

NOTICE OF AMENDMENT TO LONG-TERM  
LEASES FOR CERTAIN CONDOMINIUMS IN  
CENTURY VILLAGE, WEST PALM BEACH,  
FLORIDA

STATE OF FLORIDA

COUNTY OF PALM BEACH

SS.

BEFORE ME, the undersigned, an officer duly commissioned by the Laws of Florida, on this 19<sup>th</sup> day of June, 1981, personally appeared ALVIN WILENSKY, who having been first duly sworn, deposes and says:

1. That he is the President of CENTURY VILLAGE, INC., which is the LESSOR of each Long-Term Lease set forth in Exhibit "A" attached hereto and incorporated herein by reference.

2. That each LESSEE ASSOCIATION listed on Exhibit "A" and LESSOR have duly executed an Amendment to their above referenced Long-Term Lease, a blank duplicate of which is attached hereto as Exhibit "B" and incorporated herein by reference.

3. That this Affidavit is being executed as Notice that each such LESSEE ASSOCIATION has entered into the above referenced Amendment to their Long-Term Lease.

4. That any subsequent persons taking title to a CONDOMINIUM UNIT which is part of the condominium operated by a LESSEE ASSOCIATION shall assume and agree to be bound by such Long-Term Lease, as so amended.

5. That the original Amendment to the Long-Term Lease as executed by each LESSEE ASSOCIATION, is in the possession of the LESSOR and can be inspected or copied at: Century Village, Administration Building, North Haverhill Road, West Palm Beach, Florida 33409.

FURTHER AFFIANT SAYETH NAUGHT.

Alvin Wilensky  
ALVIN WILENSKY, PRESIDENT

SWORN TO AND SUBSCRIBED before me/ this 19<sup>th</sup> day of June, 1981.  
By Alvin Wilensky, President of Century Village, Inc.

Charles B. Hull  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires:

(NOTARIAL IMPRESSION SEAL)

NOTARY PUBLIC STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES APRIL 17, 1982  
BONDED THRU MAYNARD BONDING AGENCY

PREPARED BY: ELEANOR B. HALPERIN, ESQ.  
Administration Building, Century Village  
North Haverhill Road  
West Palm Beach, Florida 33409  
305-683-4767

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EXHIBIT "A"

LESSEE ASSOCIATION

DATE  
LEASE RECORDED IN THE  
PUBLIC RECORDS OF  
PALM BEACH COUNTY

RECORDING INFORMATION  
OFFICIAL RECORD BOOK  
AND PAGE NUMBER

|                                  |                  |                      |
|----------------------------------|------------------|----------------------|
| KENT B Condo Assoc., Inc.        | April 10, 1973   | Book - 2144, P. 96   |
| SALISBURY B Condo Assoc., Inc.   | March 18, 1969   | Book - 1709, P. 1687 |
| SALISBURY G Condo Assoc., Inc.   | June 5, 1969     | Book - 1727, P. 1154 |
| SHEFFIELD G Condo Assoc., Inc.   | December 8, 1971 | Book - 1958, P. 1477 |
| SOUTHAMPTON A Condo Assoc., Inc. | May 20, 1974     | Book - 2306, P. 1917 |
| SOUTHAMPTON C Condo Assoc., Inc. | May 3, 1974      | Book - 2300, P. 764  |
| WELLINGTON M Condo Assoc., Inc.  | October 25, 1972 | Book - 2071, P. 1467 |

NOT A CERTIFIED COPY

AMENDMENT TO LONG TERM LEASE OF  
CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the parties hereto previously executed a "Long Term Lease" which was recorded in the Public Records of Palm Beach County, Florida, in Official Record Book \_\_\_\_ at Page \_\_\_\_, etc. (as the same may have been amended by recorded instrument in those Public Records); and

WHEREAS, the Lease was also executed by the Unit Owners in the Condominium, as Individual Lessees; and

WHEREAS, because of changed circumstances, the parties agree to modify the provisions of the Lease, it being intended not to change or modify any rights or obligations provided for in the Lease which are not modified by this instrument.

