

**DECLARATION OF CONDOMINIUM OF POINT EAST THREE,
A CONDOMINIUM DADE COUNTY, FLORIDA**

Made the day last appearing in the body of this Declaration by **POINT EAST DEVELOPERS, INC.**, a Florida corporation, for itself, its successors, grantees and assigns, herein called "Developer".

WHEREIN, the Developer makes the following declarations:

1. **Purpose**. The purpose of this Declaration is to submit the lands described and improvements described and to be constructed thereon to be the condominium form of ownership and use in the manner provided in Chapter 711 of the Florida Statutes herein called the "Condominium Act".
 - .1 **Name**. The name by which this condominium is to be identified is "POINT EAST THREE", a Condominium.
 - .2 **Property Submitted to Condominium Form of Ownership**. The following property is hereby submitted to the condominium form of ownership:
 - (a) **The Land**. The lands, owned by the Developer, lying and being situate in Dade County, Florida, as more particularly set forth in Exhibit A attached hereto, which lands are herein called the "land".
 - (b) **Easements**. The easements, set forth in Exhibit B attached hereto, herein called the "easements", which are appurtenant to the land and, in part, upon the land.
 - (c) **Community Facility Lease**. The rights and estate of the Association as lessee under that certain lease attached hereto as Exhibit C, herein called "community facility lease."
 2. **Definitions**. The terms used herein and in the By-Laws shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:
 - .1 **Apartment**. Apartment means unit as defined by the Condominium Act.
 - .2 **Apartment Owner**. Apartment Owner means unit owner as defined by the Condominium Act
 - .3 **The Association**. The Association means Point East Three Condominium Corporation, Inc., a non-profit Florida corporation, and its successors.
 - .4 **Common Elements**. Common elements shall include:
 - (a) the condominium property not included in the apartments and in the limited common elements;
 - (b) tangible personal property required for the maintenance and operation of the common elements and limited common elements even though owned by the Association;
 - (c) the community facility lease; and
 - (d) other items as stated in the Condominium Act.
 - .5 **Common Expense**. Common expenses include:
 - (a) expenses of administration and management of the condominium property;
-

- (b) expenses of maintenance, operation, repair or replacement of common elements;
 - (c) expense under community facility lease;
 - (d) expenses declared common expenses by the provision of this Declaration or the By-Laws; and
 - (e) any valid charge against the condominium as a whole.
- .6 **Community Facilities**. Community facilities means and includes the facilities provided under the community facility lease.
- .7 **Condominium Property**. Condominium property means and includes the land and all improvements thereon and all easements and rights of way appurtenant thereto intended for use in connection with the condominium and including but not limited to the community facility lease.
- .8 **Limited Common Elements**. Limited common elements means and includes those common elements which are reserved for the use of certain apartments to the exclusion of other apartments.
- .9 **Limited Common Expense**. Limited common expense includes:
- (a) expense of maintenance, operation, repair or replacement of limited common elements and portions of apartments to be maintained by the Association; and
 - (b) expenses declared limited common expenses by the provisions of this Declaration or the By-Laws.
- .10 **Reasonable Attorneys Fees**. Reasonable attorneys fees means and includes reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.
- .11 **Singular, Plural, Gender**. Whenever the context so permits, the use of the singular shall include the plural and the plural, the singular and the use of any gender shall be deemed to include all genders.
- .12 **Utility Services**. Utility services as used in the Condominium Act and construed with reference to this condominium and as used in the Declaration and By-Laws shall include but not limited to electric power, water, and sewage disposal.
3. **Development Plan**. The condominium is described and established as follows:
- .1 **Plot Plans and Floor Plans**. A survey of the land showing the same, the private road, certain easements, the apartment buildings, and other improvements placed thereon entitled "Plot Plan" is attached hereto as Exhibit E-1. A first floor plot plan entitled "First Floor Plan" is attached hereto as Exhibit E-2. A second floor plot plan entitled "Second Floor Plan" is attached hereto as Exhibit E-3. A third floor plan entitled "Third Floor Plan" is attached hereto as Exhibit E-4. A fourth floor plot plan entitled "Fourth Floor Plan" is attached hereto as Exhibit E-5. A fifth floor plot plan entitled "Fifth Floor Plan" is attached hereto as Exhibit E-6. A sixth floor plot plan entitled "Sixth Floor Plan" is attached hereto as Exhibit E-7.
-

- .2 **Easements**. Each of the following easements is a covenant running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the condominium and the exclusion of any of the lands of the condominium from the condominium.
- (a) **Utilities**. As may be required for utility services in order to adequately serve the condominium and to adequately serve lands (other than condominium property) previously, now or hereafter owned by the Developer which are adjacent to or in the vicinity of the condominium property; provided, however, easements through an apartment shall only be according to the plans and specifications for the building containing the apartment or as the building is actually constructed, unless approved, in writing, by the apartment owner.
 - (b) **Pedestrian and Vehicular Traffic**. For pedestrian traffic over, through and across sidewalks, paths, walks and lanes, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portions of the condominium property.
 - (c) **Beach**. The use of such portions of the common elements of the condominium which may from time to time be in beach condition for bathing, sunbathing, congregating, and usual purposes associated with a beach area. Use of the easements described in (b) and (c) above shall be limited to persons resident upon the lands or portions of the lands described in that certain deed from Kathryn C. Maule, Individually, as a Trustee, to Leonard Schreiber, Leonard Pearl, Marcos Gesundheit, and Sidney Gordon, dated the 30 day of January, 1965, and recorded under Clerk's file number 65R 16981 in the Public Records of Dade County, Florida. Should parties in the interest as to any other parcel of and contained within the lands described in said deed from Kathryn C. Maule, Individually, and as Trustee, fail or refuse to grant and impose upon such other parcel co-extensive easements to residents of this condominium, then the easements herein created to residents of such other parcels shall forthwith terminate, notwithstanding any other provisions of this Declaration.
 - (d) **Access by Private Road**. The land is not abutting, contiguous or adjacent to any public street, road, or right-of-way. Ingress and egress to the land shall be by private road over the lands described in Exhibit B, part of which are the lands of the condominium. Said private road shall service and be subject to use by other lands in addition to the lands of the condominium. The share of the condominium in the expense of maintenance and repair of such private road is a common expense.
- .3 **Community Facility Lease**. Simultaneously with the execution of the Declaration and the adoption of the By-Laws, the Association, as lessee, through its original board of directors and officers, for the recreation,
-

enjoyment, use and other benefit of the apartment owners has acquired a nonexclusive long term leasehold interest in and to community facilities not upon the lands of the condominium. A signed original copy of said lease, complete in every respect, except that it does not attach thereto its Exhibit B (which is this Declaration) is attached hereto and made a part hereof. It is specifically recognized that some or all of the persons comprising the original board of directors and the officers of the Association are Lessors under said lease and that such circumstance shall not and cannot be construed or considered as a breach of their duties to the Association nor as possible grounds to invalidate such lease in whole or in part. Said lease may not be amended, revised or modified except in accordance with the provisions relative to amendment set forth in this Declaration unless the Lessor, in writing, shall waive such procedures, in which case said lease may be amended, revised or modified by the expression thereof executed by the board of directors of the Association and by the Lessor with the formality required for deeds and duly filed among the Public Records of Dade County, Florida. Each present and future apartment owner, his heirs, successors and assigns and the Developer, as present owner of all of the apartments and condominium property, shall be bound by said community facility lease to the same extent and effect as if he had executed said lease for the purpose therein expressed, including but not limited to:

- (a) subjecting all his right, title and interest in his apartment, the condominium and the Association to the lien rights granted the Lessor in Section 9 of said lease;
- (b) adopting, ratifying, confirming and consenting to the execution of the lease by the Association, as lessee;
- (c) covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners in the cases provided thereafter in said lease;
- (d) ratifying, confirming and approving each and every provision of said lease and acknowledging that all of the terms and provisions thereof, including rental reserved, are reasonable; and
- (e) agreeing that the persons acting as directors and officers of the Association in the acquisition of such leasehold have not breached any of their duties or obligations to the Association.

The provisions of this .3 shall be deemed to be declared a covenant running with the land of the condominium and shall until the Lessor shall declare otherwise, remain as such and be in full force and effect during the term of said lease whether or not the condominium in this Declaration created be sooner terminated. Said community facility lease and each and every provision thereof is hereby ratified, confirmed, approved and adopted, including but not limited to the provisions of Section 9 thereof entitled "Security" which provides for liens on the leasehold assets of the Association, and on the condominium property running in favor of the Lessor to secure to the Lessor the payment of all sums and monies due it and to become due it and the lessee's obligations thereunder. The acts of the board

of directors and officers in acquiring such leasehold be and the same are hereby ratified, confirmed, approved and adopted. The Association is authorized and empowered to do all things necessary to fully effectuate, ratify and adopt and execute said lease and any renewals, revisions, and amendments thereof which the board of directors and the Lessor shall approve. The Association is appointed and shall be the irrevocable agent in fact, with full power of substitution, of each and every apartment owner for all purposes provided in said community facility lease to do and perform each and every act and thing required of apartment owners in said lease and to consent to and execute any and all documents, if necessary, to effectuate any and all of the provisions of said community facility lease. Whenever any of the provisions of said community facility lease and this Declaration shall be in conflict, the provisions of said community facility lease shall be controlling. The expense of rental, replacements, and other undertakings, as set forth in the community facility lease are hereby declared to be common expenses. Each apartment owner shall have the right to use, occupy and enjoy the community facilities through the Association, as lessee, subject to all of the provisions of said community facility lease, this Declaration, the By-Laws, and such rules and regulations, which the Association and/or others may from time to time adopt.

