

This instrument prepared by:
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 1899 N. E. 164th Street
 North Miami Beach, Florida 33160

DECLARATION OF CONDOMINIUM

OF

EASTERN PARKVIEW CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made this 18th day of October, 1978, by LEONARD E. ZEDECK, TRUSTEE, and BENJAMIN R. JACOBI, TRUSTEE, herein called "Developer", for themselves, their successors, grantees and assigns, to their grantees and assignees and their heirs, successors and assigns.

WHEREIN, the Developer makes the following Declarations:

I. PURPOSE. The purpose of this Declaration is to submit the lands herein described and the improvements constructed thereon, together with all easements, rights and appurtenances belonging thereto, to the condominium form of ownership and use pursuant to Chapter 718, Florida Statutes, hereinafter referred to as the Condominium Act.

1. THE LAND. The lands which are hereby submitted to the condominium form of ownership are the certain lands lying in Dade County, Florida, as said lands are described in Exhibit "A" attached hereto and made a part hereof, as though fully set forth herein, which lands are herein called "the land", and upon which there is constructed a four story multi-family residential building designated as the EASTERN PARKVIEW CONDOMINIUM.

2. NAME. The name by which the property shall hereafter be known is EASTERN PARKVIEW CONDOMINIUM.

3. CONDOMINIUM. Condominium is that form of ownership under which the units of a building intended for independent use are owned by different owners in fee simple, and the parts of the building other than such units, as well as the land, are owned by such owners in undivided shares as tenants in common, which undivided shares are appurtenances to the respective units of the building.

4. CONDOMINIUM DOCUMENTS. The documents by which the condominium will be established, and which are referred to in said documents as the condominium documents, are the following:

(a) This DECLARATION OF CONDOMINIUM and Exhibits, herein called Declaration, which sets forth the nature of the property rights in the condominium and the covenants running with the land which govern those rights. All of the other condominium documents shall be subject to the provisions of the Declaration.

(b) ARTICLES OF INCORPORATION of EASTERN PARKVIEW CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, by which the owners of apartments will administer the condominium.

(c) BY-LAWS of EASTERN PARKVIEW CONDOMINIUM ASSOCIATION, INC.

(d) RULES and REGULATIONS of EASTERN PARKVIEW CONDOMINIUM ASSOCIATION, INC.

(e) Sample WARRANTY DEED by which Developer will convey the apartments with appurtenances.

II. DEFINITIONS. As used in this Declaration and the other condominium documents, unless the context otherwise requires:

1. APARTMENT means a part of an apartment building capable of any type of independent use, including one or more rooms or enclosed spaces described on the plans and comprising one living unit, as well as open spaces located on one or more floors (or part or parts thereof), and with a direct exit to a public street or highway or to a common area leading to such street or highway. When used in a conveyance of an apartment, and elsewhere when the context permits, the word "apartment" shall include the appurtenances thereto which are elsewhere described.

2. APARTMENT BUILDING means a building containing one or more apartments which are located upon the land.

3. APARTMENT OWNER means the person or persons owning an apartment in fee simple.

4. APARTMENT NUMBER means the number, letter or combination thereof or other designation which is established of record in a condominium deed as an identification of an apartment.
5. ASSESSMENT means an apartment owner's pro rata share of the common expenses which from time to time are assessed against an apartment owner by the Association in the manner herein provided.
6. ASSOCIATION means EASTERN PARKVIEW CONDOMINIUM ASSOCIATION, INC., and its successors through which all of the apartment owners act as a group in accordance with this Declaration and the other condominium documents.
7. COMMON AREAS means portions of the land not to be occupied by the apartment building, and portions of the apartment building which are occupied or used by more than one apartment owner.
8. COMMON ELEMENTS includes within its meaning the following items:
- (a) The Land heretofore described.
 - (b) All parts of the apartment building not included within the apartments.
 - (c) All improvements not included within the apartment building.
 - (d) Easements.
 - (e) Installations for the furnishing of utility services to more than one apartment, or to an apartment other than the apartment containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
 - (f) The personal property and installations in connection therewith required for the furnishing of services to more than one apartment, such as, but not limited to, tanks, motors, fans, compressors.

(g) The tangible personal property required for the maintenance and operation of the condominium property.

9. COMMON EXPENSE means and includes:

(a) Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of apartments which are the responsibility of the Association.

(b) Expenses agreed upon as common expenses by the Association.

(c) Expenses declared common expenses by provisions of this Declaration or other condominium documents.

10. WARRANTY DEED means the instrument by which the apartments in the apartment building constructed, together with the appurtenances thereto, are conveyed to apartment owners.

11. CONDOMINIUM PROPERTY means and includes the land, apartment building and the apartments therein, all improvements and structures upon the land, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, which have been or are intended to be submitted to the provisions of this Declaration, pursuant to Chapter 718, Florida Statutes.

12. DEVELOPER means LEONARD E. ZEDECK, TRUSTEE, and BENJAMIN R. JACOBI, TRUSTEE.

13. MAJORITY or "majority of apartment owners" means apartment owners with fifty-one (51%) per cent or more of the votes assigned in the condominium documents to the apartment owners for voting purposes. Reference to other percentages of apartment owners shall mean the stated percentage of such votes.

14. PARCEL means the land as disclosed by the legal description and survey which is Exhibit "A".

15. PERSON means an individual, corporation, trustee or other legal entity capable of holding title to real property.

16. SINGULAR, PLURAL and GENDER. Whenever the context so permits, the use of the plural shall include the singular, the singular and plural, and the use of any gender shall be deemed to include all genders.

III. THE CONDOMINIUM. The Condominium to which the land is hereby submitted and which shall be known as the EASTERN PARKVIEW CONDOMINIUM shall be constituted as follows:

1. DEVELOPMENT PLAN. The EASTERN PARKVIEW CONDOMINIUM will be developed in the following manner:

(a) PARCELS. The land is comprised of one parcel as legally described in Exhibit "A" attached hereto and made a part hereof.

(b) IMPROVEMENTS. The improvements constructed or which are permitted to be constructed upon the land are as follows:

(i) APARTMENT BUILDING. The condominium shall consist of fifteen (15) apartments in the apartment building, and which apartments will be numbered; such apartment numbers being those shown upon the plats which are Exhibit "F". The building constructed upon the said land is as follows:

A four story, fifteen unit building, of which the upper three floors are comprised of apartments with five apartments to a floor and the ground floor dedicated to the parking, lobby and recreational facilities, including a swimming pool.

Such building is constructed principally of structural steel and reinforced concrete; the total building area constitutes 5950 square feet, of which 5192 square feet constitutes fifteen apartments and square feet constitutes parking facilities for approximately 22 vehicles

2. APARTMENTS. The apartments shall be constituted as follows:

(a) Three floors of five apartments per floor designated as follows: 201, 202, 203, 204, 205, 301, 302, 303, 304, 305, 401, 402, 403, 404 and 405. The first numeral shall state which floor upon which apartment is located. 01 and 05 apartments are one bedroom 1 1/2 bath apartments consisting of approximately 940 square feet. 02, 03 and 04 apartments are two bedroom 2 bath apartments consisting of approximately 1100 square feet.

Each apartment contains the following:

Wall to wall carpeting	Wall cabinets
Self cleaning oven	Individual electric
Refrigerator	hot water tank
Garbage disposal	Vitreous enamel kitchen
Dishwasher	sink
Master Color TV antenna	Toilets, bathtubs and
Individual electric heating and	wash basins
cooling system	

All of the above have already been installed and no color selections are available to unit purchasers.

(b) REAL PROPERTY. Each apartment, together with all appurtenances thereto, shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the condominium property, subject only to the provisions of the condominium documents.

(c) POSSESSION. Each apartment owner shall be entitled to the exclusive possession of his apartment.

(d) BOUNDARIES. Each unit shall include the volumes or cubicles of space enclosed by the finished surfaces of perimeter walls, ceilings and floors thereof (including vents, doors, windows and such other structural elements as ordinarily are regarded as enclosures of space), together with the interior surfaces of the perimeter and interior walls, floors and ceilings.

(e) APPURTENANCES. The ownership of each apartment shall include, and there shall pass with each apartment as appurtenances thereto, whether or not separately described, all of the rights, title and interest of an apartment owner in the condominium property which shall include, but not be limited to:

(i) Common Elements. An undivided share in the common elements, including but not limited to, the land upon which the apartment building is located, all parts of such building not included within the apartment, recreation rooms and facilities, pool, garden areas, laundry rooms, lobby, stairways, trash rooms, halls, one elevator, plumbing pipes and sewer pipes, and facilities and parking areas or garages.

(ii) Easements for the benefit of the apartment.

(iii) Association membership and interests in funds and assets held by the Association.

(iv) Provided, however, that such appurtenances shall be subject to the easements for the benefit of other apartments and the Association.