NOW, THEREFORE, in consideration of the following and other good and valuable considerations, the parties hereto agree as follows:

1

Unnumbered paragraphs 1 - 5 of Article III on page 1 are hereby modified as of the effective date hereof as concerns the Lessee Association by deleting the original provisions and by substituting the following paragraphs:

"The Lessee agrees to pay to the Lessor the rent as follows:

The rent due in accordance with the provisions of this Lease shall be as follows:

Rent due shall be calculated by multiplying the number of each type of Condominium Unit in this Condominium times the appropriate sums and totalling the results. To the extent possible, without prejudicing Lessor's position to collect Rents, the Lessor agrees to continue its practice of accepting monthly rental payments from individual unit owners and to assume the responsibility of collecting delinquent past or future accounts from such individual Lessees. Lessee agrees to promptly levy assessments for such accounts and to assign them to Lessor upon request.

1. Rent. The Rent due shall be the sum scheduled below for each type of Unit in the Condominium for the appropriate month of the term of the Lease until December 31, 1999 as follows:

(SEE SCHEDULE "A" ATTACHED HERETO)

The sums scheduled for each type of unit shall be, subject to the adjustments set forth on Schedule A and in this Amendment, the Rent due and payable, in advance, by each Individual Lessee, in accordance with the above, to the Lessor each and every month, as indicated.

2. Adjustments to Rent. The Rent due pursuant to Paragraph 1 above, shall be adjusted as hereafter specified.

The Rent, commencing April 1, 1980 shall, in addition to the fixed increases specified on Schedule "A", be modified in the following manner:

The sum of \$1,254,347.00 shall be the base. Any increases or decreases in the costs of operation (as costs of operation are defined) of the Demised Premises, when compared with the base shall constitute the basis for adjustment of the Rent due in accordance with the terms of this Lease. It is agreed, however, that for so long as this Amendment is in effect the Lessor shall expend for the "cost of operations" as hereinafter defined not less than the greater of (i) One Million Two Hundred Fifty Four Thousand Dollars (\$1,254,000.00), plus any increases in Rent attributable to this or similar lease amendments for increased costs of operation, which such lessees are actually paying, plus admission fees for shows, classes and the like; (ii) Twenty Five percent (25%) of the rent collected from all lessees of the demised premises in the year 1979, plus any increases in Rent attributable to this or similar lease amendments, for increased costs of operation, which such lessees are actually paying, plus admission fees for shows, classes and the like.

For the purposes of this Lease, costs of operation shall be defined as every and all costs, direct or indirect, of the operations of the social programs and activities as well as the operation, ownership, maintenance, replacement, repair and supervision of the Demised Premises and all personalty, fixtures and equipment therein (excluding only debt service thereon, depreciation on all depreciable items acquired after April 1, 1980, and attorneys fees expended by the Lessor in disputes concerning the lease with parties who are lessees of the demised premises). From that amount there shall be deducted all admissions fees and all net income from concessions, vending or coin-operated machines and pay telephones in the clubhouses and immediately adjacent areas. Revenue from laundries, no matter where situated, are not to be included in such deduction.

During the year 1980 and in accordance with a budget of costs of operation for the year 1980 the Rent will be increased on a prorata basis as set forth below to the extent that  $\frac{3}{4}$ ths of such budgeted costs exceed  $\frac{3}{4}$ ths of the the base. Such increase shall be effective as of April 1, 1980, retroactively, which sum shall be spread equally over the remaining months in 1980, commencing the month after the budget is published.

Thereafter, commencing January 1, 1981, and on like date annually thereafter, the Rent shall be adjusted in the following manner:

(a) The amount of such increase shall be prorated by dividing the increase by 7854 and multiplying the quotient by the number of units in this Condominium and the Rent shall be modified accordingly so that the Lessee, subject to this Lease (or similar leases), shall pay their pro-rata share

of increases in costs of operation of the demised premises. Such modified Rent shall be paid in accordance with the terms of this Lease until the next annual adjustment. Each individual Lessee shall pay his pro-rata share of the increase.

