

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

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

BEFORE ME, the undersigned, an officer duly commissioned by the Laws of Florida, on this 5th day of December, 1986, personally appeared Joseph D. Weingard, who having been first duly sworn, deposes and says:

1. That he is the Vice President of W.P.R.F., INC., which is the duly authorized entity pursuant to Special Power of Attorney, attached hereto and made a part hereof, to sign, execute, seal, acknowledge and deliver the subject Unity Amendment to Long Term Lease, in its own name, as Lessor, on behalf of BENENSON CAPITAL COMPANY, the owner of the subject recreational facilities.

2. That each Lessee Association listed on Exhibit "A", attached hereto and made a part hereof, and Lessor's predecessor-in-interest have previously duly executed and recorded the original Long Term Lease and the first Amendment to Long Term Lease, such documents recorded in the public records of Palm Beach County on the dates and at the Official Record Book and Page Number as shown on Exhibit "A".

3. That each Lessee Association listed on Exhibit "A" and Lessor have duly executed a second Amendment to their above referenced Long Term Lease, as amended, entitled "The Unity Amendment to Long Term Lease", a form of which is attached hereto as Exhibit "B" and made a part hereof.

4. That this Affidavit is being executed as NOTICE that each such listed Lessee Association has entered into the Unity Amendment to their Long Term Lease.

5. That attached hereto as Exhibit "C" and made a part hereof is the "Lessor's Statement of Waiver and Scrivener's Error" addressing itself to two matters regarding the Unity Amendment to Long Term Lease.

Robert D. Sel domridge
CV Administrator Building W. P. R. F. 35419

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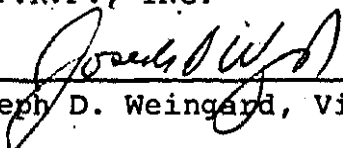
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6. That attached hereto as Exhibit "D" and made a part hereof is the "Special Power of Attorney" granted by Benenson Capital Company, a New York general partnership.

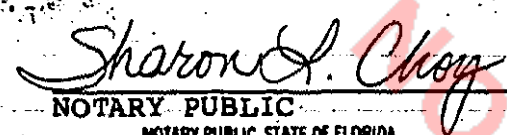
7. That the originals of the fully executed Unity Amendment to Long Term Lease for each Lessee Association is in the possession of the Lessor and can be inspected or copied at: Century Village, Clubhouse, North Haverhill Road, West Palm Beach, Florida 33417.

FURTHER AFFIANT SAYETH NAUGHT.

W.P.R.F., INC.


Joseph D. Weingard, Vice President


Sworn and subscribed before me
at West Palm Beach 5th day of December,
1986.


NOTARY PUBLIC

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES OCTOBER 19, 1987

Return to &
Prepared by: ✓
Robert D. Seldomridge, Esquire
Century Village Administration Building
North Haverhill Road
West Palm Beach, FL 33417

BS173 81470

EXHIBIT "A"

<u>LESSEE CONDOMINIUM ASSOCIATION</u>	<u>LEASE RE- CORDED IN PALM BCH. COUNTY PUBLIC RECORDS:</u>	<u>RECORDING INFORMATION: OFFICIAL RECORD BOOK & PAGE NO.</u>	<u>FIRST AMENDMENT TO LEASE RECORDED:</u>	<u>RECORDING INFORMATION: OFFICIAL RECORD BOOK & PAGE NO.</u>
		<u>O.R.B.</u>	<u>PAGE</u>	<u>O.R.B.</u> <u>PAGES</u>
Andover E	8/4/71	1920	1304	7/15/81 3561 0824-0840
Andover H	9/9/71	1931	0364	7/15/81 3561 0824-0840
Andover I	9/9/71	1931	0411	7/15/81 3561 0824-0840
Andover J	5/28/71	1902	1490	7/15/81 3561 0824-0840
Andover K	5/28/71	1902	1536	7/15/81 3561 0824-0840
Andover L	6/10/71	1905	1872	7/15/81 3561 0824-0840
Berkshire B	4/17/72	2002	0809	7/15/81 3561 0824-0840
Berkshire C	5/11/72	2012	0084	7/15/81 3561 0824-0840
Berkshire D	5/11/72	2012	0131	7/15/81 3561 0824-0840
Berkshire J	7/24/72	2035	1919	7/15/81 3561 0824-0840
Cambridge A	2/23/72	1983	0096	7/15/81 3561 0824-0840
Cambridge B	3/1/72	1985	1459	7/15/81 3561 0824-0840
Cambridge F	2/29/72	1985	0819	7/15/81 3561 0824-0840
Cambridge G	2/23/72	1983	0237	7/15/81 3561 0824-0840
Cambridge I	2/23/72	1983	0331	7/15/81 3561 0824-0840
Camden B	10/30/72	2074	0316	7/15/81 3561 0824-0840
Camden C	10/30/72	2074	0364	7/15/81 3561 0824-0840
Camden F	10/30/72	2074	0505	7/15/81 3561 0824-0840
Camden G	9/18/72	2057	0536	7/15/81 3561 0824-0840
Camden I	9/18/72	2057	0636	7/15/81 3561 0824-0840
Camden J	9/18/72	2057	0683	7/15/81 3561 0824-0840
Camden L	9/18/72	2057	0730	7/15/81 3561 0824-0840
Camden M	9/18/72	2057	0777	7/15/81 3561 0824-0840
Camden N	9/18/72	2057	0824	7/15/81 3561 0824-0840
Camden O	9/18/72	2057	0489	7/15/81 3561 0824-0840
Camden P	10/30/72	2074	0266	7/15/81 3561 0824-0840
Canterbury C	2/14/73	2120	1606	7/15/81 3561 0824-0840
Canterbury F	3/27/73	2137	1497	7/15/81 3561 0824-0840
Canterbury G	3/27/73	2137	1543	7/15/81 3561 0824-0840
Canterbury H	3/27/73	2137	1589	7/15/81 3561 0824-0840

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LESSEE
CONDOMINIUM
ASSOCIATIONLEASE RE-
CORDED IN
PALM BCH.
COUNTY
PUBLIC
RECORDS:RECORDING
INFORMATION:
OFFICIAL RECORD
BOOK & PAGE NO.FIRST
AMENDMENT
TO LEASE
RECORDED:RECORDING
INFORMATION:
OFFICIAL RECORD
BOOK & PAGE NO.