(f) EASEMENT TO AIR SPACE. The appurtenance shall include an exclusive easement for the use of the air space occupied by the apartment as it exists at any particular time and as the apartment may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(g) CROSS-EASEMENTS. The appurtenances shall include the following easements from each apartment owner to each other apartment owner and to the Association:

(i) Ingress and Egress. Easements through the common areas for ingress and egress.

(ii) Maintenance, Repair and Replacement. Easements through the apartments and common elements for maintenance, repair and replacement of the apartments and common elements. Such access to the apartments shall be only during reasonable hours, except that access may be had at any time in case of emergency.

(iii) Support. Every portion of an apartment contributing to the support of the apartment building shall be burdened with an easement of support for the benefit of all other apartments and common elements in the building.

(iv) Utilities. Easements through the apartments and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other apartments and the common elements; provided, however, that such easements through an apartment shall be only according to the plans and specifications for the apartment building or as the building is constructed, unless approved in writing by the apartment owner.

(h) MAINTENANCE. The responsibility for the maintenance of an apartment shall be as follows:

(i) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(A) All portions of the apartment, interior wall surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to, the outside walls of the apartment building, interior boundary walls of apartments, and load-bearing columns.

(B) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the apartment contributing to the support of the building or within interior boundary walls; and all of such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

(C) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

(D) All portions of the recreational facilities including pool and deck areas, lobby, garden and lawn areas, trash rooms, laundry rooms, elevator and public stairways, and all appurtenances thereto.

(ii) By the Apartment Owner. The responsibility of the apartment owner shall be as follows:

(A) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

(B) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(C) To promptly report to the Association any defect or need for repairs, the responsibility of which is that of the Association.

(i) ALTERATION AND IMPROVEMENT. No apartment owner shall make any alterations in the portions of the apartment and apartment building which are to be maintained by the Association

or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining the approval of seventy-five (75%) of the Board of Directors of the Association.

3. COMMON ELEMENTS. The ownership and the use of the common elements shall be governed by the following provisions:

(a) SHARES OF APARTMENT OWNERS. The shares of apartment owners in the common elements as stated in this Declaration, as per the schedule attached as Exhibit "E", may be altered only by amendment of the Declaration executed by all of the owners of the shares concerned. No such change shall affect the lien of prior recorded mortgages or liens.

(b) APPURTENANT TO APARTMENTS. The shares of an apartment owner in the common elements are appurtenant to the apartment owned by him. None of the appurtenances may be separated from the apartment to which they appertain, and all of the appurtenances shall be deemed to be conveyed or encumbered or to otherwise pass with the apartment, whether or not expressly mentioned or described in a conveyance or other instrument describing the apartment.

(c) COVENANT AGAINST PARTITION. In order to preserve the condominium, the common elements shall remain undivided, and no apartment owner nor any other person shall bring any action for partition or division of the whole or any part thereof of the common elements so long as any apartment building in useful condition exists upon the land.

(d) NON-EXCLUSIVE POSSESSION. Each apartment owner and the Association may use the common elements for the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other apartment owners.

(e) MAINTENANCE AND OPERATION. The maintenance and operation of the common elements shall be the responsibility and the expense of the Association; provided, however, that in case of emergency and in order to preserve the property or for the safety

of the occupants, an apartment owner may assume the responsibility therefor, and he shall be relieved of liability for his acts performed in good faith, and he shall be reimbursed for his expense by the Association when approved by its Board of Directors.

(f) ALTERATION AND IMPROVEMENT. There shall be no alteration of the building nor further improvement of the parcel upon which the building is located, without prior approval in writing of all of the owners thereof and of the Board of Directors of the Association.

4. ASSESSMENTS. Assessments against the apartment owners shall be made by the Association and shall be governed by the following provisions:

(a) SHARE OF EXPENSE. Common Expense --Each apartment owner shall be liable for his share of the common expenses, and any common surplus shall be owned by each apartment owner in a like share, such share being the same as his undivided share in the common elements as shown in Exhibit "E" attached hereto.

(b) ASSESSMENTS OTHER THAN COMMON EXPENSES. Any assessments, the authority to levy which is granted to the Association or its Board of Directors by the condominium documents, shall be paid by the apartment owners to the Association in the proportions set forth in the provision of the condominium documents authorizing the assessment.

(c) ACCOUNTS. All sums collected by the Association from assessments may be co-mingled in a single fund, but they shall be held for the apartment owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

(i) Common Expense Account -- to which shall be credited collections of assessments for all common expenses as well as payments received for defraying costs of the use of common elements.

(ii) Alteration and Improvement Account -- to which shall be credited all sums collected for alteration and improvement assessments.

(iii) Reconstruction and Repair Account -- to which shall be credited all sums collected for reconstruction and repair assessments.

(iv) Emergency Account -- to which shall be credited all sums collected for emergencies.

(d) ASSESSMENTS FOR COMMON EXPENSES. Assessments for common expenses shall be made for the calendar year annually in advance on or before the second Monday in December of the year preceding for which the assessments are made and at such other and additional times as in the judgment of the Board of Directors, additional common expenses assessments are required for the proper management, maintenance and operation of the common elements. Such annual assessments shall be due and payable in twelve (12) equal consecutive monthly payments, on the first day of each month, beginning with January of the year for which the assessments are made. The total of the assessments shall be in the amount of the estimated common expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of unneeded common expense account balances and less the estimated payments to the Association for defraying the costs of the use of common elements. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by the new assessment.

(e) OTHER ASSESSMENTS shall be made in accordance with the provisions of the condominium documents; and if the time of payment is not set forth in the condominium documents, the same shall be determined by the Board of Directors of the Association.

(f) ASSESSMENTS AND EMERGENCIES. Assessments for common expenses of emergencies which cannot be paid from the common expense account shall be made only by the Board of Directors of the Association.

(g) ASSESSMENTS FOR LIENS. All liens of any nature including taxes and special assessments levied by governmental authority which are a lien upon more than one apartment or upon any portion of the common elements shall be paid by the Association as a common expense and shall be assessed against the apartments in accordance with the shares of the apartments concerned or charged to the common expense account, whichever in the judgment of the Board of Directors is appropriate.

(h) ASSESSMENT ROLL. The assessments against all apartment owners shall be set forth upon a roll of the apartments, which shall be available in the office of the Association for inspection at all reasonable times by apartment owners or their duly authorized representatives. Such roll shall indicate for each apartment the name and address of the owner or owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. A certificate made by the Association as to the status of any apartment owner's assessment account shall limit the liability of any person for whom made other than the apartment owner. The Association shall issue such certificates to such persons as an apartment owner may request in writing.

(i) LIABILITY FOR ASSESSMENTS. The owners of an apartment and their grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any common element or by abandonment of the apartment for which the assessments are made. A purchaser of an apartment at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments prorated to the period after the date of such sale. Such a purchaser as aforesaid shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquires title.

(j) LIEN FOR ASSESSMENTS. The unpaid portion of an assessment which is due shall be secured by a lien upon:

(i) The apartment and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in the public records of Dade County, Florida. The Association shall not, however, record such claim of lien until the assessment is unpaid for not less than twenty (20) days after it is due.

(ii) All tangible personal property located in the apartment except that such lien shall be subordinate to prior bona fide liens of record.

(k) COLLECTION.

(i) Interest; Application of Payments.

Assessments and installations thereof paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before twenty (20) days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

(ii) Suit. The Association, at its option, may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceeding; and in either event, the Association shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of ten percent (10%) per annum, and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, to reasonable attorneys' fees.

5. ADMINISTRATION. The administration of the condominium and property, including but not limited to the acts required of the Association by the condominium documents, shall be governed by the following provisions:

(a) EASTERN PARKVIEW CONDOMINIUM. The Association shall be incorporated under the name EASTERN PARKVIEW CONDOMINIUM ASSOCIATION, INC., as a corporation not for profit under the laws of the State of Florida under Articles of Incorporation, of which a copy is attached as Exhibit "B". Any other form of organization for the Association may be substituted with unanimous approval of the members.

(b) The By-Laws of the Association shall be in the form attached as Exhibit "C", until such are amended in the manner provided by the By-Laws.

(c) The Duties and Powers of the Association shall be those set forth in the condominium documents, together with those reasonably implied to effect the purposes of the Association and condominium. Such powers and duties shall be exercised in the manner provided by the condominium documents.

(d) Notice for any purpose may be given by the Association to the apartment owners and by apartment owners to the Association in the manner provided for notice to members of the Association by the By-Laws of the Association.

(e) Limitation of Liability. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by any latent condition of the property to be maintained and repaired by the Association nor for injury or damage caused by the elements or other owners or persons.

(f) Trust. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the apartment owners and for the purposes herein stated.

IV. INSURANCE. The insurance other than title insurance which shall be carried upon the condominium property shall be governed by the following provisions:

1. AUTHORITY TO PURCHASE. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and the apartment owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of apartment owners. Such policies and endorsements

shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expenses.