(b) It is understood that Lessor has heretofore entered into different agreements or leases with other condominium associations or lessees that limit the amount of expenditures for social programs and related activities and limit the amount of deficit to which the Lessor may suffer in furnishing programs and activities in the facilities.

Until December 31, 1981 Lessor agrees to pay, or cause to be paid, the pro-rata share of increases in costs of operation which are not realized from the Lessees hereunder or Lessee's entering into similar leases.

Recognizing that a difference in philosophy exists between the two types of arrangements, the parties agree that the provisions of Paragraph (a) above shall be enforceable in accordance with its terms as written until December 31, 1981 so as to allow certain negotiating groups to attempt to resolve such difference in philosophy. Absent a reconciliation in the form of an amendment to this or the other type Lease so that the provisions relating to this subject are materially uniform within the period above, the Lessee agrees that thereafter the Lessor, notwithstanding the provisions of Paragraph 2 of amended Article III and Paragraph 4 of amended Article VI of this Amendment, shall have the right to reduce the programming and other services provided in the recreational facilities in order to reduce the cost of operation to an amount equal to 25% of the total 1979 rent. If no reconciliation of the different philosophies is achieved then the Lessee hereunder may terminate payments for increased costs of operation commencing January 1, 1982 and return to the rent structure set forth on Exhibit A. However, it is understood that, regardless of whether or not such reconciliation occurs, this Amendment shall remain in full force and effect.

(c) In the event, during any year, that the prorata amounts budgeted by the Lessor in toto for costs of operation exceed the prorata amounts actually incurred by the Lessor for costs of operation, or vice versa, then any such excess or deficit shall be credited or charged, on a carryover basis, first to any such prior year's difference of actual versus budgeted costs of operation since the effective date of this Amendment hereof, and then, if any net difference still exists, such net amount will be a carry-forward credit to the next succeeding year.

(d) It is understood that the responsibility of all or substantially all the obligations and liabilities associated with maintenance, operation and use of the leased facilities remains with, and is, that of the Lessor.

3. Renegotiation of Rent. The rent commencing with the month of January in the year 2000 shall be determined by negotiation for each ensuing ten (10) year period. It is the intention of the parties that such negotiation (or arbitration as hereinafter provided) because of the long term of the Lease and the inability of the parties to anticipate conditions that may exist at the time of any negotiation or arbitration, be subject to certain criteria and with its ultimate objective the maintenance of a rental structure that at the time of negotiation or arbitration is equivalent to that at the time of the effective date of this amendment but stated in terms as of the date of the negotiation or arbitration. The negotiations shall commence nine (9) months prior to the expiration of each tenth (10th) year.

The criteria the parties should take into account in determining a fair rental are as follows:

(a) The cost of maintaining and operating the facilities and the anticipated costs of maintaining and operating the facilities over the succeeding ten (10) years.

(b) The general economic conditions that exist.

(c) The specific economic conditions that exist in Century Village, West Palm Beach, Florida.

(d) A reasonable estimate of what the parties anticipate will occur economically over the succeeding ten (10) year period.

(e) The negotiators (and arbitrators) should take into consideration and give significant weight to maintaining a similar ratio of average rent (net from cost of operation) to the market value of properly and adequately maintained units so that the average Rent (net of cost of operation) in the year 2000 (and each 10th year thereafter) should bear the same ratio to the 1980 average rent (net of cost of operation) that the average market value of Units in the year 2000 (and each 10th year thereafter) bears to the present average market value of the units in the community as a whole (which is hereby agreed community wide to be \$30,000.00).

4. Arbitration. Both parties agree to submit to binding arbitration the issues subject to negotiations specified above, in the event the parties cannot reach agreement through negotiation.

It is agreed that all Lessees who are parties to this, or to a similar Amendment, and have not concluded said negotiations with an agreement, shall be bound by the result of the arbitration.