		<u>O.R.B.</u>	<u>PAGE</u>		<u>O.R.B.</u>	<u>PAGES</u>
Canterbury I	3/5/73	2128	0453	7/15/81	3561	0824-0840
Canterbury J	3/27/73	2137	1635	7/15/81	3561	0824-0840
Chatham A	6/27/73	2179	0593	7/15/81	3561	0824-0840
Chatham B	6/27/73	2179	0639	7/15/81	3561	0824-0840
Chatham D	7/24/73	2191	0562	7/15/81	3561	0824-0840
Chatham E	7/24/73	2191	0654	7/15/81	3561	0824-0840
Chatham G	6/27/73	2179	0730	7/15/81	3561	0824-0840
Chatham H	6/27/73	2179	0776	7/15/81	3561	0824-0840
Chatham I	7/24/73	2191	0516	7/15/81	3561	0824-0840
Chatham J	8/13/73	2199	0998	7/15/81	3561	0824-0840
Chatham M	9/12/73	2212	0651	7/15/81	3561	0824-0840
Chatham O	10/1/73	2219	0748	7/15/81	3561	0824-0840
Chatham P	8/13/73	2199	1182	7/15/81	3561	0824-0840
Chatham S	7/24/73	2191	0700	7/15/81	3561	0824-0840
Chatham U	10/1/73	2219	0886	7/15/81	3561	0824-0840
Coventry A	10/7/69	1755	1273	7/15/81	3561	0824-0840
Coventry F	10/24/69	1759	1569	7/15/81	3561	0824-0840
Coventry J	1/20/70	1780	1519	7/15/81	3561	0824-0840
Coventry L	11/14/69	1764	1081	7/15/81	3561	0824-0840
Dorchester A	2/11/72	1979	1400	7/15/81	3561	0824-0840
Dorchester B	2/1/72	1975	1836	7/15/81	3561	0824-0840
Dorchester C	1/31/72	1975	1410	7/15/81	3561	0824-0840
Dorchester D	2/11/72	1979	1447	7/15/81	3561	0824-0840
Dorchester E	2/11/72	1979	1494	7/15/81	3561	0824-0840
Easthampton A	4/25/69	1718	1098	7/15/81	3561	0824-0840
Easthampton D	8/8/69	1742	0836	7/15/81	3561	0824-0840
Hastings B	11/5/71	1948	0650	7/15/81	3561	0824-0840
Hastings D	12/23/71	1963	1554	7/15/81	3561	0824-0840
Hastings F	12/23/71	1963	1648	7/15/81	3561	0824-0840
Hastings G	1/20/72	1972	0880	7/15/81	3561	0824-0840
Hastings H	1/20/72	1972	0927	7/15/81	3561	0824-0840
Hastings I	1/20/72	1972	0974	7/15/81	3561	0824-0840

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LESSEE
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INFORMATION:
OFFICIAL RECORD
BOOK & PAGE NO.

		<u>O.R.B.</u>	<u>PAGE</u>		<u>O.R.B.</u>	<u>PAGES</u>
Kent G	5/8/73	2157	0421	7/15/81	3561	0824-0840
Kent J	5/31/73	2167	0169	7/15/81	3561	0824-0840
Kent L	5/31/73	2167	0215	7/15/81	3561	0824-0840
Kingswood F	9/11/72	2054	1023	7/15/81	3561	0824-0840
Northampton E	12/20/72	2095	1848	7/15/81	3561	0824-0840
Northampton F	12/20/72	2095	1894	7/15/81	3561	0824-0840
Northampton J	1/24/73	2111	0806	7/15/81	3561	0824-0840
Northampton K	1/24/73	2111	0852	7/15/81	3561	0824-0840
Northampton N	1/24/73	2111	0945	7/15/81	3561	0824-0840
Northampton O	10/29/73	2231	1846	7/15/81	3561	0824-0840
Northampton P	1/24/73	2111	1003	7/15/81	3561	0824-0840
Northampton Q	1/24/73	2111	1049	7/15/81	3561	0824-0840
Northampton R	1/24/73	2111	1095	7/15/81	3561	0824-0840
Norwich A	3/6/70	1792	0978	7/15/81	3561	0824-0840
Norwich B	3/6/70	1792	1024	7/15/81	3561	0824-0840
Norwich G	7/29/70	1827	1865	7/15/81	3561	0824-0840
Norwich H	7/29/70	1827	1912	7/15/81	3561	0824-0840
Salisbury D	7/9/69	1734	1727	7/15/81	3561	0824-0840
Salisbury E	8/7/69	1741	1651	7/15/81	3561	0824-0840
Salisbury F	6/20/69	1731	0026	7/15/81	3561	0824-0840
Sheffield D	11/5/71	1948	0791	7/15/81	3561	0824-0840
Sheffield J	11/22/71	1953	0854	7/15/81	3561	0824-0840
Somerset A	12/4/72	2088	1310	7/15/81	3561	0824-0840
Somerset B	12/4/72	2088	1357	7/15/81	3561	0824-0840
Somerset C	12/4/72	2088	1404	7/15/81	3561	0824-0840
Somerset E	11/7/72	2078	0121	7/15/81	3561	0824-0840
Somerset F	11/7/72	2078	0074	7/15/81	3561	0824-0840
Somerset H	12/4/72	2088	1498	7/15/81	3561	0824-0840
Somerset I	12/4/72	2088	1545	7/15/81	3561	0824-0840
Somerset J	11/7/72	2078	0027	7/15/81	3561	0824-0840
Sussex A	1/18/74	2261	1354	7/15/81	3561	0824-0840
Sussex B	2/22/74	2273	0449	7/15/81	3561	0824-0840

LESSEE
CONDOMINIUM
ASSOCIATION

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		<u>O.R.B.</u>	<u>PAGE</u>		<u>O.R.B.</u>	<u>PAGES</u>
Sussex C	12/21/73	2251	1558	7/15/81	3561	0824-0840
Sussex M	5/20/74	2306	1869	7/15/81	3561	0824-0840
Waltham E	3/18/69	1709	1642	7/15/81	3561	0824-0840
Waltham G	5/21/69	1724	0671	7/15/81	3561	0824-0840
Waltham H	6/6/69	1728	0131	7/15/81	3561	0824-0840
Windsor A	5/11/72	2012	0180	7/15/81	3561	0824-0840
Windsor C	7/3/72	2029	1561	7/15/81	3561	0824-0840
Windsor D	6/2/72	2020	0074	7/15/81	3561	0824-0840
Windsor E	7/3/72	2029	1608	7/15/81	3561	0824-0840
Windsor G	7/24/72	2036	0027	7/15/81	3561	0824-0840
Windsor I	7/24/72	2036	0121	7/15/81	3561	0824-0840
Windsor J	7/24/72	2036	0168	7/15/81	3561	0824-0840
Windsor K	7/24/72	2036	0215	7/15/81	3561	0824-0840
Windsor L	7/3/72	2029	1836	7/15/81	3561	0824-0840
Windsor M	5/11/72	2012	0274	7/15/81	3561	0824-0840
Windsor N	5/12/72	2012	1332	7/15/81	3561	0824-0840
Windsor O	7/3/72	2029	1884	7/15/81	3561	0824-0840
Windsor P	7/24/72	2036	0262	7/15/81	3561	0824-0840
Windsor Q	7/24/72	2036	0313	7/15/81	3561	0824-0840
Windsor S	7/24/72	2036	0407	7/15/81	3561	0824-0840

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EXHIBIT, "B"

THE UNITY AMENDMENT TO LONG TERM LEASE
OF
CONDOMINIUM ASSOCIATION

WHEREAS, there was heretofore executed a certain document entitled "Long Term Lease" between Century Village, Inc., a Florida corporation, as Lessor, the predecessor-in-interest to the present authorized entity, W.P.R.F., Inc., a Florida corporation, and the above named Association which is the undersigned or the predecessor of the undersigned Lessee, as Lessee, and same was recorded in the Public Records of Palm Beach County, Florida, in the Official Records Book _____, Page _____, etc. (hereinafter referred to as "Original Lease"), as the same may have been amended by recorded instruments in the Public Records of Palm Beach County, Florida (such amendment being hereinafter referred to as "Master Amendment"); and,

WHEREAS, because of changed circumstances, the parties mutually agree to further modify certain of the provisions of said Original Lease and Master Amendment, it being intended not to change or modify any rights or obligations provided for in the Original Lease, and/or Master Amendment which are not modified by this instrument.