2. COVERAGE.

(i) SCOPE AND AMOUNT OF COVERAGE REQUIRED. Insurance coverage in the following kinds and amounts is required on property covered by an apartment mortgage:

The Fire and Extended Coverage shall be at least equal to that customary in the geographical area in which the premises are located, and the amount of coverage shall in any case be sufficient, except for deductibles as permitted below, so that in the event of any damage or loss of a type covered by the insurance, the insurance proceeds shall provide at least the lesser of:

- (A) compensation equal to the full amount of damage or loss, or
- (B) compensation to the first mortgagee under the mortgage equal to the full amount of the unpaid balance of the mortgage. All buildings valued at \$1,000 and over must be insured.

All buildings and improvements upon the land and all personal property included in the condominium property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

- (C) Loss or damage by fire and other hazards covered by a standard extended coverage amendment.
- (D) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including but not limited to, vandalism and mischief.

(ii) PUBLIC LIABILITY in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to, hired automobile coverages, with cross-liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

(iii) WORKMEN'S COMPENSATION policy to meet the requirements of law.

3. PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account or to apartment building expense accounts, as shall be appropriate.

4. ASSURED AND INSURANCE TRUSTEE. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to any bank in Florida with trust powers, as may be approved by the Board of Directors of the

Association, which Trustee is herein referred to as the Insurance Trustee. Where an apartment is encumbered by a mortgage, such apartment owner shall cause an appropriate endorsement to be issued to such mortgagee insuring such mortgagee's interest in said premises, as the same may appear of record. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive for the purposes elsewhere stated herein, and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

(i) COMMON ELEMENTS. Proceeds on account of damage to common elements, an undivided share for each apartment owner for each apartment owned by him as set forth in the allocation schedule attached hereto.

(ii) APARTMENTS. Proceeds on account of apartments shall be held in the following undivided shares:

(A) PARTIAL DESTRUCTION when the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner.

(B) TOTAL DESTRUCTION of the building or when the building is not to be restored - for owners of all apartments in the building, each owner's share being in proportion to his share in the limited common elements appurtenant to his apartment.

(iii) MORTGAGES. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner, as their interests may appear.

5. DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(i) EXPENSE OF THE TRUST. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(ii) RECONSTRUCTION OR REPAIR. If the damage for which the proceeds are paid is to be repair or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by him.

(iii) FAILURE TO RECONSTRUCT OR REPAIR. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by him.

(iv) CERTIFICATE. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of distribution.

(f) ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed agent for each apartment owner to adjust all claims arising under insurance policies purchased by the Association.

V. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

1. DETERMINATION TO RECONSTRUCT OR REPAIR. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) COMMON ELEMENT. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) APARTMENT BUILDING

(i) PARTIAL DESTRUCTION. If the damaged improvement is part of the apartment building, the damaged property shall be reconstructed or repaired if any apartment in the building is tenantable.

(ii) TOTAL DESTRUCTION. If an apartment building is so damaged that no apartment therein is tenantable, the building shall not be reconstructed unless the owners of one-half of the number of apartments in the destroyed building shall so agree in writing within sixty (60) days after the casualty.

(iii) PLANS AND SPECIFICATIONS. Any such reconstruction or repair must be substantially in accordance with the plans and specifications for the original building or as the building was last constructed or according to plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld.

(c) THE CONDOMINIUM. Provided, however, that if seventy-five percent (75%) of the number of apartments in the apartment building which has been constructed are not tenantable, then the damaged property will not be reconstructed or repaired unless within sixty (60) days after the casualty, the owners of seventy-five percent (75%) of the apartments which shall have been constructed upon the land agree in writing to such repair or reconstruction.

(d) CERTIFICATE. The Insurance Trustee may rely upon a certificate of the Association to determine whether or not the damaged property is to be reconstructed or repaired. In applying the percentage of apartments whose owners must join in an agreement to reconstruct, if the result includes a fraction of an apartment, such fraction shall be construed to mean a whole apartment.

2. RESPONSIBILITY. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction or repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

3. ESTIMATES OF COSTS. Immediately after a casualty causing damage to property for which the Association shall have the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty, or,

in the case of an apartment building, in some other condition, if such is required by agreement of the owners of all apartments therein and such is approved by the Board of Directors of the Association.

4. ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against the apartment owners who own the damaged property, and against all apartment owners in the case of damage to general common elements, in sufficient amounts to provide funds to pay the estimated costs. If at any time during the construction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged property, and against all apartment owners in the case of damage to general common elements, in sufficient amounts to provide funds for the payment of such costs.

5. CONSTRUCTION FUNDS. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

(a) DUTIES OF ASSOCIATION. If the amount of the estimated costs of reconstruction and repair of the particular buildings or other improvements exceeds the total of the annual assessments for common expenses made on account of such property during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) DUTIES OF INSURANCE TRUSTEE. The proceeds of insurance collected on account of casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(i) APARTMENT OWNER. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgage endorsement, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(ii) ASSOCIATION -- LESSER DAMAGE. If the amount of the estimated costs of reconstruction and repair if the building or other improvements which is the responsibility of the Association is less than the total of the annual assessments for common expenses made on account of such property during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereinafter provided for the reconstruction and repair of major damage.

(iii) ASSOCIATION--MAJOR DAMAGE. If the amount of the estimated costs of reconstruction and repair of the building or other improvements which is the responsibility of the Association is more than the total of the annual assessments for common expenses made on account of such property during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(iv) SURPLUS. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the apartment owners who are the beneficial owners of the fund.

(v) CERTIFICATE. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

VI. TAXES AND SPECIAL ASSESSMENTS.

1. The assessments of each of the apartments for taxes and special assessments by governmental bodies may be done in the following manner:

(a) DETERMINATION OF VALUE. The total value for the tax or assessment roll for the property shall be determined without regard to the apartments against which taxes and assessments ultimately are to be levied.

(b) ALLOCATION OF ASSESSMENTS TO APARTMENTS.
The assessment for each apartment shall be the apartment's respective share of the assessment of the property.

(c) CERTIFICATE. Any tax assessor may rely upon A Certificate of the Association as to the share of each apartment and upon request or whenever appropriate, the Association shall issue such Certificate.

2. During any period of time the taxes and special assessments upon the property or any portion thereof are not assessed

to apartments as aforesaid, the taxes and assessments not separately assessed to apartments shall be included in the budget of the Association and shall be paid by the Association. The Association shall assess each apartment owner in accordance with the manner hereinabove set forth for allocation of taxes and special assessments by Tax Assessors.

3. RETURN FOR TAXATION. No apartment owner shall make a return for taxation which is inconsistent in any manner with the provisions hereof; and if such return is made, it shall be void. The Association shall make a return of all property for taxation in the names of the respective apartment owners, returning for each a share determined in the manner hereinabove provided for allocation of the assessments by Tax Assessors.

VII. USE RESTRICTIONS. The use of the property of the condominium shall be in accordance with the following provisions:-

1. SINGLE FAMILY RESIDENCES. The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the apartments for which provision is made by the condominium documents shall be occupied only by a single family as its residence and for no other purpose.

2. NUISANCES. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist.

3. LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of the condominium property, nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

4. LEASING. Entire apartments may be rented, provided the occupancy is only by the lessee and his family and is not for less than one month and no more than ten (10) months out of any consecutive twelve (12) months. No rooms may be rented and no transient tenants accommodated. Any such leasing shall be approved in writing by a majority of the board of Directors of the Association.

5. REGULATIONS. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five (75%) of the votes of the entire membership of the Association before such shall become effective. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium, upon request.

VIII. CONVEYANCES. In order to assure a community of congenial residents and thus protect the value of the apartments, the sale, leasing and mortgaging of apartments by any owner other than the Developer shall be subject to the following provisions, so long as any apartment building in useful condition exists upon the land:

1. SALE OR LEASE. No apartment owner may dispose of an apartment or any interest therein by sale or by lease for a term of more than ten (10) months out of any consecutive twelve (12) months, without approval of the Association, except to an apartment owner. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval of all occupants of the building. The approval of the Association shall be obtained in the manner hereinafter provided; EXCEPT the provisions of this Section VIII entitled CONVEYANCES shall not apply to a transfer to or a purchase by a bank, life insurance company, or federal savings and loan association which acquires its title as the result of owning a first mortgage upon the apartment concerned, and this shall be so whether the title is acquired by a deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquired its title.

(a) NOTICE TO ASSOCIATION. An apartment owner intending to make a bona fide sale or a bona fide lease for a term of over ten (10) months of his apartment, or any interest therein, shall give notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Association may reasonably require, and the terms of the proposed transaction.

(b) ELECTION OF ASSOCIATION. Within thirty (30) days after receipt of such notice, the Association must either approve the transaction or furnish a purchaser or lessee approved by the Association who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may not have less than thirty (30) days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned, as elsewhere stated. The approval of the Association shall be in recordable form and shall be delivered to the purchaser or lessee and recorded in the Public Records of Dade County, Florida.