If the negotiations have not terminated in an agreement on or before May 30th of 1999 and of each tenth year thereafter, then the Lessor shall notify the Lessees of such fact. The Lessees not reaching agreement, shall have the right to one vote per Association to select two arbitrators within sixty (60) days from the date of such notice. The majority voting shall elect the arbitrators. After selection, the Lessees shall notify the Lessor as to the identity of the Lessees' arbitrators not later than August 1st. Lessor shall notify the arbitrators appointed by the Lessee as to the identity of the lessor's two arbitrators by August 15th. The four arbitrators shall select the fifth arbitrator by September 1st. The arbitration shall commence by September 10th and must be terminated by November 15th and the arbitrators shall notify the parties as to the results of the arbitration. The Lessor shall notify by mail each Condominium Association and publish in a newspaper of wide local circulation the results of the arbitration within 15 days from receipt of the conclusions of the arbitration board.

Additionally, in the event of a material dispute concerning expenditures or budgets, these shall be arbitrated in accordance with the Florida Arbitration Code. However, in the event of dispute, the Lessee shall pay the amount claimed, until resolution, without prejudice. If it is determined by the arbitrators that the Lessee has paid in excess of that required by this agreement, the sums shall be repaid, as a credit against future rent, together with interest at the then prevailing prime rate as established by Citibank, N.A. (New York).

5. Budget Procedures. Lessor shall keep separate books and records concerning the operation of the demised premises, which records shall be maintained on the same basis and in accordance with the same accounting principles as were used in the period commencing November 1, 1977 and expiring October 31, 1978. Such books and records shall be open for a not more often than semi-annual inspection by a designated representative of all the Lessees of the Demised Premises having this or similar leases. Also, the Lessor shall provide to the Advisory Committee a proposed operating budget thirty (30) days prior to January 1st of each year provided, however, that the January increase, if any, shall be paid with the February payment so as to provide at least a sixty (60) day notification period to the Lessee. During the first year of this amendment such shall be provided within thirty (30) days after the execution of this amendment. The Lessor shall also provide an

annual financial report concerning the operation of the Demised Premises, within a reasonable time.

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Article V of the Lease is amended by adding the following:

1. Lessor shall provide, in addition to its other obligations hereunder, a one time contribution of the sum of One Hundred Thousand (\$100,000.00) Dollars to a fund, to be maintained by Lessor, for the purpose of replacements, repair, maintenance, refurbishing and redecorating the present recreational facilities. Lessor shall expend the fund or incur obligations for those purposes during the calendar year 1980 (April 1st - December 31st).

2. In addition to the above, the parties acknowledge that as part of cost of operation substantial extra-ordinary type expenditures may be necessary to replace equipment or facilities. In the event such cumulative replacement expenditures in any one fiscal year exceed One Hundred Thousand (\$100,000.00) Dollars, the Lessor shall, as opposed to adjusting the Rent as provided above for the entire sum, advance, pro rata for the account of all Lessees governed by this or similar Lease amendments, such sums on behalf of the Lessees. The amount of such pro-rata shares of such expenditure for the Lessee Association shall be computed by dividing same by 7854 and multiplying the quotient by the number of units in this condominium. The unit owners shall bear their pro-rata share thereof. Such sum shall be repaid together with interest at the highest rate allowed by law or the generally accepted prime interest rate, whichever is lower, at the rate of \$1.00 per month, per unit until paid in full, commencing January 1st of the next ensuing year.

3

Article VI of the Lease is amended by adding the following:

1. All rules and regulations promulgated by the Lessor under the Lease shall be reasonable.

2. The Lessors right to Lease the Demised Premises is hereby limited to those lands now known as and designated as "Century Village" West Palm Beach being all lands shown on the map which has been initialled by the respective counsel of the parties.

3. The sentence concerning Lessor's obligation to provide access to the Demised Premises shall be restated as follows:

"The Lessor, during the term of this Lease, as long as the Lease is in good standing and not in default, shall

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provide the Demised Premises with access to North Haverhill Road and Okeechobee Boulevard."

4. Subject to the provisions of Article III as amended, the facilities are to be maintained by Lessor in reasonably top rate condition and that programs and services are to be provided by Lessor in a manner similar to those that have been historically rendered and available in those facilities in the past. Provided, however, in the event control of the social programs and activities at the Demised Premises is removed from Lessor involuntarily, it is agreed that the parties will execute such reasonable modifications of this Lease so that the basic economic understanding and relationship between the parties remains the same, notwithstanding such involuntary relinquishment of control.

