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DECLARATION OF CONDOMINIUM

FOR

PARK EAST, A CONDOMINIUM

Dade County, Florida

Recorded in Official Records Book 10940,
Pages 866 through 954,
of the Public Records of Dade County, Florida

Consisting of 23 Pages
Numbered 1 through 23,
and Exhibits "A" through "F"

This Instrument Prepared By:

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1300 Southeast First National
Bank Building
Miami, Florida 33131

277-108

THIS DECLARATION is made and entered into by Great American Properties-Florida, Inc., a Georgia corporation, authorized to do business in Florida (the "Developer").

RECITALS

A. The Developer is and was on June 1, 1980 the record owner in fee simple of the improved real estate in Dade County, Florida legally described in Exhibit "A" ("The Park East Community"). All lettered exhibits are attached hereto and by reference made a part hereof.

B. On November 26, 1980, the Developer submitted The Park East Community Declaration of Easements, Covenants and Restrictions which was recorded as Document No. SDR 3190/4 in the Public Records of Dade County, Florida (the "Master Declaration").

C. The Master Declaration provides, among other things, that the Developer may for a period of ten years commencing with the date of its recordation submit portions of The Park East Community as presently improved to the provisions of Chapter 718, Florida Statutes (the "Act"), and of the Master Declaration.

D. The Developer intends to and does hereby submit that portion of The Park East Community legally described in Exhibit "B" which shall be called "Park East, a Condominium" together with all buildings, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Act and of the Master Declaration.

E. The Developer desires to establish, for its own benefit and for the mutual benefit of all future owners or occupants of The Park East Community or any part thereof, certain easements and rights in, over and upon Park East, a Condominium and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof to facilitate the proper administration of and enhance and improve the value, desirability and attractiveness of Park East, a Condominium and The Park East Community.

NOW THEREFORE, the Developer, as the record owner of the real property described in Exhibit "B" and for the purposes above set forth, declares as follows:

ARTICLE I

DEFINITIONS

As used herein, unless the Act or this Declaration otherwise requires, the following terms shall have the meaning indicated:

1.01 "Association" means Park East Home Owners Association, Inc., a Florida corporation not for profit, the corporate entity responsible for the operation of Park East, a Condominium.

1.02 "Board" means the Board of Directors of Park East Home Owners Association, Inc.

1.03 "Declaration" means this instrument, by which the parcel is submitted to the provisions of the Act, as hereinafter provided, and as such Declaration is amended from time to time.

1.04 "Condominium Instruments" means all the documents and authorized amendments thereto which are recorded pursuant to the provisions of the Act including, but not limited to, this Declaration, the By-Laws of the Association and the plat of survey attached hereto as Exhibit "B."

1.05 "Parcel" means the parcel or tract of real estate, described above in this Declaration and sometimes referred to as Park East, a Condominium, which is hereby submitted to the provisions of the Act.

1.06 "Condominium Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including the building and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

1.07 "Building", or "Buildings" means all structures located on the Parcel and forming part of the Condominium Property and containing the Units, as shown by the surveys of the respective floors of such Buildings included in the plat of survey attached hereto as Exhibit "B."

1.08 "Unit" means a part of the Condominium Property, designed and intended for any type of independent use, so specified as a Unit plus its undivided share in the common elements which is listed on Exhibit "C," and as set forth on the plat of survey attached hereto as Exhibit "B." Each Unit shall consist of the space enclosed and bounded by any horizontal and vertical planes shown on such plat together with any appliances and plumbing and electrical fixtures. Any structural components of the Building in which each Unit is located, and any pipe, wire, conduit, duct, flue, shaft, or public utility line, situated within such Unit and serving only such Unit shall be deemed to be a part of such Unit. Provided, however, that any structural components of the Building in which each Unit is located, and any pipe, wire, conduit, duct, flue, shaft, or public utility line, situated within such Unit but forming part of any system serving more than one Unit or the Common Elements shall be deemed a part of the Common Elements.

1.09 "Plat" means the plats of survey of the Parcel and of all Units in the Parcel submitted to the provisions of the Act, such Plat being attached hereto as Exhibit "B" and recorded simultaneously with the recording of this Declaration.

1.10 "Common Elements" means all of the Condominium Property, except the Units, including the Limited Common Elements, unless otherwise specified. Common Elements include specifically, but not by way of limitation, the land, foundations, structural parts of the Buildings (including structural columns within the boundaries of a Unit), outside walks and driveways, landscaping, walls, hallways, entrances and exits, storage areas, stairways, hospitality and party rooms, tennis courts, swimming pools and decks, saunas, cabanas, easements, incinerators, roofs, public utility lines, central heating and cooling systems, pipes, wires, conduits, ducts, flues and shafts (except any thereof located within a Unit and serving only such Unit).

1.11 "Limited Common Elements" means a portion of the Common Elements reserved, by the Condominium Instruments or by the Board, for the use of a certain Unit or Units to the exclusion of other Units. Limited Common Elements include specifically, but not by way of limitation, balcony structures and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows and entryways, and all associated fixtures and structures therein, as lie outside, but contiguous to, the Unit boundaries. Limited Common Elements which, although not contiguous to, serve a single Unit or adjoining Units to the full or partial exclusion of others, shall be identified on the Plat by the distinguishing number or other symbol of the Unit or Units to which it is assigned.

1.12 "Common Expenses" means any and all assessments properly incurred by the Board for Park East, a Condominium which include the expenses of the administration and operation of the Common Elements, and any other expenses incurred in conformance with the Condominium Instruments and any recorded instrument affecting the Parcel, including specifically, but not by way of limitation, the maintenance and repair thereof and any and all replacements and additions thereto.

1.13 "Reserves" means those sums paid by Unit owners which are separately maintained by the Board for purposes specified by the Board or in the Condominium Instruments.

1.14 "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.15 "Unit Owner or owner of a Unit" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and the undivided interest in the Common Elements appurtenant thereto.

1.16 "Occupant" means a person or persons, other than a Unit Owner, in possession of a Unit.

1.17 "Record, Recorded or Recording" refers to the placing of record of a document in the Office of the Public Records of Dade County, Florida.

1.18 "Voting Member" means that person designated by a Unit Owner to represent such Unit Owner at Association meetings and possessing the rights and duties more particularly described in the By-Laws of the Association.

ARTICLE II

UNITS

2.01 Description and Ownership The legal description of each Unit shall consist of the identifying number or symbol of the Unit as shown on Exhibit "B." Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit "B," and every such description shall be deemed good and sufficient for all purposes. Each Unit Owner shall own an undivided share and specific interest in the Common Elements, which share and interest shall be appurtenant to the Unit. Such undivided interest in the Common Elements is designated and set forth in Exhibit "C."

2.02 Restrictions on Severance of Ownership Except as provided by the Act and in no event shall any Unit Owner by deed, plat, court decree or otherwise, subdivide or in any other manner cause its Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat without the prior written consent of first mortgagees, provided the Developer may combine any part or all of any Units owned by the Developer for the purpose of increasing the size of a Unit owned by the Developer and eliminating or reducing the size of another Unit owned by the Developer. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to the Unit without including therein both the interest in the Unit and the corresponding percentage of ownership in the Common Elements. Any deed, mortgage, lease or other instrument purporting to affect the one without including the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

2.03 Separate Mortgages Each Unit Owner shall have the right to mortgage or encumber its own Unit. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever any other part of the Property.

2.04 Real Estate Taxes Real estate taxes are to be separately taxed to each Unit Owner as provided in the Act. In the event that for any year the taxes are not separately taxed to each Unit Owner, the real estate taxes imposed on the Condominium Property shall be included in the Common Expenses assessed pursuant to this Declaration.

2.05 Maintenance, Repairs, and Replacements of Units

(a) Association The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which constitute the support of any Building excluding, however, interior wall, ceiling and floor surfaces. In addition, the Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under Subparagraph (b) below, or any other provision of this Declaration.

(b) Unit Owner Except as otherwise provided in Subparagraph (a) above, each Unit Owner, at its own expense, shall furnish and be responsible for:

(i) All the maintenance, repairs and replacements within the Unit and the doors and windows and frames appurtenant thereto, and all internal installations of the Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures, plumbing and any portion of any other utility service facility located within the Unit boundaries; provided, however, that any maintenance, repairs and replacements required for the bringing of water, gas and electricity to the Unit shall be furnished by the Association as part of the Common Expenses. The Association may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units and appliances therein by personnel employed or retained by the Association as a Common Expense or as user charges pursuant to the By-Laws of the Association.

(ii) All the maintenance, repairs, and replacements of any structural components of the Building in which the Unit is located found in the Unit as well as any pipe, wire, conduit, duct, flue, shart, or public utility line serving only that Unit.

(iii) All the decorating within the Unit, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and Interior decorating shall be furnished by the Unit Owner. Each Unit Owner shall be entitled to the exclusive use of the portions of the perimeter walls, floors and ceiling within the boundaries of his Unit as shown on the Plat. The Unit Owner shall maintain these portions in good condition at his sole expense. The Unit Owner's use and maintenance of these portions shall be subject to the rules and regulations of the Association. Except with respect to improvements in place as of the date of the recording of this Declaration, each Unit Owner desiring to install hard surface floor covering (i.e., tile, slate, ceramic, etc.) in any portion of the Unit (other than in bath and powder rooms) shall obtain the written approval of the Association before making the installation and shall install a sound-absorbent undercushion to prevent the transmission of noise to the Unit below. If the prior written approval of the Association is not obtained, the Association may, in addition to exercising any or all of the other remedies provided for in this Declaration for breach of any provisions hereof, require the Unit Owner to cover all non-conforming work with carpeting or require conforming work. The exterior and interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each Unit Owner. The use and the covering of the interior surfaces of the windows, whether by draperies, shades or other items visible on the exterior of any Building, shall be subject to the rules and regulations of the Assbciation.

(iv) The Association may require all or part of the maintenance, repairs and replacements of any Limited Common Elements to be performed by the Unit Owner of the Unit to which the Limited Common Elements are assigned or the Association may perform, or cause to be performed, the maintenance, repairs and replacements of the Limited Common Elements. The Association may assess the cost of the repairs or maintenance to the Limited Common Elements performed by it in whole or in part to the Unit Owner or the Unit Owner may arrange for the maintenance, repairs and replacements, and pay the cost thereof with its own funds, and procure and deliver to the Association the lien waivers and contractor's or subcontractor's sworn statements required to protect the Condominium Property from all mechanics' or materialmen's lien claims that may arise therefrom.

(c) Nature of Obligations Nothing herein contained shall impose a contractual liability upon the Association for maintenance, repairs and replacements, and the liability of the Association shall be limited to damages resulting from its negligence. The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact any maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of any Building, nor because they may become entitled to proceeds under policies of insurance. In addition, and notwithstanding anything hereinabove to the contrary, no Unit Owner shall have a claim against the

Board or Association (or against the Developer) for any work (such as exterior window cleaning, or repair of the Common Elements), ordinarily the responsibility of the Association, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in advance by the Association or the Developer.

2.06 Negligence of Unit Owner Even though otherwise a Common Expense, the Unit Owner shall, as determined by the Association, pay for any damages to the Common Elements or to any Unit or Units and also for the maintenance, repairs or replacements caused by or resulting from the negligent act or omission of a Unit Owner, or a member of the family, household pet, guests, invitees, or visitors of such Unit Owner or of an Occupant.

2.07 Joint Facilities and Access to Units The use by a Unit Owner of equipment, facilities or fixtures within any Unit or Units which are connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or of the manager or managing agent for Park East, a Condominium shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

2.08 Alteration of Interior Design of Units The Developer reserves the right to change the interior design and arrangement of all Units as long as the Developer owns the Units so changed and altered, provided such change shall be reflected by an amendment of this Declaration, and provided, that an amendment for such purpose need only be signed and acknowledged by the Developer and need not, as provided for in this Declaration and the By-Laws of the Association for other amendments, be approved by the Association or Unit Owners.

2.09 Alteration of Boundaries and Unit Dimensions The Developer reserves the right to alter the boundaries between Units so long as the Developer owns the Units so altered, to increase or decrease the number of Units, and to alter the boundaries of the Common Elements so long as the Developer owns the Units abutting the Common Elements where the boundaries are being altered, provided no such change shall be made without amendment to this Declaration, and provided, that an amendment for such purpose need only be signed and acknowledged by the Developer and approved by the mortgagees of Units affected if such Units are encumbered by individual mortgages. Such amendment shall not require the approval of the Unit Owners or of the Association as provided for in this Declaration and the By-Laws of the Association for other amendments.

ARTICLE III

COMMON ELEMENTS

3.01 Ownership of Common Elements Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Unit Owners of the Common Property. Each Unit Owner's corresponding percentage of ownership shall be the percentage amount computed and determined in accordance with the Act and set forth in Exhibit "C" and, except as provided in Article XI hereof, shall remain constant and may not be changed without the unanimous approval of all Unit Owners.

3.02 Use of the Common Elements

(a) General Subject to the provisions of this Declaration, each Unit Owner shall have the non-exclusive right to use the Common Elements in common with all other Unit Owners, as may be required for the purpose of ingress to and egress from and for the use, occupancy and enjoyment of his Unit and for the other incidental uses permitted by this Declaration. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving his Unit alone or with other Units. All rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and be governed by the provisions of the Act, this Declaration, the By-Laws and rules and regulations of the Association.

The Association shall have the authority to lease or grant concessions with respect to parts of the Common Elements subject to the provisions of this Declaration and the By-Laws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to the rules, resolutions or regulations of the Board.

(b) Guest Privileges The rights described in Subparagraph (a) above shall, subject to reasonable rules and regulations, extend to the Unit Owner, the members of the Unit Owner's immediate family, authorized guests, invitees, and visitors of Unit Owners, and Occupants. The Association shall have the right to charge reasonable admission and other fees to the Unit Owners for the use by their guests, invitees, and visitors of the recreational facilities.

(c) Disclaimer of Bailee Liability Anything herein to the contrary notwithstanding, neither the Board, the Association, any Unit Owner, nor the Developer shall (i) be considered a bailee of any personal property stored in the Common Elements whether the exclusive possession of any particular areas shall be given to any Unit Owner or remain with the Association, or (ii) be responsible for the security of such personal property or for any loss or damage thereto whether such loss or damage is due to negligence.

(d) Maintenance, Repairs and Replacements Maintenance, repairs and replacements of the Common Elements shall be furnished by the Association, and the cost of such maintenance, repairs and replacements performed by the Association shall be part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association.

(e) Alterations, Additions or Improvements Except as hereinafter provided, no alteration of any Common Elements or the Limited Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as a Common Expense, alterations, additions and improvements of the Common Elements or the Limited Common Elements as provided for in the By-Laws. Any Unit Owner may make alterations, additions or improvements within his Unit without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Limited Common Elements, the Condominium Property, or any part thereof, resulting from such alterations, additions or improvements.

ARTICLE IV

EASEMENTS AND ENCROACHMENTS

4.01 Encroachments If any portion of the Common Elements encroaches or shall hereafter encroach upon any Unit, or if any Unit encroaches or shall hereafter encroach upon any portion of the Common Elements or any other Unit, as a result of the construction, repair, reconstruction, settlement or shifting of any Building, a valid mutual easement shall exist in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of the encroachment so long as all or any part of the Building shall remain standing. A valid easement shall not exist in favor of any Unit Owner who creates or whose agent creates an encroachment by intentional, wilful, or negligent conduct.

4.02 Easements to Facilitate Sales Developer reserves the right to use any Units owned by Developer as models, management offices or sales offices until such time as Developer conveys title thereto to Unit Owners. Developer reserves the right to relocate such models or offices from time to time within the Condominium Property; upon relocation or sale of a model or office the furnishings thereof may be removed. Developer further reserves the right to maintain on the Condominium Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Condominium Property and may be relocated or removed, all at the sole discretion of Developer.

4.03 Easement for Ingress and Egress Through Common Elements, Access to Units and Support Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

Developer reserves in favor of Developer and the managing agent and/or any other person authorized by the Board of Directors the right of access to any Unit as provided in Section 718.111(5) of the Act. In case of emergency, such entry shall be immediate whether the Unit Owner is present at the time.

Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

4.04 Easements for Utilities Southern Bell Telephone Company, Florida Power and Light Company, the municipal providers of services, and all other suppliers of utilities serving the Condominium Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Condominium Property with utility services, together with the reasonable right of ingress to and egress from the Condominium Property for such purpose. The Developer or the Association may hereafter grant other or additional easements for utility purposes for the benefit of the Condominium Property, over, under, along and on any portion of the Common Elements, and each Unit Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record for and in the name of the foregoing. Easements are also hereby granted to install, lay, operate, maintain, repair and replace any pipes, wire, ducts, conduits, public utility lines, components of the communications systems, if any, or structural components, which may run through the walls of a Unit, whether the walls lie in whole or in part within the Unit boundaries.

4.05 Easements to Run With the Land All easements and rights described herein are easements appurtenant to and running with the land and, so long as the Condominium Property is subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having an interest in the Condominium Property or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of the Units as fully and completely as though the easements and rights were recited fully and set forth in their entirety in such documents.

4.06 Easements for the Additional Land Subject to any restrictions and limitations contained in this Declaration or in the Master Declaration, there shall exist an easement on or over the Common Elements for the benefit of the owner of the Additional Land, as described in Article XI herein, for the purpose of making improvements on the Additional Land and doing whatever other work may be reasonably necessary in conjunction therewith.

ARTICLE V

ADMINISTRATION

5.01 Association The Association has been formed, prior to the recording hereof, as a corporation not for profit under the Laws of the State of Florida, having the name of PARK EAST HOME OWNERS ASSOCIATION, INC. by Articles of Incorporation which are attached hereto as Exhibit "D". The Association shall be the governing body for all the Unit Owners and shall be responsible for the maintenance, repair, replacement, administration and operation of the Condominium Property. The right and responsibility of the Association to maintain, replace, administer and operate the Condominium Property shall be exercised in cooperation with and subject to the right and

responsibility of Park East Community Association, Inc. to provide similar services for the benefit of all Unit Owners and occupants of dwelling units situated on the real estate submitted to the Master Declaration. The Association shall have one class of membership and the owner or owners of each Unit shall be a member of the Association. There shall be appurtenant, and pass with title to each Unit, one vote as a member of the Association. The Association may issue certificates evidencing membership therein. There shall be one person (the "Voting Member") with respect to each Unit who shall be entitled to vote at any meeting of the Voting Members. The Voting Member may be the Unit Owner, or a person designated by the Unit Owner to act as proxy on its behalf. The designation shall be made in writing to the Board and shall be revocable at any time by written notice to the Board by the Unit Owner or by actual notice to the Board of the death or judicially declared incompetence of any designator. Any or all Unit Owners and their designees, if any, may be present at any meeting of the Voting Members but only the Voting Members may vote or take any other action in person or by proxy. The total number of votes shall be equal to the total number of Voting Members which shall be equal to the total number of Units in the Condominium. Each Voting Member shall be entitled to one vote. The Developer shall designate the Voting Member of any Unit owned by the Developer.

5.02 Administration of the Condominium Property The administration of the Condominium Property and the power and authority to act on behalf of the Association shall be vested in the Board elected in the manner provided by the By-Laws of the Association which are attached hereto as Exhibit "E" and the rules and regulations which the Association may institute from time to time. Anything contained herein to the contrary notwithstanding, for a period commencing on the date this Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of Voting Members, the Developer may designate the members of the Board or may exercise the powers of the Board as provided in the Act. Except for directors so designated by the Developer, each member of the Board shall be a Unit Owner and shall reside in Park East, a Condominium. If, however, a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of the corporation, partnership, trust, or other legal entity, shall be eligible to serve as a member of the Board, so long as the agent resides in Park East, a Condominium.

5.03 Assessments The Association shall fix and determine from time to time the sum or sums of money necessary and adequate to provide for the Common Expenses and shall assess its members for such sums. If possible, the amount of such expenses will be fixed and determined in advance for each calendar year. The procedure for the determination of such assessments is set forth in the By-Laws. The Association, from time to time, shall be obligated to assess Unit Owners and/or Units in amounts not less than are required to provide funds in advance for the payment of all Common Expenses and other expenses of the Association and Park East, a Condominium, as and when due, and to enforce collection of same so that at all times the solvency of the Association is maintained and assured.

5.04 Interest and Application of Payments Installments on assessments paid on or before ten days after the due date shall not bear interest, but all sums not paid on or before ten days after the due date shall bear interest at the legal rate from the due date until paid. All payments on account shall be first applied to interest, and then to the assessment payment first due.

5.05 Lien for Assessments The Association shall have a lien against each Unit and its appurtenant undivided interest in Common Elements for any unpaid assessments against the Unit Owner thereof, and for interest accruing thereon, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessments or enforcement of such lien, whether legal proceedings are initiated. Such lien is effective from and after recording a claim of lien in the Public Records of Dade County, Florida stating the description of the condominium parcel, the name of the record owner, the amount due, and the due dates. Such lien is in effect until all sums secured by such lien, together with all costs incurred in recording and enforcing such lien, shall have been fully paid. Such claims of lien shall be signed and acknowledged by an officer or by a managing agent of the Association. Upon full payment, the party making the payment shall,

be entitled to a recordable satisfaction of lien which shall be prepared and recorded at such party's expense. All such liens shall be subordinate to the lien of mortgages recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in the manner a mortgage of real property is foreclosed. In any such foreclosure if the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed the Court could require the Unit Owner to pay a reasonable rental for the Unit. If so, the Association shall be entitled to the appointment of a receiver to collect the rent. The rental required to be paid shall be equal to the rental charged on comparable types of Units in Dade County, Florida. The Association may also, at its option, sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same. In the event a mortgagee of record shall obtain title to the Unit as a result of the foreclosure of a first mortgage, or in the event a mortgagee shall obtain title to a Unit as the result of a conveyance in lieu of foreclosure of such first mortgage, such mortgagee, its successors and assigns, shall not be liable for that share of the Common Expenses or assessments by the Association chargeable to the Unit, or the Unit Owner, which became due prior to the acquisition of title by such mortgagee. Any unpaid share of Common Expenses, or assessments, chargeable against any such foreclosed Unit, or against a Unit transferred in lieu of foreclosure, shall be deemed a Common Expense, and the mortgagee, its successors and assigns shall be liable for the share chargeable to such Unit during the period of its ownership of such Unit and shall be paid in the same manner as other Common Expenses.

5.06 Notification to Mortgagee The Association shall give written notice to the mortgagee of a Unit of a default in the payment of any assessments against such Unit where such default shall continue for a period of 15 days after the date upon which it was due and payable; provided, however, notice of such default need only be given where the mortgagee has notified the Association, in writing, of the existence of the mortgage, and the name and address of the mortgagee.

5.07 Commencement of Assessments The assessments provided for in this Article V shall commence no earlier than the first day of the month next succeeding the date of conveyance by deed of the first Unit in Park East, a Condominium, and no later than the first day of the fourth calendar month following the month of conveyance by deed of the first Unit in Park East, a Condominium. Within such limitations, the date upon which such assessments shall commence shall be determined by the Developer or the Board, provided that no such assessment shall be applicable to a Unit owned by the Developer earlier than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Unit at Park East, a Condominium occurs. The Developer shall pay the portion of common expenses incurred during that period which exceeds the amount assessed against other Unit Owners, but in no event, shall the assessments paid by the Developer be expended for purposes other than current expenses.

ARTICLE VI

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Condominium Property shall be owned, occupied and used subject to the following covenants and restrictions:

(a) **General Use** No part of the Condominium Property shall be used for other than housing and related common purposes for which the Condominium Property was designated. Each Unit or any two or more adjoining Units used together shall be used as a residence for single-family residential purposes or such other uses permitted by this Declaration and no other purpose. That part of the Common Elements separating any two or more adjoining Units which are owned by the same person may be altered or removed to afford ingress and egress to and from such adjoining Units if (i) the alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements; and (ii) the Unit Owner furnishes to the Board, not less than ten days before the commencement of the work, plans detailing the work to be done and all permits required by

local governmental agencies; and (iii) after reviewing the plans detailing such work and the permits required to do such work, the Board approves the alteration and gives the Unit Owner written permission to do such work.

(b) Restrictions on Common Elements The Common Elements shall be used only for access, ingress and egress to and from the respective Units by Unit Owners and their agents, servants, tenants, family members, invitees and licensees, and for such other purposes incidental to the use of the Units; provided, however, that the swimming pool, clubhouse, cabanas, saunas, tennis courts, storage areas and other special areas shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any agreement presently in existence or entered into by the Board at some future time, to lease any part of such Common Elements.

(c) Prohibited Use Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on any Building or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) Exterior Surfaces Without the prior consent of the Board, no Unit Owner shall cause or permit anything to be placed on the outside walls of any Building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof. Finally, a Unit Owner shall not cause or permit the enclosure, either partially or entirely, of any exterior portions of any Building without the Board's consent.

(e) Children Children under the age of 18 shall not be permitted to reside in the Condominium for more than 30 days in a calendar year. Unit Owners and Occupants shall notify the Board of Directors one week in advance by written notice of the arrival or departure date of such visiting children. Unit Owners and Occupants shall exercise reasonable supervision over visiting children while they play on the Condominium Property.

(f) Pets Members, or their tenants or guests may not keep any pets in the Unit or on or about the Condominium Property except small birds, parakeets, gold fish and tropical fish. Other pets may not be kept except with the written approval of the Board of the Association. Pets permitted under the rules and regulations or otherwise permitted pursuant to written approval from the Board of the Association are permitted provided (i) they are not kept, bred or maintained for any commercial purpose and (ii) any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three days' written notice from the Board. The Board may restrict pets from access to any portion of the Common Elements, and may designate portions of the Common Elements to accommodate the reasonable requirements of Unit Owners who keep pets permitted under the rules and regulations.

(g) 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 Condominium Property by residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any Unit or the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium Property.

(h) Structural Integrity Nothing shall be done in or to any Unit, Limited Common Elements, or Common Elements which might impair the structural integrity of any Building or which would structurally change any Building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in any Building, or operate machines, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others. No Unit Owner shall overload the floors of any Unit. The use of water-beds and similar furnishings which may cause

floor overloads shall be subject to Board approval. Structural changes and alterations may be made by the Developer in Units used by the Developer as model apartments, sales or rental offices and in the adjacent Common Elements, as may be reasonably necessary to adapt the same to the uses permitted herein. The changes may include the elimination or alteration of perimeter walls for the purpose of combining adjoining Units or improving access thereto or visibility thereof.

(i) Unsightliness No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Limited Common Elements or the Common Elements. The Limited Common Elements and the Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials which are not in receptacles provided for such purpose.

(j) Personal Effects There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that subject to reasonable rules and regulations of the Board all amenity and service areas may be used for their intended purposes.

(k) Commercial Activities No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit.

(l) Exceptions The Unit restrictions in Subparagraphs (a) and (k) of this Article VI shall not prohibit a Unit Owner or Occupant from (i) maintaining a personal professional library in a Unit; (ii) keeping personal business or professional records or accounts therein; or (iii) conducting personal business or professional telephone calls or correspondence therefrom. These uses are expressly declared customarily incident to the principal residential use and not in violation of Subparagraphs (a) and (k) of this Article VI.

(m) "For Sale" and "For Rent" Signs No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Condominium Property. The Developer or its agents reserve the right to place and maintain on the Condominium Property all models, sales and rental offices, advertising signs and banners and lighting in connection therewith at such locations and in such forms as they shall determine. The Developer or its agents and prospective purchasers and lessees of any Unit from the Developer are hereby granted the right of ingress and egress in and through the Common Elements for Unit sale or leasing purposes. The Developer reserves the right to make structural changes in Units used for model apartment purposes and in the adjoining Common Elements for the purpose of exercising its rights to combine Units as provided in Section 2.02 and Subparagraph (h) of this Article VI. The Developer further reserves the right to use unsold Units for temporary storage, office and related purposes. The foregoing rights of the Developer or its agents shall terminate upon the earlier of the tenth year anniversary of the recording of this Declaration or at such time as the Developer or its agents no longer need these facilities.