NOW, THEREFORE, in consideration of the premises and in consideration of the promises set forth herein and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto represent and agree as follows:

1. Substantial rewording. See Article XXI of the Original Lease and Article 1 of the Master Amendment for present text.

Section 1. Conditioned upon this Amendment becoming effective, Article XXI of the above Original Lease, entitled "Rent Adjustments" and referring to adjustments in rents based upon the cost of living index therein described, is hereby eliminated in its entirety, effective January 1, 1980. References to said Article XXI in any other article or portion of said Lease or in any amendment of said Lease concerned with rental adjustments based on the provision of said Article XXI likewise are hereby eliminated. In lieu thereof the parties agree that rents shall be calculated and adjusted as provided in Paragraphs 2 and 7 of this Amendment, notwithstanding the provisions relative to rent calculation in any previous amendment. Accordingly, any language in any previous amendments which substituted for the Original Lease provisions relative to rent adjustments are hereby deleted.

2. Substantial rewording. See Articles III and XXI of the Original Lease and Article 1 of the Master Amendment for present text. Section 1 substitutes for Article 1.2 of the Master Amendment in its entirety. See Article 1.2, 1.3 and 1.4 of the Master Amendment for present text.

Section 1. The monthly rent for the ten (10) year period commencing January 1, 1980 and terminating December 31, 1989, shall be as follows: For the calendar year 1980, the monthly rent shall be the amount of monthly rent provided to be paid under the Original Lease for the year 1979 plus fifty (\$.50) cents per month times the number of units in the Association. Each year thereafter, through the calendar year 1989, the monthly rent shall be increased by an additional fifty (\$.50) cents per unit per year. Total monthly increases per unit during the aforesaid ten (10) years shall be as follows:

<u>Year</u>	<u>Amount of Monthly Increase</u>	<u>Total Monthly Increase over 1979 Rent</u>
1980	\$.50	\$.50
1981	.50	1.00
1982	.50	1.50
1983	.50	2.00
1984	.50	2.50

1985	.50	3.00
1986	.50	3.50
1987	.50	4.00
1988	.50	4.50
1989	.50	5.00

Appended hereto is "Schedule A" setting forth the agreed rents for the aforesaid ten year period.

[Substantial rewording. See Article 1.2 and 1.3 of the Master Amendment for present text.]

Section 2. The monthly rent for the ten (10) year period commencing January 1, 1990 and terminating December 31, 1999 shall be as follows: For the calendar year 1990 the monthly rent shall be the monthly rent provided to be paid hereunder during the year 1989 plus Ten (\$10.00) Dollars per month times the number of units in the Association. For the calendar year 1991 the monthly rent shall be the rent required to be paid hereunder for the year 1990 plus \$1.50 per month per unit. For each year thereafter through the calendar year 1999, the monthly rent shall be increased by an additional One and 50/100 (\$1.50) Dollars per month per unit. Total monthly increases per unit during the aforesaid period of ten (10) years shall be as follows:

<u>Year</u>	<u>Amount of Monthly Increase</u>	<u>Total Monthly Increase over 1989 Rent</u>
1990	\$10.00	\$10.00
1991	1.50	11.50
1992	1.50	13.00
1993	1.50	14.50
1994	1.50	16.00
1995	1.50	17.50
1996	1.50	19.00
1997	1.50	20.50
1998	1.50	22.00
1999	1.50	23.50

Appended hereto is "Schedule B" setting forth the agreed rents for the aforesaid ten year period.

[Substantial rewording. See Article 1.3 of the Master Amendment for present text.]

Section 3. During the year 1999 and each tenth year thereafter throughout the balance of the term of the Lease, the parties shall negotiate the rent for the ensuing ten (10) year period. It is the intent of the parties that at such negotiation or at the arbitration provided in Paragraph 7 herein, the objective of the negotiation or arbitration shall be 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. Without limiting the generality of the foregoing, it is understood that 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, the parties should take into account in determining a fair rental such factors as the cost of maintaining and operating the facilities and the anticipated cost of maintaining and operating the facilities over the succeeding ten years, including increase in deficits as provided for in Paragraph 3, Section 2 of this Amendment, the general economic conditions then existent, the specific economic conditions that exist in the area of the demised premises, and a reasonable estimate of what they anticipate will occur economically over the succeeding ten year period.

It is understood by the parties hereto that aforementioned deficits shall be taken into account merely as one factor to consider in determining future rental rates and that any such deficit shall not constitute an actual debt to be repaid by Lessee.

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[The last sentence of third unnumbered paragraph in Article I of the Master Amendment is modified as follows:]

Section 4. 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, anything in the Long-Term Lease or any amendments thereto to the contrary notwithstanding. Lessee agrees to promptly levy assessments for such delinquent accounts and to assign them to Lessor, on request.

3. Substantial rewording. This Paragraph 3, Sections 1, 2 and 3 contain a new provision superceding conflicting provisions appearing in Article 1.5 and 3.4 of the Master Amendment. See Article 1.5 and 3.4 of the Master Amendment for present text.

Section 1. During the period commencing with the first of the month that is at least twenty (20) days after the execution of this Amendment by Lessor until December 31, 1989, all charges to the parties to this Amendment for admissions to programs and activities at the recreation facilities shall be equal to the charges for said activities of programs that were charged on January 1, 1979. (It being the intention, as an example, that charges for theater events will be \$1.00 each, and charges for dances with live orchestras will be \$.50.)

During the period from January 1, 1990 through December 31, 1999, all charges to parties to this Amendment for admissions to programs and activities at the recreation facilities shall remain the same as above except for programs and activities of an exceptional nature. Admissions for these events shall be determined by mutual agreement of the Lessor and the Recreation Committee.

Section 2. Services to be furnished by the Lessor in connection with activities or programs at the recreation facilities shall be solely and entirely within the judgment and determination of the Lessor both as to their nature and quantity. However, it is agreed that the Lessor shall continue its past practice of social programs and activities, and shall provide the necessary services in connection therewith to the extent that Lessor will be responsible to expend, for any indicated deficit between the costs (i.e., social programming costs) of such programs and activities and the income derived therefrom, the sum, annually, of no more than One Hundred (\$100.00) Dollars multiplied by the number of apartment units which have executed, or are bound by, this Amendment. (For example, if the owners of 5,000 units execute, or are bound by, this Amendment, the Lessor's expenditure will be limited to the sum of \$500,000 for that fiscal year.) However, for all succeeding periods after January 1, 2000, the limitation of One Hundred (\$100.00) Dollars mentioned above shall be increased in the same proportion as the amount of future rent increases, if any, as such increased rents bear to the rent for the year immediately preceding. The Lessor shall on or before the February 1st following the end of each fiscal year post the deficit for the previous fiscal year and shall, upon the request of not less than 25 Associations which are parties to this Amendment, or upon request by the United Civic Organization pursuant to formal written request of its Executive Board, cooperate with their appointed C.P.A. by making available reasonable records of said deficit. In consideration thereof, Lessees agree to waive and forego any claims for reduction of rent hereafter which may be based upon any claimed reduction of such activities, programs or services in connection therewith on Lessor's part.