5. It is agreed that an Advisory Committee of Lessees who are representative of those Associations signing similar amendments, as a whole, will be organized to consult with and give advice to the Lessor in connection with review of budgets, recommended significant changes in programming and any extraordinary problems in connection with maintenance, repairs, replacements and the like. This committee shall be advisory only and shall not be deemed to be the assumption by the Lessees of any obligations and/or liabilities associated with the maintenance and use of the leased property.

4

Article VIII of the Lease is hereby restated as follows:

"Lessee and lessees subject to similar amendments, hereby indemnifies and saves harmless the Lessor against any and all claims, debts, demands or obligations which may be made against the Lessor, or against the Lessor's title in premises, arising by reason of or in connection with the making of the Lease and this, or similar, Lease Amendment(s) which are due to, or on account of, actions of the Lessee Association or other associations entering into similar amendments and not actions of Lessor. If it becomes necessary for the Lessor to defend any such action, the Lessee will pay to the Lessor all court costs and attorneys' fees reasonably incurred by the Lessor in addition to any sums which the Lessor may be called upon to pay, as well as lost revenues or rentals, occasioned by reason of the entry of a Judgment against the Lessor in the litigation in which such claim is asserted.

Should any claim be made by Lessor under this Article then such claim shall be satisfied evenly among all

lessees entering into similar amendments on a pro-rata (per number of unit) basis."

5

Article XV of the Lease is modified by adding the following:

1. Notwithstanding the foregoing, Lessor agrees that should any significant portion of the recreation facilities become unusable, for a period of in excess of thirty (30) days, as the result of a casualty, Lessor will use its best efforts to restore same to use as soon as reasonably possible. However, during such period of unusability, Lessor's right to collect rent will be proportionately abated. If there is a material dispute as to the proper abatement of rent, then such dispute shall be submitted to binding arbitration as set forth in Paragraph 1.3 of this Amendment and subject to the same payment and repayment provisions set forth therein.

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Article XXI is, conditioned on this agreement becoming and remaining effective and binding upon the Lessee Association and all its Individual Lessees, eliminated in its entirety as of December 31, 1979. References to such Article or the affects of the same are likewise eliminated.

7

There are added to Article XXV the following:

1. It is agreed that no party who has not executed this Amendment or is not a member of an Association which has executed same, shall be entitled to share in the benefits provided in this Amendment.

2. The parties agree that each hereby releases and covenants not to sue the other of and from any and all claims and causes of action under, or arising out of the execution of this Amendment and the Long-Term Lease from the date of the execution of said Lease to the date of the execution of this Amendment and the execution of this Amendment, excepting, however, that the Lessor specifically retains the right to collect rent which may be due it and which have not been paid, and specifically including any increases in rent heretofore provided to be paid under the Lease as originally written (based on 1979 rent levels). It is understood and agreed, however, that all rights of the parties under the Long-Term Lease as amended by the provisions of this amendment are reserved to the parties with respect to or in the event of any breach or violation thereof, which may occur after the date of the execution of this Amendment.

3. It is agreed that should any substantial element or portion of this Amendment be declared invalid or unenforceable as

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a result of any final judicial decision, from which no further appeal may be had, the aggrieved party, at its option, may, subject to the arbitration provisions hereinafter stated, elect to declare this entire Amendment void. In such event it is agreed that complete performance of all obligations under the provisions of the Lease as Amended, up to the date that such decision is final, be considered to be complete performance of all obligations under the Long-Term Lease up to such date.

It is agreed, however, that prior to either party declaring this Amendment void as set forth above, that both parties shall submit this Amendment to arbitration (to be completed within four [4] months) with the intent of having the arbitrators place the lease, as amended, and the parties in as nearly the same position as they would have been had this Amendment remained in full force and effect. This Amendment shall be in effect, as is, during such arbitration period.