- .4 **Management Agreement.** Simultaneously with the execution of the Declaration and the adoption of the By-Laws, the Association by and through its original board of directors and officers has entered into an agreement with Point East Management Corporation entitled "Management Agreement". A signed original copy of said management agreement is attached hereto. Amendment or revision of such management agreement shall not require the procedures for an amendment or change to the Declaration or to the By-Laws and may be accomplished by expression thereof executed by the board of directors of the Association and the Manager with the formality required for deed and duly filed among the Public Records of Dade County, Florida. Each apartment owner, his heirs, successors and assigns, shall be bound by said management agreement to the same extent and effect as if he had executed said management agreement for the purposes herein expressed including but not limited to:
- (a) adopting, ratifying, confirming and consenting to the execution of said management agreement by the Association;
 - (b) covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners in the cases provided therefor in said management agreement;
 - (c) ratifying, confirming and approving each and every provision of said management agreement and acknowledging that all of the terms and provisions thereof, including manager's fee, are reasonable; and,
 - (d) agreeing that the persons acting as directors and officers of the Association entering into such agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that some or all of the persons comprising the original board of directors and
-

the officers of the Association are owners of some or all of the stock of Point East Management Corporation and that such circumstance shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the management agreement in whole or in part. The management agreement, each and every provision thereof and the acts of the board of directors and officers of the Association entering into such agreement be and the same are hereby ratified, confirmed, approved, and adopted.

- .5 **Apartment Buildings**. The condominium includes four (4) apartment buildings which are designated "K" Building, "L" Building, "M" Building, and "N" Building upon Exhibits E-1 through E-7, inclusive. Said buildings will be constructed substantially in accordance with plans and specifications therefor prepared by Frese & Camner, Architects, of Miami, Florida, and designated as their Commission Number 6501.
- .6 **Other Improvements**. The condominium includes automobile parking areas, landscaping and swimming pool to be located substantially as indicated upon said plot plan survey and which are and will be part of the common elements. Such improvements will be constructed by the Developer substantially in accordance with the plans therefore prepared by Frese & Camner, Architects, Miami, Florida, identified as their Commission Number 6501.
- .7 **Limited Common Elements**. Each apartment building, together with
 - (a) its foundations; and
 - (b) exclusive easements for support upon the lands beneath it and the air space occupied by it, as the same exist at any particular time and as the apartment building may lawfully be altered or reconstructed from time to time, which easements shall be terminated automatically upon land or air space which is vacated from time to time, less that portion of the apartment building from time to time contained in apartments; is a limited common element appurtenant to and reserved for apartments in the apartment building to the exclusion of all other apartment owners of the condominium.
- .8 **Common Elements**. Common elements shall include everything contained within the definition thereof set forth in 2.4.
- .9 **Apartments – Boundaries**. Each apartment shall include that part of the apartment building containing the apartment which lies within the boundary of the apartment which boundaries are:
 - (a) **Horizontal Boundaries**. The upper and lower boundaries of an apartment shall be:
 - (1) **Upper Boundary**.
 - (a) **Apartment next to roof**. If the roof be of truss construction, the plane of the under surfaces of the cords of the trusses which serve as ceiling joists; if the roof be of slab construction then the plane of the under surface of the said slab.
 - (b) **Other apartments**. The plane of the under surface of the floor slab of the floor above.

- (2) **Lower Boundary**. The plane of the under surfaces of the floor slab.
- (b) **Vertical Boundaries**. Vertical boundaries of the apartment shall be:

- (1) **Exterior Building Walls**.

- (a) The exterior of the outside walls of a building bounding an apartment and where there is attached to the building a balcony, loggia or terrace, serving only the apartment being bounded, such boundaries shall be deemed to include such structures and fixtures thereon.

- (2) **Interior Building Walls**. The center line of all walls bounding an apartment.

- .10 **Easement for Unintentional and Non-Negligent Encroachments**. If an apartment shall encroach upon any common element, limited common element or upon any other apartment by reason of original construction or by the non-purposeful or non-negligent act of the apartment owner, then an easement appurtenant to such encroaching apartment, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any common element or limited common element shall encroach upon any apartment by reason of original construction or non-purposeful or non-negligent act of the Association, then an easement appurtenant to such common element or limited common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

- .11 **Amendment of Plans and Completion of Improvements**.

- (a) **Alteration of Plans**. The Developer reserves the right to change the location and exterior design of all apartment buildings and improvements and arrangement of all units contained therein and to alter the boundaries between units until the apartment buildings or improvements, as the case may be, shall be completed. If the Developer shall make any changes so authorized, such changes shall be reflected by an amendment of this Declaration.
 - (b) **Amendment of Declaration**. An amendment of this Declaration reflecting such alteration of plans by Developer need be signed and acknowledged only by the Developer and mortgagees who may be affected by such change and need not be approved by the Association, apartment owners, or other lienors, or any other person whomsoever.

- 4. **Apartment Buildings**.

- .1 **Plans**. "K", "L", "M" and "N" Buildings each have six (6) floors.
 - .2 **Apartments**. The apartments in each building are identified and briefly described in Exhibit F attached hereto. The locations and boundaries of each apartment in each apartment building are more particularly described in Exhibits E-2 through E-7, inclusive.
 - .3 **Limited Common Elements**. Each apartment building, together with:
 - (a) its foundations; and
 - (b) exclusive easements for the support of the building upon the land beneath and to the air space occupied by it as the same exists at any
-

particular time and as the building may be lawfully altered or reconstructed from time to time, which easements shall be automatically terminated upon land or air space which is vacated from time to time, less that portion of the building from time to time contained in apartments; is a limited common element of said building reserved exclusively for apartments in such building.

.4 **Appurtenances to Each Apartment**. The owner of each apartment shall own a share and certain interests in the condominium property which are appurtenant to his apartment, which include but are not limited to the following items which are appurtenant to several apartments, as indicated:

- (a) **Automobile Parking Space**. The right to use for automobile parking only the parking space which may from time to time be attributed by the board of directors of the Association to an apartment, which attribution shall not be recorded among the public records. The board of directors may from time to time, should they determine there be a need, change the parking space attributed to an apartment, provided that an apartment always has a parking space. This provision is made in contemplation of the fact that from time to time one or more apartment owners may be under a physical disability which would require the attribution of a parking space more convenient to their apartments and to give the Association the power and flexibility to deal with such situations.
- (b) **Common Elements**. The undivided share in the land and other common elements which is appurtenant to each apartment, as set forth in Exhibit F attached.
- (c) **Limited Common Elements**. An undivided share in the limited common elements of the apartment building in which the apartment is situate, as set forth in Exhibit F attached.
- (d) **Association**. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.
- (e) **Community Facilities**. The right to use, occupy and enjoy community facilities set forth in Exhibit C, subject to the provisions of the community facility lease, this Declaration, the By-Laws, and rules and regulations.

.5 **Liability for Common Expenses and Share of Common Surplus**. Each apartment owner shall be liable for a proportionate share of the common expense and shall be entitled to a share of the common surplus, as set forth in Exhibit F attached. The foregoing right to a share of the common surplus does not include the right to withdraw or require payment or distribution of the same.

.6 **Liability for Limited Common Expenses and Share of Limited Common Surplus**. Each apartment owner shall be liable for a proportionate share of the limited common expenses and shall be entitled to a share of the limited common surplus of the apartment building in which his apartment is situate, as set forth in Exhibit F attached. The foregoing right to a share of the limited common surplus does not include the right to withdraw or require payment or distribution of the same.

5. **Maintenance, Alteration and Improvement.** Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

.1 **Common Elements.**

- (a) **By the Association.** The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.
- (b) **Alteration and Improvement.** After the completion of the improvements included in the common elements which are contemplated in this Declaration, there shall be no alteration nor further improvement of common elements without prior approval, in writing, by record owners of 75 per cent of all apartments. The cost of such alteration or improvement shall be a common expense and so assessed.
- (c) **Common Elements in Community Facilities.** The covenants of the Association as lessee under the community facility lease with regard to alteration and improvement shall be fulfilled by the Association without requirement of approval of any apartment owners and shall be a common expense. Alteration and improvement of such community facilities when not required or provided for under the provisions of said lease shall not be done without the prior written approval by the record owners of 75 per cent of all apartments and cost thereof shall be a common expense.

.2 **Limited Common Elements.**

- (a) **By the Association.** The maintenance and operation of the limited common elements shall be the responsibility of the Association and a limited common expense to be paid by owners of such limited elements.
- (b) **Alteration and Improvement.** After the completion of an apartment building and the limited common elements thereof which are contemplated by this Declaration, there shall be no alteration or further improvement of the limited common elements without prior approval, in writing, by the record owners of all apartments in the apartment building; provided, however, that any alteration or improvement bearing the approval in writing of record owners of not less than 75 per cent of the apartment building, may be done if the owners who do not approve are not assessed the cost thereof as a limited common expense. The share of any cost not so assessed shall be assessed to the owners of other apartments in said building in the proportion which their shares in the limited common elements bear to each other. There shall be no change in the shares or rights of an apartment owner in the limited common elements which are altered or further improved, whether or not the apartment owner contributes to cost thereof.