2. MORTGAGE. No apartment owner may mortgage his apartment or any interest therein without the approval of the Association, except to a bank, life insurance company, a federal savings and loan association or the Developer. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

3. LIENS.

(a) PROTECTION OF PROPERTY. All liens against an apartment other than those provided for herein and those for permitted mortgages, taxes or special assessments, will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon an apartment shall be paid before coming delinquent.

(b) NOTICE OF LIEN. An apartment owner shall give notice to the Association of every lien upon his apartment,

other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

(c) NOTICE OF SUIT. An apartment owner shall give notice to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner receives knowledge thereof.

(d) FAILURE to comply with this section concerning liens will not affect the validity of any judicial sale.

4. JUDICIAL SALES. No judicial sale of an apartment nor any interest therein shall be valid unless:

(a) APPROVAL OF ASSOCIATION. The sale is to a purchaser approved by the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Dade County, Florida; or

(b) PUBLIC SALE. The sale is a public sale with open bidding.

5. UNAUTHORIZED TRANSACTIONS. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

1X. RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS. "Institutional Lender" or "Institutional Lenders" as the terms are used herein, shall mean and refer to banks, savings and loan associations, insurance companies, mortgage investment trusts, or corporations engaged in the business of placing permanent mortgages secured by real estate. So long as any Institutional Lender or Institutional Lenders shall hold any mortgage upon any apartment or apartments or shall be the owner of any apartment or apartments, such Institutional Lender or Institutional Lenders shall have the following rights, to wit:-

1. To approve the company or companies with whom casualty insurance is placed and the amount of such casualty insurance to be carried from time to time by the Association.

2. To approve the Insurance Trustee designated by the Association.
3. To be furnished with at least one copy of the Annual Financial Statement and Report of Association, prepared by Certified Public Accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such Financial Statement and Report to be furnished within sixty (60) days following the end of each calendar year.
4. To be given thirty (30) days written notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the amendment being proposed. The said Association shall have like notice as to any change of manager (not including change in employees of corporate manager) of the condominium project.
5. To be given notice of default in the performance of any of the mortgagee's obligations under the condominium documents which is not cured within thirty (30) days by any owner of any apartment encumbered by a mortgage held by any Institutional Lender or Institutional Lenders, such notice to be given in writing and to be sent to the principal office of such Institutional Lender or Institutional Lenders, or to the place which it or they may designate in writing to the Association.
6. Any holder of the mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the posting of signs pertaining to the sale or rental of the unit.
7. Any holder of the mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage,

foreclosure of the mortgage, or deed in lieu of foreclosure, shall take the property free of any claim for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata re-allocation of such assessments or charges to all units including the mortgaged unit.

8. Unless all holders of first mortgage liens on individual units have given their prior written approval, the association of owners of the condominium shall not:

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(a) fail to employ a professional manager for the condominium project; unless prior written approval is granted by the holder of the mortgage encumbering all or any part of said apartments;

bullet

(b) change the pro rata interest or obligations of any apartment for purposes of levying assessments and charges and determining shares of common elements and proceeds of the project;

(c) partition or subdivide any apartment or the common elements of the project or annex additional lands; or

(d) by act or omission seek to abandon the condominium status of the project except as provided by statute in case of substantial loss to the apartments and common elements of the condominium project.

9. To cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to such Institutional Lender or Institutional Lenders a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the

due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor. The Insurance Trustee designated by the Association shall be the Escrow Depository for purposes hereof or the Board of Directors of the Association may designate any Institutional Lender interested in the condominium to act in such capacity.

Whenever any Institutional Lender or Institutional Lenders desire the provisions of this Paragraph 9. to be applicable unto it, it shall serve written notice of such fact upon the Association by registered or certified mail, addressed to the Association and sent to its address stated herein identifying the apartment or apartments upon which any such Institutional Lender or Institutional Lenders hold any mortgage or mortgages, or identifying any apartment owned by them, or any of them, together with sufficient pertinent facts to identify any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be given by the Association to such Institutional Lender or Institutional Lenders.

X. COMPLIANCE AND DEFAULT. Each apartment owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief:

1. LEGAL PROCEEDINGS. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be ground for relief, which relief may include but shall not be limited to, an action to recover sums due for damages or injunctive relief, or both, and which actions may be maintained by the Association, or in a proper case by an aggrieved apartment owner.

2. NEGLIGENCE. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any

member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances.

3. COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

4. NO WAIVER OF RIGHTS. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

XI. AMENDMENT. Except for alterations in the shares of apartment owners in the common elements, for which provision is elsewhere made, the condominium documents may be amended in the following manner:

1. DECLARATION OF CONDOMINIUM. Amendments to the Declaration shall be proposed and adopted in the following manner:

(a) NOTICE. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) RESOLUTION. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the apartment owners meeting as members of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other. Directors and apartment owners not present at the meetings considering the amendment may express their approval in writing. Such approvals must be by all of the Directors and by not less than seventy-five (75%) per cent of the members of the Association.

(c) RECORDING. A copy of each amendment shall be certified by the officers of the Association as having been duly

adopted and shall be effective when recorded in the Public Records of Dade County, Florida.

2. ASSOCIATION CHARTER AND BY-LAWS. The Articles of Incorporation and the By-Laws of the Association shall be amended in the manner provided by such documents.

3. PROVISO. Provided, however, that no amendment of any condominium document shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent.

XII. TERMINATION. The condominium shall be terminated in the following manner:

1. AGREEMENT. The termination of the condominium may be effected by unanimous agreement of the apartment owners and first mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such agreement has been recorded in the Public Records of Dade County, Florida.

2. DESTRUCTION. In the event it is determined in the manner elsewhere provided that the condominium property shall not be reconstructed after casualty, the condominium plan of ownership will be terminated and the condominium documents revoked. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the Association certifying as to facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Records of Dade County, Florida.

3. SHARES OF APARTMENT OWNERS AFTER TERMINATION. After termination of the condominium, the apartment owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the apartment or apartments formerly owned by such apartment owners shall have mortgages and liens upon the respective undivided shares of the apartment owners. Such undivided shares of the apartment owners shall be as set forth in Exhibit "E". All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the apartment owners and their first mortgagees in proportion to the amount of the assessments paid by each apartment owner. The costs incurred

by the Association in connection with a termination shall be a common expense.

4. Following termination, the property may be partitioned and sold upon the application of any apartment owner. If the Board of Directors, following a termination, by not less than a three-fourths vote, determines to accept an offer for the sale of the property, each apartment owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof, shall be discontinued by all parties thereto.

5. The members of the Board of Directors acting collectively as agent for all apartment owners shall continue to have such powers as in this section are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

XIII. COVENANTS RUNNING WITH THE LAND. All provisions of the condominium documents shall be construed to be covenants running with the land, and with every part thereof and interest therein, including but not limited to, every apartment and the appurtenances thereto; and every apartment owner and claimant of the land or any part thereof, or interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of this condominium document.

XIV. STATUTORY AUTHORITY. This condominium is hereby created pursuant to the authority to do so established in Chapter 718, Florida Statutes, and this Declaration is filed in accordance with its provisions. In the event that such law shall be found unconstitutional or be repealed, this Declaration and the condominium form of ownership created hereby shall nevertheless endure and continue until extinguished as provided for herein .

XV. APARTMENT TRANSFERS. Any transfer of an apartment shall include all appurtenances thereto, whether or not specifically described, including but not limited to, the apartment owner's share

in the common elements, easement, Association membership and interests in funds and assets held by the Association.

XVI. SEVERABILITY. The invalidity of any covenants, restriction or other provision of the condominium documents shall not affect the validity of the remaining portions thereof.

XVII. PROVISIONS PERTAINING TO DEVELOPER. For so long as the Developer continues to own any of the apartments, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Developer from any obligations of an apartment owner to pay assessments as to each apartment owned by it, in accordance with the condominium documents.

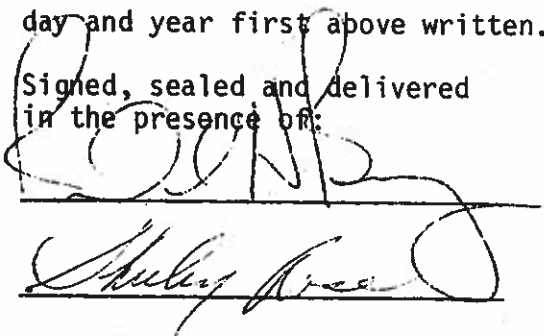
1. For so long as the Developer owns at least one (1) apartment, the Developer shall have the right, at its option, to have a representative of said Developer elected to the Board of Directors of the Association and such member as may be selected by the Developer need not be a resident in the building.