If, as a legal or practical matter, the arbitrators cannot effectuate such reconstruction or if the entire Amendment is declared void (including said arbitration) then it is the intent of the parties that the matters in controversy between them be, to the greatest extent possible, returned to the status quo as it existed on the date hereof and that no rights will have been forfeited through the passage of time from the date hereof to the date of such voiding specifically including the parties having their rights restored that exist at this time including, but not limited to, the right to appeal any existing judicial orders or decrees.

4. It is the purpose of this Lease, as amended, to insure the agreed upon rents to the Lessor notwithstanding any provisions in the Declaration, Long-Term Lease, this Amendment or elsewhere to the contrary, if any. The parties hereto agree that no past or future change in the Florida Statutes, Case Law, or by Federal or other legislation will be construed as affecting or changing the amount of facilities and services the Lessees are entitled to receive or change the amount of rent that Lessor is entitled to receive and the Lessee must pay as set forth herein or give rise to any claim for damages under the lease or this amendment.

5. The Lessee Association executing this Amendment hereby certifies that it is authorized and empowered to execute this Amendment, which has been approved by the required percentage of the unit owners in the Associations and that it is the Association which originally executed the Long-Term Lease or is the legal successor to the unincorporated association which originally executed the Long-Term Lease.

Except as herein modified, the Long-Term Lease, as the same may have been heretofore amended duly in accordance with approved documents filed in the Public Records, is hereby ratified and confirmed.

6. In any litigation arising by reason of the failure of either party to keep and perform any covenant or agreement which, under the terms of this Lease, that party is bound and obligated to keep and perform, the prevailing party shall be entitled to all costs, including reasonable attorneys' fees, both at the trial and all appellate levels. In any arbitration proceeding had pursuant to the terms hereof each party shall bear its own attorneys' fees and costs.

7. This Agreement is binding upon the parties hereto, upon the Lessee Association as a class representative of its unit owners, the unit owners and their heirs, successors, administrators and assigns.

This Amendment shall be effective upon (i) the signatures of the Lessor and Lessee Association, and the recording thereof in the Public Records of Palm Beach County, Florida, and (ii) the ratification of a similar Amendment by court order in the proceedings known as Village Management, Inc. vs. Waltham and (iii) the execution of said Amendment by seventy-five percent (75%) of all Condominium Associations who are parties to the above styled cause (except those who have executed other amendments to the lease). If a lesser number of associations execute this Amendment, the Lessor shall have the option of accepting such lesser number or of rejecting this Amendment in its entirety.

This Amendment, together with the stipulation between the parties in the above styled proceedings is the entire understanding between the parties hereto and shall supersede any Agreements other than the Lease, settlement agreements, compromises, or the like bearing on the subject matter hereof.

The effective date of this amendment shall be deemed to be April 1, 1980.

8. For the purposes of construction and interpretation of this Lease, as amended, it is agreed as follows:

(a) This Lease was made and entered into while the Condominium Association is controlled by the Unit Owners and the Lessor has no elements of control over the actions of the Association.

(b) Although this is an amendment to an existing lease, this Amendment was not required to be accepted or ratified by the Unit Owners or the Association.

STATE OF FLORIDA )  
COUNTY OF ) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared and \_\_\_\_\_, well known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of CONDOMINIUM ASSOCIATION, INC., a corporation, and that they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Notary Public  
State of Florida-At-Large

My Commission Expires:

(NOTARIAL IMPRESSION SEAL)

STATE OF FLORIDA )  
COUNTY OF ) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared and \_\_\_\_\_, well known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of CENTURY VILLAGE, INC., a corporation, and that they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Notary Public  
State of Florida-At-Large

My Commission Expires:

(NOTARIAL IMPRESSION SEAL)

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(c) That there is no gross disparity between the obligations incurred herein and the benefit derived by the Lessees inasmuch as the basic economic fabric of the Lease has been re-negotiated between the parties hereto.

(d) That this Amendment was negotiated by the parties who had the benefit of advice of counsel and was negotiated at arms length between parties in equal bargaining position.