Section 3. As used in the preceding Section 2 the term "Social Program Costs" shall be defined as hereinbelow stated, and the amount thereof to be charged by the Lessor arising out of the said social programs and activities shall be limited as hereinbelow stated.

"Social Program Costs" shall include costs for all social programs including classes, instructors, shows, live perform-

ances, movies, meetings, dances and other organized activities, whether admission is charged or not. Additionally, "Social Program Costs" shall include certain "operating costs" which would not otherwise be incurred except as a result of the social programs, including certain costs for security, payroll and related costs.

However, the total amount chargeable shall be limited to the allocation percentage in each expense category as indicated in Schedule D.

4. Article 3.4 of the Master Amendment is amended as follows:

Section 4. Subject to the provisions of Article III as amended, the facilities are to be maintained by Lessor inreasonably 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. the Lessor may elect, at its option, to discontinue the aforesaid expenditures.

5. New text to be added as Section 5 of Article 3.4 of the Master Amendment.

Section 5. 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.

6. New text to be added as Section 6 of Article 3.4 of the Master Amendment.

Section 6. Lessor agrees to provide, at its expense, all of the services necessary to operate and maintain the recreation facilities as more fully set forth in Exhibits A through D attached hereto and made a part hereof. With the exception of the provisions of Paragraph 3, Section 2 of this Amendment, there shall not be any limits, either maximum or minimum, on the amounts to be expended by the Lessor to provide said services.

Lessor and Lessee agree that in order to clarify the responsibilities of the Lessor relative to the operation and maintenance of the recreation facilities Exhibits A, B and C are attached hereto and made a part hereof. These exhibits are intended to identify, but not to limit, the types of services to be provided by the Lessor for the term of this Lease.

7. Substantial rewording. This Paragraph 7 supercedes Article 3.5 of Master Amendment. See Article 3.5 of the Master Amendment for present text.

Lessor agrees to acknowledge and recognize a Lessee Recreation Committee upon receipt of formal written notice from the United Civic Organization identifying same. Lessor further agrees to provide, within a reasonable time, and upon the written request of such Lessee Recreation Committee, existing financial budgets and reports for social programs and activities. Lessor also agrees to provide information relative to Lessor's future plans for social programming and other clubhouse operations. The recommendations and input of the Lessee Recreation Committee shall be advisory in nature only.

8. Article 4 of the Master Amendment is modified as follows:

Section 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 reduced 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.

9. Section 2 of Article 7.2 of the Master Amendment is modified as follows:

Section 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) as amended. 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.

10. New text.

The Lessor agrees that in the event of any voluntary replacement, amendment or modification of any other Long-Term Lease in Century Village, West Palm Beach, Florida, that it will offer same within sixty (60) days to the Lessees in writing and the Lessee herein shall have the right within thirty (30) days after receipt of the offer to accept in writing such other agreement in lieu of, or as a modification of this Amendment. This provision shall not apply to any court ordered or other modification which on Lessor's part is involuntary, nor to cash payments or credits to be issued to settle pending or threatened litigation or to differing monetary provisions occasioned by other Lessees having had a different basic rent when the Long-Term Lease was initially written.

11. The first sentence of Article 1.4 of the Master Amendment is modified as follows:

Both parties agree to submit to binding arbitration the issues that are subject to negotiations as are specified herein under the terms of this Amendment, 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 results of the arbitration.

12. The second unnumbered Paragraph 1.4 of the Master Amendment is modified as follows:

If the negotiations have not terminated in an agreement on or before May 30th of each tenth year, 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 jointly 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 Lessor's two arbitrators by August 15th. The

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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 circulation the results of the arbitration within fifteen (15) days from receipt of the conclusions of the arbitration board.

13. The provisions of Article 7.3 of the Master Amendment are restated as follows as it applies to this Amendment:

ARTICLE VII

Section 1. It is agreed that should any substantial element or portion of this Amendment be declared invalid or unenforceable as a result of any final judicial decision, from which no further appeal may be had, the aggrieved party, at its option, may 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.

14. The provisions of Article 7.4 of the Master Amendment are amended as follows:

It is the purpose of this Lease, as amended, to insure certain services to the Lessee and to insure certain rents to the Lessor, notwithstanding any provisions in the Declaration, Long-Term Lease, the Master Amendment or 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 of this Amendment. (1) that no past or future change in the Florida Statutes or by Federal or other legislation will be construed as affecting or changing the provisions of the Lease or this Amendment that require the Lessor to perform its obligations hereunder relative to the providing of facilities and services, and to receive the total rent specified herein; (2) no such changes shall change the amount of facilities and services that all Lessees are entitled to receive or change the amount of rent that each of them must pay as set forth herein.

15. New text.

When executed by both parties this agreement shall be deemed effective January 1, 1980 and the Lessor shall rebate to the unit owners within fifteen (15) days any rents paid by such unit owners or their Lessee Association to the Lessor in excess of the amount required to be paid under the terms of this Amendment.

16. The provisions of Article 7.5 of the Master Amendment are restated as follows as it applies to this Amendment:

Section 1. 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 Association 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.

Section 2. 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.

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17. The provisions of Article 7.7 of this Amendment are restated as follows as it applies to this Amendment:

Section 1. 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.

Section 2. This Amendment (i) shall be effective upon the signatures of the Lessor and Lessee-Association, and the recording thereof in the Public Records of Palm Beach County, Florida, and (ii) together with the Long-Term Lease, as herein amended, constitutes the entire understanding between the parties hereto and shall supersede any other Agreements, settlement agreements, compromises or the like bearing on the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date written by the parties adjacent to their names as set forth below.

Signed, sealed and delivered W.P.R.F., INC.
in the presence of:

By: _____

_____ CONDOMINIUM

ASSOCIATION

By: _____ Lessee

STATE OF FLORIDA)
)§
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, well known to me to be the _____ of W.P.R.F., Inc., a corporation, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him 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 SEAL)

NOTARY PUBLIC

My commission expires:

STATE OF FLORIDA)
)§
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, well known to me to be the _____ of _____ CONDOMINIUM ASSOCIATION and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said association and that the seal affixed thereto is the true corporate seal of said association.

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

(NOTARY SEAL)

NOTARY PUBLIC

My commission expires:

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UNITY AMENDMENT TO LONG-TERM LEASE
SCHEDULES OF AGREED MONTHLY RENTS

SCHEDULE A

JANUARY 1, 1980 until DECEMBER 31, 1989

FOR THE YEAR 1979:

	<u>1 BR</u> <u>1 B</u>	<u>1 BR</u> <u>1-1/2 B</u>	<u>1 BR</u> <u>2 B</u>	<u>2 BR</u> <u>1 B</u>	<u>2 BR</u> <u>1-1/2 B</u>	<u>2 BR</u> <u>2 B</u>
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 1980 the monthly rent for the Association shall be the above scheduled rents plus Fifty Cents (\$.50) per unit per month times the number of each type of unit in the Association.