.3 **Apartment.**

- (a) **By Association.** The Association shall maintain, repair and replace as a limited common expense of the apartment building containing an apartment:
 - (1) All portions of an apartment contributing to the support of the apartment building, which portions shall include but not be limited to
-

the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of an apartment, floors and ceiling slabs, loadbearing columns, and loadbearing walls, but shall not include screening, windows, exterior doors, glass, and interior surfaces of walls, ceilings and floors.

- (2) All conduits, rough plumbing but not fixtures, wiring and other facilities for the furnishing of utility services which are contained in an apartment but which service all or parts of the building other than the apartment within which contained.
- (3) All incidental damage caused to an apartment by such work shall be promptly repaired by the Association.
- (b) **By the Apartment Owner.** The responsibility of the apartment owner shall include:
 - (1) To maintain, repair and replace at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, including boundary and exterior walls, floors and ceilings, and all other portions of his apartment except the portions specifically to be maintained, repaired and replaced by the Association.
 - (2) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.
 - (3) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.
- (c) **Alteration and Improvement.** Subject to the other provisions of 5.3, and which in all cases shall supersede and have priority over the provisions of this section when in conflict therewith, an apartment owner may make such alteration or improvement to his apartment at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other apartment owners and further provided that an apartment owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony or patio, screening, exterior door, windows, structural or loadbearing member, electrical service or plumbing service, without first obtaining approval in writing of owners of all other apartments in such apartment building and the approval of the board of directors of the Association.

.4 Alterations and Improvements – General. Except as elsewhere reserved to the Developer, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or apartment building which are Toña maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would jeopardize the safety of soundness of the apartment building or impair any easement without first obtaining approval in writing of owners of all other apartments in such apartment building and the approval of the board of directors of the Association. A copy of plans for all of such work prepared by an architect

licensed to practice in Florida shall be filed with the Association prior to granting of such approval and the start of the work.

6. **Assessments**. The making and collection of assessments against apartment owners for common expenses and limited common expenses shall be pursuant to the By-Laws and subject to the following provisions:
 - .1 **Share of Common Expenses**. Each apartment owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, as set forth in Exhibit F, but the same shall not vest or create in any apartment owner the right to withdraw or receive distribution of his share of the common surplus.
 - .2 **Share of Limited Common Expenses**. Each apartment owner shall be liable for a proportionate share of the limited common expenses and shall share in the limited common surplus, as set forth in Exhibit F, but the same shall not vest or create in any apartment owner the right to withdraw or receive distribution of his share of the limited common surplus.
 - .3 **Weighting of Limited Common Expenses**. The expenses of maintenance and operation of limited common elements other than unusual repairs, need not be allocated to each apartment building on the basis of actual cost as to each apartment building but may, at the discretion of the board of directors of the Association be allocated on a weighted basis to each apartment building, such weighting to be in relationship to the number of apartments and extent of limited common elements contained in each building.
 - .4 **Payments**. Assessments and installments thereon paid on or before 5 days after the day when the same shall become due, shall not bear interest but all sums not paid on or before 5 days when due shall bear interest at the rate of 10 per cent per annum from the date when due. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment be not paid on or before 30 days after the same shall become due, the board of directors may declare the entire assessment as to the delinquent owner then due and payable in full as if so originally assessed.
 - .5 **Lien for Assessments**. The Association shall have a lien on each apartment for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Dade County, Florida, a claim of lien stating the description of the apartment, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Such liens shall be subordinate to the lien of a mortgage or other liens recorded prior to the date of recording the claim of lien. Liens for assessment may be foreclosed by suit brought in
-

the name of the Association in the manner of a foreclosure of a mortgage on real property. In any such foreclosure the owner of the apartment shall be required to pay a reasonable rental for the apartment and the Association shall be entitled, as a matter of law, to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. When the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of the foreclosure of the first mortgage or where a mortgagee of a first mortgage of record obtains title to the apartment as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses, limited common expenses, or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses, limited common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners including such acquirer, its successors and assigns.

7. **Association.** The operation of the condominium shall be by Point East Three Condominium Corporation, Inc., a non-profit corporation, organized pursuant to Section 711.12, Florida Statutes, and Chapter 617, Florida Statutes. A copy of its Articles of Incorporation is attached as Exhibit G and made a part thereof.
 - .1 **Powers.** The Association shall have all of the powers and duties reasonably necessary to operate the condominium, as set forth in this Declaration, the By-Laws and the Articles of Incorporation of the Association, and as the same may be amended. It shall also have all of the powers and duties of an association, as set forth in the Condominium Act; the power to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in the lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of apartment owners and to declare the expenses of rental, membership fees, operations, replacements, and other undertakings in connection therewith to be common expenses and may make covenants and restrictions concerning the use of the same by apartment owners and such other provisions not inconsistent with the Condominium Act as may be desired; and the power to contract for the management of the condominium and to delegate to the contractor all of the powers and duties of the Association except such as are specifically required by this Declaration or by the By-Laws to have the approval of the board of directors or the membership of the Association.
 - .2 **By-Laws.** The By-Laws of the Association are as set forth in Exhibit H attached hereto and made a part hereof.
 - .3 **Limitation Upon Liability of Association.** Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the
-

Association shall not be liable for injury or damage, other than the cost of the maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

8. **Insurance**. Insurance other than title insurance and insurance upon the Point East Community Facilities, which shall be carried upon the condominium property and the property of the apartment owners, shall be covered by the following provisions:

.1 **Authority to Purchase**. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to this apartment buildings and their appurtenances, also for the benefit of apartment owners and their mortgagees as their interest may appear and the provisions shall be made for the insurance of certificates of mortgages endorsements to the mortgages of apartment owners. In the case of the insurance policies covering damage to apartment buildings and their appurtenances, the kind of such policies and the insurance companies issuing the same shall be subject to the approval of the bank, life insurance company or savings and loan association holding the greatest dollar amount of first mortgages against apartments in the condominium. Such policies and endorsements thereon shall be deposited with the insurance trustee. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any apartment owner but the apartment owner may obtain such insurance at his own expense provided such insurance may be not of a nature to affect policies purchased by the Association. Apartment owners shall furnish the Association with copies of all insurance policies obtained by them.

.2 **Coverage**.

(a) **Casualty** All buildings and improvements upon the land and all personal property included in the common elements shall be insured in the amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the board of directors of the Association. Such Coverage shall afford protection against:

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

(b) **Public Liability**. In such amount and such average as may be required by the board of directors of the Association with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(c) **Workmen's Compensation Policy**. To meet the requirements of law.

- (d) **Other.** Such other insurance as the board of directors of the Association shall determine from time to time to be desirable.
- .3 **Premiums.** Premiums for casualty insurance under 8.2 (a) and those under 8.2 (d) of a property casualty nature, pertinent to apartment buildings shall be limited common expenses. Premiums for all other insurance shall be common expense. Premiums shall be paid by the Association.
- .4 **Insurance Trustee Share of Proceeds.** All property casualty insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being an institution having offices in Dade County, Florida, and possessing trust powers as may from time to time be approved by the board of directors of the Association, which trustee is herein referred to as "Insurance Trustee"; provided, however, that the foregoing right of the board of directors to select the Insurance Trustee shall be subject to the approval of the bank, the insurance company or savings and loan association holding the greatest dollar amount of the first mortgages against apartments in the condominium. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Insurance Trustee:
- (a) **Common Elements.** Proceeds on account of damage to common elements – an individual share for each apartment owner of the condominium, such share being the same as the undivided share in the common elements appurtenant to his apartment.
- (b) **Limited Common Elements.** Proceeds on account of damage to limited common elements – an individual share for each apartment owner who has a share therein, the share of such proceeds being the same as the undivided share in the limited common elements appurtenant to his apartment.
- (c) **Apartments.** Proceeds on account of damage to apartments shall be held in the following undivided shares:
- (1) When the building is to be restored – for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the board of directors of the Association.
- (2) When the building is not to be restored – for the owners of apartments in such building in undivided shares being the same as their respective shares in the limited common elements thereof.
- (d) **Mortgagees.** In the event a mortgagee endorsement has been issued as to an apartment, the share of an apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any
-

damaged property shall be reconstructed or repaired except as in 9.1 (b) (1) provided.

.5 **Distribution of Proceeds**. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner ?

- (a) **Expense of Trust**. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.
- (b) **Reconstruction or Repair**. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
- (c) **Failure to Reconstruct or Repair**. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
- (d) **Certificate**. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or by the Association's managing agent as to the names of apartment owners and their respective shares of the distribution.

.6 **Association as Agent**. The Association is hereby irrevocably appointed agent, with full power of substitution, for each apartment owner and for each owner of any other insured interest in the condominium property (other than Point East Community Facilities) to adjust all claims arising under insurance policies purchased by the Association, to bring suit thereon in the name of the Association and/or other insureds and deliver releases upon payments of claims, and to otherwise exercise all of the rights, powers and privileges of the Association and each owner of any other insured interest in the condominium property as an insured under such insurance policies.

9. **Reconstruction or Repair after Casualty**.

.1 **Determination to Reconstruct or Repair**. If any part of the condominium property (other than Point East Community Facilities) shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

- (a) **Common Element**. If the damaged improvement is a common element the damaged property shall be reconstructed or repaired unless within 60 days after the casualty 75 per cent of the apartment owners and all mortgagees, being banks, savings and loan associations, and insurance

companies, holding first mortgages upon apartments, agree, in writing, that the same shall not be reconstructed or repaired.