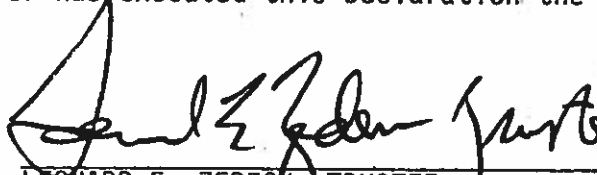
2. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the condominium documents except as specifically set forth therein, and as stated in Chapter 718, Florida Statutes, and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of common expenses and taxes are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon.

XVIII. PARKING. Included in the cost of each apartment shall be the use of one parking space. At the option of the Developer, the spaces may be undesignated or designated to the use of particular apartments.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered in the presence of:




LEONARD E. ZEDECK, TRUSTEE (SEAL)


BENJAMIN R. JACOBI, TRUSTEE (SEAL)

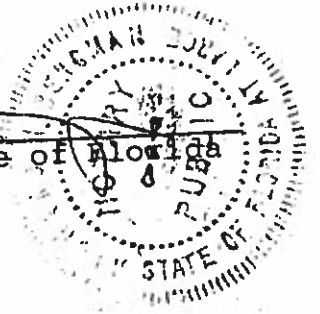
STATE OF FLORIDA :
COUNTY OF DADE : ss.:

BEFORE ME, the undersigned authority, personally appeared LEONARD E. ZEDECK, TRUSTEE, and BENJAMIN R. JACOBI, TRUSTEE, and they acknowledged to and before me that they executed the foregoing instrument for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18 day of October, 1978.

[Handwritten Signature]

NOTARY PUBLIC, State of Florida



My commission expires:

2-9-80

LEGAL DESCRIPTION

Lots 8 and 9, Block 3, EASTERN SHORES SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 65, at Page 28, of the Public Records of Dade County, Florida.

ARTICLES OF INCORPORATION
OF
EASTERN PARKVIEW CONDOMINIUM ASSOCIATION, INC.
(A Condominium Association)

The undersigned hereby associate themselves for the purpose of forming a corporation not-for-profit under Florida Statutes, and certify as follows:

ARTICLE I.

NAME

The name of the corporation shall be: EASTERN PARKVIEW CONDOMINIUM ASSOCIATION, INC.

For convenience, the corporation shall herein be referred to as the Association.

ARTICLE II.

PURPOSE

The purpose for which the Association is organized is stated as follows:

1. A condominium known as the EASTERN PARKVIEW APARTMENTS, INC. is being constructed upon the following lands in Dade County, Florida:

Legal Description attached hereto as Exhibit "A";
hereinafter called "the land".

2. The documents creating the condominium provide for the ultimate construction of Fifteen (15) apartments upon the land, together with certain other improvements. This Association is organized for the purpose of providing a means of administering the condominium by the owners thereof.

3. The Association shall make no disbursements of income to its members, directors or officers.

ARTICLE III.

POWERS

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these articles.

2. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to the following:

(a) To make and collect assessments against members to defray the costs of the condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) The maintenance, repair, replacement and operation of the condominium property.

(d) The reconstruction of improvements after casualty and the further improvement of the property.

(e) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five (75%) percent of the votes of the entire membership of the Association before such shall become effective.

(f) To approve or disapprove of proposed purchasers, lessees and mortgagees of apartments.

(g) To enforce by legal means the provisions of the condominium documents, these Articles, the By-Laws of the Association and the regulations for the use of the property in the condominium.

(h) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.

3. All funds and the titles to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the lands.

ARTICLE IV.

MEMBERS

The qualification of members, the manner of their admission and voting by members shall be as follows:

1. All owners of apartments in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

2. Membership in the Association shall be established by the recording in the Public Records of Dade County, Florida, of a deed or other instrument establishing a change of record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the apartments or apartment building sites in the condominium.

4. Members of the Association shall be entitled to one vote for each apartment owned by them. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

ARTICLE V.

DIRECTORS

1. The affairs of the Association will be managed by a Board of not less than three (3) nor more than seven (7) directors as shall be determined by the By-Laws, and in the absence of such determination, shall consist of three (3) directors.

2. Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the By-Laws.

Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. The names and addresses of the members of the First Board of Directors who shall hold office until their successors are elected and have qualified or until removed, are as follows:

RICHARD H. BERGMAN
16518 N. E. 26th Avenue
North Miami Beach, Florida

KAY ANDREWS
16518 N. E. 26th Avenue
North Miami Beach, Florida

BENJAMIN R. JACOBI
1313 N. E. 125th Street
North Miami, Florida

ARTICLE VI.

OFFICERS

The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors, are as follows:

President:	RICHARD H. BERGMAN 16518 N. E. 26th Avenue North Miami Beach, Florida
Vice-President:	BENJAMIN R. JACOBI 1313 N. E. 125th Street North Miami, Florida
Secretary/Treasurer:	KAY ANDREWS 16518 N. E. 26th Avenue North Miami Beach, Florida

ARTICLE VII.

INDEMNIFICATION

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Every officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII.

BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX.

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

*

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Such approvals must be by all of the directors and by not less than seventy-five (75%) percent of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.

3. A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Dade County, Florida.

ARTICLE X.

TERM

The term of the Association shall be the life of the condominium, unless the Association is terminated sooner by unanimous action of its members. The Association shall be terminated by the termination of the condominium in accordance with the provisions of the condominium documents.

ARTICLE XI.

SUBSCRIBERS

The names and residences of the subscribers of these Articles of Incorporation are as follows:

RICHARD H. BERGMAN
16518 N. E. 26th Avenue
North Miami Beach, Florida

BENJAMIN R. JACOBI
1313 N. E. 125th Street
North Miami, Florida

KAY ANDREWS
16518 N. E. 26th Avenue
North Miami Beach, Florida

ARTICLE XII.

REGISTERED OFFICE AND PERSON

The registered office of the Corporation is: 16518 N. E. 26th Avenue, North Miami Beach, Florida. The registered agent of the corporation who has been named to accept service of process for the corporation is: RICHARD H. BERGMAN, whose address is: 16518 N. E. 26th Avenue, North Miami Beach, Florida.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 18th day of Oct., 1978.

[Signature] (SEAL)
 RICHARD H. BERGMAN

[Signature] (SEAL)
 BENJAMIN R. JACOBI

[Signature] (SEAL)
 KAY ANDREWS

STATE OF FLORIDA)
) SS:
 COUNTY OF DADE)

I HEREBY CERTIFY that on this date, before me, a Notary Public, duly authorized to take acknowledgements, personally appeared RICHARD H. BERGMAN, BENJAMIN R. JACOBI and KAY ANDREWS

to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they subscribed to these Articles of Incorporation.

WITNESS my hand and official seal, at Dade County, Florida, this 18th day of Oct., 1978.

[Signature]
 NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES OCT 7 1981
 BOND: D thru GENERAL INS UNDERWRITERS

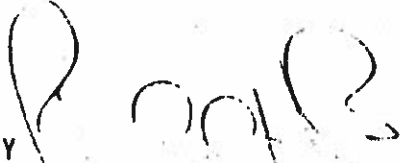
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, of Florida Statutes, the following is submitted, in compliance with said Act:

First--That EASTERN PARKVIEW CONDOMINIUM ASSOCIATION, INC.
(A Condominium Association)
desiring to organize under the laws of the State of Florida
with its principal office, as indicated in the articles of incorporation at
City of North Miami Beach County of Dade, State of
Florida has named RICHARD H. BERGMAN located at
16518 N. E. 26th Avenue
(Street address and number of building, Post Office Box address not acceptable)
City of North Miami Beach, County of Dade
State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

BY 
RICHARD H. BERGMAN (Registered Agent)
(~~Resident~~ ~~Agent~~)

①
Dade County Public
RecordsBY-LAWS

OF

EASTERN PARKVIEW CONDOMINIUM ASSOCIATION, INC.
(A corporation not for profit under
the laws of the State of Florida)1. Identity

These are the By-Laws of EASTERN PARKVIEW CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on October 31, 1978. The Association has been organized for the purposes of administering a condominium project upon the following lands in Dade County, Florida:

For Legal Description see Exhibit "A" attached hereto and made a part hereof."

.1 The office of the Association shall be at 16518 N. E. 26th Avenue, North Miami Beach, Florida.

.2 The fiscal year of the Association shall be the calendar year.

.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is in the margin of this paragraph.

2. Members

change
X

.1 The annual members' meeting shall be held at the office of the corporation at 2:00 o'clock P.M., Eastern Standard Time, on January 2nd of each year, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day.

change

.2 Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

Change
change
 .3 Notice of all members meetings, stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

?
 .4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purposes of determining a quorum.

.5 The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

change
 .6 Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

.7 Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

.8 Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

.9 The order of business at annual members' meetings and, as far as practical at all other members' meetings, shall be:

- (a) Election of chairman of the meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

3. Directors

Owner
7
.1 The Board of Directors will consist of not less than three (3) members during the first corporation year, or until such time as a permanent board is elected, and seven (7) members thereafter. Each member of the Board of Directors, other than the initial Board, shall be either the owner of an apartment or an interest therein.