FOR THE CALENDAR YEAR 1981 THROUGH 1989 the monthly rent shall be increased by an additional Fifty Cents (\$.50) per unit per year over the monthly rent for 1980.

SCHEDULE B

JANUARY 1, 1990 UNTIL DECEMBER 31, 1999

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

FOR THE CALENDAR YEAR 1991 THROUGH 1999 the monthly rent shall be increased by an additional One and 50/100 Dollars (\$1.50) per unit per year over the monthly rent for 1990.

EXHIBIT A

PROPOSED MAINTENANCE

SPECIFICATIONS UNITY LEASE AMENDMENT

SUBJECT: Pools (Kent, Camden, Dorchester, Hastings, Somerset, Southampton, Main Clubhouse - Outdoors (2), Indoors (1), and the Somerset Tennis Courts)

I. POOL MAINTENANCE

- A. Pools tested and necessary chemicals added daily.
- B. Pools skimmed and tile cleaned a minimum of seven (7) days a week, and pool filters backwashed as needed. Pressure clean pool deck minimum four (4) times a year. Pools to be vacuumed & brushed a minimum of three (3) times weekly.
- C. Clean rest rooms and saunas, where applicable, in pool building seven (7) days a week.
- D. Landscape maintenance of traffic island and pool areas in accordance with landscape maintenance schedule, where applicable.
- E. Pressure or manual cleaning of pool chairs by subcontractor a minimum of every eight (8) weeks, using a Butyl Base all purpose cleaner.
- F. Negotiate and place insurance coverage (fire, etc. and liability) for pool and pool buildings.
- G. Provide administrative and general services where applicable.

In the event that the time schedule listed above cannot be adhered to due to weather conditions or other circumstances beyond control, the services will be subsequently performed within a reasonable time.

II. POOL RESTROOM MAINTENANCE

(Items listed below are to be done on a daily basis).

- A. Clean and sanitize all basins, dispensers, chrome fittings.
- B. Wash and sanitize all lavatories, toilet bowls and seats.
- C. Damp wipe all mirrors, glass and metal frames.
- D. Empty all waste receptacles.
- E. Sweep, wash and rinse all ceramic tile flooring with disinfectant cleaner.
- F. Damp wipe all ceramic tile walls.
- G. Damp wipe and rinse all ceramic wall tile showers, while making special effort to prevent mold and algae buildup.
- H. Stock all toilet tissue, towels and hand soap.

III. POOL AREA LANDSCAPE MAINTENANCE

A. Mowing and Edging of Lawns:

- 1. Mow all lawns a minimum of twenty-nine (29) times per year, additional cutting as necessary.
- 2. Trim grass from around pool buildings and other outcroppings in the lawn each mowing.
- 3. Edge all walks and roadways each mowing.
- 4. Remove grass from walks and roadways after mowing and edging operations.
- 5. Mow grass near to water's edge, where applicable, once every four (4) to six (6) weeks.

B. Hedge and Plant Maintenance:

1. Trim hedges and plants a minimum of once every six (6) weeks.
2. Weed, manually or chemically, edge and rake all beds once every six (6) weeks.
3. Remove all debris generated by the above.

C. Tree Trimming

1. All trees shall be trimmed once per year.
2. Remove all low hanging branches and suckers as needed in conjunction with the hedge and plant maintenance.
3. Remove all debris generated by the above.

D. Fertilizing

1. Fertilize all lawns, twice a year, using a quality fertilizer.
2. Fertilize all plants and hedges twice a year, using a quality fertilizer with traces.
3. Use specialty fertilizer on ornamentals and palms as needed.

E. Pest Control Services

1. Spray all lawns as needed to control:
 - (a) Chinch bugs, army worms and sod-web worms.
 - (b) Grub worms.
 - (c) Mole crickets.
 - (d) Fungus.
2. Spray all plants as needed to control:
 - (a) Scale, aphids, mealy bugs and white fly.
 - (b) Mites.
 - (c) Caterpillars.
3. Nemotode control shall not be part of this contract.
 - (a) Professional consultation, if needed, to be available at no additional cost.

F. Irrigation and Maintenance

1. Sprinklers shall be visually or functionally checked after each mowing.
2. Adjust sprinkler heads as needed.
3. Trim around all sprinkler donuts once every six weeks, or as needed, to provide free flow of water.
4. Watering shall be done twice per week if required by weather conditions.
5. Broken sprinkler lines and valves shall be replaced as needed.
6. Electrical maintenance of wiring, pumps and motors where applicable.

G. Miscellaneous

1. In the event that the time schedule listed cannot be adhered to due to weather conditions or other circumstances beyond control, the services will be subsequently performed within a reasonable time.
2. Full time supervision is provided for all services rendered by subcontractors.

IV. MISCELLANEOUS MAINTENANCE & SERVICES

- A. Pool chairs and lounges. Pressure clean minimum once every two (2) months.
- B. Pool chairs and lounges. Maintain in safe working condition. Replace when needed.

- C. Inspect identification badges of person using pool areas, at random intervals, at least once a day.

V.

POOL AREA APPEARANCE

- A. Pools, Restroom Facilities and other poolside structures, including the Somerset tennis courts and facilities, and grounds in and around same are to be kept in good repair and appearance.

VI.

FACILITIES BREAKDOWN MAINTENANCE

- A. In the event that the above referenced facilities and/or the accompanying machinery or equipment should be damaged or should experience failure in operation which prevents or prohibits normal use of such facilities, said facilities, machinery or equipment should be replaced or restored to original functioning order and the facilities returned to normal operating condition within a reasonable period of time.

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EXHIBIT B

PROPOSED MAINTENANCE SPECIFICATIONS

UNITY LEASE AMENDMENT

Subject: Main and Hastings Clubhouses, Buildings and Grounds

I. GENERAL MAINTENANCE

The following maintenance checks are to be made as scheduled. Any repairs identified during the checks are to be repaired during the inspection, if possible. If the repairs are extensive, or require special skills, a work order will be prepared. Repairs or replacement will be performed by Management.

MAINTENANCE CHECK - DAILY

Pick up grounds and parking lot.
All lights.
Saunas.
Functioning of elevator.
Check with office for any problems to be taken care of on work orders.
Air Conditioning for proper setting and operation.

MAINTENANCE CHECK - WEEKLY

Check auditorium chairs regularly and tighten or repair as needed.
Shuffleboard courts and bleachers.
Fans in restrooms.
All wiring to be sure everything is safe.
Bocci Courts.
All parking lot lights.
All shuffleboard courts' lights.
Walkways, stairways and handrails to be clear and safe.
Exit lights and hallways for needed bulb replacement.
Electric rooms, make check on breakers and fuses, and make sure room is clear of storage and that it is easily entered.
Meter rooms to be clean and safe.
Make visual check of any needed painting or cleaning throughout the building.
Restrooms for any operating difficulties.
Water fountains for any problems.
Check on any work that has not been answered on outstanding work orders.
Pool restrooms and lights.