- (b) **Limited Common Elements**. If the damaged improvement is a limited common element, the same shall be reconstructed or repaired unless the damages to the apartment building containing such limited common element extend to apartments contained within such building, in which case the provisions relative to reconstruction and repair of the apartment building, as elsewhere herein provided, shall pertain.

- (c) **Apartment Building**.

- (1) **Partial Destruction**. If the damaged improvement is an apartment building and less than 90 per cent of the amount of insurance applicable to such apartment building is forthcoming by reason of such casualty, then the apartment building shall be reconstructed and repaired unless 75 per cent of the owners of the apartments contained within such building and all mortgagees, being banks, savings and loan associations, and insurance companies, holding first mortgages upon apartments contained within such building shall within 60 days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

- (2) **Total Destruction**. If the damaged improvement is an apartment building and 90 per cent or more of the amount of casualty insurance applicable to such apartment building is forthcoming by reason of such casualty, the apartment building shall not be reconstructed or repaired unless within 60 days after casualty 75 per cent of the owners of the apartments contained within such building and all mortgagees, being banks, savings and loan associations, and insurance companies, holding first mortgages upon apartments contained within such building shall within 60 days after casualty agree, in writing, that the same shall be reconstructed or repaired.

- (d) **Certificate**. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or managing agent to determine whether or not the apartment owners, where so provided, have made a decision whether or not to reconstruct or repair.

- .2 **Plans and Specifications**. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the board of directors of the Association and if the damaged property is an apartment building, by the owners of all damaged apartments therein, which approvals shall not be unreasonably withheld.

- .3 **Responsibility**. If the damage is only to those parts of apartments for which the responsibility of maintenance and repair is that of apartment owners, then the apartment owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.
-

- .4 **Estimate of Costs**. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.
- .5 **Assessments for Reconstruction and Repair**.
- (a) **Common Elements**. Assessments shall be made against all apartment owners in amounts sufficient to provide funds for the payment of such costs. Such assessments shall be in proportion to each apartment owner's share of the common elements.
- (b) **Apartments and Limited Common Elements**. Assessments shall be made against the apartment owners who own the damaged apartments and against the owners of all apartments contained in the apartment building in the case of damage to the limited common elements thereof in sufficient amounts to provide for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to the limited common elements shall be in proportion to each apartment owner's share of the limited common elements.
- .6 **Construction Funds**. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners shall be disbursed in payment of such costs in the following manner:
- (a) **By Whom Held**. If the total assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$5,000, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of the reconstruction and repair.
- (b) **Insurance Trustee**. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:
- (1) **Apartment Owner**. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner, shall be paid by the Insurance Trustee to the apartment owner or if there is a mortgage endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.
- (2) **Association – Lesser Damage**. If the amount of the estimated cost 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.

- (3) **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 qualified to practice in Florida and employed by the Association to supervise the work.
 - (4) **Surplus**. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a 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 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.
 - (5) **Certificate**. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment 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 whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or the Association's managing agent as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.
-

10. **Restrictions**. The following restrictions shall be applicable to and covenants running with the land of the condominium and may not be amended without the prior written approval of the Developer until January 1, 2020.
- .1 **Residential Use**. The lands of the condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes. No structures shall be constructed upon the lands other than apartment buildings and other structures intended for residential use and appurtenances thereto. Each apartment or other residential living unit shall be occupied only by a single family, its servants and guests, as a residence, and for no other purpose whatever. Except as reserved to the Developer, no apartment may be divided or subdivided into a smaller unit or any portion thereof sold or otherwise transferred without first amending this Declaration in accordance with the provisions of 10 and 14 to show the changes in the apartment or residential living unit to be affected thereby.
 - .2 **Children**. No persons who have not yet attained 18 years of age shall be permitted to reside upon the lands except that children under such age may be permitted to visit and temporarily reside thereon provided that such temporary residence shall not exceed 30 days in any one calendar year or 30 days within any consecutive 12 month period, whichever may provide the least permissible residence.
 - .3 **Pets**. No animals, birds, fish, reptiles, amphibians or pets of any nature and description shall be raised, bred or kept in any apartment, the limited common elements or the common elements.
 - .4 **Nuisances**. No nuisances shall be allowed upon the condominium property nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse nor garbage allowed to accumulate or any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements or limited common elements which will increase the rate of insurance upon any part of the condominium property.
 - .5 **Lawful Use**. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of government bodies which shall require maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.
 - .6 **Signs**. No “**For Sale**” or “**For Rent**” signs or other displays or advertising shall be maintained or permitted on any part of the common elements, limited common elements or apartments. The right is reserved to the Developer to place “**For Sale**” or “**For Rent**” signs in connection with any unsold or unoccupied apartments it may from time to time own. The same right is reserved to any institutional first mortgagee or owner or holder of a mortgage
-

originally given to an institutional first mortgagee which may become the owner of an apartment and to the Association as to any apartment it may own.

- .7 **Exterior Appearance.** No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any apartment, limited common element or common element. The common elements and limited common elements shall be kept free and clear of rubbish, debris and other unsightly material. There shall be no keeping by apartment owners or lessees of any chairs, tables, benches or other articles upon any common element or limited common element. Nothing shall be hung or displayed on the outside walls of an apartment building and no awning, canopy, shade, window guard, ventilator, fan, air-conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof of any part thereof without the prior written consent of the Association.
 - .8 **Garbage Disposal.** There shall not be attached to any plumbing, any garbage or trash grinders, emulsifiers or disposal equipment or appliances nor shall plumbing be used for the disposal of garbage or trash.
 - .9 **Leasing.** After approval of the Association elsewhere required, the entire apartment may be rented provided the occupancy is only by one lessee and members of his immediately family at least 18 years of age, his servants and guests and the term of the lease is not less than 4 months. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section 10 or any of his other duties as an apartment owner.
 - .10 **Regulations.** Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the board of directors of the Association. The initial regulations which shall be deemed effective until amended are annexed to the By-Laws.
 - .11 **Proviso.** Provided however, that until the Developer has completed and sold all of the apartments of the condominium, neither the apartment owners nor the Association nor their use of the condominium shall interfere with the completion of the contemplated improvements and the sale of the apartments. The Developer may make such use of the unsold units, the common areas and the limited common areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office for the showing of the property and the display of signs.
11. **Maintenance and Community Interests.** In order to maintain a community of congenial residents and thus protect the value of the apartments and in order to assure the financial ability of each apartment owner to pay assessments made against him, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists, which provides each owner covenants to observe.
- .1 **Transfers Subject to Approval.**
 - (a) **Sale.** No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association.
-

- (b) **Lease**. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association.
 - (c) **Gift**. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.
 - (d) **Devise or Inheritance**. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.
- .2 **Approval by Association**. The approval of the Association which is required for the transfer or ownership of apartments shall be obtained in the following manner:
- (a) **Notice to Association**.
 - (1) **Sale**. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by the executed copy of the proposed contract to sell.
 - (2) **Lease**. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.
 - (3) **Gift; Devise or Inheritance; Other Transfers**. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice, in writing, of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.
 - (4) **Failure to Give Notice**. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.
 - (b) **Certificate of Approval**.
 - (1) **Sale**. If the proposed transaction is a sale, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and
-

secretary of the Association in recordable form and shall be delivered to the seller and shall be recorded in the public records of Dade County, Florida. In the alternative, such certificate may be executed by the Manager.

- (2) **Lease**. If the proposed transaction is a lease, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in non-recordable form and shall be delivered to the lessor. In the alternative, such certificate may be executed by the Manager.
 - (3) **Gift; Devise or Inheritance; Other Transfers**. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the apartment owner and shall be recorded in the public records of Dade County, Florida. In the alternative, such certificate may be executed by the Manager.
 - (c) **Approval of Corporate Owner or Purchaser**. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be also approved by the Association.
- .3 **Disapproval by the Association**. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed in the following manner:
- (a) **Sale**. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within 60 days after receipt of such notice and information the Association shall deliver or mail by certified or registered mail to the apartment owner an agreement to purchase by a purchaser, being either the Association or a person approved by the Association, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:
 - (1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court
-

of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

- (2) If the purchaser shall elect to purchase at the price stated in the agreement, the purchase price shall be paid in the manner and subject to the conditions of such agreement; if the purchaser shall elect to purchase at the fair market value determined by arbitration, the purchase price shall be paid in cash.
 - (3) The sale shall be closed within 30 days, after the delivery or mailing of said agreement to purchase, or within 30 days after the determination of the sale price if such is by arbitration, whichever is the later.
 - (4) If the Association shall fail to purchase or provide a purchaser upon the demand of the apartment owner in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.
- (b) **Lease**. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.
- (c) **Gift; Devise or Inheritance; Other Transfers**. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 60 days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the apartment owner an agreement to purchase by a purchaser, being either the Association or a person who will purchase and to whom the apartment owner must sell the apartment upon the following terms:
- (1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 60 days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
 - (2) The purchase price shall be paid in cash.
 - (3) The sale shall be closed within 30 days following the determination of the sale price.
 - (4) If the Association shall fail to purchase or provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved,
-

and the Association shall furnish a certificate of approval as elsewhere provided.