(n) Rules and Regulations Reasonable rules and regulations concerning the use of the Condominium Property have been drafted for use by the Association. These rules and regulations may be amended from time to time by a majority of Directors. Copies of such rules and regulations and any amendments thereto shall be furnished by the Developer to all Unit purchasers at closing. Unit Owners shall furnish Occupants of their Unit a copy of such rules and regulations and any amendments thereto as an exhibit to the lease agreement.

ARTICLE VII

SALE, LEASE OR OTHER ALIENATION OF UNIT OWNERSHIP

7.01 Lease With the exception of a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner is permitted to lease a Unit for transient or hotel purposes or for a period of not less than

six months and one day. No Unit Owner may lease less than the entire Unit. All lease agreements shall be in writing and are required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the By-Laws, all rules and regulations and amendments thereto promulgated by the Board of Directors, and that any failure by the lessee to comply with terms of such documents shall be a default under the lease. Unit Owners leasing their Units in accordance with these Condominium instruments shall notify the Association within 20 days of entering into the lease agreement of the name(s) of the Occupants (tenants), provide the Association with a copy of the lease agreement, including any attachments thereto, and provide the Association with such other information as the Association may require.

7.02 Involuntary Sale In the event any Unit or interest therein is sold at a judicial or execution sale, other than a mortgage foreclosure sale or a conveyance or sale in lieu of foreclosure by an institutional mortgagee of the Unit, the person acquiring title through the sale shall, before taking possession of the Unit so sold, give 30 days written notice to the Board of such an intention.

7.03 Default under Mortgage or Trust Deed In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit, the Board shall have the right to cure the default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against the Unit, which lien shall have the same force and effect and may be enforced in the same manner as provided for in Article X hereof.

7.04 Sale or Other Alienation of Unit Ownership A Unit Owner, except an institutional mortgagee which acquires title through foreclosure sale or deed in lieu of foreclosure, selling or alienating his ownership in a Unit shall give the Association notice of his intention to do so 30 days before the closing on the Unit shall take place. At closing the subsequent Unit Owner shall pay two months assessments to the Association's reserve accounts.

7.05 Registry of Owners and Mortgages The Association shall at all times maintain a Register of the names of the owners and mortgagees of all Units. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of his interest in such Unit together with recording information indentifying the instrument by which such transferee acquired his interest in the Unit. The owner of each Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The holder of any mortgage encumbering a Unit may notify the Association of any such mortgage(s), and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

ARTICLE VIII

DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF THE CONDOMINIUM PROPERTY

8.01 Insurance Insurance shall be carried and kept in force at all times in accordance with the provisions of the By-Laws of the Association.

8.02 Sufficient Insurance If the Condominium Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against the loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair, restoration or reconstruction, then the repair, restoration or reconstruction, shall be undertaken and the insurance proceeds shall be applied by the payee of the insurance proceeds in payment therefor in accordance with Sections 2.03-05 of the By-Laws of the Association.

8.03 Insufficient Insurance and Eminent Domain If (a) the proceeds of any policy or policies insuring against the loss or damage and payable by reason thereof, shall be insufficient to pay the cost of repair, restoration or reconstruction or (b) the Condominium Property is not insured against the peril causing the loss or damage, or (c) the Condominium Property or any portion thereof shall be taken by eminent domain or any proceeding in the nature of eminent domain, the provisions of the Act shall apply unless all the

Unit Owners and all other parties in interest voluntarily provide for reconstruction, repair or restoration within 180 days after the damage, destruction or taking. Notwithstanding the foregoing, if the damage, destruction or taking renders uninhabitable fewer than one-half the total number of Units, then, upon the approval of the Voting Members having a cumulative share of at least 75 percent of the total ownership of the Common Elements, the Board shall cause the Condominium Property or any affected part thereof to be repaired and reconstructed. A meeting shall be held within 30 days following the final adjustment of insurance claims, if any; otherwise, the meeting shall be held within 90 days of the damage, destruction or taking. At the meeting, the Board, shall present an estimate of the cost of repair or reconstruction and the estimated amount of necessary separate assessments to be levied against each Unit Owner. All holders of first mortgages of record shall be notified by the Board of any eminent domain proceeding.

8.04 Repair, Restoration or Reconstruction of the Improvements As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as they had at such prior time.

8.05 Plans and Specification Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building or Buildings, or, in lieu thereof, according to plans and specifications approved by the Board.

8.06 Responsibility If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then such Unit Owner shall be responsible for reconstruction and repair after casualty in accordance with the provisions of the By-Laws of the Association. In all other instances the responsibility for reconstruction and repair after casualty shall be that of the Association in accordance with the By-Laws of the Association.

8.07 Estimates of Costs Immediately after a determination is made to reconstruct or repair damage to property for which the Association has the responsibility of reconstruction or repair, the Association shall obtain reliable and detailed estimates of the cost to reconstruct or repair from a reputable construction contractor.

8.08 Assessments If the proceeds of insurance covering the Common Elements are not sufficient to defray the estimated costs of reconstructing or repairing damage done to such Common Elements, or if upon completing the reconstruction or repair work done to such Common Elements the funds for the payment of such costs are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs in accordance with the provisions of the By-Laws of the Association. Assessments on account of damage to Common Elements shall be in proportion of the Unit Owner's obligation for Common Expenses.

8.09 Construction Funds The funds for payment of costs of reconstruction or repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from assessments against Unit Owners, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction or repair in the manner prescribed in the By-Laws of the Association.

8.10 Duty to Repair, Restore or Reconstruct Certain Improvements Notwithstanding any provision in this Article VIII or any other Article of this Declaration to the contrary, any portion of the Common Elements which is deemed Common Property under the Master Declaration shall be repaired, restored or reconstructed within a reasonable period of time following a casualty in accordance with the provisions of the By-Laws of the Association. Such Common Elements shall be insured pursuant to this Article and shall name Park East Community Association, Inc. as a co-insured.

ARTICLE IX

SALE OF THE PROPERTY

9.01 Determination to Sell By an approval of the Voting Members having a cumulative share of 100 percent of the total ownership of the Common Elements at a meeting duly called for such purpose, and subject to the written consent of holders of recorded liens upon the Condominium Property which is to be sold, the Voting Members may elect to sell the Condominium Property as a whole. The action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as may be necessary to effect the sale.

9.02 Notice to Mortgagees Within ten days after the date of the meeting at which the sale was approved the Board shall give written notice of the action to the holder of any duly recorded mortgage or trust deed against any Unit entitled to notice under Section 13.02 of this Declaration.

ARTICLE X

REMEDIES

10.01 Remedies Cumulative If any Unit Owner or Occupant defaults under any provisions of the Act, this Declaration, the By-Laws or Rules and Regulations of the Association, the Board or its agents shall have each and all of the rights and remedies which may be available at law or in equity, and may present any action or other proceedings against the defaulting Unit Owner, Occupant and/or others for enforcement of any lien and the appointment of a receiver for the Unit and interests of the Unit Owner, for damages or injunction or specific performance, for judgment for payment of money and collection thereof, for the right to take possession of the Unit and to sell the same as hereinafter in this Article provided, or for any combination of remedies or for any other relief. All expenses of the Board in connection with any actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the highest rate then permitted in the State of Florida, shall be charged to and assessed against the defaulting Unit Owner, shall be added to and deemed part of its respective share of the Common Expenses, and the Board shall have a lien for all of the same, as well as for non-payment of the Unit Owner's respective share of the Common Expenses, upon the Unit and interest of the defaulting Unit Owner in the Common Elements and upon all additions and improvements thereto and upon any personal property in the Unit or located elsewhere on the Condominium Property. The Board and the manager or managing agent, if so authorized by the Board, shall have the authority to correct the default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against the defaulting Unit Owner. The Board may exercise any and all the rights and remedies exercised at any time and from time to time, cumulatively or otherwise.

10.02 Abatement and Enjoinment The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights set forth in this Declaration (a) to enter upon that part of the Condominium Property where the violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure or condition that may exist thereon contrary to the intent and the provisions hereof, and the Developer, or its successors or assigns, or the Board or its agents, shall not thereby be deemed guilty in any manner of trespass, (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach, or (c) to take possession of the Unit Owner's interest in the Condominium Property and to maintain an action for possession of the Unit in the manner prescribed below.

10.03 Involuntary Sale If any Unit Owner either by his own conduct or by the conduct of any Occupant of his Unit shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board and the violation shall continue for 30 days after notice in writing from the Board or shall recur more than once after such notice,

then the Board shall have the power to issue to the defaulting Unit Owner a ten-day notice in writing to terminate the rights of the defaulting Unit Owner to continue to occupy, use or control its Unit; and thereupon an action in equity may be filed by the Board against the defaulting Unit Owner for a decree of mandatory injunction against the defaulting Unit Owner or Occupant or, in the alternative, for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit on account of the violation and ordering that the right, title and interest of the Unit Owner in the Unit shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, and the court shall enjoin and restrain the defaulting Unit Owner from re-acquiring its interest in the Unit at the judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceedings and sale, and all these items shall be charged against the defaulting Unit Owner in the decree. Any balance of proceeds, after satisfaction of the charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of the sale, the purchaser shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Condominium Property sold subject to this Declaration.

10.04 Remedies for Failure to Pay Common Expenses or User Charges
 Each Unit Owner shall pay his proportionate share of the Common Expenses. The proportionate share shall be the percentage of the total ownership in the Common Elements as set forth in Exhibit "C". Each Unit Owner shall also pay all user charges for which he is responsible pursuant to Section 3.06 of the By-Laws. If a Unit Owner fails to pay the Common Expenses or user charges when due, the amount thereof shall constitute a lien on the interest of the Unit Owner, as provided by the Act. The lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of the Unit Owner, owned or held by a bank, insurance company or savings and loan association, or other lender, except for the amount of the Common Expenses or user charges which become due and payable from and after the date on which the mortgagee of the Unit or holder takes possession of the Unit. Provided that if an institutional mortgagee acquires title to a condominium unit either through foreclosure or a deed in lieu of foreclosure, all past due common expenses or user charges will be extinguished unless they were secured by a claim of lien recorded prior to the recordation of the mortgage. A "late charge" in the amount of \$20. per month shall be charged to and assessed against the defaulting Unit Owner until paid, which late charge shall be subject to review by the Board from time to time. In addition to the foregoing, the Board, or the Developer or their agents shall have such other rights and remedies to enforce collection as shall otherwise be provided or permitted by law.

ARTICLE XI

ADDITIONAL PROPERTY

11.01 Reservation of Right to Add Additional Condominium Area The Developer intends to convert to a condominium form of ownership additional real estate in The Park East Community (the "Additional Land") as legally described in Exhibit "F" which shall contain a maximum number of two phases, as depicted in Exhibit "F". Such phases shall be identified as Phase II and Phase III, respectively, with a maximum number of 243 Units. The Developer anticipates that Phase II shall be added on or about December 15, 1980 and shall include approximately 105 Units, and Phase III shall be added on or about June 15, 1981 and shall include approximately 138 Units. The allocation of percentage interests to individual Units is provided in Exhibit "C". For the purpose of determining the percentage of Common Elements allocatable to individual Units, one-bedroom flats and one bedroom townhouses are deemed to contain 935 square feet, and two bedroom flats and two-bedroom townhouses are deemed to contain 1,200 square feet. Phase I contains one swimming pool, two tennis courts, two saunas and one cabana, and Phase II contains one recreational building, one swimming pool, two saunas and one cabana which shall be part of the Common Elements and shall be available for the use of all Unit Owners at Park East, a Condominium. The personal

property in Phases II and III which shall be a part of the recreational facilities in each phase shall be of the same quality and in the same general quantity as that provided for in Phase I. The Units located in the Additional Land are of the same general size and character as those located on the Parcel which are depicted in Exhibit "B." The Developer hereby reserves the right, from time to time, within a period of ten years after the date of recording of this Declaration, to add on and annex to Park East, a Condominium all or part of the Additional Land, as provided herein, by recording an amended declaration or amended declarations (an "Amended Condominium Declaration"). The Developer expects to add the phases described in the order and number described herein but shall not be required to add any portion of the Additional Land. The Developer reserves the right to alter the schedule of phasing and the composition of each phase.

The boundaries of and improvements on any portions added by the Developer shall be those depicted in Exhibit "F". The improvements on the Additional Land are substantially identical to the improvements now being submitted to the provisions of the Declaration as to density, use, construction and architectural style. The Developer does not anticipate that the addition of the Additional Land or any portion thereof shall adversely affect the condominium created by this Declaration. The recreational facilities which exist on the Additional Land shall become a portion of the Common Elements upon the recording of an Amended Declaration which includes such facilities. An Amended Condominium Declaration shall (a) set forth the legal description of the additional parcel or parcels to be annexed to Park East, a Condominium and (b) state the intention of the Developer thereby to submit the additional parcel or parcels to the Act and to the plan of condominium ownership established by this Declaration. Upon the recording of an Amended Condominium Declaration, the additional parcel or parcels therein described shall be governed in all respects by the provisions of this Declaration and shall thereupon become part of Park East, a Condominium. Unit Owners in the added parcels shall have all the rights granted to the Voting Members in the Bylaws of the Association. Time-share estates shall not be created with respect to the Unit in any additional parcel. Those parts of the Additional Land which are not made part of Park East, a Condominium by this Declaration shall not be subject to or in anywise affected by provisions of this Declaration unless and until an Amended Condominium Declaration is recorded annexing such parts to Park East, a Condominium as aforesaid. Unit Owners shall have no rights whatsoever in or to any parts of the Additional Land, except as may be granted under the Master Declaration, until an Amended Condominium Declaration is recorded annexing the parts to Park East, a Condominium as aforesaid. Upon the expiration of the ten-year period or upon the addition of all the Additional Land, whichever occurs first, any and all rights of any person to add additional property shall terminate.

11.02 Amended Condominium Declaration Each Amended Condominium Declaration shall include:

(a) An Exhibit "B" which shall amend Exhibit "B" hereto by setting forth the amended legal description of Park East, a Condominium, including that part or parts of Additional Land annexed thereto, as well as the separate legal description of the addition and showing the boundaries of Park East, a Condominium, and delineating and describing the Units;

(b) An Exhibit "C" which shall amend Exhibit "C" hereto by setting forth the amended percentage of ownership in the Common Elements, including the Common Elements attributable to that part or parts of the Additional Land thereby annexed, allocable to each Unit, including all previous Units and additional Units added by an Amended Condominium Declaration; and

(c) An Exhibit "F" which shall amend Exhibit "F" hereto by setting forth the amended legal description of Additional Land, deleting therefrom that part or parts annexed to Park East, a Condominium by an Amended Condominium Declaration.

11.03 Determination of Amended Percentage of Unit Ownership in Common Elements Each Unit's percentage of the total ownership in the Common Elements, as amended by each Amended Condominium Declaration and as set forth in the amended Exhibit "C" attached thereto, shall be determined as follows:

(a) the Common Elements, as amended by an Amended Condominium Declaration, shall consist of the Common Elements as existing immediately prior to the recording of an Amended Condominium Declaration (the "Existing Common Elements") plus the Common Elements added by an Amended Condominium Declaration (the "Added Common Elements");

(b) the Units, as amended by an Amended Condominium Declaration, shall consist of Units as existing immediately prior to the recording of an Amended Condominium Declaration (the "Existing Units") plus the Units added by an Amended Condominium Declaration (the "Added Units");

(c) the total square foot area of each of the Added Units based upon the square foot allocation shall be added to the total square foot area of the Existing Units as previously determined and the total thereof shall be the total square foot area of the Existing Units and the Added Units (collectively the "Collective Square Foot Area");

(d) each Unit's percentage of interest in the Common Elements, consisting of the Existing Common Elements plus the Added Common Elements, shall be computed by dividing the total square foot area of the Unit by the Collective Square Foot Area;

(e) the Existing Units shall have their respective percentages of total ownership, as set forth in the amended Exhibit "C," in the Added Common Elements as well as in the Existing Common Elements;

(f) the Added Units shall have their respective percentages of total ownership, as set forth in the amended Exhibit "C," not only in the Added Common Elements but also in the Existing Common Elements;

(g) each and every provision of this Declaration as amended by each successive Amended Condominium Declaration shall apply to each and every Unit, including all Added Units and all Existing Units, and to all the Common Elements, including all Added Common Elements and all Existing Common Elements;

(h) the recording of an Amended Condominium Declaration shall not alter or affect the amount of any lien for Common Expenses due from any owner of an Existing Unit prior to the recording, nor the respective amounts theretofore assessed to or due from an owner of an Existing Unit for Common Expenses or other assessments.

11.04 Existing Mortgages The lien of any mortgage encumbering any Existing Unit, together with its appurtenant percentage of Unit ownership in Existing Common Elements, shall automatically be adjusted and amended when an Amended Condominium Declaration is recorded, in accordance with the respective percentages of Unit ownership in Common Elements for such Existing Unit as set forth in amended Exhibit "C" attached to such Amended Condominium Declaration, and the lien of such mortgage shall automatically attach to such percentage of the Added Common Elements.

ARTICLE XII

PARK EAST COMMUNITY ASSOCIATION, INC. AND THE MASTER DECLARATION

12.01 Corporate Organization and Purpose Park East Community Association, Inc. (the "Community Association") has been organized as a corporation not for profit pursuant to the Laws of the State of Florida. The Community Association has been established, among other things, for the purpose of providing services relative thereto for the benefit of all Unit Owners and occupants of dwelling units situated on the real estate submitted to the Master Declaration. The Community Association shall regulate the use of common areas within the real estate submitted to Master Declaration including the Condominium Property.

12.02 Voting Membership in Community Association Each Unit Owner shall automatically be and shall continue to be a member of the Community Association for so long as it possesses an ownership of a Unit. Upon the transfer of the title of a Unit, the successor shall immediately become a member of the Community Association.

12.03 Community Association Assessments The costs incurred by the Community Association shall be allocated as specified in its Articles of Incorporation, By-Laws and the provisions of the Master Declaration. Any sums from time to time assessed to or against the Board by the Community Association shall be deemed to be a lawfully agreed upon Common Expense incurred by the Board on behalf of the Association, as provided herein, and, in turn, shall be assessed and collected in accordance with each Unit Owner's interest in the Common Elements. The Board shall have all the powers hereinabove granted to it for the purpose of enforcing the collection of the assessments.

12.04 Board of Directors The Board of Directors of the Community Association, except the initial Board of Directors, shall be elected in the manner provided in the Articles of Incorporation and By-Laws of the Community Association.

12.05 Priorities This Declaration and the rights, powers, privileges, immunities, duties and obligations of the Association, and each person who or which is now or may hereafter become a Unit Owner hereunder, is subject to and shall have the benefit of the terms, covenants, conditions and easements set forth in Master Declaration insofar as they relate to the Condominium Property and to the interests of each Unit Owner.

ARTICLE XIII

GENERAL PROVISIONS

13.01 Rights of the Developer and Managing Agent Until the time established by this Declaration for the election of the first Board by the Voting Members, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board in the Act and in this Declaration shall be held and performed by the Developer. If the Voting Members do not elect a Board at the time established by the Declaration, the Board appointed by the Developer shall continue in office for a period of 30 days after written notice of its resignation shall be sent to all Voting Members. In exercising all its rights under this Declaration and the Act, the Developer or its designees on the Board shall not be under any disability which would otherwise be imposed by law by reason of the Developer's interest in the subject matter of any transaction so long as they act in good faith. Without limiting the generality of the foregoing, the Developer may cause the Association to enter into a management agreement to act as managing agent for the Condominium Property.

13.02 Notice to Mortgagees Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner of such Unit.

13.03 Notices to Estate or Representatives Notices required to be given any devisee, heir or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his address appearing in the records of the court wherein the estate of the deceased Unit Owner is being administered.

13.04 Manner of Giving Notices Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board, or to any Unit Owner, as the case may be, indicating thereon the number of the Unit, or at such other address as herein provided. Any Unit Owner may designate a different address for notices by giving written notice of change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed postage prepaid by United States registered or certified mail, return receipt requested, or when delivered in person with written acknowledgement of the receipt thereof if addressed to a Unit Owner, when deposited in the mailbox in the Building or at the door of the Unit.

13.05 Conveyance and Leases Each grantee of the Developer and each subsequent grantee by the acceptance of a deed of conveyance, and each purchaser under a purchase contract therefor, and each Occupant (tenant) under a lease for a Unit, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall

be deemed and taken to be covenants running with the land, shall bind any person having at any time any interest or estate in the Condominium Property and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

13.06 No Waivers No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

13.07 Change, Modification or Rescission ("amended" or "amendment") Except for amendments which Developer is specifically authorized and/or obligated elsewhere herein to make and except as may be elsewhere herein or in the Act otherwise specifically provided, this Declaration may be amended, changed, modified or rescinded only in the following manner:

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

(b) Amendments to this Declaration may be proposed by the Board by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the owners of a majority of the Units, whether by vote of such owners as members of the Association at a special or regular meeting or the members or by written instrument signed by them.

(c) Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association, or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the Unit Owners in this Condominium to consider and vote upon such proposed amendment; provided, that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than 30 days nor later than 60 days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the By-Laws of the Association; provided, that any member may, in writing signed by such member, waive notice of any such meeting in the manner provided for in the By-Laws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted, and shall become effective, by and upon the affirmative vote at such meeting of unit owners owning not less than 66.667 percent of the Units; provided, that any amendment so proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning not less than 66.667 percent of all Units. Notwithstanding the foregoing provisions for adoption of amendments to this Declaration or any other provisions for amendment in the Condominium Act no amendment shall:

(1) Affect the rights, privileges and duties of the Developer without its written consent.

(2) Change, modify, or rescind Article XI, Section 10.04 or Section 13.01 of this Declaration unless the record owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment, or

(3) Change the condominium Parcel (as defined in this Declaration) unless the record owner thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment, or

(4) Discriminate against any Unit owner or against any Unit or building or class of buildings comprising part of the Condominium Property, unless the record owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgment of the amendment, or

(5) Change the share of the Common Elements appurtenant to any Unit or Units or the share of any Unit Owner in the Common Surplus, or

(6) Increase the share of any Unit Owner in the Common Expenses, unless the record owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment, or

(7) Make any change in Article VII entitled "Damage, Destruction, Condemnation and Restoration of the Condominium Property", unless the record owners of all liens on Units shall join in the execution and acknowledgment of the amendment, or

(8) Adversely affect the rights, validity, or priority of an institutional mortgagee without the consent of the mortgagee.

(9) Be effective until one year after the adoption of such amendment, if the effect of such amendment is to limit, restrict or prohibit a Unit Owner's right to lease his unit as provided in this Declaration.

(d) Any vote to amend this Declaration relating to a change in the percentage of ownership in the Common Elements or sharing of the Common Expense shall be conducted by secret ballot.

(e) As to members of the Association and persons having actual knowledge of the adoption of any amendment to this Declaration, such amendment shall be effective as of the date of adoption or otherwise as may be specified in the resolution or instrument creating the amendment. As to non-members of the Association without actual knowledge of an amendment to this Declaration, the same shall be effective upon the recordation of such amendment or certificate of amendment in the Public Records of Dade County, Florida, whichever occurs first. The President of the Association, or, in the absence of the President, a Vice President or other acting chief executive officer of the Association, shall cause to be filed in the Public Records of Dade County, Florida, the original amendment to the Declaration, if it is in the form of an instrument executed and acknowledged by Unit Owners and the holders of liens thereon, or a certificate of amendment, if it is a certification by the proper officers of the Association that such amendment was adopted by the Association at a meeting of the members. A true and correct copy of each such amendment or certificate of amendment shall be delivered, forthwith after adoption thereof, to the record owners of all Units and to the record owners of all liens on Units, by the President, Vice President or other acting chief executive officer of the Association, but delivery of such copies shall not be a condition precedent to the effectiveness of any such amendment.

(f) Notwithstanding any provision to the contrary set forth in Article XIII or elsewhere, in and of this Declaration, the Articles of Incorporation or By-Laws of the Association, the affirmative vote of the owners of not less than 51 percent of the Units in the Condominium shall be sufficient to adopt an amendment to this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration not materially or adversely affecting the rights of owners, lienors or mortgagees.

13.08 First Mortgages Notice and Approval Requirements

(a) In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the first mortgagee of the Unit so affected, which complies with Paragraph 5.06, shall receive written notice within 15 days of any such damage or destruction.

(b) If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the first mortgagee of the Unit so affected, which complies with Paragraph 5.06, shall receive written notice within 15 days of the commencement of any such proceeding or proposed acquisition.

(c) The prior written approval of each first mortgage which complies with Paragraph 5.06 is required for the following:

- (i) The abandonment or termination of Park East, a Condominium, except for abandonment or termination provided by law in the case of substantial destruc-

tion by fire or other casualty or in the case of a taking by condemnation or eminent domain.

- (ii) Any material amendment to the Declaration or to the By-Laws including but not limited to, any amendment which would change the percentage interests of the Unit Owners in Park East, a Condominium.
- (iii) The effectuation of any decision by the Association to terminate professional management and assume self-management of Park East, a Condominium.

13.09 Additional Rights of First Mortgagors Any first mortgagee shall, upon request in writing to the Board, be entitled to:

- (a) Inspect the books and records of the Association during normal business hours;
- (b) Receive the annual financial statements which are prepared and distributed by the Association to the Unit Owners at the time of such distribution;
- (c) Receive written notice of all meetings of the Association and designate a representative to attend all such meetings.

13.10 Special Amendment Subject to the provisions of the Act, the Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration and the By-Laws at any time and from time to time which amends this Declaration and the By-Laws (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering the Units, (iii) to bring this Declaration into compliance with the Act or (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Unit Owner. Each deed, mortgage, trust deed, or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to make, execute and record such Special Amendment. The right of the Developer to act pursuant to rights reserved or granted under this Paragraph shall terminate at such time as the Developer no longer holds or controls title to a Unit. No Special Amendment made by the Developer shall affect or impair the lien of any mortgage or trust deed encumbering a Unit.

13.11 Partial Invalidity If any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part thereof, or the application thereof to any circumstances is held invalid, the validity, enforceability or effect of the rest of this Declaration shall not be impaired or affected thereby.

13.12 Perpetuities and Other Invalidity If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints or alienation, or (c) any other statutory or common law rule imposing time limits, then such provision shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of James Earl Carter, Jr., President of the United States.

13.13 Liberal Construction The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium development.

13.14 Unit Ownership by a Land Trustee In the event title to any Unit is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the Unit under the trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against the Unit. No claim shall be made against any title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against the lien or obligation. The amount of the lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of the trust notwithstanding any transfers of all or any part of the beneficial interest of any trust or any transfer of title of the Unit.

13.15 Gender Unless the context clearly requires otherwise, the singular number herein shall include the plural, the plural number shall include the singular, and any gender shall not affect the construction of this Declaration.

IN WITNESS WHEREOF, the Developer has caused its name to be signed to these present by its Vice-President this 13th day of November, 1980.

GREAT AMERICAN PROPERTIES-FLORIDA,
INC., a Georgia corporation, authorized to
do business in Florida

Signed, sealed and
delivered in the
presence of:

Daniel A. McRae By Jack F. Prather
Robert G. Hunter

IN WITNESS WHEREOF, the Association has caused its name to be signed to these present by its Vice-President this 13th day of November, 1980.

