

*Eastern Shores
White House*

CONDOMINIUM

DECLARATION OF CONDOMINIUM

OF

EASTERN SHORES WHITE HOUSE

a Condominium

North Miami Beach, Florida

GLADYS GOLDMAN, as Trustee (hereinafter referred to as Landowner), which Landowner is also the Lessor under a 99-year Lease, its successors, grantees, and assigns, and MILTON F. STEINHARDT, as Lessee under said 99-year Lease, his heirs, executors, administrators, grantees, and assigns, do hereby declare that the fee simple title to the lands hereinafter described, and the 99-year leasehold interest in and to the lands hereinafter described, are and shall be dedicated and submitted to the condominium form of ownership as legally authorized by the Legislature of the State of Florida pursuant to the provisions of the Florida Condominium Act as Amended, in accordance with the terms and conditions of this Declaration as hereinafter set forth.

I. NAME

The name by which this condominium shall be entitled shall be EASTERN SHORES WHITE HOUSE, a Condominium.

II. LEGAL DESCRIPTION OF THE LEASED LAND

The real property submitted to the condominium form of ownership relates to the following described real property situate, lying and being in Dade County, Florida:

LOTS 4, 5, 6, 7, 8, 9, THE WEST 1/2 OF LOT 10, ALL OF LOTS 28 AND 29 EASTERN SHORES 2ND ADDITION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65 AT PAGE 43 PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

SUBJECT TO any and all easements, restrictions, reservations, or limitations of record and any and all zoning or building ordinances adopted by any governmental authority having jurisdiction of the same.

ALSO SUBJECT TO all of the terms and conditions of the aforementioned 99-year Lease between GLADYS GOLDMAN, as Trustee, the Lessor of said Lease, and MILTON F. STEINHARDT, as Lessee of said Lease.

III. DEFINITIONS

A. Assessment means a share of the funds required for the payment of common expenses which, from time to time, is assessed against the unit owner.

B. Association means EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., the entity responsible for the operation of this condominium.

C. Common elements means the portions of the condominium property not included in the units.

D. Common expenses means the expenses for which the unit owners are liable to the Association. The proration of expenses of common elements in common with other condominiums to be borne by this condominium shall be a common expense. Expenses of common elements in common with other condominiums shall be borne by each condominium in proportion to the interest owned in same, as set forth in ARTICLE XV hereof.

E. 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.

F. 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.

G. Condominium parcel and/or apartment means a unit together with the undivided share in the common elements which is appurtenant to the unit.

H. Condominium property means and includes the 99-year leasehold interest to the land in the condominium and all improvements thereon; and all easements and rights appurtenant thereto intended for use in connection with this condominium and/or other condominiums as set forth in ARTICLE XV hereof.

I. Developer and/or Lessee means MILTON F. STEINHARDT.

J. Institutional first mortgage means a first mortgage executed and delivered to a bank, state, or federal savings and loan association, Massachusetts Business Trust, or insurance company, authorized to transact business in the State of Florida, creating a first mortgage lien on an apartment unit together with any other interest or undivided share in the common elements appurtenant to such apartment unit.

K. Lease refers to the 99-year leasehold interest held by the Developer, which has been submitted to the Condominium.

L. 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.

M. Majority, or majority of operating owners, means apartment owners with 51% or more of the votes assigned in the condominium documents to the apartment owners for voting purposes.

N. Operation, or operation of the condominium, means and includes the administration and Management-Maintenance of the condominium property.

O. Unit means a part of the condominium property which is subject to private ownership.

P. Unit owner or apartment owner means the owner of a condominium parcel.

Q. Common elements in common with other condominiums means those common elements in common with one (1) or more apartment buildings and other improvements containing a maximum of two hundred eight (208) residential apartment units as set forth in ARTICLE XV hereof and/or shown on the Plot Plan attached as Exhibit A hereto.

IV. CONDOMINIUM DOCUMENTS

The documents by which the condominium will be established are as follows:

This Declaration of Condominium, hereinafter called Declaration, which sets forth the nature of the property rights in the condominium and the covenants running with the land which govern those rights. All of the other condominium documents shall be subject to the provisions of this Declaration. Attached to the Declaration of Condominium are the following Exhibits:

A. Plot plan of property according to the provisions of The Condominium Act, duly certified as required under said Act, which is marked Exhibit A.

B. Articles of Incorporation of EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation, which corporation will administer and operate the condominium for the use and benefit of the owners of the individual apartments, which is marked Exhibit B.

C. By-Laws of EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation, which is marked Exhibit C.

D. Rules and Regulations of EASTERN SHORES WHITE HOUSE, a Condominium, which is marked Exhibit D.

E. Form of condominium deed by which the Developer will convey an undivided interest in the buildings and improvements, subject to the 99-year Lease, which is marked Exhibit E.

F. Ninety-nine (99) year Lease, which is marked Exhibit F.

G. Form of partial assignment of ninety-nine (99) year Lease, which is marked Exhibit G.

H. Articles of Incorporation of EASTERN SHORES WHITE HOUSE INTERCON, INC., a non-profit Florida corporation, which corporation will administer and operate the common elements in common with other condominiums for the use and benefit of all of the owners of the individual apartments, which is marked Exhibit H.

I. By-Laws of EASTERN SHORES WHITE HOUSE INTERCON, INC., a non-profit Florida corporation, which is marked Exhibit I.

J. Articles of Incorporation of ESWH MAINTENANCE CORP., a Florida corporation for profit, and the Maintenance-Management Agreement by and between said corporation and EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation, and EASTERN SHORES WHITE HOUSE INTERCON, INC., a non-profit Florida corporation, which are marked Composite Exhibit J.

V. BASIC PROPERTY COMPONENTS

The fee simple title and the 99-year leasehold interest in and to the real property which is herein submitted to the condominium form of ownership shall be developed and operated in accordance with the following plan:

A. LAND USE: The real property herein submitted, together with the improvements thereon, shall be used solely for residential purposes and recreational activities associated therewith.

B. IMPROVEMENTS: The improvements to be constructed upon the land submitted herein to the condominium form of ownership, shall be as follows:

1. The condominium shall include one (1) apartment building, containing seven (7) efficiency apartments, forty-eight (48) one-bedroom, one and one-half bath apartments, forty-eight (48) two-bedroom, two-bath apartments and sixteen (16) CORNER DELUXE two-bedroom, two-bath apartments, to be constructed in accordance with the plans and specifications prepared by HOWARD DUTKIN, A.I.A.

The apartment building will contain eight (8) floors.

In the building, the efficiency apartments, the one-bedroom, one and one-half bath apartments, the two-bedroom, two-bath apartments and the CORNER DELUXE two-bedroom, two-bath apartments, shall be numbered as follows:

(a) The efficiency apartments in the building shall be numbered as follows:

216, 316, 416, 516, 616, 716, and 816

(b) The one-bedroom, one and one-half bath apartments in the building shall be numbered as follows:

105, 106, 107, 108, 109, 110, 205, 206, 207, 208, 209, 210, 305, 306, 307, 308, 309, 310, 405, 406, 407, 408, 409, 410, 505, 506, 507, 508, 509, 510, 605, 606, 607, 608, 609, 610, 705, 706, 707, 708, 709, 710, 805, 806, 807, 808, 809, 810

(c) The two-bedroom, two-bath apartments in the building shall be numbered as follows:

102, 103, 104, 111, 112, 114, 202, 203, 204, 211, 212, 214, 302, 303, 304, 311, 312, 314, 402, 403, 404, 411, 412, 414, 502, 503, 504, 511, 512, 514, 602, 603, 604, 611, 612, 614, 702, 704, 711, 712, 714, 802, 803, 804, 811, 812, 814 and 703

(d) The CORNER DELUXE two-bedroom, two-bath apartments in the building shall be numbered as follows:

101, 115, 201, 215, 301, 315, 401, 415, 501, 515, 601, 615, 701, 715, 801, 815

(e) Apartment 216 in the building has been designated as a Manager's apartment and the title to the partial leasehold interest in and to said Manager's apartment shall be held by MILTON F. STEINHARDT.

2. In addition to the apartment building, said condominium shall include parking areas, driveways, sidewalks and recreational facilities.

C. EASEMENTS: Easements for public utilities will be granted, where necessary, to public utilities requiring the same, in order to service the real property which is a part of this condominium.

The Condominium is also subject to an easement for ingress, egress, and utilities held by the owner (Lessor) of the leased land referred to in ARTICLE VI of this Declaration, and to its successors and assigns.

The Condominium is also subject to an easement for ingress and egress and utilities for common elements in common with other condominiums as set forth in ARTICLE XV hereof.

Provided, however, that all easements created by this Declaration shall exist only during the term of the ninety-nine (99) year Lease described in ARTICLE VI hereof.

A non-exclusive easement for the use and benefit of the land described in ARTICLE II hereof, over, through and across sidewalks, paths, walks, driveways, passageways and lanes as same from time to time may exist for ingress and egress to boat docks as shown on the Plot Plan attached hereto as Exhibit A.

DOCKS, CATWALKS AND PILING ARE OWNED BY THE DEVELOPER IN FEE SIMPLE ABSOLUTE AND THE DEVELOPER SHALL HAVE THE ABSOLUTE AUTHORITY, RIGHT AND PRIVILEGE TO SELL OR LEASE DOCKS AND DOCKAGE PRIVILEGES TO PERSONS WHO ARE NOT OR WHO ARE OWNERS OF A CONDOMINIUM UNIT IN EASTERN SHORES WHITE HOUSE CONDOMINIUM.

VI. NINETY-NINE YEAR LEASE

The land submitted to the condominium form of ownership by this Declaration of Condominium has been leased for a period of ninety-nine (99) years by GLADYS GOLDMAN, as Trustee, as Lessor, to MILTON F. STEINHARDT, as Lessee.

The real property described in said Lease is the property described in ARTICLE II of this Declaration of Condominium. A copy of said Lease, marked Exhibit F, is attached to this Declaration.

Said Lease provides that individual and severable assignments are permitted, to be made by the Lessee therein to the owners of the one hundred nineteen (119) individual apartments in EASTERN SHORES WHITE HOUSE, a Condominium, which assignments shall be in a recordable form, and shall be executed by each of said assignees, and shall only be assignable to persons or legal entities who are the owners of apartments in said EASTERN SHORES WHITE HOUSE, a Condominium, and may not be assigned separate and apart from said owner's interest in and to said apartment. Each of said assignments shall require that the assignee appoint EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation, as the agent for each and every owner, for the purpose of carrying out the terms and conditions of said Lease on behalf of each and every owner, provided, however, that any and all moneys which must be paid to said EASTERN SHORES WHITE HOUSE ASSOCIATION, INC. on behalf of each owner, to permit it to carry out its duties as agent, shall continue to be payable by each assignee or his or her heirs or assigns pursuant to the terms and conditions of said Lease. A DEFAULT ON THE PART OF SAID ASSIGNEE (THE OWNER OF AN INDIVIDUAL APARTMENT) IN MAKING ANY SUCH PAYMENTS SHALL CONSTITUTE AN INDIVIDUAL DEFAULT ON THE PART OF SAID OWNER, AS EACH OWNER OF AN APARTMENT IN EASTERN SHORES WHITE HOUSE SHALL ONLY BE RESPONSIBLE FOR CARRYING OUT HIS OR HER INDIVIDUAL OBLIGATIONS UNDER THE TERMS AND CONDITIONS OF SAID LEASE, AND SHALL NOT BE RESPONSIBLE FOR COMPLIANCE WITH THE TERMS THEREOF BY OTHER OWNERS OF OTHER APARTMENTS IN SAID EASTERN SHORES WHITE HOUSE, A CONDOMINIUM. THE OWNER OF SUCH APARTMENT SHALL BE RESPONSIBLE FOR PAYING HIS OR HER SHARE OF THE GROUND RENTAL REQUIRED UNDER THE TERMS OF SAID LEASE, SUBJECT TO ANY ADJUSTMENT RESULTING IN AN INCREASE IN THE COST OF LIVING AND/OR DEVALUATION, AND THE OWNER OF EACH APARTMENT SHALL ALSO BE RESPONSIBLE FOR PAYING FOR HIS OR HER SHARE OF THE MAINTENANCE AND EXPENSE UNDER THE TERMS OF SAID LEASE AS A COMMON EXPENSE, INCLUDING BUT NOT LIMITED TO, THE GROUND RENTAL, MAINTENANCE-MANAGEMENT, EXPENSES AND MORTGAGE PAYMENTS ON THE MANAGER'S APARTMENT LOCATED ON THE DEMISED PREMISES, AND ALL TAXES, INCLUDING BUT NOT LIMITED TO REAL AND PERSONAL PROPERTY TAXES, WHETHER ASSESSED AGAINST THE CONDOMINIUM PROPERTY AND IMPROVEMENTS THEREON, INCLUDING THE COMMON ELEMENTS IN COMMON WITH OTHER CONDOMINIUMS.

VII. DEVELOPER'S UNITS AND PRIVILEGES

A. The Developer at the time of the recording of this Declaration of Condominium, is the owner of a 99-year leasehold interest in and to the real property and individual condominium units (apartments) together with any appurtenances thereto. The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, mortgage or lease units to any persons approved by him. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including but not limited to the right to maintain models, have signs, employees in the office, use the common elements and/or common elements in common with other condominiums, and to show apartments. A sales office, signs, and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold apartments, the Developer retains the right to be the owner thereof, and to fully deal with the same without the approval of the Association.

This ARTICLE shall not be subject to amendment.

VIII. OWNERSHIP OF CONDOMINIUM PARCELS, MAINTENANCE AND ALTERATIONS

Each condominium parcel or apartment unit shall include the following interests, rights, easements, and appurtenances in the condominium:

A. LEASEHOLD PROPERTY: Each condominium parcel (apartment unit) together with all the appurtenances thereto, shall, for all purposes, constitute a separate leasehold interest in real property which may be assigned, transferred and encumbered in the same manner as any other leasehold interest in real property, independently of all other parts of the condominium property, subject only to the provisions of the condominium documents and the 99-year Lease, marked Exhibit F. Each condominium parcel (apartment unit) as part of the undivided leasehold interest assigned thereto, owns an undivided portion of the buildings and other improvements located on the leasehold property equal to the percentage of interest in the leasehold common elements appurtenant to said apartment, but the same shall not include any interest in the fee simple title to the land upon which said buildings or improvements are located, and the same may not be transferred or conveyed separate and apart from a transfer of the leasehold interest to said condominium parcel.

B. POSSESSION: Each apartment unit owner shall be entitled to the exclusive possession of his apartment.

C. BOUNDARIES: Each apartment unit shall include all of the apartment buildings within the boundaries which shall be determined in the following manner:

Apartment Boundaries: Each apartment unit shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

1. Upper and Lower Boundaries: The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundary: The horizontal plane of the undercoat finished ceiling.

(b) Lower Boundary: The horizontal plane of the lower surface of the floor slab. Where the lower surfaces of the floor slab coincide with the upper boundary of a lower apartment unit, said lower boundary shall be considered as the same as the horizontal plane of the undercoat finished ceiling of said lower apartment.

2. Perimetrical Boundaries: The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(a) Exterior Building Walls: The intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon, and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of ground floor apartments, such boundaries shall include the terrace serving such apartments.

(b) Interior Building Walls: The vertical planes of the center line of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

(1) When walls between apartments are of varying thickness, or about a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(2) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

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

1. Common Elements and Common Elements in Common with Other Condominiums: The right to use in common with the other apartment owners the common elements and common elements in common with other condominiums which shall be all parts of the condominium not included within an individual apartment or within a limited common element. The ownership of each apartment shall include and there shall pass with each apartment as appurtenances thereto, whether or not separately described, all of the right, title, and interest of an apartment owner in the condominium property. Each apartment unit shall have an undivided share in and to the common areas, common areas in common with other condominiums, facilities, elements, and surplus of the condominium. Each apartment unit shall bear an undivided share of the common expense of the condominium. The undivided share in the common areas, common areas in common with other condominiums, facilities, elements, and surplus, and the undivided share of the common expense assigned to each apartment unit is hereafter set forth as a percentage, as follows:

<u>APT. NO.</u>	<u>% OF INTEREST IN THE COMMON AREAS, COMMON AREAS IN COMMON WITH OTHER CONDOMINIUMS, FACILITIES, ELEMENTS AND SURPLUS</u>	<u>INITIAL MONTHLY MAINTEN- ANCE NOT INCLUDING GROUND RENTAL UNDER THE 99-YEAR LEASE, ALL TAXES OR MORT- GAGE PAYMENTS</u>
101	.95	\$20.00
102	.92	\$20.00
103	.92	\$20.00
104	.92	\$20.00
105	.73	\$20.00
106	.72	\$20.00
107	.73	\$20.00
108	.72	\$20.00
109	.73	\$20.00
110	.72	\$20.00
111	.92	\$20.00
112	.92	\$20.00
114	.92	\$20.00
115	.95	\$20.00
201	.92	\$20.00
202	.89	\$20.00
203	.89	\$20.00
204	.89	\$20.00
205	.70	\$20.00
206	.69	\$20.00
207	.70	\$20.00
208	.69	\$20.00
209	.70	\$20.00
210	.69	\$20.00
211	.89	\$20.00
212	.89	\$20.00
214	.89	\$20.00
215	.92	\$20.00
216 Manager's Apartment	.58	\$20.00
301	.93	\$20.00
302	.90	\$20.00
303	.90	\$20.00
304	.90	\$20.00
305	.72	\$20.00
306	.70	\$20.00

APT. NO.	% OF INTEREST IN THE COMMON AREAS, COMMON AREAS IN COMMON WITH OTHER CONDOMINIUMS, FACILITIES, ELEMENTS AND SURPLUS	INITIAL MONTHLY MAINTEN- ANCE NOT INCLUDING GROUND RENTAL UNDER THE 99-YEAR LEASE, ALL TAXES OR MORT- GAGE PAYMENTS
307	.72	\$20.00
308	.70	\$20.00
309	.72	\$20.00
310	.70	\$20.00
311	.90	\$20.00
312	.90	\$20.00
314	.90	\$20.00
315	.93	\$20.00
316	.60	\$20.00
401	.95	\$20.00
402	.92	\$20.00
403	.92	\$20.00
404	.92	\$20.00
405	.73	\$20.00
406	.72	\$20.00
407	.73	\$20.00
408	.72	\$20.00
409	.73	\$20.00
410	.72	\$20.00
411	.92	\$20.00
412	.92	\$20.00
414	.92	\$20.00
415	.95	\$20.00
416	.61	\$20.00
501	.96	\$20.00
502	.93	\$20.00
503	.93	\$20.00
504	.93	\$20.00
505	.75	\$20.00
506	.73	\$20.00
507	.75	\$20.00
508	.73	\$20.00
509	.75	\$20.00
510	.73	\$20.00
511	.93	\$20.00
512	.93	\$20.00
514	.93	\$20.00
515	.96	\$20.00
516	.63	\$20.00
601	.98	\$20.00
602	.95	\$20.00
603	.95	\$20.00
604	.95	\$20.00
605	.77	\$20.00
606	.75	\$20.00
607	.77	\$20.00
608	.75	\$20.00
609	.77	\$20.00
610	.75	\$20.00
611	.95	\$20.00
612	.95	\$20.00
614	.95	\$20.00
615	.98	\$20.00
616	.64	\$20.00
701	.99	\$20.00
702	.96	\$20.00
703	.96	\$20.00
704	.96	\$20.00
705	.78	\$20.00
706	.77	\$20.00
707	.78	\$20.00
708	.77	\$20.00
709	.78	\$20.00
710	.77	\$20.00
711	.96	\$20.00

<u>APT. NO.</u>	<u>% OF INTEREST IN THE COMMON AREAS, COMMON AREAS IN COMMON WITH OTHER CONDOMINIUMS, FACILITIES, ELEMENTS AND SURPLUS</u>	<u>INITIAL MONTHLY MAINTEN- ANCE NOT INCLUDING GROUND RENTAL UNDER THE 99-YEAR LEASE, ALL TAXES OR MORT- GAGE PAYMENTS</u>
712	.96	\$20.00
714	.96	\$20.00
715	.99	\$20.00
716	.66	\$20.00
801	1.01	\$20.00
802	.98	\$20.00
803	.98	\$20.00
804	.98	\$20.00
805	.80	\$20.00
806	.78	\$20.00
807	.80	\$20.00
808	.78	\$20.00
809	.80	\$20.00
810	.78	\$20.00
811	.98	\$20.00
812	.98	\$20.00
814	.98	\$20.00
815	1.01	\$20.00
816	.67	\$20.00

In the event of the termination of the condominium, each owner's interest in the condominium property shall be in the percentage set forth above relating to said owner's interest in the common elements. Each apartment shall have one (1) vote in the affairs of the condominium.

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

F. CROSS EASEMENTS: The appurtenances shall include the following easements from each apartment owner to each other apartment owner and to the Association:

1. Ingress and Egress: Easements through the common areas for ingress and egress, and easements through the common elements in common with other condominiums for ingress and egress.

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

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

4. Utilities: Easements through the apartments, common areas in common with other condominiums, and common areas for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility service to other apartments, common areas in common with other condominiums, and the common elements, provided, however, that such easements through an apartment shall be only according to the plans and specifications for the apartment building unless approved in writing by the owner of the apartment unit.

5. Term: Providing, however, that all easements created by this Declaration shall exist only during the term of the ninety-nine (99) year Lease described in ARTICLE VI hereof.

G. MAINTENANCE-MANAGEMENT: The responsibility for the Maintenance-Management of an apartment shall be as follows:

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

(a) All portions of any apartment, except interior wall surfaces not contributing to the support of the apartment building, which portions shall

include but not be limited to the roof, outside walls of the apartment building, interior boundary walls of apartments, and load-bearing columns.

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

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

(d) All painting of the condominium apartment building, including the common elements and common elements in common with other condominiums.

(e) All roofs of the condominium apartment building, including the common elements and common elements in common with other condominiums.

(f) All seawalls located on the property described in ARTICLE II hereof and shown on the Plot Plan attached hereto as Exhibit A.

2. By the Apartment Owner: The responsibility of the individual apartment owner shall be as follows:

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

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building without the written consent of the Board of Directors of the Association.

(c) To promptly report to the Association any defect in or need for repairs to improvements which are the responsibility of the Association.

H. ALTERATION AND IMPROVEMENT: No apartment owner shall make any alterations in the portions of the apartment and apartment building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining unanimous approval of all owners of other apartments in the same building, and the approval of the Board of Directors of the Association.

I. PARTITION: No action for partition shall lie in favor of any of the owners so long as the condominium is in existence.

J. AUTOMOBILE PARKING SPACE: The location and dimensions of automobile parking spaces are as more particularly described upon the plan which is attached hereto as Exhibit A, and are each identified numerically on such plan. One such parking space has been assigned to the exclusive use of each apartment owner so that the occupants of each apartment will be entitled to one parking space for one automobile. The initial assignment of each parking space shall be made by the Developer. Subsequent assignments may be made by each apartment owner, or by operation of law, to any other apartment owner in an exchange of spaces or the sale or transfer of an apartment, provided an apartment always has an assigned parking space. Every assignment and re-assignment of a parking space shall be evidenced by a Certificate issued by the Association, and such Certificate shall be transferable only upon the books and records of the Association, and not upon the Public Records of Dade County.

IX. ASSESSMENTS

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

A. Share of Expenses, Common Expenses: The expense for the operation and maintenance of the common elements (including both common elements, common elements in common with other condominiums, and limited common elements, and the manager's apartment) shall be a common expense. Each apartment owner shall be liable for his or her share of said expenses as set forth in ARTICLE VIII D 1, as provided therein, except as provided in subparagraph D of this ARTICLE IX. Any increase or decrease in said common expenses shall be proportionate to the initial monthly maintenance assessment provided in said ARTICLE VIII D 1.

The owners of each efficiency apartment shall be responsible for paying an initial monthly ground rental of THIRTY DOLLARS (\$30.00) per month, the owners of each one-bedroom, one and one-half bath apartment shall be responsible for paying an initial monthly ground rental of THIRTY DOLLARS (\$30.00) per month, and the owners of each two-bedroom, two-bath apartment shall be responsible for paying an initial monthly ground rental of FORTY DOLLARS (\$40.00) per month, and the owners of each CORNER DELUXE two-bedroom, two-bath apartment shall be responsible for paying an initial monthly ground rental of FORTY-FIVE DOLLARS (\$45.00) per month. Said ground rentals are subject to increase in case of cost of living increase and/or devaluation.

THE PAYMENT OF THE ABOVE RENTALS SHALL BE THE SEVERAL OBLIGATION OF THE VARIOUS ONE HUNDRED NINETEEN (119) APARTMENTS WHICH ARE A PART OF EASTERN SHORES WHITE HOUSE, A CONDOMINIUM. THE ABOVE RENTALS SHALL BE PAYABLE BY THE VARIOUS ONE HUNDRED NINETEEN (119) APARTMENTS WHICH ARE A PART OF EASTERN SHORES WHITE HOUSE, A CONDOMINIUM, IN ADVANCE FOR A THREE (3) MONTH PERIOD OF TIME FROM THE RESPECTIVE DATE OF CLOSING ON EACH OF SAID APARTMENTS. THEREAFTER, EACH OF THE SAID APARTMENTS SHALL CONTINUE TO PAY, IN EQUAL CONSECUTIVE QUARTERLY PAYMENTS IN ADVANCE, THEIR RESPECTIVE GROUND RENTAL AS SET FORTH HEREIN. IT IS AGREED AND UNDERSTOOD THAT THE RENTAL TO BE PAID TO THE LANDOWNER IS A NET RENTAL, THAT THE APARTMENT OWNERS SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TAXES, ASSESSMENTS, COST OF UTILITIES, INSURANCE PREMIUMS, MAINTENANCE-MANAGEMENT, OPERATING COSTS, OR ANY OTHER EXPENSES OF ANY NATURE WHATSOEVER INCURRED IN CONNECTION THEREWITH, ALL OF WHICH ARE TO BE PAID BY THE APARTMENT OWNERS AS SET FORTH IN THE 99-YEAR LEASE MARKED EXHIBIT F.

B. Accounts: All sums collected from assessments shall be held in trust for the apartment owners and shall be credited to the apartment owner's account form which shall be paid the expenses for which the respective assessments are made.

C. Assessments for Recurring Expenses: Assessments for recurring expenses for each account shall include the estimated expenses chargeable to the account and a reasonable allowance for contingencies and reserves, less the unused fund balance credited to such account. Assessments shall be made for the calendar year annually in advance on December first preceding the year for which assessments are made, and such annual assessments shall constitute a lien for the total amount of all such annual assessments against the unit for which such assessment is made. Such assessments shall be due in four (4) equal consecutive quarterly payments commencing on the first day of the year for which the assessments are made, and continuing each and every three (3) months thereafter. Upon default by any unit owner in the payment of any quarterly installment within thirty (30) days after the due date thereof, then the Association, at its option and without notice, shall be entitled to accelerate the payment of the balance of such quarterly installments for the then current assessment year. In the event such an annual assessment proves to be insufficient, it may be amended at any time by action of a majority of the Board of Directors of the Association. The unpaid assessment for the remaining portion of the year shall be due in equal monthly installments on the first day of each month thereafter during the year for which the assessment is made. If an annual assessment is not made or required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

D. Assessments: Liability for payment in the event of foreclosure. In the event of foreclosure of a first mortgage encumbering an apartment, the purchaser at such sale, his successor or assigns, shall not be liable for the share of assessments pertaining to such apartment chargeable to the former owner of such apartment which became due prior to the foreclosure sale of such apartment. Such unpaid share of the assessment shall be deemed to be common expenses collectible from all of the apartment owners, including the purchaser, his successors or assigns. The foregoing provision shall also be applicable to the conveyance of an apartment unit to a first mortgage in lieu of foreclosure. The foregoing exemption for payment of assessments is in addition to and no way restrictive of the additional exemptions granted herein to mortgagees under the provisions of ARTICLE XIX hereof.