- .4 **Mortgage**. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, savings and loan association or the Developer. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.
 - .5 **Exceptions**. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association which acquired its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association which so acquires its title; nor shall such provisions apply to a transfer to or a purchase by the Developer or a transfer, sale or lease by the Developer; nor shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.
 - .6 **Separation of Interests**. A sale of an apartment shall include all of its appurtenances and appurtenances may not be sold separate from an apartment. A lease of an apartment shall include the parking space appurtenant to it and no parking space may be leased separate from the apartment to which it is appurtenant. A lease of an apartment need not include the rights appurtenant to it to use the community facilities, provided, that such rights not so least must be retained by the lessor and not separately leased or assigned.
 - .7 **Unauthorized Transactions**. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.
 - .8 **Notice of Lien or Suit**.
 - (a) **Notice of Lien**. An apartment owner shall give notice, in writing, to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within 5 days after the attaching of the lien.
 - (b) **Notice of Suit**. An apartment owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within 5 days after the apartment owner received knowledge thereof.
 - (c) **Failure to Comply**. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.
 12. **Purchase of Apartments by the Association**. The Association shall have the power to purchase apartments, subject to the following provisions.
-

- .1 **Decision**. The decision of the Association to purchase an apartment shall be made by its directors, without approval of its membership except as elsewhere provided in this section.
 - .2 **Limitation**. If at any one time the Association be the owner or agreed purchaser of 5 or more apartments, it may not purchase any additional apartments without the prior written approval of 75 per cent of members eligible to vote thereon. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.
 - .3 **Rights of Developer**. Notwithstanding anything herein to the contrary, until December 31, 1970 or earlier completion and sale of all apartments in Point East (which includes apartments other than those in this condominium), in each case where the Association shall have the right to purchase an apartment or find a purchaser by reason of its refusal to approve a sale or other transfer, the Developer shall have the right of first refusal to purchase such apartment for itself upon the same terms and conditions available to the Association.
13. **Compliance and Default**. Each apartment owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the rules and regulations adopted pursuant thereto, community facility lease and management agreement and said documents and rules and regulations as they may be amended from time to time. Failure of the apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act:
- .1 **Negligence**. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements or of the limited common elements.
 - .2 **Costs and Attorney's Fees**. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto, community facility lease and management agreement, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and
-

such reasonable attorneys' fees as may be awarded in the court, provided no attorneys' fees may be recovered against the Association in any such action.

- .3 **No Waiver of Rights**. The failure of the Developer, or the Association, or any apartment owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the By-Laws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.
 14. **Amendments**. Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:
 - .1 **Notice**. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
 - .2 **Resolution**. An amendment may be proposed by either the board of directors or by 75 per cent of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the board of directors and 75 per cent of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval, in writing, given before such meetings.
 - .3 **Agreement**. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Dade County, Florida.
 - .4 **Proviso**. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected and such of their first mortgagees which are banks, savings and loan associations, and insurance companies shall consent; and no amendment shall change any apartment nor the share in the limited common elements, common elements, and other of its appurtenances nor increase the owner's share of the limited common expenses or common expenses unless the owner of the apartment concerned and all of the mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in Sections 8 or 9 unless the record owners of all mortgages upon apartments in the condominium shall join in the execution of the amendment; nor shall an amendment of this Declaration make any changes in Sections 1.1 (c), 2.4, 2.5, 2.6, 2.7, 3.3, 7.1, or any other provisions of this Declaration or related provisions of the By-Laws in any way dealing with or relating to the community facility lease unless the Lessor under the said community facility lease shall join in the execution of the amendment; nor shall any amendment of this Declaration make any changes which would in any way affect any of the rights, privileges, powers
-

and options of the Developer unless the Developer shall join in the execution of such amendment.

- .5 **Execution and Recording**. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Dade County, Florida.

15. **Termination**. The condominium may be terminated in the following manner:

- .1 **Agreement**. The condominium may be terminated at any time by approval, in writing, of all of the owners of the condominium and by all record owners of mortgages upon apartments therein owned by a bank, life insurance company or savings and loan association and by the Lessor under the community facility lease. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of owners of not less than 75 per cent of the common elements and of the record owners of all mortgages upon apartments in the condominium owned by a bank, life insurance company or savings and loan association, and of the Lessor under the community facility lease are obtained not later than 60 days from the date of such meeting, then the Association and approving owners shall have an option to buy all of the apartments of the other owners for a period ending on the 120 day from the date of such meeting. Such option shall be exercised upon the following terms:

- (a) **Exercise of Option**. The option shall be exercised by delivery or mailing by certified or registered mail to each of the record owners of the apartments to be purchased of an agreement to purchase signed by the Association and/or record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by the Association and/or each participating owner and shall agree to purchase all of the apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.
- (b) **Price**. The sale price for each apartment shall be the fair market value determined by agreement between the seller and the purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals; and a judgement of specific performance of the sale upon the award rendered by the arbitrators may be entered in any
-

court of competent jurisdiction. The expenses of arbitration shall be paid by the purchaser.

(c) **Payment**. The purchase price shall be paid in cash.

(d) **Closing**. The sale shall be closed within 30 days following the determination of the sale price.

.2 **Total Destruction of All Apartment Buildings**. If all the apartment buildings as a result of common casualty be damaged within the meaning of 9.1(b)(2) and it not be decided as therein provided that any such buildings shall be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement and the following shall be effective. The termination of the condominium shall constitute a division and partition of the condominium lands into the 5 parcels as described in Exhibit 1 attached. The apartment owners who were the owners of the limited common elements of "K" Buildings immediately prior to termination, to the exclusion of all other apartment owners, shall be the owners in fee simple as tenants in common in undivided shares of Parcel "K", such undivided shares being identical to their previous respective shares in the limited common elements of "K" Building. The foregoing provision relative to "K" Building and owners of the limited common elements thereof shall likewise be applicable as follows: As to "L" Building, Parcel "L"; as to "M" Building, Parcel "M"; as to "N" Building, Parcel "N". As to all the rest of the condominium property including Parcel "O" and all assets of the Association, including the community facility lease, the same shall thereupon be owned by all of the apartment owners of the condominium as tenants in common and undivided shares, being the same as their previous undivided shares in the common elements of the condominium. No easements shall be affected by termination.

.3 **Destruction of Less Than All of Apartment Buildings**. If the condition of 16.2 is inapplicable but it is determined, as in 9.1(b) provided, that an apartment building or several thereof shall not be reconstructed or repaired after casualty, then the following shall apply: Upon the determination not to repair or reconstruct an apartment building, this Declaration of Condominium shall automatically and of and by itself be amended so that the parcel of land appurtenant to the apartment building not to be restricted or repaired is excluded from this Declaration of Condominium. As per Exhibit I attached, Parcel "K" is appurtenant to "K" Building; Parcel "L" to "L" Building; Parcel "M" to "M" Building; and Parcel "N" to "N" Building. The owners of the limited common elements in the building not to be reconstructed or repaired, shall thereupon to the exclusion of all other apartment owners, be the owners as tenants in common of such parcel and their shares in and to the same shall be the same as their shares of the limited common elements of such apartment building were immediately prior to such exclusion from the lands of the condominium. Such tenants in common shall possess no right whatever in and to the condominium property remaining after such exclusion, its common elements or limited common elements, but shall be entitled to a

ratable distribution and assignment of the assets of the Association, including the community facility lease. No easements herein provided shall be affected by such exclusion. The share in the common elements of the condominium which were owned, by such tenants in common shall be redistributed amongst the remaining apartment owners of the condominium in proportion to their respective shares in the common elements. The share in the common expenses of the condominium which were those of such tenants in common shall be redistributed amongst the remaining apartment owners of the condominium in proportion to their respective shares in common expenses.

.4 **General Provisions**. Upon termination of the condominium or upon the exclusion of a parcel of land from the condominium, as elsewhere herein provided, the mortgagor and lienor of an apartment owner who shall thereby become a tenant in common, shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination or exclusion. The termination of the condominium or the exclusion of a parcel of property from the condominium in any of the foregoing manners, shall be evidenced by a certificate of the Association executed by its president and secretary certifying the facts affecting the termination or exclusion, which certificate shall become effective upon being recorded in the public records of Dade County, Florida.

.5 **Amendment**. This section 16 may only be amended in accordance with the provisions of 14.3 and 14.4.

16. **Severability**. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause or phrase or word or other provision of this Declaration, the By-Laws, the rules and regulations of the Association, the community facility lease, management agreement, and any exhibits attached hereto, shall not affect the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration this
_____ day of _____, 1967.

Witnesses:

POINT EAST DEVELOPERS, INC.

BY:

Attest: Leonard Schreiber, President

Marcos Gesundheit, Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

Before me the undersigned authority personally appeared LEONARD SCHREIBER and MARCOS GESUNDHEIT, President and Secretary, respectively, of POINT EAST DEVELOPERS, INC., a Florida Corporation, Developer herein, who acknowledged before me that they as officers of said corporation, executed this Declaration and affixed the seal of said corporation, and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State this _____ day of _____, 1967.

Notary Public, State of Florida

My commission expires:

JOINDER OF MORTGAGEE

AMERICAN SAVINGS AND LOAN ASSOCIATION OF MIAMI BEACH, FLORIDA, herein called "Mortgagee", the owner and holder of mortgages encumbering the property described in Exhibit A attached, which mortgages are dated January 29, 1965 and File Numbers 65R16983 and 66R7564 in the Public Records of Dade County, Florida, to the extent it may be required to do so under the laws of the State of Florida, joins in the making of the foregoing Declaration of Condominium and the mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every of the apartments set forth and referred to in said Declaration.