PARK EAST HOME OWNERS ASSOCIATION,
INC., a Florida Corporation not for profit

Signed, sealed and
delivered in the
presence of:

Daniel A. McRae By John F. Prather
Robert G. Hunter

STATE OF GEORGIA)
) SS.
COUNTY OF FULTON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that JACK F. PRATHER personally known to me to be a Vice-President of GREAT AMERICAN PROPERTIES-FLORIDA, INC., a Georgia corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice-President he signed and delivered such instrument as Vice-President of such corporation, and caused the corporate seal of such corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of such corporation as his free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 13th day of
November 1980.

Notary Public, Chapter 477, Florida Statutes
 My Commission Expires 11/14/1981

Commission expires 11/14/1981

Lorraine HeCman
 Notary Public

STATE OF)
) SS.
 COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that THOMAS F. NEAL, JR. personally known to me to be the Vice-President of Park East Home Owners Association, Inc., a Florida Corporation not for profit, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice-President he signed and delivered such instrument as Vice-President of such corporation, and caused the corporate seal of such corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of such corporation as his free and voluntary act, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 13th day of November 1980.

Notary Public, Chapter 477, Florida Statutes
 My Commission Expires 11/14/1981

Commission expires 11/14/1981

Lorraine HeCman
 Notary Public

CONSENT OF MORTGAGEE

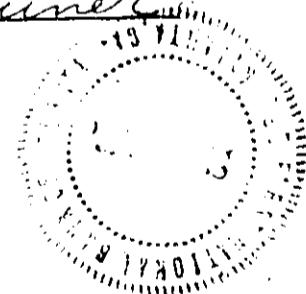
THE FIRST NATIONAL BANK OF ATLANTA, a national banking association ("Mortgagee"), the holder of a Mortgage encumbering, inter alia, the land being submitted to condominium, which Mortgage is dated June 25, 1980 and recorded in Official Records Book 10794 at Page 1263 of the Public Records of Dade County, Florida hereby consents to the foregoing Declaration of Condominium for Park East, a Condominium and agrees that the lien of the mortgage, with respect to that portion of the property that is submitted to the condominium, shall be a first lien on all of the condominium units more particularly described in the Declaration of Condominium together with all of the appurtenances thereto, including but not limited to all of the individual shares in the common elements thereof.

IN WITNESS WHEREOF THE FIRST NATIONAL BANK OF ATLANTA has caused this instrument to be signed by its duly authorized officers on its behalf all done at Atlanta, Georgia on this 20th day of November, 1980.

THE FIRST NATIONAL BANK OF
ATLANTA

By: Burl E. Turner
Vice President

Jimmy C. Kister
Witness
Kathy B. Miller
Witness



OFF REC 10940 891

STATE OF GEORGIA)
) ss:
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this 20th
day of November, 1980 by Burl E. Turner as Vice President of THE
FIRST NATIONAL BANK OF ATLANTA, a national banking association,
on behalf of the association.

Phyllis M. Jackson
NOTARY PUBLIC

My Commission Expires: Notary Public, Georgia, State At Large
My Commission Expires Feb. 10, 1984

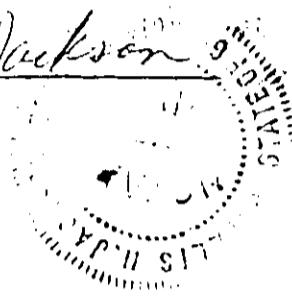


EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OF
PARK EAST, A CONDOMINIUM

Tract 21 SECTION EIGHT, FONTAINEBLEAU PARK SUBDIVISION, according to the Plat thereof, recorded in Plat Book 94, at Page 1 of the Public Records of Dade County, Florida. (Approximately 14.045 ± acres). (See Exhibit 7, Sheet 2 of 25, to Developer Filing)

ALSO KNOWN AS

A portion of Tracts 14 and 15, Block 1, of RICHARDSON-KELLETT COMPANY'S Plat of Section 4, Township 54 South, Range 40 East, according to the Plat thereof recorded in Plat Book 4, at Page 100, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the E 1/4 corner of Section 4, Township 54 South, Range 40 East; thence run N. 00° 14' 00" E., along the East line of the NE 1/4 of said Section 4, for a distance of 65.00 feet to a point; thence run S. 89° 42' 20" W., along the Northerly right-of-way line of West Flagler Street, for a distance of 580.02 feet to the Point of Beginning of the parcel of land herein-after described; thence run N. 00° 14' 00" E, along a line parallel to and 580.00 feet West as measured at right angles from the East line of NE 1/4 of said Section 4, for a distance of 1,164.74 feet to the Point of intersection with the arc of a circular curve concave to the Southeast and having for its elements a radius of 1,090.92 feet and a central angle of 16° 33' 38" said point bearing N. 16° 51' 18" W. from the center of said curve; thence run Northeasterly along the arc of said curve, and along the Southerly right-of-way line of Park Boulevard, according to the Plat thereof recorded in Plat book 90 at Page 28, of the Public Records of Dade County, Florida, for a distance of 315.31 feet to the point of tangency; thence run N. 89 42' 20" E., along the Southerly right-of-way line of said Park Boulevard, for a distance of 174.26 feet to the point of curvature of a circular curve concave to the Southwest and having for its elements a radius of 25.00 feet and a central angle of 90° 31' 40"; thence run Northeasterly, Easterly, Southeasterly, Southerly and Southwesterly along the arc of said curve, and along the Southerly right-of-way line of said Park Boulevard, for a distance of 39.50 feet to the point of tangency; thence run S. 00° 14' 00" W., along the Westerly right-of-way line of N.W. 87th Avenue, for a distance of 1,135.23 feet to the point of curvature of a circular curve concave to the Northwest and having for its elements a westerly along the arc of said curve, for a distance of 78.08 feet to the point of tangency; thence run S. 89° 42' 20" W., along the Northerly right-of-way line of West Flagler Street, for a distance of 460.48 feet to the Point of Beginning.

(See Exhibit "F"
to Declaration of Condominium)

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF
PARK EAST, A CONDOMINIUM

PARK EAST, A CONDOMINIUM
LEGAL DESCRIPTION PHASE 1 (135 units)

The South 436.00 feet of TRACT 21 as measured along
the Westerly Tract Line of FONTAINEBLEAU PARK SUB-
DIVISION SECTION EIGHT, according to the Plat thereof,
recorded in Plat Book 94, at Page 1 of the Public Records
of Dade County, Florida (Approximately 5.093 ± acres)

(See attached Exhibit "A", Surveyor's
Certificate, Plot Plans and Survey)

Sec. 4-54-40
 Order No. NS80-78
 F.B. No. 520-60
 Date. April, 1980.

**PARK EAST,
A CONDOMINIUM
PHASE I,**

EXHIBIT "A"
Sheet 1 or 15 Sheets

GENERAL NOTES

1. / The 4 CBS. apartment buildings - each 3 stories high - are identified by a letter each (A, B, C and D) and by the officially designated street addresses as follows:
 Bldg. A = 20 NW. 87th Ave., Dade County, Fla.
 Bldg. B = 10 NW. 87th Ave., Dade County, Fla.
 Bldg. C = 30 NW. 87th Ave., Dade County, Fla.
 Bldg. D = 40 NW. 87th Ave., Dade County, Fla.
2. / Each UNIT is composed of an apartment, identified by a 3-digit number, the first number showing the floor in which the UNIT is located. - The 2nd and 3rd floors of each building are occupied by 2-story UNITS.
3. / Each CONDOMINIUM UNIT located within the building shall have as its boundaries the interior finished, undecorated surfaces of the perimeter walls, floor and ceiling. All dimensions shown within such UNIT refer to these interior boundaries. All bearing walls and columns within each UNIT (even if not shown protruding into the UNIT) are parts of the COMMON ELEMENTS.
4. / BALCONIES attached to the UNITS are LIMITED COMMON ELEMENTS for the exclusive use of the Unit owner to which it is attached.
5. / All lands, improvements and all portions of the buildings not located within the boundaries of a UNIT, and which are not defined as LIMITED COMMON ELEMENTS, are parts of the COMMON ELEMENTS.
6. / Circled letter **(A)** to **(D)** within the UNIT denote the TYPE of UNIT (See Sheets of Typical Units).

SURVEYOR'S CERTIFICATE
AND
GENERAL NOTES

DÉNES & DÉNES & ASSOC INC.
SURVEYORS - ENGINEERS - PLANNERS
 273 Aragon Ave., Coral Gables, Fla., 33134
 Phone (305) 416-3591

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY:

1. / That I am a duly registered land surveyor, authorized to practice in the State of Florida;
2. / That the construction of the improvements described on the attached survey of land together with the graphic description of the improvements in which the UNITS are located and a Plot Plan thereof is substantially complete so that the material, together with the provisions of the Declaration describing the condominium property is an accurate representation of the location and the dimensions of the improvements, and that the identification, location and dimensions of the COMMON ELEMENTS, LIMITED COMMON ELEMENTS and each UNIT can be determined from these materials.

John D. Dénés, PLS.
 Registered Surveyor #1908
 Dénés & Dénés Inc.



Sec. 4 - 54 - 40
Order No.: 11980-78
F.B. No.: 520-60
Date: April, 1980.

"PARK EAST, CONDOMINIUM A PHASE I"

EXHIBIT "A"
Sheet 2 of 25 Sheets

DESCRIPTIONS:

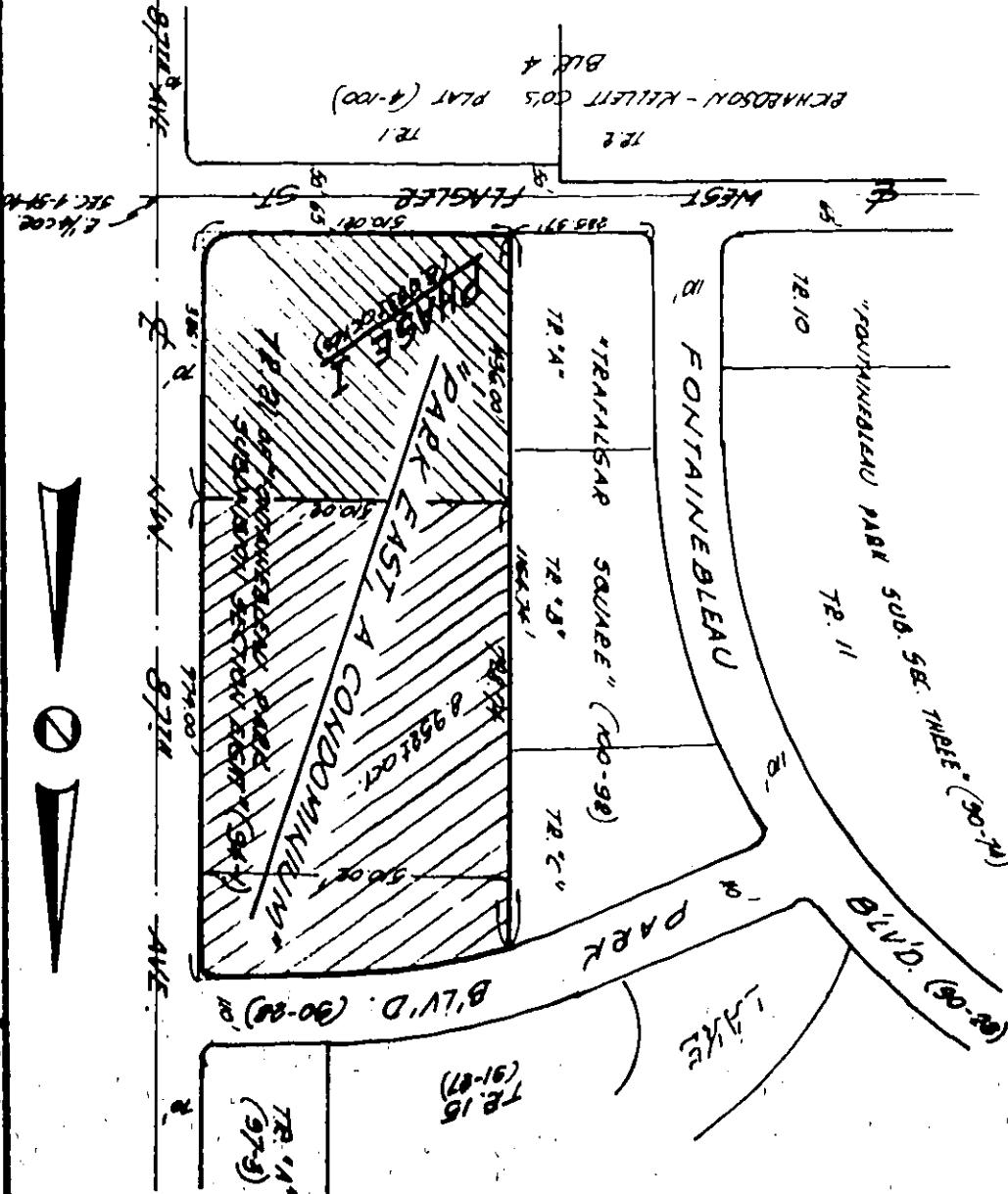
1. / ENTIRE "PARK EAST, A CONDOMINIUM" COMPLEX (378 UNITS)

TRACT 21 of "FOUNTAINBLEAU OVER SOUTHERN SECTION EIGHT", according to the Plot thereof, recorded in Plot Book 97, at Page 1 of the Public Records of Dade County Florida, containing 14.055 acres; lying and being in Dade County, Florida.

2. / PHASE I (135 UNITS):

The South 436.00 feet along the Western Main Line - of "FOUNTAINBLEAU OVER SOUTHERN SECTION EIGHT", according to the Plot thereof, recorded in Plot Book 97, at Page 1 of the Public Records of Dade County Florida, containing 5.093.5 acres; lying and being in Dade County, Florida.

SCALE: 1" = 300'



CLERK NOTE:
FOR DECLARATION OF CONDOMINIUM
SEE OFFICIAL RECORD BK 11980 PG. 86

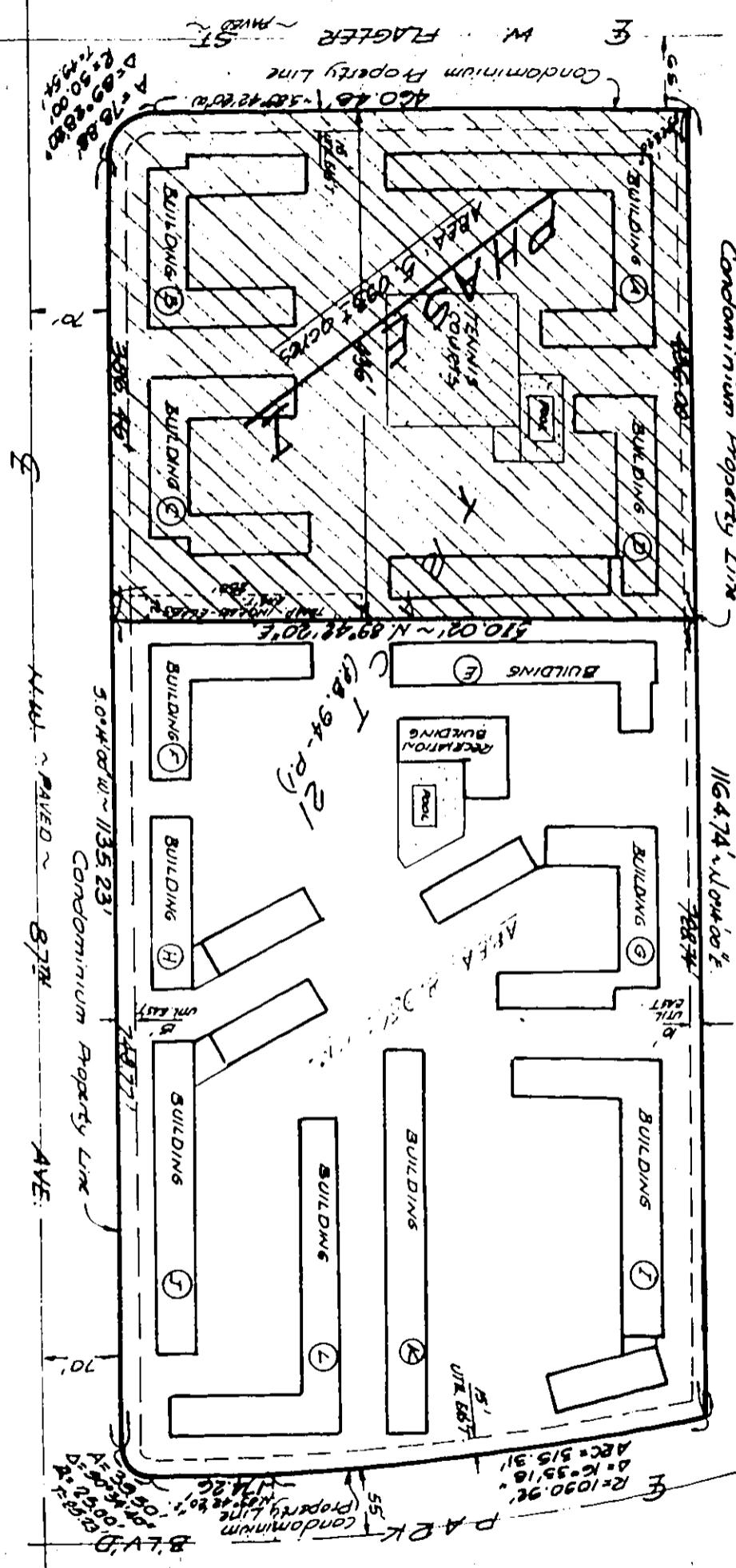
DESCRIPTIONS AND LOCATION SKETCH
DENES & DENES & ASSOC., INC. SURVEYORS - ENGINEERS - PLANNERS 270 Aragon Av., Coral Gables, Fla., 33134 Phone (305) 446-3591

OFF REC 10940 4 896

Sec. ' 4-54-4
Order No. ' 11980-788
F.B. No. : 520-60
Date. April, 1980.

"PARK EAST, A CONDOMINIUM PHASE I"

EXHIBIT "A"



COMPREHENSIVE LOCATION PLAN

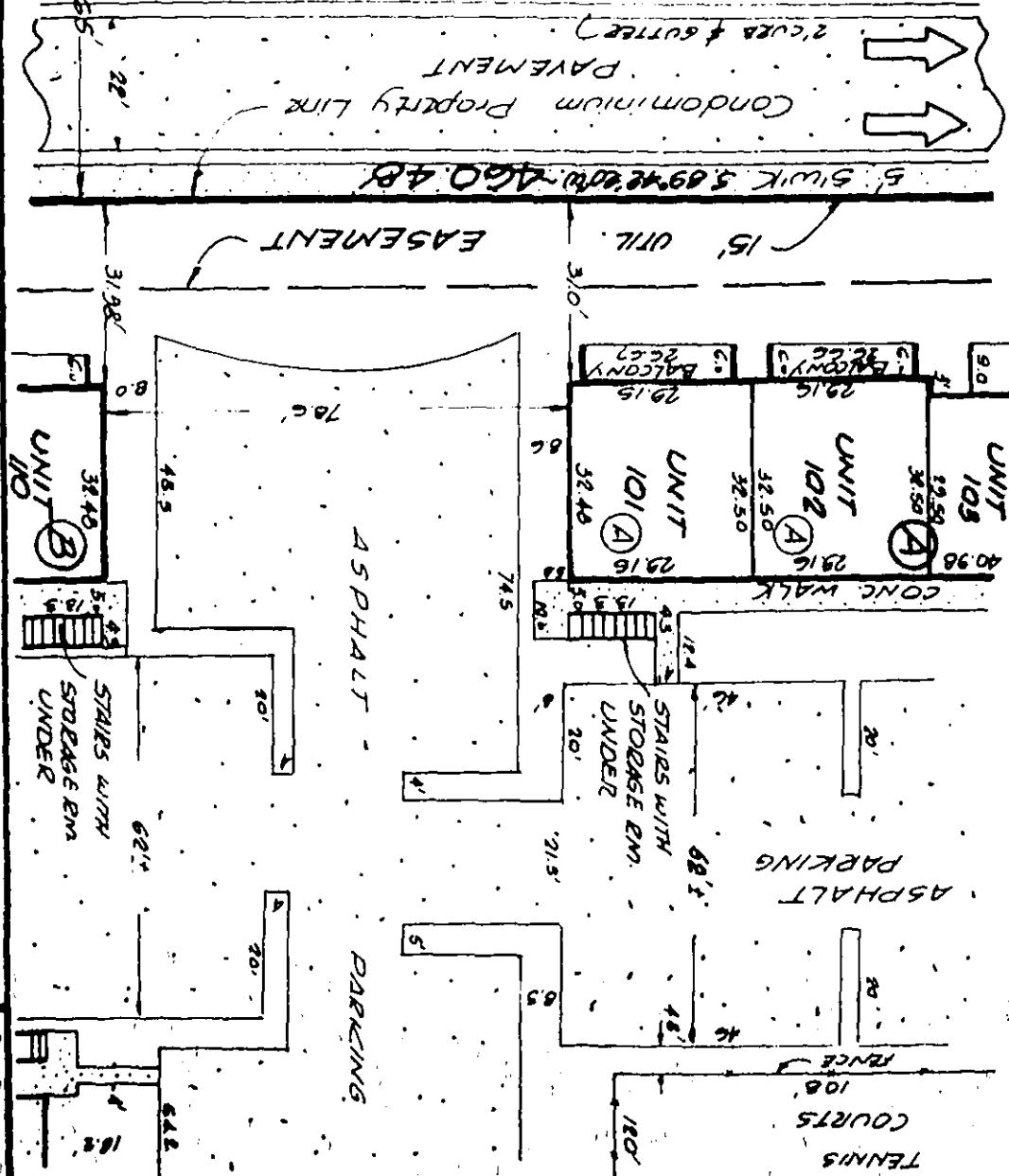
DÉNES & DÉNES & ASSOC., INC.
SURVEYORS - ENGINEERS - PLANNERS
273 Aragon Ave., Coral Gables, Fla., 33134
Phone (305) 446-3591

REF REC 10940 pg 898

4-54-40
Sec. ' Order No. ' 1980-78
F.B. No. : 520-60
Date. April, 1980.

"PARK EAST" A CONDOMINIUM PHASE I "

EXHIBIT A



**PLAT PLAN AND
FIRST FLOOR PLAN
B'10'6". (A)**

DÉNES & DÉNES & ASSOC., INC.
SURVEYORS - ENGINEERS - PLANNERS
278 Argon Ave., Carol Stream, Ill., 33334
Phone (305) 446-3591

A black and white illustration showing three shallow, rounded bowls stacked vertically. The top bowl is the largest, followed by a medium-sized one in the middle, and a smaller one at the bottom.

NOTE: Balconies are Limited Common Elements

OFF REC 10940 PG 899

Sec. 4-54-4
Order No. 11980-78
F.B. No. 520-60
Date, April, 1980.

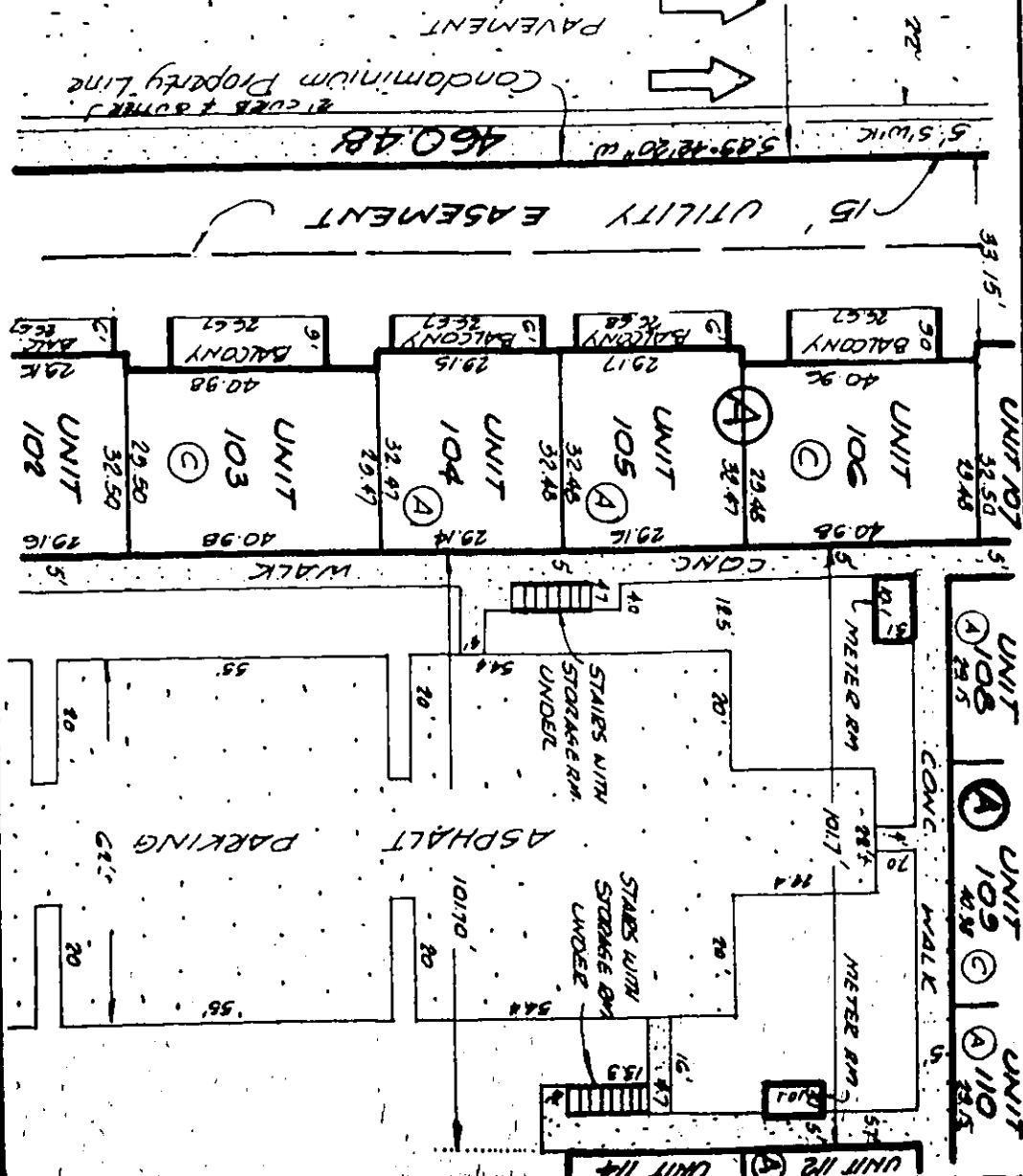
"PARK EAST,"

PHASE

**EAST
MINIMUM**

EXHIBIT "A"

Sheer 6 or 25 Shears



PLOT PLAN AND
FIRST FLOOR PLAN

DÉNES & DÉNES & ASSOC., INC.
SURVEYORS - ENGINEERS - PLANNERS
278 Aragon Ave., *Carrollton, Fla.*, 33334
305-725-3501

NOTE: Balconies are
Limited Common Elements

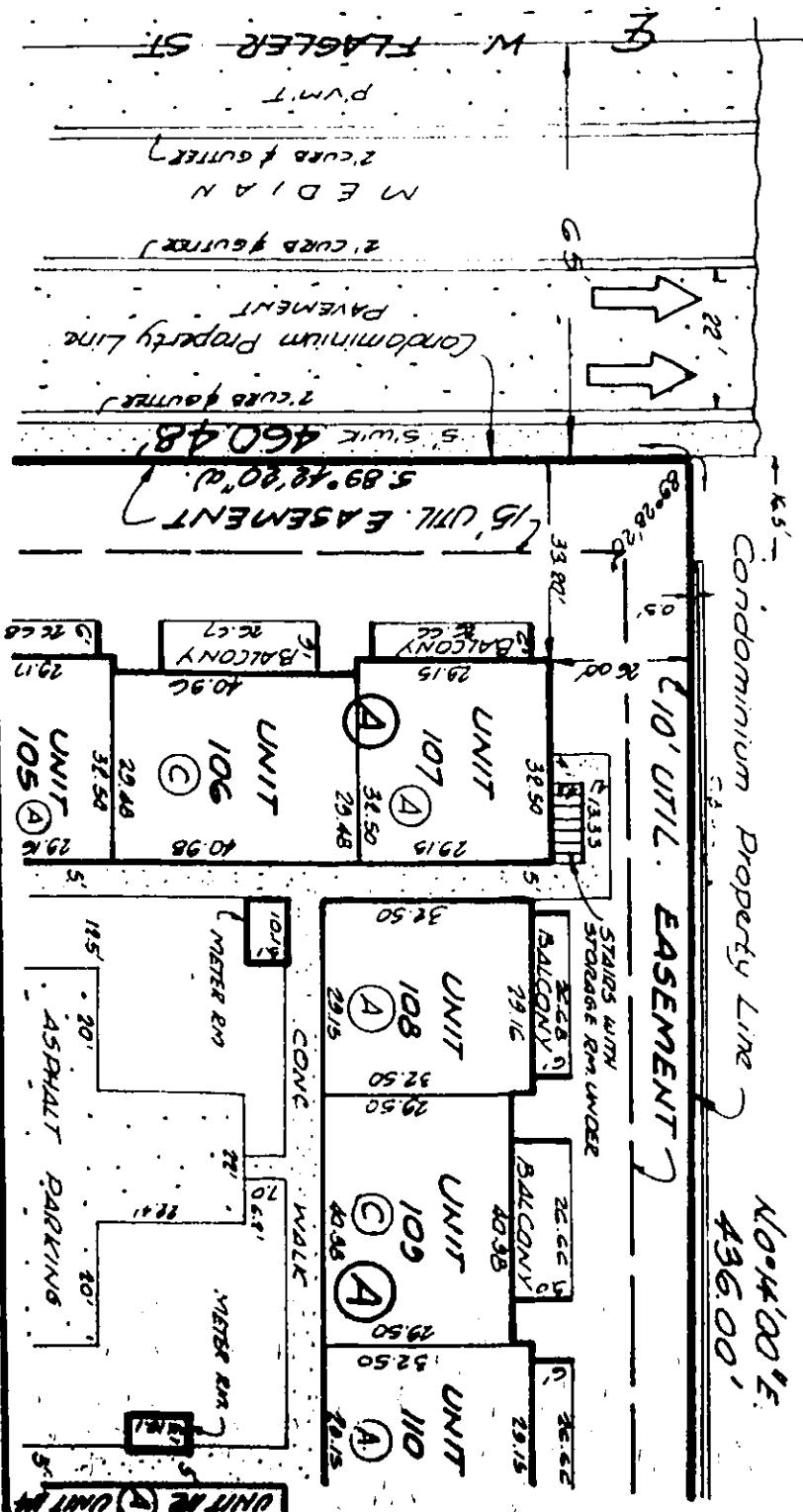
OFF REC 10940 900

Sec. 4-54-40
Order No. 11980-78
F.B. No. 520-60
Date. April, 1980.