E. Assessments for Emergencies: Assessments for common expenses of emergencies requiring immediate repair and which cannot be paid from the assessments for recurring expenses, shall only be made after approval of the Board of Directors. After such approval by the Board of Directors, such emergency assessment shall become effective; and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors may require.

F. Assessment for Liens: All liens of any nature whatsoever, including taxes and special assessments levied by governmental authority which are a lien

upon more than one apartment or any portion of the common areas and/or common areas in common with other condominiums, shall be paid by the Association as a common expense and shall be assessed against the apartment units as a common expense.

G. Assessment Roll: The assessments for common expenses shall be set forth upon a roll of the apartments which shall be available in the office of the Association for inspection by apartment owners at all reasonable times. Such roll shall indicate for each apartment the name and address of the owner or owners, the assessments for all purposes, and the amounts paid and unpaid of all assessments. Any person other than the apartment owner to whom a certificate is issued may rely upon a certificate which shall be made from such assessment roll by the Treasurer or Assistant Treasurer of the Association as to the status of an apartment owner's assessment account as of the date upon which it is delivered.

H. Liability for Assessments: The owner of an apartment and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of a grantee to recover from the grantors the amounts paid by the grantee therefor. SUCH LIABILITY MAY NOT BE AVOIDED BY WAIVER OF THE USE OR ENJOYMENT OF THE COMMON ELEMENTS AND/OR COMMON ELEMENTS IN COMMON WITH OTHER CONDOMINIUMS INCLUDING BUT NOT LIMITED TO RECREATIONAL FACILITIES, OR BY ABANDONMENT OF THE APARTMENT FOR WHICH THE ASSESSMENTS ARE MADE. A purchaser of an apartment at a judicial sale shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated for the period after the date of such sale.

I. Lien for Assessments: The unpaid portion of an assessment which is due, including payments accelerated pursuant to the preceding Paragraph C hereof, shall be secured by a lien upon:

1. The apartment and all appurtenances thereto when a notice claiming a lien has been recorded by the Association and/or Developer in the Public Records of Dade County, Florida, which claim of lien shall not be recorded until the payment is past due for at least ten (10) days and which lien shall be effective as against the owner and all parties having knowledge thereof, actual or constructive by virtue of the recordation.

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

J. Collections:

1. Interest, application of payments, assessments, and installments paid on or before fifteen (15) days after due date shall not bear interest; but all sums not paid on or before fifteen (15) days after due date shall bear interest at the rate of ten (10%) per cent per annum from due date until paid. All payments on account shall be applied first to interest, if accrued, and then to the assessment payment first due.

2. Suit: The Association and/or Developer at their option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessment, or by any other competent proceeding and, in either event, the Association and/or Developer shall be entitled to recover the payments which are delinquent at the time of judgment, together with interest and costs of suits and reasonable attorneys' fees.

K. Priority of Assessments: As to the priority between the lien of a recorded first mortgage and/or the 99-year Lease and the lien for an assessment, the lien for the assessment shall be subordinated and inferior to any recorded institutional first mortgage and/or the 99-year Lease which is marked Exhibit F, regardless of when said assessment was due.

X. ADMINISTRATION

The administration of the condominium, including the acts required by the Association by the condominium documents, the Maintenance-Management, and repair, and operation of the common facilities and common facilities in common with other condominiums, and the maintenance and repair of all portions of apartments required to be maintained by the Association shall be the responsibility of the Association and shall be governed by the following provisions:

A. The Association has been incorporated under the name of EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., as a corporation not for profit, under the laws of the State of Florida, under Articles of Incorporation, marked Exhibit B.

B. The By-Laws of the Association are marked Exhibit C and shall remain in effect until such By-Laws are amended as therein provided.

C. The duties and powers of the Association are those set forth in the condominium documents together with those powers and duties reasonably implied to effect the purpose of the Association and the condominium, including but not limited to entering into a Maintenance-Management Contract.

D. Notice for a special meeting may be given by the Association to apartment owners and by apartment owners to the Association in the manner provided for notice to members by the By-Laws of the Association.

E. Trust. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the use and benefit of the apartment owners and for the purposes therein stated.

F. Insurance. The insurance other than title insurance, which shall be carried upon the condominium property and the property of the apartment owners, shall be governed by the following provisions:

1. Purchase; name insured.

(a) Purchase. All insurance policies upon the condominium property shall be purchased by the Developer through an agent having a place of business in Dade or Broward County, Florida, and shall be issued by an insurance company authorized to do business in Florida.

(b) Approval. The insurance agency and insurance company shall be subject to approval by ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT LAUDERDALE, of Fort Lauderdale, Florida, whenever that institution is listed in the roster of mortgagees; and if such institution is not listed in this roster, then by the bank, savings and loan association or insurance company which, according to such roster at the time of approval, is the owner and holder of the oldest unsatisfied mortgage upon an apartment in the condominium held by such an institution. Such approval may be obtained by directing to the mortgagee having the right of approval, a request in writing for approval or disapproval within ten (10) days after the receipt of the request; and if a response from the mortgagee is not received within such ten (10) day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

(c) Named insured. The named insured shall be the Association individually and as agent for the apartment owners without naming them, and shall include the mortgagees of apartments which are listed in the roster of mortgagees. Said policies shall also list the Lessor and Lessee of the 99-year Lease as a named insured. Such policies shall provide that payments for losses thereunder by the insurer shall be paid 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, I.E., HOME-OWNERS POLICY.

(d) Copies to Mortgagees. One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee included in the mortgagee roster. Such copies shall be furnished not less than ten (10) days prior to the expiration of the expiring policies.

2. Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the common elements and common elements in common with other condominiums shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Developer. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage enforcement, and,

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

(b) Public Liability in such amounts and with such coverage as shall be required by the Developer, 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.

(c) Workmen's Compensation policy to meet the requirements of law.

(d) Such other insurance as the Developer shall determine from time to time to be desirable.

3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. Not less than ten (10) days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

4. Insurance Trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of GLADYS GOLDMAN, as Trustee, the Lessor under the 99-year Lease, the Lessee under the 99-year Lease, and 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 GLADYS GOLDMAN, as Trustee, or to a bank in Florida with trust powers as may be designated as Insurance Trustee by the Board of Directors of the Association and Developer, which Trustee is herein referred to as the Insurance Trustee. 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 hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the apartment owners and their mortgagees, in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements and Common Elements in Common with Other Condominiums. Proceeds on account of damage to common elements and common elements in common with other condominiums - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(b) Apartments. Proceeds on account of damage to apartments shall be held 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.

(c) 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 interest 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.

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

(a) Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(b) Reconstruction and Repair. The remaining proceeds of any insurance policy shall be utilized to defray the cost of reconstructing or repairing any damage. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them.

(c) 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.

6. Association as Agent. The Association and Developer are hereby 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.

7. Benefit of Mortgagees. Certain provisions in this Paragraph F entitled "Insurance" are for the benefit of mortgagees of condominium parcels, and all of such provisions are covenants for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

C. Reconstruction or repair after casualty.

1. Reconstruction or Repair Required. In the event of any casualty to the common elements and/or common elements in common with other condominiums or to the individual apartment units, the same shall be repaired or reconstructed, as the case may be, by the Association or the individual apartment owner.

2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building and improvements thereto, portions of which are attached hereto as exhibits or if not, then according to plans and specifications approved by the Developer.

3. 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 the reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

4. Estimate of Costs. Immediately after a determination 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 and repair.

5. Assessments. If the proceeds of 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 thereof are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements and/or common elements in common with other condominiums, in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to common elements and/or common elements in common with other condominiums shall be in proportion to the owner's share in the common elements.

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

(a) Association. If the total of 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 FIVE THOUSAND DOLLARS (\$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.

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

(1) Association - Lesser Damage. If the amount of the estimated costs of construction and repair which is the responsibility of the Association, is less than FIVE THOUSAND DOLLARS (\$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.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than FIVE THOUSAND DOLLARS (\$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.

(3) 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.

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

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. 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 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.

H. Taxes and Special Assessments.

1. Anticipated Taxes. It is anticipated that taxes and special assessments upon the apartments, common elements and common elements in common with other condominiums, will be assessed by the taxing authorities to the individual apartment owners.

2. Other Assessments. Any taxes and special assessments upon the condominium property which are not assessed against the apartment owners shall be included in the budget of the Association as recurring expenses and shall be assessed against the apartment owners as a common expense, subject to the provisions of ARTICLE XIV hereof.

3. Return for Taxation. The Association shall make a return of all apartments for taxation in the name of the respective owners. Such return shall show each apartment owner's share in the apartment buildings as being the share which the apartment owner owns in the common elements and common elements in common with other condominiums which are appurtenant to the apartments in the building.

XI. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

A. Single family residences - The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the apartments for

which provision is made by the condominium documents shall be occupied only by a single family as its residence. No one (1) efficiency apartment shall be permanently occupied at any time by more than two (2) individuals, and no one (1) one-bedroom, one and one-half bath apartment shall be permanently occupied at any time by more than four (4) individuals, and no one (1) two-bedroom, two-bath apartment shall be permanently occupied at any time by more than six (6) individuals.

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

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

D. Subleasing - Entire apartments may be rented, provided the occupancy is only by the sublessee and his family, servants and guests, and the term of said sublease is not for less than three (3) months. All permanent occupants must be at least twelve (12) years of age. No rooms may be rented, and no transient tenants accommodated.

E. Regulations - Reasonable Rules and Regulations concerning the use of the condominium property have been made and are marked Exhibit D, and may be amended from time to time by the Board of Directors of the Association, provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five (75%) per cent of the votes of the entire membership of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all apartment owners.

F. Transfers of Ownership - In order to secure a community of congenial residents and thus protect the value of the apartments, the sale, subleasing and mortgaging of apartments by any owner other than the Developer shall be subject to the following provisions so long as the apartment buildings in useful condition exist upon the land:

1. Sale or Sublease - No apartment owner may dispose of an apartment or any interest therein by sale or by sublease without approval of the Association and Developer except to another apartment owner. If the purchaser or sublessee is a corporation, the approval may be conditioned upon the approval of those individuals who will be the occupants of the apartment. The approval of the Association shall be obtained as follows:

(a) Notice to Association and Developer. An apartment owner intending to make a bona fide sale or a bona fide sublease of his apartment or any interest therein, shall give notice, in writing, by Certified Mail, return receipt requested, to the Association and Developer of such intention, together with the name and address of the proposed purchaser or sublessee, together with such other information as the Association and Developer may require.

(b) Election of Association or Developer. Within thirty (30) days after receipt of said notice, the Association and Developer must approve the transaction or furnish a purchaser or sublessee approved by the Association or Developer who will accept terms as favorable to the apartment owner as the terms stated in said notice. Such purchaser or sublessee furnished by the Association or Developer may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction. The approval of the Association and/or Developer shall be in recordable form and delivered to their purchaser or sublessee. In the event that the Association or Developer does not furnish a purchaser or sublessee approved by the Association or Developer who will accept terms as favorable to the apartment owner as the terms stated in the notice within thirty (30) days after receipt of said notice, then and in that event the apartment owner shall be free to sell or sublease his apartment to the proposed purchaser or sublessee, and the Association and Developer shall provide the purchaser or sublessee of said sale or sublease with an approval in recordable form.

(c) In the event of the death of the owner of an apartment, his heir, devisee, or the grantee or the personal representative of the estate of such deceased owner shall give notice, in writing, by Certified Mail, return receipt requested, to the Association and Developer of the intent of such heir, devisee, or grantee or the personal representative of the estate to occupy said apartment together with the name and address of the proposed occupant together with such other information as the Association and Developer may require. Within thirty (30) days after receipt of said notice, the Association and Developer must approve the occupancy of the apartment by such applicant or furnish a purchaser who will purchase the apartment from said heir, devisee, or grantee or the personal representative of the estate at the then market value of the apartment. In the event that the Association or Developer does not furnish a purchaser approved by the Association or Developer who will purchase said apartment from said heir, devisee or grantee, or the personal representative of the estate at the then market value of the apartment, within thirty (30) days after receipt of said notice, then and in that event the Association and Developer shall provide the proposed occupant with an approval in recordable form, and said occupant shall be entitled to occupy said apartment.

2. Mortgage. Except as hereinafter provided in ARTICLE XVIII hereof, no apartment owner may mortgage and/or refinance his apartment or any interest therein without the approval of the Developer. The approval by the Developer may be arbitrarily withheld. This provision shall not be construed so as to prevent an apartment owner from accepting a purchase money mortgage from an approved purchaser.

3. Liens.

(a) Protection of Property. All liens against an apartment other than for permitted mortgages, taxes, or special assessments shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon an apartment shall be paid before they become delinquent.

(b) Notice of Lien. An apartment owner shall give notice to the Association and Developer of every lien against his apartment other than permitted mortgages, taxes, and special assessments, within five (5) days after the lien attaches.

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

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

4. Judicial Sales. Except such judicial sale as may be occasioned by the foreclosure of a first mortgage, no judicial sale of an apartment or any interest therein shall be valid unless:

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

(b) Public Sale. The sale is a public sale with open bidding; or

(c) Should the interest of an apartment owner become subject to a first mortgage as security in good faith or for value, the holder of such mortgage, upon becoming the owner of such interest through whatever means, shall have the unqualified right to sell, sublease or otherwise dispose of said interest, and the transfer of the leasehold interest to said apartment may be accomplished without the prior approval of the Association and/or Developer, notwithstanding provisions herein to the contrary, but the seller shall otherwise sell and the purchaser or sublessee shall take subject to this Declaration of Condominium and exhibits attached hereto, which includes the 99-year Lease.

5. Unauthorized Transactions. Any sale, mortgage, or sublease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association and Developer.

6. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of the condominium documents and regulations

adopted pursuant thereto, and said documents and regulations as they may be amended from time to time. A default shall entitle the Association and/or Developer to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief, or both, and which actions may be maintained by the Association and/or Developer.

(b) Negligence. An apartment owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family or his or their guests, employees, agents, or lessees. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment.

(c) Costs and Attorneys' Fees. In any proceeding brought by the Developer arising because of an alleged default by an apartment owner and/or Association, the Developer shall be entitled to recover the costs of the proceedings and reasonable attorneys' fees.

(d) No Waiver of Rights. The failure of the Association and/or Developer to enforce any covenant, restriction or other provision of the condominium documents and exhibits thereto, shall not constitute a waiver of the right to do so thereafter.

7. Instruments of Transfer. All sales or transfers of an owner's interest in EASTERN SHORES WHITE HOUSE, a Condominium, other than those by operation of law or by judicial sale, shall only be effected by the execution and delivery by the selling owner, and the execution by the purchaser of a condominium deed in the form attached hereto as Exhibit E, and by the execution and delivery by the selling owner, and the execution by the purchaser of an assignment of lease in the form attached hereto marked Exhibit G.

XII. AMENDMENT

A. Declaration of Condominium. Except as herein otherwise provided, amendments to the Declaration shall be adopted as follows:

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

2. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the apartment owners, meeting as members of the Association and, after being proposed and approved by one of such bodies, it must be approved by the other. Directors and apartment owners not present at the meeting considering the amendment may express their approval or disapproval in writing. Such approvals must be by seventy-five (75%) per cent of the Board of Directors and by not less than seventy-five (75%) per cent of the members of the Association, except as to an amendment altering the shares of ownership in the common elements and/or common elements in common with other condominiums or the share of the common expenses of the condominium or the voting rights of any of the owners of the condominium, any of which shall require the approval of one hundred (100%) per cent of the owners, first mortgagees, Developer and Lessor.

3. Copy of proposed resolutions shall be furnished unto all bona fide first mortgage holders, Developer and Trustee-Lessor; and the approval of such mortgagee, Developer, and Trustee-Lessor must be received in writing by the Association before adoption by the Association of such resolutions.

4. Recording. A copy of each amendment shall be certified by the officers of the Association as having been duly adopted, and shall be effective when recorded among the Public Records of Dade County, Florida.

B. Association Charter and By-Laws. The Articles of Incorporation and the By-Laws of EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation, and EASTERN SHORES WHITE HOUSE INTERCON, INC., a non-profit Florida corporation, may be amended in the manner provided by such documents.

C. PROVISIO. PROVIDED, HOWEVER, THAT NO AMENDMENT OF ANY NATURE WHATSOEVER OF THE DECLARATION OF CONDOMINIUM OF EASTERN SHORES WHITE HOUSE, A CONDOMINIUM, AND ALL EXHIBITS ATTACHED THERETO, SHALL DISCRIMINATE AGAINST THE DEVELOPER,

TRUSTEE-LESSOR, OR FIRST MORTGAGEES UNLESS THE PARTIES SO AFFECTED SHALL CONSENT IN WRITING TO SUCH AMENDMENT.

D. No amendment shall be made to alter the provisions herein regarding the common elements in common with other condominiums without the concurrence of each member thereof, as provided in ARTICLE XV hereof.

E. Developer's Additional Rights. Irrespective of anything else herein contained, no amendment may be made to this Declaration of Condominium or to any of the Exhibits attached hereto, without the written consent of the Developer, so long as it retains the ownership of any condominium parcel (apartment unit).

The Developer reserves the right at any time prior to the recording thereof, to make amendments to the proposed Declaration of Condominium and Exhibits attached thereto of EASTERN SHORES WHITE HOUSE, a Condominium, so long as said amendments do not affect the percentage of ownership in the common elements, common elements in common with other condominiums, assessments, voting rights, location or size of any apartment, as to any apartment previously sold to any purchaser prior to the time of said amendment. No such amendment shall be effective, however, as to any apartment unit encumbered by the lien of any permitted mortgage until the written consent of said mortgagee has been obtained and filed of record.

XIII. TERMINATION

The condominium may be terminated in the following manner:

A. Agreement: The termination of the condominium may be effected by the unanimous agreement of the apartment owners and all mortgagees, Developer, and Trustee-Lessor, which agreement shall be evidenced by an instrument executed in the same manner as required for the conveyance of land. The termination shall become effective when such agreement has been recorded in the Public Records of Dade County, Florida.

B. Shares of Ownership After Termination. After termination of the condominium, the apartment owners shall own the condominium property as tenants in common in undivided shares, and their mortgages, liens, and the Lessor of the 99-year Lease upon which the condominium has been constructed shall have mortgages and liens upon the respective shares of the apartment owners.

XIV. ADDITIONAL RIGHTS OF MORTGAGEES

Notwithstanding any provision in this Declaration and the exhibits attached hereto to the contrary, should the holder of any institutional mortgage lien acquire, by foreclosure or by deed, the leasehold title to any of said individual condominium apartment units, any accrued ground rentals due, as provided for under this Declaration, from any such apartment unit shall be cancelled, and all ground rentals payable by such apartment unit during said period of ownership by said institutional mortgagee shall abate, and the ground rentals due the Lessor herein shall be proportionately reduced by that portion of the rentals allocable to the apartment acquired by said institutional mortgagee, and during the period of ownership of the leasehold interest in and to said apartment unit by the holder of said institutional mortgage, the lien granted the Lessor shall be inferior and subordinate to the title of said institutional mortgagee, provided, however, that upon transfer of said title or sublease by said lending institution to any third party, or to EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation, said ground rentals accruing thereafter shall be reinstated at their full amount, and shall be due and payable by the owner or sublessee of said condominium apartment unit to EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation, and in turn by EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation, to the Lessor herein, provided, however, that said transferee shall not be liable for any ground rentals due the Lessor prior to the date of said transfer or sublease.

The abatement of rentals as hereinabove set forth in favor of any institutional mortgagee shall not in any way be construed as subordinating the fee simple title owned by the Lessor or the Lessor's interest in the leasehold.

XV. COMMON ELEMENTS IN COMMON
WITH OTHER CONDOMINIUMS

The Developer intends to complete construction within the next year of a recreation room, pool (including pool equipment room), shuffle board courts, parking area, and driveways and walkways on the demised premises as hereinabove described. Nothing herein shall be construed as obligating the Developer and/or Trustee-Lessor to construct the said improvements and the Developer and/or Trustee-Lessor shall have no liability to the owners of the one hundred nineteen (119) individual apartment units in EASTERN SHORES WHITE HOUSE, a Condominium, in the event that the said improvements are not completed. It is understood and agreed by and between the Trustee-Lessor, Developer, and future owners of the one hundred nineteen (119) individual apartment units that the rental amounts specified in the within Declaration of Condominium are in no way affected by the non-completion of the recreation room, pool (including pool equipment room) shuffle board courts, parking areas and driveways and walkways.

The Developer may construct one or more apartment buildings and other improvements containing a maximum of two hundred eight (208) residential apartment units, which land, building, and improvements may be dedicated and submitted to the condominium form of ownership under the Condominium Act, as Amended, on the following described land situate, lying and being in Dade County, Florida:

THE EAST 1/2 OF LOT 10, ALL OF LOTS 11, 12, 13, 14, 25,
26 AND 27 EASTERN SHORES 2ND ADDITION ACCORDING TO THE
PLAT THEREOF AS RECORDED IN PLAT BOOK 65 AT PAGE 43
PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

That the recreation room, pool (including pool equipment room) shuffle board courts, parking areas and driveways and walkways which are part of the improvements under this Declaration of Condominium, shall be shared equally with the one (1) or more additional condominium buildings and/or apartment buildings, if and when they are established, on the property described in this ARTICLE. Therefore, if and when the one (1) or more additional condominium buildings and/or apartment buildings are established the interest of this condominium building shall be equal; provided, however, the interest of the proposed one (1) or more additional condominium buildings and/or apartment buildings shall commence and continue only so long as the proposed one (1) or more additional condominium buildings and/or apartment buildings shall share common expenses of the common elements in common with each other for the recreation room, pool (including pool equipment room) shuffle board courts, parking areas and driveways and walkways. The one (1) or more proposed additional condominium buildings and/or apartment buildings, if and when they are established, shall have easements of ingress and egress in and to the recreation room, pool (including pool equipment room), shuffle board courts, parking areas and driveways and walkways.

The Trustee-Lessor, Developer, and future apartment owners acknowledge and agree that the recreation room, pool (including pool equipment room) shuffle board courts, parking areas and driveways and walkways, are reasonable and adequate for the use of all the three hundred twenty-seven (327) apartments.

XVI. MAINTENANCE-MANAGEMENT AGREEMENT
APPROVAL BY APARTMENT OWNERS

Simultaneously with the execution of this Declaration and the adoption of the By-Laws, the Associations, by and through their original Board of Directors and Officers, have entered into an agreement with ESWH MAINTENANCE CORP., a Florida corporation, entitled Maintenance-Management Agreement in the form marked Composite Exhibit J. Each apartment owner, his heirs, successors and assigns, shall be bound by said Maintenance-Management Agreement to the same extent and effect as if he executed said Maintenance-Management Agreement for the purposes herein expressed, including but not limited to:

- A. Adopting, ratifying, confirming, and consenting to the execution of said Maintenance-Management Agreement by the Associations;
- B. Covenanting and promising to perform each and every one of the covenants, promises, and undertakings to be performed by apartment owners in the cases provided therefor in said Maintenance-Management Agreement;
- C. Ratifying, confirming, and approving each and every provision of said Maintenance-Management Agreement and acknowledge that all of the terms and provisions thereof are reasonable; and

D. Agreeing that the persons acting as Directors and Officers of the Associations entering into such Agreement have not breached any of their duties and obligations to said Associations.

The Maintenance-Management Agreement, each and every provision thereof, and the acts of the Board of Directors and Officers of the Associations entering into said Agreement be and the same are hereby ratified, confirmed, approved, and adopted.

XVII. 99-YEAR LEASE APPROVAL BY APARTMENT OWNERS

EACH APARTMENT OWNER, HIS HEIRS, SUCCESSORS, AND ASSIGNS, SHALL BE BOUND BY THE 99-YEAR LEASE IN THE FORM ATTACHED HERETO AS EXHIBIT F TO THE SAME EXTENT AND EFFECT AS IF HE EXECUTED SAID 99-YEAR LEASE FOR THE PURPOSES HEREIN EXPRESSED, INCLUDING BUT NOT LIMITED TO:

A. ADOPTING, RATIFYING, CONFIRMING, AND CONSENTING TO THE EXECUTION OF SAID 99-YEAR LEASE BY THE TRUSTEE-LESSOR AND DEVELOPER;

B. COVENANTING AND PROMISING TO PERFORM EACH AND EVERY ONE OF THE COVENANTS, PROMISES, AND UNDERTAKINGS TO BE PERFORMED BY APARTMENT OWNERS IN THE CASES PROVIDED THEREFOR IN SAID 99-YEAR LEASE;

C. RATIFYING, CONFIRMING, AND APPROVING EACH AND EVERY PROVISION OF SAID 99-YEAR LEASE AND ACKNOWLEDGING THAT ALL OF THE TERMS AND PROVISIONS THEREOF ARE REASONABLE.

IT IS SPECIFICALLY RECOGNIZED THAT THE DEVELOPER MAY BE FINANCIALLY INTERESTED IN ESWH MAINTENANCE CORP., A FLORIDA CORPORATION, AND/OR TRUSTEE-LESSOR AND THAT SAID CIRCUMSTANCES SHALL NOT AND CANNOT BE CONSTRUED OR CONSIDERED AS A BREACH OF THE DEVELOPER'S DUTIES AND OBLIGATIONS TO THE ASSOCIATIONS AND/OR APARTMENT OWNERS NOR AS POSSIBLE GROUNDS TO INVALIDATE THE 99-YEAR LEASE IN WHOLE OR IN PART. THE 99-YEAR LEASE, EACH AND EVERY PROVISION THEREOF, BE AND THE SAME ARE HEREBY RATIFIED, CONFIRMED, APPROVED, AND ADOPTED.

XVIII. RIGHTS OF INSTITUTIONAL MORTGAGEES

Trustee-Lessor agrees that so long as any apartment shall be encumbered by an institutional first mortgage, then the Lessor shall not accelerate the payment of rents due under the 99-year Lease described in ARTICLE VI hereof, or terminate the same until the Lessor has given such institutional mortgagee notice of default and permitted such mortgagee to cure said default in accordance with the lease within the time provided therein.

Notwithstanding anything herein to the contrary in this Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium, and Exhibits A through Composite Exhibit J, it is specifically understood and agreed between all of the parties hereto that any assignee of a partial assignment of the 99-year Lease described in ARTICLE VI hereof, shall have the right to mortgage his leasehold interest with an Institutional mortgagee, as defined in ARTICLE IJ hereof. Special provisions in favor of any Institutional mortgagee relating to the abatement of rentals owed by any condominium apartment unit while owned by an Institutional mortgagee, are contained in ARTICLE XIV hereof.

XIX. COVENANTS RUNNING WITH THE LAND

All provisions of this Declaration of Condominium and all Exhibits attached hereto constitute covenants running with the land and with every part thereof and

interest therein, including but not limited to every apartment and the appurtenances thereto and every apartment owner and claimant of the land or of any part thereof or interest therein; and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

XX. SEVERABILITY

The invalidity of any covenant, restriction or other provision in any condominium document shall not affect the validity of the remaining portions thereof.