AMERICAN SAVINGS AND LOAN ASSOCIATION
OF MIAMI BEACH

BY: _____
President

Attest: _____
Secretary

Signed, sealed and delivered in the presence of:

STATE OF FLORIDA)
)
COUNTY OF DADE) ss,

BEFORE ME, the undersigned authority, personally appeared
and

President and Secretary respectively, of AMERICAN SAVINGS AND LOAN ASSOCIATION OF MIAMI BEACH, who acknowledged before me that they, as officers of said corporation, executed this Joinder and affixed the seal of said corporation and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State, this _____ day of _____, 1967.

Notary Public, State of Florida

My commission expires:

**EXHIBIT A
TO
THE DECLARATION OF CONDOMINIUM**

**OF POINT EAST THREE, A CONDOMINIUM
DADE COUNTY, FLORIDA**

Being a portion of the Northwest 1/4 of Section 10, Township 52 South, Range 42 East, Dade County, Florida, described as follows:

Commencing at a point on the Easterly right-of-way line of U.S. Highway No. 1, whence the Southeast corner of said Northwest 1/4 of Section 10 bears South 21°-10'-06" East 761.93 feet; Thence run South 71°-23'-52" East being at right angle to said Easterly right-of-way line of U.S. Highway No. 1, for a distance of 125.00 feet; Thence run Easterly along the arc of a circular curve to the left having for its elements a central angle of 35°-34'-40" and a radius of 311.67 feet for an arc distance of 193.53 feet to a point of compound curvature; Thence run Easterly along the arc of a circular curve to the left having for its elements a central angle of 7°-42'-44" and a radius of 816.57 feet for an arc distance of 109.91 feet to a point of reverse curvature of a circular curve to the right; Thence run Easterly along the arc of said curve to the right, having for its elements a central angle of 1°-05'-47" and a radius of 628.25 feet for an arc distance of 12.02 feet to the Point of Beginning of the tract of land hereinafter to be described; Thence run North 18°-36'-08" East along a line that is parallel to and 400 feet East of the Easterly Right-of-Way line of U.S. Highway No. 1 for a distance of 408.09 feet to a point; Thence run south 50°-00'-00" East for a distance of 106.84 feet to a point; Thence run North 68°-37'-58" East for a distance of 178.60 feet to a point; Thence run South 33°-35'-00" East for a distance of 214.00 feet to a point; Thence run North 83°-55'-00" East for a distance of 232.00 feet to a point; Thence run South 63°-40'-00" East for a distance of 206.00 feet to a point; Thence run North 78°-16'-30" East for a distance of 61.28 feet to a point; Thence run South for a distance of 253.94 feet to a point; Thence run South 76°-25'-46" East for a distance of 186.61 feet to a point of curvature of a circular curve to the left; Thence run Easterly along the arc of said circular curve to the left having for its elements a central angle of 13°-34'-14" and a radius of 348.62 feet for an arc distance curve; Thence run South 14°-47'-48" West for a distance of 232.42 feet to a point; Thence run North 62°-51'-01" West for a distance of 113.33 feet to

a point; Thence run North 75°-12'-12" West for a distance of 109.64 feet to a point; Thence run North 60°-45'-56" West for a distance of 278.47 feet to a point; Thence run North 22°-18'-22" West for a distance of 42.15 feet to a point; Thence run North 65°-18'-30" West for a distance of 95.75 feet to a point; Thence run North 71°-13'-36" West for a distance of 119.94 feet to a point; Thence run South 83°-57'-19" West for a distance of 43.68 feet to a point; Thence run South 73°-51'-46" West for a distance of 205.25 feet to a point; Thence run South 67°-57'-50" West for a distance of 90.62 feet to a point; Thence run South 58°-14'-58" West for a distance of 262.25 feet to a point; Thence run South 85°-07'-20" West for a distance of 58.80 feet to a point on a line that is 400 feet East of and parallel to the Easterly Right-of-Way line of U.S. Highway No. 1; Thence run North 18°-36'-08" East along said parallel line for a distance of 302.73 feet to a Point of Beginning. All lying and being in Dade County, Florida.

**EXHIBIT B
TO
DECLARATION OF CONDOMINIUM**

OF POINT EAST THREE, A CONDOMINIUM DADE COUNTY, FLORIDA

The following is the description of an easement for ingress and egress to, from and over the lands of the condominium, as set forth in Exhibit A to the Declaration of Condominium of Point East Three, A Condominium, Dade County, Florida. A portion of such easement is over and across the lands of the condominium. Said easement and extensions thereof, as hereinafter provided, is a private right-of-way and not a public right-of-way and is not dedicated or intended to be dedicated to the public use and the use of the same is limited to: (1) Owners and residents of parcels abutting the same, their guests and invitees; (2) Public utilities and their agents, representatives, employees and vehicles having business thereon and/or parcels abutting the same; (3) The agencies, departments, services and divisions of Metropolitan-Dade County, Florida, their representatives, employees and agents and vehicles; and (4) Other governmental authorities in the exercise of governmental functions. If in the future additional easements for ingress and egress not necessarily to or from the lands of Point East Three, A Condominium, Dade County, Florida) shall be established which connect with the following described easement, the same shall automatically be a part of the easement hereinafter described, as if originally set forth herein. It is specifically recognized that the easement hereinafter described connects with those certain easements described in Exhibit B to the Declaration of Condominium of Point East One, A Condominium, Dade County, Florida, recorded in the Official Records Book 4936, at page 386 in the Public Records of Dade County, Florida and further connects with those certain easements described in Exhibit B to the Declaration of Condominium of Point East Two, a Condominium Dade County, Florida, recorded in the Official Records Book 5199 at page 616 in the Public Records of Dade County, Florida. Accordingly, the owners and residents of parcels contained within said Point East One, A Condominium and Point East Two, a Condominium, are permitted users of the easements described in this exhibit and conversely, the owners and residents of parcels of East Three, a Condominium, are permitted users of the easement described in said exhibit to the Declaration of Point East One and Point East Two, as aforesaid. It is further recognized that parts of the easements described in said Exhibits B to the Declarations of Condominium of Point East One and Point East Two are over and across the lands of Point East Three, a Condominium, as set forth in Exhibit A to its Declaration of Condominium. The burden of repair, maintenance and operation of said easements and extensions shall be borne amongst owners of all parcels of property abutting thereto, excluding lands lying within 400 feet of the easterly right-of-way of U.S. Highway No. 1 in proportion to their respective frontage on said easements, including both sides thereof.

Being that portion of the Northwest 1/4 of Section 10, Township 52 South, Range 42 East, Dade County, Florida, it being 46 feet in width, the centerline thereof being described as follows:

Commencing at a point of the Easterly right-of-way line of U.S. Highway No. 1 whence the Southwest corner of the said Northwest 1/4 of said Section 10 bears South 71°-23'-52" East 762.93 feet; thence run South 71°-23'-52" East being at right angles to said Easterly right-of-way line of U.S. Highway No. 1 for a distance of 125.00 feet to a point; thence run Easterly along the arc of a circular curve to the left having for its elements a central angle of 35°-34'-40" and a radius of 311.67 feet for an arc distance of 193.53 feet to a point of compound curvature; thence run Easterly along the arc of a circular curve to the left having for its elements a central angle of 7°-42'-44" and a radius of 816.57 feet for an arc distance of 109.91 feet to a point of reverse curvature of a circular curve to the right having for its elements a central angle of 1°-05'-47" and a radius of 628.25 feet for an arc distance of 12.02 feet to the point of beginning of herein described center line; thence continue along said circular curve to the right having for its elements a central angle of 37°-09'-43" and a radius of 628.25 feet run Easterly for an arc distance of 407.48 feet to a point; thence run South 76°-25'-46" East for a distance of 776.24 feet to a point; thence run Easterly along the arc of a circular curve to the left having for its elements a central angle of 13°-34'-14" and a radius of 348.62 feet for an arc distance of 82.57 feet to the point of termination of the hereinabove described centerline.

And:

Being that portion of the Northwest 1/4 of Section 10, Township 52 South, Range 42 East, Dade County, Florida, it being 25 feet in width, the centerline thereof being described as follows:

Commencing at a point of Easterly right-of-way of U.S. Hiway No. 1, whence the Southwest corner of said Northwest 1/4 of Section 10 bears South 21°-10'-06" East 761.93 feet; thence run South 71°-23'-52" East, being at right angle to said Easterly right-of-way line of U.S. Highway No. 1, for a distance of 125.00 feet; thence run Easterly along the arc of a curve to the left, having for its elements a central angle of 35°-34'-40" and a radius of 311.67 feet, for an arc distance of 193.53 feet; thence run Easterly along the arc of a curve to the left, having for its elements a central angle of 7°-42'-44" and a radius of 816.57 feet, for an arc distance of 109.91 feet; thence run Easterly along the arc of a curve to the right, having for its elements a central angle of 3°-48'-34" and a radius of 628.25 feet, for an arc distance of 41.77 feet to the point of beginning of the hereinafter described centerline; thence run North 18°-36'-08" East for a distance of 379.83 feet to a point of termination of the hereinabove described center line.

