

SHORE DRIVE APARTMENTS, INC.

STANDARD RESIDENT GUEST AGREEMENT

THIS RESIDENT GUEST AGREEMENT, entered into this _____ day of _____, _____, by and between _____, Shareholder and Owner of Unit No. _____ of SHORE DRIVE APARTMENTS, INC., (hereinafter referred to as "Shareholder") _____, Resident Guest of the Shareholder of Unit No. _____ (hereinafter referred to as Resident Guest) and SHORE DRIVE APARTMENTS, INC. (hereinafter referred to as "Corporation").

1. RESIDENT GUEST OCCUPANCY. Corporation does hereby grant permission for Resident Guest to occupy Unit No. _____ in SHORE DRIVE APARTMENTS, Inc. The permission to occupy this unit is granted pursuant to Rule 1, "Guests," of The Rules We Live By. Shareholder and Resident Guest agree and acknowledge that Resident Guest status and permission to occupy this unit as a Resident Guest are solely within the discretion of the Corporation and both can be withdrawn by the Corporation at any time, without cause.

2. SHAREHOLDER'S OCCUPANCY. Shareholder shall remain a permanent occupant of this unit and shall actually occupy this unit with Resident Guest and this shall be a continuing condition of this agreement and Resident Guest's permission to occupy this unit. Shareholder shall be deemed to be not permanently occupying this unit, if Shareholder is absent from this unit for a period of ninety (90) days during any one year period. Failure of Shareholder to permanently and simultaneously reside in the unit with Resident Guest shall entitle the Corporation to all the rights of the Shareholder and the right to terminate this agreement, Resident Guests' occupancy and evict Resident Guest. In the event the Corporation brings any action, proceeding or litigation to terminate this agreement and/or evict Resident Guest, Corporation shall recover from Shareholder and/or Resident Guest, jointly and severally, its costs and reasonable attorney's fees incurred therefor, whether suit be brought or not, through the appellate level.

3. USE AND OCCUPANCY. The unit shall be used solely as a private residence for Shareholder and Resident Guest. Shareholder and Resident Guest agree not to use the unit or common areas, or permit the unit or common areas to be used, for any illegal, immoral or improper purpose. Shareholder and Resident Guest agree not to make, nor permit to be made, any disturbance, noise or annoyance of any kind which is detrimental to the premises or to the comfort of any of the inhabitants of the building or any other building. Pets of any nature or kind are prohibited.

4. CARE OF PREMISES. Shareholder and Resident Guest agree to maintain the unit and common areas in a sanitary and orderly condition, and further agree not to damage, or deface the unit, other units or common areas or any portion thereof. Shareholder and Resident Guest acknowledge the unit is equipped with certain appliances and equipment, all of which belong to the Corporation. Shareholder and Resident Guest agree to use and maintain all such appliances and equipment in accordance with manufacturers' specifications and the regulations of the Corporation now or hereafter provided, and to be responsible for all repairs and any damage brought by the neglect of such equipment by Shareholder or Resident Guest. Shareholder and Resident Guest shall be responsible for maintaining the appliances and equipment in good condition and repair.

5. RULES AND REGULATIONS. Resident Guest agrees to take occupancy subject to and assume and abide by the Articles of Incorporation, By-Laws, Rules and Regulations (The Rules We Live By) of the Corporation, the Occupancy Agreement between Shareholder and Corporation, and all their exhibits incorporated thereto (hereinafter collectively referred to as Cooperative Documents), all as may be amended from time to time, and by execution of this agreement Resident Guest acknowledges having received and read copies of the foregoing documents.