XXI. MANAGER'S APARTMENT

The Developer of EASTERN SHORES WHITE HOUSE, a Condominium, has made available to the Manager an apartment in the Condominium for the use by the Manager as its office. The Developer, MILTON F. STEINHARDT, has retained ownership of said condominium apartment and may terminate the Manager's right to use and occupy the same at the Developer's sole discretion. In addition to all of the above payments specified in the within Declaration of Condominium, the various one hundred nineteen (119) apartment owners which are a part of EASTERN SHORES WHITE HOUSE, a Condominium, shall be responsible, jointly and severally, via its Association, that they will be obligated to pay all direct and indirect costs, expenses, burdens and obligations in connection with the Manager's condominium apartment, including but not limited to the following: Manager's share of the common expenses, all taxes imposed against the condominium apartment, ground rentals, and payments of principal and interest on the mortgage encumbering the Manager's condominium apartment, and any other expenses of any nature whatsoever incurred in connection with the said Manager's apartment and it is the obligation of the Association to reimburse the Manager in full for the aforesaid expenses and to assess the Association's members therefor as a common expense. The Association and its members now and in the future covenant and agree and fully understand that the Manager's condominium apartment, notwithstanding their payments as set forth in this ARTICLE, remains the sole and absolute property of the Developer, MILTON F. STEINHARDT. In the event that the Maintenance-Management Agreement, marked Composite Exhibit J, is cancelled for any reason whatsoever, the payments specified in this ARTICLE shall continue and be the joint and several obligation of the apartment owners.

XXII. PAYMENTS BY DEVELOPER

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY CONTAINED IN THIS DECLARATION OF CONDOMINIUM OF EASTERN SHORES WHITE HOUSE, A CONDOMINIUM (INCLUDING BUT NOT LIMITED TO ARTICLE IX HEREOF) AND EXHIBITS A THROUGH COMPOSITE EXHIBIT J, IT IS SPECIFICALLY UNDERSTOOD AND AGREED BETWEEN ALL OF THE PARTIES HERETO AND FUTURE CONDOMINIUM APARTMENT OWNERS OF THE ONE HUNDRED NINETEEN (119) CONDOMINIUM UNITS COMPRISING THE EASTERN SHORES WHITE HOUSE, A CONDOMINIUM, THAT DURING THE TIME ANY CONDOMINIUM APARTMENT UNIT IS IN THE DEVELOPER'S NAME, THE DEVELOPER SHALL NOT BE OBLIGATED TO MAKE ANY PAYMENTS FOR MAINTENANCE OR GROUND RENTALS OR FOR ANY CAPITAL IMPROVEMENTS OR TRUSTEE FEES OR UTILITY DEPOSITS OR ASSESSMENT PAYMENTS OF THE ASSOCIATIONS OR PAYMENTS ON THE MANAGER'S APARTMENT OR ANY OTHER PAYMENTS OF ANY NATURE WHATSOEVER ON UNSOLD CONDOMINIUM APARTMENT UNITS OWNED BY THE DEVELOPER, BUT THE DEVELOPER SHALL BE REQUIRED TO PAY OUT OF HIS OWN FUNDS THE EXCESS OF THE COST OF MAINTENANCE INCURRED OVER AND ABOVE THE MONEYS RECEIVED FROM THE INDIVIDUAL CONDOMINIUM UNIT OWNERS UP TO AND INCLUDING THE SUM OF TWENTY DOLLARS (\$20.00) PER MONTH ON AN INDIVIDUAL CONDOMINIUM UNIT OWNED BY THE DEVELOPER. PROVIDED, HOWEVER, THE DEVELOPER SHALL BE RESPONSIBLE FOR PAYMENTS OF REAL PROPERTY TAXES AND MORTGAGE PAYMENTS ON A CONDOMINIUM APARTMENT UNIT IF SIGNED BY THE DEVELOPER UP TO AND INCLUDING THE DATE OF CLOSING OF AN INDIVIDUAL CONDOMINIUM APARTMENT UNIT.

XXIII. LIABILITY OF GLADYS GOLDMAN

There shall be no personal liability on the part of GLADYS GOLDMAN, in connection with this Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium, or the mortgage referred to hereafter held by ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT LAUDERDALE, a United States corporation.

XXIV. EASTERN SHORES WHITE HOUSE INTERCON, INC.

Expenses of common elements in common with other condominiums shall be borne by each condominium apartment building or each apartment building in proportion to the individual condominium units or apartment units, i.e., there is now existing one hundred nineteen (119) individual condominium units which are entitled to use the common elements in common with other condominiums. If the

Developer constructs one (1) additional condominium building or apartment building containing one hundred (100) units, then in that event the total condominium unit owners or apartment owners, which now number two hundred nineteen (219), shall equally share, on a per unit basis, the expenses of common elements in common with other condominiums.

The name of the corporation to conduct the affairs of common elements in common with other condominiums shall be EASTERN SHORES WHITE HOUSE INTERCON, INC., a Florida non-profit corporation, which Articles of Incorporation and By-Laws are marked Exhibit H and Exhibit I, respectively.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and have executed this Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium, this 15th day of March, 1971.

WITNESSES:

Raphael Steinhardt
Hannah Sandler

MILTON F. STEINHARDT

Milton F. Steinhardt (SEAL)
MILTON F. STEINHARDT
Esther Steinhardt (SEAL)
Joined by his wife,
ESTHER STEINHARDT

WITNESSES:

Raphael Steinhardt
Hannah Sandler

GLADYS GOLDMAN

Gladys Goldman (SEAL)
GLADYS GOLDMAN
Morton Goldman (SEAL)
Joined by her husband
MORTON GOLDMAN

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY, that on this day in the next above named State and County, before me, an officer duly authorized and acting, personally appeared MILTON F. STEINHARDT, joined by his wife, ESTHER STEINHARDT, to me known to be the persons who signed the foregoing Declaration of Condominium and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State last aforesaid, this 15th day of March, 1971.

Raphael Steinhardt
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 22, 1973
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY, that on this day in the next above named State and County, before me, an officer duly authorized and acting, personally appeared GLADYS GOLDMAN, joined by her husband, MORTON GOLDMAN, to me known to be the persons who signed the foregoing Declaration of Condominium and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State last aforesaid, this 15th day of March, 1971.

Raphael Steinhardt
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 22, 1973
Bonded by American Fire & Casualty Co.

JOINDER OF NON-PROFIT CORPORATIONS

For good and valuable consideration, receipt of which is hereby acknowledged, EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a Florida non-profit corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the foregoing Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium.

IN WITNESS WHEREOF, EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., has this 15th day of March, 1971, caused these presents to be signed in its name by its President and Secretary and its corporate seal affixed thereto.

WITNESSES:

Patricia Courtney
Anne Linnenkamp

EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a Florida non-profit corporation,

By Raphael Steinhardt
RAPHAEL STEINHARDT, President

Attest Jean C. Gordon
JEAN C. GORDON, Secretary

CORPORATE SEAL

For good and valuable consideration, receipt of which is hereby acknowledged, EASTERN SHORES WHITE HOUSE INTERCON, INC., a Florida non-profit corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the foregoing Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium.

IN WITNESS WHEREOF, EASTERN SHORES WHITE HOUSE INTERCON, INC., has this 15th day of March, 1971, caused these presents to be signed in its name by the President and Secretary and its corporate seal affixed hereto.

WITNESSES:

Patricia Courtney
Anne Linnenkamp

EASTERN SHORES WHITE HOUSE INTERCON, INC., a Florida non-profit corporation,

By Raphael Steinhardt
RAPHAEL STEINHARDT, President

Attest Jean C. Gordon
JEAN C. GORDON, Secretary

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day in the State and County aforesaid, before me, an officer duly authorized and acting, personally appeared RAPHAEL STEINHARDT and JEAN C. GORDON, President and Secretary, respectively, of EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a Florida non-profit corporation, and EASTERN SHORES WHITE HOUSE INTERCON, INC., a Florida non-profit corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporations, and that the execution hereof is the act and deed of said corporations.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State last aforesaid this 15th day of March, 1971.

Marlene Goncharoff
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES NOV. 30, 1973
WORLD'S TRAVELERS CLUB W. DISSELHORST

JOINDER OF MORTGAGEE

ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT LAUDERDALE, a United States corporation, hereafter called the Mortgagee, the owner and holder of two (2) certain first mortgages upon the land described in the Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium, to which this Joinder is attached, which mortgages are dated January 31, 1969 and September 23, 1970, and are recorded in Official Records Book 6323 Page 311 and Official Records Book 6999 Page 587, of the Public Records of Dade County, Florida, joins in the execution of the Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium, and the Mortgagee agrees that the lien of its mortgages shall be a first lien upon the following described property in Dade County, Florida, to-wit:

- Apartment Nos. 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 114, 115, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 214, 215, 216, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 314, 315, 316, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 414, 415, 416, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 514, 515, 516, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 614, 615, 616, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 714, 715, 716, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 814, 815, 816

all in EASTERN SHORES WHITE HOUSE, a Condominium.

Together with all of the common elements and common elements in common with each other and all appurtenances thereto.

There shall be no personal liability on the part of ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT LAUDERDALE, a United States corporation, in connection with this instrument or the mortgages referred to herein.

IN WITNESS WHEREOF, ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT LAUDERDALE has this 12th day of May, 1971, caused these presents to be signed in its name by the Senior Vice President and Secretary and its corporate seal affixed thereto.

ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT LAUDERDALE, a United States corporation

WITNESSES:

By Senior Vice President

Attest Secretary

STATE OF FLORIDA
SS
COUNTY OF BROWARD

CORPORATE SEAL

I HEREBY CERTIFY that on this day in the State and County aforesaid, before me, an officer duly authorized and acting, personally appeared ROBERT W. FOX, and JEAN M. TESON, Senior Vice President and Secretary, respectively, of ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT LAUDERDALE, a United States corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

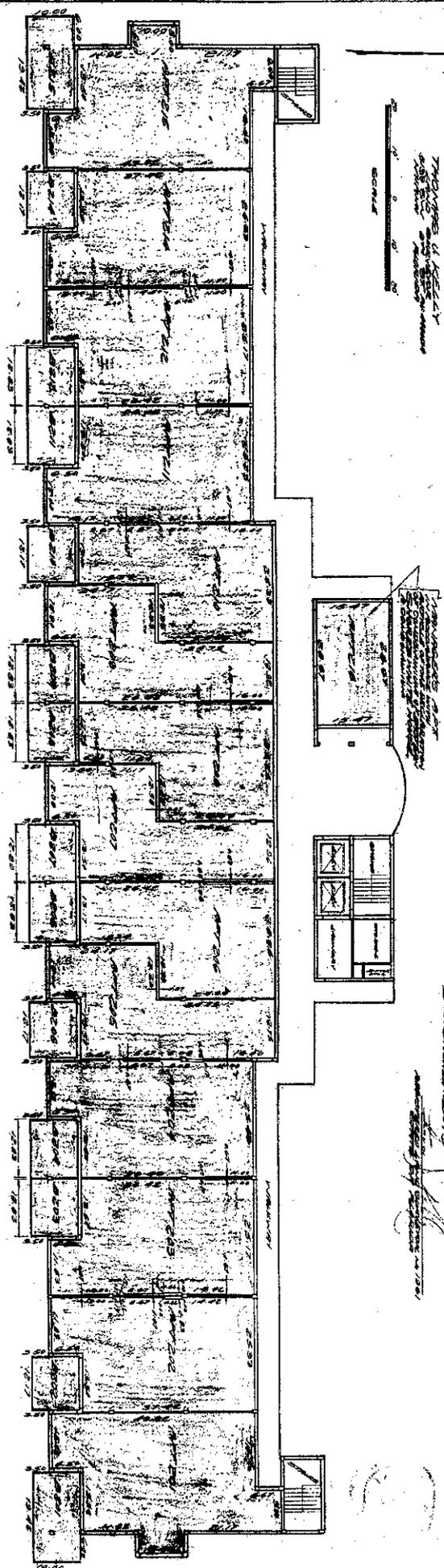
IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State last aforesaid this 12th day of May, 1971.

NOTARY PUBLIC

My Commission Expires:

ADDITION OF COMMON ELEMENTS & CONDOMINIUM UNITS
 EASTERN SHORES WHITE HOUSE
 1ST FLOOR

THOMAS W. HESTER
 ARCHITECT
 1000 1ST AVENUE
 WASHINGTON, D.C. 20004



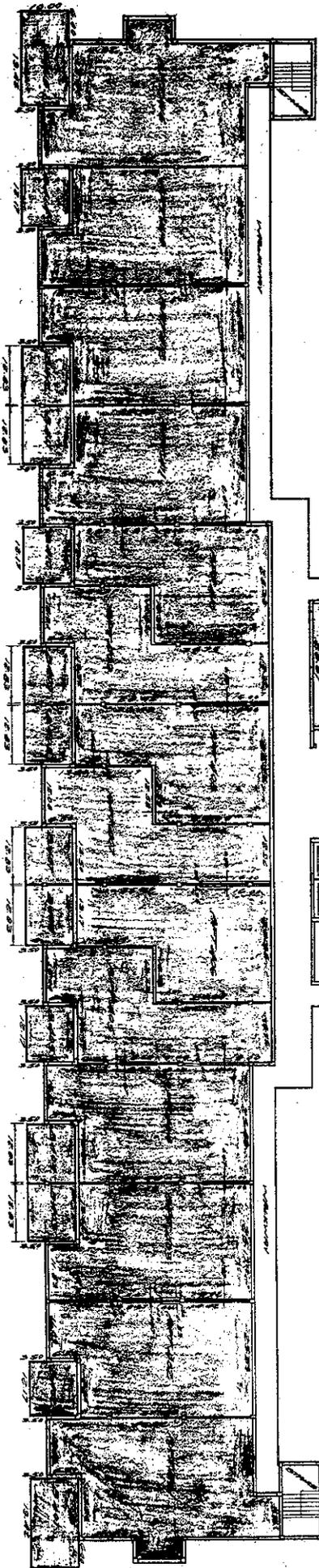
1. EXISTING CONDOMINIUM UNITS TO BE REMOVED. NEW UNITS TO BE ADDED AS SHOWN ON THIS FLOOR PLAN. ALL UNITS TO BE 90' X 110'.
2. THE EXISTING CORRIDOR TO BE REMOVED AND A NEW CORRIDOR TO BE ADDED AS SHOWN ON THIS FLOOR PLAN. ALL CORRIDORS TO BE 90' WIDE.
3. ALL INTERIOR WALLS ARE 0.55 FEET THICK UNLESS OTHERWISE NOTED OTHERWISE WALLS ARE 0.55 FEET.

I HEREBY CERTIFY THAT THE ABOVE DRAWING IS A TRUE AND CORRECT COPY OF THE ORIGINAL DRAWING AND THAT I AM A LICENSED ARCHITECT IN THE DISTRICT OF COLUMBIA.

THOMAS W. HESTER
 ARCHITECT

SHEET 3 OF 3

LOCATION OF COMMON ELEMENTS & CONDOMINIUM UNITS
 EASTBURY SQUARES WHITE-HOUSE
 2ND FLOOR



THESE UNITS ARE TO BE CONVEYED TO THE BUYER BY DEED AND SHALL BE SUBJECT TO THE RESTRICTIONS SET FORTH IN THE DEEDS OF CONVEYANCE.

1. THIS CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A WALL ON THE WEST, A WALL ON THE EAST, A WALL ON THE SOUTH AND A WALL ON THE NORTH.
2. THE FLOOR AREA OF THIS UNIT IS 1,000 SQUARE FEET.
3. THE SPACE BETWEEN THE WALLS OF THIS UNIT IS 15 FEET.
4. ALL INTERIOR WALLS OF THIS CONDOMINIUM UNIT ARE 90°.
5. ALL INTERIOR WALLS ARE 0.33 FEET UNLESS OTHERWISE NOTED.
6. ALL EXTERIOR WALLS ARE 0.60 FEET.

I HEREBY CERTIFY THAT THE APPROXIMATE DIMENSIONS AND AREA OF THIS UNIT ARE AS SHOWN ON THIS PLAN AND THAT THE SAME ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

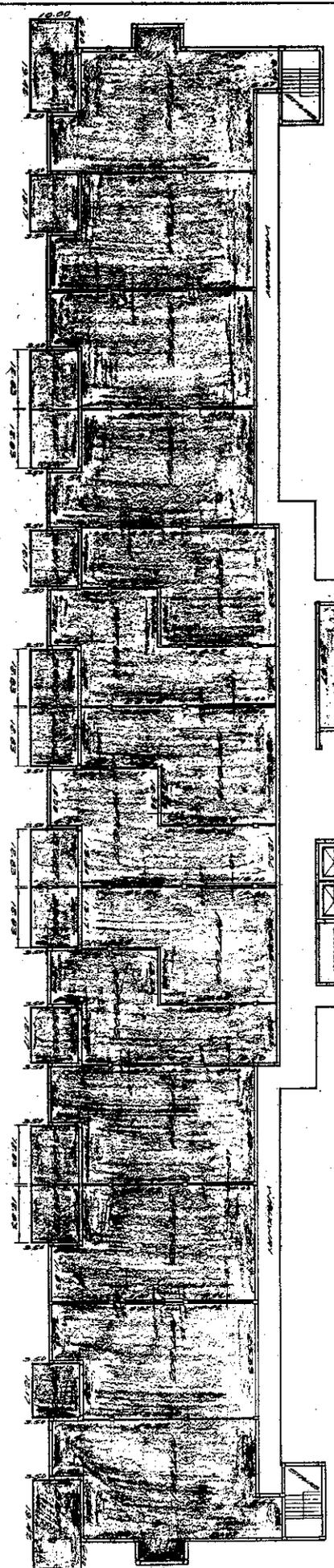
[Signature]
 [Name]
 [Title]

WEST-5019

LOCATION OF COMMON ELEMENTS & CONDOMINIUM UNITS
 EASTERN SHORES W/WHITE-HOUSE
 CONDOMINIUM
 197204

THOMPSON & KELLEY
 ARCHITECTS
 1000 ...

SCALE
 1" = 10'

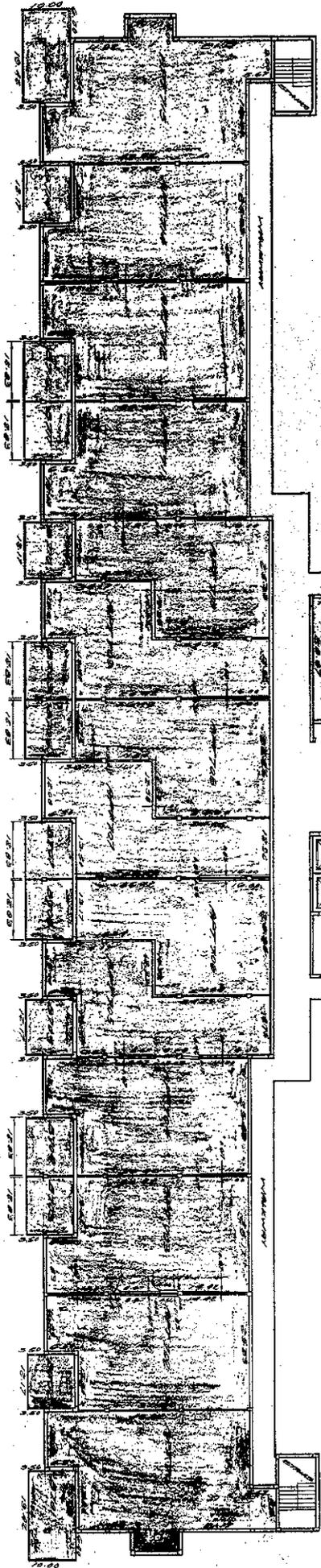


1. THE CONDOMINIUM UNIT SHOWN ON THIS PLAN IS BOUNDARY AS SHOWN ON THE PLANS AND IS TO BE CONSIDERED AS A UNIT OF THE CONDOMINIUM.
2. THE CONDOMINIUM UNIT SHOWN ON THIS PLAN IS TO BE CONSIDERED AS A UNIT OF THE CONDOMINIUM.
3. THE CONDOMINIUM UNIT SHOWN ON THIS PLAN IS TO BE CONSIDERED AS A UNIT OF THE CONDOMINIUM.
4. ALL INTERIOR WALLS ARE TO BE BUILT UNLESS OTHERWISE NOTED.
5. ALL EXTERIOR WALLS ARE TO BE BUILT UNLESS OTHERWISE NOTED.

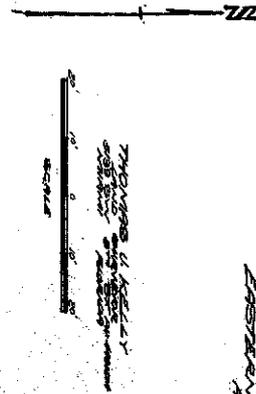
THESE PLANS WERE PREPARED BY THE ARCHITECT AND THE CONTRACTOR HAS AGREED TO CONSTRUCT THE SAME IN ACCORDANCE WITH THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

[Signature]
 DATE: 10/15/72

SHEET 7 OF 9



ADDITION OF COMMON ELEMENTS & CONDOMINIUM UNITS
 EASTERN SHORE WHITE HOUSE
 CONDOMINIUM PLAN



1. ALL CONDOMINIUM UNITS CONFORM TO THE GENERAL BOUNDARIES OF A BUILDING AS SHOWN ON THE RECORD PLANS OF THE HOUSE AND SHALL BE SEPARATELY OWNED AND CONTROLLED.
2. THE CONDOMINIUM UNITS SHALL BE SEPARATELY OWNED AND CONTROLLED BY THE SEVERAL OWNERS OF CONDOMINIUM UNITS TO THE EXCLUSIVE USE OF ALL INTERIOR WALLS OF CONDOMINIUM UNITS ARE 8'0" MINIMUM.
3. CONDOMINIUM UNITS OF THIS CONDOMINIUM SHALL BE SEPARATELY OWNED AND CONTROLLED BY THE SEVERAL OWNERS OF CONDOMINIUM UNITS TO THE EXCLUSIVE USE OF ALL INTERIOR WALLS ARE 8'0" MINIMUM UNLESS OTHERWISE SHOWN ON THE RECORD PLANS.

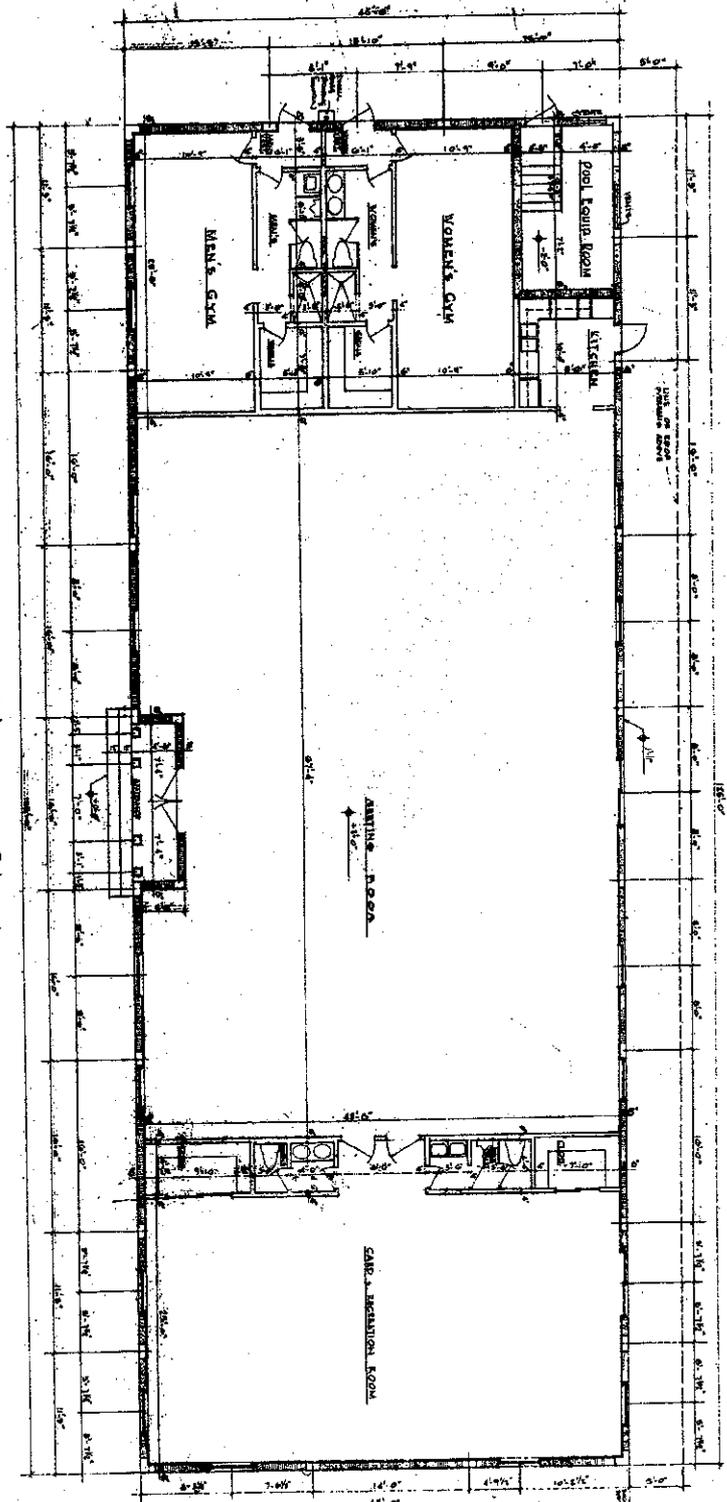
I HEREBY CERTIFY THAT THE ABOVE DRAWING IS A TRUE AND CORRECT COPY OF THE ORIGINAL DRAWING AND THAT I AM A LICENSED ARCHITECT IN THE STATE OF MARYLAND.