This sheet revised on 7/2/80 Q.L.Q.

**'PARK EAST,
A CONDOMINIUM
PHASE I"**

EXHIBIT "A"
Sheet 2 of 25 Sheets



PLOT PLAN AND
FIRST FLOOR PLAN
Bldg. #1

DÉNES & DÉNES & ASSOC./INC.
SURVEYORS-ENGINEERS-PLANNERS
278 Argon Ave., Coral Gables, FLA., 33134
Phone (305) 446-3531

NOTE: Balconies are Limited
Common Elements

SAC. 1 4-544-40

"PARK EAST,

EXHIBIT "A"

**Order No.: 11980-78
F.B. No.: 520-60**

CONDOMINUM

Sheer 8 or 25 Sheets

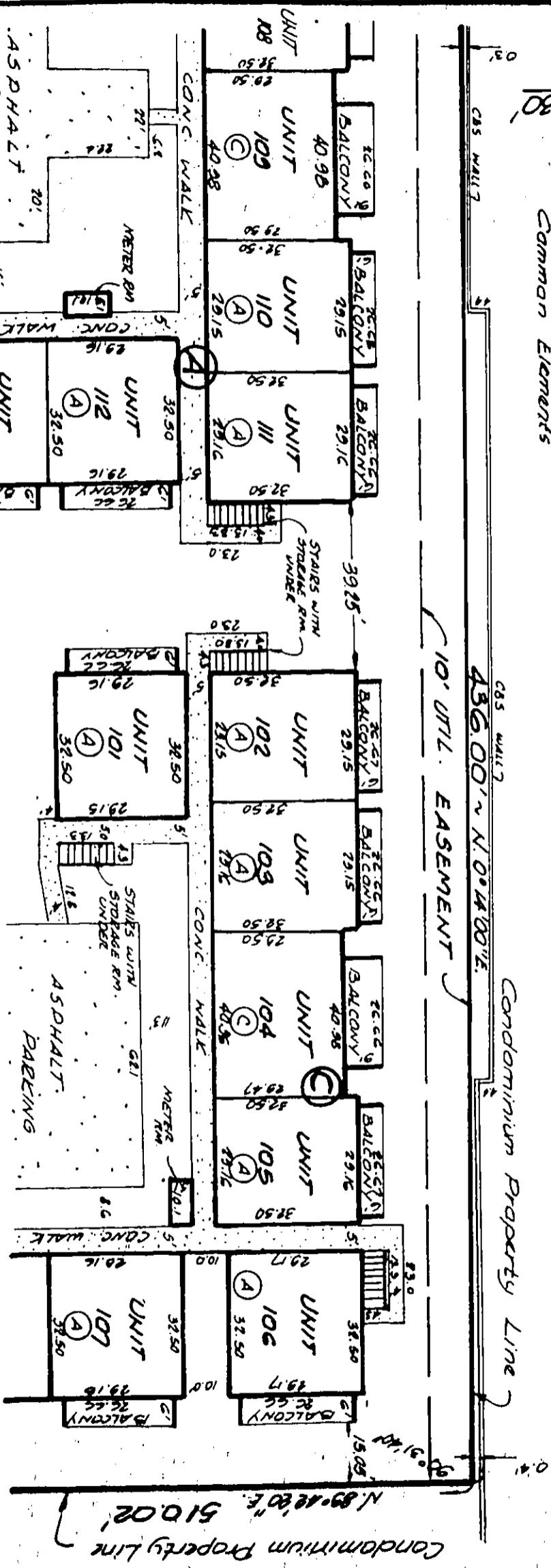
$\text{GCO}/\text{e} = 30$

NOT Balconies are Limited Common Elements

CBS MAIL 2

Condominium Property Line -

140



PLOT PLAN AND
FIRST FLOOR PLAN

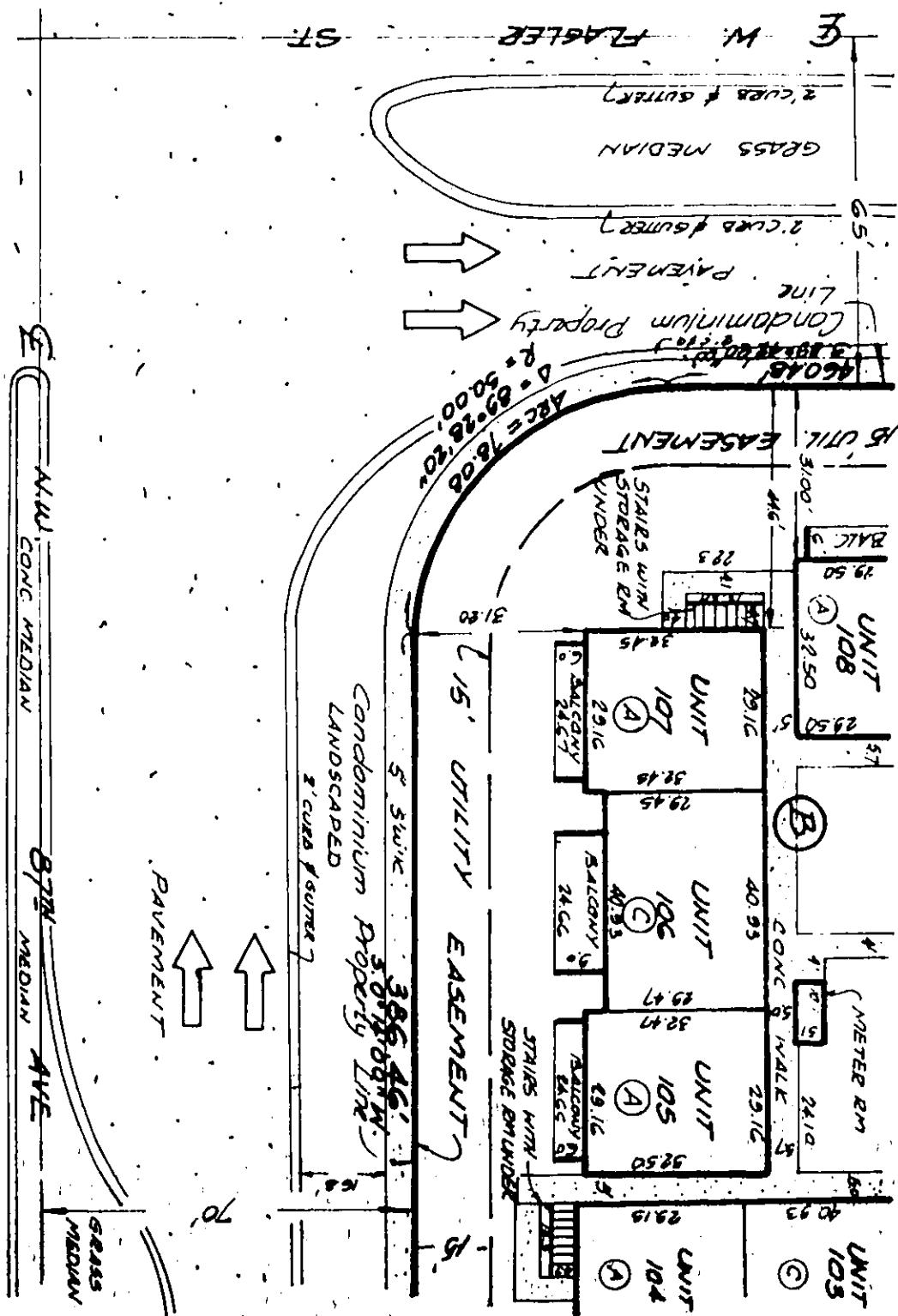
DÉNES & DÉNES & ASSOC./INC.
SURVEYORS-ENGINEERS-PLANNERS
278 Aragon Ave., Coral Gables, Fla., 33134
Phone (305) 446-3591

OFF REC 10940 PG 903

**Sec. ' 4-54-40
Order No. 11980-78
F.B. No. 520-60
Date, April, 1980.**

"PARK EAST, A CONDOMINIUM PHASE I "

EXHIBIT "A"



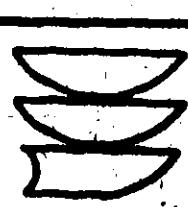
Score: 30-30

NOTES.

**Bakonies are Limited
Common Elements**

PLOT PLAN AND
FIRST FLOOR PLAN
B'LDG. ③

DÉNES & DÉNES & ASSOCIATES, INC.
SURVEYORS - ENGINEERS - PLANNERS
278 Aragon Ave., Carol Stream, IL 60134
Phone (305) 446-3591



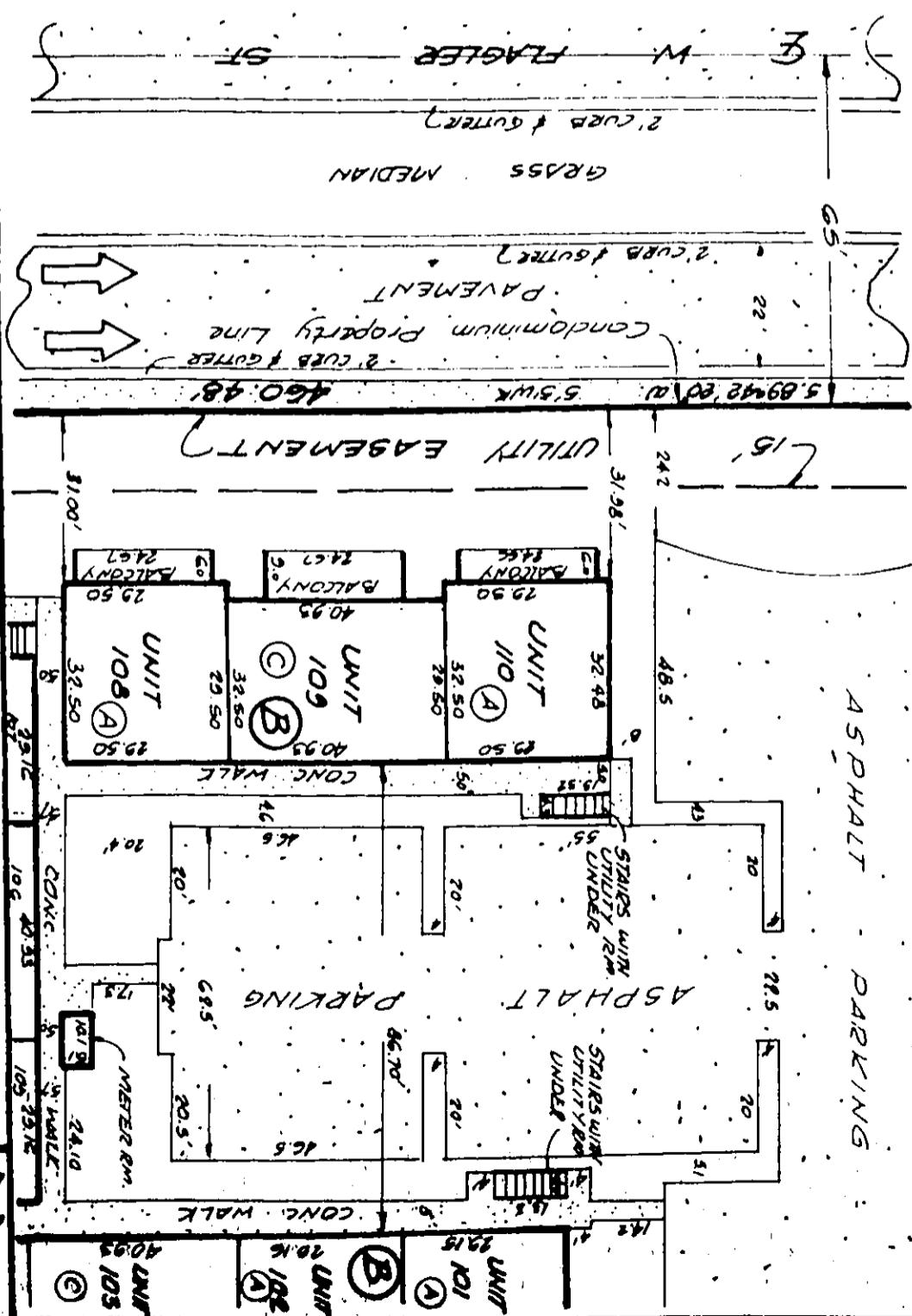
OFF REC 10940 FG 904

4-54-40
Sec. ' Order No. ' 11980-78
F.B. No. ' 520-60
Date. April, 1980.

"PARK EAST" A CONDOMINIUM PHASE I "

EXHIBIT "A"

Sheer // or 25 Sheers



PLOT PLAN AND
FIRST FLOOR PLAN

Score: 11-30

NOTE: Balconies are Limited Common Elements



NOTE. Balconies are Limited
Common Elements

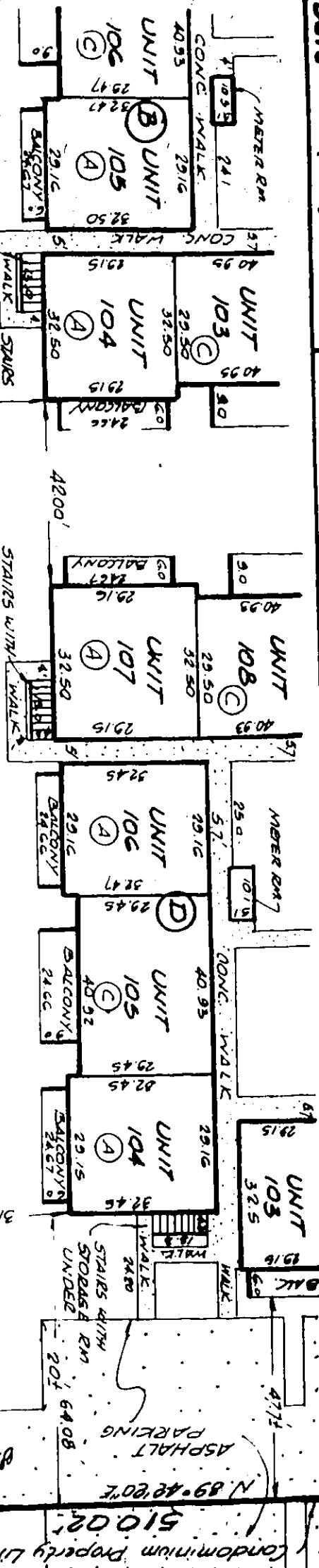
PLOT PLAN AND
FIRST FLOOR PLAN
B'LDG. (3)

DENES & DENES & ASSOC., INC.
SURVEYORS - ENGINEERS - PLANNERS
278 Arogram Ave., Coral Gables, Fla., 33134
Phone (305) 446-3591

Sec. 4-54-40
Order No. 11980-78
F.B. No. 520-60
Date, April, 1980.

"PARK EAST, CONDOMINIUM PHASE I"

EXHIBIT "A"
Sheet 12 of 25 Sheets



DE-#1000

NOTE: Balconies are Limited
Common Elements.

NOT PLAN AND
FIRST FLOOR PLAN
BIDS (B) AND (D)

DÉNES & DÉNES & ASSOC./INC.
SURVEYORS-ENGINEERS-PLANNERS
273 Aragon Ave., Coral Gables, Fla., 33134



This Street raised on 7/12/1980. L.E.D.

87TH AVE.

GRASS MEDIAN

10' 5" 10' 5" 10' 5"

10' 5" 10' 5" 10' 5"

10' 5" 10' 5" 10' 5"

10' 5" 10' 5" 10' 5"

10' 5" 10' 5" 10' 5"

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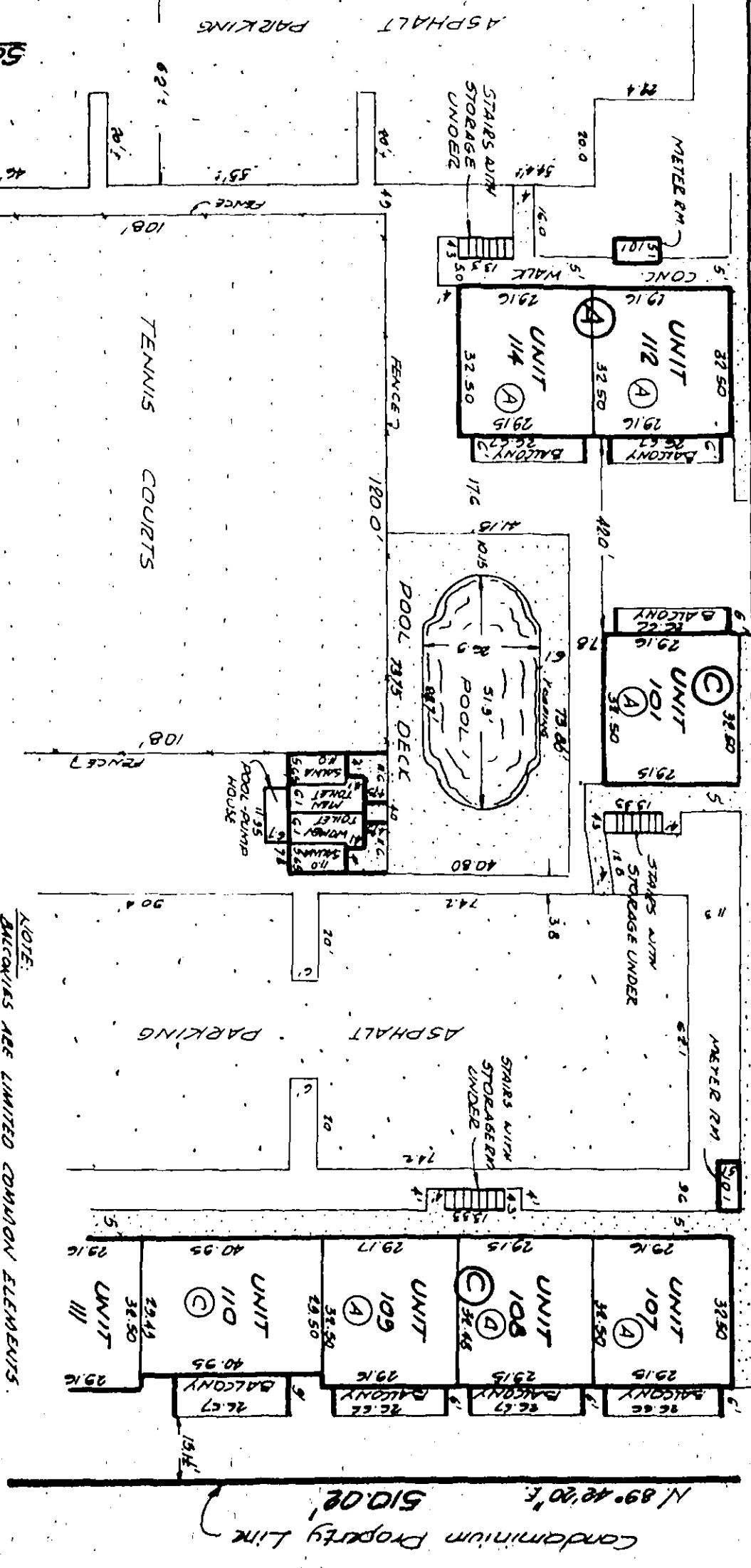
Sec. 4 - 54 - 40

Order No. 11980-78
F.B. No. 520-60
Date April, 1980.

"PARK EAST,
A CONDOMINIUM
PHASE I"

EXHIBIT "A"

Sheet 13 or 25 Sheets



PLOT PLAN AND
FIRST FLOOR PLAN
BIDS (A) AND (C)

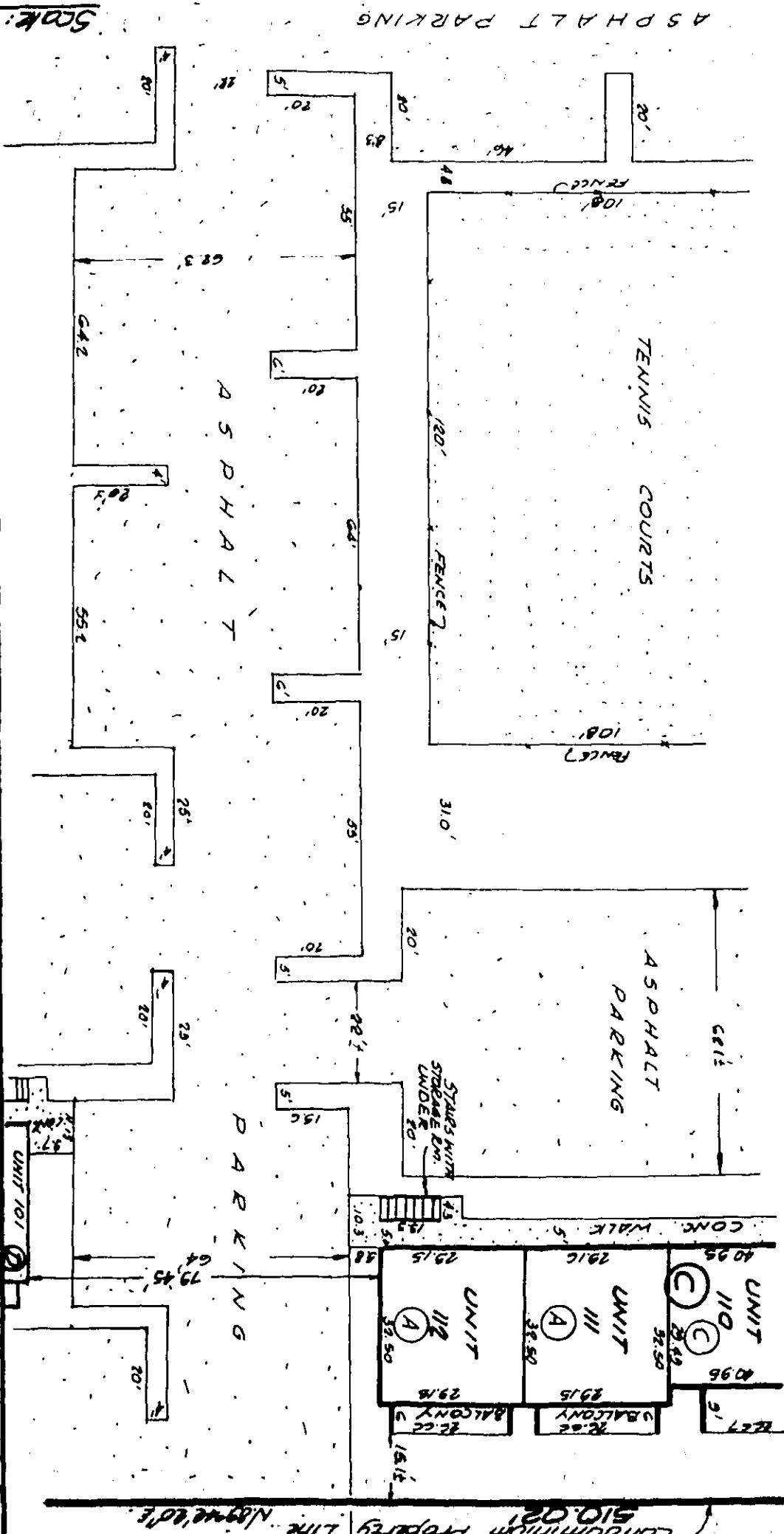
DENES & DENES ASSOC., INC.
SURVEYORS-ENGINEERS-PLANNERS
278 Aragon Ave., Coral Gables, Fla., 33134
Phone (305) 446-3591

OFF REC 10940 FG 907

Sec. 4-54-40
Order No. 11980-78
F.B. No. 520-60
Date. April, 1980.

"PARK EAST, A CONDOMINIUM PHASE I."

EXHIBIT "A"



**PLAT PLAN AND
FIRST FLOOR PLAN
Bldg. C**

DÉNES & DÉNES & ASSOC., INC.
SURVEYORS - ENGINEERS - PLANNERS
278 Aragon Ave., Coral Gables, Fla., 33134
Phone (305) 446-3591

A black and white illustration showing three identical, shallow, wide-mouthed bowls stacked vertically. The bowls have a slightly flared rim and a flat base.