6. DEFAULT. Resident Guest specifically, but without limitation, acknowledges that the breach by Resident Guest of any of the terms, conditions and covenants of the Cooperative Documents shall constitute a breach of a substantial obligation under this agreement. Failure of Resident Guest to abide by the Cooperative Documents and/or this Agreement shall entitle the Corporation to all the rights of the Shareholder and the right to terminate this agreement, Resident Guest's occupancy and evict Resident Guest. In the event the Corporation brings any action, proceeding or litigation to terminate this agreement and/or evict Resident Guest, Corporation shall recover from Shareholder and/or Resident Guest, jointly and severally, its costs and reasonable attorney's fees incurred therefor, whether suit be brought or not, through the appellate level.

7. ASSIGNMENT AND SUBLETTING. Neither Shareholder nor Resident Guest shall sublet the Apartment nor any part thereof, nor shall this agreement be assigned by Shareholder or Resident Guest without written consent of the Corporation.

8. GUESTS. Resident Guest is prohibited from inviting or bringing any guests to the unit, other units or the common areas of SHORE DRIVE APARTMENTS, INC.

9. CORPORATION'S LIABILITY. Corporation shall not be liable to Resident Guest for damage to person or property caused by other residents or other persons. Resident Guest agrees to indemnify, defend and hold Corporation harmless from and against any claims for damages to person or property arising from Resident Guest's use of the premises, or from any activity or work permitted to be suffered by Resident Guest in or about the premises. Corporation shall not be liable for personal injury, or damages to Resident Guest's personal property from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms, riots or other causes whatsoever. If any of Corporation's employees are requested to render any services, such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not within the scope of such employee's employment, such employee shall be deemed the agent of Resident Guest regardless of whether payment is arranged for such service and Resident Guest agrees to indemnify, defend and hold the Corporation harmless from all liability in connection with such services.

10. HOLDING OVER. If Resident Guest shall fail to vacate the unit whenever requested to do so by the Corporation, this shall entitle the Corporation to all rights of the Shareholder and the right to terminate this agreement and evict Resident Guest. This right of Corporation is pursuant to Paragraph 1 of this agreement and is in addition to the rights and remedies afforded Corporation in any other paragraph of this agreement. In the event the Corporation brings any action, litigation or proceeding to terminate this agreement or evict Resident Guest, the Corporation shall recover from Shareholder and/or Resident Guest, jointly and severally, its costs and reasonable attorney's fees incurred therefor, whether suit be brought or not, through the appellate level.

11. ATTORNEY'S FEES. In the event of the employment of an attorney by Corporation because of the violation, interpretation or enforcement of any term or provision of this agreement or the Cooperative Documents by or against Resident Guest, Shareholder and Resident Guest shall be jointly and severally liable and shall pay Corporation's attorney's fees and court costs, whether suit be brought or not, through the appellate level.

12. NO REPRESENTATIONS. Shareholder and Resident Guest acknowledge that neither Corporation nor any employee or agent of Corporation has made any promises, any representations or any warranties in connection with this agreement that are not contained in this agreement. This agreement is wholly integrated and is the entire agreement between the parties and, once it is signed, it can only be amended by a written instrument executed by all parties. Any modification of this agreement not in accordance herewith shall be null and void and of no force or effect.

13. GOVERNING LAW; VENUE. This agreement shall be governed and construed under the laws of the State of Florida, both substantive and remedial. Any action, litigation or proceeding arising out of or concerning this agreement shall be commenced in Broward County, Florida, and the parties expressly waive their right to venue elsewhere.

14. EQUALITY OF POSITION. Shareholder and Resident Guest acknowledge and agree that the terms of this agreement are the result of negotiation between and among the parties and their attorneys and that this agreement is not to be construed more strongly against one party than the other.

15. CONSIDERATION FOR OCCUPANCY. Resident Guest is prohibited from paying any money or other consideration to Shareholder in exchange for Resident Guest's occupancy of this unit. Resident Guest hereby expressly represents that Resident Guest is not paying and has not promised to pay Shareholder any money or other consideration in exchange for Resident Guest's occupancy of this unit.

16. TERM. This agreement shall terminate one (1) year from the execution date set forth below; provided, however, that Corporation may extend and/or renew this agreement for additional one (1) year periods. This agreement shall automatically terminate, if Shareholder shall fail to permanently occupy this unit.