[Signature]
 ARCHITECT

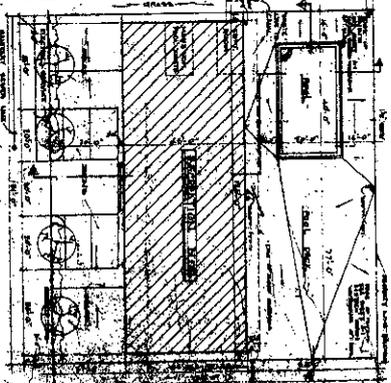
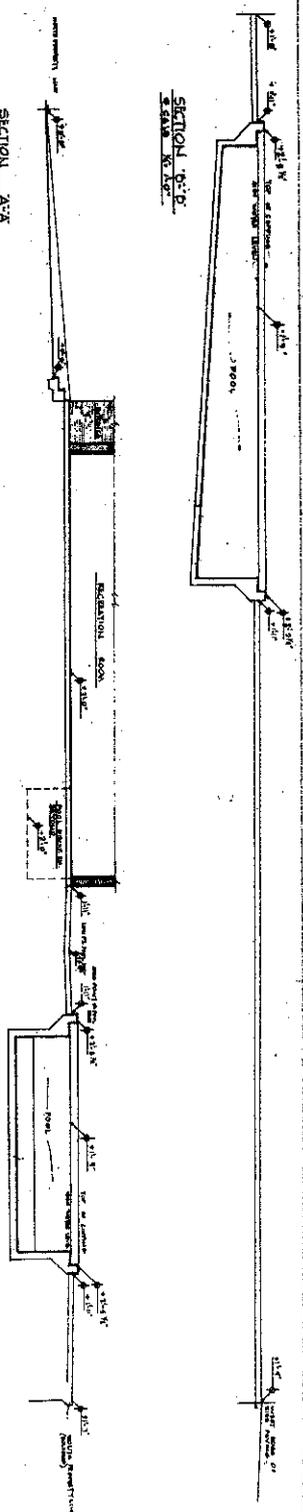
EXHIBIT I

SECTION D-D
SCALE 1/8" = 1'-0"

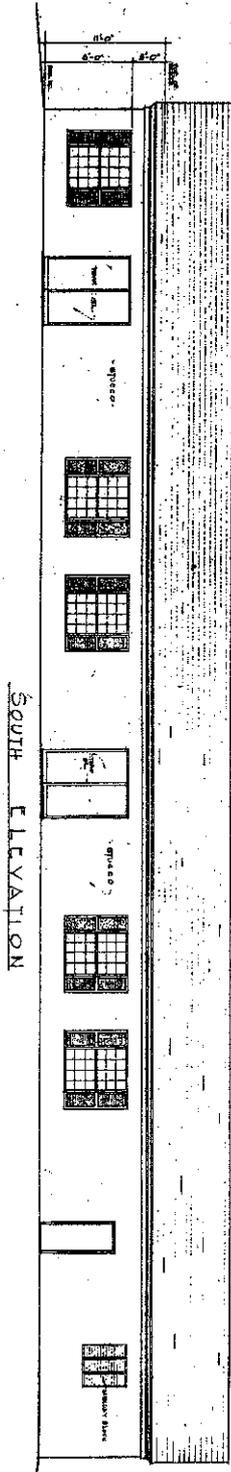
SECTION A-A
SCALE 1/8" = 1'-0"



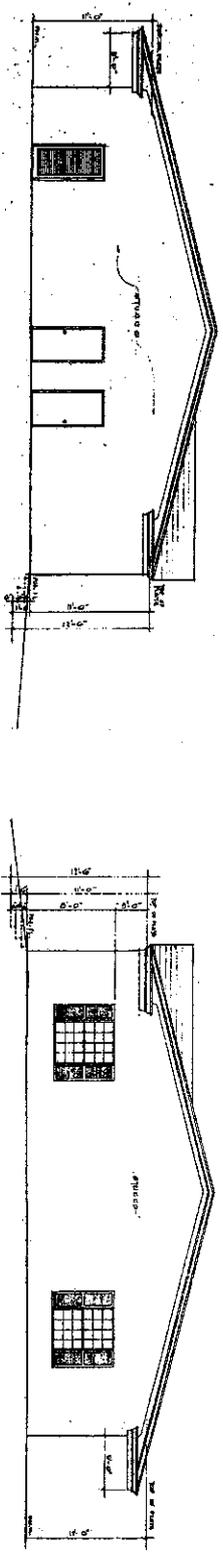
FLOOR PLAN
SCALE 1/8" = 1'-0"



ENGINEER
 ARCHITECT
 CONTRACTOR
 EXHIBIT I
 SHEET 1 OF 5

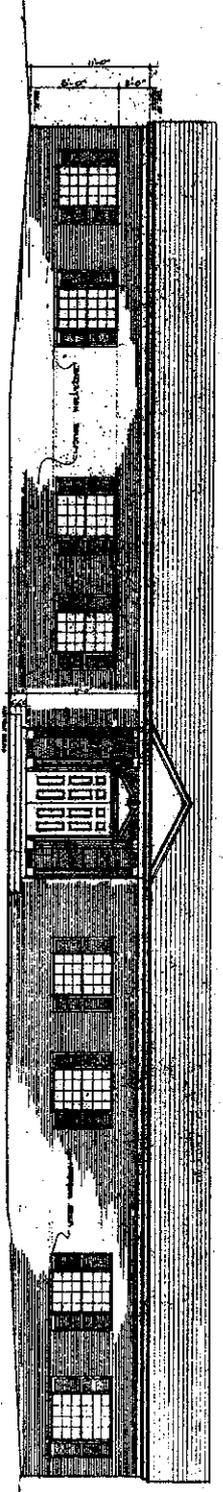


SOUTH ELEVATION



EAST ELEVATION

WEST ELEVATION



NORTH ELEVATION

EXHIBIT J
SHEET 2 OF 5

RECREATION BUILDING		PROJECT NO.	100-100-100
TOWN OF NORTH ANDOVER		DATE	10-1-10
ARCHITECT: JOHN J. BRYANT, INC.		DRAWN BY	J. BRYANT
100 STATE ST., BOSTON, MASS.		CHECKED BY	J. BRYANT
		SCALE	AS SHOWN
		SHEET NO.	2 OF 5

State of Florida

Department of State



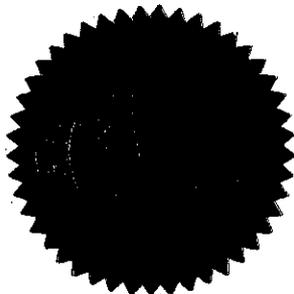
I, Richard (Dick) Stone, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

EASTERN SHORES WHITE HOUSE ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 26th day of February,
A.D., 1971, as shown by the records of this office.

Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 1st day of March,
A.D. 19 71.



Richard (Dick) Stone

Secretary of State

ARTICLES OF INCORPORATION

OF

EASTERN SHORES WHITE HOUSE ASSOCIATION, INC.

a non-profit Florida corporation

ARTICLE I

NAME

The name of the corporation shall be

EASTERN SHORES WHITE HOUSE ASSOCIATION, INC.,
a non-profit Florida corporation.

The place of business shall be 3660 N.E. 166th Street, North Miami Beach, Florida.

ARTICLE II

DEFINITIONS

As used in these Articles of Incorporation, unless the context otherwise requires:

- A. Association means the corporation created by these Articles of Incorporation.
- B. Condominium refers to the condominium bearing the similar name as the corporation herein created by these Articles of Incorporation and known as EASTERN SHORES WHITE HOUSE, a Condominium.
- C. Corporation means the corporation formed by these Articles of Incorporation.
- D. Member or Members means the owner or owners of individual condominium apartments (condominium parcels) in the Condominium who, by virtue of these Articles of Incorporation, are members of the corporation.
- E. Owner or Owners means the owner or owners of individual condominium apartments (condominium parcels) in the Condominium.

ARTICLE III

PURPOSE

The purpose for which the Corporation is organized is as follows:

For the purpose of operating and managing a condominium for the use and benefit of the owners of the condominium parcels (apartment units) as the agent of said owners.

ARTICLE IV

POWERS

- A. To operate and manage a condominium apartment building and other facilities for the use and benefit of the individual owners of the condominium parcels (apartment units) as the agent of said owners.
- B. To carry out all of the powers and duties vested in it pursuant to the Declaration of Condominium and By-Laws of the Condominium and the regulations of the Condominium.
- C. The Corporation shall be authorized to exercise and enjoy all of the powers, rights, and privileges granted to or conferred upon corporations of a similar character by the provisions of Chapter 617.01 et seq., Florida Statutes, entitled "Florida Corporations Not For Profit" now or hereafter in force, and to do any and all of the things necessary to carry out its operations as a natural person might or could do.

D. The Corporation shall be authorized to exercise and enjoy all of the powers, rights, and privileges granted to or conferred upon corporations of a similar character by the provisions of Chapter 63-35 of the General Laws of Florida, entitled "The Condominium Act" now or hereafter in force.

E. No compensation shall be paid to Directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an Officer or employee or for other services rendered to the Corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors, and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to Officers, employees, or agents or attorneys, for the services rendered to the Corporation.

F. All funds and the titles of all properties acquired by this Corporation and the proceeds thereof shall be held in trust for the owners of the condominium parcels (apartment units) in accordance with the provisions of the Declaration of Condominium and its supporting documents.

G. All of the powers of this Corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium, together with its supporting documents which govern the use of the land to be operated and administered by this Corporation.

H. THE CORPORATION IS EXPRESSLY AUTHORIZED TO ENTER INTO A LEASE OR LEASES OR ANY OTHER AGREEMENT AUTHORIZED UNDER CHAPTER 711.121, FLORIDA STATUTES. THE FACT THAT SOME OR ALL OF THE PERSONS COMPRISING THE INITIAL BOARD OF DIRECTORS AND OFFICERS OF THE CORPORATION MIGHT BE CONSIDERED FINANCIALLY INTERESTED PARTIES IN THE LESSOR AND/OR LESSEE OF ANY SUCH LEASEHOLDS SHALL NOT BE CONSTRUED OR CONSIDERED AS A BREACH OF THEIR DUTIES AND OBLIGATIONS TO THIS CORPORATION NOR AS POSSIBLE GROUNDS TO INVALIDATE ANY SUCH LEASE IN WHOLE OR IN PART.

I. The Corporation is expressly authorized to hold title to the manager's apartment which is a part of EASTERN SHORES WHITE HOUSE, a Condominium, and to assume the obligation and pay for mortgage payments, maintenance operations, ground rentals, and any other expenses of any nature whatsoever reasonably incurred in connection with said manager's apartment, out of the funds received from the owners.

J. THE CORPORATION IS EXPRESSLY AUTHORIZED TO CONTRACT WITH A THIRD PARTY FOR THE MANAGEMENT-MAINTENANCE OF THE CONDOMINIUM AND TO DELEGATE TO THE CONTRACTOR ALL POWERS AND DUTIES OF THIS CORPORATION EXCEPT SUCH AS ARE SPECIFICALLY REQUIRED BY THE DECLARATION AND/OR BY-LAWS TO HAVE THE APPROVAL OF THE BOARD OF DIRECTORS OR THE MEMBERSHIP OF THE CORPORATION. THE FACT THAT SOME OR ALL OF THE PERSONS COMPRISING THE INITIAL BOARD OF DIRECTORS AND OFFICERS OF THIS CORPORATION MIGHT BE CONSIDERED FINANCIALLY INTERESTED PARTIES IN SUCH CONTRACT SHALL NOT BE CONSTRUED OR CONSIDERED AS A BREACH OF THEIR DUTIES AND OBLIGATIONS TO THIS CORPORATION, NOR AS POSSIBLE GROUNDS TO INVALIDATE SUCH MANAGEMENT-MAINTENANCE CONTRACT IN WHOLE OR IN PART.

ARTICLE V

MEMBERSHIP

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

1. This Corporation shall be organized without any capital stock.
2. All unit owners of condominium parcels in the Condominium shall be members of the Corporation and no other persons or other entities shall be entitled to membership, provided, however, that until such time as the Declaration of Condominium of the Condominium has been placed of record with the Clerk of the Circuit Court, the Lessee of the land upon which said condominium apartment building and other improvements are being erected shall constitute the members of the Association.
3. Membership in the Corporation shall be established in the following methods:

A. The Lessee of the land upon which the Condominium and other improvements are being erected shall be members of the Corporation until such time as the Declaration of Condominium has been recorded, after which time their membership shall cease, except that it shall continue with reference to any individual condominium parcel still owned by the Lessee.

B. Other persons shall become members of the Association by the recording in the public records of Dade County, Florida, of a deed or other instrument establishing a change of record title to a condominium parcel (apartment unit) and the delivery to the Corporation of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Corporation, and the membership of the prior owner shall at that time be terminated.

4. The interest of any member in any part of the leasehold property or in the funds and assets of the Corporation cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner, except as an appurtenance to the condominium parcel (apartment unit).

5. Voting by the members of the Condominium in the affairs of the Corporation shall be on the basis of one (1) vote per apartment unit.

Voting rights shall be exercised in accordance with the provisions of the Declaration of Condominium and By-Laws of the Corporation.

ARTICLE VI

CORPORATE EXISTENCE

This Corporation shall continue to exist so long as the Condominium shall be in existence.

The Corporation may be terminated by termination of the Condominium in accordance with the conditions as set forth in the Declaration of Condominium and supporting documents.

ARTICLE VII

DIRECTORS

1. The business of this Corporation shall be conducted by a Board of Directors of not less than three (3) Directors nor more than five (5) Directors, the exact number of Directors to be fixed by the By-Laws of the Corporation.

2. The election of Directors, their removal, or the filling of vacancies on the Board of Directors shall be in accordance with the By-Laws of the Corporation.

ARTICLE VIII

DIRECTORS AND OFFICERS

The names and post office addresses of the first Board of Directors and the officers of the Corporation who shall hold office until their successors are elected and qualified are as follows:

NAME	ADDRESS	OFFICE
RAPHAEL STEINHARDT	Penthouse Suite, Concord Bldg. 66 West Flagler Street Miami, Florida 33130	President and Director
PATRICIA COURTNEY	Penthouse Suite, Concord Bldg. 66 West Flagler Street Miami, Florida 33130	Vice-President and Director
JEAN C. GORDON	Penthouse Suite, Concord Bldg. 66 West Flagler Street Miami, Florida 33130	Secretary-Treas. and Director

ARTICLE IX

INCORPORATORS AND SUBSCRIBERS

The following constitute the original incorporators and subscribers to the Articles of Incorporation of the Condominium:

NAME	ADDRESS
RAPHAEL STEINHARDT	Penthouse Suite, Concord Building 66 West Flagler Street Miami, Florida 33130
PATRICIA COURTNEY	Penthouse Suite, Concord Building 66 West Flagler Street Miami, Florida 33130
JEAN C. GORDON	Penthouse Suite, Concord Building 66 West Flagler Street Miami, Florida 33130

ARTICLE X

BY-LAWS

The By-Laws of the Corporation shall be adopted by the Board of Directors. The amendment, alteration, or rescission of said By-Laws shall be in accordance with the provisions of said By-Laws.

ARTICLE XI

AMENDMENTS TO ARTICLES OF INCORPORATION

Section 1. The Articles of Incorporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by a majority of the members of the Board of Directors and by members representing at least seventy-five (75%) per cent of the votes in the Condominium, as set forth in the Declaration of Condominium. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 2. No amendment to the Articles of Incorporation shall be valid without the written consent of 100% of the members as to any of the following:

No amendment may be made which in any way changes the percentage of ownership owned by any member of a condominium parcel (apartment unit) in the general common elements of the Condominium, or which in any way changes or modifies the voting rights of any member, or which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the limited common elements or general common elements of the Condominium.

Section 3. No amendment to the Articles of Incorporation shall be valid without the written consent of the Lessor and Lessee which in any way affects the terms and conditions of the Lease demising the property upon which the condominium and other improvements are being erected.

Section 4. No amendment to the Articles of Incorporation shall be effective until the same has been recorded with the Clerk of the Circuit Court in Dade County, Florida.

ARTICLE XII

ASSESSMENTS AND FUNDS

1. All assessments paid by the owners of condominium parcels (apartment units) for the maintenance and operation of the Condominium shall be utilized by the Corporation to pay for the cost of said maintenance and operation. The Corporation shall have no interest in any funds received by it through assessments from the owners of individual condominium parcels (apartment units) except to the extent necessary to carry out the powers vested in it as agent for said members.

2. The Corporation shall make no distribution of income to its members, Directors, or officers, and it shall be conducted as a non-profit corporation.

3. Any funds held by the Corporation from its receipts, over and above its common expenses, shall be known as the common surplus of the Corporation and the same shall be held for the use and benefit of the members in proportion to the percentage of their ownership in the limited and general common elements of the Condominium.

4. Upon termination of the Condominium and dissolution, or final liquidation of this Corporation, the distribution to the members of this Corporation of the common surplus in proportion to the percentage of their ownership in the limited and general common elements shall not constitute or be deemed to be a dividend or distribution of income.

ARTICLE XIII

INDEMNIFICATION

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Corporation, or any settlement thereof, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance 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 interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st day of February, 1971.

Raphael Steinhardt (SEAL)
RAPHAEL STEINHARDT

Patricia Courtney (SEAL)
PATRICIA COURTNEY

Jean C. Gordon (SEAL)
JEAN C. GORDON

STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

BE IT REMEMBERED, that on this day personally appeared before me the undersigned Notary Public, in and for the State of Florida at Large, RAPHAEL STEINHARDT, PATRICIA COURTNEY, and JEAN C. GORDON, parties to the foregoing Certificate of Incorporation, to me personally known to be such, and upon their respective oaths simultaneously acknowledged the said Certificate to be the act and deed of the signers and that the facts therein set forth are true.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 1st day of February, 1971.

Sherell H. Felice
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES AUG. 9, 1974
BONDED THRU MAYNARD BONDING AGENCY

BY-LAWS
OF
EASTERN SHORES WHITE HOUSE ASSOCIATION, INC.
a non-profit Florida corporation

ARTICLE I
NAME AND LOCATION

Section 1. The name of this Corporation shall be EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation.

Section 2. Its principal place of business shall be located at 3660 N.E. 166th Street, North Miami Beach, Florida.

ARTICLE II
PURPOSE

Section 1. This Corporation has been organized as a non-profit corporation pursuant to the provisions of Chapter 617, Florida Statutes, for the purpose of operating and managing EASTERN SHORES WHITE HOUSE, a Condominium, pursuant to the provisions of Chapter 63-35 of the General Laws of Florida 1963. The condominium to be operated and managed by this Corporation shall be located upon the lands described in the Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium.

Section 2. EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit corporation, was duly incorporated in the Office of the Secretary of State of the State of Florida, on the 26th day of February, 1971.

ARTICLE III
MEMBERS

Section 1. All of the owners of condominium parcels shall be members of this Corporation. Upon recording of a deed and an assignment of an owner's 99-year leasehold interest establishing a change of ownership to a condominium parcel in the condominium, and the delivery to the Corporation of a certified copy of said instruments, the new owner designated by said instruments shall become a member of the Corporation, and the membership of the prior owner shall be thereby terminated.

Section 2. The owners of individual condominium parcels (apartment units) shall be entitled to one (1) vote in the affairs of the Corporation.

Section 3. No other person or legal entity may be a member of the Corporation or vote in its affairs.

ARTICLE IV
MEMBERS' MEETINGS

Section 1. The annual meeting of the members shall be held at 2:00 p.m., Eastern Standard Time on the third Wednesday in February of each year at the principal office of the Corporation, or at such other place as may be set forth in the notice of said meeting, in Dade County, Florida. At such meeting the members shall elect Directors to serve until the next annual meeting of the members, or until their successors should be duly elected and qualified, and for such other business as may be authorized to be transacted by the members.

The first annual meeting of the members shall be held on the third Wednesday in February of 1974. The holding of the first annual meeting of the members may be accelerated prior to the third Wednesday in February of 1974 if, in the opinion of the Developer, MILTON F. STEINHARDT, there are a sufficient number of members available to hold said meeting.

Section 2. A special meeting of the members to be held at the same place as the annual meeting, or such other place in Dade County, Florida, as may be set

EXHIBIT C

forth in the written notice of said meeting, may be called at any time by the President or, in his absence, by the Vice-President, or by a majority of the Board of Directors. It shall be the duty of the Directors, President, or Vice-President to call such a meeting whenever so requested by members holding fifty-one (51%) per cent or more of the voting rights in the corporation.

Section 3. Notice of the time and place of all annual and special meetings shall be mailed by the President or Vice-President or Secretary to each member not less than ten (10) days prior to the date of said meeting, to the address of said member as it appears upon the books of the Corporation. A certificate of the officer mailing said notice shall be prima-facie proof that said notice was given.

Section 4. The President or, in his absence, the Vice-President, shall preside at all annual or special meetings of the members.

Section 5. A quorum for members' meetings shall consist of persons entitled to cast fifty-one (51%) per cent of the votes of the entire membership. In the event that a quorum is not present, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future date.

The execution by any member of a copy of the Minutes shall constitute the presence of such member for the purpose of determining a quorum, and for the further purpose of validating all of the actions taken at said meeting.

Section 6. Votes may be cast in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and entered of record in the Minutes of the meeting. No proxy shall be valid unless the same is executed by all members owning any interest in the individual condominium parcel.

Section 7. Annual or special meetings of the members may be held at any time or place without notice, with the written consent of all of the members.

Section 8. In the event that any individual condominium parcel is owned by more than one person or by a corporation or other entity, the owners of the same shall execute and deliver to the Secretary of the Corporation a certificate duly signed by all of the owners or by the officers of the corporation or trustees, as the case may be, designating the person who shall be authorized to cast the percentage vote allocated to said individual condominium parcel. Such certificate shall be valid until revoked by a subsequent certificate. Unless said certificate is filed with the Secretary of the Corporation prior to the meeting at which said vote is to be cast, the vote of such owners shall not be considered for the purpose of determining a quorum or for any other purpose.

In the event that the approval or disapproval of the owner of an individual condominium parcel is required upon any subject, whether or not the same is the subject of any meeting, said approval or disapproval shall be executed by the same person who would be entitled to cast the vote of such owner at any Corporation meeting.

Section 9. The order of business at all meetings of the members of the Corporation where applicable shall be as follows:

- A. Election of chairman of the meeting.
- B. Calling of the roll and certifying of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.
- E. Reports of Officers.
- F. Reports of Committees.
- G. Election of inspectors of election.
- H. Election of Directors.
- I. Unfinished business.
- J. New business.
- K. Adjournment.

Section 10. The affairs of the corporation proceedings shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation and By-Laws of the Corporation, or with the Statutes of the State of Florida, or the Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium.

ARTICLE V

DIRECTORS

Section 1. The business and affairs of the Corporation shall be managed by a Board of Directors who shall be elected by the members. Said Board of Directors shall consist of not less than three (3) persons nor more than five (5). The exact number of Directors is to be set at the annual meeting prior to the election of said Directors.

It shall not be necessary for a member of the Board of Directors to be the owner of an individual condominium parcel until the first annual meeting of the members or the accelerated first annual meeting of the Directors. Prior to that date, MILTON F. STEINHARDT shall have the right to elect the members of the Board of Directors, and to fill any vacancies occurring therein. It shall be necessary for any other member of the Board of Directors to also be the owner of an individual condominium parcel or an officer of any corporation owning an individual condominium parcel, or the trustee of a trust owning any individual condominium parcel.

Section 2. The original members of the Board of Directors shall be those elected at the first meeting of the members of EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation, by MILTON F. STEINHARDT, who shall hold office until the first annual meeting of the members. At the first annual meeting of the members, as specified in these By-Laws, and thereafter, the Directors shall be elected annually by the members at said annual meeting, and said Directors shall serve until the next annual meeting or until their successors are duly elected and qualified, or until they are removed in the manner elsewhere provided.

Section 3. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever, prior to the first annual meeting of the members, the remaining Directors shall elect a person of legal age to serve as a Director for the unexpired portion of the term of the former Director. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever after the first annual meeting of the members, the remaining Directors shall elect one of the members to serve as a Director for the unexpired portion of the term of the former Director. If the vacancy is brought about by resignation or other reason of a member of the Board of Directors who has been elected by MILTON F. STEINHARDT prior to the time when the members elect all of the Directors, then in that event, MILTON F. STEINHARDT shall have the right to fill said vacancy in accordance with the provisions of these By-Laws.

Section 4. After the first annual meeting of the members, a Director may be removed from office with or without cause by a majority of the members at any regular or special meeting duly called. At said meeting, a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 5. No compensation shall be paid to Directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an Officer or employee or for other services rendered to the corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors, and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to Officers, employees or agents or attorneys for services rendered to the corporation.

Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the

Directors. Notice of regular meetings of the Board of Directors shall be given to each Director by mail or telegraph, at least five (5) days prior to the date named for such meeting.

The Directors may establish a schedule of regular meetings to be held in the office of the Corporation, and no notice shall be required to be sent to said Directors of said regular meetings, once said schedule has been adopted.

Section 8. Special meetings of the Board of Directors may be called by the President on five (5) days' notice to each Director, given by mail or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 9. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 10. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The President of the corporation shall act as chairman of the Board of Directors and he shall be entitled to vote as a member of the Board of Directors on all questions arising before the Board of Directors.

Section 11. The Board of Directors shall have the following powers:

- A. To operate and manage a condominium apartment building and other facilities for the use and benefit of the individual owners of the condominium parcels (apartment units) as the agent of said owners.
- B. To carry out all of the powers and duties vested in it pursuant to the Declaration of Condominium and By-Laws of the Condominium and the regulations of the Condominium.
- C. The Corporation shall be authorized to exercise and enjoy all of the powers, rights, and privileges granted to or conferred upon corporations of a similar character by the provisions of Chapter 617.01 et seq., Florida Statutes, entitled "Florida Corporations Not For Profit" now or hereafter in force, and to do any and all of the things necessary to carry out its operations as a natural person might or could do.
- D. The Corporation shall be authorized to exercise and enjoy all of the powers, rights, and privileges granted to or conferred upon corporations of a similar character by the provisions of Chapter 63-35 of the General Laws of Florida, entitled "The Condominium Act" now or hereafter in force.
- E. All funds and the titles of all properties acquired by this Corporation and the proceeds thereof shall be held in trust for the owners of the condominium parcels (apartment units) in accordance with the provisions of the Declaration of Condominium and its supporting documents.
- F. All of the powers of this Corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium, together with its supporting documents which govern the use of the land to be operated and administered by this Corporation.

G. THE CORPORATION IS EXPRESSLY AUTHORIZED TO ENTER INTO A LEASE OR LEASES OR ANY OTHER AGREEMENT AUTHORIZED UNDER CHAPTER 711.121, FLORIDA STATUTES. THE FACT THAT SOME OR ALL OF THE PERSONS COMPRISING THE INITIAL BOARD OF DIRECTORS AND OFFICERS OF THE CORPORATION MIGHT BE CONSIDERED FINANCIALLY INTERESTED PARTIES IN THE LESSOR AND/OR LESSEE OF ANY SUCH LEASEHOLDS SHALL NOT BE CONSTRUED OR CONSIDERED AS A BREACH OF THEIR DUTIES AND OBLIGATIONS TO THIS CORPORATION NOR AS POSSIBLE GROUNDS TO INVALIDATE ANY SUCH LEASE IN WHOLE OR IN PART.

H. The Corporation is expressly authorized to assume the obligation and pay for mortgage payments, maintenance operations, ground rentals, and any other expenses of any nature whatsoever reasonably incurred in connection with the manager's apartment, out of the funds received from the owners.

I. THE CORPORATION IS EXPRESSLY AUTHORIZED TO CONTRACT WITH A THIRD PARTY FOR THE MANAGEMENT-MAINTENANCE OF THE CONDOMINIUM AND TO DELEGATE TO THE CONTRACTOR ALL POWERS AND DUTIES OF THIS CORPORATION EXCEPT SUCH AS ARE SPECIFICALLY REQUIRED BY THE DECLARATION AND/OR BY-LAWS TO HAVE THE APPROVAL OF THE BOARD OF DIRECTORS OR THE MEMBERSHIP OF THE CORPORATION. THE FACT THAT SOME OR ALL OF THE PERSONS COMPRISING THE INITIAL BOARD OF DIRECTORS AND OFFICERS OF THIS CORPORATION MIGHT BE CONSIDERED FINANCIALLY INTERESTED PARTIES IN SUCH CONTRACT SHALL NOT BE CONSTRUED OR CONSIDERED AS A BREACH OF THEIR DUTIES AND OBLIGATIONS TO THIS CORPORATION, NOR AS POSSIBLE GROUNDS TO INVALIDATE SUCH MANAGEMENT-MAINTENANCE CONTRACT IN WHOLE OR IN PART.

J. THE CORPORATION IS EXPRESSLY AUTHORIZED TO JOIN IN THE EXECUTION OF THE DECLARATION OF CONDOMINIUM OF EASTERN SHORES WHITE HOUSE, A CONDOMINIUM, AND TO BIND ITSELF, ITS SUCCESSORS AND ASSIGNS, AND ALL OF ITS MEMBERS, NOW AND IN THE FUTURE, TO EACH AND EVERY TERM, CONDITION, AND COVENANT OF THE SAID DECLARATION OF CONDOMINIUM AND EXHIBITS ATTACHED THERETO.

K. To make and collect assessments from members for the purpose of operating and maintaining the condominium property.

L. The maintenance, repair and replacement of the condominium property.

M. The reconstruction of improvements after any casualty, and the further improvement of the property.

N. The hiring and dismissal of any necessary personnel required to maintain and operate the Condominium.

O. To make and amend regulations respecting the use of the property in the Condominium, provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the corporation before such shall become effective.