MAINTENANCE CHECK - MONTHLY

All fire extinguishers for emergency readiness.
Picnic Island equipment.
All billiard cues.
All ceiling tiles.
Exercise equipment - tighten bike seats - lubricate.
All equipment and machinery throughout building - workshop, lapidary room, etc.
All gutters for clogging - remove any debris from roofs.
Exterior doors, making sure of easy opening and closing, and hardware operations; also, thresholds.
Interior doors for the same.
Meter room doors and storage rooms and electrical room doors, same.
All fire doors for proper closing; also, all pneumatic closers.
Chillers for worn belts, loose belts, filters; maintain the motor and lubricate.
All air handlers for filters, belts and motors.
Benches and chairs in hallways.
All railings on 2nd floor surrounding halls.

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Service of elevators.
Boards on bleachers and benches for replacement.
Roof over bleachers.

MAINTENANCE CHECK - QUARTERLY

Have all billiard tables checked and leveled, if necessary.

MAINTENANCE CHECK - ANNUALLY

Pressure clean building exterior.
Fire extinguishers - service and inspection.

II. LANDSCAPE MAINTENANCE

The following landscape maintenance schedule applies to all the lawns and shrubs at the recreation facilities. Additional functions, such as the replacement of shrubs or grass, additional trimming and extra fertilization will be done as needed.

A. Mowing and Edging of Lawns:

1. Mow all lawns twenty-nine (29) times per year, or as needed.
2. Trim grass from around building and other outcroppings in the lawn each mowing.
3. Edge all walks and roadways once per month.
4. Remove grass from walks and roadways after mowing and edging.

B. Hedge and Plant Maintenance:

1. Trim hedges and plants once every six weeks.
2. Weed, manually or chemically, edge and rake all beds once every six (6) weeks.
3. Remove all debris generated by the above.

C. Tree Trimming:

1. All trees shall be trimmed once per year.
2. Remove all low hanging branches and suckers as needed in conjunction with the hedge and plant maintenance.
3. Remove all debris generated by the above.

D. Fertilizing:

1. Fertilize all lawns, two (2) times per year, using a quality fertilizer containing trace elements.
2. Fertilize all plants and hedges two (2) times per year, using a quality fertilizer with traces.
3. Use specialty fertilizer on ornamentals and palms as needed.

E. Pest Control Services:

1. Spray all lawns as needed to control:
 - a. Chinch bugs, army worms and sod-web worms.
 - b. Grub worms.
 - c. Mole crickets.
 - d. Fungus.
2. Spray all plants as needed to control:
 - a. Scale, aphids, mealy bugs and white fly.
 - b. Mites.
 - c. Caterpillars.

F. Irrigation and Maintenance:

1. Sprinklers shall be visually or functionally checked after each mowing.
2. Adjust sprinkler heads as needed.

3. Trim around all sprinkler donuts once every six (6) weeks, or as needed, to provide free flow of water.
4. Watering shall be done twice per week, if required by weather conditions.
5. Broken sprinkler lines and valves shall be replaced as needed.
6. Electrical maintenance of wiring, pumps and motors where applicable.

III. JANITORIAL SERVICES

Janitorial services will be provided seven (7) days a week. The basic cleaning, such as cleaning and restocking the restrooms, cleaning ashtrays and removing trash, will be done daily. Other functions, such as damp mopping the floors, cleaning windows, and dusting furniture will be done on a less frequent basis based on usage. The following schedule indicates the type of cleaning required for each area:

A. Party Room

1. Set up tables and chairs as to daily schedule.
2. Clean ashtrays and wipe off tables.
3. Take out trash.
4. Vacuum carpet.
5. Dust mop dance floors.
6. Damp mop dance floor once weekly.

B. Theater

1. Vacuum carpet.
2. Sweep up papers.
3. Straighten chairs.

C. Smokers' Cardroom

1. Vacuum carpet.
2. Clean ashtrays.
3. Wipe off tables.
4. Set up tables and chairs.

D. Non-Smokers' Cardroom

1. Set up tables and chairs.
2. Wipe off table tops.
3. Vacuum carpet.
4. Sweep up papers and wrappers.

E. General Purpose Room

1. Set up chairs based on daily schedule.
2. Vacuum carpet.
3. Pick up papers.
4. Dust.

F. Billiard Rooms (Resident, Guest & Hastings)

1. Clean ashtrays.
2. Dust lights over tables.
3. Vacuum carpet.
4. Vacuum tables, using special brush.
5. Wipe table rails and feet.

G. Hallways

1. Vacuum carpet.
2. Empty and clean ashtrays.
3. Arrange furniture.
4. Dust.

H. Lobby

1. Vacuum carpet.
2. Sweep and damp mop floor, chemically scrub the floor where needed.
3. Empty ashtrays.
4. Clean and scrub the floor around the fountain.

I. Sewing Center

1. Vacuum carpet.
2. Dust equipment.
3. Pick up trash.

J. Backstage

1. Clean restrooms.
2. Clean dressing rooms.
3. Dust mop stage.

K. Staff Office

1. Vacuum carpet.
2. Empty trash.
3. Clean ashtrays.
4. Dust furniture.
5. Clean glass doors.

L. Restrooms

1. Clean toilets, sinks and mirrors.
2. Sweep and clean the floors.
3. Empty trash.
4. Fill soap, towel and toilet paper dispensers.

M. Lapidary Room

1. Sweep and mop floors.
2. Empty trash.
3. Dust with tank type vacuum.

N. Art Studio

1. Sweep and mop floor.
2. Wipe off tables.
3. Dust with tank type vacuum.
4. Empty trash.
5. Clean sinks.

O. Library

1. Vacuum carpet.
2. Pick up books.

P. Ceramic Room

1. Sweep and mop floor.
2. Wipe off tables.
3. Dust with tank type vacuum.
4. Empty trash.

Q. Health Club

1. Dust mop floors.
2. Damp mop floors Sunday.
3. Stack up mats.
4. Dust equipment.

R. Men's & Women's Shower Rooms

1. Clean toilets, sinks and mirrors.
2. Wash down floors and wall tile.

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3. Wash tile in showers Monday, Wednesday and Friday.
4. Empty trash.
5. Fill soap, tissue and towel dispensers.
6. Tile in washrooms pressure cleaned and scrubbed weekly.

S. General Cleaning

1. Vacuum woodwork.
2. Dust picture frames.
3. Vacuum and dust furniture.
4. Clean plastic benches in hallways.
5. Wipe off all window sills.
6. Clean all wall lights.
7. Spot clean walls.
8. Clean inside glass windows, such as staff office and sewing room, etc.
9. Clean and dust stairway and rails.
10. Clean cobwebs and spot clean walls.
11. Restrooms-check for cleanliness and supplies a minimum of three times per day.
12. Clean air conditioning outlets.

IV. WORK ORDERS

A supply of work orders is kept in the staff offices. Any maintenance problem reported by a staff member or a resident is made into a work order. The maintenance supervisor establishes a priority for each work order and assigns it to the appropriate maintenance personnel or subcontractor. A follow-up system is used to insure the completion of each work order.

V. SAFETY INSPECTIONS

Periodic inspections of the facilities are made to determine if any condition exists which could pose a safety problem.

VI. STRUCTURES & GROUNDS

Structures and grounds around same are to be kept in good repair and appearance.