**EXHIBIT C
TO
DECLARATION OF CONDOMINIUM**

**OF POINT EAST THREE, A CONDOMINIUM, DADE COUNTY, FLORIDA
BEING THE POINT EAST COMMUNITY FACILITY LEASE
EXECUTED BY THE CONDOMINIUM'S ASSOCIATION,
POINT EAST THREE CONDOMINIUM CORPORATION, INC. AS LESSEE.**

**EXHIBIT D
TO
DECLARATION OF CONDOMINIUM**

**OF POINT EAST THREE A CONDOMINIUM, DADE COUNTY, FLORIDA
BEING MANAGEMENT AGREEMENT.**

**EXHIBIT F
TO
DECLARATION OF CONDOMINIUM**

OF POINT EAST THREE A CONDOMINIUM, DADE COUNTY, FLORIDA

Introduction. This exhibit consists of a brief description of each condominium unit and a statement of the following appurtenances to each such unit: (1) Its share of the common elements; (2) Its share of the limited common elements; (3) Its share of common expense and common surplus; and (4) Its share of limited common expense and limited common surplus.

Explanation of Exhibit:

Buildings. The condominium contains 4 apartment buildings, identified as "K", "L", "M", and "N" Buildings. The letter prefix of each condominium unit denotes the building in which it is located. Thus, condominium unit "K101" is in building "K", "L101" is in Building "L", "M101" is in Building "M", and so forth.

Floor. Each building has 6 floors. The first numeral appearing after the letter prefix of each condominium unit denotes the floor whereon the apartment is located. Thus, condominium unit "K101" is on the first floor of Building K, "L101" is on the first floor of Building L, "M601" is on the sixth floor of Building M and so forth.

Description of Apartments. In Building K, all apartments whose last 2 numbers are 01, 08 and 14 are 2 bedroom, 2 bath apartments. All apartments whose last 2 numbers are 02 and 12 are 1 bedroom, 1-1/2 bath apartments. All apartments whose last 2 numbers are 03, 04, 05, 06, 07, 09, 10, and 11 are 1 bedroom, 1 bath apartments.

In Building L, all apartments whose last 2 numbers are 01, 05, 06, 08, and 14 are 2 bedroom, 2 bath apartments. Apartments whose last 2 numbers are 02 and 12 are 1 bedroom, 1-1/2 bath apartments. All apartments whose last 2 numbers are 03, 04, 07, 09, 10 and 11 are 1 bedroom, 1 bath apartments.

Common Expense. A condominium unit's share of common expense and common surplus is as follows:

All 1 bedroom, 1 bath apartments	.0027289
All 1 bedroom, 1-1/2 bath apartments	.0028545
All convertible 1 bedroom apartments	.0034197
All 2 bedroom, 1 bath apartments	.0034889
All 2 bedroom, 2 bath apartments	.0037121

Limited Common Expense. A condominium unit's share of the limited common expense and limited common surplus is as follows:

Building K

All 1 st floor, 1 bedroom, 1 bath apartments	.011758
All other 1 bedroom, 1 bath apartments	.011759
All 1 bedroom, 1-1/2 bath apartments	.012301
All 2 bedroom, 2 bath apartments	.015998

Building L

All 1 bedroom, 1 bath apartments	.009732
All 1 bedroom, 1-1/2 bath apartments	.010181
All convertible 1 bedroom apartments	.012194
All 2 bedroom, 1 bath apartments	.012443
All 2 bedroom, 2 bath apartments	.013264

Building M and N

Units 103, 104, 107, 109	.01120
All other 1 bedroom, 1 bath apartments	.01119
All 1 bedroom, 1-1/2 bath apartments	.01171
All 2 bedroom, 2 bath apartments	.01522

Common Elements. A condominium unit's share of the common elements is as follows:

1 Bedroom, 1 Bath Apartment

1 st Floor	.002526
2 nd Floor	.002626
3 rd Floor	.002725
4 th Floor	.002824
5 th Floor	.002923
6 th Floor	.003022

1 Bedroom, 1-1/2 Bath Apartment

1 st Floor	.002725
2 nd Floor	.002824
3 rd Floor	.002923
4 th Floor	.003022
5 th Floor	.003120
6 th Floor	.003221

Convertible 1 Bedroom Apartment

1 st Floor	.002923
3 rd Floor	.003022
4 th Floor	.003120
5 th Floor	.003221
6 th Floor	.003319

2 Bedroom, 1 Bath Apartment

1 st Floor	.002923
2 nd Floor	.003022
3 rd Floor	.003120
4 th Floor	.003221
5 th Floor	.003319
6 th Floor	.003418

Inside 2 Bedroom, 2 Bath Apartment,
that is, Units L 115, 215, 315, 415
515, 615 and M and N 105, 205, 305
405, 505, 605, 108, 208, 308, 408, 508, 60

1 st Floor	.003221
2 nd Floor	.003319
3 rd Floor	.003418
4 th Floor	.003517
5 th Floor	.003616
6 th Floor	.003715

All 2 Bedroom, 2 Bath Apartments
Other Than Those Above Specified

1 st Floor	.003418
2 nd Floor	.003517
3 rd Floor	.003616
4 th Floor	.003715
5 th Floor	.003814
6 th Floor	.003913

Limited Common Elements. A condominium unit's share of the limited common elements is as follows:

Building K

1 Bedroom, 1 Bath Apartment

1 st Floor	.010725
2 nd Floor	.011154
3 rd Floor	.011583
4 th Floor	.012012
5 th Floor	.012441
6 th Floor	.012870

1 Bedroom, 1-1/2 Bath Apartment

1 st Floor	.011583
2 nd Floor	.012012
3 rd Floor	.012441
4 th Floor	.012870
5 th Floor	.013299
6 th Floor	.013728

2 Bedroom, 2 Bath Apartment

1 st Floor except K101	.014586
K101	.014587
2 nd Floor	.015015
3 rd Floor	.015444
4 th Floor	.015873
5 th Floor	.016302
6 th Floor	.016731

Building L

1 Bedroom, 1 Bath Apartment

1 st Floor	.009041
2 nd Floor	.009403
3 rd Floor	.009764
4 th Floor	.010125
5 th Floor	.010486
6 th Floor	.010847

1 Bedroom, 1-1/2 Bath Apartment

1 st Floor	.009764
2 nd Floor	.010125
3 rd Floor	.010486
4 th Floor	.010847
5 th Floor	.011207
6 th Floor	.011568

Convertible 1 Bedroom, 1 Bath Apartment

2 st Floor	.010486
3 rd Floor	.010847
4 th Floor	.011207
5 th Floor	.011568
6 th Floor	.011929

2 Bedroom, 1 Bath Apartment

1 st Floor	.010486
2 nd Floor	.010847
3 rd Floor	.011207
4 th Floor	.011568
5 th Floor	.011929
6 th Floor	.012290

Inside 2 Bedroom, 2 Bath Apartment, that is

Unit L115	.011568
Unit L215	.011929
Unit L315	.012290
Unit L415	.012651
Unit L515	.013012
Unit L615	.013373

All 2 Bedroom, 2 Bath Apartments Other
Than L115, 215, 315, 415, 515 and 615

1 st Floor	.012290
2 nd Floor	.012651
3 rd Floor	.013012
4 th Floor	.013373
5 th Floor	.013734
6 th Floor	.014095

Buildings M and N

1 Bedroom, 1 Bath Apartment

1 st Floor	.010352
2 nd Floor	.010766
3 rd Floor	.011181
4 th Floor	.011595
5 th Floor	.012009
6 th Floor	.012423

1 Bedroom, 1-1/2 Bath Apartment

1 st Floor	.011181
2 nd Floor	.011595
3 rd Floor	.012009
4 th Floor	.012423
5 th Floor	.012837
6 th Floor	.013250

Inside 2 Bedroom, 2 Bath Apartment, that is, Units:

105, 108	.013250
205, 208	.013664
305, 308	.014078
405, 408	.014492
505, 508	.014906
605, 608	.015320

**All 2 Bedroom, 2 Bath Apartments Other Than Those
Listed Under "Inside 2 Bedroom, 2 Bath Apartment"**

1 st Floor	.014078
2 nd Floor	.014492
3 rd Floor	.014906
4 th Floor	.015320
5 th Floor	.015734
6 th Floor	.016148

**EXHIBIT G
TO
DECLARATION OF CONDOMINIUM**

**OF POINT EAST THREE A CONDOMINIUM, DADE COUNTY, FLORIDA
BEING THE ARTICLES OF INCORPORATION OF ITS ASSOCIATION
POINT EAST THREE CONDOMINIUM CORPORATION, INC.**

**EXHIBIT H
TO
DECLARATION OF CONDOMINIUM**

**OF POINT EAST THREE, A CONDOMINIUM, DADE COUNTY, FLORIDA
BEING THE BY-LAWS OF ITS ASSOCIATION
POINT EAST THREE CONDOMINIUM CORPORATION, INC.**

**PARCEL K OF EXHIBIT I
TO
DECLARATION OF CONDOMINIUM**

OF POINT EAST THREE, A CONDOMINIUM, DADE COUNTY, FLORIDA.