P. To approve or disapprove proposed purchasers, lessees, and mortgagees of the apartment units in the manner provided in the Declaration of Condominium.

Q. To carry and pay the premium for such insurance as may be required for the protection of the owners of condominium parcels and the Corporation against any casualty or any liability to third persons.

R. To enforce by legal means the provisions of the Declaration of Condominium, the Articles of Incorporation, the By-Laws of the Corporation, and the Rules and Regulations for the use of the property in the Condominium.

S. To pay all taxes, licenses or assessments of any nature whatsoever against any condominium parcel where the same are in default and to assess the same against the condominium parcel, subject to said taxes, licenses, and liens.

To pay all taxes or assessments of any nature whatsoever on any condominium parcel acquired by the Corporation through the enforcement of any lien held by the Corporation against said condominium parcel.

T. To pay all taxes, licenses, or assessments of any nature whatsoever assessed against the common elements of the Condominium and/or common elements of the Condominium in common with other Condominiums.

ARTICLE VI

OFFICERS

Section 1. The principal officers of the Corporation shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be

necessary. The office of the Secretary and Treasurer may be filled by the same person.

Section 2. The Officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of each new Board and shall hold office until the next annual meeting of the Board of Directors or until their successors should be duly elected and qualified, except as hereinafter provided.

Section 3. Upon an affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. The President shall be the Chief Executive Officer of the Corporation. He shall preside at all meetings of the Corporation and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of a president of a corporation, including but not limited to, the power of appointing committees from among the members from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Directors.

Section 6. The Secretary shall issue notice of all Directors' and members' meetings and shall attend and keep the Minutes of the same; shall have charge of all corporate books, records, and papers; shall be custodian of the corporate seal; shall attest with his signature and impress with the corporate seal all contracts or other documents required to be signed on behalf of the Corporation and shall perform all such other duties as are incident to his office. The duties of the Assistant Secretary shall be the same as those of the Secretary in the absence of the Secretary.

Section 7. The Treasurer shall have the responsibility for corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence of the Treasurer.

Section 8. Any vacancy in the office of the President, Vice-President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, or any other Officer or employee for any reason whatsoever may be filled by the Board of Directors at any regular or special meeting, which may elect a successor to the vacant office, who shall hold office for the balance of the unexpired term.

ARTICLE VII

FINANCE

Section 1. The funds of the Corporation shall be deposited in an escrow account in Dade County, Florida, and shall be withdrawn only upon the check or order of such Officers, employees, or agents as are designated by resolution of the Board of Directors from time to time.

Section 2. For accounting purposes, the Corporation shall operate upon the calendar year beginning the first day of January and ending the 31st day of December of each year.

Section 3. An audit of the accounts of the Corporation shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than March 15th of the year following the year for which the report is made.

Section 4. The Board of Directors of the Corporation shall maintain an assessment roll in a set of accounting books in which there shall be an account for

each condominium parcel. Each account shall designate the name and address of the owner or owners, the amount of each assessment against the owners', the dates and amounts in which the assessments become due, the amounts paid upon the account, and the balance due upon the assessments.

Section 5. The Board of Directors shall adopt a budget each year for the following calendar year which shall contain estimates of the cost of operating and maintaining the Corporation, including the following items:

A. General expenses to be incurred in connection with the operation of the common elements and common elements in common with other condominiums of the condominium property.

B. A breakdown showing the proposed assessment against each owner for the above expenses.

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

Section 6. The Board of Directors shall require that a fidelity bond be obtained from all Officers and employees of the Corporation handling or responsible for Corporation funds. The amount of such bond shall be determined by the Board of Directors, and the premiums on such bond shall be paid by the Corporation as an item of general expense.

Section 7. All assessments paid by members of the Corporation for the maintenance and operation of the condominium property shall be utilized by the Corporation for the purposes of said assessments. Any excess moneys received from said assessments paid by any members shall be held by the Corporation for the use and benefit of the members. Any surplus held by the Corporation after the payment of expenses for maintaining and operating the common elements and common elements in common with other condominiums shall be considered as general surplus and held for the benefit of all of the members, in proportion to each member's share in the common elements.

ARTICLE VIII

AMENDMENTS

Section 1. The Articles of Incorporation of the non-profit Corporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 75% of the votes in the Condominium, as set forth in the Declaration of Condominium.

Section 2. These By-Laws may be amended by the Corporation at a duly constituted meeting for such purpose provided, however, no amendment shall take effect unless approved by members representing at least 75% of the votes in the Condominium as set forth in the Declaration of Condominium.

Section 3. The Declaration of Condominium may be amended in accordance with the provisions of the Declaration of Condominium.

Section 4. No amendment to the Articles of Incorporation, the By-Laws, or the Declaration of Condominium shall be valid without the written consent of 100% of the members as to any of the following:

A. No amendment may be made which in any way changes the percentage of ownership owned by any member of a condominium parcel in the common elements and/or common elements in common with other condominiums of the condominium property, or which in any way changes or modifies the voting rights which may be cast by any member, or which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the common elements and/or common elements in common with other condominiums of the condominium property, or which changes the location of a member's apartment.

Section 5. Before any amendment shall be effective, it shall also be approved by a majority of the members of the Board of Directors.

Section 6. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 7. No amendment to the Articles of Incorporation or the By-Laws of the Corporation, or the Declaration of Condominium, shall be effective until the same has been recorded with the Clerk of the Circuit Court of Dade County, Florida.

Section 8. No amendment to the Articles of Incorporation, the By-Laws, the Declaration of Condominium, the Rules and Regulations, or the Deed and Assignment of the Corporation, shall be effective without the written consent of MILTON F. STEINHARDT, so long as he is the owner of any of the condominium parcels included within EASTERN SHORES WHITE HOUSE, a Condominium.

Section 9. Prior to the first annual meeting of the members of EASTERN SHORES WHITE HOUSE, a Condominium, MILTON F. STEINHARDT and the owners of the fee simple title of the leasehold interest of EASTERN SHORES WHITE HOUSE, a Condominium, shall have the right to make changes in the Declaration of Condominium, By-Laws, Articles of Incorporation, Rules and Regulations, and the form of Deed and Assignment, of EASTERN SHORES WHITE HOUSE, a Condominium, including the plat thereof, so long as such changes do not decrease a member's share of the common elements and/or common elements in common with other condominiums or increase a member's percentage of the common expenses or ground rentals, or which changes or modifies the voting rights which may be cast by any member, or change the location of the individual apartment sold to a member, or substantially decrease the size of any apartment.

Section 10. No amendment to the Articles of Incorporation or the By-Laws of the Corporation or the Declaration of Condominium shall be valid without the written consent of the Lessor and Lessee, which in any way affects the terms and conditions of the Lease demising the property upon which the Condominium and other improvements are being erected.

The foregoing were duly adopted as the By-Laws of EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., being a corporation not for profit, under the laws of the State of Florida, at the first meeting of the Board of Directors on the 12th day of March, 1971, at North Miami Beach, Dade County, Florida.

EASTERN SHORES WHITE HOUSE ASSOCIATION,
INC., a non-profit Florida corporation

By *Raphael Steinhardt*
RAPHAEL STEINHARDT, President

Attest *Jean C. Gordon*
JEAN C. GORDON, Secretary

CORPORATE SEAL



RULES AND REGULATIONS
OF
EASTERN SHORES WHITE HOUSE
a Condominium

I. GENERAL

A. MANAGER

1. The Manager maintains his offices in the EASTERN SHORES WHITE HOUSE, a Condominium, and may be reached during the day. In case of emergency, he may be reached after hours at his condominium unit.

2. The Manager is under the direct supervision of the ESWH MAINTENANCE CORP., a Florida corporation, which is under contract to your condominium association. He is there to keep your building running smoothly and efficiently, to help provide for your safety and enjoyment of the building, and to enforce the rules and regulations formulated by your association. Your cooperation in helping him to perform his duties by following the rules and regulations will not only ease his burden, but will reduce the cost of running and maintaining the building, and promote your enjoyment of your new home.

3. No apartment owner or resident shall direct, supervise or in any manner attempt to assert control over any of the employees of the Manager and/or ESWH MAINTENANCE CORP., nor shall he attempt to send any of such employees upon private business of such apartment owner or resident.

4. The Association and Manager shall have access to each apartment during reasonable hours as may be necessary for the maintenance, repair, and replacement of any common element, or for the making of emergency repairs necessary to prevent damage to the common elements or other apartment units or for the purpose of enforcing the provisions of the Declaration of Condominium, the By-Laws, the ninety-nine (99) year Lease, or the rules and regulations promulgated hereunder. The Manager shall at all times have a passkey to each apartment. No apartment owner shall alter any lock nor install any new lock on any doors leading to his apartment without the consent of the Manager and if such consent be given, the Manager shall be provided with a key.

5. If any key or keys are entrusted by a unit owner or by any member of his family or by his agent, servant, employee, licensee or visitor to a person other than the Manager, whether for such unit owner's apartment unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such unit owner, and the Manager shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

6. The agents and any contractor or workman authorized by the Manager and/or ESWH MAINTENANCE CORP. may enter any room or apartment unit in the building at any reasonable hour of the day for the purpose of inspecting such apartment unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

B. APARTMENT UNITS

1. Each apartment unit may be occupied only by a single family, its servants, and guests, as a residence, and may be used for no other purpose whatever.

2. No persons who have not yet attained twelve (12) years of age may be permitted to reside upon the lands except that children under such age are permitted to visit and temporarily reside thereon, provided that such temporary residence shall not exceed thirty (30) days in any one calendar year or thirty (30) days within any consecutive twelve (12) month period, whichever may provide the least permissible residence.

3. No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the property by its resident.

EXHIBIT D

4. No apartment owner will permit any use of his apartment which will increase the rate of insurance upon any part of the condominium property.

5. No unit owner shall make or permit any disturbing noises in the building or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other unit owners.

6. No apartment owner or resident shall play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set or other loud speaker in an apartment between the hours of 11:00 p.m. and the following 8:00 a.m., if the same shall disturb or annoy other occupants of the building.

7. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof.

8. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

9. Apartment owners are specifically cautioned that their right to make any addition, change, alteration, or decoration to the exterior appearance of any portion of an apartment building, including balconies appurtenant to apartments, is subject to the provisions of the Declaration of Condominium.

10. No cooking shall be permitted on any balcony or terrace of an apartment.

11. All doors between apartments and interior hallways shall be kept closed at all times when not being used for ingress or egress.

12. Screens or screen doors on entrances between apartment units and interior corridors are prohibited.

13. All doors between interior corridors and apartment units shall be flush doors containing no opening to the inside of the apartments.

C. GUESTS

1. Children under the age of twelve (12) must register with the Manager prior to their entering the building for an overnight stay. Apartment unit owners are responsible for their guests' conduct, and for any damage suffered to condominium property by their guests.

2. Activities of guests may be restricted to a limited number by the Manager.

D. CHILDREN

1. No person who has not yet attained twelve (12) years of age may be permitted to reside upon the lands except that children under such age are permitted to visit and temporarily reside thereon provided that such temporary residence shall not exceed thirty (30) days in any one calendar year or thirty (30) days within any consecutive twelve (12) month period, whichever may provide the least permissible residence.

2. All children under the age of twelve (12) must register with the Manager prior to their entering the building for an overnight stay.

3. Children who are guests of residents shall not be permitted to play in the walks, corridors, elevators, stairways of the apartment buildings nor upon the driveway and landscaped area of the condominium property.

4. Children under eighteen (18) years of age shall not be permitted in any recreation areas unless under the direct supervision and accompaniment of their parent or guardian. Under no conditions shall they be permitted in trash rooms, laundry rooms, tenant storage or house storage units.

5. Hosts to visiting children shall be personally responsible for any damage to condominium property caused by children.

E. PETS

1. No bird or animal shall be kept or harbored in the buildings unless the same in each instance be expressly permitted in writing by the Manager. All pets shall be registered in the Manager's office.
2. Dogs shall not be permitted in any of the public portions of the development unless carried or on a leash. No pets are permitted in the recreation units at any time. No pet over twenty (20) pounds will be permitted.
3. The owner shall indemnify the Management and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal on condominium property.
4. If a dog or other animal becomes obnoxious to other owners the owner must cause the problem to be corrected or if it is not corrected, the owner, upon written notice by the Manager, will be required to remove the animal.

F. ASSESSMENTS

1. Payments of assessments shall be made at the office of the Manager.
2. Payments made in the form of checks shall be made payable to the order of ESWH MAINTENANCE CORP. or EASTERN SHORES WHITE HOUSE ASSOCIATION, INC. or EASTERN SHORES WHITE HOUSE INTERCON, INC. or GLADYS GOLDMAN, as Trustee as Lessor.
3. Assessments are due on the first day of each month. If they are five (5) or more days late, owners are subject to late charges of TEN DOLLARS (\$10.00) or such higher sum as determined by the Manager or the Board of Directors. All payments on account shall be first applied to the late charges and then to the assessment payment first due. If any installment of an assessment be not paid on or before thirty (30) days after the same shall become due, the Board of Directors may declare the entire assessment for the remaining calendar year as to the delinquent owner then due and payable in full as if so originally assessed.

G. COMPLAINTS

1. Complaints regarding the service of the Condominium shall be made in writing to the Board of Directors or to the Manager.
2. Any consent or approval given under these rules by the Manager shall be revocable at any time.
3. Reasonable regulations concerning the use of the condominium apartment building and improvements thereto may be made and amended from time to time by the Board of Directors of the Association and Manager. These regulations shall be effective until so amended.

II. COMMON ELEMENTS

A. IN GENERAL

1. All parts of the building and condominium property shall be kept in clean condition. No rubbish, refuse nor garbage shall be allowed to accumulate.
2. No one shall make any use of the common elements and/or common elements in common with other condominiums which will increase the rate of insurance upon any part of the condominium property.
3. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the common elements and/or common elements in common with other condominiums.
4. There shall be no chairs, tables, benches, or other articles kept upon any common elements.
5. Nothing may be hung or displayed on the outside walls of the apartment building and no awning, canopy, shade, window guard, ventilator, fan air conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof without the prior written consent of the Association.
6. None of the common elements shall be decorated or furnished by any apartment owner or resident.

7. Apartment owners, residents, their families, guests, servants, employees, agents, visitors, shall not at any time or for any reason whatever enter upon or attempt to enter upon the roof, elevator shafts, elevator equipment rooms, or power rooms of the building.

8. Storage closets and utility closets in the buildings shall not be used for any purposes other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into them. The Manager may from time to time curtail or relocate any space devoted to storage or service purposes in the building.

9. No equipment or supplies belonging to the Manager or ESWH MAINTENANCE CORP. may be used or borrowed by an apartment unit owner.

B. ELEVATORS

1. There are high speed elevators located in the center core of the building.

2. All elevators are for the use and convenience of the residents of EASTERN SHORES WHITE HOUSE, a Condominium. Children are prohibited from playing or loitering in the elevators.

3. Elevators may not be held at a floor for loading or unloading, except under the supervision and with the authority of the Manager.

4. When the elevator arrives at your floor, if you are not ready to make use of it, please release it for the convenience of others. Another high-speed elevator will be available when you are ready.

5. In the event of elevator mechanical failure, there is an emergency alarm button located in each elevator cab to signal for help.

C. MAIL

1. Please include apartment unit number on all return addresses and in all mailing instructions, because of the similarity in names of many apartment unit owners.

2. Mail boxes are located in the ground floor lobby.

3. Each apartment unit owner mail box has been designated the identical number of the apartment unit, and each mail box has been supplied with a separate key.

4. There is mail delivery once a day, six days per week, Monday thru Saturday.

5. Mail is picked up once a day, six days per week, Monday thru Saturday, when the mailman is in the building. There is no mail pickup or delivery on Sunday.

D. TRASH AND TRASH CHUTES

1. Trash chutes must be kept clean at all times. No refuse may be left standing alongside the chute, but should be thrown down the chute immediately.

2. Nothing will be permitted to be stored in the trash chute room.

3. Any refuse too large to be thrown down the chute will be removed from apartments by maintenance personnel upon Manager's office being notified.

4. No items are to be placed in halls at any time.

5. No sweepings, rubbish, rags, paper, ashes, trash, or any other article shall be thrown into the storage closets and utility closets in the buildings. They shall not be used for any purposes other than those for which they were constructed.

6. The Manager may from time to time curtail or relocate any space devoted to storage or service purposes in the building.

E. LAUNDRY ROOMS

1. The laundry rooms are open twenty-four (24) hours each day.
2. Laundry rooms and laundry equipment should be left clean and available for the next owner's use.
3. Lights should be turned off when leaving the laundry rooms.
4. Laundry room doors should be kept closed.
5. Filters in the washing machines and dryers should be cleaned after each use.
6. In the event of mechanical failure, notify the Manager.

F. PUBLIC REST ROOMS

1. Public rest rooms are located in the EASTERN SHORES WHITE HOUSE, a Condominium.
2. These are not to be used for changing attire.
3. All facilities shall be kept in a clean and sanitary condition.
4. Children shall not play or loiter in the rest rooms.

III. RECREATION FACILITIES

A. CARD ROOM

1. This room is for card players only. If you wish to talk or visit with a friend, please use the social room.
2. Please try to keep ash trays cleaned out. Papers should be thrown into containers provided around the room.
3. Please do not tilt chairs.
4. Persons under twelve (12) years of age are not permitted in the card room.
5. No food or beverages are permitted in the card room at any time.

B. SOCIAL ROOM

1. The social room may be reserved by individual apartment unit owners, through the Manager on a "first come, first served" basis, for personal functions. Anyone desiring to reserve the social room must be sure to do so well in advance to assure its availability. No requests less than two weeks in advance will be honored.
2. There is no charge to an apartment unit owner for the use of the social room, except for a charge of TWENTY-FIVE DOLLARS (\$25.00) to cover the cost of cleaning up and setting up the social room.
3. Any apartment unit owner using the social room will be personally responsible for any damage whatsoever to the social room, kitchen, its equipment and furnishings and must sign a statement to that effect.
4. When the social room is not used for private functions, it will be open to all apartment unit owners at EASTERN SHORES WHITE HOUSE, a Condominium.
5. The social room may not be used for card playing.
6. Noise should be held at a minimum in order not to disturb those people in the card room.

C. POOL AND POOL DECK AREA

1. Ball playing in the pool or on the pool deck is not permitted.
2. Toys, rafts, floats, musical instruments, etc., are not permitted in the pool or on the pool deck area.
3. Children under twelve (12) years of age must be accompanied by an adult.
4. Pool hours are 9:30 a.m. thru 7:30 p.m. seven days per week, subject to change by the Manager without further notice.
5. No food or glasses for beverages permitted around the pool deck.
6. Litter must be deposited in trash containers placed around pool deck area, and under no circumstances should anything be thrown in the pool or the bay.
7. Females must wear bathing caps at all times.
8. You must shower or bathe prior to using the pool.
9. Please do not sit on the steps or obstruct people getting in or out of pools.
10. Please dry yourself before entering the buildings.
11. Lounges and chairs will not be reserved.
12. Do not move lounges or chairs.
13. Persons using oils should first put a towel on the lounge or chair and shower before entering the pool.
14. No bicycling or skating on the pool deck.
15. Men should wear a covering on the upper part of their body when going to or coming from the pool area - or at any other time when not on pool deck area.
16. No one under twelve (12) years of age is permitted to play shuffle board without an adult. Please return all equipment. Limit yourself to one game if people are waiting.
17. Use all facilities carefully and at your own risk.
18. No animals allowed on pool deck area.

D. HEALTH CLUB AND GYMNASIUM

1. The gymnasium is provided for the use and enjoyment of all condominium apartment owners. Please be considerate of others in the length of time you use the equipment provided, especially if others are waiting.
2. The gymnasiums will be open between the hours of 9:30 a.m. and 7:30 p.m. subject to change by the Manager without further notice.
3. No food or beverage permitted in the gymnasiums at any time.
4. Gymnasiums should be kept clean at all times, and equipment and mats should be replaced when finished with them.
5. No equipment may be moved from the gymnasiums.

E. SAUNA

1. Sauna rooms must be kept clean at all times.
2. Sauna rooms will be open between the hours of 9:30 a.m. and 7:30 p.m., subject to change by the Manager without further notice.

3. Please limit the use of the sauna rooms to fifteen (15) minutes when others are waiting.

IV. PARKING

Parking rules and regulations will be published at a later date.

The foregoing were duly adopted as the Rules and Regulations of EASTERN SHORES WHITE HOUSE, a Condominium, for and on behalf of EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., and EASTERN SHORES WHITE HOUSE INTERCON, INC., both corporations not for profit, under the laws of the State of Florida, at the first meeting of their respective Boards of Directors on the 12th day of March, 1971, at North Miami Beach, Dade County, Florida.

EASTERN SHORES WHITE HOUSE ASSOCIATION,
INC., a non-profit Florida corporation,

By *Raphael Steinhardt*
RAPHAEL STEINHARDT, President

Attest *Jean C. Gordon*
JEAN C. GORDON, Secretary

CORPORATE SEAL

EASTERN SHORES WHITE HOUSE INTERCON, INC.,
a non-profit Florida corporation,

By *Raphael Steinhardt*
RAPHAEL STEINHARDT, President

Attest *Jean C. Gordon*
JEAN C. GORDON, Secretary

CORPORATE SEAL

CONDOMINIUM DEED

THIS INDENTURE, Made the _____ day of _____ 197 , between MILTON F. STEINHARDT, joined by his wife, ESTHER STEINHARDT, of the County of Dade and State of Florida, Parties of the First Part, and

whose post office address is _____ of the County of _____ and State of _____ Party of the Second Part,

(Wherever used herein, the terms "Grantor", "Grantee", and "Party" shall be construed to include masculine, feminine, singular or plural, as the context indicates, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of the corporation.)

W I T N E S S E T H :

That the said Parties of the First Part, for and in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, to them in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents, do grant, bargain and sell unto the said Party of the Second Part, and their heirs and assigns forever, the following interest in property located in Dade County, Florida, to-wit:

Condominium unit No. _____ according to the Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium, dated March 15, 1971, recorded in Official Record Book _____ Page _____ Public Records of Dade County, Florida, together with an undivided _____ % interest in the common elements appurtenant thereto. Said % interest in and to the common elements (being the same percentage of undivided interest herein conveyed), all in EASTERN SHORES WHITE HOUSE, a Condominium, has been assigned by the Parties of the First Part to the Party of the Second Part simultaneous herewith; it being the intention of the parties hereto that the interest of the Party of the Second Part in and to the buildings and improvements vested by the aforementioned assignment and this Condominium Deed does not exceed in the aggregate an undivided _____ % thereof.

THE INTEREST HEREIN TRANSFERRED AND ASSIGNED TO THE PARTY OF THE SECOND PART DOES NOT INCLUDE ANY INTEREST IN THE FEE SIMPLE TITLE TO THE LAND UPON WHICH SAID EASTERN SHORES WHITE HOUSE, A CONDOMINIUM, HAS BEEN CONSTRUCTED.

This transfer to the Party of the Second Part of the condominium unit and undivided interest set forth above is subject to the terms and conditions of said 99-year Lease between GLADYS GOLDMAN, as Trustee, as Lessor, and MILTON F. STEINHARDT, as Lessee, dated the 2nd day of March, 1970, recorded in Official Record Book _____ Page _____ Public Records of Dade County, Florida. As part of the consideration for the interest herein transferred, the Party of the Second Part agrees to assume and abide by the terms of said 99-year Lease to the extent that the same are the obligation of the Party of the Second Part.

AND, the Parties of the First Part hereby covenant with said Party of the Second Part that they are lawfully seized of said property; that they have good right and lawful authority to sell and convey said property; that they hereby fully warrant the said property and will defend the same against the lawful claims of all persons whomsoever; and that said property is free of all encumbrances, less and except the following and ALSO SUBJECT TO:

1. Taxes and assessments for the year 197 , and subsequent years.
2. Conditions, restrictions, limitations, and easements of record.
3. Governmental zoning.
4. Questions of location, measurement, and survey.
5. Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium, dated March 15, 1971, recorded in Official Record Book _____ Page _____ Public Records of Dade County, Florida, together with Exhibits attached thereto.
6. 99-year Lease dated March 2, 1970, recorded in Official Records Book _____ Page _____ Public Records of Dade County, Florida.

IN WITNESS WHEREOF, the said Parties of the First Part have set their hands

EXHIBIT E

and seals the day and year first above written.

WITNESSES:

MILTON F. STEINHARDT (SEAL)

ESTHER STEINHARDT (SEAL)

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared MILTON F. STEINHARDT, joined by his wife, ESTHER STEINHARDT, to me known to be the persons described in and who executed the foregoing Condominium Deed and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this day of 197 .

NOTARY PUBLIC

My Commission Expires:

ACKNOWLEDGMENT AND ACCEPTANCE BY GRANTEE

GRANTEE, BY ACCEPTANCE AND EXECUTION OF THIS DEED, ACKNOWLEDGES THAT THIS CONVEYANCE IS SUBJECT IN EVERY RESPECT TO THE DECLARATION OF CONDOMINIUM OF EASTERN SHORES WHITE HOUSE, A CONDOMINIUM, DATED MARCH 15, 1971, RECORDED IN OFFICIAL RECORDS BOOK PAGE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; AND GRANTEE ACKNOWLEDGES READING AND EXAMINING THE SAID DECLARATION AND ALL INSTRUMENTS INCORPORATED THEREIN AS EXHIBITS; AND GRANTEE FURTHER ACKNOWLEDGES THAT EACH AND EVERY PROVISION OF SAID DECLARATION IS ESSENTIAL TO THE SUCCESSFUL OPERATION AND MANAGEMENT OF SAID CONDOMINIUM BUILDING AND IMPROVEMENTS IN THE INTEREST AND FOR THE BENEFIT OF ALL OWNERS OF INTEREST THEREIN; AND GRANTEE COVENANTS AND AGREES TO ABIDE BY EACH AND EVERY PROVISION OF SAID DECLARATION OF CONDOMINIUM OF EASTERN SHORES WHITE HOUSE, A CONDOMINIUM, AND ALL EXHIBITS INCORPORATED THEREIN BY REFERENCE.

GRANTEE COVENANTS AND AGREES TO ASSUME AND ABIDE BY EACH AND EVERY TERM OF THE 99-YEAR LEASE AGREEMENT BETWEEN GLADYS GOLDMAN, AS TRUSTEE, AS LESSOR, AND MILTON F. STEINHARDT, AS LESSEE, DATED THE 2ND DAY OF MARCH, 1970, RECORDED IN OFFICIAL RECORDS BOOK PAGE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, TO THE EXTENT THAT THE SAME ARE THE OBLIGATIONS OF THE GRANTEE.

WITNESSES:

GRANTEE (SEAL)

GRANTEE (SEAL)

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY that on this date before me, an officer duly qualified to take acknowledgments, personally appeared

to me known to be the Grantee described in and who executed the foregoing instrument as Grantee, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed, and that they severally acknowledged to be bound by the said 99-year Lease and Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium, and all exhibits incorporated therein by reference.

WITNESS my hand and official seal in the County and State last aforesaid, this day of 197 .

NOTARY PUBLIC

My Commission Expires:

LEASE

THIS LEASE, made and entered into this 2nd day of March, 1970, by and between GLADYS GOLDMAN, as Trustee, hereinafter referred to as LESSOR, and MILTON F. STEINHARDT, hereinafter referred to as LESSEE.

WITNESSETH:

That in consideration of the covenants and agreements hereinafter set forth to be performed by the parties hereto and the payment of the rental hereinafter designated by the Lessee in accordance with provisions of this Lease, the Lessor has leased, rented, let, and demised, and by these presents does lease, rent, let, and demise unto said Lessee, his heirs, executors, administrators, and assigns, the following described real property situate in Dade County, Florida:

LOTS 4, 5, 6, 7, 8, 9, THE WEST 1/2 OF LOT 10, ALL OF LOTS 28 AND 29 EASTERN SHORES 2ND ADDITION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65 AT PAGE 43 PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

TO HAVE AND TO HOLD the above described premises together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any way incident or appertaining, save and except the rents and other amounts due to the Lessor by the Lessee, unto the said Lessee for a term of ninety-nine (99) years, commencing on the 2nd day of March, 1970, unless terminated prior to said date in accordance with the terms and conditions hereof.

1. INTRODUCTION: GLADYS GOLDMAN, as Trustee, the Lessor herein, is the owner of the fee simple title to the real property described in this Lease which it has submitted to the condominium form of ownership pursuant to the provisions of Chapter 711, Florida Statutes.

MILTON F. STEINHARDT, the Lessee herein, is the developer of a condominium project known as EASTERN SHORES WHITE HOUSE, a Condominium, which he is constructing upon the lands covered by this Lease.

Upon completion of the construction of the apartment building and other improvements which shall be a part of EASTERN SHORES WHITE HOUSE, a Condominium, the developer (the Lessee herein) will submit his ninety-nine (99) year leasehold interest demised by this Lease to the condominium form of ownership, pursuant to the authority of Section 711, Florida Statutes as amended.

Once EASTERN SHORES WHITE HOUSE, a Condominium, has been duly established as a condominium under the provisions of Section 711, Florida Statutes as amended, the developer (the Lessee herein) will convey to individual purchasers the one hundred nineteen (119) individual apartments which will be located in said condominium project together with an undivided interest in the common elements appurtenant thereto to said EASTERN SHORES WHITE HOUSE, a Condominium, Said conveyance will not convey the fee simple title but will be solely a conveyance of an interest in said building and other improvements and will be subject to the terms and conditions of this Lease.

SIMULTANEOUS with the conveyance by the Lessee herein, MILTON F. STEINHARDT, of the interest in the building and other improvements to the individual purchasers of said one hundred nineteen (119) apartment units, the Lessee herein, MILTON F. STEINHARDT, will assign as permitted by this Lease by individual assignments, an undivided Lessee's interest in and to this Lease to each of the purchasers of said one hundred nineteen (119) apartments in said EASTERN SHORES WHITE HOUSE, a Condominium.

IT IS THE PURPOSE OF THIS LEASE THAT THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL COVER ALL OF THE LAND WHICH IS TO BE A PART OF SAID EASTERN SHORES WHITE HOUSE, A CONDOMINIUM, BUT THAT THE TERMS AND CONDITIONS OF THE SAME SHALL BE CONSIDERED AS SEVERABLE AND NOT JOINT. EACH OWNER OF AN APARTMENT IN EASTERN SHORES WHITE HOUSE, A CONDOMINIUM, SHALL BE RESPONSIBLE FOR CARRYING OUT HIS OR HER INDIVIDUAL OBLIGATIONS UNDER THE TERMS AND CONDITIONS OF THIS LEASE, BUT SHALL NOT BE RESPONSIBLE FOR COMPLIANCE WITH THE TERMS HEREOF BY OTHER OWNERS OF OTHER APARTMENTS IN SAID EASTERN SHORES WHITE HOUSE, A CONDOMINIUM.

This lease provides that the individual and severable assignments permitted to be made by the Lessee herein to the owners of the one hundred nineteen (119) individual apartments in EASTERN SHORES WHITE HOUSE, a Condominium, shall be in a recordable form and shall be executed by each of said assignees and shall only be assignable to persons or legal entities who are the owners of apartments in said EASTERN SHORES WHITE HOUSE, a Condominium, and may not be assigned separate and apart from said owners' interests in and to said apartments. Each of

EXHIBIT F

said assignments shall require that the assignee appoint EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation, as the agent for each and every owner, for the purpose of carrying out the terms and conditions of this Lease on behalf of each and every owner, provided, however, that any and all moneys which must be paid to said EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation, on behalf of each owner, to permit it to carry out its duties as agent, shall continue to be payable by each assignee or his or her heirs or assigns, pursuant to the terms and conditions of said Lease. A default on the part of said assignee (the owner of an individual apartment) in making any such payments shall constitute an individual default on the part of said owner. The appointment of EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation, as agent of each and every owner of apartments in said Condominium shall be irrevocable throughout the term of this Lease.

Compliance with the terms and conditions of this Lease shall be the obligation of the Lessee, MILTON F. STEINHARDT, until such time as he has assigned as authorized herein, an undivided interest in this Lease as authorized herein, to an individual owner of an apartment in EASTERN SHORES WHITE HOUSE, a Condominium. Upon the execution and recordation of said assignment, the Lessee herein shall be relieved of any further compliance with reference to the terms and conditions of this Lease as applies to each apartment.

Upon the assignment and recordation of same of undivided interests in this Lease equalling one hundred (100%) per cent thereof, then and in that event the Lessee, MILTON F. STEINHARDT, shall be relieved from any further responsibility from the terms and conditions of this Lease.

2. TERM: The term of this Lease shall begin on the 2nd day of March, 1970, and shall run for a period of ninety-nine (99) years unless terminated prior to said date in accordance with the terms and provisions hereof.

3. POSSESSION: Possession of the above described property has heretofore been turned over to the Lessee pursuant to the terms and conditions of an agreement between the Lessor and the Lessee relating to the construction of certain improvements thereon. The Lessee has accepted possession and shall be in peaceful possession of same so long as the Lessee is not in default under the terms of this Lease. At the expiration of said term, the property covered by this Lease shall be redelivered by the Lessee to the Lessor, together with any improvements located thereon which shall become the property of the Lessor, free and clear of any claim of the Lessee. That upon the execution of this Lease Agreement, there was situated upon the demised property substantially completed improvements and structures consisting of an apartment building containing one hundred nineteen (119) individual apartment units and partially completed related facilities, such as a pool, (including pool equipment room), shuffle board courts, parking area, driveways and walkways and recreation room. Lessor hereby acknowledges that at no time, specifically but not limited to the date of execution of this Lease, did Lessor have any interest of ownership in and to the aforementioned improvements and structures upon the demised premises. That Lessor, prior to the execution of this Lease, granted unto the Lessee the right, privilege, and authority to construct upon the demised premises the said apartment building, together with related facilities, it being the intention of the parties hereto that any improvements or structures constructed or placed upon the demised property would be the sole property of the Lessee in fee simple absolute. Lessor acknowledges this day that all structures and improvements upon the demised property are the property of the Lessee in fee simple absolute without any interest of ownership in Lessor, and that the Lessee has the continuing right, privilege, and authority to finish constructing and building improvements of any nature whatsoever upon the demised property and to own same in his own name in fee simple absolute.

4. TITLE: The Lessor covenants and agrees that it has lawful title to said premises free and clear of all liens and encumbrances except the following which Lessee assumes and agrees to take subject to:

- A. All taxes and assessments subsequent to the year 1970.
- B. Any and all easements, restrictions, reservations, or limitations of record.
- C. Governmental zoning of record, building ordinances or regulations.
- D. Questions of location, measurement, and survey.

E. The Lessee, at his expense, shall furnish such documentary stamps as may be required to be affixed to this Lease by the laws of the State of Florida and shall pay for the recording of the same.

F. The terms and conditions of the Declaration of Condominium relating to EASTERN SHORES WHITE HOUSE, a Condominium.

G. Any and all permanent mortgages now existing or hereafter executed by the Lessee and/or any of the individual owners of apartments in EASTERN SHORES WHITE HOUSE, a Condominium, which constitute a first mortgage lien against the interests of the Owners of said apartments.

5. RENTAL: THE LESSEE HEREBY COVENANTS WITH THE LESSOR THAT THE LESSEE WILL PAY TO THE LESSOR, AT SUCH PLACE AS THE LESSOR MAY DESIGNATE IN WRITING FROM TIME TO TIME, THE FOLLOWING SUMS OF MONEY AS RENT FOR THE USE OF THE LEASED PREMISES:

A. THE LESSEE AGREES TO PAY TO THE LESSOR AT SUCH PLACE AS THE LESSOR MAY DESIGNATE FROM TIME TO TIME IN WRITING, THE FOLLOWING GROUND RENTALS:

COMMENCING ON THE 1ST DAY OF APRIL, 1971, THE LESSEE SHALL PAY TO THE LESSOR AN ANNUAL GROUND RENTAL OF FIFTY-ONE THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$51,480.00) PER YEAR, WHICH SHALL BE PAYABLE IN EQUAL QUARTERLY INSTALLMENTS OF TWELVE THOUSAND EIGHT HUNDRED SEVENTY DOLLARS (\$12,870.00) PER QUARTER, COMMENCING ON THE 1ST DAY OF APRIL, 1971, AND QUARTERLY THEREAFTER IN ADVANCE ON THE 1ST DAY OF EACH AND EVERY QUARTER THEREAFTER THROUGHOUT THE TERM OF THIS LEASE.

LESSOR AND LESSEE AGREE THAT THE PAYMENT OF THE ABOVE RENTALS SHALL BE THE SEVERAL OBLIGATION OF THE VARIOUS ONE HUNDRED NINETEEN (119) APARTMENTS WHICH ARE A PART OF EASTERN SHORES WHITE HOUSE, A CONDOMINIUM. THE QUARTERLY GROUND RENTAL PAYABLE BY EACH OF SAID APARTMENTS AS A PORTION OF THE OVERALL QUARTERLY PAYMENT DUE THE LESSOR UNDER THIS LEASE SHALL BE AS FOLLOWS:

(1) EFFICIENCY APARTMENT	\$90.00 PER QUARTER FOR 99 YEARS
(2) ONE-BEDROOM APARTMENT	\$90.00 PER QUARTER FOR 99 YEARS
(3) TWO-BEDROOM APARTMENT	\$120.00 PER QUARTER FOR 99 YEARS
(4) TWO-BEDROOM CORNER DELUXE	\$135.00 PER QUARTER FOR 99 YEARS

THE ABOVE RENTALS SHALL BE PAYABLE BY THE VARIOUS ONE HUNDRED NINETEEN (119) APARTMENTS WHICH ARE A PART OF THE EASTERN SHORES WHITE HOUSE, A CONDOMINIUM, IN ADVANCE FOR A THREE (3) MONTH PERIOD OF TIME FROM THE RESPECTIVE DATE OF CLOSING ON EACH OF THE SAID APARTMENTS. THEREAFTER, EACH OF THE SAID APARTMENTS SHALL CONTINUE TO PAY IN ADVANCE FOR A THREE (3) MONTH PERIOD OF TIME THEIR RESPECTIVE GROUND RENTALS AS SET FORTH HEREIN EACH AND EVERY QUARTER THEREAFTER THROUGHOUT THE TERM OF THIS LEASE.

THE ABOVE RENTALS SHALL BE SUBJECT TO ALL OF THE OTHER TERMS AND CONDITIONS OF THIS PARAGRAPH, AND EACH APARTMENT SHALL BE RESPONSIBLE FOR PAYING FOR ITS SHARE OF ANY OTHER COSTS OR ANY INCREASED RENTALS BY REASON OF COST OF LIVING INCREASES, AS HEREINAFTER PROVIDED.

B. IT IS AGREED AND UNDERSTOOD THAT THE RENTAL TO BE PAID TO THE LESSOR IS A NET RENTAL AS HEREINAFTER SET FORTH IN DETAIL, AND THAT THE LESSEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TAXES, ASSESSMENTS, COSTS OF UTILITIES, INSURANCE PREMIUMS, MAINTENANCE, OPERATING COSTS, OR ANY OTHER EXPENSE OF ANY NATURE WHATSOEVER INCURRED IN CONNECTION THEREWITH, ALL OF WHICH ARE TO BE PAID BY THE LESSEE.

C. In view of the fluctuating purchasing power of the dollar, the parties hereto, desiring to adjust the above described rentals to such purchasing power, agree that adjustments shall be made in the annual rental from time to time as hereinafter provided so as to reflect as nearly as possible such fluctuations. The parties hereto adopt as standard for measuring such fluctuations the Consumer Price Index (revised using the 1957-1959 average as equal to 100), United States average on all items and commodity groups issued by the Bureau of Labor Statistics of the United States Department of Labor, hereinafter referred to as the "Index". The average of the Index for the months of June, July, and August, 1970, shall be taken as the Basic Standard. The average of the Index for those months was 135.6, and that figure is therefore the Basic Standard as that term is hereinafter used. The first adjustment shall be made in the year 1974 so that it will operate for the next five-year period commencing on the 1st day of April, 1975. Thereafter, for the remainder of the term, adjustments shall be made every five years and shall be in effect to the next five-year period. These adjustments shall be made and the rental for the ensuing period shall be arrived at by multiplying the rent of FIFTY ONE THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$51,480.00) by a fraction, the numerator of which shall be the new Index figure and the denominator of which shall be the Basic Standard. The new Index figure will be the average for the months of June, July, and August of the Lease year prior to that in which the adjustment is made. For example, the new Index figure shall be taken from the months of June, July, and August, 1974, and would be utilized for the purpose of recomputing the rentals commencing the 1st day of April, 1975, and thereafter at the end of each five-year period.

It is understood that the above Index is now being published by the Bureau of Labor Statistics of the United States Department of Labor, monthly. Should it be published at other intervals so that the three months' average cannot be determined exactly as above contemplated for the Basic Standard, then the Basic Standard shall be arrived at from the Index or Indices published by said Bureau most closely approximating such three months' interval. Should said Bureau of Labor Statistics change the manner of computing such Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and the adjustment to the new Index shall be made on the basis of such conversion factor. Should the publication of said Index be discontinued by said Bureau of Labor Statistics, then such other Index as may be published by such Bureau most nearly approaching said discontinued Index shall be used in making the adjustments herein provided for. Should said Bureau discontinue the publication of an Index approximating the Index herein contemplated, then such Index as may be published by another United States Government Agency as most nearly approximates the Index herein first above referred to shall govern and be substituted as the Index to be used, subject to the application of an appropriate conversion factor to be furnished by the government agency publishing the adopted Index. If such governmental agency will not furnish such conversion factor, then the parties shall agree upon a conversion factor or a new Index and, in the event agreement cannot be reached as to such conversion factor or such new Index, then the parties hereto agree to submit to arbitration, chosen in accordance with the Rules of the American Arbitration Association, the selection of a new Index approximating as nearly as can be the Index hereinabove first contemplated, which new Index may be the one published by a governmental agency or one published by a private agency and generally accepted and approved as an Index reflecting the contemplated fluctuation in the purchasing power of the dollar. Should there be no such publication by a governmental agency, then an Index prepared by a private agency generally accepted and approved as an Index reflecting the contemplated fluctuation in the purchasing power of the dollar shall be agreed upon by the parties hereto, or failing such an agreement, a generally accepted and approved Index shall be selected by arbitrators in accordance with the Rules of the American Arbitration Association. The selection of an Index by such arbitrators in either of the above events shall be binding upon the parties hereto. In no event shall the basic rental payable to the Lessor decrease below FIFTY ONE THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$51,480.00), which is the basic rental payable under this Lease.

In the event of any controversy arising as to the proper adjustment for rental payments as herein provided, the Lessee shall continue paying the rental under the last preceding rental adjustment as herein provided until such time as said controversy has been settled, at which time an adjustment will be made retroactive to the beginning of the adjustment period in which the controversy arise.

In addition to the foregoing paragraph providing for the increase of the rental covered by this Lease due to price fluctuations, it is agreed that in the event the United States dollar should ever be officially devaluated by the United States Government, or replaced by a legal specie of a lesser value, then and in that event the rental to be paid by the Lessee to the Lessor shall be increased in proportion to said devaluation so that the rental, including any increase by reason of fluctuations in the Consumer Price Index, will be equal to the value of the United States dollar as of the date of the execution of this Lease.

6. FIRE, WIND, CASUALTY, AND OTHER INSURANCE: Lessee, at his sole cost and expense, shall keep the demised premises insured for the mutual benefit of Lessor and Lessee (as hereinafter provided) during the term of this Lease, against loss or damage by fire, hurricane, tornado, windstorm, and against loss or damage by any other risks now or hereafter embraced by "Extended Coverage," so called, in amounts sufficient to prevent Lessor or Lessee from becoming a co-insurer under the terms of the applicable policies, but in any event in an amount not less than eighty (80%) per cent of the then "full replacement cost," exclusive of the cost of excavations, foundations, and footings below the lowest basement floor. Such "full replacement cost" shall be determined from time to time (but not more frequently than once in any thirty-six (36) calendar months) at the request of Lessor by an appraiser, engineer, architect, or contractor designated by Lessee and approved in writing by Lessor (such approval not to be unreasonably withheld) and paid by Lessee. No omission on the part of the Lessor to request any such determination shall relieve Lessee of any of its obligations under this Paragraph 6.

Lessee, at his sole cost and expense, but for the mutual benefit of Lessor and Lessee, shall maintain:

A. Personal injury and property damage liability insurance, with respect to the condominium apartment building and related facilities, against claims for bodily injury, death or property damage, occurring thereon, in or about the demised premises or the elevators, in or about the adjoining streets, property, parking areas, and passageways, such insurance to afford minimum protection during the term of this Lease, of not less than THREE HUNDRED

THOUSAND DOLLARS (\$300,000.00) in respect to bodily injury or death to any one person, and of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) in respect to any one accident, and not less than TEN THOUSAND DOLLARS (\$10,000.00) property damage arising out of any one accident.

B. Boiler insurance, if applicable, and, if requested by Lessor, plate glass insurance in amounts reasonable and satisfactory to Lessor.

C. Such other insurance and in such amounts as may, from time to time, be reasonably required by Lessor against other insurable hazards which, at the time are commonly insured against in the case of premises similarly situated, due regard being, or to be given to the height and type of building, its construction, use, and occupancy.

All insurance provided for in this Paragraph 6, shall be effected under valid and enforceable policies issued by insurers of recognized responsibility, which shall be issued by the same insurer issuing the insurance to EASTERN SHORES WHITE HOUSE, A Condominium, and approved in the same manner as provided in Article X of the Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium. Within a reasonable time after the execution of this Lease and thereafter, not less than thirty (30) days prior to the expiration dates of the expiring policies theretofore furnished pursuant to this Paragraph 6, originals (or the certificates of the insurers satisfactory to Lessor when the originals shall have been delivered to mortgagees) of the policies bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Lessor of such payment, shall be delivered by Lessee to Lessor.

All policies of insurance hereinabove provided for shall name Lessor and Lessee as the insured as their respective interests may appear. Such policies shall also be payable to any mortgagee, as the interest of such mortgagee may appear. The loss, if any, under any policies provided for in such paragraphs shall be adjusted with the insurance companies (a) by Lessee and said mortgagee in the case of any particular casualty resulting in damage or destruction not exceeding TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) in the aggregate, or (b) by Lessor, Lessee, and said mortgagees in the case of any particular casualty resulting in damage or destruction exceeding TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) in the aggregate. The proceeds of any insurance shall be payable:

(1) To Lessee and to mortgagee, if any, in the case of any particular casualty resulting in damage or destruction not exceeding TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) in the aggregate, or

(2) To Lessor in the case of any particular casualty resulting in damage or destruction exceeding TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) in the aggregate, for the purposes set forth in Paragraph 15 of this Lease.

All policies hereinabove provided for shall provide that the loss, if any thereunder, shall be adjusted and paid as hereinabove provided.

Each such policy or certificate therefor issued by the insurer shall contain an agreement by the insurer that such policy shall not be cancelled without at least ten (10) days prior written notice to Lessor.

In the event of failure on the part of the Lessee to provide or obtain any insurance coverage required hereunder, Lessor shall have the right (but not the obligation) to obtain insurance with the requirements of this Paragraph 6, in which event all sums paid by the Lessor by way of premium payments or otherwise in connection with the said insurance shall be additional rent and shall become due and payable immediately upon demand by the Lessor.

7. LESSOR'S RIGHT TO PERFORM LESSEE'S COVENANTS: If Lessee shall at any time fail to pay any sums due under this Lease in accordance with the provisions of this Lease, or to take out, pay for, or maintain any of the insurance policies provided for in Paragraph 6 hereof, or shall fail to make any other payment or perform any other act on his part to be made or performed, then Lessor, after ten (10) days' written notice to Lessee (or without notice in case of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease, may (but shall be under no obligation to):

(a) Pay any sum payable by Lessee pursuant to the provisions of this Lease, or

(b) Take out, pay for, and maintain any of the insurance policies provided for in Paragraph 6 hereof;

(c) Make any other payment or perform any other act on Lessee's part to be made or performed as in this Lease provided;

and may enter upon the demised premises for such purpose and take all such action thereon as may be reasonably necessary therefor.

All sums so paid by Lessor and all costs and expenses incurred by Lessor in connection with the performance of any such act, together with interest thereon at the rate of ten (10%) per cent per annum from the respective dates of Lessor's making of each such payment shall constitute additional rent payable by Lessee under this Lease and shall be paid by Lessee to Lessor on demand, and Lessor shall not be limited in the proof of any damages which Lessor may claim against Lessee arising out of or by reason of Lessee's failure to provide and keep in force insurance as aforesaid, to the amount of insurance premium or premiums not paid or incurred by Lessee and which would have been payable upon such insurance, but Lessor shall also be entitled to recover as damages for such breach, the uninsured amount of any loss, to the extent of any deficiency in the insurance required by the provisions of this Lease. However, any such damages so recovered by the Lessor shall be subject to any of the provisions of Paragraph 15 hereof. Upon the expiration of this Lease, the unearned premiums upon any such insurance policies lodged with Lessor by Lessee shall be apportioned if Lessee shall not then be in default in the performance of any of Lessee's covenants, agreements, and undertakings in this Lease.

8. **REPAIRS AND MAINTENANCE OF THE PROPERTY:** Throughout the terms of this Lease, Lessee, at his sole cost and expense, will take good care of the demised premises and the sidewalks and curbs adjoining the demised premises, and will keep the same in good order and condition, and make all necessary repairs thereto, interior and exterior, structural, non-structural, ordinary and extraordinary, and unforeseen and foreseen. When used in this Paragraph 8, the term "repairs" shall include all necessary replacements, renewals, alterations, additions, and betterments. All repairs made by Lessee shall be equal in quality and class to the original work. Lessee will do or cause others to do all necessary shoring of foundations and walls of any building, and every other act or thing for the safety and preservation thereof which may be necessary by reason of any erosion, excavation or other building operation upon any adjoining property or street, alley, or passageway.

The necessity for adequacy of repairs to any building or other improvement pursuant to Paragraph 8 hereof shall be measured by the standard which is appropriate for buildings of similar construction and class, provided that Lessee shall in any event make all repairs necessary to avoid any structural damage or injury to any building or other improvement.

9. **TAXES:** Lessee agrees that as part of the consideration of this Lease, he will pay any and all real estate taxes, personal property taxes, and any other taxes of any nature whatsoever, or special assessments levied against the land and improvements of the property covered by this Lease during the term of this Lease, and in the event the Lessee shall fail to pay and cause discharge of the same when due, the Lessor may pay the same and such amounts paid, including any penalties and interest, shall be added to the rentals due hereunder and payable to the Lessor by the Lessee upon the next rental payment due.

The parties understand and agree that the Lessee shall pay the taxes and other charges as enumerated in this numbered paragraph, and shall deliver official receipts evidencing such payment to the Lessor at the place at which rental payments are required to be made, which payment of taxes shall be made and said receipts delivered at least sixty (60) days before the same tax itself would become delinquent in accordance with the law then in force governing the payment of such tax or taxes. If, however, the Lessee desires to contest the validity of any tax or tax claim, the Lessee may do so without being in default hereunder as to the obligation to pay taxes; provided the Lessee gives the Lessor notice of intention to do so and furnishes the Lessor with a bond with surety made by a surety company qualified to do business in the State of Florida, or a cash bond, in one and one-half times the amount of the tax item or the items intended to be contested, conditioned to pay the tax item or items when the validity thereof shall finally have been determined, which said written notice and bond shall be given by the Lessee to the Lessor not later than a day which is sixty (60) days before the tax item or items proposed to be contested would otherwise become delinquent. The failure to pay taxes or other charges as enumerated in this numbered paragraph, and furnish the receipts thereof or to furnish the written notice and bond herein referred to not later than sixty (60) days before the said tax or taxes or any item of them would become delinquent by the Lessee, shall constitute the Lessee in default under this Lease at Lessor's option, as hereinafter set forth.

10. **UTILITY AND/OR LICENSE CHARGES:** The Lessee agrees and covenants to pay all deposits and/or charges for utilities and/or licenses, whether they are required and/or supplied by a public or private firm, and to pay them monthly or as they become due. It is contemplated that this will include all deposits and/or charges for water, gas, electricity, telephone, garbage collection, sewer, and other types of utilities and any other type of service charge of any nature whatsoever.

11. **COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES:** The Lessee covenants and agrees that the Lessee will, at his own expense, make such improvements on the premises and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction

over said property in order to comply with sanitary requirements, set-back requirements, and other requirements designated to protect the public.

12. **LAWFUL USE OF PREMISES:** The Lessee covenants and agrees that during the term of this lease the property covered by this Lease shall be used solely for residential purposes, for the use and benefit of EASTERN SHORES WHITE HOUSE, a Condominium, or their authorized sublessees, guests, or licensees.

The Lessee further covenants and agrees that during the term hereof, it will not permit the same to be used for any illegal or immoral purpose, business, or occupation, provided that a violation of this paragraph shall operate as a breach of Lease only in the event that the property herein described shall be closed or abated by the proper legal authorities for any illegal or immoral purpose, business or occupation, and the Lessee has failed to abate such conditions, or has failed to take reasonable steps to obtain such abatement, within thirty (30) days after such closing. In the event of such failure on the part of the Lessee, and the exercise of Lessor's option to treat the same as a breach of the Lease, such breach and the right to terminate shall exist only after the expiration of thirty (30) days' written notice and demand for the abatement of such condition.

13. **INSPECTION OF PREMISES:** The Lessee agrees and covenants that the Lessor, or its agents, at all reasonable times and during all reasonable hours, shall have free access to said demised premises and to any buildings or structures that may at any time be hereon, or any part thereof, for the purpose of examining or inspecting the condition of the same, or if exercising any right or power reserved to the Lessor under the terms and provisions of this indenture.

14. **LIENS CREATED BY LESSEE:** The Lessee covenants and agrees that the Lessee has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title, and interest of the Lessor in an to the land covered by this Lease, and that no person shall ever be entitled to any lien directly or indirectly derived through or under him, or his agents or servants or on account of any act or remission of the Lessee, which lien shall be superior to the interest in this Lease reserved to the Lessor upon the leased premises. All persons contracting with the Lessee or furnishing materials or labor to the Lessee or to his agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease. This provision is inserted in this Lease pursuant to the authority of Chapter 713.101 Florida Statutes. Should any such lien be filed, the Lessee shall discharge the same by paying it or by filing a bond or otherwise, as permitted by law.

15. **DAMAGE OR DESTRUCTION:** In case of casualty to the demised premises resulting in damage or destruction exceeding FIVE THOUSAND DOLLARS (\$5,000.00) in the aggregate, Lessee will promptly give written notice thereof to Lessor. Lessee shall, at his sole cost and expense, and whether or not the insurance proceeds, if any, shall be sufficient for the purpose, restore, repair, replace, rebuild (including the demolition of a damaged building if necessary) or alter the demised premises, regardless of the amount of damage or destruction, as nearly as possible to its value, condition, and character immediately prior to such damage or destruction. Such restoration, repairs, replacements, rebuilding, demolition or alterations shall be commenced promptly and prosecuted with reasonable diligence.

All insurance money paid to Lessor on account of such damage or destruction, less the actual cost, fees and expenses, if any, incurred in connection with adjustment of the loss, shall be applied by Lessor to the payment of the cost of the aforesaid demolition, restoration, repairs, replacement, rebuilding or alterations, and shall be paid out from time to time as such restoration progresses upon the written request of Lessee which shall be accompanied by the following:

(1) A Certificate signed by Lessee, dated not more than thirty (30) days prior to such request, setting forth the following:

(a) That the sum then requested either has been paid by Lessee, or is justly due to contractors, subcontractors, materialmen, engineers, architects, or other persons who have rendered services or furnished materials for the restoration therein specified, and giving a brief description of such services and materials and the several amounts so paid or due to each of said persons in respect thereof, and stating that no part of such expenditures has been or is being made the basic, in any previous or then pending request, for the withdrawal of insurance money or has been made out of the proceeds of insurance received by Lessee, and that the sum then requested does not exceed the value of the services and materials described in the Certificate.

(b) That except for the amount, if any, stated (pursuant to the subparagraph foregoing (1) (a)) in such certificate to be due for services or materials, there is no outstanding indebtedness known to the persons signing such certificate, after due inquiry, which

is then due for labor, wages, materials, supplies or services in connection with such restoration which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or similar lien upon such restoration or upon the demised premises or any part thereof or upon Lessee's leasehold interest therein.

2. An opinion of counsel or other evidence, reasonably satisfactory to Lessor, to the effect that there had not been filed with respect to the demised premises, or any part thereof or upon Lessee's leasehold interest therein any vendor's, mechanic's, laborer's, materialman's or other lien which has not been discharged of record, except such as will be discharged by payment of the amount then requested.

In the event that any such restoration involves expenditures in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) the certificate required by clause (1) of this numbered paragraph shall be a certificate signed by the architect or engineer in charge of the restoration, who shall be selected by Lessee and who shall be a licensed architect licensed to do business in Dade County.

If the insurance money at the time held by Lessor, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be insufficient to pay the entire cost of such restoration, Lessee will pay the deficiency.

Upon receipt by Lessor of satisfactory evidence of the certificate required by paragraphs (1) and (2) of this Paragraph 15 that the restoration has been completed and paid for in full and that there are no liens of the character referred to therein, any balance of the insurance money at the time held by Lessor shall be paid by Lessee.

All such insurance moneys received by Lessor shall be held by Lessor in a separate bank account as trust funds, until applied as aforesaid.

16. CHANGES AND ALTERATIONS BY LESSEE: Lessee shall have the right at any time and from time to time during the term of this Lease to make, at his sole cost and expense, changes and alterations in any building hereafter erected on the demised premises, provided an "Event of Default," as defined in Paragraph 26 shall not have occurred, subject, however, in all cases to the following:

A. No single structural change or alteration costing more than TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) shall be undertaken except after twenty (20) days' prior written notice to Lessor.

B. No change or alteration which would change the character or the structure or the size of the building or other improvements shall be made in any event without the prior written consent of Lessor, such consent not to be withheld if the change or alteration does not impair the value or usefulness of the building or any part thereof.

C. No change or alteration shall be undertaken until Lessee shall have procured and paid for, so far as the same may be required from time to time, all permits and authorizations of all municipal departments and governmental sub-divisions having jurisdiction.

D. Any structural change or alteration involving an estimated cost of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) or more shall be conducted under the supervision of a licensed architect or engineer licensed in Dade County, selected by Lessee, and no such structural change or alteration shall be made except in accordance with detailed plans and specifications and cost estimates prepared and approved in writing by such architect or engineer and submitted to Lessor.

E. Any change or alteration shall, when completed, be of such a character as not to reduce the value of the demised premises below its value immediately before such change or alteration.

F. Any change or alteration shall be made promptly (unavoidable delays excepted) and in good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, and in accordance with the orders, rules and regulations of the National Board of Fire Underwriters, or any other body or bodies hereafter exercising similar functions.

G. The cost of any such change or alteration shall be paid by Lessee so that the demised premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the demised premises.

H. General liability insurance for the mutual benefit of Lessee and Lessor with limits of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) in the event of bodily injury or death to one person, and not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) in the event of bodily injury or death to any number of persons in any one accident, shall be maintained by Lessee at Lessee's sole cost and expense at all times when any work is in process in connection with any change or alteration. All such insurance shall be in a company or companies satisfactory to the Lessor, and all policies or certificates therefor issued by the respective insurers, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Lessor of such payment shall be delivered to Lessor.

I. If the estimated cost of such structural change or alteration shall be TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) or more, Lessee, at Lessee's sole cost and expense, shall furnish to Lessor a surety company completion bond, issued by a company reasonably acceptable to Lessor, or other securities satisfactory to Lessor, in an amount at least equal to the estimated cost of such change or alteration, guaranteeing the completion thereof within a reasonable time, free and clear of all encumbrances, chattel mortgages, conditional bills of sale, and other charges and in accordance with the plans and specifications approved by Lessor.

17. CONDEMNATION:

A. If, at any time during the term of this Lease, the whole or substantially all of the demised premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement between Lessor, Lessee and those authorized to exercise such right, this Lease and the term hereof, shall terminate and expire on the date of such taking and the net rent, additional rent and other sum or sums of money and other charges herein reserved and provided to be paid by Lessee shall be apportioned and paid to the date of such taking.

B. Except as hereinafter otherwise specifically provided, if less than the whole or less than substantially all of the demised premises shall be taken as aforesaid, this Lease and the term hereof shall continue, without reduction, abatement or effect of any nature whatsoever upon said term or the liability of Lessee to pay in full the additional rent and other sum or sums of money and charges herein reserved and provided to be paid by Lessee, but the annual net rent thereafter payable by Lessee shall be apportioned and reduced as of, and from the date of each such partial taking by an amount equivalent to ten (10%) per cent of the net award or awards (after reasonable fees and expenses of collection) ultimately received and retained by Lessor pursuant to the provisions of subparagraph C of this paragraph, in connection with the partial taking occasioning the particular apportionment and reduction, each such apportionment and reduction to be made only when and as the particular net award to which Lessor is entitled shall ultimately and finally be determined to be due to Lessor.

C. The rights of Lessor and Lessee in and to the net award or awards (after reasonable fees and expenses of collection) upon any such undertakings shall be determined as follows:

(1) In the event of any such taking, partial, whole or substantially all, as the case may be, Lessor shall always be entitled to receive such portion of the award therefor, with the interest thereon, as shall represent compensation for the value of the land included in the demised premises or the part thereof so taken, considered as vacant and unimproved land free and clear of leases as of the date of taking;

(2) Lessee shall be entitled to receive any balance of any such award or awards remaining after Lessor shall be paid as hereinabove in subparagraph (1) of Subparagraph C herein provided, subject, however, to the later provisions of this paragraph.

D. Except as otherwise provided in Paragraph 17 of this Lease, the Lessee shall have no rights arising out of the termination of this Lease pursuant to Subparagraph A of this paragraph. In the event of any taking in this paragraph referred to, the Lessee shall not be entitled to any payment based, inter alia, upon the value of the unexpired term of this Lease or any renewal thereof, consequential damages to the land not so taken, or the diminution of the assemblage or plottage value of the land not so taken.

E. If any new building or buildings or improvements or any replacement thereof shall be damaged or partially destroyed by any such taking of less than all or substantially all thereof, Lessee shall give prompt notice thereof to Lessor and Lessee shall proceed with reasonable diligence to conduct any necessary demolition and to repair, replace or rebuild, at Lessee's own cost and expense, any remaining part of said new building and improvements or of any replacement thereof not so taken so as to constitute such remaining part thereof a complete building in good condition and repair; and Lessee shall hold that portion, if any, of any award which represents consequential damage to said new building and improvements or any replacement thereof, or to the part of said building and improvements or replacements thereof, not so taken, together with the right to receive such portion, and together with any award or awards or

portion of the award or awards received by Lessee under the provisions of Subparagraph C of this paragraph, in trust to apply the same to the cost and expense of such demolition, repairing, replacing and rebuilding, by whomsoever incurred. If the conduct of any demolition or work necessary to repair, replace or rebuild any damage to or destruction of the new building and improvements or any replacement or replacements thereof shall equal or exceed an aggregate cost of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) the same shall be conducted under the supervision of an architect or engineer licensed in Dade County, selected by Lessee, and such work shall be done in accordance with plans and specifications prepared and approved in writing by such architect or engineer and submitted to Lessor.

F. If the temporary use of the whole or any part of the demised premises shall be taken at any time during the term of this Lease for any public or quasi-public purpose by any lawful power or authority, by the exercise of the right of condemnation or eminent domain, or by agreement between Lessee and those authorized to exercise such right, the term of this Lease shall not be reduced or affected in any way, and Lessee shall continue to pay in full the net rent, additional rent and other sums of money and charges herein reserved and provided to be paid by Lessee, and, if possession of the demised premises shall revert to Lessee prior to the expiration of the term of this Lease, Lessee shall, at its sole expense, restore the demised premises to its condition prior to the taking, and in all other respects indemnify and save harmless Lessor from the effects of such taking so that the demised premises in every respect shall, upon completion of such restoration, be the same as though no such taking had occurred. All questions with respect to the disposition of any lump sum payments made by any body having powers of eminent domain shall be determined by and appropriate court having jurisdiction thereof.

It is understood that the demised premises is and will be subject to existing and municipal set-back requirements, and it is agreed that the appropriation by the City of North Miami Beach, Florida, or by any other governmental agency for street or highway purposes of portions of the demised premises included in such set-back zones, shall not affect the rent required to be paid by the Lessee hereunder.

18. MORTGAGES, ASSIGNMENTS AND SUB-LEASES:

A. Lessee shall not mortgage, hypothecate, pledge, or assign the Lease or sublet all or any portion of the demised premises except as hereinafter specifically permitted.

B. The Lessee may assign his interest in and to this Lease by partial assignments thereof only to the owners of apartments in EASTERN SHORES WHITE HOUSE, a Condominium, or to EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation. Partial assignments of this Lease from time to time thereafter shall be permitted provided, however, that at the time of such assignment the current lessee holding title to a partial assignment of this Lease shall not be in default in any of the covenants, agreements, contracts, and provisions herein contained to be kept, observed and performed by the Lessee, and shall have paid all impositions of every kind which shall have accrued under this Lease at the date of any such assignment; provided, also, that any such assignment shall be subject to all of the terms and conditions of the Declaration of Condominium and Exhibits thereto of EASTERN SHORES WHITE HOUSE, a Condominium, and further provided that such assignment by the Lessee, shall be bona fide and shall be evidenced by an instrument in writing duly executed under seal and acknowledged by the assignee and within ten (10) days after the execution thereof, duly recorded in the office of the Clerk of the Circuit Court of Dade County, Florida, wherein and whereby such assignee of Lessee shall expressly accept and assume all of the terms, agreements, provisions, and conditions in this Lease contained to be kept, observed, and performed by any Lessee, and a copy of said assignment shall be delivered to the Lessor. Any attempted assignment of a partial interest in this Lease by any Lessee without complying with the terms and conditions of this Paragraph 18 shall be null and void. Any assignment of a partial interest in this Lease by any Lessee which complies with the terms and conditions of this Paragraph 18, in the manner herein prescribed, shall operate to personally release the assignor for any default under the terms of this Lease occurring subsequent to the date of such assignment. Upon the partial assignment of this Lease by the Lessee herein to the owners of individual apartments in EASTERN SHORES WHITE HOUSE, a Condominium, and to EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation, in the manner herein prescribed, the liability of the Lessee, MILTON F. STEINHARDT, for the performance of the terms, conditions, and covenants of this Lease shall thereupon cease and terminate and the Lessor shall be entitled to no claim or cause of action of any nature whatsoever against the said MILTON F. STEINHARDT for any default under the terms of this Lease occurring subsequent to the date of such assignment.

The Lessee, or any assignee of a partial assignment of this Lease, shall have the right to mortgage his leasehold interest with an institutional mortgagee, as defined in the Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium. Special provisions

in favor of any institutional mortgagee relating to the abatement of rentals owed by any condominium apartment unit while owned by an institutional mortgagee, are contained in Paragraph 26 K of this Lease. No other mortgages may be executed by the Lessee, or by any assignee of a partial assignment of this Lease, without the written consent of the Lessor.

The above provision permitting an assignee of a partial assignment of this Lease to mortgage said assignee's partial leasehold interest shall not be construed as subordinating the fee simple title of the Lessor herein to the lien of any such institutional mortgage. Should the Lessor subordinate its fee simple to the lien of any such institutional mortgage by a separate instrument, it is agreed between Lessor herein and the Lessee herein, that the Lessor shall have the right to cure any default on the part of said assignee of a partial leasehold interest in connection with any institutional mortgage and in this event said default on the part of the said assignee of a partial interest in this Lease shall be considered an automatic default in the terms and conditions of this Lease and no notice shall be required to be given by the Lessor to said assignee of a partial interest in this Lease. The curing of said default by the Lessor shall not be construed as a waiver by the Lessor of any of its rights under this Lease.

C. The Lessee, or his assigns, agrees at any time and from time to time, upon not less than twenty (20) days' prior written request by the Lessor to forthwith execute, acknowledge, and deliver to the Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), and the dates to which the net rent and other charges have been paid in advance, if any, and whether or not there is any existing default by the Lessee and (with respect to Lessor's certification) known to the Lessor or notice of default served by the Lessor, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the fee simple title or a mortgagee or assignee of any mortgage upon the fee of the demised premises. A copy of such statement shall be delivered to the holder of any mortgage.

D. Nothing in this Lease contained shall prevent the Lessor from at any time conveying by deed or encumbering by way of mortgage its fee title to the demised premises; such deed or mortgage or mortgages, however, shall be in all respects subject and subordinate to this Lease.

19. INDEMNIFICATION AGAINST CLAIMS: The Lessee shall indemnify and save harmless the Lessor from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this Lease, for any personal injury, loss of life, and/or damages to property sustained in, or about the demised premises, and from and against all costs, counsel fees, expenses, and liabilities incurred in or about any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein.

Any and/or all of the assignees of the partial assignments of this Lease shall, jointly and severally, indemnify and shall save harmless the Lessee from and against all claims, suits, actions, damages and/or causes of action arising during the term of this Lease, for any personal injury, loss of life, and/or damages to property sustained in, or about the demised premises, and from and against all costs, counsel fees, expenses, and liabilities incurred in or about any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein.

20. INDEMNIFICATION AGAINST COSTS AND CHARGES: In the event the Lessor is compelled to incur any expense in collecting any sum of money due under this Lease for rent or otherwise or, in the event suit shall be brought by the Lessor for the purpose of compelling the payment of any other sum which should be paid by the Lessee under the terms hereof, or for the purpose of enforcing performance by the Lessee of any of the several agreements, conditions, and covenants contained herein, the Lessee covenants and agrees to pay to the Lessor all expenses and costs of litigation, including a reasonable attorney's fee for the Lessor's attorney. Any sums due under the terms and provisions of this paragraph may be properly taxed by a court of competent jurisdiction against the Lessee. Any sum due under the terms and provisions of this paragraph shall constitute a lien against the interest of the Lessee in the premises, and his property thereon, to the same extent and on the same conditions as delinquent rent would constitute a lien upon said premises and property.

In the event the Lessor and/or Lessee are compelled to incur any expense in collecting any sum of money due under this Lease for rent or otherwise or, in the event suit shall be brought by the Lessor and/or Lessee for the purpose of compelling the payment of any other sum which should be paid by the assignees of the partial assignments of this Lease under the terms hereof, or for the purpose of enforcing performance by the assignees of the partial assignments

of this Lease of any of the several agreements, conditions, and covenants contained herein, the assignees of the partial assignments of this Lease jointly and severally covenant and agree to pay to the Lessor and/or Lessee all expenses and costs of litigation including a reasonable attorney's fee for the Lessor and/or Lessee's attorney. Any sums due under the terms and provisions of this paragraph may be properly taxed by a court of competent jurisdiction against the assignees of the partial assignments of this Lease jointly and severally. Any sum due under the terms and provisions of this paragraph shall constitute a lien against the interest of the assignees of the partial assignments of this Lease jointly and severally in the premises, and their property thereon, to the same extent and on the same conditions as delinquent rent would constitute a lien upon said premises and property.

21. ACCEPTANCE OF PREMISES: It is further covenanted and agreed that the Lessee, in acquiring this Lease, has done so as the result of a personal inspection of the premises by Lessee or Lessee's duly authorized representative, and that no oral representations of any kind or nature whatsoever have been made by the Lessor, and that only the terms of this Lease are to be binding upon the Lessor and the Lessee.

22. WAIVER: It is covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same covenants.

23. INTEREST: All sums of money required to be paid by the Lessee to the Lessor or by the assignees of the partial assignments of this Lease to the Lessor and/or Lessee shall bear interest from due date, or maturity thereof, at the rate of ten (10%) per cent per annum until paid, which interest shall be due and payable to the Lessor and/or Lessee upon written demand.

24. BANKRUPTCY OF LESSEE: Should the Lessee at any time during the term of this Lease, directly or indirectly suffer or permit an involuntary or voluntary petition of bankruptcy to be filed against him or in any manner invoke the aid of the bankruptcy court in whatever form, or to make an assignment for the benefit of his creditors, or should a receiver or trustee be appointed for the Lessee's property, or should any order of any court of competent jurisdiction be entered continuing the Lessee in possession of the leased property, or should the Lessee's leasehold interest be levied upon the lien thereof not discharged within thirty (30) days after said levy has been made, or should the Lessee fail to promptly pay when due all taxes of whatever kind required to be paid to the state or federal governments or any subdivision thereof, then and upon the happening of either or any of the aforesaid events, the Lessor shall have the right, at its election, to consider the same a material default on the part of the Lessee of the terms and provisions hereof, and, in the event such default is not cured by the Lessee within a period of thirty (30) days from the date of the giving by the Lessor of written notice to the Lessee of the existence of such default, the Lessor shall have the option of declaring this Lease terminated and the interest of the Lessee forfeited, or the Lessor may exercise any other options herein conferred upon it. The pendency of proceedings to which the Lessee shall be a party shall not preclude the Lessor from exercising the option herein conferred upon it. In the event the Lessee, or the trustee or receiver of the Lessee's property, shall seek an injunction against the Lessor's exercise of the option herein conferred, such action on the part of the Lessee, or his trustee or receiver, shall automatically terminate this Lease as of the date of the making of such application. In the event the court shall enjoin the Lessor from exercising the option herein conferred upon it, such injunction shall automatically terminate this Lease as of the date of the making of such application. Upon the termination of the Lease at the Lessor's option, and/or as herein otherwise provided, it shall become the mandatory duty of the court, as a matter of law, to require the redelivery of the entire leased premises and all of the Lessee's property thereon situated, in a summary proceeding to the Lessor, upon mere motion or petition of the Lessor. All revenues derived or accruing from the leased premises subsequent to the date of the termination of said Lease shall constitute the property of the Lessor, and the same is hereby declared to be a trust fund and shall not constitute any asset of the Lessee or any trustee or receiver appointed for the Lessee's property.

25. STATUTORY REMEDIES: Lessee recognizes the validity and applicability of the summary remedies provided by the Statutes of the State of Florida for the protection of landlord's rights.

The Lessee recognizes that, by virtue of the decisional law of the State of Florida, Sections 83.06, 83.05 and 83.08, Florida Statutes, 1953, are treated and considered as being a part of this indenture.

It is not the intention of the parties to shorten any of the periods of notice required in this Lease by adopting the foregoing provisions.

26. DEFAULT: It is covenanted and agreed by and between the parties hereto that in the event at any time of a default in the terms of this Lease upon the part of the Lessee for the

periods hereinafter set forth, then and in that event it shall and may be lawful for the Lessor, at its election, to declare said demised term ended and to re-enter into said demised premises and the building or buildings and improvements situated thereon or any part thereof, either with or without choses of law, the Lessee hereby waiving any demand for possession of the said demised premises and any and all buildings and improvements located thereon:

A. Should the Lessor ever subordinate its fee simple title to the lien of any mortgage, a default upon the part of the Lessee for a period of fifteen days (15) in making any payment due or any note or mortgage to which Lessor has subordinated its fee simple title without any notice to the Lessee being required.

B. A default on the part of the Lessee for a period of thirty (30) days in making any payment of rental due under this Lease, without any notice to the Lessee being required.

C. Any default on the part of the Lessee to pay any taxes or special assessment herein provided for within sixty (60) days prior to the time when the same becomes delinquent, or in case of a sale or forfeiture of the said demised premises or any part thereof during the said demised term for the nonpayment of any tax, or special assessment without any notice to the Lessee being required.

D. In case the Lessee fails to keep insurance on any building or buildings or improvements which may ever hereafter be upon the said premises as herein provided for, or fails to pay the premium for the same, or fails to spend the insurance money as herein provided for, or fails to rebuild as herein provided for, or if he shall fail to keep the premises in good order or repair in the manner herein provided for, or if he shall fail to perform or become in default in any of the other covenants of this Lease by him to be kept or performed. (except those provided for in Paragraph 5 A of this Lease, or as set forth above) and any of such failures or defaults shall be continued for thirty (30) days after notice thereof in writing by the Lessor to the Lessee specifying the default complained of.

E. During any of the above periods, if the Lessee cures the default, the Lease shall be deemed restored in good standing.

The Lessee further covenants and agrees that upon the termination of the said demised term at such election of the said Lessor, or in any other way, the Lessee will surrender and deliver up said premises and the improvements and buildings situated therein (without compensation to the Lessee for improvements or buildings) peaceably to the Lessor, its agents or attorneys, immediately upon the termination of said demised term.

F. Upon the expiration or termination of this Lease, Lessee shall quit and peacefully surrender the demised premises to Lessor, and Lessor, upon or at any time after any expiration or termination, may without further notice, enter upon and re-enter the demised premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess Lessee and remove Lessee and all other persons and property from the demised premises, and may have, hold, and enjoy the demised premises and the right to receive all rental income of and from the same.

G. At any time or from time to time after any such expiration or termination, Lessor may relet the demised premises or any part thereof, in the name of Lessor or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions (which may include concessions or free rent) as Lessor, in its uncontrolled discretion may determine and may collect and receive the rents therefor. Lessor shall in no way be responsible, or liable for any failure to relet the demised premises or any part thereof, or for any failure to collect any rent due upon any such reletting.

H. No such expiration or termination of this Lease shall relieve the Lessee of his liability and obligations under this Lease, and such liability and obligations shall survive any such expiration or termination. In the event of any such expiration or termination, whether or not the demised premises or any part thereof shall have been relet, Lessee shall pay to the Lessor the net rent and all other charges required to be paid by Lessee up to the time of such expiration or termination of this Lease, and thereafter Lessee, until the end of what would have been the term of this Lease in the absence of such expiration or termination, shall be liable to Lessor for, and shall pay to Lessor, as and for liquidated and agreed current damages for Lessee's default:

(1) The equivalent of the amount of the net rent and the other rent and charges which would be payable under this Lease by Lessee if this Lease were still in effect, less

(2) The net proceeds of any reletting effected pursuant to the provisions of Subparagraph G hereof, after deducting all Lessor's expenses in connection with such reletting,

including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorneys' fees, alteration costs and expenses of preparation for such reletting. Lessee shall pay such current damages (herein called "deficiency") to Lessor annually on the days on which the net rent would have been payable under this Lease if this Lease were still in effect, and Lessor shall be entitled to recover from Lessee such annual deficiency as the same shall arise.

I. Each right and remedy of Lessor provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

J. The Lessee pledges with and assigns unto the Lessor all of the rent, issues, and profits which might otherwise accrue to the Lessee for the use, enjoyment and operation of the demised premises and in connection with such pledging of the rents, the Lessee covenants and agrees with the Lessor that if the Lessor, upon default of the Lessee, elects to file suit in chancery to enforce the Lease and protect the Lessor's right hereunder, then the Lessor may, as ancillary to said suit, apply to any court having jurisdiction thereof for the appointment of a receiver of all and singular the demised premises, the improvements and buildings located thereon; and thereupon, he is expressly covenanted and agreed that the court shall forthwith appoint a receiver with the usual powers and duties of receivers in like cases, and such appointment shall be made by such court as a matter of strict right to the Lessor and without reference to the adequacy or inadequacy of the value of the property which is subject to the Lessor's lien or to the solvency or insolvency of the Lessee, and without reference to the commission of waste.

K. THE LESSEE IS IN THE PROCESS OF DEVELOPING A CONDOMINIUM APARTMENT PROJECT, KNOWN AS EASTERN SHORES WHITE HOUSE, A CONDOMINIUM, ON THE DEMISED PREMISES, AND THE LESSEE WILL CONSTRUCT ON SAID LANDS ONE (1) APARTMENT BUILDING AND OTHER IMPROVEMENTS CONTAINING ONE HUNDRED NINETEEN (119) RESIDENTIAL APARTMENTS UNITS, WHICH LAND, BUILDINGS AND IMPROVEMENTS WILL BE DEDICATED AND SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP UNDER THE CONDOMINIUM ACT, AS AMENDED, AND THE LEASEHOLD TITLE TO ALL ONE HUNDRED NINETEEN (119) OF THE INDIVIDUAL CONDOMINIUM APARTMENT UNITS, WITH ALL APPURTENANCES THERETO WILL VEST IN THE LESSEE, TOGETHER WITH THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON.

THE DEMISED PREMISES AND THE BUILDINGS AND IMPROVEMENTS TO BE CONSTRUCTED THEREON ARE FOR THE USE AND BENEFIT OF THE OWNERS OF THE INDIVIDUAL CONDOMINIUM APARTMENT UNITS HEREINABOVE DESCRIBED. THE LESSEE HEREIN, AS THE LEASEHOLD OWNER OF ALL OF SAID UNITS, WILL ULTIMATELY TRANSFER THE SAME TO THIRD PERSONS FOR THEIR INDIVIDUAL USE.