VII. FACILITIES AND ACCOMPANYING EQUIPMENT

In the event that the above referenced facilities and/or the accompanying machinery or equipment should be damaged or should experience failure in operation which prevents or prohibits normal use of such facilities, said facilities, machinery or equipment should be replaced or restored to original functioning order and the facilities returned to normal operating condition within a reasonable period of time.

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EXHIBIT C

PROPOSED SPECIFICATIONS FOR SOCIAL PROGRAMS

UNITY LEASE AMENDMENT

Shows: Professional entertainers will be engaged to perform in the theater on a periodic basis. The number and type of shows presented will be governed by resident participation, availability of talent and funds budgeted.

Dances: Dances will be held in the party room in the main clubhouse and Hastings clubhouse. There will be a mixture of free record dances and live band dances with an admission charge.

Other Theater Events: Book reviews, travelogues and cultural films will be presented in the theater on a periodic basis based on resident interest and availability.

Movies: 16MM movies will be shown in the theater on a schedule which includes afternoon and evening showings.

Classes: Based on resident interest and the availability of qualified instructors classes will be scheduled for a wide range of subjects and crafts. Class admission fees are used to pay the instructors and, therefore, classes may be cancelled due to insufficient participation.

Other Activities: Clubhouse facilities are available for other activities such as bingo, Yiddish culture, etc. on a space available basis.

Meeting Rooms: Rooms for meetings of various organizations are available on a first come basis. Space must be reserved in advance through the staff office.

Athletic Programs: Various athletic classes and events are scheduled to accommodate the interests of the residents. The number and type of classes are based on participation.

The attached schedules are for the year ending October 1984 and are for illustration only. In future years the types of events will vary based on resident participation and budgetary considerations. A calendar of events will be published each month.

ATHLETIC SCHEDULE - 1983-1984

Exercise Classes:

Arthritic Gym Exercises	2 x wk.
Arthritic Pool Exercises	2 x wk.
Aquacises	2 x wk.
Aerobic Exercise	5 x wk.
Wand Exercise	4 x wk.
Yôga	3 x wk.
Calisthenic Exercise	1 x wk.
Slimnastics	2 x wk.
Progressive Relaxation	2 x wk.

Swim Instruction:

Morning Beginner	2 x wk.
Afternoon Beginner	2 x wk.
Afternoon Advanced	2 x wk.
Morning Advanced Beginner	2 x wk.

Sailing Instruction:

Morning Beginner	2 x wk.
Afternoon Beginner	2 x wk.

Snorkeling Instruction:

Basic Beginner	1 x wk.
Advanced & Club	2 x mo.

First Aid Instruction:

Standard Course	2 x wk.
Review Course	1 x wk.

Handicap Corrective Therapy:

Afternoon Therapy	2 x wk.
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Athletic Clubs:

Sailing Club Meeting	1 x mo.
Snorkel Club Meeting	2 x mo.

Special Seasonal Activities:

Sailboat Races	1 x mo.
Sailing Tournament	1 x April
Fall Sailing Regatta	November
Spring Sailing Regatta	April
Snorkel Trips - Local	1 x mo.
Snorkel Trip - Florida Keys	November
Snorkel Trip - Caribbean	May
Marine Life Study	1 x mo.

CLASS SCHEDULE - 1983-1984

Seasonal:

Mandel Round Dancing	1 x mo.
Stockfeder Round Dancing	1 x mo.
Kanars Dancing	3 x wk.
Friedland Line Dancing	2 x wk.
Baking	1 x wk.
Beginning Bridge	2 x wk.
Resig Bridge	2 x wk.
Calligraphy	1 x wk.
Canasta	1 x wk.
Car Care	1 x wk.
Ceramics	2 x wk.
Chess	1 x wk.
Clay	2 x wk.
Aerobic Dance	2 x wk.
Discussion Group	2 x wk.
55 & Alive	1 x wk.
Lapidary	1 x wk.
Mah-Jong	1 x wk.
Music Appreciation	1 x wk.
Tai-Chi	2 x wk.
Water Color	1 x wk.
Portrait Painting	1 x wk.
Creative Writing	1 x wk.

Summer Classes:

Mandel Round Dancing	1 x wk.
Kanars Line Dancing	1 x wk.
Friedland Line Dancing	1 x wk.
Ceramics	1 x wk.
Aerobic Dance	1 x wk.

Activities that require no registration but require set-ups:

Duplicate Bridge	1 x wk.
Helping Hands	1 x wk.
Novice Duplicate Bridge	1 x wk.
Inter Condo. Bridge	1 x wk.
Party Bridge	1 x wk.
Yiddish Culture	1 x wk.
Yiddish Chorus	1 x wk.
Symphony Orchestra	1 x wk.
Baroque Orchestra	1 x wk.
Bingo	2 x wk.

<u>DATE</u>	<u>THEATER</u>	<u>DANCE</u>	<u>BOOK REVIEW</u>	<u>TRAVELOGUE</u>	<u>CULTURAL FILM</u>	<u>MOVIES</u>
11/83	21	6	1	1	1	9 day
12/83	26	8	1	1	1	6 eve
1/84	28	6	1	1	1	8 day
2/84	28	6	1	1	1	9 day 1 eve
3/84	28	8	1	1	1	9 day 8 eve
4/84	11 (4 Eve1)	4	1	1	0	7 day 9 eve
5/84	10	4	1	1	0	8 day 12 eve
6/84	11	4	1	0	0	9 day 11 eve
7/84	10	4	1	0	0	8 day 14 eve
8/84	13	4	0	0	0	9 day 12 eve
9/84	12	5	1	0	0	8 day 10 eve
10/84	13	3	1	0	0	9 day 12 eve