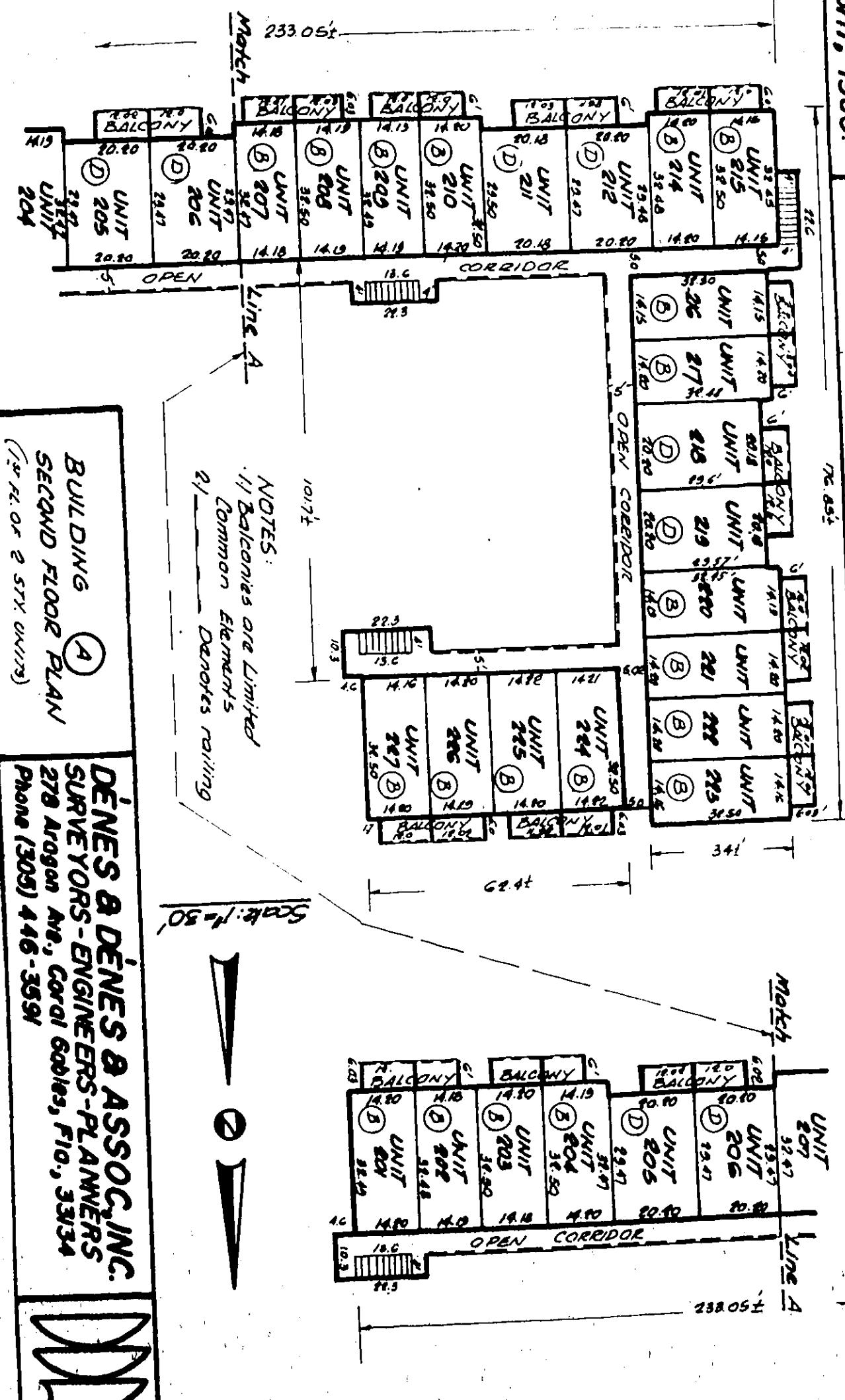
OFF REC 10940-TC 908

4-54-40
1980-78
520-60
April, 1980.

"PARK EAST,"

PHASE I

Sheet 15 or 25 Sheets



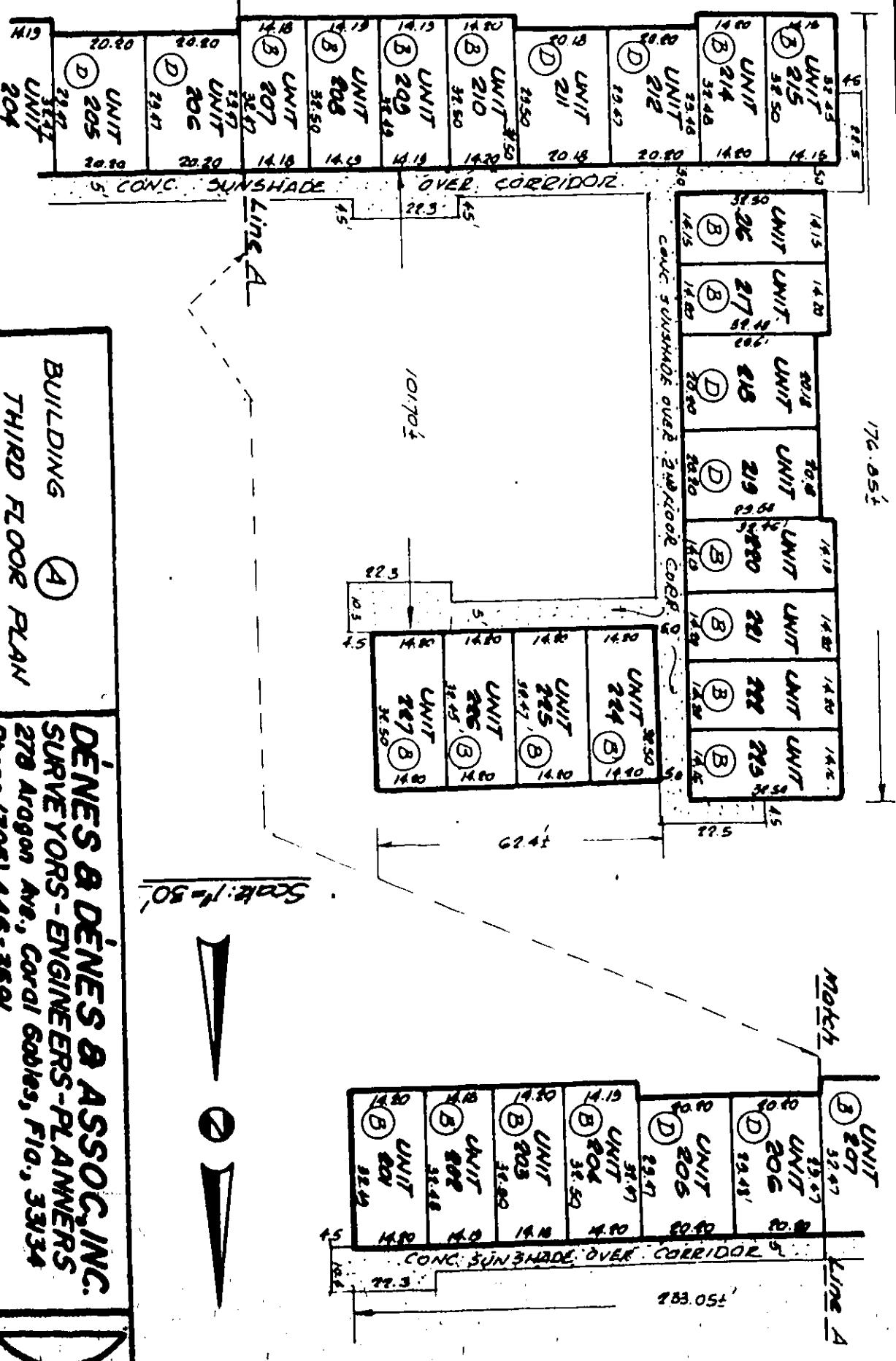
BUILDING (A)
SECOND FLOOR PLAN
(1st fl or 2 stry univ)

DÉNES & DÉNES & ASSOC./INC.
SURVEYORS-ENGINEERS-PLANNERS
278 Aragon Ave., Coral Gables, FL 33134
Phone (305) 446-3591

Sec. 4-54-40
Order No. 11980-78
F.B. No. 520-60
Date April, 1980.

"PARK EAST, A CONDOMINIUM PHASE I"

EXHIBIT "A"

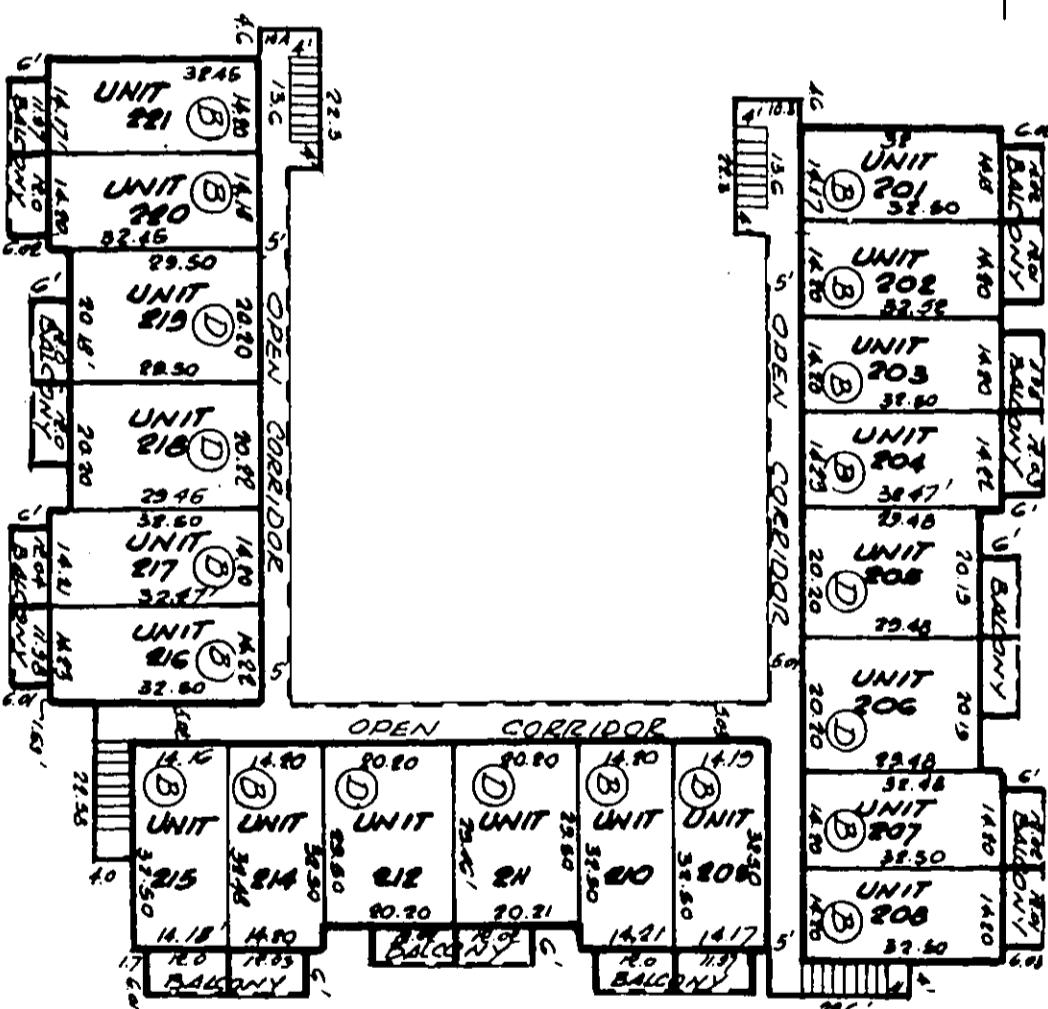


DÉNES & DÉNES & ASSOC., INC.
SURVEYORS - ENGINEERS - PLANNERS
270 Aragon Ave., Carol City, Fla., 33334
Phone (305) 446-3591

Sec. 4 - 54 - 40
Order No. 11980-78
F.B. No. 520-60
Date April, 1980.

**'PARK EAST,
A CONDOMINIUM
PHASE I"**

EXHIBIT "A"
Sheet 17 or 25 Sheets



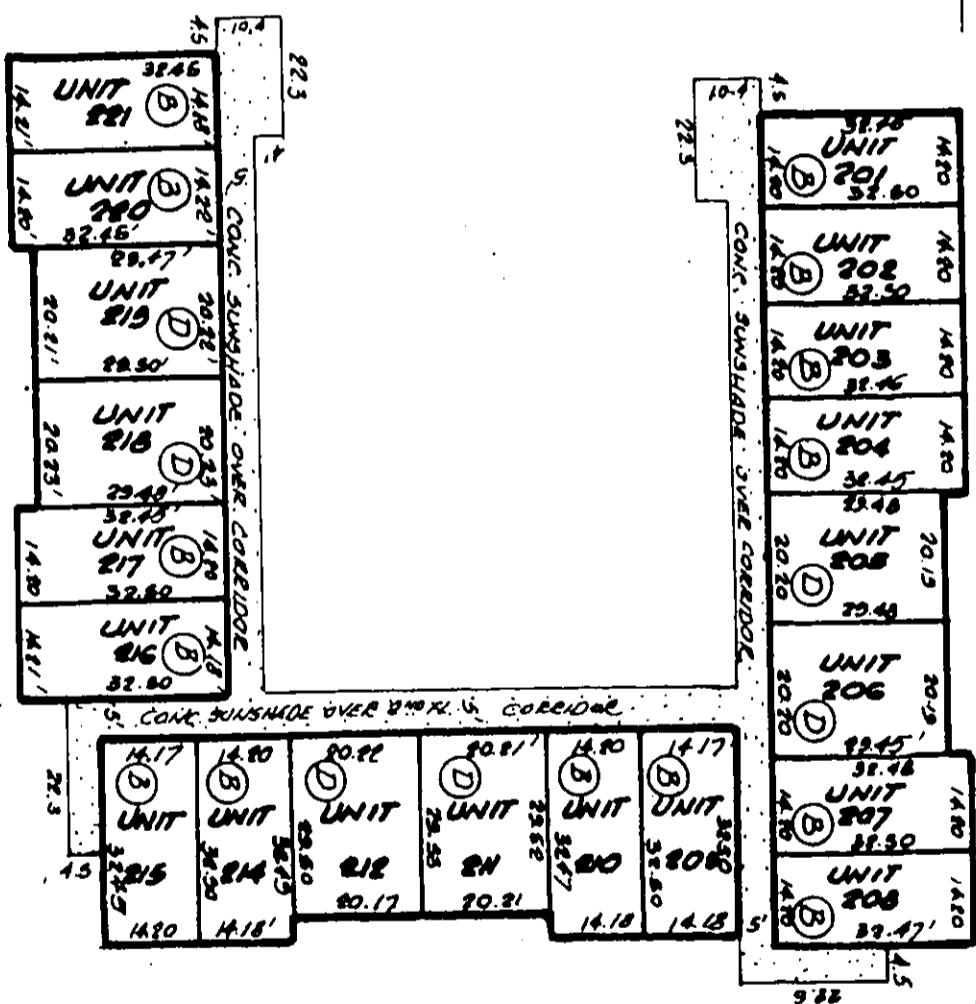
NOTES:
1/ Balconies are limited
Common Elements.
2/ Denotes rolling

OFF REC 10940 3 PG 911

Sec. : 4-54-40
Order No. : 11980-78
F.B. No. : 520-60
Date : April, 1980.

"PARK EAST" A CONDOMINIUM PHASE I

EXHIBIT "A"



Scale: 1' = 30'

**BUILDING
THIRD FLOOR
PLAN**

(جتنیہ ۰۰۰ ٹکے کی تاریخیں)

DÉNES & DÉNES & ASSOC./INC.
SURVEYORS - ENGINEERS - PLANNERS
278 Hogan Ave., Carol Stream, Ill., 60134
Phone (305) 446-3591



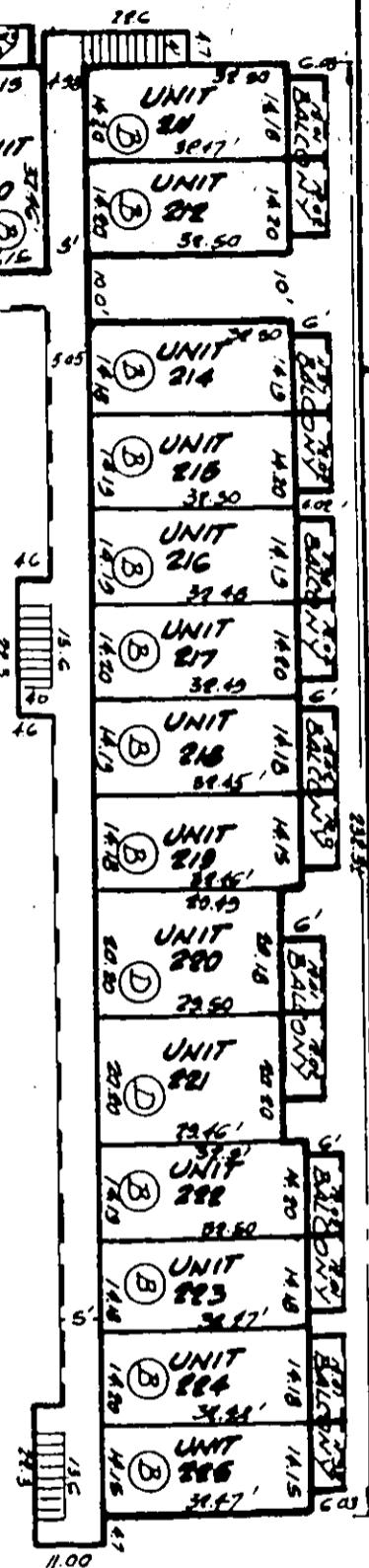
REF ID: 10940 FG 912

Sec. 1
Order No.: #980-78
F.B. No.: 520-60
Date: April, 1980.

**"PARK EAST,
A CONDOMINIUM
PHASE I"**

EXHIBIT "A"

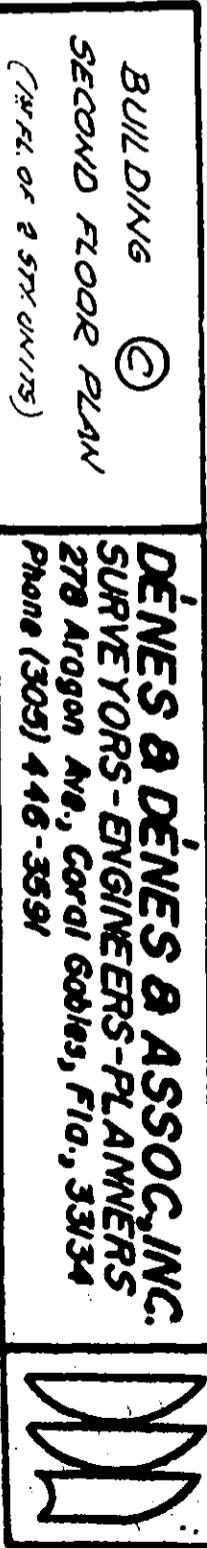
Sheet 19 of 25 Sheets



101.6'

Scale: 1" = 30'

NOTES:
1/ Balconies are Limited Common Elements
2/ Denotes railing

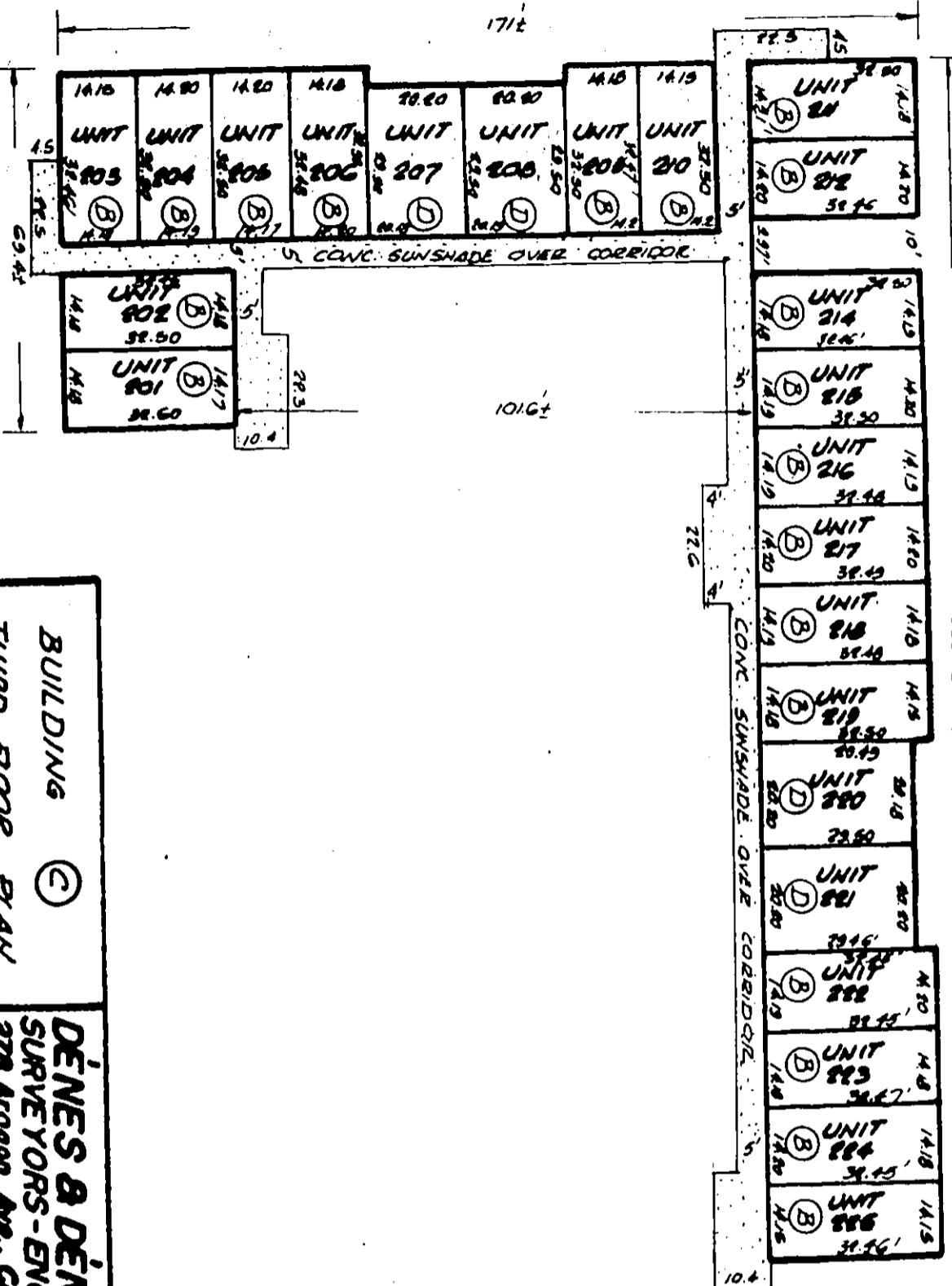


REF REC 10940 1 913

4-54-40
Sec. ' 1980-78
Order No. : 520-60
F.B. No.:
Date. April, 1980.

"PARK EAST, A CONDOMINIUM PHASE I"

EXHIBIT "A"



BUILDING C
THIRD FLOOR PLAN
(240 ft. or 257 ft. DEIMS)

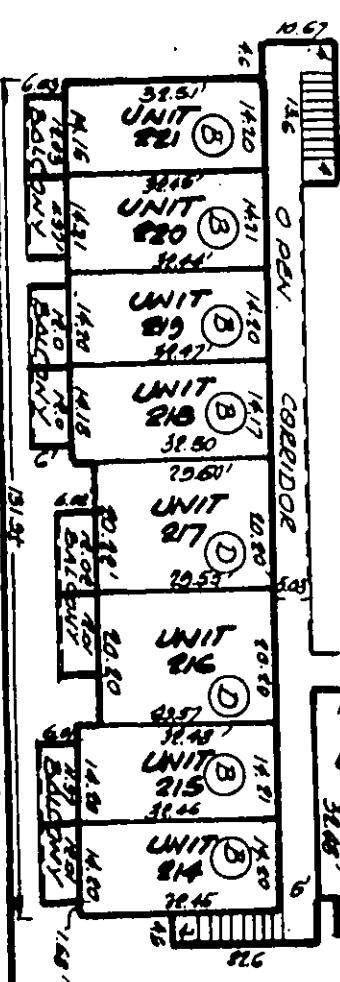
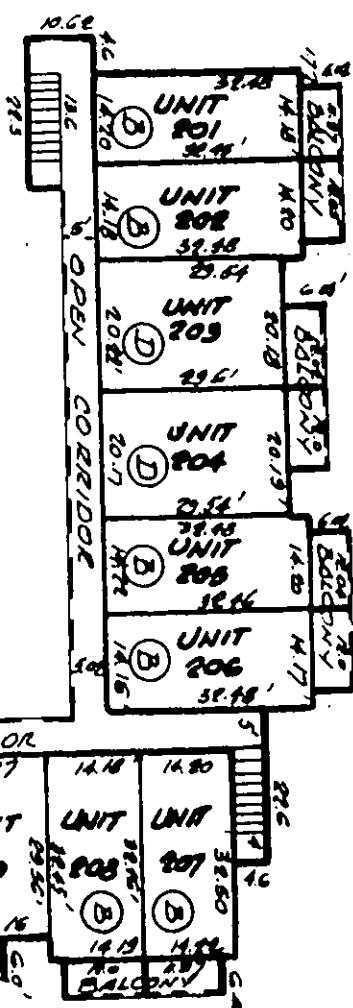
DÉNES & DÉNES & ASSOC./INC.
SURVEYORS - ENGINEERS - PLANNERS
278 Aragon Ave., Coral Gables, Fla., 33134
Phone (305) 446-3591

REC 10940 914

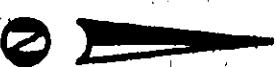
Sec. 4 - 54-40
Order No. 11980-78
F.B. No. 520-60
Date April, 1980.

"PARK EAST,
A CONDOMINIUM
PHASE I"

EXHIBIT "A"
Sheet 21 of 25 Sheets



Scale: 1'-0"



NOTES:
1) Balconies are limited
2) Common Elements
3) Denotes railing

BUILDING #2
SECOND FLOOR PLAN
(Top fl. or 2nd flr. units)

DENES & DENES & ASSOC., INC.
SURVEYORS - ENGINEERS - PLANNERS
278 Aragon Ave., Coral Gables, Fla., 33134
Phone (305) 446-3591

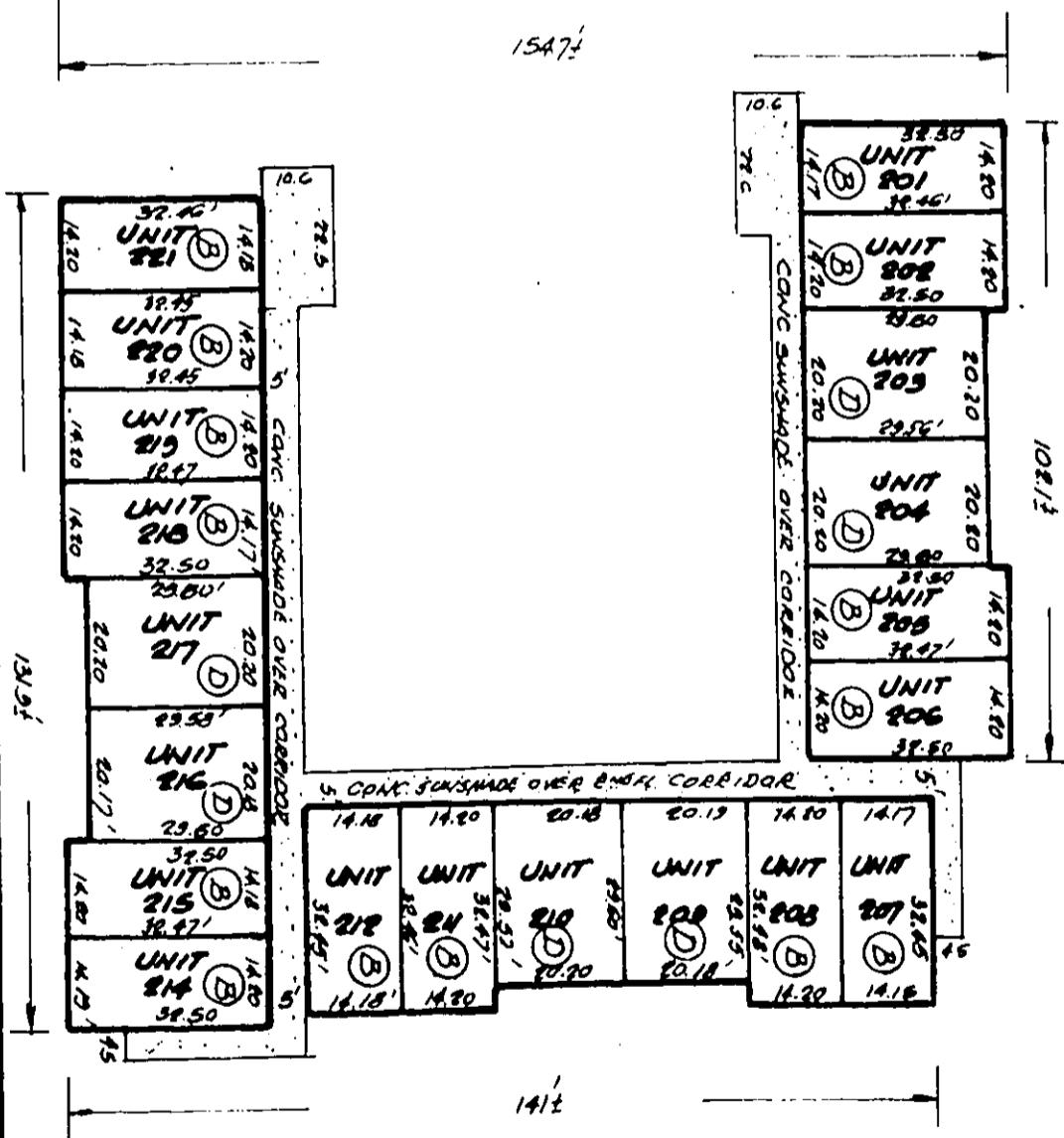
REF ID: A6940 PG 915

Sec. 4 - 54-40
Order No. 11980-78
F.B. No. 520-60
Date April 1980.