17. NOTIFICATION. Shareholder and Resident Guest shall notify Corporation in the event either Shareholder or Resident Guest shall be absent from this unit for longer than three (3) consecutive days.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, _____.

Signed, sealed and delivered in the presence of:

_____ SHORE DRIVE APARTMENTS, INC.

_____ By: _____

Shareholder

_____ Resident Guest

BY-LAWS
OF
SHORE DRIVE APARTMENTS, INC.
AS AMENDED FEBRUARY 20, 1967, FEBRUARY 19, 1968,
FEBRUARY 15, 1971, FEBRUARY 21, 1977, FEBRUARY 19, 1979,
FEBRUARY 15, 1988, FEBRUARY 20, 1989, FEBRUARY 19, 1990,
JULY 2, 1991, NOVEMBER 28, 1995, JANUARY 31, 2001,
DECEMBER 13, 2005.

ARTICLE I

NAME AND LOCATION OF CORPORATION

Section 1. The name of this Corporation is SHORE DRIVE APARTMENTS, INC. Its principal office is located at the southwest corner of the intersection of N.E. 36th Street and State Road A1A in the Coral Ridge section of Fort Lauderdale, Florida.

ARTICLE II

PURPOSE

Section 1. The purpose of this Corporation is to provide its stockholders with housing and community facilities, if any, on a nonprofit basis consonant with the provisions set forth in its Certificate of Incorporation.

ARTICLE III

MEMBERSHIP

Section 1. Eligibility. Only natural persons may be stockholders. Joint ownership will only be permitted where the joint owners are a single family. Family shall be defined as no more than two unrelated persons living together as a single housekeeping unit, or two or more persons related by blood, marriage, or adoption, and living together as a single housekeeping unit. Permanent occupancy of an apartment shall be restricted to no more than two persons per bedroom.

Joint ownership or co-registration of a stock certificate shall not be used as a device to effect postmortem transfers of stock ownership to nonresidents. Each co-owner must sign an Occupancy Agreement and be a co-resident. Any person who acquires stock ownership as the legatee or distributee of a deceased stockholder, or by purchase, shall not be permitted to exercise occupancy privileges unless and until he/she has been approved by the Corporation.

A Member may place the title to his/her stock ownership in a trust, provided that the unit owner is the Trustee and further provided that in the event the Trust would transfer title to some other parties upon the death of the unit owner, then there would be no transfer permitted until the assignees have been duly approved for membership. It is also understood that only the unit owner/trustee would be permitted to the occupancy rights.

Section 2. Application for Membership. Application for membership shall be presented in person on a form of Subscription Agreement prescribed by the Board of Directors and all such applications shall be acted upon promptly by the Board of Directors.

Section 3. Members. The Member shall consist of such subscribers as have been approved for membership by the Board of Directors and who have paid for their membership and received membership certificates.

Section 4. Capital Stock. The amount of capital stock authorized by this Certificate of Incorporation, being the maximum number of shares of stock which this corporation is authorized to issue and have outstanding at any time, shall be 604,450 shares, all of which stock shall be a common stock having a par value of 10 cents per share.

Section 5. Stock Certificates. Each stock certificate shall state that the Corporation is organized under the laws of the State of Florida, the name of the registered holder of the membership represented thereby, the Corporation lien rights as against such membership as set forth in this Article, and the preferences and restrictions applicable thereto, and shall be in such form as shall be approved by the Board of Directors. Stock certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to full payment. Every stock certificate shall be signed by the President or Vice President, and the Secretary, and shall be sealed with the corporate seal.

Section 6. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Corporation and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the share certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered owner of such lost or destroyed certificate or

Section 6. Lost Certificates (Cont'd.)

certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Corporation a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Corporation.