Being a portion of the Northwest 1/4 of Section 10, Township 52 South, Range 42 East, Dade County, Florida, described as follows:

Commencing at a point on the Easterly right-of-way line of U.S. Highway No. 1, whence the Southwest corner of said Northwest 1/4 of Section 10 bears South 21°-10'-06" East 761.93 feet; thence run South 71°-23'-52" East being at right angle to said Easterly right-of-way line of U.S. Highway No. 1, for a distance of 125.00 feet; thence run Easterly along the arc of a circular curve to the left having for its elements a central angle of 35°-34'-40" and a radius of 311.67 feet for an arc distance of 193.53 feet to a point of compound curvature; Thence run Easterly along the arc of a circular curve to the left having for its elements a central angle of 7°-42'-44" and a radius of 816.57 feet for an arc distance of 109.91 feet to a point of reverse curvature of a circular curve to the right; thence run Easterly along the arc of said curve to the right, having for its elements a central angle of 1°-05'-47" and a radius of 628.25 feet for an arc distance of 12.02 feet to the Point of Beginning of the tract of land hereinafter

to be described; thence run North 18°-36'-08" East along a line that is parallel to and 400 feet East of the Easterly Right-of-Way line of U.S. Highway No. 1 for a distance of 408.09 feet to a point; thence run south 50°-00'00" East for a distance of 106.84 feet to a point; t hence run North 68°-37'-58" East for a distance of 178.60 feet to a point; thence run South 33°-35'-00" East for a distance of 214.00 feet to a point; Thence run North 83°-55'-00" East for a distance of 53.03 feet to a point; thence run South for a distance of 211.89 feet to a point; thence run North 76°-25'-46" West for a distance of 154.92 feet to a point; thence run along the arc of a circular curve to the left having for its elements a central angle of 37°-09'-43" and a radius of 628.25 feet for an arc distance of 407.48 feet to the point of the beginning.

**PARCEL L OF EXHIBIT I
TO
DECLARATION OF CONDOMINIUM**

OF POINT EAST THREEA CONDOMINIUM, DADE COUNTY, FLORIDA.

Being a portion of the Northwest 1/4 of Section 10, Township 52 South, Range 42 East, Dade County, Florida, described as follows:

Commencing at a point on the Easterly right-of-way line of U.S. Highway No. 1, whence the Southwest corner of said Northwest 1/4 of Section 10 bears South 21°-10'-06" East 761.93 feet; thence run South 71°-23'-52" East being at right angle to said Easterly right-of-way line of U.S. Highway No. 1, for a distance of 125.00 feet; thence run Easterly along the arc of a circular curve to the left having for its elements a central angle of 35°-34'-40" and a radius of 311.67 feet for an arc distance of 193.53 feet to a point of compound curvature; thence run Easterly along the arc of a circular curve to the left having for its elements a central angle of 7°-42'-44" and a radius of 816.57 feet for an arc distance of 109.91 feet to a point of reverse curvature of a circular curve to the right; thence run Easterly along the arc of a circular curve to the right, having for its elements a central angle of 38°-15'-30" and a radius of 628.25 feet for an arc distance of 419.50 feet; thence run South 76°-25'-46" East for a distance of 154.92 feet to the Point of

Beginning of the tract of land hereinafter to be described; thence run North for a distance of 211.89 feet to a point; thence run South 63°-40'-00" East for a distance of 206.00 feet to a point; thence run North 78°-16'-30" East for a distance of 61.28 feet to a point; thence run South for a distance of 253.94 feet to a point; thence run North 76°-25'-46" West for a distance of 434.71 feet to a Point of Beginning.

**PARCEL M OF EXHIBIT I
TO
DECLARATION OF CONDOMINIUM**

OF POINT EAST THREE, A CONDOMINIUM, DADE COUNTY, FLORIDA.

Being a portion of the Northwest 1/4 of Section 10, Township 52 South, Range 42 East, Dade County, Florida, described as follows:

Commencing at a point on the Easterly right-of-way line of U.S. Highway No. 1, whence the Southwest corner of said Northwest 1/4 of Section 10 bears South 21°-10'-06" East 761.93 feet; Thence run South 71°-23'-52" East being at right angle to said Easterly right-of-way line of U.S. Highway No. 1, for a distance of 125.00 feet; Thence run Easterly along the arc of a circular curve to the left having for its elements a central angle of 35°-34'-40" and a radius of 311.67 feet for an arc distance of 193.53 feet to a point of compound curvature; Thence run Easterly along the arc of a circular curve to the left having for its elements a central angle of 7°-42'-44" and a radius of 816.57 feet for an arc distance of 109.91 feet to a point of reverse curvature of a circular curve to the right; Thence run Easterly along the arc of said curve to the right, having for its elements a central angle of 1°-05'-47" and a radius of 628.25 feet for an arc distance of 12.02 feet to the Point of Beginning of the tract of land hereinafter to be described; Thence continue Easterly along said circular curve to the right having for its elements a central angle of 37°-09'-43" and a radius of 628.25 feet for an arc distance of 407.48 feet to a point; Thence run South 76°-25'-46" East for a distance of 127.06 feet to a point; Thence run South 13°-34'-14" West for a distance of 55.00 feet to a point; Thence run South 83°-57'-19" West for a distance of 43.68 feet to a point; Thence run South 73°-51'-46" West for a distance of 205.08 feet to a point; Thence run South 67°-57'-50" West for a distance of 90.62 feet to a point;

Thence run South 58°-14'-58" West for a distance of 35.02 feet to a point; Thence run West for a distance of 140.78 feet to a point; Thence run South 18°-36'-08" West along a line that is 466 feet East and parallel to the Easterly right-of-way line of U.S. Highway No. 1 for a distance of 116.11 feet to a point; Thence run South 58°-14'-58" West for a distance of 18.12 feet to a point; Thence run South 85°-07'-20" West for a distance of 58.80 feet to a point; said point lying on a line that is 400 feet East of and parallel to the Easterly right-of-way line of U.S. Highway No. 1; Thence run North 18°-36'-08" East for a distance of 302.73 feet to the Point of Beginning.

**PARCEL N OF EXHIBIT I
TO
DECLARATION OF CONDOMINIUM**

OF POINT EAST THREE A CONDOMINIUM, DADE COUNTY, FLORIDA.

Being a portion of the Northwest 1/4 of Section 10, Township 52 South, Range 42 East, Dade County, Florida, described as follows:

Commencing at a point on the Easterly right-of-way line of U.S. Highway No. 1, whence the Southwest corner of said Northwest 1/4 of Section 10 bears South 21°-10'-06" East 761.93 feet; thence run South 71°-23'-52" East being at right angle to said Easterly right-of-way line of U.S. Highway No. 1, for a distance of 125.00 feet; thence run Easterly along the arc of a circular curve to the left having for its elements a central angle of 35°-34'-40" and a radius of 311.67 feet for an arc distance of 193.53 feet to a point of compound curvature; thence run Easterly along the arc of a circular curve to the left having for its elements a central angle of 7°-42'-44" and a radius of 816.57 feet for an arc distance of 109.91 feet to a point of reverse curvature of a circular curve to the right; thence run Easterly along the arc of a circular curve to the right, having for its elements a central angle of 38°-15'-30" and a radius of 628.25 feet for an arc distance of 419.50 feet; thence run South 76°-25'-46" East for a distance of 127.06 to the Point of Beginning of the tract of land hereinafter to be described; thence continue South 76°-25'-46" East for a distance of 649.18 feet to a point of curvature of a circular curve to the left; thence run along the arc of said circular curve to the left having for its elements a central angle of 13°-34'-14" and a radius of 348.62 feet for an arc

distance of 82.57 feet, said point bears South from the center of said curve; thence run South 14°-47'-48" West for a distance of 232.42 feet to a point; thence run North 62°-51'-01" West for a distance of 113.33 feet to a point; thence run North 75°-12'-12" West for a distance of 109.64 feet to a point; thence run North 60°-45'-56" West for a distance of 278.47 feet to a point; thence run North 22°-18'-22" West for a distance of 42.15 feet to a point; thence run North 65°-18'-30" West for a distance of 95.75 feet to a point; Thence run North 71°-13'-36" West for a distance of 119.94 feet to a point; thence run North 13°-34'-14" East for a distance of 55.00 feet to the Point of Beginning.

**PARCEL O OF EXHIBIT I
TO
DECLARATION OF CONDOMINIUM**

OF POINT EAST THREE, A CONDOMINIUM, DADE COUNTY, FLORIDA.

Being a portion of the Northwest 1/4 of Section 10, Township 52 South, Range 42 East, Dade County, Florida, described as follows:

Commencing at a point on the Easterly right-of-way line of U.S. Highway No. 1, whence the Southwest corner of said Northwest 1/4 of said Section 10 bears South 71°-23'-52" East 761.93 feet; Thence run South 71°-23'-52" East being at right angles to said Easterly right-of-way line of U.S. Highway No. 1, for a distance of 125.00 feet to a point; Thence run Easterly along the arc of a circular curve to the left having for its elements a central angle of 35°-34'-40" and a radius of 311.67 feet for an arc distance of 193.53 feet to a point of compound curvature; thence run Easterly along the arc of a circular curve to the left having for its elements a central angle of 7°-42'-44" and a radius of 816.57 feet for an arc distance of 109.91 feet to a point of reverse curvature of a circular curve to the right; Thence run Easterly along the arc of said curve to the right having for its elements a central angle of 1°-05'-47" and a radius of 628.25 feet for an arc distance of 12.02 feet to a point; Thence run South 18°-36'-08" West along a line that is 400 feet East of and parallel to the Easterly right-of-way line of U.S. Highway No. 1 for a distance of 302.73 feet to a point; Thence run North 85°-07'-20" East for a distance of 58.80 feet; Thence run North 58°-14'-58" East for a distance of 18.12 feet to the Point of Beginning of the tract of land hereinafter to be described;

Thence continue North 58°-14'-58" East along the aforementioned line for a distance of 209.11 feet to a point; Thence run West for a distance of 140.78 feet to a point; Thence run South 18°-36'-08" West along a line that is 466 feet East of and parallel to the Easterly right-of-way line of U.S. Highway No. 1 for a distance of 116.11 feet to the Point of Beginning.