"PARK EAST, A CONDOMINIUM PHASE I"

EXHIBIT "A"

Sheets 22 or 25 Sheets



Scale: 1' = 30'

BUILDING ⑦
THIRD FLOOR PLAN

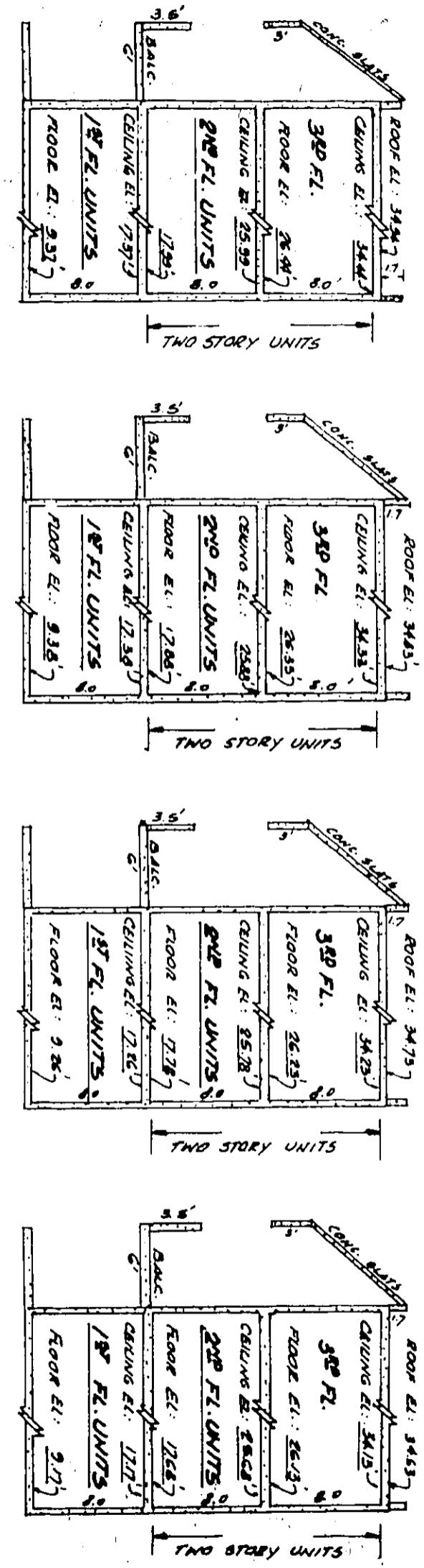
DÉNES & DÉNES & ASSOC., INC.
SURVEYORS - ENGINEERS - PLANNERS
278 Aragon Ave., Carol Stream, Ill., 3334
Phone (305) 446-3531

Sec. 1 - 54-40
Order No. 11980-78
F.B. No. 520-60
Date April, 1980.

**'PARK EAST,
A CONDOMINIUM
PHASE I'**

EXHIBIT "A"
Sheet 23 or 25 Sheets

OFF REC 10940 916



OFF REC 10940 917

Sec. 1-54-40
Order No. 11980-78
F.B. No. 520-60
Date, April, 1980.

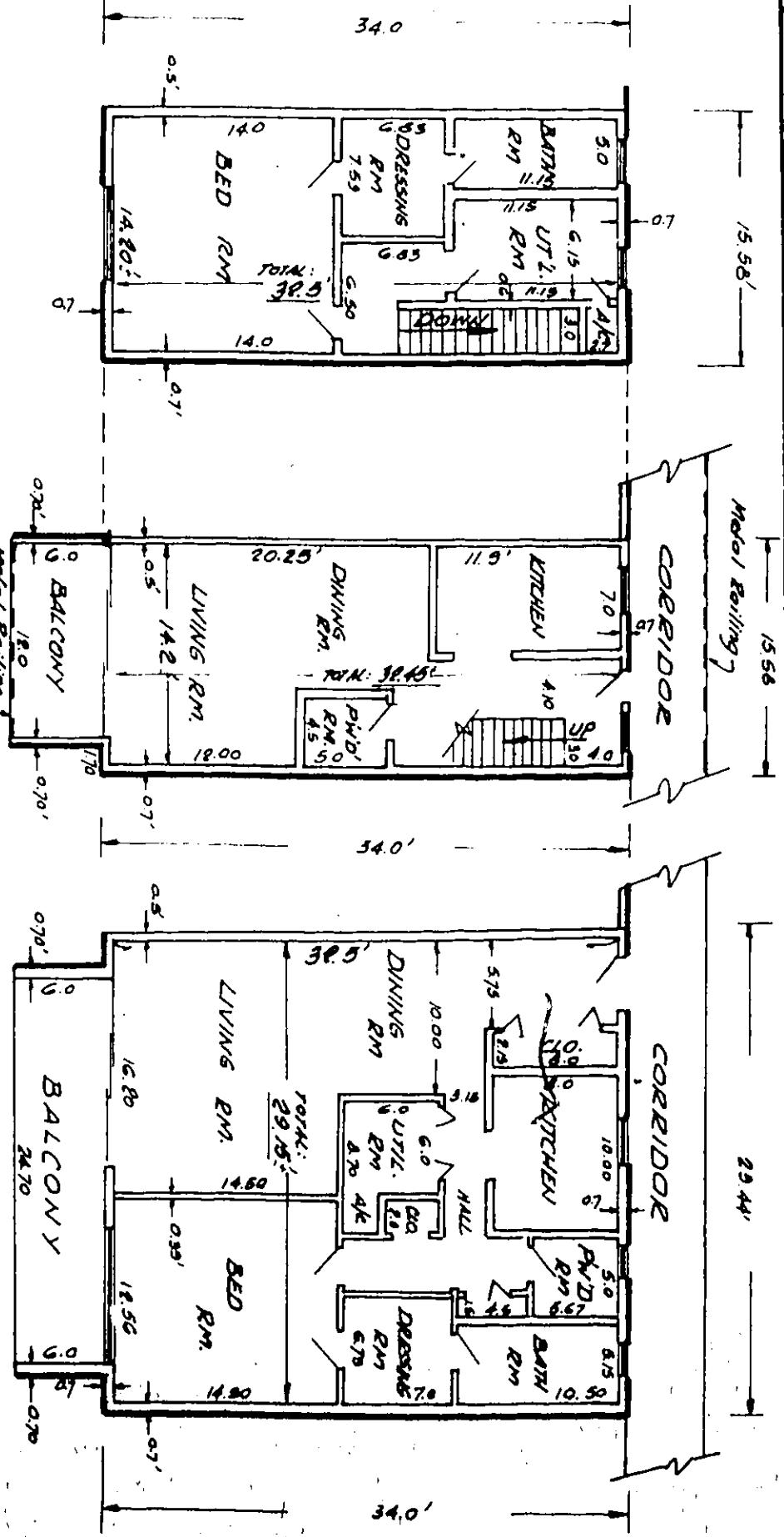
'PARK EAST'

A

PHASE I "

Sheet 25 of 65 Sheets

EXHIBIT "A"



THIRD FLOOR

SECOND FLOOR

TYPE B (Area: 922± sq ft)

TYPE A (Area: 385± sq ft)
(FIRST FLOOR ONLY)

TYPICAL UNITS

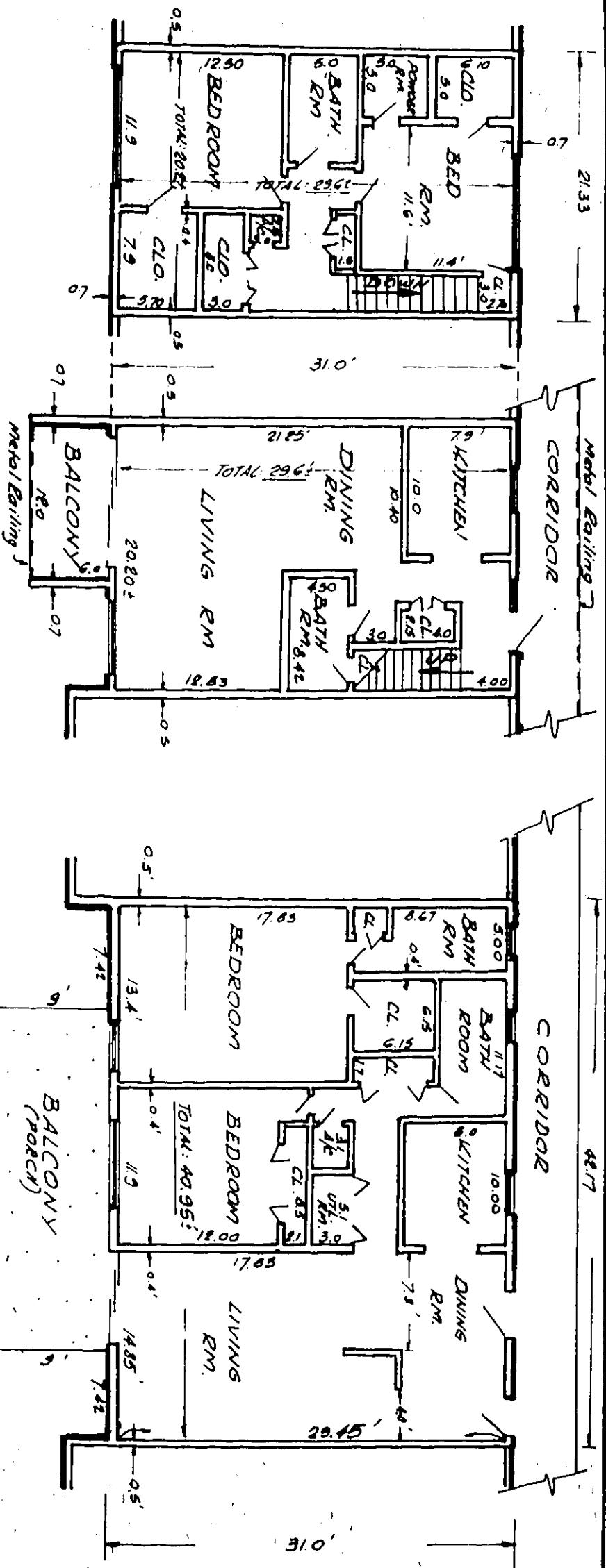
Scale: 1/4" = 10'
Balconies are not included in the
units rents; they are extra elements

DÉNES & DÉNES & ASSOC./INC.
SURVEYORS - ENGINEERS - PLANNERS
278 Aragon Ave., Coral Gables, Fllo., 33134
Phone (305) 446-3531

Sec. 4 - 54-40
Order No. 11980-78
F.B. No. 520-60
Date: April, 1980.

'PARK EAST, CONDOMINIUM PHASE I'

EXHIBIT "A"
Sheet 25 of 25 Sheets



TYPE D (Area: 1196± sq ft)
(Two story unit)

THIS SHEET REVISED 1-28-80-1

TYPE C (Area: 1120± sq ft)
(First floor only)

Scale: 1" = 10'
BALCONIES ARE NOT INCLUDED IN THE UNITS
NOTES: THEY ARE L.C. ELEMENTS

TYPICAL UNITS

DÉNES & DÉNES & ASSOCIATES, INC.
SURVEYORS-ENGINEERS-PLANNERS
278 Aragon Ave., Coral Gables, Fla., 33134
Phone (305) 446-3591

Sec. 4-54-40
Order No. 1980-78
F.B. No. 520-60
Date: April, 1980.

"PARK EAST, CONDOMINIUM A PHASE I"

EXHIBIT "C"
Sheet 1 of 3 Sheets

TYPE or UNIT	ACRE AREA	UNIT IN BLDG				TOTAL NUMBER OF UNITS	SQ.FT. AREA IN UNITS OR ONE STRUCTURE	AVERAGE SQ. FT. AREA OF THE UNIT OR ONE STRUCTURE	TOTAL SQ.FT. AREA OF UNITS OR AVERAGE SQ.FT. AREA OF ONE UNIT	PERCENTAGE (%) INCREASE OVER ONE UNIT	PERCENTAGE (%) INTEREST OF ALL UNITS	
		A	B	C	D							
(A)	1 1/8	101, 102, 103, 105, 107, 108, 109, 111, 112, 114	101, 102, 104, 105, 107, 108, 109, 110, 112	101, 102, 103, 105, 106, 107, 109, 111, 112	101, 103, 104, 106, 107, 109	34	3481					
(B)	1 1/2	204, 205, 206, 207, 209, 210, 211, 214, 215, 216, 217	201, 202, 203, 205, 206, 207, 209, 210, 211	201, 202, 203, 205, 206, 207, 209, 210, 211	201, 202, 203, 205, 206, 207, 209, 210, 211	102	922+	935+	95, 370+	0.6927465%	0.9, 367385%	
(C)	3/2	103, 106, 109	103, 106, 109	104, 110	102, 105, 108	11	1/206+					
(D)	9/2	205, 206, 211, 212, 218, 219	205, 206, 211, 212, 218, 219	207, 208, 209, 210, 216, 217	203, 204, 209, 210, 216, 217	22	1/196+	1/200+	39, 600+	0.8890866%	29, 3398578%	
TOTALS:		39	30	36	30	135	-	-	134, 970+	-	100.00000%	
						135						

PERCENTAGE (%) INTEREST OF UNITS	DÉNES & DÉNES ASSOC./INC. SURVEYORS - ENGINEERS - PLANNERS 270 Argan Ave., Coral Gables, Fl. 33134 Phone (305) 446-3591
--	--

Sec. 4 - 54-40
Order No. 11980-78
F.B. No. 520-60
Date April, 1980.

"PARK EAST,
CONDOMINIUM
PHASES I & II"

EXHIBIT "C"
Sheet 2 of 3 Sheets

OFF REC 10940 920

TYPE or UNIT SIZE	UNIT IN BLDG						TOTAL NUMBER OF UNITS	SO. RECS. SO. UNITS OR ONE INTEREST OWNED	AVERAGE SO. UNITS OR INTEREST OF ALL INTERESTS OWNED	PERCENTAGE (%) INTEREST OF ONE UNIT OR ALL UNITS	
	A	B	C	D	E	F					
(A) 1 1/2	105, 106, 107, 108, 109, 110, 111, 112, 113, 114	105, 106, 107, 108, 109, 110, 111, 112, 113, 114	105, 106, 107, 108, 109, 110, 111, 112, 113, 114	105, 106, 107, 108, 109, 110, 111, 112, 113, 114	105, 106, 107, 108, 109, 110, 111, 112, 113, 114	105, 106, 107, 108, 109, 110, 111, 112, 113, 114	100	105, 106, 107, 108, 109, 110, 111, 112	61	948+	
(B) 1 1/2	105, 106, 107, 108, 109, 110, 111, 112, 113, 114	105, 106, 107, 108, 109, 110, 111, 112, 113, 114	105, 106, 107, 108, 109, 110, 111, 112, 113, 114	105, 106, 107, 108, 109, 110, 111, 112, 113, 114	105, 106, 107, 108, 109, 110, 111, 112, 113, 114	105, 106, 107, 108, 109, 110, 111, 112, 113, 114	100	105, 106, 107, 108, 109, 110, 111, 112, 113, 114	61	948+	
(C) 2 1/2	103, 105, 109	103, 105, 107	103, 105, 107	103, 105, 108	103, 105, 108	103, 105, 108	102	103, 105, 108, 110	19	1,205+	
(D) 2 1/2	105, 106, 211, 212, 213, 214, 215, 216, 217	105, 106, 211, 212, 213, 214, 215, 216, 217	105, 106, 211, 212, 213, 214, 215, 216, 217	105, 106, 211, 212, 213, 214, 215, 216, 217	105, 106, 211, 212, 213, 214, 215, 216, 217	105, 106, 211, 212, 213, 214, 215, 216, 217	38	1,136+			
TOTALS	39	30	36	30	24	21	36	24	240	-	239,505+
											W. mmo. %

NOTES:
1/ THIS SHEET SHOWS A PROPOSED INDICATION.
2/ TITLE AND OWNERSHIP OF THE UNITS IN PHASE I,
SOME CORRECTIONS MAY BE NECESSARY.
3/ THIS SHEET TO BE ATTACHED TO THE SUBMISSION
OF PHASE I.

COMBINED
PERCENTAGE (%)
INTEREST OF
UNITS

DÉNES & DÉNES ASSOC., INC.
SURVEYORS-ENGINEERS-PLANNERS
278 Argan Ave., Coral Gables, Fla., 33134
Phone (305) 416-3391

Sec. 4-54-40
Order No. 11980-78
F.B. No. 520-60
Date April, 1980.

"PARK EAST, CONDOMINIUM PHASES I, II, III"

EXHIBIT "C"

Sheet 3 of 3 Sheets

OFF REC 10940 921

TYPE or UNIT NUMBER	UNIT IN BUILDING.								TOTAL NUMBER OF UNITS	SQ.FT. AREA OF ONE UNIT INTEREST CALCULATED	TOTAL SQ.FT. AREA OF THE UNIT OR ALL INTERESTED UNITS	PERCENTAGE (%) INTEREST OR NO. OF UNITS	
	A	B	C	D	E	F	G	H					
A	1/16	101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112	96	348+									
B	1/16	109, 110, 105, 106, 101, 102, 103, 104, 107, 108, 109, 110	288	322+	935+	26.9, 280+							
C	1/16	103, 104, 105, 106, 107, 108, 109, 110, 111, 112	192	192	192	0.2918265%							
D	1/16	105, 106, 107, 108, 109, 110, 111, 112	60	112+	112+	0.2918275%							
TOTALS:	39	30	36	30	24	21	36	24	33	30	36	378	
												378	

NOTES:
1/ THIS SHEET SHOWS A PROPOSED MOBILIZATION.
2/ AFTER ANNUAL SURVEY OF THE UNITS IN PHASES I
AND II, SOME CORRECTIONS MAY BE NECESSARY.
3/ THIS SHEET TO BE ATTACHED TO THE SUBMISSION
OF PHASE I.

COMBINED
PERCENTAGE (%)
INTEREST OF
UNITS

DÉNES & DÉNES & ASSOC., INC.
SURVEYORS - ENGINEERS - PLANNERS
278 Aragon Ave., Coral Gables, Fla., 33134
Phone (305) 446-3591

1/206+

1/200+

1/200+

1/200+

1/200+

1/200+

1/200+

1/200+

1/200+

1/200+

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1/200+

1/200+

1/200+

1/200+

1/200+

1/200+

1/200+

1/200+

OFF REC 10940 PG 922

EXHIBIT "D" TO DECLARATION OF CONDOMINIUM OF
PARK EAST, A CONDOMINIUM

PARK EAST HOME OWNERS ASSOCIATION, INC.

ARTICLES OF INCORPORATION

FILED

ARTICLES OF INCORPORATION

PARK EAST HOME OWNERS ASSOCIATION, INC.
A Corporation Not for ProfitJULY 3 1980
FLORIDA STATE
HAMILTON COUNTY

In order to form a corporation under the Laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of the corporation shall be:

Park East Home Owners Association, Inc. (the "Association").

II.

The purposes and objects of the Association shall be to administer the operation and management of Park East, a Condominium, (the "Condominium"), to be established as a condominium in accordance with the Florida Condominium Act (the "Act") upon land situated in Dade County, Florida described in the Declaration, and to perform the acts and duties incident to operation and management of the Condominium in accordance with the provisions of these Articles of Incorporation, the By-Laws of the Association which will be adopted (the "By-Laws"), and the Declaration of Condominium of the Condominium (the "Declaration"), which will be recorded in the Public Records of Dade County, Florida, when the Land, and the improvements are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise deal with the Land, the improvements and such other property, real and personal, as may be or become part of the Condominium (the "Condominium Property") to the extent necessary or convenient for the administration of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

III.

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing use of the Units, Common Elements, and Limited Common Elements in and of the Condominium, as such terms will be defined in the Declaration.

2. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium, as will be provided in the Declaration and the By-Laws; including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

3. Maintain, repair, replace, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and to further improve and add to the Condominium Property.

4. Contract for the management of the Condominium and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act.

5. Enforce the provisions of these Articles of Incorporation, the Declaration, the By-Laws, and all rules and regulations governing use of the Condominium which may hereafter be established.

6. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.

IV.

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

A. The owners of all Units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article IV, hereof.

B. Membership shall be established by the acquisition of fee title to a Unit in the Condominium, by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

C. The interest 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 Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws.

D. On all matters on which the membership shall be entitled to vote, there shall be one, and only one, vote for each Unit in the Condominium, which vote may be exercised or cast by the owner(s) of each Unit as will be provided for in the By-Laws. Should any member own more than one Unit such member shall be entitled to exercise or cast one vote for each such Unit, in the manner which will be provided by the By-Laws.

E. Until such time as the Land and the improvements are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Dade County, Florida, the membership of the Association shall be comprised of the Subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

V.

The Association shall have perpetual existence.

VI.

The initial registered office of the Association shall be c/o CT Corporation System, 100 Biscayne Boulevard, Miami, Florida, 33132 but the Association may maintain offices and transact business in other places, within or without the State of Florida. The initial registered agent at that address shall be CT Corporation System.

VII.

The affairs of the Association shall be managed by the President of the Association assisted by the Vice President, Secretary, and Treasurer-Assistant-Secretary, subject to the directions of the Board of Directors. The Board of Directors may employ a managing agent, agency, or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any and all such persons or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association.

VIII.

The number of members on the first Board of Directors shall be three. The number of members of succeeding Boards of Directors shall be provided for from time to time by the By-Laws, and they shall be elected by the members of the Association at the annual meetings of the membership or as provided by the By-Laws.

IX.

The Board of Directors shall elect a President, Vice President, Secretary, and Treasurer-Assistant-Secretary. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary be held by the same person.

X.

The names and addresses of the members of the first Board of Directors, who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the By-Laws shall hold office for the first year of the Association's corporate existence, and thereafter until their successors are elected at the first annual meeting of the Voting Members are as follows:

<u>Names</u>	<u>Addresses</u>
Jack F. Prather	5775 D Peachtree Dunwoody Rd. Atlanta, GA 30342
Thomas F. Neal, Jr.	5775 D Peachtree Dunwoody Rd. Atlanta, GA 30342
Michael T. Dick	100 A N.W. 87 Avenue Miami, Florida 33172

XI.

The Subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Directors of the Association. The names of the Subscribers, and their respective residence addresses, as set forth in Article X hereof.

XII.

The officers of the Association, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the By-Laws shall be the following:

President - Jack F. Prather
Vice-President - Thomas F. Neal, Jr.
Secretary - Michael T. Dick
Treasurer and
Assistant Sec. - Sheila George

XIII.

The original By-Laws of the Association shall be adopted by a majority vote of the Directors to these Articles of Incorporation at a meeting at which a majority of the Directors is present, and, thereafter, the By-Laws may be amended as provided by the By-Laws.

XIV.

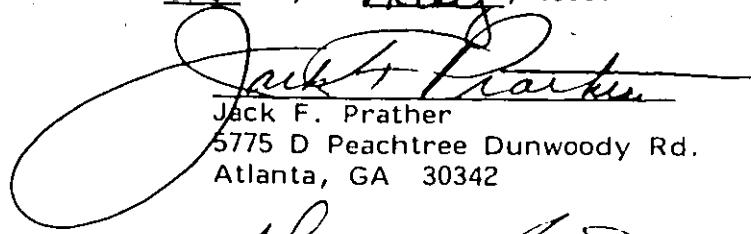
Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, 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 or malfeasance in the performance of his duties; provided, that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in 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.

XV.

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than 20 days or later than 60 days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten days nor more than 30 days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than three-fourths of the Units in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the Public Records of Dade County, Florida, within 60 days from the date on which the same is filed in the office of the Secretary of State. Such amendment becomes effective upon recording the same with the

Public Records of Dade County, Florida, provided, however, no provision in these Articles of Incorporation may be amended so as to conflict with the Declaration or the Act. Notwithstanding the foregoing provisions of Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of each Board of Directors of the Association, as provided in Article VIII hereof and the By-Laws, may be adopted or become effective without the prior written consent of Developer.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals this 31st day of May, 1980.

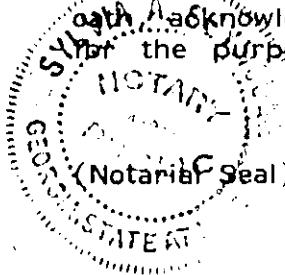

Jack F. Prather
5775 D Peachtree Dunwoody Rd.
Atlanta, GA 30342


Thomas F. Neal, Jr.
5775 D Peachtree Dunwoody Rd.
Atlanta, GA 30342

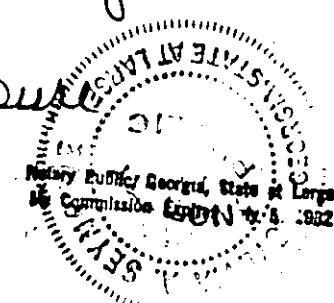

Michael T. Dick
100 A N.W. 87 Avenue
Miami, Florida 33172

STATE OF Georgia)
) SS:
COUNTY OF Jackson)

BEFORE ME, the undersigned authority, personally appeared Jack F. Prather and Thomas F. Neal, Jr. who, being by me first duly sworn on oath, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this 31st day of May, 1980.

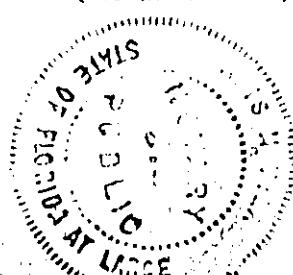


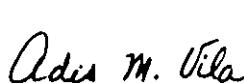

Shirley L. House
Notary Public
My Commission Expires:



STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared Jack Michael T. Dick who, being by me first duly sworn on oath, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed, this 2nd day of June, 1980.




Adia M. Vila
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 3 1983
BONDED THRU GENERAL INS. UNDERWRITER

OFF REC 10940 FG 928

ACCEPTANCE OF REGISTERED AGENT

FILED

Having been named to accept service of process for PARK EAST HOME OWNERS ASSOCIATION, INC., at the place designated SECRETARY OF STATE MIAMI, FLORIDA foregoing Articles of Incorporation, C T Corporation System agrees to act in this capacity, and agrees to comply with the provisions of Section 48.091, Fla. Stat. (1979) relative to keeping open such office.

Janeann Schollmeyer
C T Corporation System
Special Assistance Secretary

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of
PARK EAST HOME OWNERS ASSOCIATION, INC. (THE "ASSOCIATION")

filed on 3rd day of June, A.D., 1980

The Charter Number for this corporation is 752740

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
3rd day of June, 1980

A handwritten signature in black ink, appearing to read "George F. Lewis".

Secretary of State



CORP 104 Rev. 5-78

OFF REC 10940 pg 930

EXHIBIT "E" TO DECLARATION OF CONDOMINIUM OF
PARK EAST, A CONDOMINIUM

PARK EAST HOME OWNERS ASSOCIATION, INC.

BY-LAWS

BY-LAWS OF PARK EAST HOME OWNERS ASSOCIATION, INC.

These are the By-Laws of Park East Home Owners Association, Inc., ("Association"), a Florida not for profit corporation, the Articles of Incorporation ("Articles") of which were filed in the office of the Secretary of State of Florida on _____. The Association has been organized for the purpose of administering the operation and management of PARK EAST, A CONDOMINIUM ("Condominium"), established or to be established in accordance with the Florida Condominium Act ("Act") upon land, situated in Dade County, Florida, described in the Recital to the Declaration and Article XI of the Declaration of Condominium for Park East, a Condominium (if Phases II and/or III is added).

The provisions of these By-Laws are applicable to the Condominium and are subject to the provisions of the Articles. A copy of the Articles and a copy of these By-Laws will be annexed, as Exhibits, to the Declaration of Condominium of the Condominium ("Declaration") which will be recorded in the Public Records of Dade County, Florida. Unless otherwise defined in these By-Laws all defined terms shall have the meaning ascribed to them in the Declaration of Condominium of Park East, a Condominium. The terms and provisions of the Declaration and Articles shall control wherever the same may conflict herewith.

The Association shall have one class of membership which shall consist of persons designated by the Unit Owners as provided herein.

All members of the Association and their invitees, including, without limitation, all present or future owners and tenants of dwelling units in the Condominium ("Units") and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these By-Laws, the Articles and the Declaration.

The office of the Association shall be at 100A N. W. 87th Avenue, Miami, Dade County, Florida 33172, or at such other place as may be established by resolution of the Board of Directors.

The fiscal year of the Association shall be the calendar year or as designated by the Association.

The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

ARTICLE I

VOTING MEMBERS

1.01 Membership Eligibility There shall be one person (the "Voting Member") with respect to each Unit who shall be entitled to vote at any meeting of the Voting Members. The Voting Member may be the Unit Owner, or a person designated by the Unit Owner to act as proxy on its behalf. The designation shall be made in writing to the Board and shall be revocable at any time by written notice to the Board by the Unit Owner or by actual notice to the Board of the death or judicially declared incompetence of any designator. Any or all Unit Owners and their designees, if any, may be present at any meeting of the Voting Members but only the Voting Members may vote or take any other action in person or by proxy. The total number of votes of all Voting Members shall be equal to the total number of Units in the Condominium, and each Voting Member shall be entitled to one vote. The Developer shall designate the Voting Member of any Unit owned by the Developer.

1.02 Voting, Quorum, Proxies

(a) Meetings of the Voting Members shall be held at the Condominium Property at such places as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Voting Members having a majority of the total votes shall constitute a quorum. The

joinder of a Voting Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

(b) The vote of the owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, at all meetings at which members of the Association are entitled to vote or otherwise act, by one natural person designated by the owner(s) of such Unit as the Voting Member thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (except a husband and wife as tenants by the entirety), a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association, designate one natural person as the Voting Member. The instrument designating the Voting Member shall be filed with the Association, and the person so designated shall be and remain the Voting Member of the Unit until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The Voting Member of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the owner(s) of such Unit at any meeting of members or in connection with any action concerning which members of the Association shall be required or allowed to vote or otherwise act.

(c) Except where otherwise required under the provisions of the Articles, these By-Laws or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Units represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

1.03 Meetings

(a) First Annual Meeting and Annual Meetings. The first annual meeting of the Voting Members shall be held at the office of the Association or such other place in Miami, Florida as may be specified in the notice of the meeting on such date as is fixed by the Board for the purpose of electing Directors and of transacting any other business authorized to be transacted by them. Thereafter, an annual meeting of the Voting Members shall be held on the last Tuesday of November in every year for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day be a legal holiday the meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Voting Members called as soon thereafter as conveniently possible.

(b) Special Meetings. A majority of the Board, the President of the Board, 20 percent of the Voting Members or the Federal Housing Commissioner or its authorized representative may call a special meeting of the Voting Members at any time after the initial meeting for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Matters to be submitted at a special meeting shall first be submitted to the Board, at least 15 days prior to the special meeting. The following matters shall require the approval of 100 percent of the Voting Members (i) the merger or consolidation of the Association; (ii) the sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the property and assets of the Association; or (iii) the purchase or sale or lease of Units or other real estate on behalf of all Unit Owners.

(c) Notice of Meetings. A notice of any meeting required or permitted herein may be delivered either personally or by mail to the Voting Member, at the address given by such Voting Member to the Board for the purpose of serving notice or, if no address has been given to the Board, to the Unit with respect to which the voting right appertains. If delivered personally, receipt of the notice shall be signed by the Voting Member, indicating the date received. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Voting

Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Proof of mailing shall be given by the affidavit of the person giving the notice. Notices shall be delivered no less than 14 days and no more than 30 days before the date fixed for the meeting. Notices shall state the time and place of the meeting and the matters to be considered. Any Voting Member may, in writing signed by such Voting Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Voting Member. If any meeting of Voting Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required, as set forth in the Articles, the By-Laws or the Declaration, the Voting Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

(d) At meetings of Voting Members the President shall preside, or in the absence of a President, the Vice President shall preside or in his absence the Voting Members present shall select a chairman of the meeting.

(e) The order of business at annual meetings of Voting Members, and, as far as practical, at other meetings of Voting Members, shall be:

- (1) Calling of the roll and certifying of proxies
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading or waiver of reading of minutes of previous meetings of Voting Members
- (4) Reports of officers
- (5) Reports of committees
- (6) Appointment by President or Acting President of inspectors of election
- (7) Election of Directors
- (8) Unfinished business
- (9) New business
- (10) Adjournment

ARTICLE II

BOARD OF DIRECTORS

2.01 Constitution of the Board of Directors

(a) The initial Board of the Association shall be designated by the Developer and shall consist of three directors who shall serve without compensation. The initial Board shall serve for the first year of the Association's corporate existence, and thereafter until their successors are elected at the first annual meeting of Voting Members. The initial Board may, on behalf of the Developer, exercise the rights reserved in Section 13.01 of the Declaration. In all elections for members of the Board, each Voting Member shall be entitled to one vote as provided by Section 1.01 of these By-Laws. The candidates receiving the highest number of votes with respect to the number of offices to be filled shall be elected. At the first annual meeting seven directors shall be elected. Succeeding Boards of Directors shall consist of seven persons. At least a majority of each succeeding Board of Directors shall be members of the Association, or shall be authorized

representatives, officers or employees of a corporate member of the Association. Directors shall receive no compensation for their services.

(b) Directors shall be elected in the following manner:

1. Commencing with the election of the first Board to succeed the Board comprised of the Subscribers of the Articles, Developer shall designate that number, and the identity, of the members of the Board which it shall be entitled to designate in accordance with the Articles and these By-Laws, and upon such designation by Developer, by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes directors of the Association, and shall thenceforth hold the offices and perform the duties of such directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the provisions of these By-Laws.
2. All members of the Board whom Developer shall not be entitled to designate under these By-Laws shall be elected, by a plurality of the votes cast at the annual meeting of the members, immediately following the designation of the members of the Board whom Developer shall be entitled to designate.
3. Vacancies on the Board, including vacancies due to any increase in the number of members of the Board, shall be filled by the remaining directors at the meeting at which the vacancy occurs, the next meeting following the vacancy or a special meeting called for that purpose. The term of such director shall expire on the date of the next annual meeting; except that, should any vacancy in the Board be created in any directorship previously filled by any person designated by Developer, such vacancy shall be filled by Developer designating, by written instrument delivered to any officer of the Association, the successor director, who shall fill the vacated directorship for the unexpired term thereof.
4. Directors shall hold office for the terms to which elected or designated, and thereafter until their successors are duly elected, or designated by Developer, and qualified, or until removed in the manner elsewhere herein provided or as provided by law.
5. In the election of directors, there shall be appurtenant to each Unit as many votes for directors as there are directors to be elected; provided, however, that no member or owner of any Unit may cast more than one vote for any person nominated as a director; it being the intent thereof that voting for directors shall be non-cumulative.
6. In the event Developer selects any person or persons to serve on any Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and

designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

7. Directors, other than those elected or designated by Developer, may be removed from office in the manner provided by law for the removal of directors of Florida corporations not for profit. A successor to fill the unexpired term of a director so removed may be elected by the Voting Members at the same meeting or any subsequent meeting called for that purpose.

(c) The organizational meeting of a newly elected or designated Board shall be held within 15 days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

(d) Regular meetings of the Board 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 telegram, at least 5 days prior to the day named for such meeting, unless notice is waived. Voting Members may attend all meetings of the Board. Notice of each meeting shall be prominently posted on the Condominium Property at least 48 hours before the meeting.

(e) Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the directors. Not less than 3 days notice of a special meeting shall be given to each director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

(f) Any director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

(g) A quorum at meetings of the Board shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these By-Laws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declaration, the directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than 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.

(h) Notwithstanding anything contained in these By-Laws to the contrary, any meeting of Voting Members or the Board may be held at any place, within or without the State of Florida, designated in the notice of any such meeting, or notice of which is waived.

(i) To the extent now or from time to time hereafter permitted by the laws of Florida, the Board may take any action which they might take at a meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each director, shall be filed and retained in the minute book of the Association.

2.02 General Powers of the Board All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Declaration, the Articles and these By-Laws. Such powers and duties shall be examined in accordance with the Declaration,

the Articles, and these By-Laws, and shall include, without limitation, the right, power and authority to:

(a) Engage the services of, an agent to manage the portions of the Condominium Property for which the Board is responsible hereunder upon such terms and with such authority as the Board may approve, subject to the rights reserved by the Developer pursuant to Section 13.01 of the Declaration.

(b) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

(c) Designate, hire and remove employees and other personnel, engage or contract for the services of others, make purchases for the maintenance, repair, replacement, administration, management and operation of the Condominium Property and delegate any such powers to a manager or managing agent and its employees.

(d) Pay from the maintenance fund the cost of any structural alterations, capital additions to, or capital improvements of the Common Elements except that any expenditure in excess of \$25,000. shall require the prior written approval of Voting Members having a cumulative share of at least two-thirds of the total ownership of the Common Elements. This limitation shall not apply to emergency repair, protection or operation of the Common Elements.

(e) Repair and reconstruct improvements after casualty.

(f) Sign or designate one or more of the members of the Board or a managing agent to sign any and all written instruments, including but not limited to agreements, contracts, deeds, leases and vouchers for payment of expenditures, to enable it to perform its duties.

(g) Adopt or amend by vote of a majority of the Board rules and regulations for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of Unit Owners and Occupants; provided, such rules and regulations or amendments thereto shall not conflict with the restrictions and limitations placed upon the use of the Condominium Property under the terms of the Declaration and Articles. Copies of all rules and regulations or amendments thereto shall be delivered to each Unit Owner no later than 45 days prior to the date they are to become effective. If within 30 days from the date of such delivery of the rules and regulations at least 51 percent of the Unit Owners of the total number of Units shall file with the Board a written objection to any rule or regulation, then the rule or regulation so objected to shall be deemed rescinded until approved by the Voting Members having a cumulative share of at least 66.6667 percent of the total ownership of the Common Elements, but that part of the rules and regulations not so objected to shall be effective on the date stated thereon.

(h) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with respect to any part of the Parcel, real and personal, including Units of and in the Condominium Property, as may be necessary or convenient in the operation and management of the Condominium with the approval of at least two-thirds of the Board.

(i) Bid for and purchase any Unit at a sale held pursuant to a mortgage foreclosure, or a foreclosure of the lien for Common Expenses under the Act, or at a sale pursuant to an order of direction of a court, or other involuntary sale, upon the written approval of the Voting Members having a cumulative share of at least 66.6667 percent of the total ownership of the Common Elements.

(j) Enforce by legal means the provisions of the Declaration, Articles and these By-Laws, and all regulations governing use of property of and in the Condominium hereafter adopted.

(k) Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and to

assess the same against the members and their respective Units subject to such liens.

(l) Make, levy and collect assessments against Members and Members' Units to defray the costs of the Condominium, and other Common Expenses, and to use the proceeds of assessments in the exercise of the powers and duties of the Association;

(m) Exercise all other powers and duties of the Association or Unit Owners as a group and to promulgate from time to time such rules and regulations as are reasonably necessary for the operations of Park East, a Condominium pursuant to the Declaration.

(n) Establish and pay from a maintenance fund, subject to the provisions of Article III hereof, the following:

(i) Operating expenses of the Common Elements, including water, electricity, telephone and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units.

(ii) Services of any person or firm acting on behalf of the Unit Owners in connection with real estate taxes and special assessments on the Condominium Property or any portion thereof, and in connection with any other matters when the respective interests of the Unit Owners are deemed by the Board to be similar and nonadverse to each other. The cost of such services shall be Common Expenses.

(iii) Painting, cleaning, outside window washing, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units and of the hallways, doors and windows appurtenant thereto), and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

(iv) Any other materials, supplies, utilities, furniture, equipment, labor, services, maintenance, repairs or structural alterations for which the Board is required to secure or pay pursuant to the terms of the Declaration and these By-Laws or which in its opinion shall be necessary or proper for the maintenance and operation of the Condominium Property as a first-class condominium development or for the enforcement of these restrictions.

(v) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Condominium Property or any part thereof which may in the opinion of the Board constitute a lien against the Condominium Property or against the Common Elements, rather than against the interests held by a particular Unit Owner. Where one or more Unit Owners are responsible for the existence of the lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of such lien or liens shall be specifically assessed to such Unit Owners.

(vi) Maintenance and repair of any Unit if maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements and a Unit Owner has failed or refused to perform the maintenance or repair within a reasonable time after written notice of the necessity of the maintenance or repair delivered by the Board to the Unit Owner, provided the Board shall levy a special assessment against the Unit Owner for the cost of the maintenance or repair.

Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of the Unit Owners.

2.03 Insurance

(a) The Board shall have the authority to and shall obtain the following insurance for the Condominium Property:

(i) Insurance on the Condominium Property, including the Limited Common Elements and the Common Elements, against loss or damage by fire and such other hazards as are from time to time covered under standard extended coverage provisions with vandalism and malicious mischief endorsement, in an amount sufficient to prevent the insured from being a co-insurer within the terms of the applicable policies, but in any event in an amount not less than 90 percent of the full insurable replacement cost thereof. The Board shall have the Condominium Property appraised from time to time to determine its "full insurable replacement cost."

(ii) Insurance on the Condominium Property (exclusive of the land and excavations, foundations and footings) against all loss or damage from explosion of heating apparatus, pressure vessels and pressure pipes installed in, on or about the Condominium Property, without a co-insurance clause so long as available, in such an amount as the Board shall deem desirable.

(iii) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Unit Owner occurring in, on or about the Condominium Property or upon, in or about the streets and passageways and other areas adjoining the Condominium Property, such public liability and property damage insurance to be in such amounts as the Board shall deem desirable.

(iv) Such workmen's compensation insurance as may be necessary to comply with applicable laws.

(v) Employer's liability insurance in such an amount as the Board shall deem desirable.

(vi) A fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any officer or employee of the Association or of any other person handling the funds of the Association, the Board or the Unit Owners in such an amount as the Board shall deem desirable.

(vii) Such other insurance (including insurance with respect to officers' and directors' liability insurance) in such reasonable amounts as the Board shall deem desirable.

All hazard policies issued to protect condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications.

The premiums for the above-described insurance, except as otherwise provided in this Section 2.03 shall be Common Expenses. Any deductible for the above-described insurance paid by the Association shall be a Common Expense, provided that, if a particular Unit Owner causes the damage triggering the applicability of the insurance policies described in Section 2.03 above, then such Unit Owner shall pay such deductible.

(b) All insurance required by this Section 2.03 shall be provided under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Florida.

(c) All policies of insurance of the character described in clauses (i) and (ii) of paragraph (a) of this Section 2.03 (i) shall name as insured, the Developer, so long as it has an insurable interest, and the Board as trustee for the Unit Owners in the percentages established in Exhibit "C" to the Declaration and shall also name as an assured the insurance trustee described in paragraph 2.03(f)(ii), as the respective interests of all of the assured may appear; (ii) shall be without contribution as respects other policies of insurance carried individually by the Unit Owners whether the other insurance covers their respective Units and/or the additions and improvements made by the Unit Owners to their respective Units; (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, the option shall not be exercisable in the event the Unit Owners elect to sell the Condominium Property or remove the Condominium Property from the provisions of the Act; and (iv) shall contain an endorsement to the effect the policy shall not be terminated for nonpayment of premiums without at least ten days' prior written notice to the mortgagee of each Unit. Policies of insurance of the character described in clause (i) of paragraph (a) of this Section 2.03 may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of insurance of the character described in clauses (i) and (ii) of paragraph (a) of this Section 2.03, any losses under the policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of the Declaration and these By-Laws.

(d) All policies of insurance of the character described in clauses (iii), (v), (vi) and (vii) of paragraph (a) of this Section 2.03 shall name as assureds each Unit Owner and the Association, the Board and its managing agent, and the other agents and employees of the Association, the Board and managing agent and the Developer so long as they have an insurable interest. In addition, all policies of insurance of the character described in clause (iii) of paragraph (a) of this Section 2.03 shall contain an endorsement or clause whereby the issuer waives any right to be subrogated to any claim against the Association, its officers, the Board, the Developer, the managing agent, their respective employees and agents and the Unit Owners and Occupants and shall cover claims of one or more insured parties against other insured parties.

(e) The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the premiums on the policies of insurance described in paragraph (a) of this Section 2.03 at least 30 days prior to the expiration dates of the respective policies and shall notify the mortgagee of each Unit of the payment within ten days after the date on which payment is made.

(f) The insurance proceeds under any policies of insurance of the character described in Section 2.03(a)(i) and (ii) shall be collected by and payable to:

(i) The Board, as trustee, for each of the Unit Owners in their respective percentages of total ownership in the Common Elements in the case of any one loss of \$50,000. or less in the aggregate; or

(ii) A bank with trust powers doing business in Florida ("Insurance Trustee") in the case of any one loss exceeding \$50,000. in the aggregate.

The proceeds of the insurance shall be applied by the Board or by the Insurance Trustee on behalf of the Board for the restoration of the damaged Building or Buildings or shall be otherwise disposed of in accordance with the provisions of these By-Laws, the Declaration and the Act.

The Insurance Trustee shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Association, Unit owners and their respective mortgagees, to be disbursed as

herein provided. The Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit owners as a Common Expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit Owners and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association as provided for in Section 2.04(f) iii. e of these By-Laws. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder(s) of any mortgage or mortgages encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgage(s), unless the insurance proceeds represent a distribution to the owner(s) of the Unit and the mortgagee(s) thereof, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner(s) of the Unit, and the mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

(g) Each Unit Owner shall be responsible for its own insurance on the contents of its own Unit, and furnishings and personal property therein, and any personal property stored elsewhere on the Condominium Property, and for such Unit Owner's personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all the Unit Owners as above provided. Any deductible associated with each Unit Owner's insurance shall be the sole responsibility of the Unit Owner. All policies of casualty insurance carried by each Unit Owner shall be without contribution as respects the policies of casualty insurance obtained by the Board for the benefit of all the Unit Owners as above-provided.

(h) Each Unit Owner shall promptly notify the Board in writing of all additions to its Unit and shall reimburse the Board for any additional insurance premiums attributable thereto. If a Unit Owner fails so to notify the Board and a penalty or deficiency in insurance loss recovery results from such failure, the Unit Owner shall be responsible for the penalty and/or deficiency. The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements unless and until the Unit Owner notifies the Board and makes arrangements satisfactory to the Board for the payment of additional premiums. Unless the Unit Owner notifies the Board and pays the premium, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of the additions, alterations or improvements. "Additions" or "alterations" shall mean property attached to the Unit and not readily removable without damage to the Unit, including but not limited to, carpeting, special flooring (parquet), special wall coverings and paneling. The insurance coverage described in this paragraph shall not include personal property owned by the Unit Owner and not attached to the Unit.

(i) Each Unit Owner hereby waives and releases any and all claims which it may have against any other Unit Owner, the Association, its officers, members of the Board, the Developer, the manager or managing agent of the Condominium Property, if any, and their respective employees and agents, for damage to the Common Elements, the Limited Common Elements, the Units, or to any personal property located in the Unit or the Limited Common Elements or Common Elements caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.

(j) In the event any insurance required under Sections 2.03(a)(i) (ii) or (iii) is cancelled, the Board shall give written notice to any persons insured thereunder of the cancellation within ten days of such cancellation.

2.04 Application of Insurance Proceeds

(a) The proceeds of casualty insurance paid to the Board, as trustee, or to Insurance Trustee by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

1. Common elements only. The proceeds paid to the Board or Insurance Trustee for loss of or damage to real property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Board or Insurance Trustee to the owners of all Units, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be insufficient to pay the costs of the repair, replacement or reconstruction of such Common Elements, the Association shall deposit with the Board or Insurance Trustee, from any Association Reserve Fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association Reserve Fund has been established, or if any such Association Reserve Fund has been established and is insufficient to pay to the Insurance Trustee such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit owners, as a Common Expense.
2. Units. The proceeds paid to the Board or Insurance Trustee for loss of damage to a building, constituting Common Elements and one or more Units thereof only, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid by the Board or Insurance Trustee to the owners of the damaged or destroyed Units and their respective mortgagees, as their interests may appear, in shares of proportions equal to the undivided interest appurtenant to each such Unit in the Common Elements. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units in such building, the Association shall assess the amount of the difference against, and collect the same from, the owner(s) of the Unit(s) damaged or destroyed, in the proportion the amount of damage sustained to each such Unit bears to the total deficit, and deposit such sum with the Board or Insurance Trustee to be applied by the Board or Insurance Trustee toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements (to which the Board Insurance Trustee is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit owners, as a Common Expense, and, in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged shall be assessed by the Association against, and collected from, the owner(s) of such damaged or destroyed Units.

(b) Deposits to Board or Insurance Trustee After Damage.

Within 60 days after a loss of or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of

professional fees and any construction bond which the Board of Directors may require. If, from such estimates, it shall appear the insurance proceeds payable for such loss or damage will be insufficient to pay the cost of such repair, replacement or reconstruction, the additional money required to pay the total cost thereof, whether it is to be paid by one or more Unit owners, shall be deposited with the Board or Insurance Trustee not later than 30 days from the day on which the Board or Insurance Trustee receives the insurance proceeds.

(c) The institutional first mortgagee having the highest dollar indebtedness on units of the condominium shall have the right to approve the policies and the company or companies who are the insurers and to approve the Insurance Trustee in the case of any one loss exceeding \$50,000. in the aggregate.

2.05 Reconstruction or Repair after Casualty Whether, and the manner in which, any or all of the Condominium Property which shall be damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

(a) Residential Buildings. If one or more residential buildings shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

(1) Total destruction of the buildings.

If all of the residential buildings of the Condominium are totally destroyed or are so damaged that no Unit therein is habitable, none of the buildings and none of the improvements comprising Common Elements shall be reconstructed, and the Condominium shall be terminated unless the owners of Units to which 75 percent of the Common Elements are appurtenant agree in writing, within 60 days after the date of such destruction, to reconstruct the same and/or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder, and in either case as long as the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed.

(2) Damage to the buildings..

If some, but not all, of the residential buildings are damaged and one or more of the Units in one or more of the buildings remains habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed, so that each building and/or Unit shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within 60 days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

(b) Common elements. Damaged or destroyed improvements constituting part of the Common Elements shall be repaired, reconstructed and/or replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

(c) Certificate. The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Association to determine whether or not damaged or destroyed Condominium Property shall be repaired or reconstructed.

(d) Plans and specifications. Repair or reconstruction of Condominium Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed; provided, the Board of Directors of the Association may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable.

(e) Responsibility. If the damage or destruction shall be limited only to one or more Units for which the responsibility of maintenance and repair is that of the affected Unit Owners, then such Unit Owners shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Association shall be responsible for carrying out the repair and reconstruction thereof,

(f) Construction funds. All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit Owners, shall be disbursed toward payment of such costs in the following manner:

i. Association. If the total funds assessed against and collected from Unit Owners by the Association for payment of repair and reconstruction costs is more than \$5,000. then all such sums shall be deposited by the Association with and disbursed by the Insurance Trustee. In all other cases the Association shall hold such sums so assessed and collected and shall disburse the same in payment of the costs and reconstruction and repair.

ii. Insurance trustee. The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit Owners by the Association and deposited with the Insurance Trustee shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

a. Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all, Unit Owners, shall be paid by the Insurance Trustee to the affected Unit Owners and, if any of such Units are mortgaged, to the affected Unit Owners and their mortgagees jointly.

b. Association - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000., 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 hereafter provided for the reconstruction and repair of major damage.

c. Association - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000., 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 registered to practice in Florida and employed by the Association to supervise the work.

d. Surplus. It shall be presumed the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere herein stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

e. Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating 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 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.

2.06 Officers of the Association The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. No officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

(a) The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, 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. He shall have such additional powers as the Board may designate.

(b) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

(c) The Secretary shall be responsible for the minutes of all proceedings of the Board and the Voting Members. He shall attend to the giving and serving of all notices to the Voting Members and Board, and such other notices as may be 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 Secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

(d) The Treasurer shall be responsible for all of the property of the Association, including funds, securities and evidences 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.

(e) The compensation of all officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a director as an employee of the Association, nor preclude contracting with a director for the management of the Condominium.

2.07 Liability of the Board of Directors Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as members of the Board or officers of the Association except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or on behalf of the Unit Owners or arising out of their status as members of the Board or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officer of the Association may be involved, by virtue of that person's being or having been such a member or

officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of duties as such member or officer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of duties performed as such member or officer. The liability of any Unit Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity, shall be limited to such proportion of the total liability hereunder as such Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the Board or by the managing agent on behalf of the Unit Owners shall provide that members of the Board, its officers or the managing agent, as the case may be, are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability is limited as provided above.

ARTICLE III

COMMON EXPENSES - MAINTENANCE FUND

3.01 Developer's Budget The Board appointed by the Developer shall determine and adopt, prior to the conveyance of the first Unit hereunder, the estimated budget for the period commencing with the day of the month in which the sale of the first Unit is closed and ending on December 31 of the calendar year in which the sale occurs. The Developer shall continue to determine the estimated budget for each succeeding calendar year until the members of the Board elected at the first annual meeting take office. Assessments shall be levied against the Unit Owners during the periods as provided in Section 3.02.

3.02 Final Budget and Payment by Unit Owners Each year on or before the 15th day of October, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services rendered under Article II, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The Board shall deliver to each Unit Owner not less than 30 days prior to the annual meeting at which the budget will be considered, notice of the date and time of the annual meeting, a copy of the proposed annual budget of common expenses, and a complete annual report for the preceding year. The proposed budget shall then be presented for the approval of the Board and shall be approved by an affirmative vote of at least 75 percent of the total membership of the Board. If an approved budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115.0000 percent of the assessment for the preceding year, the Board, upon written application of the Voting Members possessing at least 10 percent of the total ownership of the Common Elements, shall call a special meeting within 30 days, upon not less than 10 days written notice to each unit owner. At the special meeting, the Voting Members shall consider such budget. Such budget shall be approved by an affirmative vote of at least 51 percent of the Voting Members. As long as the Developer is in control of the Board, the Board shall not impose an assessment for any year greater than 115.0000 percent of the prior fiscal year or calendar year's assessment without approval of a majority of all Voting Members. The annual budget shall also take into account the net available cash income for the year derived from the operation or use of the Common Elements. The estimated budget requirement shall be assessed to the Unit Owners according to each Unit Owner's percentage share of the total ownership in the Common Elements. On or before January 1 of the ensuing year, and the first of each and every month of the year, each Unit Owner shall be personally liable for and obligated to pay to the Board or as it may direct, 1/12 of the assessment for such Unit Owner's Unit. On or before April 1 of each calendar year following the year in which the first annual meeting is held the Board shall deliver to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount above or below the actual expenditures plus reserves and any amount accumulated in excess expenditures plus reserves. Any amount accumulated in

excess of the amount required for actual expenses and reserves shall be credited, according to each Unit Owner's percentage share of the total ownership in the Common Elements, to the next monthly installments due from the Unit Owner under the current year's estimate, until exhausted; and any net shortage shall be added, according to the Unit Owner's percentage share of the total ownership in the Common Elements, to the installments due from him in the succeeding six months after rendering of the accounting.

3.03 Failure to Prepare Annual Budget The failure of the Board to prepare or deliver an annual or adjusted budget as required by Section 3.02 shall not constitute a waiver or release in any manner of the Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the approved annual or adjusted budget shall have been delivered to such Unit Owner.

3.04 Reserve for Contingencies and Replacements - Supplemental Budget The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against the reserve. If the annual budget proves inadequate for any reason or in the event a non-recurring Common Expense is anticipated for any year, the Board may prepare and approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of the year, copies of which shall be furnished to each Unit Owner, and thereupon a separate assessment shall be made to each Unit Owner for its proportionate share. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount. Anything herein contained to the contrary notwithstanding, if any proposed expenditure shall result in a total payment assessed to a Unit equal to the greater of (i) five times the Unit's most recent monthly assessment or (ii) Three Hundred Dollars, then the separate assessment shall be subject to the affirmative vote of at least 66.6667% the total ownership of the Common Elements at a meeting specifically called for approving the separate assessment.

3.05 Initial Deposit for Contingencies and Replacements At the time the initial sale of each Unit is closed, the purchaser of the Unit shall pay to the Association an amount equal to two times the first full monthly assessment for the Unit. This sum shall be used to fund the working capital fund. This payment shall not be refundable or be applied as credit against the Unit Owner's monthly assessments. Subsequent purchasers of this Unit shall pay to the Association on closing the sale with the existing Unit Owner an amount equal to two times the monthly assessment charged by the Association for the Unit. This subsequent payment shall not be refundable or be applied as credit against the Unit Owner's monthly assessments.

3.06 User Charges The Board, or the Developer before the first annual meeting of Voting Members, may establish, and each Unit Owner shall pay, user charges to defray the expenses of providing services, facilities or benefits which are not used equally or proportionately by all the Unit Owners or which, in the judgment of the Board or the Developer, should not be charged to every Unit Owner. The expenses may include, without limitation, charges for use of facilities located in the Common Elements and fees for such other services and facilities provided to Unit Owners which should reasonably not be allocated among all the Unit Owners in the same manner as the Common Expenses. User charges may be billed separately to each Unit Owner benefitted thereby, or may be added to the Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges and the Board or the Developer may elect to treat all or any portion thereof as Common Expenses.

3.07 Books and Records The Board shall keep full and correct books of account in accordance with good accounting principles, in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Records, receipts and vouchers authorizing payments shall be available for inspection at the office of the Association, by any Unit Owner or any holder of a first mortgage lien on a Unit, at reasonable time or times during normal business hours. The Board

shall keep a current statement of account of assessments attributable to each Unit. Upon ten days notice to the Board, any Unit Owner shall be furnished a certified statement of account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

3.08 Status of Collected Funds All funds collected hereunder shall be held and expended for the purpose designated herein, and (except for any special assessments levied against less than all the Unit Owners and for any adjustments required to reflect delinquent or prepaid assessments or user charges) shall be held for the benefit, use and account of all the Unit Owners according to their percentage interests in the Common Elements.

3.09 Non-Use and Abandonment No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of its Unit.

ARTICLE IV

CONTRACTUAL POWERS

No contract or other transaction between the Association and one or more of its directors or between the Association and any corporation, firm or association in which one or more of the directors of the Association are directors, or are financially interested, shall be void or voidable because such director or directors are present at any meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

- (a) the fact of the common directorship or financial interest is disclosed or known to the Board, and the Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such director or directors; or
- (b) the contract or transaction is just and reasonable to the Association at the time it is authorized or approved.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board which authorizes, approves or ratifies such a contract or transaction.

ARTICLE V

TRANSFER OF ASSOCIATION CONTROL

5.01 When Unit Owners other than the Developer own 15 percent but less than 75 percent of the Units that ultimately may be operated by the Association the Unit Owners other than the Developer shall be entitled to elect, in the manner provided in Article II of these By-Laws, not less than one-third of the members of the Board. Unit owners other than the Developer are entitled to elect in the manner provided in Article II of these By-Laws, not less than a majority of the members of the Board at the earliest occurrence of any of the following events:

- (a) Three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (b) Three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (c) When some of the Units have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business.

The Developer is entitled to elect or designate, in the manner provided in Article II of these By-Laws, at least one member of the Board as

long as the Developer holds for sale in the ordinary course of business five percent of the Units in Park East, a Condominium operated by the Association.

Notwithstanding the foregoing, Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other Voting Member of the Association.

5.02 Within 60 days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board, the Association shall call, and shall give not less than 30 days nor more than 40 days notice of a meeting of the Unit Owners to elect the members of the Board. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

5.03 If a Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without prior written approval of the Developer:

(a) Assessment of the Developer as a Unit Owner for capital improvements.

(b) Any action by the Association that would be detrimental to the sales of Units by the Developer.

At the time that Unit Owners other than the Developer elect a majority of the members of the Board, the Developer shall relinquish control of the Association, and the Unit Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer including those documents required under Section 718.301 of the Act.

ARTICLE VI

AMENDMENTS

6.01 Amendments to these By-Laws may be proposed by the Board, acting upon a vote of a majority of the Directors, or by Members owning a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them.

6.02 Any proposed amendment or amendments to these By-Laws shall be transmitted to the President of the Association who shall thereupon call a special meeting of the Voting Members for a date not sooner than 20 days or later than 60 days from receipt by the President of the proposed amendment or amendments. It shall be the duty of the Secretary to give each Voting Member notice of the call of such meeting in the same form as notice of the call of a special meeting as set forth in section 1.03(c) of these By-Laws. Any proposed amendment or amendments to these By-Laws may also be considered and voted upon at annual meetings of the Voting Members.

6.03 Such amendment or amendments to become effective must be approved by an affirmative vote of Voting Members owning not less than 66.6667 percent of the Units in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Dade County, Florida, within 15 days from the date on which amendment or amendments have been affirmatively approved by the Voting Members.

6.04 At any meeting held to consider such amendment or amendments to these By-Laws, the written vote of any Voting Member shall be recognized if such person is not present at such meeting in person or by proxy, provided such written note is delivered to the Secretary of the Association at or prior to such meeting.

6.05 Notwithstanding the foregoing provisions of this Article VI, no amendment to these By-Laws may conflict with the Declaration or the Act.

Furthermore, no amendment to these By-Laws which shall abridge, amend or alter the right of the Developer to designate members of each Board of Directors of the Association, as provided in Articles II and V hereof, may be adopted or become effective without the prior written consent of the Developer.

6.06 Such amendments shall become effective upon recording such amendments, provided, however, that no provision in these By-Laws may be amended so as to conflict with the Declaration or the Act.

The foregoing were adopted as the By-Laws of Park East Home Owners 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 the _____ day of _____, 1980.

Secretary

OFF REC 10940 pg. 950

EXHIBIT "F" TO DECLARATION OF CONDOMINIUM OF
PARK EAST, A CONDOMINIUM

[LEGAL DESCRIPTION OF ADDITIONAL LAND]

ALL of TRACT 21, less the South 436.00 feet thereof as measured along the Westerly Tract Line of FONTAINEBLEAU PARK SUBDIVISION SECTION EIGHT, according to the Plat thereof, recorded in Plat Book 94, at Page 1 of the Public Records of Dade County, Florida. (Approximately 8.952 + acres. (See Exhibit 7, page 2 of 25, to Developer Filing).

Sec. : 4-34-10
Order No. : 1380-78
F.B. No. : 520-60
Date. April, 1980.

"PARK EAST" A CONDOMINIUM PHASES I, II, III

EXHIBIT "F"

DESCRIPTIONS:

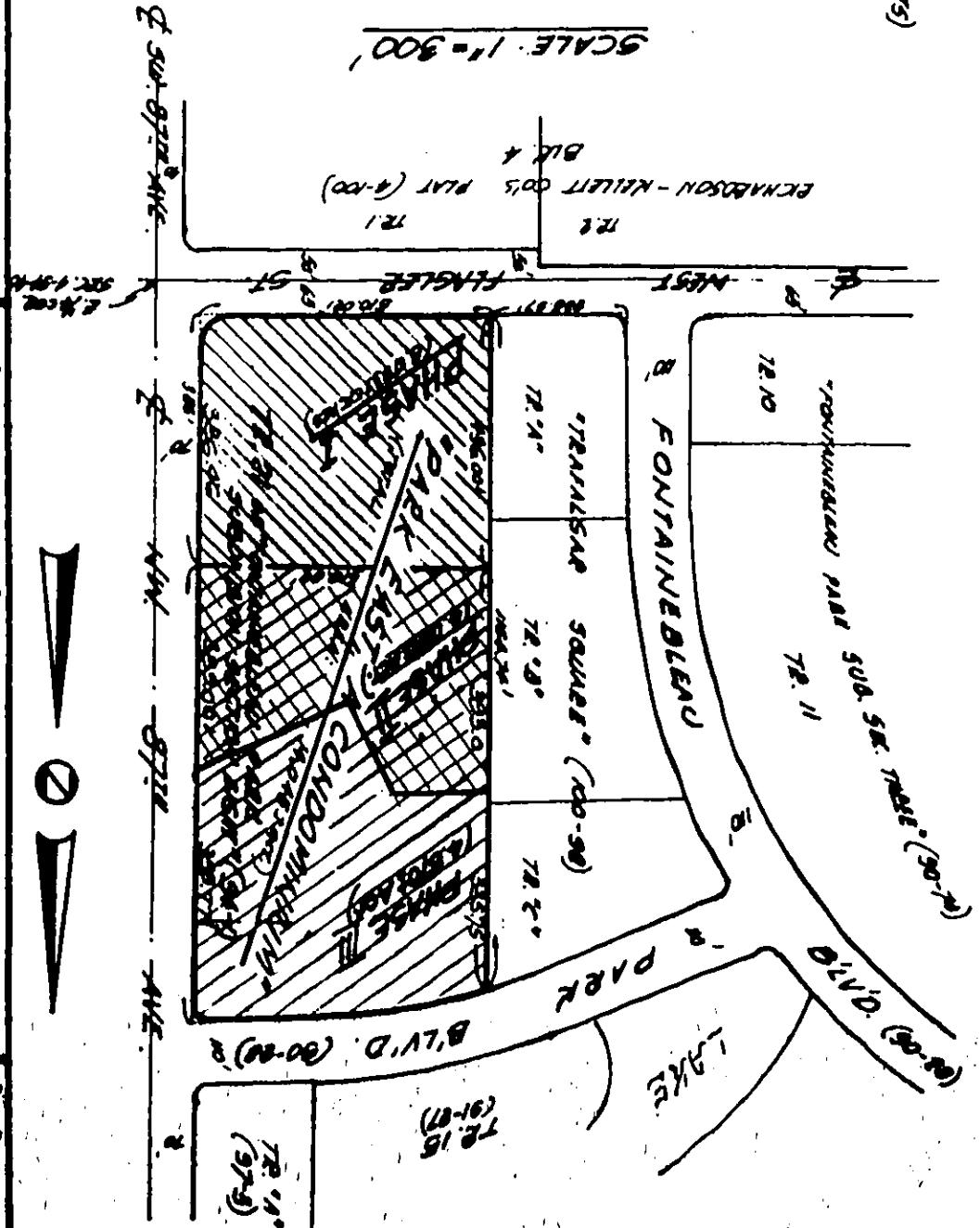
- 11 ENTRÉE "PEAK ESK, A CONDOMINIUM" CONCERNS (370 UNITS)
RECTOR OF "ROCKWOOD ESTATE" NEW SUBDIVISION
SECTION EIGHT, according to the plan thereof,
recorded in Plat Book #4, at Page 1 of the
Public Records of Dade County, Florida;
containing 14.05 acres; being and being in
Dade County, Florida.

PHASE I (135 ul/min)

The South 436.00 feet of RECTOR 21- as measured along the Westerly Tract line - or "FORTIANE LEAU PARK SUBDIVISION SECTION EIGHTH according to the plan thereof recorded in Plan Book No. 1 at Page 1 of the public records of Rose County, Florida, containing 5.093 acres, lying and being in Dade County, Florida.

- 3.) PHASE II (105 units): Descriptions on separate sheet.
4.) PHASE III (138 units): Description on separate sheet.

PHASES	AREA	SITES	NO. UNITS
PHASE I	J. APPAR. A, B, C, D	135	
PHASE II	A, B, C, D, E, F, G, H	105	
PHASE III	I, J, K, L	138	
TOTALS	MISSION	378	



*DESCRIPTIONS
AND
LOCATION SKETCHES
(GENERAL)*

DÉNES & DÉNES & ASSOC. INC.
SURVEYORS - ENGINEERS - PLANNERS
278 Argyle Ave., Carol Stream, IL 60134
Phone (309) 446-3531

OFF REC 10940 PG 952

Sec. 4-54-40
Order No. 11980-78
F.B. No. 520-60
Date April, 1980.

"PARK EAST,
A CONDOMINIUM
PHASE II"

EXHIBIT "F"
Sheet 2 of 6 Sheets

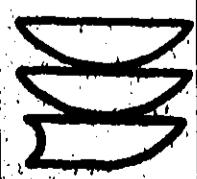
DESCRIPTION of Condominium Property

That part of TRACT 21 of "FONTAINEBLEAU PARK SUBDIVISION SECTION EIGHT", according to the Plat thereof, recorded in Plat Book 94, at Page 1 of the Public Records of Dade County, Florida, described as follows:

COMMENCE at the Southwest corner of said TRACT 21; thence run N. 0°14'00" E., along the West line of said TRACT 21, for a distance of 436.00 feet to the POINT OF BEGINNING of the parcel of land hereinafter to be described; thence continue N. 0°14'00" E., along the West line of said TRACT 21, for a distance of 393.00 feet to a point; thence run S. 89°45'00" E. for a distance of 186.77 feet to a point; thence run S. 27°39'35" E. for a distance of 150.60 feet to a point; thence run N. 62°20'25" E. for a distance of 286.00 feet to a point on the East line of said TRACT 21; thence run S. 0°14'00" W., along the East line of said TRACT 21, for a distance of 389.00 feet to a point; thence run S. 89°42'20" W., 436 feet North of - as measured along the West line of said TRACT 21 - and parallel with the South line of said TRACT 21, for a distance of 510.02 feet to the POINT OF BEGINNING; subject to Easements of records: containing 4.082 acres, more or less; lying and being in Dade County, Florida.

DESCRIPTION
FOR
PHASE II

DÉNES & DÉNES ASSOC./INC.
SURVEYORS-ENGINEERS-PLANNERS
278 Aragon Ave., Coral Gables, Fla., 33134



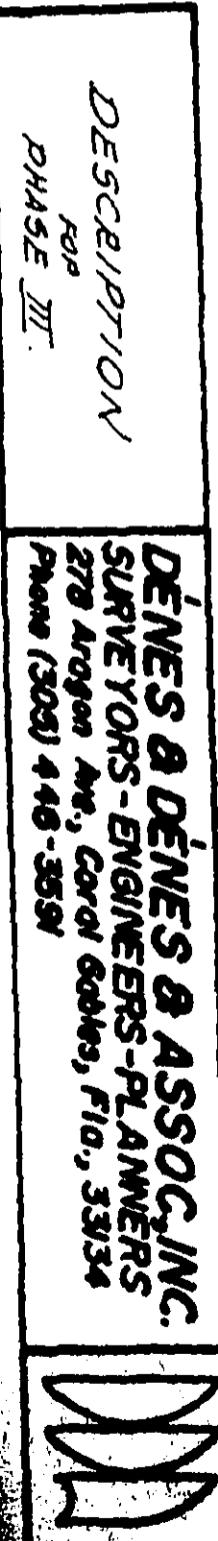
OFF REC 10940 16 953

Sec.	4-34-40	EXHIBIT "F"
Order No.	1980-78	Sheet 3 of 6 Sheets
F.A. No.	520-60	
Date.	April, 1980.	
"PARK CONDOMINIUM A PHASE III "	EAST, CONDOMINIUM PHASE III "	

DESCRIPTION of Condominium Property

That part of TRACT 21 of "FONTAINEBLEAU PARK SUBDIVISION SECTION EIGHT", according to the Plat thereof, recorded in Plat Book 94, at Page 1 of the Public Records of Dade County, Florida, described as follows:

COMMENCE at the Southwest corner of said TRACT 21; thence run N. $0^{\circ}14'00''$ E. along the West line of said TRACT 21, for a distance of 829.00 feet, to the POINT OF BEGINNING of the parcel of land hereinafter to be described; thence for the next 5 courses run along the Westerly, Northerly and Easterly boundaries of said TRACT 21 as follows: run N. $0^{\circ}14'00''$ E. for a distance of 335.74 feet to the Northwest corner of said TRACT 21; thence run Easterly along the arc of a circular curve to the right, concave to South, having a radius of 1,090.92 feet, a central angle of $16^{\circ}33'38''$, through an arc distance of 315.31 feet, to the Point of Tangency; thence run N. $89^{\circ}42'20''$ E. for a distance of 174.26 feet, to the Point of Curve; thence run Southeasterly and Southerly along the arc of a circular curve to the right, concave to Southwest, having a radius of 25 feet, a central angle of $90^{\circ}31'40''$, through an arc distance of 39.50 feet, to the Point of Tangency; thence - as the last course of the above-said 5 courses - run S. $0^{\circ}14'00''$ W., for a distance of 359.77 feet to a point; thence run S. $62^{\circ}20'25''$ W. for a distance of 286.00 feet to a point; thence run N. $27^{\circ}39'35''$ W. for a distance of 150.60 feet to a point; thence run N. $89^{\circ}46'00''$ W. for a distance of 186.77 feet to the POINT OF BEGINNING; subject to Easements of records; containing 4.870 acres, more or less lying and being in Dade County, Florida.



OFF REC 10940 6 954

Sec. 4-54-40
Order No. 11980-78
F.B. No. 520-60
Date. April, 1980.

"PARK EAST,
A CONDOMINIUM
PHASE I"

EXHIBIT "F"
Sheet 4 of 6 Sheets
SCALE: 1/100

Lot No. 2. See next page

MAP # Condominium Property Line

436.00' 10' ELEVATION (COK)

BUILDING #101

101.5

BUILDING #102

102.5

103.5

104.5

105.5

106.5

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OFF REC 10940-955

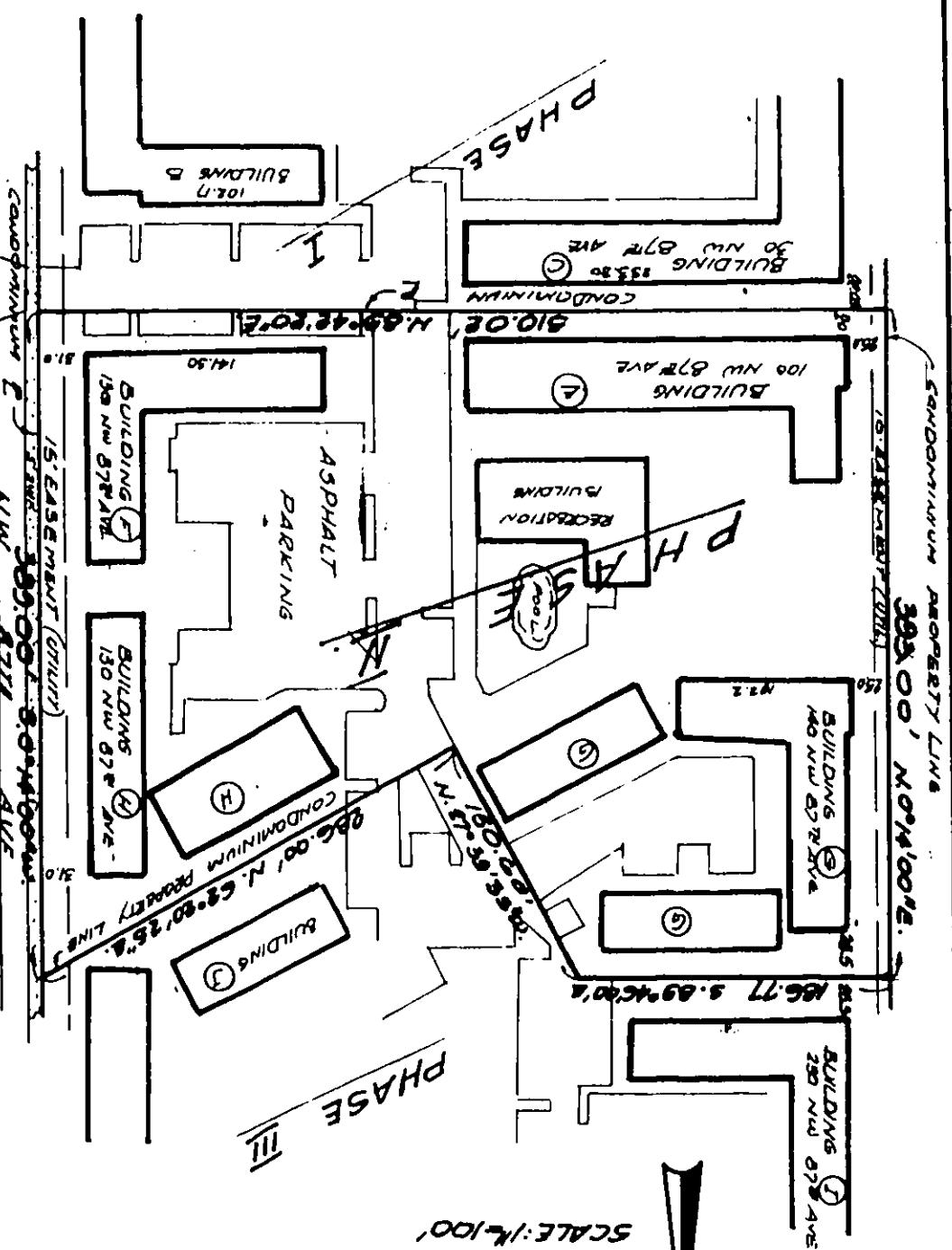
Sec. 4 - 54-40
Order No. 11980-78
F.B. No. 520-60
Date April, 1980.

"PARK EAST, A CONDOMINIUM

PHASE II

100

EXHIBIT "F"



OFF REC 10940 11 956

CLERK NOTE:
FOR CONDOMINIUM PLANS SEE OFFICIAL
RECORDS CONDOMINIUM PLANS BK. 112 PAGE 44

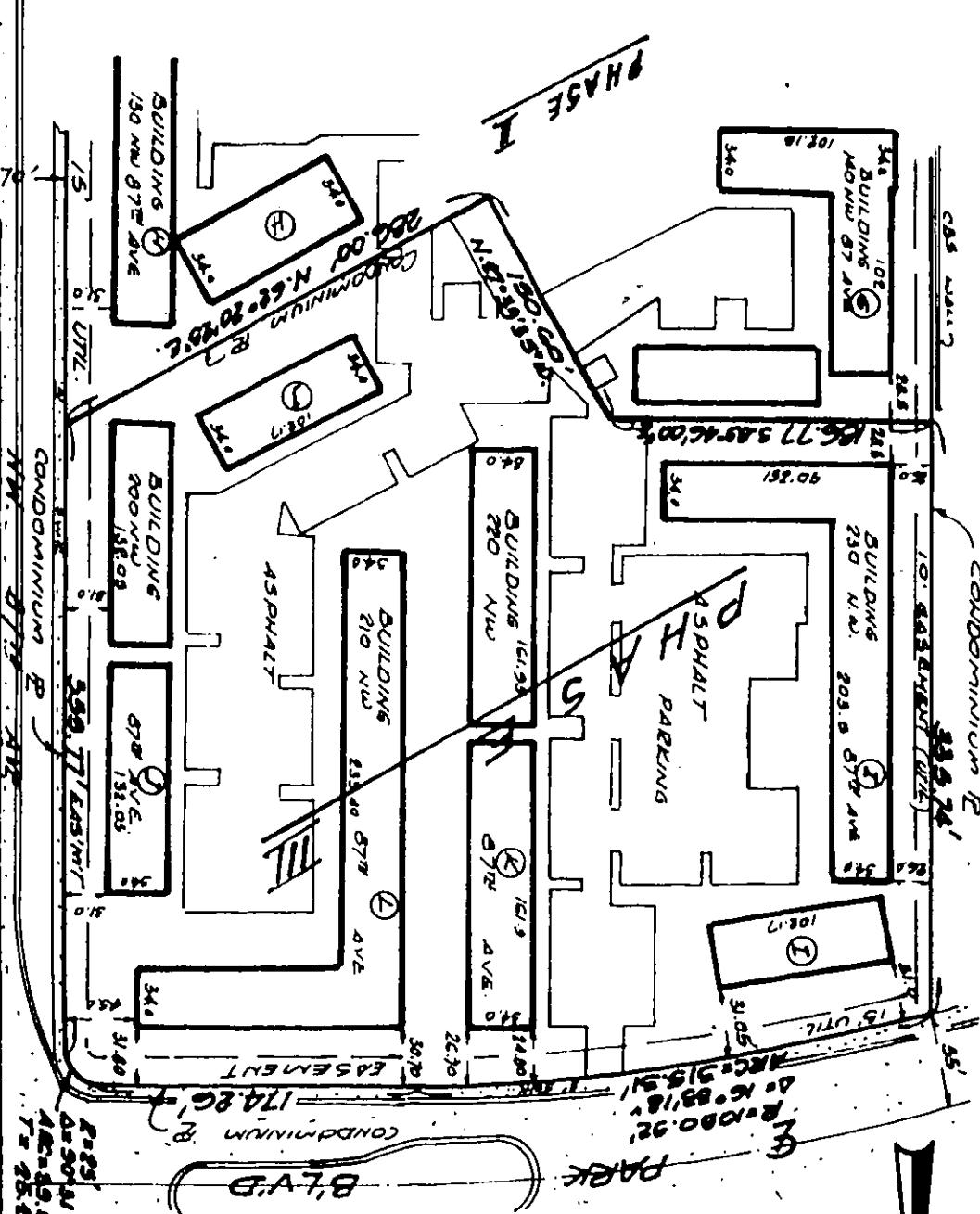
RICHARD P. BRINKER, CLERK
CIRCUIT & COUNTY COURT
BY Ralph E. Melton D. C.

D. C.

Sec. ' 4-54-4
Order No. 11980-78
F.B. No. 520-60
Date. April, 1980.

'PARK EAST, A CONDOMINIUM PHASE III"

EXHIBIT F



RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.

RECORD VERIFIED
RICHARD P. BRINKER,
CLERK CIRCUIT COURT