Owner
7
.2 Election of Directors shall be conducted at the annual meetings and shall be determined by the cumulative voting method. After the first corporation year, or upon election of a permanent board, the directors shall be the seven (7) nominees for office of Director receiving the highest number of votes at each annual meeting of the members of the corporation.

.3 The term of each director's service shall extend until the next annual meeting of the members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

Chair
.4 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary, providing a quorum shall be present.

.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting unless such notice is waived.

.6 Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

.8 A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

.9 The presiding officer of Directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, then the President shall preside. In the absence of the presiding officer the Directors present shall designate one of their number to preside.

.10 Directors' fees, if any, shall be determined by the members.

4. Power and Duties of the Board of Directors.

All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, and the documents establishing the condominium, subject only to approval by apartment owners when such is specifically required. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include but shall not be limited to the following:

- .1 To make and collect assessments against members to defray the costs of the condominium.
- .2 To use the proceeds of assessments in the exercise of its powers and duties.
- .3 The maintenance, repair, replacement and operation of the condominium property.
- .4 The reconstruction of improvements after casualty and the further improvement of the property.
- .5 To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five (75%) percent of the votes of the entire membership of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing.
- .6 To approve or disapprove proposed purchasers, lessees and mortgagees of apartments in the manner provided by the condominium documents.
- .7 To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-Laws of the Association, and the regulations for the use of the property in the condominium.

.8 To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.

.9 To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartments subject to such liens.

.10. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.

.11 To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.

.12 To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

5. Officers

.1 The executive officers of the corporation shall be a President who shall be a Director; a Vice President, who shall be a Director; a Treasurer, who shall be a Director; a Secretary, who shall be a Director; and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association.

.2 The President shall be the chief executive officer of the Association. He shall have all the powers and duties which are usually vested in the office of president of an association, including but not

limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

.3 The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

.4 The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

.5 The Treasurer shall have the custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

.6 The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the condominium.

6. Fiscal Management

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

.1 Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owners or owner, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account, and the balance due upon assessments.

.2 Budget.

(a) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including, but not limited to, the following items:

(1) Common expense budget:

(i) Maintenance and operation of general common elements:

Landscaping
Office and Shop
Driveways and walkways
Swimming Pool and Recreation Facilities.

(ii) Utility services.

(iii) Casualty insurance.

(iv) Liability Insurance.

(v) Administration.

(2) Apartment expense budget.

(3) Proposed assessments against each member:

(i) Common expense budget.

(ii) Apartment expense budget.

(b) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1st preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

.3 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which

the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

.4 An Audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1st of the year following the year for which the report is made.

.5 Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for recurring expenses. The premiums on such bonds shall be paid by the Association.

7. Parliamentary Rules

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the corporation or with the Statutes of the State of Florida.

8. Amendments

Amendments to the By-Laws shall be proposed and adopted in the following manner:

.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

.2 A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Directors and seventy-five (75%) percent of the votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.

.3 Initiation. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being

proposed and approved by one of such bodies, it must be approved by the other.

.4 Effective date. An amendment when adopted shall become effective only after being recorded in the Public Records of Dade County, Florida.

The foregoing were adopted as the By-Laws of EASTERN PARKVIEW CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors, on Nov 1, 1978.

Secretary

APPROVED:

President

LEGAL DESCRIPTION

Lots 8 and 9, Block 3, EASTERN SHORES SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 65, at Page 28, of the Public Records of Dade County, Florida.

RULES AND REGULATIONSOFEASTERN PARKVIEW CONDOMINIUM ASSOCIATION, INC.

1. Recreational Facilities. Use of the recreational facilities within the common elements will be such that due respect to the rights of other apartment owners will be observed. Use of particular facilities will be governed by further regulations to be issued as required by the Directors.
2. Signs.
 - A. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by an apartment owner on any part of the outside or inside of the demised premises of the building without the prior written consent of the Association. An exception shall be "For Sale" or "For Rent" signs approved by the Association and signs for the developer during the construction and sale of the condominium apartments.
 - B. An owner may identify his apartment with a name plate of a type and size approved by the Association and mounted in a place and manner approved by the Association.
3. Windows, Balconies, Terraces.
 - A. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades, or screens shall be attached to or hung in, or used in connection with any window or door of the demised premises, without the prior written consent of the Association.
 - B. The balconies, terraces and exterior stairways shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items.
4. Passageways. The sidewalks, entrances, passages, elevators, vestibules, stairways, corridors, and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.
5. Pets. The keeping of a dog or a household pet in the EASTERN PARKVIEW CONDOMINIUM shall be a privilege and not a right to the owner of an apartment. The privilege is expressly conditioned upon the apartment owner's use of good judgment and discretion in maintaining said pet. The privilege of owning a pet may be granted by the first Board of Directors or by the Developer to an original purchaser owning such pet at the time of such original purchase.

The privilege granted to an owner is subject to termination at any time, if good cause be shown, by the Board of Directors upon a determination by said Board of Directors that such dog or other pet is either vicious or is annoying to other owners, and has otherwise become a nuisance.

The provisions of this paragraph and the granting of this privilege shall apply only to cases which fit the following guide lines:

- A. The pet may be only that type of pet which is usually and customarily considered a household pet and shall not apply to unique animals not usually considered domestic pets. No such pet may have a body weight greater than twenty (20) pounds.
 - B. A tenant or lessee of an apartment owner or any guest of an apartment owner will not be allowed to keep a pet on the premises.
 - C. Dogs or other pets must be carried through all common areas, including, but not limited to, stairwells, sidewalks, patios and lobbies. No pet shall be walked through these areas regardless of the fact that the pet may be on a leash and accompanied by its owner.
 - D. Specific areas shall be designated as "dog walks". No pet shall be allowed to roam, nor shall the pets be walked in any area other than those designated as "dog walks". No pet shall be left in an apartment for an extended period, such as a weekend, without the owner being present.
6. Refuse.
- A. Disposition of garbage and trash shall only be by the use of garbage disposal units or by the use of receptacles supplied by the Association or built into the condominium building.
 - B. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, or balconies, or placed upon the window sills. Neither shall any linens, clothes, clothing, curtains, rugs, or mops be shaken or hung from any of the windows or doors.
 - C. No apartment owner shall allow anything whatever to fall from the window or doors of the premises, nor shall sweep or throw from the premises any dirt or other substance into any of the corridors or halls, elevators, ventilators, or elsewhere in the building or upon the grounds.
7. Keys and Locks. The Association may retain a passkey to each condominium apartment. No apartment owner shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Association's agent. In the event such consent is given, the apartment owner shall provide the Association with an additional key for the use of the Association pursuant to the right of access to each condominium apartment.
8. Association Employees.
- A. No servants or employees of the Association shall be sent out of the building by any apartment owner at any time for any purpose.
 - B. The Association's personnel and staff are compensated adequately and no gratuities are to be given them. This is not to preclude appropriate remembrances at Christmas or other special occasions.
9. Nuisances. No apartment owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other apartment owners. No apartment shall play upon or suffer to

be played upon any musical instrument or operate or suffer to be operated a phonograph, television set or radio in the demised premises between the hours of 11:00 P.M. and the following 8:00 A. M., if the same shall disturb or annoy other occupants of the building. No apartment shall conduct or permit to be conducted vocal or instrumental instruction at any time.