(e) That the parties have had full and complete disclosure of the terms hereof and comprehend their rights and obligations hereunder.

(f) That there is no identity of interest, at this time, between the Lessor and Lessee hereunder.

Signed, Sealed and Delivered  
In the Presence of:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CONDOMINIUM ASSOCIATION, INC.

By: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CENTURY VILLAGE, INC.

By: \_\_\_\_\_

Attest: \_\_\_\_\_

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# AMENDMENT TO LONG-TERM LEASE

## SCHEDULE "A" - MONTHLY RENT

APRIL 1, 1980 - DECEMBER 31, 1999

APRIL 1, 1980 - DECEMBER 31, 1989:

| AREA                | 1 BR.<br>1 B. | 1 BR.<br>1½ B. | 2 BR./1 B &<br>1 BR./2B | 2 BR./2B &<br>2 BR./1½ B |
|---------------------|---------------|----------------|-------------------------|--------------------------|
| Andover             | 45.85         | 53.04          | 53.94                   | 57.09                    |
| Bedford             | 45.85         | 53.04          | 53.94                   | 57.09                    |
| Berkshire           | 46.71         | 53.51          | -                       | 53.93                    |
| Cambridge           | 46.71         | 53.51          | -                       | 53.93                    |
| Camden              | 46.78         | 53.12          | -                       | 54.70                    |
| Canterbury A & B    | 46.71         | 53.51          | -                       | 53.93                    |
| Canterbury C-K      | 46.78         | 53.12          | -                       | 54.70                    |
| Chatham             | 46.78         | 53.12          | -                       | 54.70                    |
| Coventry            | 43.68         | 48.43          | 55.55                   | 60.30                    |
| Dorchester          | 46.71         | 53.51          | -                       | 53.93                    |
| Dover               | 46.78         | 53.12          | -                       | 54.70                    |
| Easthampton         | 43.68         | 48.43          | 55.55                   | 60.30                    |
| Golf's Edge         | 43.68         | 48.43          | -                       | 60.30                    |
| Greenbrier          | -             | 64.22          | 66.99                   | 66.99                    |
| Hastings            | 46.71         | 53.51          | -                       | 53.93                    |
| Kent                | 46.78         | 53.12          | -                       | 54.70                    |
| Kingswood A-E       | 45.85         | 53.04          | 53.94                   | 57.09                    |
| Kingswood F         | 46.78         | 53.12          | -                       | 54.70                    |
| Northampton         | 46.78         | 53.12          | -                       | 54.70                    |
| Norwich             | 43.68         | 48.43          | 55.55                   | 60.30                    |
| Oxford              | 43.68         | 48.43          | -                       | 60.30                    |
| Plymouth            | 43.68         | 48.43          | -                       | 60.30                    |
| Salisbury           | 43.68         | 48.43          | 55.55                   | 60.30                    |
| Sheffield           | 46.71         | 53.51          | -                       | 53.93                    |
| Somerset (except G) | -             | -              | -                       | 57.87                    |
| Somerset G          | 46.78         | 53.12          | -                       | 54.70                    |
| Southampton         | 46.78         | 53.12          | -                       | 54.70                    |
| Stratford           | 43.68         | 48.43          | -                       | 60.30                    |
| Sussex              | 46.78         | 53.12          | -                       | 54.70                    |
| Waltham             | 43.68         | 48.43          | 55.55                   | 60.30                    |
| Wellington          | -             | 56.29          | -                       | 62.23                    |
| Windsor             | 46.78         | 53.12          | -                       | 54.70                    |

FOR THE CALENDAR YEAR 1990 the Rent shall be the Rent for the year 1989 plus Ten Dollars (\$10.00) per month per unit times the number of units in Lessee Association.

FOR THE CALENDAR YEARS 1991 THROUGH 1999 the Rent shall be increased by an additional seventy-five cents (75¢) per unit each year over the Rent for 1990 times the number of units in Lessee Association.

All of the Rent hereinabove will be additionally adjusted in accordance with Paragraph 2 (Adjustments to Rent) of Amendment to Long-Term Lease.

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RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT