

DECLARATION OF CONDOMINIUM
OF
PORT ROYALE CONDOMINIUM

PORT ROYALE APARTMENTS, INC., RONDI CORP., SCHUSTER INTERNATIONAL CORP. and TAMDA CORP., all Florida corporations, hereinafter called "Developer", for themselves, their successors, grantees and assigns, being the owners of the fee simple title to the property hereinafter described, hereby submit said property to condominium ownership, pursuant to Chapter 711 of the Florida Statutes, hereinafter called the "Condominium Act", subject to the encumbrances referred to in Article V hereof.

All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein, and shall be binding upon all unit owners as hereinafter defined, and in consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, including the Lease of the Recreation Facility attached hereto, as well as the By-Laws and Articles of Incorporation of the Association. Both the burdens imposed and the benefits provided shall run with each unit and the interests in common property as defined herein.

1. Definitions. As used herein and in the By-Laws attached hereto and in all amendments hereto, unless the context requires otherwise:

- (A) "Assessment" means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owner.
- (B) "Association" or "Corporation" means PORT ROYALE CONDOMINIUM, INC., the entity responsible for the operation of the condominium.
- (C) "By-Laws" means the By-Laws for the government of the condominium as they exist from time to time.
- (D) "Common elements" means the portion of the condominium property not included in the units. Common elements shall include the tangible personal property required for the maintenance of the common elements and limited common elements even though owned by the Association, and shall also include the interest, rights and liabilities of the Association and its members under the Lease of the Recreation Facility attached hereto and made a part hereof.

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- (E) "Common expenses" include the expenses of administration and maintenance of the condominium property; the expenses of maintenance, operation, repair and replacement of the common elements; the expense created under the aforementioned Recreation Lease; and other expenses declared to be common expenses herein and/or by the By-Laws and any other valid charge against the condominium as a whole.
- (F) "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.
- (G) "Condominium" is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.
- (H) "Condominium parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit.
- (I) "Condominium property" means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
- (J) "Declaration" or "Declaration of Condominium" or "Enabling Declaration" means this instrument, or as it may from time to time be amended.
- (K) "Limited common elements" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.
- (L) "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company or individual mortgage lender authorized to do business in Florida.
- (M) "Operation" or "operation of the condominium" means and includes the administration and management of the condominium property.
- (N) "Unit" means a part of the condominium property which is to be subject to private ownership, as designated on the exhibits attached to this Declaration. The word "apartment" as used herein and in the condominium survey is synonymous with the word "unit" as defined herein.
- (O) "Unit owner" or "owner of a unit" means the owner of a condominium parcel. The words "apartment owner" as used herein are synonymous with the words "unit owner" as defined herein.
- (P) "Recreation Units" means Recreation Units A, B, C, D, E, F, G and H, as shown on Exhibit 1 attached hereto, constitute the recreational facilities which, together with Condominium Unit No. 302 (Manager's apartment) are leased to the Condominium Association pursuant to the Long-Term Lease attached hereto as Exhibit 5.

- (Q) "Utility service" as used in the Condominium Act and as construed with reference to this condominium, and as used in this Declaration and the By-Laws attached hereto, shall include, but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

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

II. Condominium parcels; appurtenances; possession and enjoyment

- (A) The condominium parcel is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law.
- (B) There shall pass with a unit as appurtenances thereto:
- (1) An undivided share in the common elements, in accordance with Exhibit 2 attached hereto.
 - (2) An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.,
 - (3) An undivided share in the common surplus, in accordance with Exhibit 2 attached hereto.
- (C) The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.
- (D) The owner of the respective "condominium unit" shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective "condominium unit", nor shall owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective "condominium unit" which are utilized for or serve more than one "condominium unit", which items are by these presents hereby made a part of the "common elements". Said owner, however, shall be deemed to own the walls and partitions, which are contained in said owner's respective "condominium unit", and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

III. Restraint upon separation and partition of common elements.

- (A) The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit, whether or not separately described.
- (B) A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.
- (C) The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common elements shall lie.

IV. Common elements

- (A) Common elements includes within its meaning the following items:
 - (1) The land on which the improvements are located and any other land included in the condominium property, whether or not contiguous.
 - (2) All parts of the improvements which are not included within the units.
 - (3) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.
 - (4) An easement of support in every portion of a unit which contributes to the support of a building.
 - (5) Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.
 - (6) The property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements.
 - (7) The Lessee's interest in the Long-Term Lease, as attached hereto, which provides recreational facilities and a manager's apartment for the use and benefit of the members of the Condominium Association.

V. Description of property involved

- (A) The legal description and survey of the land involved herein is:

Lots 4 and 5, Block 10, NORMANDY BEACH SOUTH, according to the Plat thereof, recorded in Plat Book 21, at Page 54, of the Public Records of Dade County, Florida.

- (B) Attached hereto and made a part hereof as Exhibit 1 is a survey of said land, together with a graphic description of the improvements in which the units are located and a plot plan thereof, as well as the parking and recreation areas.
- (C) The identification, location and dimensions of each unit and the common elements appear on the afore-described exhibits. Together with this Declaration, they are in sufficient detail to identify the common elements, each unit and their relative locations and approximate dimensions. The legend and notes contained thereon are incorporated herein and made a part hereof by reference.
- (D) Subject condominium is identified by the name PORT ROYALE CONDOMINIUM.

VI. Amendment to Plans

- (A) Alteration of apartment plans. Developer reserves the right to change the interior design and arrangements of all units, and to alter the boundaries between the units, so long as Developer owns the units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration. If more than one unit is involved, the Developer shall apportion between the units the shares in the common elements which are appurtenant to the units concerned.
- (B) Amendment of Declaration. The Amendment of this Declaration reflecting such authorized alteration of plans by Developer need be signed and acknowledged only by the Developer, and need not be approved by the Association, apartment owners, lienors or mortgagees, whether or not elsewhere required for an amendment.

VII. Percentage of ownership of common elements and voting rights.

The condominium property is hereby declared to contain and is divided into One Hundred Sixty-four (164) apartment condominium units and recreation unit nos. A, B, C, D, E, F, G and H. Each such unit, together with its undivided share of the common elements, constitutes a condominium parcel.

For purposes of identification, each parcel has been numbered. The undivided share owned by each unit owner in the common elements appurtenant to each unit, the percentage of sharing common expenses and owning common surplus are all shown on Exhibit 2 attached hereto.

The respective undivided interests as set forth in Exhibit 2 have been carefully established, giving effect to numerous criteria, and cannot be changed, altered or amended. Each unit owner is entitled to one vote for each unit owned by him.

VIII. Amendment of Declaration

- (A) This Condominium Declaration may be modified or amended by three-fourths (3/4ths) (75%) of the unit owners executing the modification instrument with

the formalities of a Deed and recording same in the Public Records of Dade County, Florida; provided, however, that:

- (1) No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the execution of the amendment.
 - (2) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.
- (B) Invalidation of any part of this Condominium Declaration, or any provision contained in the Plat of the condominium property, or in a conveyance of a unit in the condominium by Judgment, Court Order or law shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IX. By-Laws

The operation of the condominium property shall be governed by the By-Laws of PORT ROYALE CONDOMINIUM, INC., a copy of which is attached hereto and made a part hereof as Exhibit 3. No modification of or amendment to these By-Laws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth herein. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel.

X. The Association, its powers and responsibilities

- (A) The operation of the condominium shall be vested in PORT ROYALE CONDOMINIUM, INC., a non-profit corporation.
- (B) No unit owner, except as an officer of the Association shall have any authority to act for the Association.
- (C) The powers and duties of the Association shall include those set forth in the By-Laws referred to in Article IX above, but in addition thereto, the Association shall have all of the powers and duties set forth in the Condominium Act, as well as all powers, duties granted to or imposed upon it by this Declaration, including:
 - (1) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units.
 - (2) The power to make and collect assessments and to lease, maintain, repair and replace the common elements.

- (3) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by unit owners at all times.
- (4) The power to enter into the lease of the recreation facilities as attached hereto and made a part hereof, and to enter into contracts with others for a valuable consideration, for the maintenance and management of subject property, including the normal maintenance and repair of the common elements, and in connection therewith to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for non-payment, etc. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements, but shall not relieve the condominium unit owner from his personal responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair the individual condominium unit.

Each apartment owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to adopting, ratifying, confirming and consenting to the execution of same by the Association; covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable; and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts of the Board of Directors and officers of the Association entering into such agreement are hereby ratified, confirmed, approved and adopted.

- (5) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property, and for the health, comfort, safety and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations.

XI. Maintenance; limitation upon improvement

- (A) The maintenance of the common elements shall be the responsibility of the Association.
- (B) There shall be no material alteration or substantial additions to the common elements or limited common elements, except in a manner provided herein.

- (C) No unit owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

XII. Common expenses and common surplus

- (A) Common expenses shall include expenses of the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expense designated as common expense by this Declaration and the By-Laws.
- (B) Funds for the payment of common expenses shall be assessed against unit owners in the proportions or percentages of sharing common expenses provided in Exhibit 2 attached to this Declaration and Long-Term Lease.
- (C) The common surplus shall be owned by unit owners in the shares provided in this Declaration.

XIII. Assessments; liability; lien and priority; interest; collections

- (A) The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the condominium property, including the expense allocable to services being rendered by a management company with which the Association may contract, and for the lease of recreation facilities. Unless specifically waived by the Association, the assessments shall include hazard and liability insurance premiums. A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance.
- (B) The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements, services or recreation facilities, or by abandonment of the unit for which the assessment was made.
- (C) Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate of nine per cent (9%) per annum until paid.
- (D) The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the owner of such condominium parcel until paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such liens shall be executed and recorded in the Public Records of Dade County, Florida, in the manner provided by law, but such

liens shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise same if in the best interest of the Association. Said lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established by said Act.

- (E) Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the statute. The Association may bid at any sale in same and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced.
- (F) Where the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or where an institutional first mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessment by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, his successors and assigns.
- (G) Any person who acquires an interest in a unit, except through foreclosure of a first mortgage of record (or deed in lieu thereof), as specifically provided in the paragraph immediately preceding, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.
- (H) The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any unit owner or group of unit owners, or to any third party.
- (I) Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit as set out in greater detail in the statutes made and provided for same.

XIV. Termination of condominium

If all unit owners and the holders of all liens and mortgages affecting any of the condominium parcels execute and duly record an instrument terminating the condominium

property, or if "major damage" occurs as defined in the insurance clauses hereunder, said property shall be deemed to be subject to termination and thereafter owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner shall then become the percentage of the undivided interest previously owned by such owner in the common elements.

XV. Equitable relief

In the event of major damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit owner shall have the right to petition a court of equity having jurisdiction in and for Dade County, Florida, for equitable relief, which may, but need not necessarily include a termination of the condominium and a partition.

XVI. Limitation of liability

- (A) The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.
- (B) The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

XVII. Liens

- (A) With the exception of liens which may result from the initial construction of this condominium, no liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.
- (B) Unless a unit owner has expressly requested or consented to work being performed or materials being furnished to his unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.
- (C) In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by paying the proportionate amount attributable to his condominium parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such condominium parcel.

XVIII. Remedies for violation

Each unit owner shall be governed by and conform with this Declaration and the By-Laws attached hereto. Failure to do so shall entitle the Association or any unit owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

XIX. Easements

- (A) Owners of units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their units over stairs, terraces, balconies, walks and other common elements.
- (B) All condominium property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachment no longer exists. If the condominium property be destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist.
- (C) Easements are reserved through the condominium property as may be required for utility service in order to serve the condominium adequately; provided, however, such easements through an apartment shall only be according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner. This provision is in no way intended to abridge any other rights or privileges granted to the Condominium Association hereunder.

XX. Membership in Association

- (A) PORT ROYALE CONDOMINIUM, INC., a non-profit Florida corporation, was chartered to perform the acts and duties desirable in connection with the management of the units and common elements defined and described in this Condominium Declaration, and to levy and enforce collection of assessments necessary to perform said acts and duties.
- (B) All unit owners shall automatically be members of the Association, and said membership shall terminate when they no longer own said units.
- (C) Owners of each unit shall collectively be entitled to one (1) vote, in accordance with voting privileges set forth in the By-Laws attached hereto as Exhibit 3.

XXI. Assessments

- (A) The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance for the common elements, plus operating and maintenance expenses,

lease payments for recreation facilities, cost of manager's apartment, if any, and other reasonable and necessary expenses.

- (B) The percentage of the annual assessment chargeable for each fiscal year against each unit is set forth in Exhibit 2. The annual assessment shall initially be broken into two (2) equal parts, payable in advance semi-annually, on the 1st day of January and July, but the Board of Directors has the power to establish other collection procedures. In addition, the Association has the power to levy special assessments against each unit in their respective percentages, if a deficit should develop in the treasury for the payment of common expenses.

XXII. Sale, Rental, Lease or Transfer

- (A) The Association shall have the option to purchase or lease any unit upon the same terms and conditions as are offered by the unit owner to any third person. Prior to the sale, rental, lease or transfer of any unit to any person other than the transferor's spouse or member of his immediate family, the unit owner shall notify the Board of Directors of the Association in writing, of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made and the terms and conditions thereof, and such other information as may be required by the Board of Directors. Failure to do so shall be deemed a breach hereof, and any transfer or lease in contravention of this Article in the Declaration shall be null and void and confer no right, title or interest to the intended purchaser, lessee or transferee. Within ten (10) days of receipt of said notice and such supplemental information as it requires, the Board of Directors shall either approve or disapprove of the proposed sale or transfer, in writing, and shall notify the owner of its decision. Failure by the Association to act within said ten (10) days shall be tantamount to its consent and can be established by means of affidavit attached to the deed conveying such apartment. Approval of the Association shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the Public Records of Dade County, Florida, at the expense of Purchaser, and if there be any other expense incurred by the Association in connection with such transaction, said expense will be borne and paid by Purchaser.
- (B) If the transaction be bona fide but the Board of Directors disapproves of same, the unit owner may, thirty (30) days before consummation of the proposed sale or transfer, give written notice to the Secretary of the Association of his intention to consummate the transaction on a certain date, and the price and terms thereof, and the Association shall promptly notify its members of the date, price and terms. The members of the Association shall have the right to purchase said parcel on the terms and conditions contained in the notice, if they so notify the Secretary of the Association in writing at least twenty (20) days before the date of the intended sale, which information the Association shall promptly forward to the owner. Thereupon, the selling unit

owner may either accept such offer or withdraw the offer specified in the notice to the Board. If no unit owner accepts the offer within said initial twenty (20) days, or if having accepted, fails to close the transaction within said thirty (30) days, such failure shall be deemed consent by the Association to the transaction specified in the notice and the offeror may consummate the transaction with the third party who made the original bona fide offer. In the event the member giving notice receives acceptance from more than one member, it shall be discretionary with the member giving notice to consummate the sale with whichever of the accepting members he chooses. If no written notice accepting the price and terms is received from any other member, the selling member may complete the sale on the day and at the price and terms given in his notice. To perfect the title in the transferee, an affidavit specifying the manner in which the terms hereof have been complied with shall be recorded with the deed conveying title.

In the event that the provisions of the foregoing sections shall be deemed invalid or illegal as a violation of the Rule Against Perpetuities, then in that event, the terms and conditions of the aforementioned Section XXII(A) and (B) shall expire twenty-one (21) years after the date of the execution of this instrument.

- (C) Units shall not be leased without the prior written approval of the Board of Directors. The Board shall have the right to require that a substantially uniform form of lease be used. Notwithstanding the lease of his unit, the liability of the unit owner shall continue. The Board must either approve or disapprove a lease within ten (10) days of receipt of a request for such approval, which request shall be accompanied by such information as the uniform regulations of the Association may from time to time require. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of Lessee.
- (D) Should any condominium unit or parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the owner of said condominium parcel through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, without prior offer to the Board of Directors or members, the provisions of the sub-paragraphs above to be inapplicable.
- (E) Notwithstanding any other provisions herein, this Article shall not be applicable to PORT ROYALE APARTMENTS, INC., RONDI CORP., SCHUSTER INTERNATIONAL CORP. and TAMDA CORP., which are submitting subject property to condominium ownership, and are hereby irrevocably empowered to sell, lease or rent condominium units to any lessees or purchasers without consent. The said declarants shall have the right to transact any business necessary to consummate sales of said units, including, but not limited to,

the right to maintain model apartments, have signs, employees in the offices, use the common elements and show apartments. Sales office signs and all items pertaining to sales shall not be considered common elements and remain the property of the Developer.

- (F) In the event there are unsold apartments, the Developer retains the right to be the owner of same until they are sold. The maintenance costs for the unsold apartments chargeable to the Developer until December 1, 1971, will be determined as follows: The total amounts charged for common expenses to apartment owners who have taken title to same will be deducted from the total common expenses as contemplated hereunder, and the difference will be paid by the Developer as its contribution to cover the common expenses for the unsold apartments. If there are any unsold apartments after December 1, 1971, the Developer will pay the same assessment for common expenses on each of said apartments as every other owner.

The first Board of Directors of the Condominium Association will remain in office, and the Developer will control the operation of the condominium property until all apartment units in same have been sold and closed; or until December 1, 1971, or until Developer elects to turn over control to the condominium parcel owners, whichever shall first occur. Upon any of said events, a special meeting for the purpose of electing interim directors will be held upon due and proper notice being given to all members as per the By-Laws. The interim election and all subsequent elections shall take place in accordance with the procedures set forth in the By-Laws as applicable to regular annual meetings.

XXIII. Obligations of members

In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

- (A) Promptly pay the assessments levied by the Association.
- (B) Maintain in good condition and repair his unit and all interior surfaces within or surrounding his apartment unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.
- (C) Not use or permit the use of his unit for any purpose other than as a single family residence for himself and members of his family and social guests, and maintain his unit in a clean and sanitary manner.
- (D) Not keep pets, birds or other animals in his unit or the common elements unless permitted by the rules and regulations promulgated by the Condominium Association and only in accordance with the provisions of said rules and regulations.

- (E) Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.
- (F) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him do likewise.
- (G) Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building.
- (H) Allow the Board of Directors or the agents and employees of the Association or the management company to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with this Condominium Declaration.
- (I) Show no sign, advertisement or notice of any type on the common elements or his unit, and erect no exterior antennas and aerials except as provided in uniform regulations promulgated by the Association.
- (J) Not allow any children under fourteen (14) years of age to reside on the premises except as permitted by the uniform regulations established from time to time by the Association.
- (K) Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians, authorized to do such work by the management company or the Association. Plumbing and electrical repairs within a unit shall be the financial obligation of the owners of the unit and paid for for^hwith, whereas the corporation shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.
- (L) Return the "condominium parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against his condominium parcel. For the purposes of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire condominium, including land and improvements, as has been assigned

to said unit in this Condominium Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

- (M) Use no parking space except as specifically assigned to him. The Developer has the right to make the initial assignment of parking spaces, but if it fails to exercise such right, the Association may do so. Once parking spaces have been assigned, they may not be changed without written re-assignment by the Association.

XXIV. Enforcement of maintenance

In the event the owner of a unit fails to maintain it as required herein, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed in a Court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition, and to collect such assessment and have a lien for same as is otherwise provided herein. After such assessment, the Association shall have the right, for its employees or agents, to enter the unit and do the necessary work to enforce compliance with the above provisions.

XXV. Limited common elements

There may be limited common elements appurtenant to units in this condominium, as reflected by the condominium survey, such as patios and balconies, and parking spaces which will be specifically designated. These limited common elements are reserved for the use of the units to which they are appurtenant or assigned to the exclusion of other units, and there shall pass with a unit as appurtenant thereto the exclusive right to use the limited common elements so appurtenant or assigned. Expenses of maintenance and repair relating to such limited common elements shall be borne by and assessed against the individual unit owner owning same. Any expenses of maintenance, repair or replacement shall be treated as and paid for as a part of the common expenses of the Association. Exterior surfaces of patios and balconies shall be treated as common elements.

XXVI. Insurance

- (A) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the condominium, together with such other insurance as the Association deems necessary in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, in a company with an "A" rating or better, in an amount which shall be equal to the maximum insurable replacement value as determined annually; and the premiums for such coverage and other expenses in connection with said insurance shall be assessed against the unit owners as part of the common expenses. The named insured shall be the Association, individually and as agent for the apartment owners, without naming them, and as agent for their mortgagees.

Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

(B) Coverage

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

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

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

(3) Workmen's compensation policy to meet the requirements of law.

(4) Such other insurance as the Board of Directors of the Association shall determine from time to time desirable.

(C) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

(D) Insurance Trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee, which shall be designated by the Board of Directors and which shall be any bank or trust company in Florida with trust powers. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such

proceeds as are paid and to 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:

- (1) Common elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.
 - (2) Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:
 - (a) 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 Association.
 - (b) When the building is not to be restored - An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.
 - (3) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; 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, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.
- (E) 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:
- (1) Expense of the trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.
 - (2) 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, remittance 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.

- (3) 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.
- (4) 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 as to the names of the apartment owners and their respective shares of the distribution.
- (F) Association as agent. The association is hereby irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- (G) Unit owners obligation. Each unit owner has the obligation to purchase public liability insurance to protect himself against claims due to accidents within his unit, and shall purchase casualty insurance on the contents within said unit.

XXVII. Reconstruction or repair after casualty

- (A) Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:
- (1) Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.
- (2) Apartment building.
- (a) Lesser damage. If the damaged improvement is the apartment building, and if apartments to which 75% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty, it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.
- (b) Major damage. If the damaged improvement is the apartment building, and if apartments to which more than 75% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the

damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty, the owners of 75% of the common elements agree in writing to such reconstruction or repair.

- (3) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.
- (B) Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.
- (C) Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.
- (D) Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- (E) Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all apartment owners in proportion to their shares in the common elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the apartment owners in the case of damage to common elements, in sufficient amounts to provide funds 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 common elements shall be in proportion to the owner's share in the common elements.
- (F) Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance

Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

- (1) Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, 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 disburse the same in payment of the costs of reconstruction and repair.
- (2) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessment 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 and order:
 - (a) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, 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.
 - (b) Association - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, 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.
 - (c) 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 mortgagee endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.
 - (d) Surplus. It shall be presumed that the first monies 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.

- (e) 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. Instead, the Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating 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 a payee of any distribution of insurance proceeds to a unit owner; 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 upon disbursements in payment of costs of reconstruction and repair.

XXVIII. Lease to Recreation Facility

- (A) The Condominium Association, PORT ROYALE CONDOMINIUM, INC., as Lessee, has entered into a Lease of certain recreation facilities, a copy of which is attached hereto and made a part hereof. Each unit owner shall be bound by the terms and conditions thereof, and specific attention is called to same. Said Lease is a "net" lease, and provides that in addition to the basic rental, Lessee shall pay all taxes, maintenance and insurance on said facilities. It permits each unit owner the right, privilege and access to the recreational facilities, and has been entered into for the benefit of all unit owners, and the expenses and undertakings of Lessee therein are hereby deemed to be common expenses as defined herein. It shall be mandatory that each unit owner make his pro rata rental payment, as aforesaid, in order to keep said Lease in force and effect, regardless of whether said unit owner uses said recreational facilities.

- (B) Each unit owner is a party to said Lease for the purpose of guaranteeing the full and faithful performance by that unit owner of his obligation, and to guarantee his pro rata payment of the rental due to the Condominium Association, as assessed against him as part of the common expense of the Condominium Association. If said rental is not paid by the unit owner when due, the Association and the Lessor of the recreational facilities shall have a lien on each condominium parcel for any such unpaid assessment, enforceable in the same manner as are other liens referred to in the Condominium Act, Chapter 711, Florida Statutes, and all the By-Laws and Exhibits attached hereto. Any lien rights contemplated hereunder shall be subordinate and inferior to any lien or encumbrance of institutional mortgages, existing or to be hereafter placed, and such liens shall only become effective upon the recording of a specific lien among the Public Records of Dade County, Florida. If an institution shall acquire title to any units at any judicial sale, it shall not be obligated for the payment of any past due assessments on said recreation area.
- (C) No provision hereunder shall create any obligation on the part of any institutional mortgagee which acquires title to any condominium parcel, either by foreclosure or deed in lieu thereof, to make any payments of the rental due or to carry out any obligations under said lease. This abatement of rent and relief, however, shall cease upon said parcel being occupied by the mortgagee who has become the owner, or until it be rented or sold by said mortgagee. Any grantee from said institutional mortgagee shall acquire his title to said parcel subject to the same obligation for rent and all the other terms and conditions hereof which apply to all other condominium parcel owners. Although there is no responsibility on the part of an institutional mortgagee to the Lessor or the Condominium Association to obtain from its grantee the formal assumption agreement hereinbefore referred to, its failure to obtain and deliver same to the Lessor shall not relieve the grantee from his obligation to pay or perform hereunder, said grantee acquiring his title subject to the terms and conditions hereof. All provisions in this Declaration which are contrary hereto are hereby modified and amended to conform herewith.
- (D) In order that the Lessor under said Lease shall have the right to inspect the leased premises, such Lessor shall have the right to go on, under and across the common elements of this condominium in order to conduct its business and make the inspections permitted under said Lease.
- (E) In the event of major damage to the condominium property, as defined above, Lessor shall have a lien on the insurance proceeds to secure the payment of rent due thereunder, which lien is inferior to the rights of mortgagees as defined herein.

XXIX. Apartment for resident manager

To provide for management of the condominium in as efficient a manner as possible, it may be necessary that

there be a resident manager. The Recreation Lease attached hereto leases, lets and demises to the Association an apartment for the use of a resident manager, if necessary, on terms and conditions therein set forth.

XXX. Miscellaneous

- (A) If any provisions of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration, the By-Laws attached hereto, or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.
- (B) Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by certified mail at their place of residence in the condominium building, unless the unit owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered by certified mail at the primary office of the Association, at 6969 Collins Avenue, Miami Beach, Florida. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.
- (C) The Remedy for Violation provided for by Section 23 of the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to bring Court action to bring about the compliance with the law, this Declaration and the By-Laws, upon a finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing such action, as determined by the Court.
- (D) Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner, and the term "Association" as defined in Article I hereof is used synonymously with "corporation" and refers to PORT ROYALE CONDOMINIUM, INC.

XXXI. Recreation Units Boundaries

The recreation units shall include that part of the building which lies within the following boundaries:

- (A) Upper and Lower Boundaries of the Portion of the Recreation Units Located within the Second and Third Floors of the Building. The upper and lower boundaries of the portion of the recreation units located within the Second and Third floors of the Building shall be the following boundaries extended to an intersection

with the perimetrical boundaries:

- (1) Upper Boundary. The horizontal plane of the undecorated finished ceiling.
 - (2) Lower Boundary. The horizontal plane of the undecorated finished floor.
- (B) Perimetrical Boundaries of the portion of the Recreation Units located within the Second and Third Floors of the Building. The perimetrical boundaries of the portion of the recreation units located within the Second and Third Floors of the Building shall be the vertical plane of the undecorated finished interior of the walls extended to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony or terrace, such boundaries shall include the balcony or terrace.
- (C) Upper and Lower Boundaries of the portion of the Recreation Units located on the Penthouse Floor of the Building. The upper and lower boundaries of the portion of the recreation units located on the penthouse floor of the Building shall be the following boundaries extended to an intersection with the perimetrical boundaries:
- (1) Upper Boundary. The horizontal plane of the undecorated finished roof of the Solaria.
 - (2) Lower Boundaries. The horizontal plane of the undecorated undersurface of the floor slab.
- (D) Perimetrical Boundaries of the portion of the Recreation Units located on the Penthouse Floor of the Building. The perimetrical boundaries of the portion of the recreation units located on the penthouse floor of the building shall be the vertical plane of the finished exterior surface of the exterior walls bounding the Solaria extended to intersections with each other and with the upper and lower boundaries.
- (E) Boundaries of Pool Deck Recreation Unit, including Pool. Boundaries of the Recreation Units located on the Pool Deck on the easterly portion of the Condominium Property are graphically described in Exhibits 1, sheets 3 and 4 of II, attached, and includes the Pool and Pumproom. The upper boundary is the horizontal plane fourteen feet, six inches (14'-6") above the finished exterior surface of the Pool Deck.

IN WITNESS WHEREOF, PORT ROYALE APARTMENTS, INC., RONDI CORP., SCHUSTER INTERNATIONAL CORP. and TAMDA CORP., all Florida corporations, have hereunto set their corporate hands and seals this 25th day of February, 1971.

Signed, Sealed & Delivered in the presence of:

Ronald Sawyer
[Signature]

Marian Richards
Suzanne A. Barchant
(As to Ruth Wolofsky)
Janice Lynn
Marcia Goldfarb
(As to Martin B. Shapiro)

Janice Lynn
Marcia Goldfarb

Marian Richards
Suzanne A. Barchant
(As to Esther Wolofsky)
Janice Lynn
Marcia Goldfarb
(As to Martin B. Shapiro)

PORT ROYALE APARTMENTS, INC., a Florida corporation
By: [Signature]
President

Attest: [Signature]
Secretary

RONDI CORP., a Florida corporation
By: [Signature]
President

Attest: [Signature]
Assistant Secretary

SCHUSTER INTERNATIONAL CORP., a Florida corporation
By: [Signature]
President

Attest: [Signature]
Asst. Secretary

TAMDA CORP., a Florida corporation
By: [Signature]
President

Attest: [Signature]
Assistant Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, duly authorized by law to administer oaths and take acknowledgments, NATHAN SCHREIBER and LOUIS SCHREIBER, as President and Secretary, respectively, of PORT ROYALE APARTMENTS, INC., a Florida corporation, and they acknowledged before me that they executed the foregoing Declaration as such officers, as the act and deed of said corporation, for the uses and purposes therein expressed.

WITNESS my hand and official seal at Miami, said County and State, this 25th day of February, 1971.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 8, 1974
BONDED THROUGH FRED W. DIESTELHORST

[Signature]
Notary Public, State of Florida at Large



CANADA)
PROVINCE OF QUEBEC) SS:
COUNTY OF MICHILINGHAM)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, duly authorized by law to administer oaths and take acknowledgments, RUTH WOLOFSKY, as President of RONDI CORP., a Florida corporation, and she acknowledged before me that she executed the foregoing Declaration as such officer, as the act and deed of said corporation, for the uses and purposes therein expressed.

WITNESS my hand and official seal at Montreal, Quebec, Canada, this 24th day of February, 1971.

My Commission Expires:
FOR LIFE

[Signature]
Notary For the Province of Quebec



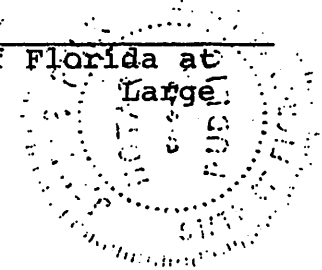
STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, duly authorized by law to administer oaths and take acknowledgments, MEL SCHUSTER and MARTIN B. SHAPIRO, as President and Assistant Secretary, respectively, of SCHUSTER INTERNATIONAL CORP., A Florida corporation, and they acknowledged before me that they executed the foregoing Declaration as such officers, as the act and deed of said corporation, for the uses and purposes therein expressed.

WITNESS my hand and official seal at Miami, said County and State, this 25th day of February, 1971.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 8, 1974
BONDED THROUGH FRED W. DIESTELHORST

[Signature]
Notary Public, State of Florida at Large



CANADA
Province of Quebec)
County of Hochelaga) SS:

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, duly authorized by law to administer oaths and take acknowledgments, ESTHER WOLOFSKY, as President of TAMDA CORP., a Florida corporation, and she acknowledged before me that she executed the foregoing Declaration as such officer, as the act and deed of said corporation, for the uses and purposes therein expressed.

WITNESS my hand and official seal at Montreal, Quebec Canada this 24th day of February, 1971.

My Commission Expires:
FOR LIFE

[Signature]
Notary for the Province of Quebec



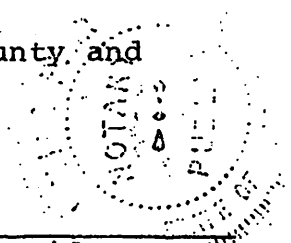
STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, duly authorized by law to administer oaths and take acknowledgments, MARTIN B. SHAPIRO, as Assistant Secretary of Rondi Corp. and TAMDA Corp., Florida corporations, and he acknowledged before me that he executed the foregoing Declaration as such officer, as the act and deed of said corporations, for the uses and purposes therein expressed.

WITNESS my hand and official seal at Miami, said County and State, this 25th day of February, 1971.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 8, 1974
BONDED THROUGH FRED W. DIESTELHORST

[Signature]
Notary Public, State of Florida at Large



JOINDER OF MORTGAGEE

DADE FEDERAL SAVINGS AND LOAN ASSOCIATION OF MIAMI, the owner and holder of a Mortgage encumbering the property described in Article V hereof, recorded under Clerk's File No. 69R 177651 of the Public Records of Dade County, Florida, to the extent that 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.

Signed, Sealed and Delivered in the Presence of:

Ronald Lipton
M.L. Clements

DADE FEDERAL SAVINGS AND LOAN ASSOCIATION OF MIAMI

By: *Ronald Lipton*

Attest: *M.L. Clements*

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

BEFORE ME, personally appeared Ronald Lipton and M.L. Clements, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above-named DADE FEDERAL SAVINGS AND LOAN ASSOCIATION OF MIAMI, and severally acknowledged to and before me that they executed such instrument as such officers and that the seal affixed to the foregoing instrument is the seal of said institution and that it was affixed to said instrument by due and regular authority, and that said instrument is the free act and deed of said institution.

WITNESS my hand and official seal this 2nd day of March, 1971.

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
~~MY COMMISSION EXPIRES AUG. 26, 1974~~

Edwill Roubage
Notary Public, State of Florida at Large

EXHIBIT 2:

and Common Surplus

The undivided interest in the common expenses hereby established and which shall be conveyed with each respective condominium unit is as follows:

CONDOMINIUM UNIT AND PARCEL

- APT TYPE "A": Numbers 301, 401, 501, 601, 701, 801, 901, 1001, 1101, 1201, and 1401
UNDIVIDED INTEREST -- 0.00412 per each apartment
- APT TYPE "A" PENTHOUSE: Number 1501 UNDIVIDED INTEREST -- 0.00412
- APT TYPE "B": Numbers 402, 502, 602, 702, 802, 902, 1002, 1102, 1202, and 1402
UNDIVIDED INTEREST -- 0.00523 per each apartment
- APT TYPE "B" PENTHOUSE: Number 1502 UNDIVIDED INTEREST -- 0.00523
- APT TYPE "C": Numbers 303, 403, 503, 603, 703, 803, 903, 1003, 1103, 1203, and 1403
UNDIVIDED INTEREST -- 0.00642 per each apartment
- APT TYPE "C" PENTHOUSE: Number 1503 UNDIVIDED INTEREST -- 0.00638
- APT TYPE "D": Numbers 304, 404, 504, 604, 704, 804, 904, 1004, 1104, 1204, and 1404
UNDIVIDED INTEREST -- 0.00642 per each apartment
- APT TYPE "D" PENTHOUSE: Number 1504 UNDIVIDED INTEREST -- 0.00638
- APT TYPE "E": Numbers 305, 405, 505, 605, 705, 805, 905, 1005, 1105, 1205, and 1405
UNDIVIDED INTEREST -- 0.00640 per each apartment
- APT TYPE "E" PENTHOUSE: Number 1505 UNDIVIDED INTEREST -- 0.00640
- APT TYPE "F": Numbers 306, 406, 506, 606, 706, 806, 906, 1006, 1106, 1206, and 1406
UNDIVIDED INTEREST -- 0.00642 per each apartment
- APT TYPE "F" PENTHOUSE: Number 1506 UNDIVIDED INTEREST -- 0.00640
- APT TYPE "G": Numbers 307, 407, 507, 607, 707, 807, 907, 1007, 1107, 1207, and 1407
UNDIVIDED INTEREST -- 0.00618 per each apartment
- APT TYPE "G" PENTHOUSE: Number 1507 UNDIVIDED INTEREST -- 0.00640
- APT TYPE "H": Numbers 308, 408, 508, 608, 708, 808, 908, 1008, 1108, 1208, and 1408
UNDIVIDED INTEREST -- 0.00642 per each apartment
- APT TYPE "H" PENTHOUSE: Number 1508 UNDIVIDED INTEREST -- 0.00640
- APT TYPE "J": Numbers 309, 409, 509, 609, 709, 809, 909, 1009, 1109, 1209, and 1409
UNDIVIDED INTEREST -- 0.00640 per each apartment
- APT TYPE "J" PENTHOUSE: Number 1509 UNDIVIDED INTEREST -- 0.01338
- APT TYPE "K": Numbers 310, 410, 510, 610, 710, 810, 910, 1010, 1110, 1210, and 1410
UNDIVIDED INTEREST -- 0.00642 per each apartment
- APT TYPE "K" PENTHOUSE: Number 1510 UNDIVIDED INTEREST -- 0.01343
- APT TYPE "L": Numbers 311, 411, 511, 611, 711, 811, 911, 1011, 1111, 1211, and 1411
UNDIVIDED INTEREST -- 0.00642 per each apartment
- APT TYPE "M": Numbers 312, 412, 512, 612, 712, 812, 912, 1012, 1112, 1212, and 1412
UNDIVIDED INTEREST -- 0.00642 per each apartment
- APT TYPE "N": Numbers 314, 414, 514, 614, 714, 814, 914, 1014, 1114, 1214, and 1414
UNDIVIDED INTEREST -- 0.00566 per each apartment
- APT TYPE "P": Numbers 315, 415, 515, 615, 715, 815, 915, 1015, 1115, 1215, and 1415
UNDIVIDED INTEREST -- 0.00568 per each apartment

PREPARED BY:
ZURWELLE-WHITTAKER, INC.
LAND SURVEYORS
MIAMI BEACH, FLORIDA
ORDER NO. 71-100 Feb. 15, 1971

PORT ROYALE CONDOMINIUM

EXHIBIT 2:

The undivided interest in the common elements hereby established and which shall be conveyed with each condominium unit and each recreational unit is as follows:

CONDOMINIUM UNIT AND PARCEL AND RECREATIONAL UNIT

APT TYPE "A": Numbers 301, 401, 501, 601, 701, 801, 901, 1001, 1101, 1201, and 1401
UNDIVIDED INTEREST -- 0.00376 per each apartment

APT TYPE "A" PENTHOUSE: Number 1501 UNDIVIDED INTEREST -- 0.00376

APT TYPE "B": Numbers 302, 402, 502, 602, 702, 802, 902, 1002, 1102, 1202, and 1402
UNDIVIDED INTEREST -- 0.00478 per each apartment

APT TYPE "B" PENTHOUSE: Number 1502 UNDIVIDED INTEREST -- 0.00478

APT TYPE "C": Numbers 303, 403, 503, 603, 703, 803, 903, 1003, 1103, 1203, and 1403
UNDIVIDED INTEREST -- 0.00587 per each apartment

APT TYPE "C" PENTHOUSE: Number 1503 UNDIVIDED INTEREST -- 0.00583

APT TYPE "D": Numbers 304, 404, 504, 604, 704, 804, 904, 1004, 1104, 1204, and 1404
UNDIVIDED INTEREST -- 0.00587 per each apartment

APT TYPE "D" PENTHOUSE: Number 1504 UNDIVIDED INTEREST -- 0.00583

APT TYPE "E": Numbers 305, 405, 505, 605, 705, 805, 905, 1005, 1105, 1205, and 1405
UNDIVIDED INTEREST -- 0.00585 per each apartment

APT TYPE "E" PENTHOUSE: Number 1505 UNDIVIDED INTEREST -- 0.00585

APT TYPE "F": Numbers 306, 406, 506, 606, 706, 806, 906, 1006, 1106, 1206, and 1406
UNDIVIDED INTEREST -- 0.00587 per each apartment

APT TYPE "F" PENTHOUSE: Number 1506 UNDIVIDED INTEREST -- 0.00585

APT TYPE "G": Numbers 307, 407, 507, 607, 707, 807, 907, 1007, 1107, 1207, and 1407
UNDIVIDED INTEREST -- 0.00564 per each apartment

APT TYPE "G" PENTHOUSE: Number 1507 UNDIVIDED INTEREST -- 0.00585

APT TYPE "H": Numbers 308, 408, 508, 608, 708, 808, 908, 1008, 1108, 1208, and 1408
UNDIVIDED INTEREST -- 0.00587 per each apartment

APT TYPE "H" PENTHOUSE: Number 1508 UNDIVIDED INTEREST -- 0.00585

APT TYPE "J": Numbers 309, 409, 509, 609, 709, 809, 909, 1009, 1109, 1209, and 1409
UNDIVIDED INTEREST -- 0.00585 per each apartment

APT TYPE "J" PENTHOUSE: Number 1509 UNDIVIDED INTEREST -- 0.01217

APT TYPE "K": Numbers 310, 410, 510, 610, 710, 810, 910, 1010, 1110, 1210, and 1410
UNDIVIDED INTEREST -- 0.00587 per each apartment

APT TYPE "K" PENTHOUSE: Number 1510 UNDIVIDED INTEREST -- 0.01223

APT TYPE "L": Numbers 311, 411, 511, 611, 711, 811, 911, 1011, 1111, 1211, and 1411
UNDIVIDED INTEREST -- 0.00587 per each apartment

APT TYPE "M": Numbers 312, 412, 512, 612, 712, 812, 912, 1012, 1112, 1212, and 1412
UNDIVIDED INTEREST -- 0.00587 per each apartment

APT TYPE "N": Numbers 314, 414, 514, 614, 714, 814, 914, 1014, 1114, 1214, and 1414
UNDIVIDED INTEREST -- 0.00517 per each apartment

APT TYPE "P": Numbers 315, 415, 515, 615, 715, 815, 915, 1015, 1115, 1215, and 1415
UNDIVIDED INTEREST -- 0.00519 per each apartment

RECREATIONAL UNIT "A": UNDIVIDED INTEREST -- 0.04334

RECREATIONAL UNIT "B": UNDIVIDED INTEREST -- 0.00108

PORT ROYALE CONDOMINIUM

EXHIBIT 2:

The undivided interest in the common elements hereby established and which shall be conveyed with each condominium unit and each recreational unit is as follows:

CONDOMINIUM UNIT AND PARCEL AND RECREATIONAL UNIT

RECREATIONAL UNIT "C":	UNDIVIDED INTEREST	--	0.00107
RECREATIONAL UNIT "D":	UNDIVIDED INTEREST	--	0.01176
RECREATIONAL UNIT "E":	UNDIVIDED INTEREST	--	0.00597
RECREATIONAL UNIT "F":	UNDIVIDED INTEREST	--	0.00641
RECREATIONAL UNIT "G":	UNDIVIDED INTEREST	--	0.00601
RECREATIONAL UNIT "H":	UNDIVIDED INTEREST	--	0.00573

PREPARED BY:
ZURWELLE-WHITTAKER, INC.
LAND SURVEYORS
MIAMI BEACH, FLORIDA
ORDER NO. 71-100 Feb. 15, 1971

Sheet 11 of 11

Exhibit 3

BY-LAWS
OF
PORT ROYALE CONDOMINIUM, INC.,
A Non-Profit Florida Corporation

ARTICLE IGENERAL

Section 1. The Name: The name of the corporation shall be PORT ROYALE CONDOMINIUM, INC.

Section 2. The Principal Office: The principal office of the corporation shall be 6969 Collins Avenue, Miami Beach, Florida, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the corporation shall be kept thereat.

Section 3. Definition: As used herein, the term "corporation" shall be the equivalent of "association" as defined in the Condominium Declaration, and the words "property", "unit owner", and "condominium" are defined as set forth in the Condominium Declaration, etc. of the corporation, to which these By-Laws are attached.

ARTICLE IIDIRECTORS

Section 1. Number and Term: The number of directors which shall constitute the whole board shall be not less than three (3) nor more than nine (9). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected to serve for the term of one (1) year, or until his successor shall be elected and shall qualify. The first Board of Directors shall have three (3) members. The original directors shall serve as long as Port Royale Apartments, Inc. is the owner of any condominium parcel in said condominium, or until it elects to terminate its control of the condominium, whichever shall first occur.

Section 2. Vacancy and Replacement: If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed for cause by an affirmative vote of a majority of the qualified votes of members. No director shall continue to serve on the Board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

Section 4. First Board of Directors: The first Board of Directors shall consist of SIDNEY WOLOFSKY, LOUIS SCHREIBER and MEL SCHUSTER, who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, however, that any or all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers: The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A. To make and collect regular and special assessments and establish the time within which payment of same are due.

B. To use and expend the assessments collected to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners.

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

D. To enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.

E. To insure and keep insured said condominium property in the manner set forth in the Declaration, against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration.

G. To employ and compensate such personnel as may be required for the maintenance and preservation of the property.

H. To make reasonable rules and regulations for the occupancy of the condominium parcels.

I. To acquire and/or rent and/or lease a condominium parcel in the name of the corporation or a designee.

J. To contract for management of the condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Condominium documents to have specific approval of the Board of Directors or membership.

K. To carry out the obligations of the Association under any restrictions and/or covenants running with any land submitted to the Condominium ownership of this Association or its members.

L. To enter into a lease for recreation facilities for the use and benefit of the members, the cost of which shall be chargeable to them as common expense.

Section 6. Compensation: Neither directors nor officers shall receive compensation for their services as such.

Section 7. Meetings:

A. The first meeting of each board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

B. Special meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the directors may waive notice of the calling of the meeting.

C. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 8. Order of Business: The order of business at all meetings of the Board shall be as follows:

- A. Roll call;
- B. Reading of Minutes of last meeting;
- C. Consideration of communications;
- D. Resignations and elections;
- E. Reports of officers and employees;
- F. Reports of committees;
- G. Unfinished business;
- H. Original resolutions and new business;
- I. Adjournment.

Section 9. Annual Statement: The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and condition of the corporation, including a report of the operating expenses of the corporation and the assessments paid by each member.

ARTICLE III

OFFICERS

Section 1. Executive Officers: The executive officers of the corporation shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. The President shall be a director ex officio, unless elected by the Board. If the Board so determines, there may be more than one Vice-President.

Section 2. Subordinate Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors

and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer.

Section 4. The President:

A. If present, the President shall be Chairman of and shall preside at all meetings of the members and directors; he shall have general and active management of the business of the corporation except that which is delegated; shall see that all orders and resolutions of the Board are carried into effect; and shall execute bonds, mortgages and other contracts requiring a seal of the corporation. The seal, when affixed, shall be attested by the signature of the Secretary.

B. He shall have general superintendence and direction of all the other officers of the corporation, and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the corporation for the fiscal year to the Directors (whenever called for by them) and to the members at the annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the corporation may require be brought to their notice.

D. He shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice-President: The Vice-President shall be vested with all the powers and required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Directors.

Section 6. The Secretary:

A. The Secretary shall keep the minutes of meetings of the members and of the Board of Directors in one or more books provided for that purpose;

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the Post Office address of each member, which shall be furnished to the Secretary by such member;

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors;

B. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation;

C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 8. Vacancies: If the office of any Director, or of the President, Vice-President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term. If the number of Directors falls below the minimum provided for in these By-Laws, a special members' meeting shall be called for the purpose of filling such vacancies in the Board of Directors.

Section 9. Resignations: Any Director or other officer may resign his office at any time, in writing, which shall take effect from the time of its receipt by the corporation, unless some other time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. Definition: Each parcel (apartment) owner shall be a member of the corporation, and membership in the corporation shall be limited to owners of condominium parcels.

Section 2. Transfer of Membership and Ownership: Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel, and his undivided interest in the common elements of the condominium, and such transfer shall be subject to the procedures set forth in the Declaration.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporate membership shall be held at the office of the corporation or such other place as may be stated in the notice.

Section 2. Annual Meeting:

A. The first annual meeting of members shall be held at 2:00 P.M. on the first Friday in April in each year commencing in 1971 to elect directors and transact such business as properly comes before the meeting; provided, however, that such meeting will not be held until and unless all apartments (parcels) within all buildings in this condominium have been sold. If same have not been sold by the first Friday in April, 1971, the first Board of Directors will notify all members that such meeting has been postponed, and that it will be re-scheduled at a later date. If same be re-scheduled, the Directors elected at the first annual meeting and the officers who will be elected as a result of the Directors' meeting will hold office until the annual meeting in April, 1971.

B. Regular annual meetings subsequent to 1971 shall be held on the first day of April in each year, if not a legal holiday, and if a legal holiday, then on the next secular day following.

C. All annual meetings shall be held at the hour of 2:00 P.M.

D. At the annual meeting, the members, by a plurality vote (cumulative voting prohibited) shall elect a Board of Directors and transact such other business as may properly come before the meeting.

E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereafter at such address as appears on the books of the corporation, at least ten (10) days prior to the meeting.

F. If the date of the annual meeting falls on a Saturday or Sunday, then the annual meeting shall be held on the first Monday immediately following.

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by apartment units, with residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the corporation, and shall be open to examination by any member throughout such time.

Section 4. Special Meetings:

A. Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of one-third (1/3) of the members. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a Special Meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least five (5) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum: Fifty-One per cent (51%) of the total number of members of the corporation, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation or of these By-Laws a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote: All unit owners shall be entitled to one (1) vote. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If more than one (1) person or a corporation own an apartment (parcel), they shall file a certificate with the Secretary naming the person authorized to cast votes for said apartment. If same is not on file, the vote of such owner shall not be considered, nor shall the presence of said owners at a meeting be considered in determining whether the quorum requirement has been met. Corporations shall have the right to membership in the Association.

Section 8. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business: The order of business at annual members' meetings and as far as practical at other members' meetings, will be:

1. Election of Chairman;
2. Roll Call;
3. Proof of Notice of Meeting or Waiver of Notice;
4. Reading of Minutes of Prior Meeting;
5. Officers' Reports;
6. Committee Reports;
7. Elections;
8. Unfinished Business;
9. New Business;
10. Adjournment.

ARTICLE VINOTICES

Section 1. Definition: Whenever under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the corporation.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address: The address for notice of the corporation is 6969 Collins Avenue, Miami Beach, Florida.

ARTICLE VIIFINANCES

Section 1. Fiscal Year: The fiscal year shall be the calendar year.

Section 2. Checks: All checks or demands for money and notes of the corporation shall be signed by any one of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors by resolution may require more than one (1) signature.

Section 3. Determination of Assessments:

A. The Board of Directors of the corporation shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the condominium property. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, all charges for the rental by the Association of recreation facilities, costs of carrying out the powers and duties of the corporation, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as common expense from time to time by the Board of Directors of the corporation. The Board of Directors is specifically empowered on behalf of the corporation to make and collect assessments; to lease recreation facilities and to maintain, repair and replace the common elements and the limited common elements of the condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses provided in the Declaration. Said assessments shall be payable as provided in the Condominium Declaration. Special Assessments, which should be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular assessments.

B. When the Board of Directors has determined the amount of any assessment, the Secretary-Treasurer of the corporation shall mail or present a statement of the assessment to each of the owners. All assessments shall be payable to the corporation, and upon request, the Secretary-Treasurer shall give a receipt for each payment made.

C. The Board of Directors may authorize the President to enter into a management contract with third parties to whom the power to levy and collect assessments and do other acts and things referred to herein or in the Declaration or Articles of Incorporation may be delegated.

D. Notwithstanding anything in these By-Laws or the Condominium Declaration which authorize expenditures, no expenditure for the improvement of the common elements exceeding \$5,000.00 per annum shall be made without the approval of seventy-one (71%) per cent of the membership, except for the repair of the condominium property due to casualty loss.

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the word "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, or otherwise.

ARTICLE VIII

HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the family units located in the property and the conduct of all residents thereof:

A. Condominium parcels shall be used only for residential purposes.

B. Unit owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such way as to be injurious to the reputation of the property.

C. The use of the condominium parcels shall be consistent with existing law and the Condominium Declaration to which these By-Laws become a part.

D. Common elements shall not be obstructed, littered, defaced, or misused in any manner.

E. No structural changes or alterations shall be made in any unit without prior written consent of the Board of Directors and mortgagee holding a mortgage on said unit.

F. The owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of a building, and no sign, awning, shutter or antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without the prior consent of the Condominium Association.

G. No outdoor clothes lines may be erected, and nothing shall be hung out or exposed on any part of the common elements.

H. Common walks, park area and other common elements shall be kept free from rubbish, debris and other unsightly materials, and shall not be obstructed, littered, defaced or misused in any manner.

I. No "for sale" or "for rent" signs or other window displays or advertising is permitted on any part of the condominium property or in any condominium parcel, except that the corporation submitting said property to condominium use and any mortgagee who may become the owner of a condominium parcel has such right to exhibit signs.

ARTICLE IX

DEFAULT

In the event a unit owner does not pay any sums, charges, or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments or take such other action to recover the sums, charges, or assessments to which it is entitled, in accordance with the Declaration and the statutes made and provided.

If the corporation becomes the owner of a unit by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of subject unit.

In the event of violation of the provisions of the Declaration, corporate charter or By-Laws, as the same are or may hereafter be constituted, for thirty (30) days after notice from the Association to the unit owners to correct said breach or violation, the corporation, on its own behalf or by and through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, or may sue for damages, or take such other courses of action, or other legal remedy as it or they may deem appropriate.

In the event such legal action is brought against a unit owner and results in a judgment for the Plaintiff, the Defendant shall pay the Plaintiff's reasonable attorneys' fees and court costs.

Each unit owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation and regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of family units to give to the corporation a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from the owners of units, and to preserve each unit owner's right to enjoy his unit, free from unreasonable restraint and nuisance.

ARTICLE X

JOINT OWNERSHIP

Membership may be held in the name of more than one owner. In the event ownership is in more than one person, all of the joint owners shall be entitled collectively to only one voice or ballot in the management of the affairs of the corporation, and the vote may not be divided between plural owners. If the owners are unable to agree upon their ballot upon any subject at any meeting, they shall lose their right to vote on such subject; but, if all of said owners shall not be present at the meeting, either in person or by proxy, the one or ones so present shall cast the vote of all such owners.

ARTICLE XI

AMENDMENT

These By-Laws may only be altered, amended or added to at any duly called meeting of the members; provided (1) that the notice of the meeting shall contain a full statement of the proposed amendment; and (2) that the quorum requirement for such purposes shall be a majority of all the then members, in person or by proxy. In addition, it shall be necessary that there be an affirmative vote of unit owners holding three-fourths (3/4) of the qualified votes of members, as well as an affirmative vote of the Board of Directors, in order to amend the Declaration and By-Laws. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights and/or liabilities of any mortgagee.

ARTICLE XII

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

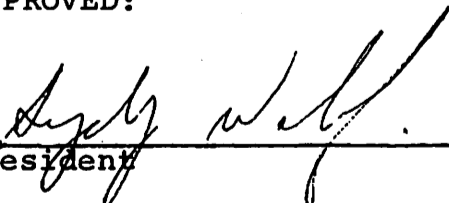
Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as the By-Laws of PORT ROYALE CONDOMINIUM, INC. at the first meeting of its Board of Directors.



 Secretary

APPROVED:



 President

Exhibit 4

ARTICLES OF INCORPORATION
OF
PORT ROYALE CONDOMINIUM, INC.
A Non-Profit Corporation

WE, the undersigned, for the purpose of forming a non-profit corporation in accordance with the laws of the State of Florida, acknowledge and file these Articles of Incorporation in the office of the Secretary of State of the State of Florida.

ARTICLE INAME

The name of this corporation shall be PORT ROYALE CONDOMINIUM, INC. For convenience, the corporation shall herein be referred to as the "Association".

ARTICLE IIPURPOSES AND POWERS

The purposes for which this corporation is formed are as follows:

- A. To form an "Association" as defined in the "Condominium Act" of the Statutes of the State of Florida, and as such to establish and collect assessments from the unit owners and members for the purpose of operating, maintaining, repairing, improving, reconstructing and administering the condominium property, and to perform the acts and duties desirable for apartment house management for the units and common elements in Port Royale Condominium located on Lots 4 and 5, Block 10, NORMANDY BEACH SOUTH, according to the Plat thereof, recorded in Plat Book 21, at Page 54, of the Public Records of Dade County, Florida.
- B. To carry out the duties and obligations and receive the benefits given the Association by the "Declaration of Condominium" of Port Royale Condominium.
- C. To establish by-laws for the operation of the condominium property; to provide for the form of administration of the Association and rules and regulations for governing same; and to enforce the provisions of the Condominium Act, the Condominium Declaration, these Articles and the By-Laws of the Association.
- D. To contract for the management of the Condominium and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.
- E. To lease recreation facilities and common elements.

To accomplish the foregoing purposes, the corporation shall have all of the common law and statutory corporate powers permitted under Florida Law, including the capacity to contract, bring suit and be sued, and those provided by the "Condominium Act" of the State of Florida and the Condominium Declaration of Port Royale Condominium. No part of the income of this corporation shall be distributed to the members, directors and officers of the corporation.

ARTICLE III

MEMBERS

Section 1. All unit owners of a condominium parcel in Port Royale Condominium shall automatically be members, and their memberships shall automatically terminate when they are no longer owners of a unit. If a member should sell his unit (apartment) under the provisions of the Declaration, the grantee from such member will automatically acquire membership in the Association. Membership certificates are not required and will not be issued.

Section 2. The owners of all condominium units (apartments) shall have one vote in all meetings, elections or deliberations of the Association. A corporation or individual with an interest in more than one unit may be designated the voting member for each unit in which it or he owns an interest.

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

ARTICLE IV

EXISTENCE

This corporation shall have perpetual existence.

ARTICLE V

SUBSCRIBERS

The names and addresses of the subscribers are as follows:

<u>NAME</u>	<u>ADDRESS</u>
SYDNEY WOLOFSKY	6969 Collins Avenue Miami Beach, Florida
LOUIS SCHREIBER	6969 Collins Avenue Miami Beach, Florida
MEL SCHUSTER	6969 Collins Avenue Miami Beach, Florida

ARTICLE VI

DIRECTORS

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The first Board of Directors shall have three (3) members, and in the future, the number will be determined from time to time in accordance with the provisions of the By-Laws of the corporation.

Section 2. Directors shall be elected by the voting members in accordance with the By-Laws at the regular annual meeting of the membership of the corporation, in the manner set out by the By-Laws. Directors shall be elected to serve for a term of one year. In the event of a vacancy, the elected directors may appoint an additional director to serve the balance of said year. The first election of directors shall not be held until all of the condominium units have been sold by Port Royale Apartments, Inc., or until it elects to terminate its control of the condominium, whichever shall first occur. The directors herein named shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

Section 3. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors as established by the By-Laws, to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the members a President, Vice-President, Secretary, Treasurer and such other officers as it shall deem desirable, consistent with the corporate By-Laws. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director.

ARTICLE VIIOFFICERS

Subject to the direction of the Board, the affairs of the Association shall be administered by the officers designated in the By-Laws, who shall serve at the pleasure of said Board of Directors. The names and addresses of the officers who shall serve until the first election following the first annual meeting of the Board of Directors are as follows:

<u>NAME</u>	<u>TITLE</u>
SYDNEY WOLOFSKY 6969 Collins Avenue Miami Beach, Florida	President
LOUIS SCHREIBER 6969 Collins Avenue Miami Beach, Florida	Vice-President & Treasurer
MEL SCHUSTER 6969 Collins Avenue Miami Beach, Florida	Secretary

ARTICLE VIIIFIRST BOARD OF DIRECTORS

The following persons shall constitute the first Board of Directors, and shall hold office and serve until their successors are elected at the first regular annual meeting of the members, subject to the provisions for continued directoral service as contained in Article VI:

<u>NAME</u>	<u>ADDRESS</u>
SYDNEY WOLOFSKY	6969 Collins Avenue Miami Beach, Florida
LOUIS SCHREIBER	6969 Collins Avenue Miami Beach, Florida
MEL SCHUSTER	6969 Collins Avenue Miami Beach, Florida

ARTICLE IXBY-LAWS

The By-Laws of this corporation shall be adopted by the first Board of Directors and attached to the Condominium Declaration to be filed in the Public Records of Dade County, Florida, which By-Laws may be altered, amended or rescinded at any duly called meeting of the members in the manner provided by the By-Laws.

ARTICLE XAMENDMENTS

Section 1. Proposals for the alteration, amendment or rescission of these Articles of Incorporation which do not conflict with the Condominium Act or Declaration of Condominium may be made by a majority of the Board of Directors or a majority of the voting members. Such proposals shall set forth the proposed alteration, amendment or rescission, shall be in writing, filed by the Board of Directors or a majority of members, and delivered to the President, who shall thereupon call a Special Meeting of the corporation not less than ten (10) days nor later than sixty (60) days from receipt of the proposed amendment, the notice for which shall be given in the manner provided in the By-Laws. An affirmative vote of seventy-five per cent (75%) of the Board of Directors, and an affirmative vote of seventy-five per cent (75%) of all qualified votes of members of the corporation shall be required for the requested alteration, amendment or rescission.

Section 2. Any voting member may waive any or all of the requirements of this Article as to notice by the Secretary or proposals to the President for alteration, amendment or rescission of these Articles, either before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

ARTICLE XIINDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer

is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officers may be entitled.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Miami, Dade County, Florida, this 19th day of February, 1971.

Signed, Sealed & Delivered in the presence of:

Marta Lopez
Larice Turner

Sydney Wolofsky (SEAL)
Louis Schreiber (SEAL)
Mel Schuster (SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, SYDNEY WOLOFSKY, LOUIS SCHREIBER and MEL SCHUSTER, to me well known and known to me to be the subscribers described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 19th day of February, 1971.

Marta Lopez
Notary Public
State of Florida at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MARCH 29, 1974
BONDED THRU FRED W. DIESTELHORST

Exhibit 5LONG-TERM LEASE

THIS LEASE, made and entered into this 25th day of February, 19 71, by and between PORT ROYALE APARTMENTS, INC., SCHUSTER INTERNATIONAL CORP., RONDI CORP. and TAMDA CORP., all Florida corporations, hereinafter referred to as "Lessor" (which term shall include their successors and assigns), and PORT ROYALE CONDOMINIUM, INC., a Florida Condominium Association, hereinafter referred to as "Lessee" (which term shall include its successors and assigns).

WITNESSETH:

That the Lessor and Lessee, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, as well as the respective obligations hereinafter contained, and the rents hereinafter provided for, have agreed as follows:

I.

DEMISE

Upon the terms and conditions hereinafter set forth, and in consideration for the payment from time to time by the Lessee of the rents hereinafter set forth, as well as the prompt performance by the Lessee of the covenants and agreements hereinafter contained which are required to be kept and performed by the Lessee, the Lessor does hereby lease, let and demise unto the Lessee, and the Lessee does hereby lease of and from the Lessor, that certain piece or parcel of land located in the County of Dade, State of Florida, described as follows:

Recreation Units A, B, C, D, E, F, G, H and Condominium Unit No. 302 (Manager's Apartment) of PORT ROYALE CONDOMINIUM, according to the Declaration of Condominium thereof, to which this Lease is attached.

TO HAVE AND TO HOLD the same, together with the improvements and appurtenances thereon, for a term of ninety-nine (99) years, commencing March 1, 1971, and expiring February 28, 2070.

II.

USE OF THE PREMISES

It is understood and agreed that during the existence of this Lease, said premises may be used and occupied by the Lessee only for recreational purposes. The liability for the payment of rent and of the other obligations due and to become due hereunder may not be avoided by waiver by Lessee or any condominium parcel owner of the use, enjoyment or abandonment of the leased premises or any part thereof.

This instrument was prepared by:
 ROBERT H. TRAURIG
 of the Law Firm of GREENBERG,
 TRAURIG, HOFFMAN & LIPOFF, P. A.
 1405 Northeast Airlines Building
 Miami, Florida 33131

Whenever the term "Lessee" is used herein, it refers not only to the Condominium Association which executes hereunder as Lessee, but also all condominium parcel owners having an interest in any and all of the parcels in the condominium property for which the Lessee Association was formed, and all obligations of Lessee hereunder are similarly the obligations of said condominium parcel owners.

III.

RENT

Lessee agrees to pay the sum of \$50,856.00 per annum to the Lessor as rent, of which the sum of \$4,238.00 shall be payable on the 1st day of March, 1971, and on the 1st day of each and every month thereafter during the entire term of this Lease. In the event the Certificate of Occupancy for the condominium property is received prior or subsequent to the commencement date of the Lease, rent for the recreation facilities will commence on the 1st day of the month following issuance of the Certificate of Occupancy.

In addition thereto, during the term hereof, the Lessee agrees to pay all taxes, real or personal, levied or assessed against subject premises (including sales and use taxes imposed by any governmental authority, including, but not limited to, State, County, and City).

Rent shall be payable at such place as Lessor may specify in writing from time to time, and such rent shall be payable without demand or notice, in current legal tender of the United States.

The obligation of each condominium parcel owner in Port Royale Condominium for rent is limited to \$26.00 per month. Payment to either the Condominium Association or to the Lessor hereunder of such sum by the condominium parcel owner as well as such additional sum as is his proportionate share of the other costs and expenses hereunder relieves him from further obligation to pay any additional rent or charges hereunder, even though other parcel owners of the Association may be in default for their separate and individual obligations under this Lease.

Notwithstanding the foregoing and that the rent is herein established as commencing on March 1, 1971, such rent will be chargeable for only those condominium parcels which have been conveyed by the Developer of Port Royale Condominium and will commence as to the individual units as of the date of the closing of the transactions for the sale of same. Thus, the total rent of \$4,238.00 per month will not be payable until all condominium parcels in Port Royale Condominium have been conveyed.

IV.

CARE OF THE PREMISES

Lessee shall not perform any acts or carry on any practices which may injure the improvements on the above-described premises. Lessee covenants and agrees that the premises will be used for legal purposes only, and that the actions of the Lessee shall not be such as to cause an increase in the normal maintenance of the property or in liability insurance premiums. The Board of Directors of Lessee Corporation shall have the power and authority to adopt reasonable rules and regulations governing the use and occupancy of the premises, which will be binding on the condominium parcel owners who enjoy the use and benefit of such facilities.

V.

MAINTENANCE OF PREMISES

Lessee has the obligation, at its expense, to keep and maintain the leased premises in good order, condition and repair, and agrees to permit no waste, damage or injury to said premises. At the expiration of the lease created hereunder, Lessee shall surrender the premises in good condition, reasonable wear and tear excepted.

VI.

COVENANT TO HOLD HARMLESS

Lessor shall be, and is hereby held harmless by Lessee from any liability for damages to any person or any property in or upon said leased premises, and each and every part thereof, including the person and property of Lessee, and Lessee's agents, servants, employees and all persons upon the leased premises at Lessee's invitation. It is understood and agreed that all property kept, stored or maintained in or upon the leased premises shall be so kept, stored or maintained at risk of Lessee only.

Lessee shall not suffer or give cause for the filing of any lien against the leased premises; and the existence of any such lien of any nature against the leased premises for thirty (30) days shall be a material breach of this Lease.

All persons who may hereafter, during the life of this Lease, furnish work, labor, services or materials to the premises, upon the request or order of the Lessee or any person claiming under, by or through the Lessee, must look wholly to the interest of the Lessee, and not to that of the Lessor.

If any mechanics' liens are filed or asserted against the Lessor's interest in the subject premises as a result of work, labor, services or materials not ordered or agreed to by Lessor, then the Lessee shall, within thirty (30) days after the time when notice thereof shall come to its attention, cause such lien to be released from the Lessor's interest in the subject premises in the manner provided by the Statutes of the State of Florida.

VII.

INSURANCE

Lessee shall, during the entire term hereof, cause to be kept in full force and effect a liability insurance policy covering the leased premises and the recreational activities of the Lessee in which both Lessor and Lessee shall be named as parties covered thereby, and in which the limits of liability shall be not less than \$300,000.00 for one person, and \$500,000.00 for more than one person in one single accident or casualty. Lessee agrees to cause to be placed and maintained for the benefit of Lessee and Lessor, as their respective interests may appear, fire, casualty, hurricane, earthquake and comprehensive insurance covering the leased premises, including the improvements thereon, in responsible insurance companies, in amounts to assure replacement of the buildings and other improvements on the leased premises to the extent of its maximum insurable value, but nothing

herein shall be construed as creating an obligation on Lessor to replace said buildings and improvements with substantially similar buildings and improvements if casualty occurs, it being understood that Lessor has the sole discretion as to type, layout and cost of any replacement of said improvements, and is merely obligated to utilize all of the insurance proceeds for such purposes. Lessor is hereby held harmless from any obligation to Lessee for loss of use by the Lessee of the premises during any period of damage or replacement, but during same there shall be an abatement of rent hereunder. The decision as to whether the premises are usable, and if or when rent shall be abated, shall lie solely with Lessor. The insurance policies, when procured by Lessee, shall be delivered to Lessor and remain in possession of Lessor.

VIII.

ASSIGNMENT

It is understood by Lessee that the erection of recreational facilities for its use and benefit requires a continuing obligation on its part to pay for the cost thereof. Therefore, Lessee may not assign or sublease its interest in this Lease. In addition, any purchaser of a condominium unit shall acquire his condominium unit subject to the terms and conditions of the within Lease, Declaration of Condominium and By-Laws pertaining to the same, and by accepting title to said unit shall be bound by the terms hereof.

IX.

REMEDY RE NON-PAYMENT OF RENT
AND OTHER DEFAULTS

If any rent payable by Lessee to Lessor shall be and remain unpaid for more than fifteen (15) days after same is due and payable, or if Lessee shall violate or be in default as to any of the other covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice of such violation or default, then it shall be optional for Lessor to declare this Lease forfeited and the said term ended, and to re-enter said undivided portion of the above described premises, with or without process of law, using such force as may be necessary to remove Lessee and its chattels therefrom, and Lessor shall not be liable for damages by reason of such re-entry or forfeiture; but notwithstanding such re-entry by Lessor, the liability of Lessee for the rent provided for herein shall not be relinquished or extinguished for the balance of the term of this Lease.

And it is further understood that Lessee will pay, in addition to the fees and other sums agreed to be paid hereunder, such additional sums as the Court may set as Court costs and adjudge reasonable as attorneys' fees in any suit or action instituted by Lessor to enforce the provisions of this Lease or the collection of the rent due Lessor hereunder.

Though this be a long-term lease, the parties understand and agree that the relationship between them is that of landlord and tenant, and the Lessee specifically acknowledges that all statutory proceedings in the State of Florida regulating the relationship of landlord and tenant respecting collection of rent or possession of the premises accrue to the landlord hereunder.

It is mutually covenanted and agreed that the various rights, powers, options, elections, privileges and remedies of the Lessor contained in this Lease shall be construed as cumulative, and no one of them shall be construed as being exclusive of the other or exclusive of any rights or priorities allowed by law.

It is further covenanted and agreed by and between the parties hereto that the right given to the Lessor in this Lease to collect the rent that may be due under the terms of this Lease by any proceeding under the same, or the right to collect any additional rent, money or payments due under the terms of this Lease by any proceedings under the same, or the right given the Lessor to enforce any of the terms and provisions of this Lease, shall not in any way affect the right of such Lessor to declare this Lease void and the term hereby ended, as herein provided, when default is made in the payment of said rent, or when default is made by the Lessee in any of the terms and provisions of this Lease, but Lessor shall be under no obligation to do so and no act taken hereunder shall be construed as terminating this Lease unless Lessor specifically executes an instrument declaring same to be terminated, or unless same be done by a Court order or decree.

It is further covenanted and agreed by and between the parties hereto, in the event of the termination of this Lease at any time before the expiration of the term of years hereby created, for the breach by the Lessee of any of the covenants herein contained, that in such case all of the right, estate and interest of the Lessee in and under this indenture and in the demised premises hereinabove described, and all improvements, buildings and the Lessee's interest in all furniture, furnishings, fixtures and equipment then situated in the said demised premises, together with all rents, issues and profits of said premises and the improvements thereon, whether then accrued or to accrue, shall, without any compensation made therefor unto the Lessee, at once pass to and become the property of the Lessor, not as a penalty for forfeiture, but as liquidated damages to Lessor because of such default by Lessee and the consequent cancellation of the Lease, each of the parties acknowledging it to be the fact that for breach and consequent cancellation of a long-term lease of this character, the Lessor will sustain substantial damage, being damage of such character as to make it most burdensome and tedious, if not actually impossible, to ascertain same with mathematical precision; and each of the parties, therefore, having agreed upon this provision for liquidated damages in the interests of obviating what would otherwise be burdensome and difficult litigation to maintain or to defend, as the case may be; and this provision for liquidated damages has been taken into account by both parties in fixing the terms of and the consideration for the making of this Lease.

X.

EMINENT DOMAIN

If the whole or any part of the leased premises shall be taken by any public authority under the power of eminent domain, then this Lease shall cease on the part so taken from the day possession of that part shall be taken for any public purpose, and the rent thereon shall be paid up to that day; and if such portion of the leased premises is so taken as to completely destroy the usefulness of the leased premises for the purposes for which the leased premises are leased hereunder, then, from that day the Lessee shall have the right either to terminate this Lease by written notice given by the

Lessee to Lessor within thirty (30) days after such day, or to continue in the possession of its interest in the remainder of the leased premises under all of the terms herein provided, with a proportionate rental adjustment. All damages awarded for such taking shall belong to and be the property of the Lessor, whether such damages shall be awarded as compensation for diminution in the value to the Lease or to the fee of the leased premises.

XI.

BANKRUPTCY

Neither this Lease, nor any interest therein, nor any estate thereby created, shall pass to any Trustee or Receiver, or Assignee for the benefit of creditors, or otherwise by operation of law.

XII.

HOLDING OVER

In the event Lessee remains in possession of the leased premises after the expiration of this Lease without the execution of a new lease, it shall be deemed to be occupying said premises as a Lessee from month-to-month, subject to all the conditons, provisions and obligations of this Lease.

XIII.

WAIVER

One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition; and, the consent or approval by Lessor to, or of, any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to, or of, any subsequent similar act by Lessee.)

XIV.

SUBORDINATION

It is understood and agreed between the parties hereto that this instrument shall be subordinate and inferior to any mortgage encumbering subject premises which now exists against said premises, or which may hereafter be placed against same, as against the interest of the Lessor, and that the recording of such mortgages, whenever same occur shall have preference, precedence and be superior and prior in lien and dignity to this Lease, irrespective of the date of recording of this Lease or said mortgage, and the Lessee and its respective condominium parcel owners agree to execute any such instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this Lease to any such mortgages, and a refusal either by Lessee or its condominium parcel owners, if required to execute such instrument shall entitle the Lessor, its successors and assigns, to the option of cancelling this Lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly. The Lessee does hereby agree that the within paragraph shall, in fact, constitute and be the subordination as provided for herein. The Lessee further hereby

constitutes and appoints the said Lessor as his or its Attorney-in-Fact for the purpose of executing any formal instruments of subordination, if same are required.

If Lessor should encumber subject property and thereby subordinate this Lease to said mortgage, the term of such encumbrance may not extend beyond the term of this Lease, to-wit: ninety-nine (99) years from the commencement hereof. During such term, if there be any default by the Lessor-Mortgagor in payments on said mortgage, the Mortgagee shall advise the Lessee hereunder of any such default, and the Lessee reserves the right to make such payments as are then delinquent and off-set the amounts thus paid against any rent then due or which may thereafter become due under this Lease.

XV.

NOTICES

Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to Lessee is in writing, addressed to Lessee or to its last known address, and sent by Registered Mail with postage prepaid; and if such notice to Lessor is in writing, addressed to the last known post office address of Lessor and sent by Registered Mail with postage prepaid. Notice need be sent to only one Lessee, and not to any condominium parcel owners.

XVI.

CONSTRUCTION

Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, it being understood and agreed that no other provision contained herein shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, if such be appropriate.

XVII.

NON-LIABILITY

Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased, or of the acts or omissions of any of the other Lessees of undivided interests in the above described premises.

XVIII.

CONSENT NOT UNREASONABLY WITHHELD

Lessor agrees that whenever under this Lease provision is made for Lessee securing the written consent of Lessor, such written consent shall not be unreasonably withheld.

XIX.

ACCEPTANCE OF PREMISES

It is agreed that, by use of the subject premises as Lessee, the Lessee formally accepts the same and acknowledges that the Lessor has complied with all requirements imposed upon it under the terms of this Lease with respect to the condition of the subject premises at the time the Lessee commences use and occupancy of the same.

XX.

IMPROVEMENTS AND ALTERATIONS

Lessee acknowledges that it is leasing hereunder an interest in premises which are or will be improved by Lessor for recreational purposes, and therefore Lessor does not contemplate placing of additional improvements on, or making of alterations to, the demised premises during the term of this Lease. However, should the Lessee desire additional improvements or alterations to the above described premises, and places same thereon at its sole cost and expense, then it agrees that such additions to said premises shall be made in accordance with all applicable laws, and only after the written consent thereto of the Lessor, and shall remain for the benefit of the Lessor. And the Lessee further agrees, in the event of the making of such improvements or alterations, to indemnify and save harmless the Lessor from all expense, liens, claims or damages to either persons or property on the above described premises, arising out of, or resulting from, the undertaking or making of said alterations, or the making of said alterations or additions.

XXI.

LESSOR'S LIEN FOR RENT

The Lessor shall have a first lien, paramount to all others, on every right and interest of the Lessee in and to this Lease and on the improvements now or hereafter located on the premises, and on the furnishings and equipment, fixtures and personal property of every kind, and on the equity therein brought on the premises by the Lessee as a part of the equipment used therein, which lien is granted for the purpose of securing the payment of rents, taxes, assessments, charges, liens, penalties and damages herein covenanted to be paid by the Lessee and for the purpose of securing the performance of any and all and singular the covenants, conditions and obligations of this Lease to be performed and observed by the Lessee, subject only to any mortgage made by the Lessor, pursuant to the terms hereof.

XXII.

ADDITIONAL COVENANTS OF LESSEE

A. The Lessee covenants and agrees with the Lessor that no damage or destruction to any building or improvement by fire, wind-storm or any other casualty shall be deemed to entitle the Lessee to surrender possession of the premises or to terminate this Lease, or to violate any of its provisions, or to cause any abatement or rebate in the rent then due or thereafter becoming due under the terms hereof.

B. The Lessee covenants and agrees with the Lessor that nothing in this Lease contained shall ever be construed as empowering the Lessee to encumber or cause the Lessor to encumber the title or interest of the Lessor.

C. The Lessee covenants and agrees with the Lessor that at the termination of this Lease, the Lessee will peaceably and quietly deliver unto the Lessor possession of the premises and all buildings and improvements located thereon, as well as all fixtures and equipment appertaining thereto.

D. Time is of the essence in every particular hereunder, and specifically where the obligation to pay money is involved.

XXIII.

COVENANT OF QUIET ENJOYMENT

The Lessor covenants and agrees with the Lessee that so long as the Lessee keeps and performs all of the covenants and conditions by the Lessee to be kept and performed, the Lessee shall have quiet and undisturbed and continuous possession of the premises, freed from any claims against the Lessor and all persons claiming under, by or through the Lessor; but this undertaking shall not extend to any interruption in the possession of the Lessee occasioned by the failure of the Lessee to keep in good standing and to pay, in accordance with their terms, any mortgage or mortgages encumbering the Lessee's interest in the within Lease and leasehold premises.

XXIV.

LIEN AGAINST CONDOMINIUM PARCELS

It is recognized and agreed that the within Lease is being entered into by the Lessee herein for the use and benefit of each unit owner of the condominium for which the Lessee Association was formed. The owner of each such condominium unit shall have the right and privilege to use the recreational facilities demised herein so long as such individual unit owner of the condominium shall make his pro rata payment of the assessment by the condominium corporation, representing his portion of the rental due for use of the facility, but loss of such privilege shall not relieve the unit owner of his obligation to pay rent which may subsequently be due hereunder.

It is mutually recognized and agreed by and between the Lessor and Lessee herein that in the event any unit owner of the condominium does not make payment of his pro rata assessment of the rents due hereunder as provided for under the Declaration of Condominium to which this Lease is attached, such failure shall not preclude the other unit owners of said condominium from the use of such recreational facility.

This Lease being recorded simultaneously with the Condominium Declaration of PORT ROYALE CONDOMINIUM, and the condominium parcel owners acquiring their title to the condominium parcels subject thereto, it is therefore understood that in addition to the obligation of the unit owners of the condominium to make payment of common expenses as provided for under the Declaration of Condominium, said unit owners in the condominium shall also:

Pay all and singular the sums of money payable by virtue of the assessment by the condominium corporation as part of the common expenses for the rent, maintenance and operations of these recreational facilities as the same severally become due, and the failure to so pay shall give to the Lessor a lien on each condominium parcel whose assessment is unpaid, enforceable as set forth in the Declaration, secondary, inferior and subordinate, however, to any valid institutional mortgages placed upon said lands, parcel and condominium unit. Lessor further agrees to execute and deliver to any lending agency granting such a first mortgage loan on individual condominium parcels a Subordination Agreement, which would place the lien created herein in a subordinate and secondary position to any and all rights, claims, title, liens or encumbrances of such lending institution.

No provision hereunder shall create any obligation on the part of any institutional mortgagee which acquires title to any condominium parcel, either by foreclosure or Deed in lieu thereof, to make any payments of the rental due hereunder or to carry out any obligations under this Lease. This abatement of rent and relief, however, shall apply only while said mortgagee is the owner of said parcel, and shall cease upon the re-conveyance of such parcel by the mortgagee. Any grantee from said institutional mortgagee shall acquire his title to said parcel subject to the same obligation for rent and all the other terms and conditions hereof which apply to all other condominium parcel owners. Although there is no responsibility on the part of an institutional mortgagee to the Lessor or the Condominium Association to obtain from its grantee the formal assumption agreement hereinbefore referred to, its failure to obtain and deliver same to the Lessor shall not relieve the grantee from his obligation to pay or perform hereunder, said grantee acquiring his title subject to the terms and conditions hereof. No occupant of any condominium unit during the period of rental abatement on that unit may use the recreation facilities during such period of abatement unless he assumes by appropriate instrument the obligation to pay such rent and to be bound by the other provisions of this Lease. All provisions in this Lease which are contrary hereto are hereby modified and amended to conform herewith.

XXV.

The annual rental hereunder, as set forth in Paragraph III above, as well as any other sums due for taxes, insurance and maintenance of the recreation areas, shall be diminished by the amount of such rent or other charges attributable to any condominium parcels which may be acquired by any institutional mortgagee by foreclosure or Deed in lieu of foreclosure during such time that title thereto is held by such institutional mortgagee. The total amount of such rent shall therefore fluctuate during any period of abatement of rent otherwise referred to herein, and the cost and charges thus abated will be assumed by the Lessor during such period of abatement.

XXVI.

Notwithstanding anything to the contrary otherwise provided in the Lease, it is clearly understood that the liability of a condominium parcel owner for the payment of any obligation due the Lessor under said Lease ceases upon his sale and transfer of his condominium parcel, and the assumption by his grantee of the obligations of said condominium parcel owner under said Lease.

XXVII.

ADJUSTMENT TO COST OF LIVING

The basic rent hereunder is based upon the cost of living for the month of January, 1970, as reflected in the "Consumers Price Index, United States Average - All Items and Food", published in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor, and is herein called "basic rental". The basic rental shall never be less than as set forth above, and once increased pursuant to the provisions of this section shall never thereafter be decreased. Subject to the foregoing, the basic rental shall be adjusted in the following manner to reflect increases in the cost of living as set forth in said Index; or, if there be no such Index, adjusted to the January, 1970 base. Increase in basic rental shall be computed and be due on January 1, 1976, and on the 1st day of January of each and every five (5) years thereafter, each of which dates shall hereafter be called a "computation date". Each increase shall be in effect commencing from the computation date until the end of the term unless further increased at a subsequent computation date. The amount of increased rental shall be arrived at by multiplication of the basic rental by a fraction of which the numerator shall be the Index number for the January 1st preceding such computation date, and the denominator shall be the Index figure for January, 1970. The increase in the basic rental so obtained shall be payable, together with the basic rental. If there be no Consumers Index or comparable successor thereto, then the increase contemplated herein shall be established by arbitration as elsewhere herein provided. Notwithstanding the foregoing, no rental increase shall exceed ten per cent (10%) of the previously prevailing rent.

XXVIII.

This instrument contains the entire agreement between the parties as of this date, and the execution hereof has not been induced by either of the parties by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever between the respective parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument.

XXIX

The monthly rental due under this Lease shall be paid by the Lessee to the individual Lessors in accordance with their percentage interest in this Lease as follows: Port Royale Apartments, Inc. - 50.00%; Schuster International Corp. - 12.50%; Rondi Corp. - 18.75%; and Tamda Corp. - 18.75%.

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

Signed, Sealed & Delivered in the presence of:

Robert H. Ramsey

Diana Mazol

James Stewart

Marcia Goldmark

Marian Richards
Scullis A. Bonham
(As to Ruth Wolofsky)

James Stewart
Marcia Goldmark
(As to Martin B. Shapiro)

Marian Richards
Scullis A. Bonham
(As to Esther Wolofsky)

James Stewart
Marcia Goldmark
(As to Martin B. Shapiro)

James Stewart

Marcia Goldmark
(As to Lessee)

LESSOR:

PORT ROYALE APARTMENTS, INC. (SEAL)
a Florida corporation

By: Matthew Peber
President

Attest: [Signature]
Secretary

SCHUSTER INTERNATIONAL CORP. (SEAL)
a Florida corporation

By: W. K. [Signature]
President

Attest: Martin B. Shapiro
Asst. Secretary

RONDI CORP., (SEAL)
a Florida corporation

By: [Signature]
President

Attest: Martin B. Shapiro
Asst. Secretary

TAMDA CORP., (SEAL)
a Florida corporation

By: Esther Wolofsky
President

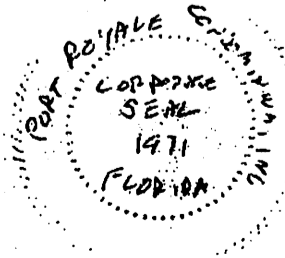
Attest: Martin B. Shapiro
Asst. Secretary

LESSEE:

PORT ROYALE CONDOMINIUM, INC., (SEAL)
a Florida Condominium Association

By: [Signature]
President

Attest: [Signature]
Secretary



STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, NATHAN SCHREIBER and LOUIS SCHREIBER, as President and Secretary, respectively of PORT ROYALE APARTMENTS, INC., a Florida corporation, a Lessor in the foregoing Long-Term Lease, and they acknowledged before me that they executed the same as such officers, as the act and deed of said corporation, for the uses and purposes therein expressed.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 25th day of February, 1971.

[Signature]
Notary Public
State of Florida at Large
My commission expires:
NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 8, 1974
BONDED THROUGH FRED W. DIESTELHORST

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, MEL SCHUSTER and MARTIN B. SHAPIRO, as President and Assistant Secretary, respectively of SCHUSTER INTERNATIONAL CORP., a Florida corporation, a Lessor in the foregoing Long-Term Lease, and they acknowledged before me that they executed the same as such officers, as the act and deed of said corporation, for the uses and purposes therein expressed.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 25th day of February, 1971.

[Signature]
Notary Public
State of Florida at Large
My commission expires:
NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 8, 1974
BONDED THROUGH FRED W. DIESTELHORST

CANADA)
PROVINCE OF QUEBEC) SS:
County of Hochelaga

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, RUTH WOLOFSKY, as President of RONDI CORP., a Florida corporation, a Lessor in the foregoing Long-Term Lease, and she acknowledged before me that she executed the same as such officer, as the act and deed of said corporation, for the uses and purposes therein expressed.

WITNESS my hand and official seal at Montreal, Quebec
Canada, this 24th day of February, 1971.

My Commission Expires:
FOR LIFE

Carl William Notary
Notary for the Province of Quebec

Canada)
Province of Quebec) SS:
County of Hochelaga

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, ESTHER WOLOFSKY, as President of TAMDA CORP., a Florida corporation, a Lessor in the foregoing Long-Term Lease, and she acknowledged before me that she executed the same as such officer, as the act and deed of said corporation, for the uses and purposes therein expressed.

WITNESS my hand and official seal at Montreal, Quebec
Canada, this 24th day of February, 1971.

My Commission Expires:
FOR LIFE

Carl William Notary
Notary for the Province of Quebec

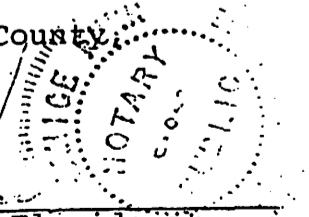
STATE OF FLORIDA)
COUNTY OF DADE) SS:

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, MARTIN B. SHAPIRO, as Assistant Secretary of RONDI CORP. and TAMDA CORP., Florida corporations, Lessors in the foregoing Long-Term Lease, and he acknowledged before me that he executed the same as such officer, as the act and deed of said corporations, for the uses and purposes therein expressed.

WITNESS my hand and official seal at Miami, Dade County
Florida, this 25th day of February, 1971.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 8, 1974
BONDED THROUGH FRED W. DIESTELHORST

[Signature]
Notary Public, State of Florida at Large

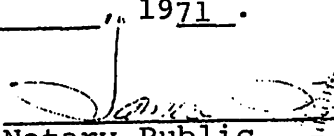


RE 7137 100300

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, SYDNEY WOLOFSKY and MEL SCHUSTER, as President and Secretary, respectively, of PORT ROYALE CONDOMINIUM INC., a Florida Condominium Association, the Lessee in the foregoing Long-Term Lease, and they acknowledged before me that they executed the same as such officers, as the act and deed of said corporation, for the uses and purposes therein expressed.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 25th day of February, 1971.

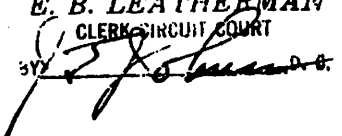

Notary Public
State of Florida at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 8, 1974
BONDED THROUGH FRED W. DIESTELHORST

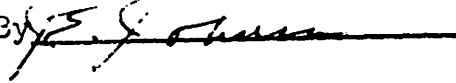
RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED

E. B. LEATHERMAN
CLERK CIRCUIT COURT


E. B. Leatherman, D.C.

CLERK NOTE:
FOR CONDOMINIUM PLANS SEE OFFICIAL
RECORDS CONDOMINIUM PLAN BK. 18, PAGE 18.

E. B. LEATHERMAN
CLERK CIRCUIT COURT

By  D.C.

CLERK NOTE:
FOR DECLARATION OF CONDOMINIUM,
SEE OFFICIAL RECORD BK. 7137 PG 326.

18-18-

SURVEY SKETCH & GRAPHIC DESCRIPTION - EXHIBIT 1
PORT ROYALE CONDOMINIUM

ORDER No 71-100
F.B. 17-2, P. 12-13

ZURWELLE - WHITTAKER, INC.
LAND SURVEYORS
Miami Beach, Florida

SURVEYOR'S CERTIFICATE: SHEET 1 OF 11

DATE: FEB 15, 1971



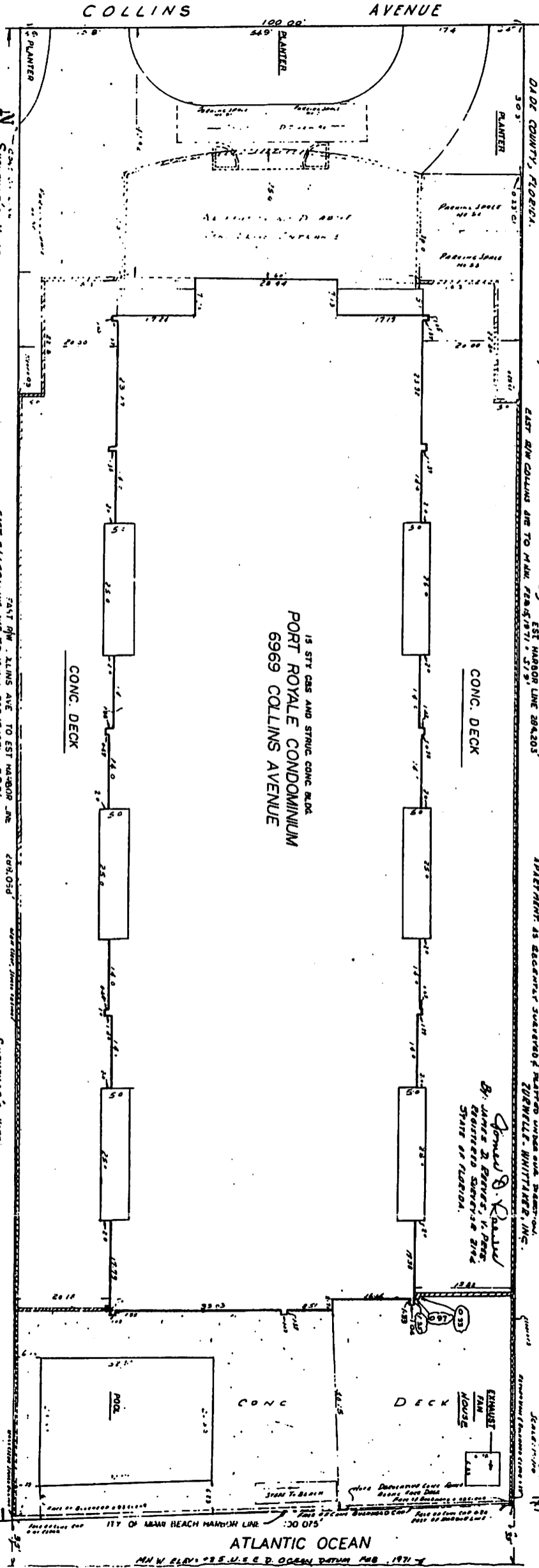
LEGAL DESCRIPTION:
LOTS 4 AND 5, BLOCK 10,
NORMANDY BEACH SOUTH
RECORDED IN PLAT BOOK 21, AT PAGE
54, OF THE PUBLIC RECORDS OF DADE
COUNTY, FLORIDA.
LIVING AND BEING IN THE CITY OF MIAMI BEACH,
DADE COUNTY, FLORIDA.

PREPARED FOR:
PORT ROYALE APARTMENTS, INC.
RONDI CORP.
SCHUSTER INTERNATIONAL CORP.
TAMDA CORP.

(ALL FLORIDA CORPORATIONS)

THIS IS TO CERTIFY, THAT THIS SHEET AND SHEETS
2 THRU 8 ATTACHED HERETO, PREPARED UNDERORDER
NO. 71-100, IN ACCORDANCE WITH THE PROVISIONS OF THE DECLARATION
OF CONDOMINIUM TO WHICH THIS IS ATTACHED, IS A CORRECT
REPRESENTATION OF THE IMPROVEMENTS DESCRIBED
AND THEREIN CAN BE OBTAINED THEREFROM THE IDENTIFICATION, LOCATION
AND SIZE OF THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND IN EACH
APARTMENT AS RECENTLY SURVEYED & PLATTED UNDER ORDER NO. 71-100,
ZURWELLE - WHITTAKER, INC.

James D. Zurwelle
By James D. Zurwelle, P. Eng.
REGISTERED SURVEYOR STATE OF FLORIDA.



SURVEYOR'S NOTE:

PLANES WERE RUN BY ST. JOHN'S AND LEASER TO
CONFORM WITH THE PLAN AND TO BE AS A RESIDENT MANAGER
INVESTMENT. THESE TWO TERMS LEFT

EAST 1/4 COLLINS AVE TO EST HARBOR LNE
EAST 1/4 COLLINS AVE TO M.M. 750451071 - 323'

15 STY GAS AND STRUC CONC BLDG
PORT ROYALE CONDOMINIUM
6969 COLLINS AVENUE

FAST RW. COLLINS AVE TO EST HARBOR LNE
289,052'

SURVEYOR'S NOTE:

EVERYTHING SHOWN ON THIS SHEET AND SHEETS 2 THRU 8 ATTACHED, NOT
LOCATED WITHIN THE APARTMENTS OR RECREATION UNITS 4, A, C, D, E, G, AND H
ACCORDING TO PLATMENT 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Exhibit 1

GRAPHIC DESCRIPTION & SURVEY - EXHIBIT 1
 P O D T ROYALE CONDOMINIUM
 ORDER No 71-100
 FEB. 17.2, P. 12.13

ZURWELLE - WHITTAKER, INC.
 LAND SURVEYORS
 MIAMI BEACH, FLORIDA

DATE: FEB. 15, 1971
 SHEET 2 OF 11

18-18²

MACH ROOM FLOOR	8'-3"
MAIN ROOF	8'-0"
15th FLOOR	8'-1"
14th FLOOR	9'-3"
13th FLOOR	8'-0"
12th FLOOR	8'-1"
11th FLOOR	8'-0"
10th FLOOR	8'-0"
9th FLOOR	8'-0"
8th FLOOR	8'-0"
7th FLOOR	8'-1"
6th FLOOR	8'-0"
5th FLOOR	8'-0"
4th FLOOR	8'-0"
3rd FLOOR	9'-4"
2nd FLOOR	8'-8"
1st FLOOR	7'-7"

(NOT TO SCALE)

APARTMENT NUMBERS 301 THROUGH 315 ARE ON THE 4TH FLOOR.
 APARTMENT NUMBERS 401 THROUGH 415 ARE ON THE 5TH FLOOR.
 APARTMENT NUMBERS 501 THROUGH 515 ARE ON THE 6TH FLOOR.
 APARTMENT NUMBERS 601 THROUGH 615 ARE ON THE 7TH FLOOR.
 APARTMENT NUMBERS 701 THROUGH 715 ARE ON THE 8TH FLOOR.
 APARTMENT NUMBER 801 THROUGH 815 ARE ON THE 9TH FLOOR.
 APARTMENT NUMBERS 901 THROUGH 915 ARE ON THE 10TH FLOOR.
 APARTMENT NUMBERS 1001 THROUGH 1015 ARE ON THE 11TH FLOOR.
 APARTMENT NUMBERS 1101 THROUGH 1115 ARE ON THE 12TH FLOOR.
 APARTMENT NUMBERS 1201 THROUGH 1215 ARE ON THE 13TH FLOOR.
 APARTMENT NUMBERS 1401 THROUGH 1415 ARE ON THE 14TH FLOOR.
 APARTMENT NUMBERS 1501 THROUGH 1510 ARE ON THE 15TH FLOOR.

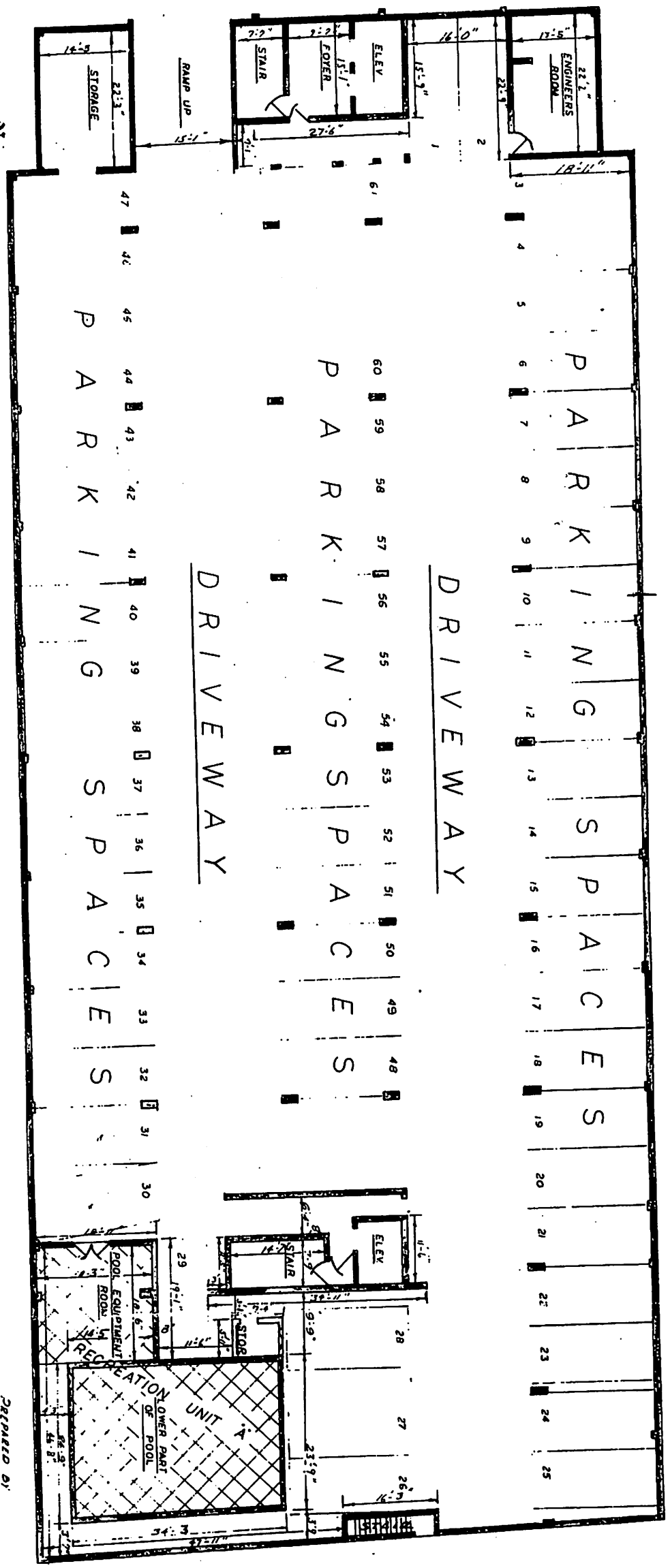
ELEVATION PLAN

PREPARED BY
 ZURWELLE - WHITTAKER, INC.
 LAND SURVEYORS
 MIAMI BEACH, FLORIDA

GRAPHIC DESCRIPTION & SURVEY ~ EXHIBIT 1
PORT ROYALE CONDOMINIUM
 ORDER No 71-100
 FEB 17-2, P/12-13
 ZURWELLE - WHITTAKER, INC.
 LAND SURVEYORS
 MIAMI BEACH FLORIDA

DATE: FEB 15, 1971
 SHEET 3 OF 11

18-18²



FIRST FLOOR PLAN

PREPARED BY
 ZURWELLE, WHITTAKER, INC.
 LAND SURVEYORS
 1115 S.W. 25th St., Ft. Lauderdale, Fla. 33304
 FEB 15, 1971

GRAPHIC DESCRIPTION & SURVEY ~ EXHIBIT I
PORT ROYALE CONDOMINIUM

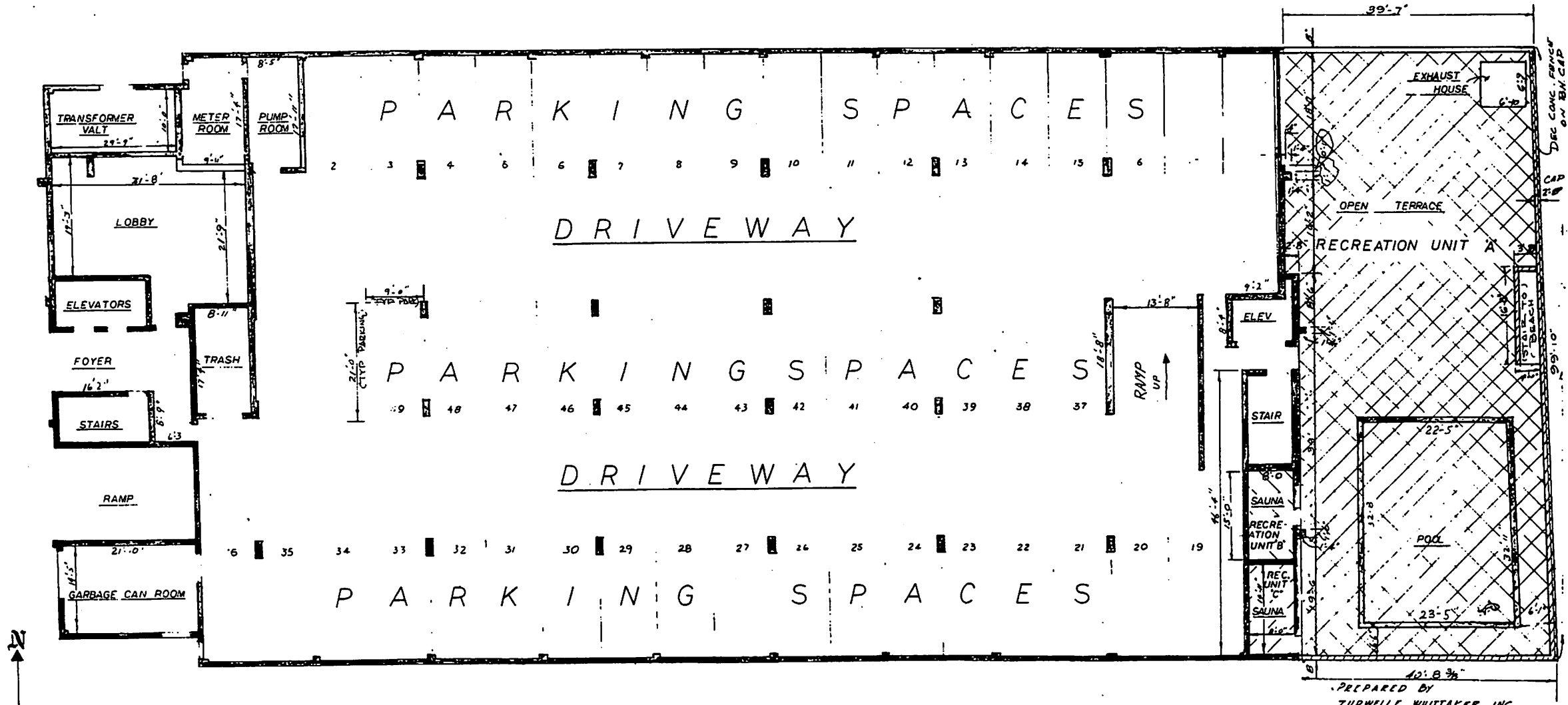
ORDER NO 71-100

P.B. 17-2, P. 12-13

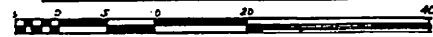
ZURWELLE - WHITTAKER, INC.
 LAND SURVEYORS
 MIAMI BEACH FLORIDA

DATE: FEB 15, 1971

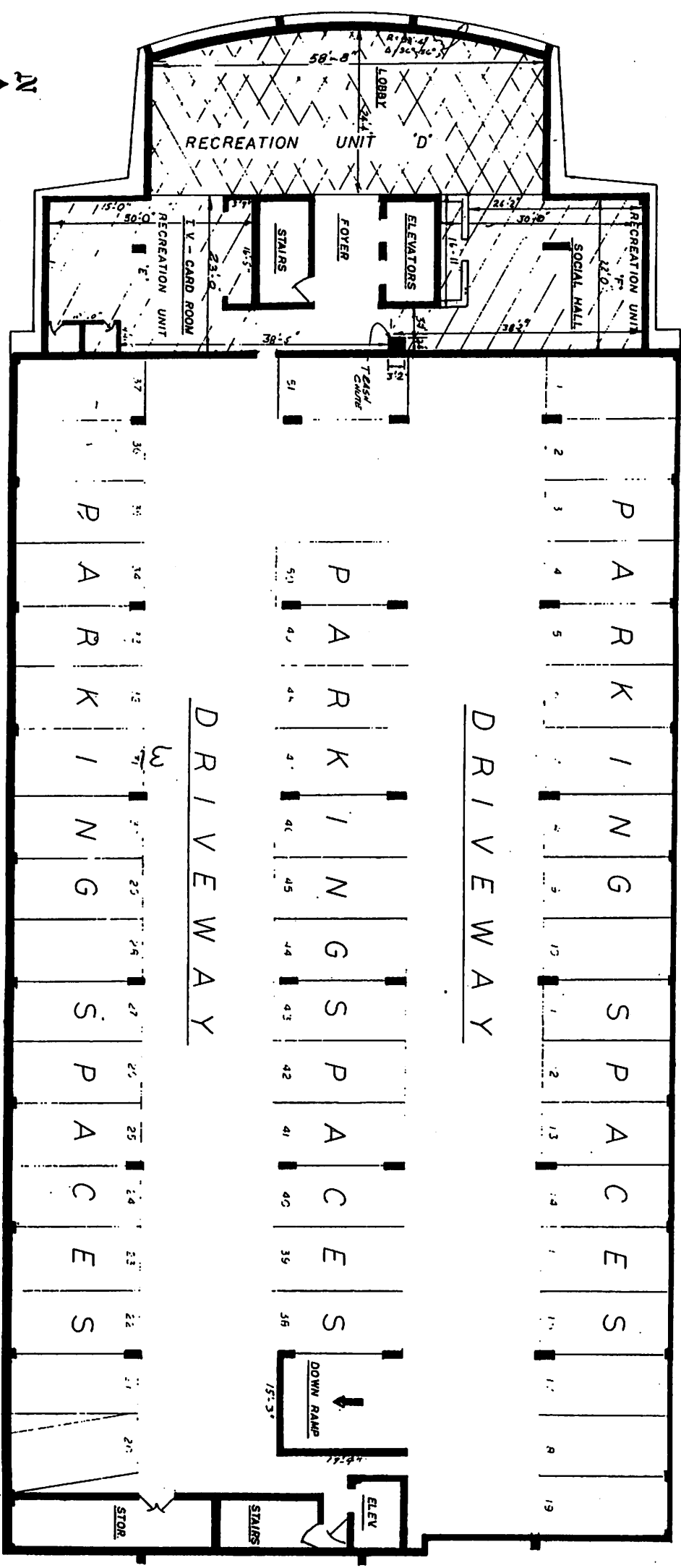
SHEET 4 OF 11



SECOND FLOOR PLAN



PREPARED BY
 ZURWELLE - WHITTAKER, INC.
 LAND SURVEYORS
 MIAMI BEACH, FLORIDA
 ORDER NO 71-100 FEB 15, 1971
 SH NO. 4 OF 11



THIRD FLOOR PLAN



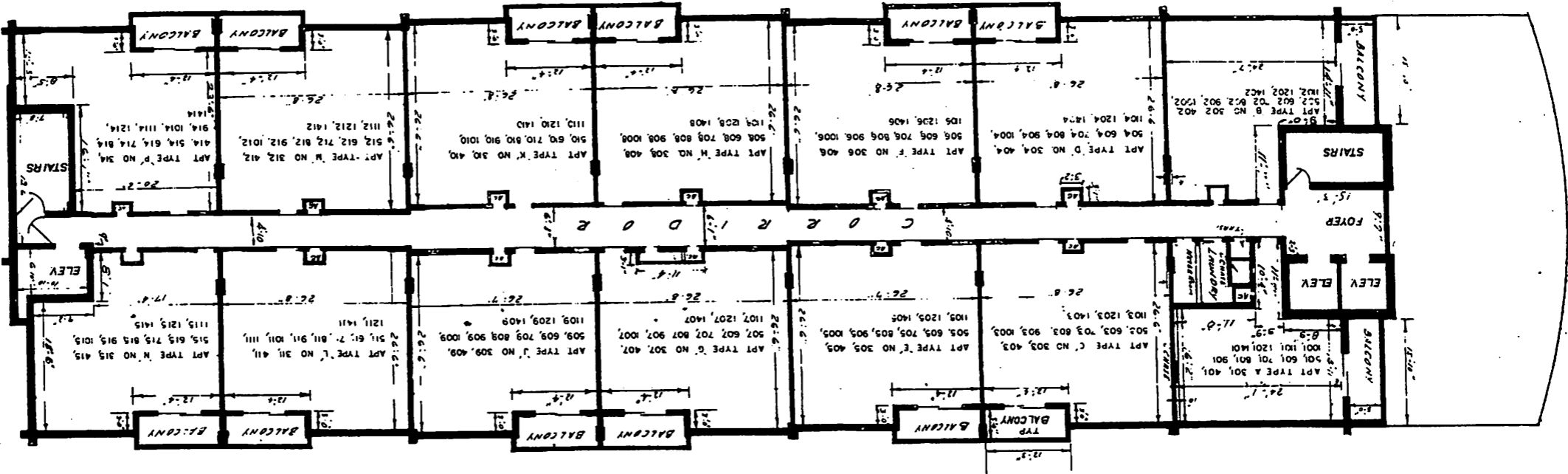
PREPARED BY
 ZORNELLE - WHITTAKER, INC.
 LAND SURVEYORS
 MIAMI BEACH, FLORIDA
 ORDER NO. 71-100 FEB 15, 1971

GRAPHIC DESCRIPTION & SURVEY ~ EXHIBIT 1
PORT ROYALE CONDOMINIUM

ORDER NO. 71-100
 F.B. 17-2, P. 12-13

ZURWILLE ~ WHITTAKER, INC.
 LAND SURVEYORS
 MIAMI BEACH, FLORIDA

DATE: FEB 15, 1971
 SHEET 6 OF 11



TYPICAL FLOOR PLAN FLOORS 4 TO 14



PREPARED BY:

ZURWILLE - WHITTAKER, INC.

LAND SURVEYORS

MIAMI BEACH, FLORIDA

ORDER NO. 71-100 FEB 15, 1971

SH NO. 6 OF 11

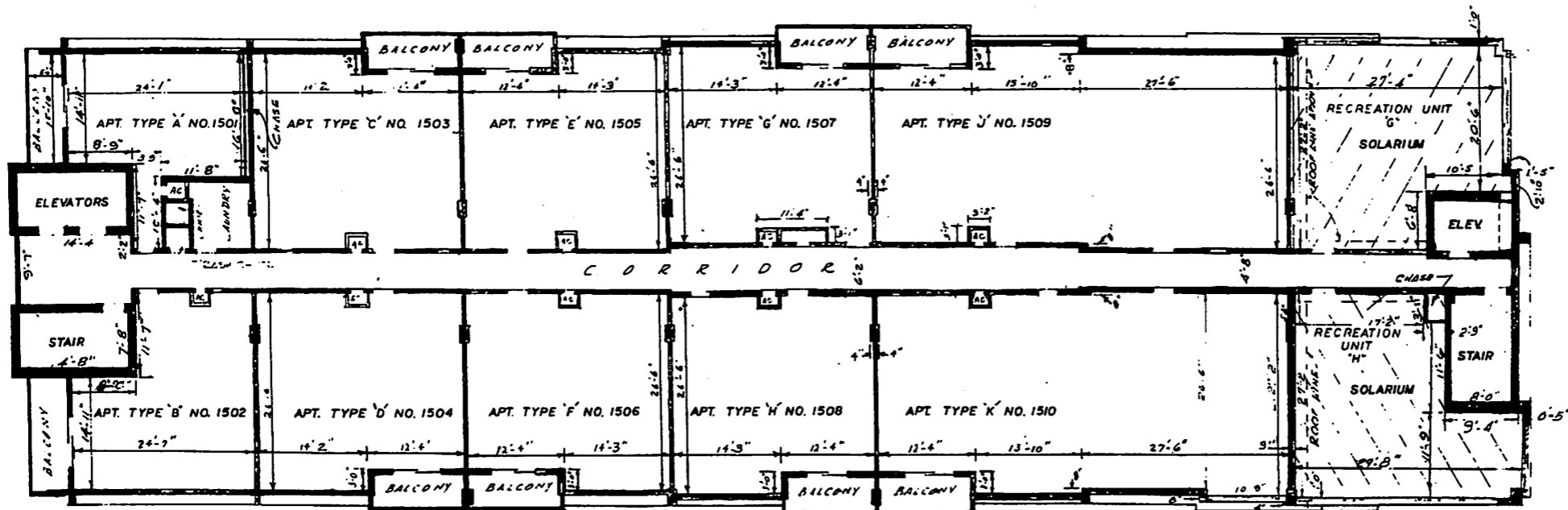
GRAPHIC DESCRIPTION & SURVEY ~ EXHIBIT I
PORT ROYALE CONDOMINIUM

ORDER NO. 71-100
 FB. 17-2, P. 12-13

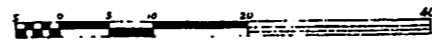
ZURWELLE - WHITTAKER, INC.
 LAND SURVEYORS
 MIAMI BEACH, FLORIDA

DATE: FEB. 15, 1971
 SHEET 7 OF 11

10 10



PENTHOUSE FLOOR PLAN - 15TH FLOOR -



PREPARED BY
 ZURWELLE - WHITTAKER, INC.
 LAND SURVEYORS
 MIAMI BEACH, FLORIDA
 ORDER NO. 71-100 FEB. 15, 1971

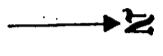
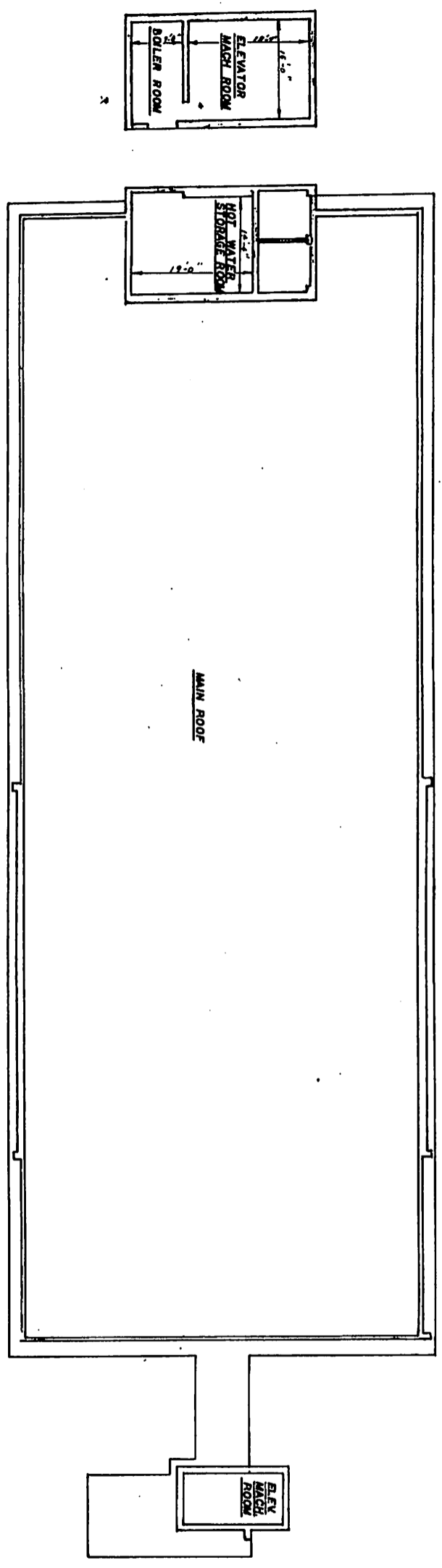
GRAPHIC DESCRIPTION
PORT ROYALE CONDOMINIUM

ORDER NO. 71-100
F.B. 17-2, P. 12-13

ZURWELLE - WHITTAKER, INC.
LAND SURVEYORS
MIAMI BEACH, FLORIDA

DATE: FEB 15, 1971
SHEET 8 OF 11

18-18-



MAIN ROOF PLAN



PREPARED BY:
ZURWELLE - WHITTAKER, INC.
LAND SURVEYORS
MIAMI BEACH, FLORIDA
ORDER NO. 71-100 FEB 15, 1971

The Port
Royale

on the Ocean, 6969 Collins Ave. near 71st St., Miami Beach, Florida 33141 • Phone (305) 866-0259



Amendment to

By-Laws of Port Royale Condominium, Inc.

Article VIII, House Rules Section A

A.3 A motion was made to restrict rentals of units to one time during a 12 month period. Motion carried.

A motion was made to restrict the family from moving to the hours of 9:00 AM to 5:00 PM, from Monday to Saturday. Motion carried.

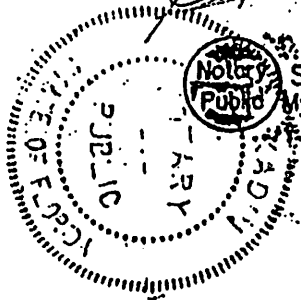
A motion was made to tow away unauthorized cars in the garage. Motion Carried.

Julia Bieler

Julia Bieler
Office Manager

This 24 day of July 1992

[Handwritten signature]



SOL KADIN
STATE OF FLORIDA
My Comm Exp 4/2/94
BONDED

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
Clerk of Circuit & County
Courts

076784475 1992 JUL 27 10:27

Amendment to

OFF. REC: 14368PG3338

By-Laws of Port Royale Condominium, Inc.

Off Rec 7137 Page 358

Change Article II, Directors, Section 1. Line 8, to:

The directors shall be elected to serve for the term of two (2) years

Off Rec 7137 Page 360

Change Article III, Officers, Section 1. Line 3, to:

... Secretary, all of whom may be elected annually or biennially by said Board.

Off Rec 7137 Page 363

Change Article V, Meetings of Membership, Section 2, B, Line 2, to:

... be held on the second Tuesday in February in each year,

RECORDED IN OFFICIAL RECORDS OF DADE COUNTY, FLORIDA. RECORD VERIFIED RICHARD P. BRINKEP CLERK CIRCUIT COURT

Off Rec 7137 Page 366

Change Article VIII, House Rules, Section A, Line 2, to:

... residential purposes, and no more than two (2) people shall occupy a 1-bedroom unit, for health and sanitary reasons.

A.1. An owner is allowed guests for thirty (30) days, providing the owner resides in the same unit at the same time. Any extension of time requires Board of Directors' approval.

A.2. When other than an owner occupies a unit for any period of time, a deposit is required, the amount to be determined by the Board of Directors, of which a portion will be used for screening fees, and the balance to be returned upon vacating.

Sworn to and subscribed before me this 20 day of December 19 89. Notary Public State of Florida at Large. My Commission expires 12/31/96. Penalty for perjury - up to 20 years in state pr

Pearl Starkey

r. Pearl Starkey, Secretary. NOTARY PUBLIC STATE OF FLORIDA

FILE

Royale Condominium Parking Assignments
as of November 30, 1994

LOBBY LEVEL

	south	middle		north		south	middle	north		south	middle	north							
			1 2			1													
			3 9			1													
			1 0			1		1003											
			2 2			2		509											
						36													
47		61	1014		3	1002	35			37	1410	51	1414	1	1203				
46	612				4	510	34			2	515	36	904		2	506			
45	702				5	607	33		49	703	3	511	35	411		3	1403		
44	1105	60	1111		6	514	32	1012	48	305	4	1001	34	1214	50	???????	4	811	
43	308	59	905		7	602	31	1404	47	712	5	402	33	1411	49	???????	5	701	
42	311	58	1102		8	409	30	1108	46	606	6	512	32	1101	48	???????	6	808	
41	1208	57	906		9	1209	29	706	45	604	7	307	31	909	47	1206	7	1508	
40	315	56	912		10	1007	28	1009	44	1204	8	805	30	1103	46	611	8	1401	
39	603	55	908		11	708	27	1004	43	610	9	715	29	901	45	1107	9	705	
38	301	54	415		12	907	26	1207	42	1015	10	804	28	810	44	704	10	915	
37	403	53	501		13	1104	25	1507	41	903	11	801	27	503	43	510	11	1504	
36	404	52	508		14	1205	24	1407	40	802	12	710	26	1409	42		12	1405	
35	405	51	412		15	609	23	414	39	910	13	608	25	1106	41	1202	13	605	
34	406	50	504		16	1505	22	310	38	809	14	410	24	1109	40	1212	14	1415	
33	1210	49	1005		17	???????	21	1215	37	309	15	1201	23	1110	39	1114	15	1008	
32	407	48	711		18	615	20	812			16	1509	22	1011	38	1010	16	1006	
31	709				19	314	19	814			17	1211	21	914			17	803	
30	911				20	70?					18	1502	20	1412			18	1503	
					21	1115												19	401
29	?				22	507													
?					23	304													
?		28	1506		24	714													
?		27	806		25	815													
?		26	807																

indicates no-parking area

nn indicates floor plan space number

indicates garage boundary line

NNNN indicates unit assignment number

?????? indicates undertermined unit assignment

FILE

Royale Condominium Parking Assignments as of November 30, 1994

LOBBY LEVEL

				LOBBY LEVEL															
south			middle	north			south			middle	north								
			1 2				1												
			3 9				1												
			1 0				1			1003									
			2 2				2			509									

						36													
47		61	1014		3	1002	35				37	1410	51	1414	1	1203			
46	612				4	510	34			2	515	36	904		2	506			
45	702				5	607	33		49	703	3	511	35	411	3	1403			
44	1105	60	1111		6	514	32	1012	48	305	4	1001	34	1214	50	???????	4	811	
43	308	59	905		7	602	31	1404	47	712	5	402	33	1411	49	???????	5	701	
42	311	58	1102		8	409	30	1108	46	606	6	512	32	1101	48	???????	6	808	
41	1208	57	906		9	1209	29	706	45	604	7	307	31	909	47	1206	7	1508	
40	315	56	912		10	1007	28	1009	44	1204	8	805	30	1103	46	611	8	1401	
39	603	55	908		11	708	27	1004	43	610	9	715	29	901	45	1107	9	705	
38	301	54	415		12	907	26	1207	42	1015	10	804	28	810	44	704	10	915	
37	403	53	501		13	1104	25	1507	41	903	11	801	27	503	43	510	11	1504	
36	404	52	508		14	1205	24	1407	40	802	12	710	26	1409	42		12	1405	
35	405	51	412		15	609	23	414	39	910	13	608	25	1106	41	1202	13	605	
34	406	50	504		16	1505	22	310	38	809	14	410	24	1109	40	1212	14	1415	
33	1210	49	1005		17	???????	21	1215	37	309	15	1201	23	1110	39	1114	15	1008	
32	407	48	711		18	615	20	812			16	1509	22	1011	38	1010	16	1006	
31	709				19	314	19	814			17	1211	21	914			17	803	
30	911				20	70?					18	1502	20	1412			18	1503	
					21	1115												19	401
29	?				22	507													
?		28	1506		23	304													
?		27	806		24	714													
?		26	807		25	815													

----- indicates no-parking area

nm indicates floor plan space number

?????? indicates garage boundary line

NNNN indicates unit assignment number

?????? indicates underdetermined unit assignment

FILE

Royale Condominium Parking Assignments as of November 30, 1994

LOBBY LEVEL																	
south			middle			north			south			middle			north		

indicates no-parking area
 indicates garage boundary line
 indicates undertermined unit assignment

nm indicates floor plan space number
 NNNN indicates unit assignment number

NOTICE OF PARKING SPACE ASSIGNMENTS
FOR PORT ROYALE CONDOMINIUM


ATTACHED is a six page exhibit showing the assigned parking spaces for the designated condominium unit of Port Royale Condominium as of March 3, 2004. There are six (6) units with no assigned parking space, which units are #302, 408, 502, 505, 601 and 1501.


The legal description of this condominium is:

PORT ROYALE CONDOMINIUM, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 7137, at Page 326, of the Public Records of Miami-Dade County, Florida
A/ka/: 6969 Collins Avenue, Miami Beach, Florida 33141

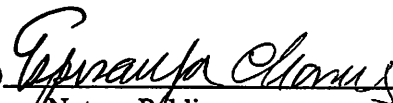
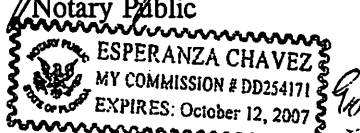
THIS NOTICE was approved and adopted by at a special meeting of the Board of Directors and further confirmed by all the officers of this condominium.

IN WITNESS WHEREOF the undersigned president and secretary of this corporation have executed this instrument on the ____ day of June, 2004.


By: Carlos R. Acosta, Secretary


By: SANTIAGO F. PAJEROS President

I HEREBY CERTIFY that on the abovementioned date, before me, an officer duly qualified to take acknowledgments, personally appeared the President and Secretary of the foregoing corporation, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged before me that such was executed accordingly. They further state that the foregoing was done in full compliance with applicable Florida Statutes and the applicable articles of incorporation, by laws, and other regulations of this corporation.

(Signature) 
Notary Public

ESPERANZA CHAVEZ
MY COMMISSION # DD254171
EXPIRES: October 12, 2007

My Florida Notary Commission Expires:

10/12/2007

This instrument was prepared by Kenneth N. ReKant, P.A.
333 41st Street, Suite 506, Miami Beach, FL 33140 [Tel: (305) 531-2225]



CFN 2004R0655762
 DR Bk 22536 Pgs 0943 - 9497 (7pgs)
 RECORDED 08/03/2004 11:06:30
 DEED DDC TAX 0.60
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

NOTICE OF PARKING SPACE ASSIGNMENTS
FOR PORT ROYALE CONDOMINIUM


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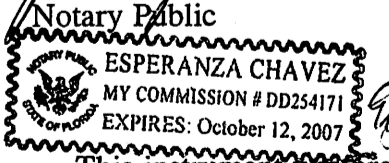
THIS NOTICE was approved and adopted by at a special meeting of the Board of Directors and further confirmed by all the officers of this condominium.

IN WITNESS WHEREOF the undersigned president and secretary of this corporation have executed this instrument on the 22 day of June, 2004.


 By: Carlos R. Acosta, Secretary


 By: SANTIAGO F. PALACIOS President

I HEREBY CERTIFY that on the abovementioned date, before me, an officer duly qualified to take acknowledgments, personally appeared the President and Secretary of the foregoing corporation, to me well known to be the persons described in and who executed the foregoing instrument and acknowledged before me that such was executed accordingly. They further state that the foregoing was done in full compliance with applicable Florida Statutes and the applicable articles of incorporation, by laws, and other regulations of this corporation.

(Signature) 
 Notary Public

 ESPERANZA CHAVEZ
 MY COMMISSION # DD254171
 EXPIRES: October 12, 2007

My Florida Notary Commission Expires:
10/12/2007

This instrument was prepared by Kenneth N. ReKant, P.A.
 333 41st Street, Suite 506, Miami Beach, FL 33140 [Tel: (305) 531-2225]

**PORT ROYALE CONDOMINIUM PARKING ASSIGNMENTS
BY PHYSICAL LOCATION
AS OF MARCH 3, 2004**

BASEMENT LEVEL 60 SPACES

**SPACE # Assigned
& location to Unit #**

**Assigned
to Unit #**

**Assigned
to Unit #**

North Wall

1	312
2	902
3	1002
4	510
5	607
6	514
7	602
8	409
9	1209
10	1007
11	708
12	907
13	1104
14	1205
15	609
16	1505
17	614
18	615
19	314
20	707
21	815
22	507
23	303
24	714
25	405

South Wall

29	1405
30	804
31	611
32	407
33	1210
34	406
35	410
36	404
37	403
38	301
39	603
40	315
41	1208
42	311
43	308
44	1105
45	702
46	1415
47	GATE

Center

26	807
27	806
28	1506
48	711
49	1005
50	504
51	412
52	508
53	606
54	415
55	908
56	912
57	906
58	1001
59	905
60	1111
61	1014

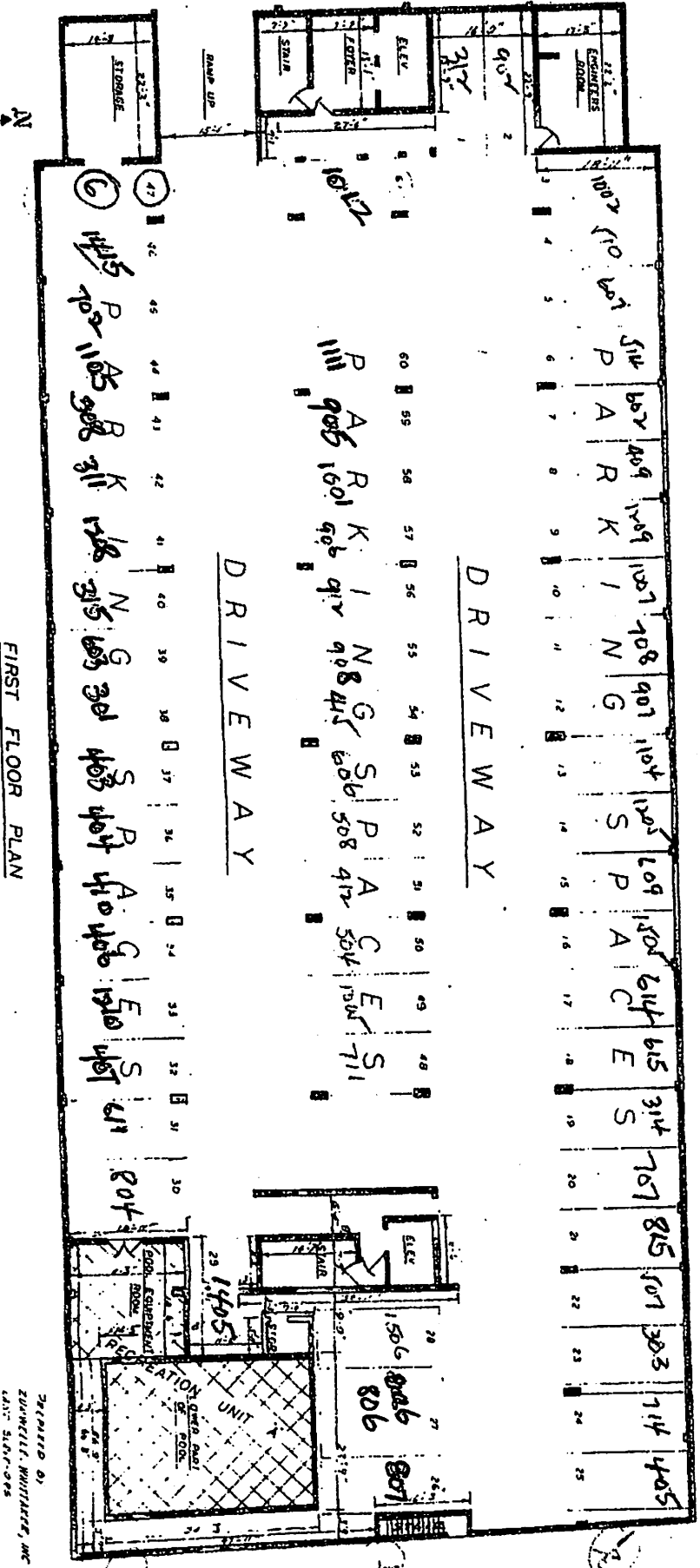
GRAPHIC DESCRIPTION & SURVEY ~ EXHIBIT 1
 PORT ROYALE CONDOMINIUM
 ORDER NO 71-100
 FEB 17-2, P 12-73

ZUBRIG & MORTIMER, INC.
 LAND SURVEYORS
 MIAMI BEACH, FLORIDA

Basement 60

DATE: FEB 15, 1971
 SHEET 3 OF 11

18-18²



FIRST FLOOR PLAN

DESIGNED BY
 ZUBRIG & MORTIMER, INC.
 LAND SURVEYORS
 MIAMI BEACH, FLORIDA

A

**PORT ROYALE CONDOMINIUM PARKING ASSIGNMENTS
BY PHYSICAL LOCATION
AS OF MARCH 3, 2004**

LOBBY LEVEL 47 SPACES

**SPACE #
& location Assigned
to Unit #**

**Assigned
to Unit #**

**Assigned
to Unit #**

SOUTH WALL

NORTH WALL

Center

19	814
20	812
21	1215
22	310
23	414
24	1407
25	1507
26	1207
27	1004
28	1009
29	706
30	1108
31	1011
32	1012
33	Entrance
34	Entrance
35	Entrance
36	Entrance

2	515
3	511
4	1102
5	402
6	512
7	307
8	805
9	715
10	911
11	801
12	710
13	608
14	1115
15	1201
16	1509
17	1211
18	1502

1	Entrance
37	309
38	809
39	910
40	802
41	903
42	1015
43	610
44	1204
45	604
46	1510
47	712
48	305
49	703

Outside

50	1112
51	1408
52	509

18-18 =

GRAPHIC DESCRIPTION & SURVEY - EXHIBIT I
PORT ROYALE CONDOMINIUM

ORDER NO 71-100
FD. 17-2, P. 12-13

ZURVELLE - WHITTAKER, INC.
LAND SURVEYORS
MIAMI BEACH FLORIDA

DATE: Feb 15, 1971
SHEET 4 OF 11

LOBBY 44
3 outside
47



SECOND FLOOR PLAN

PREPARED BY
ZURVELLE - WHITTAKER, INC.
LAND SURVEYORS
MIAMI BEACH, FLORIDA
ORDER NO 71-100 FEB 15, 1971
SH NO 3 OF 11

**PORT ROYALE CONDOMINIUM PARKING ASSIGNMENTS
BY PHYSICAL LOCATION
AS OF MARCH 3, 2004**

MEZZANINE LEVEL

51 SPACES

**SPACE #
& location** **Assigned
to Unit #**

**Assigned
to Unit #**

**Assigned
to Unit #**

North Wall

South Wall

Center

1	1203
2	506
3	1403
4	811
5	701
6	808
7	1508
8	1401
9	705
10	915
11	914
12	1406
13	605
14	612
15	1008
16	1006
17	803
18	1503
19	401

20	1412
21	1504
22	1404
23	1110
24	1109
25	1106
26	1409
27	503
28	810
29	901
30	1103
31	909
32	1101
33	1411
34	1214
35	411
36	904
37	1410

38	1010
39	1114
40	1212
41	1202
42	501
43	1003
44	704
45	1107
46	709
47	1206
48	304
49	306
50	1402
51	1414

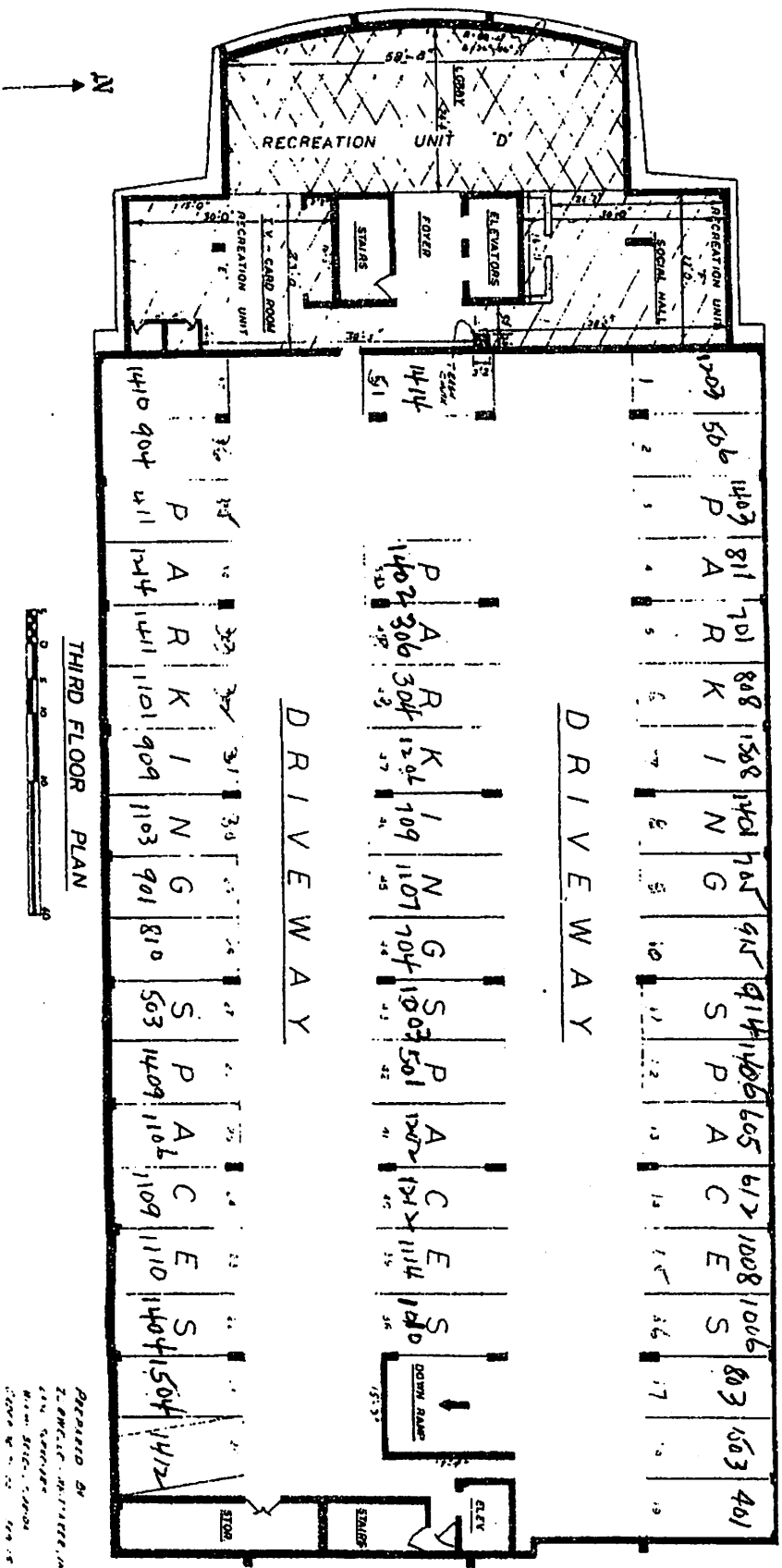
GRAPHIC DESCRIPTION & SURVEY - EXHIBIT 1
PORT ROYALE CONDOMINIUM
 ZUELWILLE - MINTZBERG, INC.
 LAND SURVEYOR
 MIAMI BEACH, FLORIDA
 ORDER NO. 71-100
 R.B. 172, 172A

MEZZANINE (51)

DATE: 10/16/1971
 SHEET 5 OF 11

① EXHIBIT - 60
 LORRY - 47
 MEZZANINE - 51
158

18-18



PREPARED BY
 ZUELWILLE - MINTZBERG, INC.
 LAND SURVEYOR
 MIAMI BEACH, FLORIDA

HA

Amendment to

OFF. REC. | 4368PG3338

By-Laws of Port Royale Condominium, Inc.

Off Rec 7137 Page 358
Change Article II, Directors, Section 1. Line 8, to:

The directors shall be elected to serve for the term of two (2) years

Off Rec 7137 Page 360
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... Secretary, all of whom may be elected annually or biennially by said Board.

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RECORDED IN OFFICIAL RECORDS
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
RICHARD P. BRINKEP
CLERK CIRCUIT COURT

Off Rec 7137 Page 366
Change Article VIII, House Rules, Section A, Line 2, to:

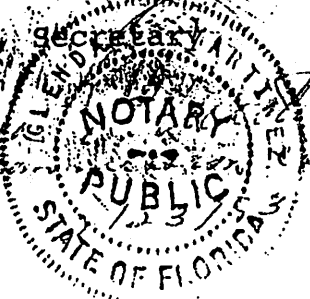
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A.2. When other than an owner occupies a unit for any period of time, a deposit is required, the amount to be determined by the Board of Directors, of which a portion will be used for screening fees, and the balance to be returned upon vacating.

Pearl Starkey

r. Pearl Starkey



Sworn to and subscribed before me this 20 day of December 1989
Notary Public State of Florida
My Commission expires 12/31/90
Penalty for perjury - up to 20 years in state p