Section 7. Lien. The Corporation shall have a lien on the outstanding regular memberships in order to secure payment of any sums which shall be due or become due from the holders thereof for any reason whatsoever, including any sums due under any occupancy agreements.

Section 8. Transfer of Membership. Except as provided herein, membership shall not be transferable and, in any event, no transfer of membership shall be made upon the books of the Corporation within ten (10) days next preceding the annual meeting of the Members.

(a) Death of Member. If, upon death of a Member, his/her membership in the Corporation passes by will or intestate distribution to a member of his immediate family, namely, mother, father, sister, brother, son or daughter and their respective spouses, such legatee or distributee may, by assuming in writing the terms of the Subscription Agreement and Occupancy Agreement, where required by the Administration within sixty (60) days after Member's death, and paying all amounts due thereunder, become a Member of the Corporation. If Member dies and an obligation is not assumed in accordance with the foregoing, then the Corporation shall have an option to purchase the membership from the deceased Member's estate in the name provided in paragraph (b) of this Section, written notice of the death being equivalent to notice of intention to withdraw. If the Corporation does not exercise such option, the provisions of paragraph (c) of this Section shall be applicable, the reference to "Member" therein to be construed as references to the legal representative of the deceased Member.

(b) Option of Corporation to Purchase. If the Member desires to leave the project, he shall notify the Corporation in writing of such intention and the Corporation shall have an option for a period of thirty (30) days thereafter, but not the obligation, to purchase the membership, together with all of the Member's rights with respect to the dwelling unit, at an amount to be determined by the Corporation as representing the transfer value thereof, less any amounts due by the Member to the Corporation under the Occupancy Agreement, and less the cost or estimated cost of all deferred maintenance, including painting, redecorating, floor finishing, and such repairs and replacements as are deemed necessary by the Corporation to place the dwelling unit in suitable condition for another occupant. The purchase by the Corporation of the

(b) Option of Corporation to Purchase (Cont'd.)

membership will immediately terminate the Member's rights and the Member shall forthwith vacate the premises.

(c) Procedure Where Corporation Does Not Exercise Option. If the Corporation waives in writing its right to purchase the membership under the foregoing option, or if the Corporation fails to exercise such option within the thirty (30) day period, the Member may sell his membership to any person who has been duly approved by the Corporation as a Member and occupant. If the Corporation agrees, at the request of the Member, to assist the Member in finding a purchaser, the Corporation shall be entitled to charge the Member a fee it deems reasonable for this service. When the transferee has been approved for membership and has executed the prescribed Occupancy Agreement, the retiring Member shall be released of his obligations under his Occupancy Agreement, provided he has paid all amounts due the Corporation to date.

(d) Transfer Value. Whenever the Board of Directors elects to purchase a membership, the term "transfer value" shall mean the sum of the following:

- (1) The consideration (i.e. down payment) paid for the membership by the first occupant of the unit involved as shown on the books of the Corporation.
- (2) The value, as determined by the Directors, of any improvements installed at the expense of the Member with the prior approval of the Directors, under a valuation formula which does not provide for reimbursement in an amount in excess of the typical initial cost of the improvements; and

(e) Right of First Refusal of Corporation to Purchase. Subject to the Corporation's right of first refusal, a Member may sell his/her membership to any person who has been duly approved by the Corporation as a Member and occupant. In the event a Member has secured a binding contract from a third party to purchase his/her apartment, the Corporation shall have the right of first refusal for a period of thirty (30) days thereafter to purchase the apartment under the same terms and conditions as shown in the binding agreement of the third party. If the Corporation waives, in writing, its right to purchase the membership as above set out, or if the Corporation fails to exercise its right of first refusal within thirty (30) days, the Member may sell his/her membership to any person duly approved by the Corporation as a Member and occupant. When a transferee has been approved for membership and has executed the prescribed Occupancy Agreement, the retiring Member shall be released of his obligations under his Occupancy Agreement, provided he has paid all amounts due to the Corporation to date.