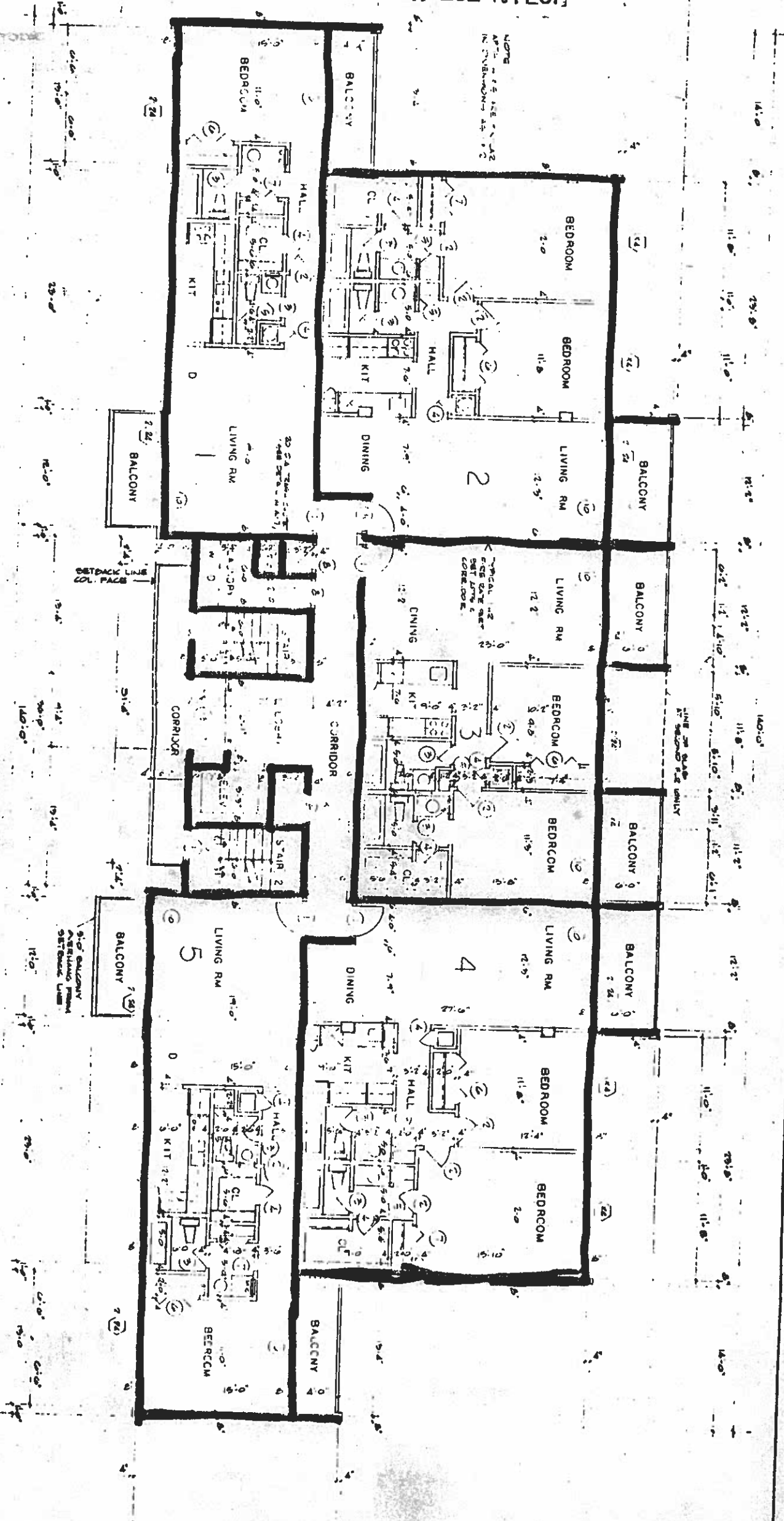
10. Antennas. No radio or television installation requiring additional wiring or antennas shall be made without the written consent of the Association. Any antenna or other wiring erected on the roof or exterior walls of the building without the consent of the Association in writing, is subject to being removed without notice.

The foregoing Rules and Regulations are subject to amendment and to the promulgation of further regulations by a majority of the Board of Directors at a duly constituted meeting thereof.

EXHIBIT "E"

SCHEDULE OF PERCENTAGE OWNERSHIP

<u>APARTMENT NO.</u>	<u>PERCENTAGE</u>
201	6.086
202	7.223
203	6.715
204	7.223
205	6.086
301	6.086
302	7.223
303	6.715
304	7.223
305	6.086
401	6.086
402	7.223
403	6.715
404	7.223
405	6.086



70-62

Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. The names and addresses of the members of the First Board of Directors who shall hold office until their successors are elected and have qualified or until removed, are as follows:

RICHARD H. BERGMAN
16518 N. E. 26th Avenue
North Miami Beach, Florida

KAY ANDREWS
16518 N. E. 26th Avenue
North Miami Beach, Florida

BENJAMIN R. JACOBI
1313 N. E. 125th Street
North Miami, Florida

ARTICLE VI.

OFFICERS

The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors, are as follows:

President: RICHARD H. BERGMAN
16518 N. E. 26th Avenue
North Miami Beach, Florida

Vice-President: BENJAMIN R. JACOBI
1313 N. E. 125th Street
North Miami, Florida

Secretary/Treasurer: KAY ANDREWS
16518 N. E. 26th Avenue
North Miami Beach, Florida

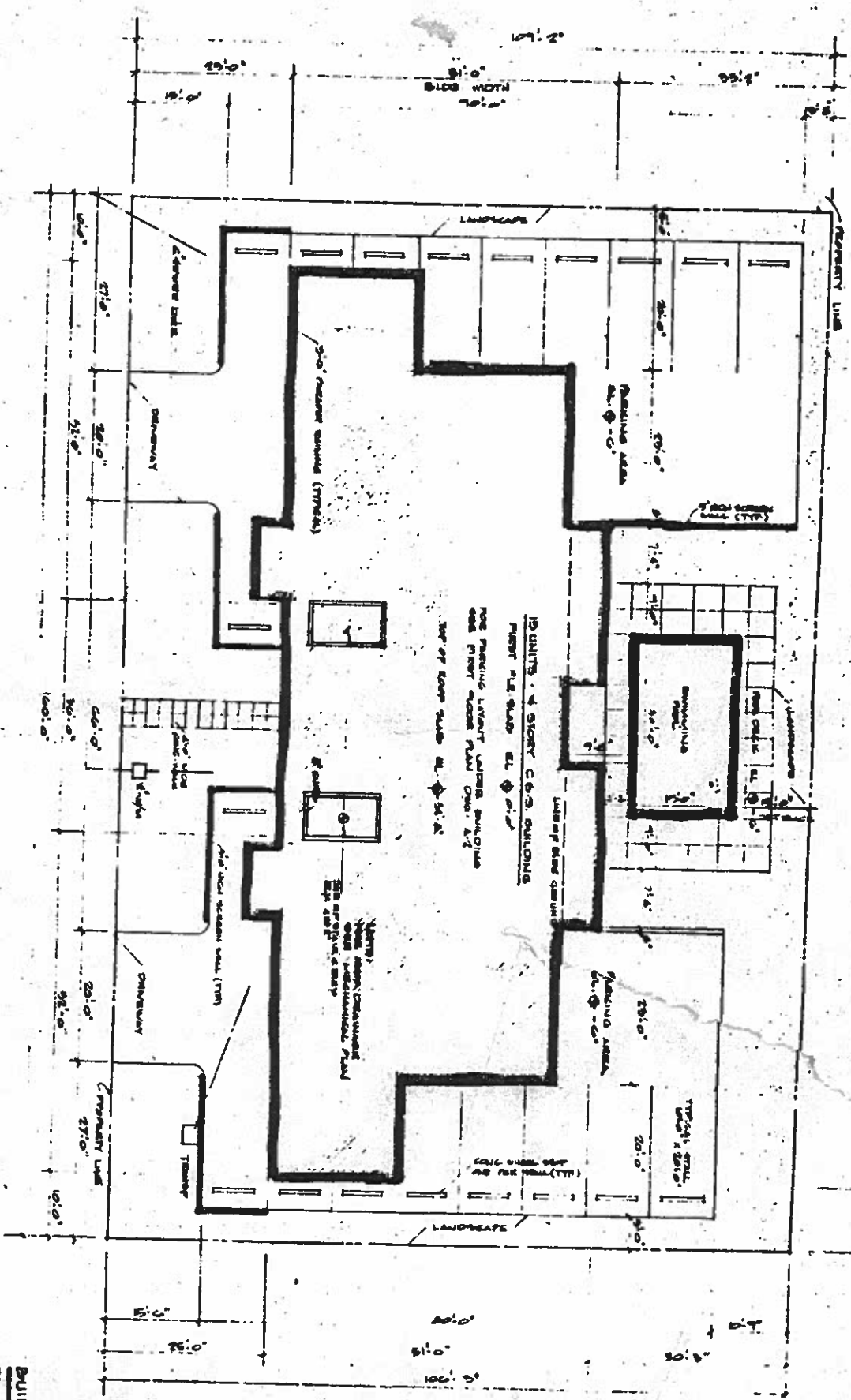
NOTE:
 JR DECLARATION OF CONDOMINIUM
 OFFICIAL RECORD BOOK 16332 PG. 1239

SITE PLAN
 SCALE 1/32"=1'-0"

LEGAL DESCRIPTION

NE 26TH AVENUE
 50' ROW - 20' PAVEMENT

8 AND 9 BLOCK 3 EASTERN SHORES
 ACCORDING TO THE PLAT THEREOF
 IN PLAT BOOK 65 PAGE 28



BUILDING DATA

ZONING: C-3
 LOT AREA: 17700 SQ. FT.
 BUILDING AREA: 17700 SQ. FT.
 TOTAL NUMBER OF UNITS: 120
 TOTAL NUMBER OF STORIES: 4
 TOTAL NUMBER OF PARKING SPACES: 120
 TOTAL NUMBER OF STORIES: 4
 TOTAL NUMBER OF UNITS: 120

