

**TROPICANA GARDENS, INC.**  
**4001 SOUTH OCEAN BLVD. PALM BEACH, FL 33480**

**Prepared by and return to:**  
**Tropicana Gardens, Inc.**  
**4001 S. Ocean Blvd**  
**S. Palm Beach, FL 33480**

PROPRIETARY LEASE

This Lease made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between  
**Tropicana Gardens, Inc.** (hereinafter referred to as the "**the Cooperative**"), a  
Florida for-profit Corporation, having its principal office in South Palm Beach,  
Florida, and \_\_\_\_\_ and \_\_\_\_\_  
(Hereinafter collectively referred to as "**Member**");

WHEREAS, corporation has been formed for the purpose of constructing,  
owning, and operating as cooperative housing to be located in South Palm Beach,  
Florida, with the intent that its Members shall have the right to occupy the dwelling  
units thereof under the terms and conditions hereinafter set forth; and

WHEREAS, the Member is the owner of a Certificate of Membership in the  
Cooperative and will reside in the Cooperative.

NOW, THEREFORE, for and in consideration of the mutual promises  
herein contained, the sum of ONE DOLLAR (\$1.00), and other good and valuable  
considerations, the receipt of which is hereby acknowledged, Cooperative does  
hereby lease and demise unto said Member the following described property, to  
wit.

Proprietary Lease assigning Unit# \_\_\_\_\_, Tropicana Gardens,  
Inc., a Cooperative Apartment Building located on the following described  
property:

A parcel of land lying in Section 35, Township 44 South, Range 43 East,  
being the North 100 feet of the South 200 feet of the South ½ of Government Lot  
#2, West of A1A, LESS the South 80 feet of the East 100 feet, said parcel of land  
situated, lying and being in Palm Beach County, Florida.

TO HAVE AND HOLD the same unto and said Member from the day of \_\_\_\_\_, and ending upon expiration of the charter of the lessor, unless sooner terminated as hereinafter provided. The Lease is subject to the following terms and conditions:

- 1. Provisions of the Articles and By-laws are Incorporated into this Lease:** The parties hereto agree to incorporate in terms of this Lease, the Articles and By-Laws of Tropicana Gardens, Inc., a Florida, for-profit Corporation, and to be bound by said Articles and By-Laws in each and every respect as the same may affect and direct the rights of each party under the terms of this Lease. Copies of the Articles and By-Laws are attached to this Lease, and by the signing of the Lease, both parties acknowledge that they have read the Articles and By-Laws as they now exist. In the event the Articles and By-Laws are from time to time amended, altered, or changed in any respect, then such amendment, alteration, or change shall likewise affect the covenants and conditions of the Lease, and both parties do hereby expressly agree to consent to such changes.
- 2. Premises to be used for Residential Purposes Only.** The Members shall occupy the dwelling unit covered by this Lease as a private dwelling for Member and Members' family and guests, and for no other purpose, and may enjoy the use, in common with the other Members of the Cooperative, of all community property and common facilities, so long as Member continues to own a Membership of the Cooperative, occupies Member's dwelling unit and abides by the terms of the lease.

The Member shall not permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance on the building, or on the contents thereof; or which will obstruct or interfere with the rights of the occupants, or annoy them by unreasonable noises or otherwise, nor will Member commit or permit any nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon. The Member shall comply with all the requirements of the Board of Health and of all other government authorities with respect to the said premises. If by reason of the occupancy or use of said premises by the Member the rate of insurance on the building shall be increased, the Member shall become personally liable for the additional insurance premiums.
- 3. Member's Rights to Peaceable Possession:** In return for the Member's continued fulfillment of the terms and conditions of the Lease,

the Cooperative covenants that the Member may at all times while this Lease remains in effect, have and enjoy for Members sole use and benefit the property hereinabove described, after obtaining occupancy, and may enjoy in common and with all other Members of the Cooperative the use of all community property of the common areas.

4. **No Subletting:** The Member hereby agrees not to assign this Lease or sublet his dwelling unit. Violation of this provision shall, at the option of the Cooperative, result in termination and forfeiture of the Member's rights under this Lease.

**5. Repairs:**

- a) **By Member:** The Member agrees to repair and maintain the dwelling unit at Member's own expense including, but not limited to:
- 1) Any repairs or maintenance necessitated by Members own negligence or misuse; and
  - 2) Any renovation of this dwelling unit.
- b) **By Cooperative:** The Cooperative shall provide and pay for all necessary repairs, maintenance and replacements, except interiors, windows, doors of units and as specified in clause (a) of this Article and Bylaws.
- c) **Right of Cooperative to Make Repairs at Member's Expense:** In case the Member shall fail to affect the repairs, maintenance and replacements specified in clause (a) of this Article in a manner satisfactory to the Cooperative and pay for same, the latter may do so and add the cost thereof to the Member's next carrying charge payments as a special assessment.