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EXHIBIT D

PROPOSED BUDGET - 1985

RECREATIONAL FACILITIES AT CENTURY VILLAGE, WEST PALM BEACH

	<u>TOTAL ANNUAL BUDGET</u>	<u>ALLOCATION PERCENTAGE</u>	<u>SOCIAL PROGRAM COSTS</u>
<u>SALARY & WAGES:</u>			
Entertainment	\$147,358.00	100%	\$147,358.00
Management, Supervision, Office & I.D.	155,996.00	89%	138,836.00
Pool Staff	69,795.00	13%	9,073.00
Maintenance Staff	72,900.00	0%	-0-
Athletic Staff	21,918.00	100%	21,918.00
Payroll Taxes & Insurance	88,902.00	70%	62,231.00
	<u>\$556,869.00</u>		<u>\$379,416.00</u>
<u>SOCIAL PROGRAM EXPENSES</u> <u>(Excluding Salaries & Wages):</u>			
Theater	\$259,125.00	100%	\$259,125.00
Dances & Classes	47,975.00	100%	47,975.00
Sports & Other Social	28,850.00	100%	28,850.00
Publications, Signs, Printing & Other	72,931.00	100%	72,931.00
	<u>\$408,881.00</u>		<u>\$408,881.00</u>
<u>REPAIRS & MAINTENANCE:</u>			
Janitorial Contract & Supplies	\$224,800.00	25%	\$ 56,200.00
Swimming Pool Maintenance	13,200.00	-0-	-0-
Pool Area Maintenance	42,200.00	25%	10,550.00
Building, Air Conditioning	85,379.00	25%	21,345.00
Landscape	51,952.00	-0-	-0-
	<u>\$417,531.00</u>		<u>\$ 88,095.00</u>
<u>OTHER COST OF OPERATION:</u>			
Utilities	\$286,578.00	25%	\$ 71,665.00
Real & Personal Property Tax	46,300.00	-0-	-0-
Insurance (other than PR)	64,600.00	-0-	-0-
Security	\$ 75,546.00	50%	37,773.00
	<u>\$473,024.00</u>		<u>\$109,438.00</u>
<u>ACCOUNTING, DATA PROCESSING, SUPPLIES, TELEPHONE & OTHER ADMINISTRATIVE:</u>			
Data Processing	\$ 19,430.00	75%	\$ 14,573.00
Accounting & Audit	27,500.00	75%	20,625.00
Telephones	10,200.00	75%	7,650.00
Other Misc. Expense & Supplies	25,170.00	100%	25,170.00
Auto Expense	11,040.00	50%	5,520.00
	<u>\$ 93,340.00</u>		<u>\$ 73,538.00</u>
<u>TOTAL</u>	<u>\$1,949,645.00</u>		<u>\$1,059,368.00</u>
<u>LESS INCOME FROM OPERATIONS</u>	<u><286,590.00></u>		<u><286,590.00></u>
	<u>\$1,663,055.00</u>		<u>\$772,778.00</u>

CERTIFIED RESOLUTIONS

The undersigned, Secretary of _____
Condominium Association, does hereby certify that at a duly held
meeting of the members of the Association, on the _____ day of
_____, 19____, at which a quorum was present
throughout, the following Resolutions were duly adopted by the
Association's members casting the requisite number of affirmative
votes, and which said Resolutions are still in force and effect,
to wit:

"RESOLVED, that this Association adopt, approve and join in
an amendment of its Long-Term Lease with _____
_____, substantially in the
form of AMENDMENT TO LONG TERM LEASE which has been presented to,
and discussed at, this meeting, and which is hereby ordered
affixed to the minutes of this meeting, and be it

"FURTHER RESOLVED, that the proper officers of this
Association, be and they are hereby authorized and directed, for
and on behalf of the Association, to make, execute and deliver
said AMENDMENT TO LONG TERM LEASE and to take all steps, and to
make, execute and deliver such other papers, documents and instru-
ments, necessary and appropriate to carry out the terms and pro-
visions thereof. All acts done on behalf of the Association by
said officers with respect to the above are hereby ratified and
confirmed, and be it

"FURTHER RESOLVED, that the Secretary of the Association,
certify these Resolutions, and deliver same to _____,
_____ it being the
intent of the Association that said Certified Resolutions be
relied upon by said _____."

I further certify that I have compared the above and fore-
going copy of the Resolutions with the original record of said
Resolutions and that this copy is full, true and exact; that the
meeting at which said Resolutions were adopted was called and
held pursuant to and in accordance with the requirements of law,
the Declaration and the By-laws of said Association.

WITNESS my hand and seal of the Association, this _____
day of _____, 19____.

Secretary

Condominium Association

(Association Seal)

EXHIBIT "C"

LESSOR'S STATEMENT OF WAIVER AND SCRIVENER'S ERROR

WHEREAS, Lessor and various Lessee Condominium Associations have executed the Unity Amendment to Long Term Lease (2nd Amendment) to which this document is attached; and,

WHEREAS, the 2nd Amendment contains a scrivener's error; and,

WHEREAS, the Lessor desires to waive an unmodified provision in the 1981 first Amendment as recorded in Official Record Book 3561, Page 0824, Public Records of Palm Beach County, Florida;

COMES NOW, THEREFORE for and in consideration of the execution of the Unity Amendment to Long Term Lease the Lessor states as follows:

(i) The reference to Article 4 of the first Amendment in the introductory portion of Paragraph 8 appearing on page 4 of the 2nd Amendment should refer to Article 5; and,

(ii) The provisions of Article 2.2 of the first Amendment are hereby waived in perpetuity and of no further force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the 5th day of December, 1986.

Signed, sealed and delivered
in the presence of:

W.P.R.F., INC.

Sperry Miller

By: Joseph D. Weingard

Joseph D. Weingard, Vice President

Robert D. Seldomridge

Attest: Robert D. Seldomridge

Robert D. Seldomridge, Secretary

STATE OF FLORIDA :

:S

COUNTY OF PALM BEACH :

Before me personally appeared Joseph D. Weingard
and Robert D. Seldomridge as Vice President and
Secretary, respectively, on behalf of W.P.R.F., Inc., a corpora-
tion, to me well known to be the persons described in and who
executed the foregoing instrument, and they acknowledged to me
that they executed said instrument for the purposes therein ex-
pressed.

WITNESS my hand and official seal in the County and State
last aforesaid this 5th day of December, 1986.

Sharon L. Choy
NOTARY PUBLIC

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES OCTOBER 19, 1987

This instrument prepared by:

Robert L. Shapiro, Esquire
2258 North Military Trail
West Palm Beach, FL 33409-2903

85173 R1498

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE BENENSON CAPITAL COMPANY, a New York General Partnership, as the owner of the recreational facilities at Century Village, West Palm Beach, Florida, and as the Lessor under the applicable Long Term Leases with the condominium associations and individual unit owners thereat, does hereby make, constitute and appoint W.P.R.F., INC., a Delaware corporation, as its true and lawful agent and attorney-in-fact to sign, execute, seal, acknowledge and deliver, in its own name, as Lessor, the two (2) Lease modification agreement forms offered to condominium associations at Century Village, West Palm Beach and more particularly known as "The Unity Amendment to Long Term Lease" which were forwarded to Steven B. Shore, Esquire, of Goldfarb & Fleece, by Levy, Shapiro & Kneen, P.A. under letter dated November 25, 1985. *

IN WITNESS WHEREOF, the undersigned has executed this grant of power.

Date March 31, 1986

THE BENENSON CAPITAL COMPANY,
a General Partnership
By The Charles B. Benenson Family
Trust U/A dated December 19, 1972,
a Partner

Witnesses:

Marguerite Salomone
Robert D. Seldomridge

By: Emmanuel Lubin Trustee
By: Lawrence Trustee

STATE OF NEW YORK
COUNTY OF NEW YORK }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Emmanuel Lubin and Lawrence

Rivkin well known to me to be the persons described in and who executed the foregoing instrument as Trustees of the Benenson Family Trust, General Partner in THE BENENSON CAPITAL COMPANY, a New York General Partnership, and they acknowledged before me that they executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said partnership.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of March, 1986

(NOTARIAL IMPRESSION SEAL)

Marguerite Salomone
NOTARY PUBLIC
My Commission Expires:

Prepared by and return to:
Robert D. Seldomridge, Esquire
Century Village Administration Building
North Haverhill Road
West Palm Beach, Florida 33417

MARGUERITE SALOMONE
Notary Public, State of New York
No. 31-481446
Qualified in New York County
Commission Expires March 30, 1988
April

* Any trustee executing this document in a trust capacity shall be liable solely in such capacity and not personally or individually liable therein.

EXHIBIT "D"

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

BB173 P1499