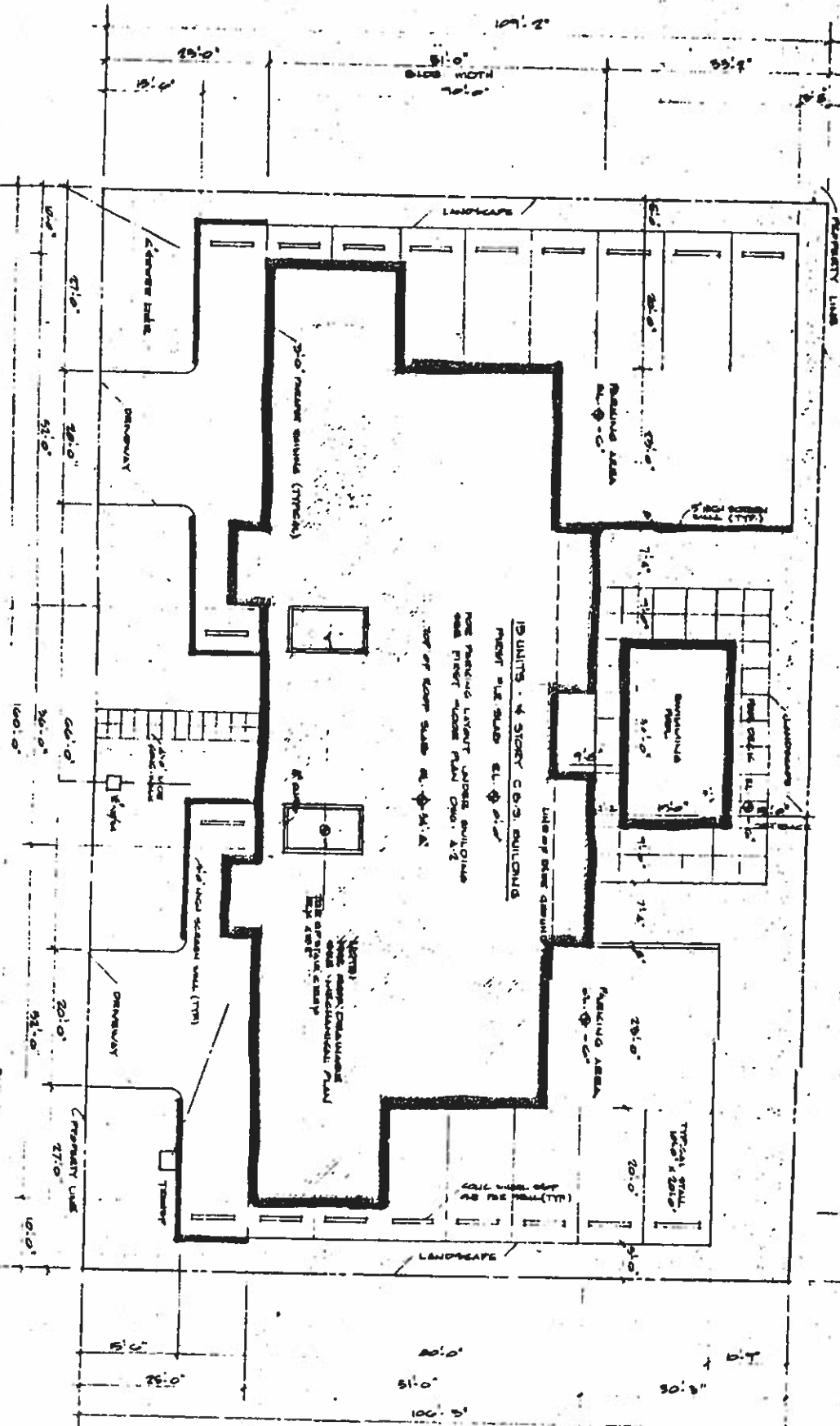
70-61

EXHIBIT "E"

SCHEDULE OF PERCENTAGE OWNERSHIP

<u>APARTMENT NO.</u>	<u>PERCENTAGE</u>	
201	6.086	220
202	7.223	230
203	6.715	245
204	7.223	230
205	6.086	
301	6.086	
302	7.223	
303	6.715	
304	7.223	
305	6.086	
401	6.086	
402	7.223	
403	6.715	
404	7.223	
405	6.086	

CLERK NOTE:
FOR DECLARATION OF CONDOMINIUM
SEE OFFICIAL RECORD BOOK 1232 PG. 1239



SITE PLAN
SCALE 3/8" = 1'-0"

NE 26TH AVENUE
50' ROW - 20' PAVEMENT

LEGAL DESCRIPTION

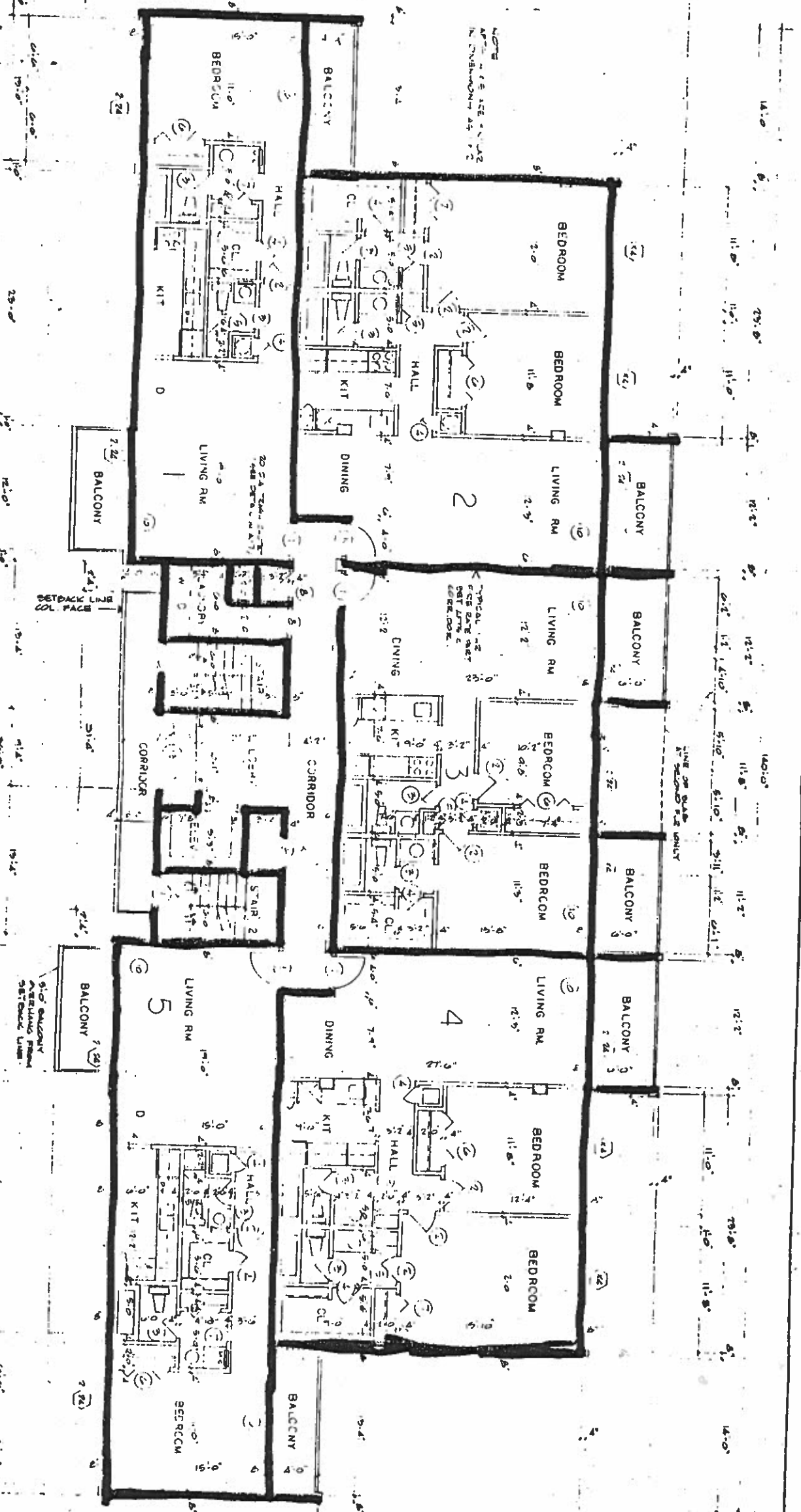
L 8 AND 9 BLOCK 3 EASTERN SHORES
SECTION ACCORDING TO THE PLAT THEREOF
IN PLAT BOOK 65 PAGE 28
DATE QUARTER 1994



BUILDING DATA

ZONING: E-3
LOT AREA: 17700 SQ. FT.
BUILDING AREA:
GROSS: 1750 SQ. FT.
NET: 1750 SQ. FT.
TOTAL BLDG. AREA / FLOOR: 4150 SQ. FT.
LOT COVER: 18.0%
NUMBER OF 1 BK. UNITS: 0
NUMBER OF 2 BK. UNITS: 7
TOTAL NUMBER OF UNITS: 7
NUMBER OF STORIES: 4

70-61



70-62