6. **Alterations and Additions:** The Member shall not, without the written consent of the Cooperative, make any structural alterations in the premises or in the water, electrical conduits, plumbing, or other fixtures connected therewith, or remove any additions, improvements, or fixtures from the premises.

If the Member for any reason shall cease to be an occupant of the premises, Member shall surrender to the Cooperative possession thereof, including any alterations, additions, fixtures, and improvements.

The Member shall not, without the prior written consent of the Cooperative, install or use in this unit any air conditioning equipment, washing machine, clothes dryer, electric heater, or power tools. The Member agrees that the Cooperative may require the prompt removal of any such equipment at any time and that the failure to remove such equipment upon request shall constitute a default within the meaning of Article 7 of this Lease.

7. **Definition of Default by Member and Effect Thereof:** It is hereby mutually agreed as follows: If at any time after the happening of any of the events specified in clauses (a) to (i) of this Article, the Cooperative shall give to the Member a notice that this Lease will expire at a date not less than (30) days thereafter.

This Lease and all the Member's rights under this Lease will expire on the date so fixed in such notice, unless in the meantime the default has been cured in a manner deemed satisfactory by the Cooperative. It being the intention of the parties hereto to create hereby conditional limitations, and it shall thereupon be lawful for the Cooperative to reenter the dwelling unit and to remove all persons and personal property there from either by summary dispossess proceedings or by suitable action or proceeding at law in equity or by any other proceeding which may apply to the eviction of tenants, or by force or otherwise, and to repossess the dwelling unit in its former state as if this Lease had not been made;

- a) In case at any time during the term of the Lease the Member shall cease to be the owner and legal holder of the Membership of the Cooperative.
- b) In case the Member attempts to transfer or assign this Lease in a manner inconsistent with the provisions of the By-Laws.
- c) In case at any time during the continuance of this Lease, the Member shall be declared bankrupt under the laws of the United States.
- d) In case at any time during the continuance of this Lease a receiver of the Member's property shall be appointed under any of the laws of the United States or any State.
- e) In case at any time during the continuance of this Lease the Member shall make a general assignment of the benefit of creditors.
- f) In case at any time during the continuance of this Lease a Member's Membership shall be duly levied upon and sold under the process of any Court.
- g) In case the Member fails to effect and/or pay for repairs and maintenance as provided for in the Bylaws thereof
- h) In case the Member shall fail to pay any sum due pursuant to the provisions of the Bylaws.

- i) In case the Member shall default in the performance of any of the obligations under this Lease.

The Member hereby expressly waives any and all right of redemption in case Member shall be dispossessed by judgement or warrant of any Court or Judge; the words "enter", "re-enter", and "re-entry", as used in this Lease are not restricted to their technical legal meaning, and in the event of a breach or threatened breach by the Member of any of the covenants or provisions hereof, the Cooperative shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings, and other remedies were not herein provided for.

The failure on the part of the Cooperative to avail itself of any of the remedies given under this Lease shall not waive nor destroy the right of the Cooperative to avail itself to such remedies for similar or other breaches on the part of the Member.

8. **Effect of Fire Loss on Interests of Member:** In the event of loss of damage by fire or other casualty to the above-mentioned dwelling unit without the fault or negligence of the Member, the Cooperative shall determine whether to restore the damaged premises and shall further determine in the event such premises shall not be restored, the amount which shall be paid to the Member to redeem the Membership and to reimburse Member for such loss as Member may have sustained. If under such circumstances, the Cooperative determines to restore the premises, carrying charges shall abate wholly or partially as determined by the Cooperative until the premises have been restored. If on the other hand the Cooperative determines not to restore the premises, the carry charges shall cease from the date of such loss or damage.
9. **Inspection of Dwelling Unit:** The Member agrees that officers and employees of the Cooperative shall have the right to enter the dwelling unit of the Member and make inspections thereof at any reasonable hour of the day

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered In the presence of:

TROPICANA GARDENS, INC.

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Board Member

\_\_\_\_\_  
Witness Print Name

Attest: \_\_\_\_\_  
Board Member

\_\_\_\_\_  
Witness Signature

(Corporate Seal)

\_\_\_\_\_  
Witness Print Name

The foregoing instrument was acknowledged before me this \_\_\_\_ day, \_\_\_\_ month, year \_\_\_\_ by \_\_\_\_\_, and by \_\_\_\_\_ as Board Members, respectively of Tropicana Gardens, Inc.

Personally known\_ OR Produced Identification

NOTARY PUBLIC STATE OF FLORIDA

Type of identification: \_\_\_\_\_

Sign \_\_\_\_\_

Print \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

MEMBER

Signed, sealed, and delivered

In the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Witness Print Name

\_\_\_\_\_  
Buyer Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Witness Print Name

\_\_\_\_\_  
Buyer Print Name

The foregoing instrument has been  
acknowledged before me this date by

Personally known OR Produced  
Identification

NOTARY PUBLIC STATE OF  
FLORIDA

Sign

Type of identification:

Print

My Commission expires

\_\_\_\_\_