IT IS THEREFORE, AGREED BETWEEN THE LESSOR AND THE LESSEE THAT THE PAYMENT OF RENTALS AND OTHER CHARGES IMPOSED UPON THE LESSEE OR HIS ASSIGNS BY THE TERMS OF THIS LEASE, AS WELL AS THE PERFORMANCE OF ALL OTHER TERMS AND CONDITIONS OF THIS LEASE, SHALL BE FURTHER SECURED BY A LIEN IN FAVOR OF THE LESSOR UPON ALL OF THE INDIVIDUAL CONDOMINIUM APARTMENT UNITS, COMMON ELEMENTS, COMMON ELEMENTS IN COMMON WITH OTHER CONDOMINIUMS, INCLUDING THEIR LEASEHOLD INTEREST IN THE LAND, IMPROVEMENTS, AND BUILDINGS NOW OWNED BY THE LESSEE. SAID LIEN SHALL BE PERFECTED AGAINST THE AFORESAID CONDOMINIUM PARCEL (APARTMENT UNIT) WHEN A NOTICE CLAIMING SAID LIEN HAS BEEN RECORDED BY THE LESSOR, OR ITS ASSIGNS, IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, WHICH CLAIM OF LIEN SHALL NOT BE RECORDED UNTIL THE PAYMENT IS PAST DUE FOR AT LEAST TEN (10) DAYS, AND WHICH LIEN SHALL BE EFFECTIVE AS AGAINST THE OWNER OF SAID CONDOMINIUM PARCEL (APARTMENT UNIT) AND ALL PARTIES HAVING KNOWLEDGE THEREOF, ACTUAL OR CONSTRUCTIVE, BY VIRTUE OF THE RECORDATION OF SAID LIEN. SAID LIEN SHALL AT ALL TIMES BE A PARAMOUNT AND SUPERIOR LIEN OVER ALL OTHER LIENS OF ANY NATURE WHATSOEVER EXCEPT THE LIEN OF ANY INSTITUTIONAL FIRST MORTGAGE OF AN INDIVIDUAL CONDOMINIUM APARTMENT UNIT. AN INSTITUTIONAL FIRST MORTGAGE LIEN IS HEREBY DEFINED AS ANY SUCH MORTGAGE HELD BY A BANK, FEDERAL SAVINGS AND LOAN ASSOCIATION, A MASSACHUSETTS BUSINESS TRUST, OR AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA, AND NO OTHER MORTGAGE OR LIEN SHALL BE SUPERIOR TO THE LIEN OF THE LESSOR HEREIN AGAINST SAID CONDOMINIUM APARTMENT UNITS AND APPURTENANCES THERETO. Should the holder of any institutional mortgage lien acquire, by foreclosure or by deed, the leasehold title to any of said individual condominium apartment units, any accrued rentals due, as provided for under this lease, from any such apartment unit shall be cancelled, and all rental payable by such apartment unit during said period of ownership by said institutional mortgagee shall abate, and the rentals due the Lessor herein shall be proportionately reduced by that portion of the rentals allocable to the apartment acquired by said institutional mortgagee, and during the period of ownership of the leasehold interest in and to said apartment unit by the holder of said institutional mortgage, the lien granted the Lessor shall be inferior and

subordinate to the title of said institutional mortgagee, provided, however, that upon transfer of said title or sublease by said lending institution to any third party, or to EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation, said rentals shall be reinstated at their full amount, and shall be due and payable by the owner or sublessee of said condominium apartment unit to EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation, and in turn by EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation, to the Lessor herein, provided, however, that said transferee shall not be liable for any rentals due the Lessor prior to the date of said transfer or sublease.

The abatement of rentals as hereinabove set forth in favor of any institutional mortgagee shall not in any way be construed as subordinating the fee simple title owned by the Lessor or the Lessor's interest in this leasehold.

The abatement of rentals and the lien securing same as hereinabove set forth in favor of any institutional mortgagee shall always survive foreclosures, and shall continue in full force and effect as applied to purchasers other than the foreclosing mortgagee acquiring title as a result of foreclosure, and to purchasers acquiring title from any foreclosing mortgagee.

The lien herein created by the Lessee as the owner of the leasehold interest in and to all of the individual condominium apartment units and appurtenances thereto in EASTERN SHORES WHITE HOUSE, a Condominium, shall be enforceable by the Lessor and/or Lessee against all of the individual condominium apartments and appurtenances thereto in EASTERN SHORES WHITE HOUSE, a Condominium, in the same manner as mortgages are foreclosed in the State of Florida, and the Lessor and/or Lessee herein shall be entitled to the enforcement in said proceedings of any sums due under this Lease, plus interest thereon, as provided in this Lease, together with any costs incurred by it, and a reasonable attorney's fee for enforcing said lien. Lessor and/or Lessee agrees that the lien herein created against all of said apartments will only be enforced by Lessor and/or Lessee against any owner or owners who shall fail to pay their share of the rentals or other costs provided for by this Lease to the Lessor. The remedy herein granted to the Lessor and/or Lessee shall not be exclusive of any other remedy elsewhere provided in this Lease.

27. ACCELERATION: If the Lessee should fail to pay any of the sums of money herein required to be paid by the Lessee to the Lessor, or the Lessee or his assigns should fail to make any payment on any mortgage or note to which the Lessor has subordinated its fee simple title, and any of the foregoing shall remain unpaid for a period of thirty (30) days from the date of the Lessee's default in paying the same, then the Lessor shall have the additional option and privilege, as follows:

A. To accelerate the maturity of the rent installments for the balance of the term. This option shall be exercised by an instrument in writing signed by the Lessor, or its agent, and transmitted to the Lessee notifying him of the intention of the Lessor to declare all unmatured rental installments as presently due and payable.

B. In lieu of Option A, the Lessor may, in like manner, declare as presently due and payable the unpaid rent installments for such period of years as may be fixed in the Lessor's notice to the Lessee. The exercise of this option shall not be construed as a splitting of a cause of action, nor shall not be construed as altering or affecting the obligations of the Lessee to pay rent under the terms of the Lease for the period unaffected by said notice.

C. In addition to the options granted in A and B above, the Lessor may exercise any or all other options available to it hereunder, which options may be exercised concurrently or separately with the exercise of Options A or B of this Paragraph 27.

28. NOTICES: All notices required by law and this Lease to be given by one party to the other shall be in writing and the same may be served as follows:

A. By Mail. The parties have at the foot hereof affixed their specific addresses. Said notices shall be sent by Certified Mail, Return Receipt Requested, to the other party at their respective address.

29. DEVALUATION: In the event that the United States Dollar should ever be officially devalued by the United States Government or replaced by a regular specie of a lesser value, then and in that event the rental to be paid by the Lessee to the Lessor or any purchase price to be paid to the Lessor by the Lessee shall be increased in proportion to said devaluation so that the rental to be paid to the Lessor or the purchase price of the property covered by this Lease to be paid to the Lessor, shall be the same in terms of actual value as the United States Dollar was on March 2, 1970.

30. GENDER: It is understood and agreed by and between the parties that the use herein of the plural shall include the singular, and the use of the singular shall include the plural; and the use of the masculine gender shall include all genders; and the use of the neuter gender shall include all genders; the use of the words "Lessor" and "Lessee" shall include their heirs, executors, representatives, successors, grantees, and assigns.

31. DESIGNATION OF AGENT: The lessee herein hereby irrevocably designates EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation, as his agent for the purpose of performing on behalf of the Lessee herein and any and all assignees of the Lessee, the terms and conditions proficed for in this Lease. Any future assignee of a partial assignment of this Lease, by the acceptance of said assignment, shall be deemed to have irrevocably designated said EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., as agent, for the purpose of performing on behalf of said assignee as a Lessee, and all other Lessees, the terms and conditions provided for in this Lease.

It is agreed and understood that the Lessee herein and each and every assignee of a partial assignment of this Lease shall be obliged to pay the rental provided for in this Lease for every three (3) month period of time in advance, together with their share of all the costs, expenses, maintenance, insurance, taxes, costs and expenses of Manager's apartment, which will be incurred in connection with the operation, maintenance and use of the real property and improvements described in this Lease. The Lessee herein and each and every assignee of a partial assignment of this Lease shall make said three (3) month advanced payments to EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., as their agent. Said EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., shall, in turn, pay the rentals payable pursuant to the terms of this Lease, and pay all of the other costs required to be paid pursuant to the terms of this Lease, on behalf of the Lessee herein and on behalf of any assignee of a partial assignment from the Lessee, including any portion of said rentals or costs which are attributable to the manager's apartment in EASTERN SHORES WHITE HOUSE, a Condominium, to the Lessor.

EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., shall be responsible for making said payments from funds received from the Lessee, or from the assignees of partial assignments of this Lease, provided, however, EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., shall make all rental payments and pay all other expenses from the Lessee or assignees of partial assignments of this Lease who have, in fact, paid their shares of said rentals or expenses to EASTERN SHORES WHITE HOUSE ASSOCIATION, INC.

32. OWNERSHIP OF BUILDING AND IMPROVEMENTS: It is agreed by and between the Lessor and the Lessee that the title to the buildings and other improvements located upon the demised premises is owned by the Lessee, and that the Lessee will convey the title to said buildings and improvements by deeds conveying undivided interests in the same to the purchasers of individual apartments in EASTERN SHORES WHITE HOUSE, a Condominium.

It is further agreed between the Lessor and the Lessee that upon the termination of this Lease, either by expiration of the term of this Lease, or by reason of default, the title to said buildings and improvements then located upon the demised premises shall vest in the Lessor.

33. The Lessee intends to complete construction within the next year of a recreation room pool (including pool equipment room), shuffle board courts, a parking area and driveways and walkways on the demised premises as hereinabove set forth. Nothing herein shall be construed as obligating the Lessee to construct the said improvements and the Lessee shall have no liability to the Lessor and/or to the owners of the one hundred nineteen (119) individual apartment units in said EASTERN SHORES WHITE HOUSE, a Condominium, in the event that the said improvements are not completed. It is understood and agreed by and between the Lessor, Lessee and future owners of the one hundred nineteen (119) individual apartment units that the rental amounts specified in the within Lease are in no way affected by the noncompletion of the recreation room, pool (including pool equipment room), shuffle board courts, parking area, and driveways and walkways.

The Lessee may construct one or more apartment buildings and other improvements containing a maximum of two hundred eight (208) residential apartment units, which land, building, and improvements may be dedicated and submitted to the condominium form of ownership under the Condominium Act, Chapter 63-35, Laws of Florida, 1963, as amended on the following described land, situate, lying, and being in Dade County, Florida to-wit:

THE EAST 1/2 OF LOT 10, ALL OF LOTS 11, 12, 13, 14, 25, 26 AND 27
EASTERN SHORES 2ND ADDITION ACCORDING TO THE PLAT THEREOF AS RE-
CORDED IN PLAT BOOK 65 AT PAGE 43 PUBLIC RECORDS OF DADE COUNTY,
FLORIDA

That the recreation room, pool (including pool equipment room), shuffle board courts, parking areas, and driveways, and walkways which are a part of the improvements under this Lease

shall be shared equally with the one or more additional condominium buildings and/or apartment buildings if and when they are established on the land described in this Article. Therefore, if and when the one or more additional condominium buildings and/or apartment buildings are established, the interest of this condominium building shall be equal; provided, however, the interest of the proposed new condominium buildings and/or apartment buildings shall commence and continue only so long as the new proposed condominium buildings and/or apartment buildings shall share common expenses of the common elements in common with each other, for the recreation room, shuffle board courts, pool (including pool equipment room), parking area, and driveways and walkways. The Lessee and his successors and assigns of the one or more proposed new condominium buildings and/or apartment buildings if and when they are established, shall have easements of ingress and egress in and to the recreation room, pool (including pool equipment room), shuffle board courts, parking area, driveways and walkways.

34. COVENANTS TO BIND SUCCESSORS AND ASSIGNS: The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the Lessors, its successors and assigns, and the Lessee and his respective heirs and assigns, and all persons claiming by, through and under the Lessor and the Lessee, and the same shall be construed as covenants running with the land during the term of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and have caused the Lease to be executed on by them, the day and year first above written.

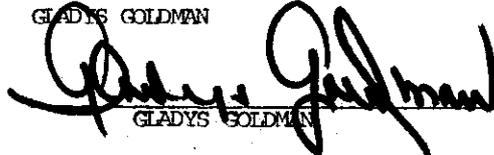
LESSOR

Witnesses as to Lessor:





GLADYS GOLDMAN

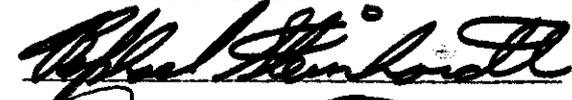


GLADYS GOLDMAN (SEAL)

Address: 1896 79th Street Causeway
North Bay Village, Florida 33141

LESSEE

Witnesses as to Lessee





MILTON F. STEINHARDT



MILTON F. STEINHARDT (SEAL)

Address: 1896 79th Street Causeway
North Bay Village, Florida 33141

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY, that on this day in the next above named State and County, before me, an officer duly authorized and acting, personally appeared GLADYS GOLDMAN, to me known to be the person who signed the foregoing Lease as Trustee, as Lessor, and acknowledged the execution thereof to be her free act and deed for the uses and purposes therein mentioned.

IN WITNESS THEREOF, I hereunto set my hand and official seal in the County and State last aforesaid, this 2nd day of March, 1970.



NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at large
My Commission Expires Aug. 22, 1973
Bonded By American Fire & Casualty Co.

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY, that on this day in the next above named State and County, before me, an officer duly authorized and acting, personally appeared MILTON F. STEINHARDT, to me known to be the person who signed the foregoing Lease as Lessee and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State last aforesaid, this 2nd day of March, 1970.



NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 22, 1973
Bonded By American Fire & Casualty Co.

CONDOMINIUM ASSIGNMENT

THIS ASSIGNMENT, made and entered into this day of 197
by and between MILTON F. STEINHARDT, hereinafter referred to as "Assignor," and
hereinafter referred to as "Assignees,"

WHEREAS, the Assignor is the Lessee under a 99-year Lease entered into with
GLADYS GOLDMAN, as Trustee, as Lessor, as to the following described property
situate, lying, and being in Dade County, Florida, to-wit:

LOTS 4, 5, 6, 7, 8, 9, THE WEST 1/2 OF LOT 10, ALL
OF LOTS 28 AND 29 EASTERN SHORES 2ND ADDITION ACCORD-
ING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 65
AT PAGE 43 PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

and,

WHEREAS, said Lease permits the partial assignment of interest therein, and

WHEREAS, the Assignor desires to assign to the Assignees and the Assignees
desire to accept an assignment from the Assignor of an undivided interest in and
to said Lease,

NOW, THEREFORE, in consideration of the mutual covenants and agreements as
hereinafter set forth and the sum of TEN DOLLARS (\$10.00) in hand paid by the As-
signees to the Assignor, receipt whereof is hereby acknowledged by the Assignor,
the parties agree as follows:

1. The Assignor does hereby assign, transfer, and set over unto the As-
signees all of his right and title in and to his leasehold interest in and to con-
dominium unit No. together with a % interest in and to the common ele-
ments, in EASTERN SHORES WHITE HOUSE, a Condominium, dated March 15, 1971, as re-
corded in Official Records Book Page Public Records of Dade County,
Florida, together with all appurtenances appertaining thereto, subject to the fol-
lowing:

A. Any and all easements, restrictions, reservations, and limitations
of record.

B. Any and all taxes or assessments levied subsequent to December 31,
1970.

C. Governmental zoning and building ordinances or regulations.

D. All of the terms and conditions of the Declaration of Condominium
of EASTERN SHORES WHITE HOUSE, a Condominium, together with all of the Exhibits
attached thereto and made a part thereof.

E. The terms and conditions of the 99-year Lease between GLADYS
GOLDMAN, as Trustee, as Lessor, and MILTON F. STEINHARDT, as Lessee.

F. Subject to all the rights vested in other partial assignments of
apartments and undivided interests in and to the common elements in EASTERN SHORES
WHITE HOUSE, a Condominium.

2. The Assignees, as part of the consideration for this Assignment, agree
to assume and be bound by all of the terms and conditions of the Lease herein as-
signed, and to pay the rentals required in said 99-year Lease, to the extent that
the same are the obligation of the Assignees.

3. THE ASSIGNEES ACKNOWLEDGE THAT A COPY OF THE LEASE HEREIN PARTIALLY
ASSIGNED TO THEM HAS BEEN PROVIDED TO THEM BY THE ASSIGNOR, AND THAT THEY HAVE
READ AND UNDERSTAND THE SAME.

ASSIGNEES FURTHER ACKNOWLEDGE THAT THE LEASE PARTIALLY ASSIGNED HEREIN RE-
QUIRES THEM TO PAY A MONTHLY RENTAL TO THE LESSOR UNDER SAID LEASE, WHICH RENTAL
IS SUBJECT TO A POSSIBLE INCREASE BY REASON OF ANY INCREASE IN THE COST OF LIVING,
AND THAT SAID LEASE FURTHER REQUIRES THE ASSIGNEES TO PAY THEIR PROPORTIONATE

EXHIBIT G

SHARE OF THE COST OF MAINTENANCE, OPERATIONS, TAXES, AND OTHER COSTS, IN PROPORTION TO THE EQUITY IN EASTERN SHORES WHITE HOUSE, A CONDOMINIUM, ASSIGNED TO ASSIGNEES' APARTMENT THEREIN.

ASSIGNEES FURTHER ACKNOWLEDGE THAT SAID LEASE CREATES A LIEN IN FAVOR OF THE LESSOR OF SAID LEASE SECURING THE PAYMENT OF RENTALS PAYABLE BY THE ASSIGNEES TO SAID LESSOR, WHICH LIEN PROVIDES FOR ATTORNEY'S FEES TO LESSOR IN THE EVENT OF DEFAULT BY THE ASSIGNEES.

4. The Assignees' partial interest in said Lease herein assigned to the Assignees may not be assigned, transferred, or mortgaged to any third person or legal entity except as authorized under the terms and conditions of the Declaration of Condominium of EASTERN SHORES WHITE HOUSE, Condominium.

5. The original Lease referred to herein of which this is a partial assignment, is dated the 2nd day of March, 1970, between GLADYS GOLDMAN, as Trustee, as Lessor, and MILTON F. STEINHARDT, as Lessee, and was recorded in Official Records Book Page Public Records of Dade County, Florida.

6. THE ASSIGNEES ACKNOWLEDGE THAT A COPY OF THE DECLARATION OF CONDOMINIUM OF EASTERN SHORES WHITE HOUSE, A CONDOMINIUM, TOGETHER WITH ALL EXHIBITS ATTACHED THERETO AND MADE A PART THEREOF, HAS BEEN PROVIDED TO THEM BY THE ASSIGNOR AND THAT THEY HAVE READ AND UNDERSTAND THE SAME AND AGREE TO ASSUME AND BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE SAID DECLARATION OF CONDOMINIUM OF EASTERN SHORES WHITE HOUSE, A CONDOMINIUM, AND ALL OF THE EXHIBITS ATTACHED THERETO AND MADE A PART THEREOF.

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

WITNESSES:

_____	_____ (SEAL)
AS TO ASSIGNOR	MILTON F. STEINHARDT ASSIGNOR
_____	_____ (SEAL)
AS TO ASSIGNEES	ASSIGNEES (SEAL)

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared MILTON F. STEINHARDT, Assignor, and

Assignees, to me known to be the persons described in and who executed the foregoing Condominium Assignment, and that they severally acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed, and that said Assignees, agree to be bound by the said 99-year Lease and Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium, and all exhibits incorporated therein by reference.

WITNESS my hand and official seal in the County and State last aforesaid
this day of 197

NOTARY PUBLIC

My Commission Expires:

State of Florida

Department of State



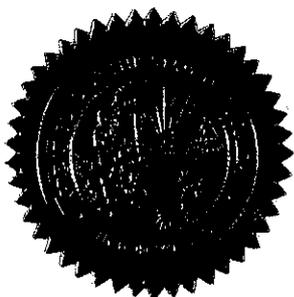
I, Richard (Dick) Stone, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

EASTERN SHORES WHITE HOUSE INTERCON, INC.

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 5th day of March,
A.D., 1971, as shown by the records of this office.

Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 5th day of March,
A.D. 1971.



Richard (Dick) Stone

Secretary of State

ARTICLES OF INCORPORATION

OF

EASTERN SHORES WHITE HOUSE INTERCON, INC.

a non-profit Florida corporation

ARTICLE I

NAME

The name of the corporation shall be

EASTERN SHORES WHITE HOUSE INTERCON, INC.,
a non-profit Florida corporation.

The place of business shall be 3660 N.E. 166th Street, North Miami Beach, Florida.

ARTICLE II

PURPOSE

The purpose for which the Corporation is organized to maintain or operate without any interest in real property certain improvements, to-wit:

- A. Pool (including pool equipment room),
- B. Shuffle Board Courts,
- C. Recreation Room,
- D. Driveways and Walkways,
- E. Parking Area,

which are designated as COMMON ELEMENTS IN COMMON WITH OTHER CONDOMINIUMS in a proposed Declaration of Condominium Ownership of EASTERN SHORES WHITE HOUSE, a Condominium, wherein the aforesaid improvements, including a building containing one hundred nineteen (119) condominium units and related facilities, are situated in the City of North Miami Beach, Dade County, Florida; and to transact all business necessary and proper in connection with the operation of said property for the mutual benefit of its members; to operate said property for the sole use and benefit of its members, without attempting to make any profit or other gains for the corporation; to collect by assessment of its members necessary funds for (1) management, maintenance and repair of all improvements which are designated COMMON ELEMENTS IN COMMON WITH OTHER CONDOMINIUMS as aforescribed; (2) payment of real and personal property taxes and assessments whether or not directly assessed against a member; (3) maintenance of fire, extended coverage, other perils, workmen's compensation and liability insurance on and for the aforescribed improvements; and (4) payment of all deposits and/or charges for utilities and/or licenses, whether they are required and/or supplied by a public or private firm, and to pay them monthly or as they become due. It is contemplated that this will include all deposits and/or charges for water, gas, electricity, telephone, garbage collection, sewer, and other types of utilities and any other type of service charge of any nature whatsoever; to perform any other act for the well-being of members without partiality or undue inconvenience as between members; and to perform any other act in maintaining an atmosphere of congeniality and high standard of occupancy by and for its members, and maintenance of a high standard of the physical appearance of the aforescribed improvements; to formulate By-Laws, rules and regulations, and to provide for the enforcement thereof. Generally, to make and perform contracts of any kind and description for the purpose of attaining any of the objects of the corporation, and to do and perform any and all things necessary or incidental to the performances and carrying out of the powers hereinbefore specifically enumerated, delegated or implied.

ARTICLE III

POWERS

- A. To carry out all of the powers and duties vested in it pursuant to the Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium and

By-Laws of the Condominium and the Rules and Regulations of the Condominium.

B. The Corporation shall be authorized to exercise and enjoy all of the powers, rights, and privileges granted to or conferred upon corporations of a similar character by the provisions of Chapter 617.01 et seq., Florida Statutes, entitled "Florida Corporations Not For Profit" now or hereafter in force, and to do any and all of the things necessary to carry out its operations as a natural person might or could do.

C. The Corporation shall be authorized to exercise and enjoy all of the powers, rights, and privileges granted to or conferred upon corporations of a similar character by the provisions of Chapter 63-35 of the General Laws of Florida, entitled "The Condominium Act" now or hereafter in force.

D. No compensation shall be paid to Directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an Officer or employee or for other services rendered to the Corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors, and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to Officers, employees, or agents or attorneys, for the services rendered to the Corporation.

E. All funds and the titles of all properties acquired by this Corporation and the proceeds thereof shall be held in trust for its members in accordance with the provisions of the Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium, and Exhibits attached thereto.

F. All of the powers of this Corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium, together with the Exhibits attached thereto which govern the use of the land to be operated and administered by this Corporation.

G. THE CORPORATION IS EXPRESSLY AUTHORIZED TO ENTER INTO A LEASE OR LEASES OR ANY OTHER AGREEMENT AUTHORIZED UNDER CHAPTER 711.121, FLORIDA STATUTES. THE FACT THAT SOME OR ALL OF THE PERSONS COMPRISING THE INITIAL BOARD OF DIRECTORS AND OFFICERS OF THE CORPORATION MIGHT BE CONSIDERED FINANCIALLY INTERESTED PARTIES IN THE LESSOR AND/OR LESSEE OF ANY SUCH LEASEHOLDS SHALL NOT BE CONSTRUED OR CONSIDERED AS A BREACH OF THEIR DUTIES AND OBLIGATIONS TO THIS CORPORATION NOR AS POSSIBLE GROUNDS TO INVALIDATE ANY SUCH LEASE IN WHOLE OR IN PART.

H. THE CORPORATION IS EXPRESSLY AUTHORIZED TO CONTRACT WITH A THIRD PARTY FOR THE MANAGEMENT-MAINTENANCE OF THE CONDOMINIUM AND TO DELEGATE TO THE CONTRACTOR ALL POWERS AND DUTIES OF THIS CORPORATION EXCEPT SUCH AS ARE SPECIFICALLY REQUIRED BY THE DECLARATION AND/OR BY-LAWS TO HAVE THE APPROVAL OF THE BOARD OF DIRECTORS OR THE MEMBERSHIP OF THE CORPORATION. THE FACT THAT SOME OR ALL OF THE PERSONS COMPRISING THE INITIAL BOARD OF DIRECTORS AND OFFICERS OF THIS CORPORATION MIGHT BE CONSIDERED FINANCIALLY INTERESTED PARTIES IN SUCH CONTRACT SHALL NOT BE CONSTRUED OR CONSIDERED AS A BREACH OF THEIR DUTIES AND OBLIGATIONS TO THIS CORPORATION, NOR AS POSSIBLE GROUNDS TO INVALIDATE SUCH MANAGEMENT-MAINTENANCE CONTRACT IN WHOLE OR IN PART.

ARTICLE IV

MEMBERSHIP

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

EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a non-profit Florida corporation, hereafter referred to as the Association, formed to conduct the affairs of EASTERN SHORES WHITE HOUSE, a Condominium, described in ARTICLE II above, and MILTON F. STEINHARDT, hereafter referred to as MFS, shall be members of the Corporation. The Association shall appoint one of its members of its Board of Directors as representative to this corporation. It is proposed that one or more apartment buildings and/or condominium buildings and other improvements containing two hundred eight (208) residential apartment units may be established on the property adjacent to the EASTERN SHORES WHITE HOUSE, a Condominium. Therefore, as each of said one (1) or more apartment buildings and/or condominium buildings and

other improvements containing two hundred eight (208) residential apartment units are established, each Corporation formed to conduct the affairs of each of said buildings shall be a member of this corporation. Each corporation shall appoint one of its members of its Board of Directors to be a representative to this Corporation. MFS and each of said representatives shall be a voter of this Corporation and each voter (representative and MFS) shall be entitled to one vote. Voting rights should be exercised in accordance with the provisions of the Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium, and the By-Laws of this Corporation.

ARTICLE V

CORPORATE EXISTENCE

The term for which this corporation shall exist shall be perpetual.

ARTICLE VI

DIRECTORS AND OFFICERS

The affairs of the Corporation shall be managed by a President, Vice President, Secretary and Treasurer. The Officers of the Corporation shall be elected annually by the Board of Directors of the Corporation in accordance with the provisions provided therefor in the By-Laws of the Corporation.

The business of the Corporation shall be conducted by a Board of Directors, which shall consist of not less than three (3) nor more than seven (7) voters, as the same shall be provided for by the By-Laws of the Corporation.

ARTICLE VII

FIRST BOARD OF DIRECTORS AND OFFICERS

The names and post office addresses of the first Board of Directors and the Officers of the Corporation who shall hold office until their successors are elected and qualified are as follows:

NAME	ADDRESS	OFFICE
RAPHAEL STEINHARDT	Penthouse Suite, Concord Bldg. 66 West Flagler Street Miami, Florida 33130	President and Director
JOYCE POWERS	Penthouse Suite, Concord Bldg. 66 West Flagler Street Miami, Florida 33130	Vice-President and Director
JEAN C. GORDON	Penthouse Suite, Concord Bldg. 66 West Flagler Street Miami, Florida 33130	Secretary-Treas. and Director

ARTICLE VIII

INCORPORATORS AND SUBSCRIBERS

The following constitute the original incorporators and subscribers to the Articles of Incorporation of the Corporation:

NAME	ADDRESS
RAPHAEL STEINHARDT	Penthouse Suite, Concord Building 66 West Flagler Street Miami, Florida 33130
JOYCE POWERS	Penthouse Suite, Concord Building 66 West Flagler Street Miami, Florida 33130
JEAN C. GORDON	Penthouse Suite, Concord Building 66 West Flagler Street Miami, Florida 33130

ARTICLE IX

BY-LAWS

The By-Laws of the Corporation shall be adopted by the Board of Directors. The amendment, alteration, or rescission of said By-Laws shall be in accordance with the provisions of said By-Laws.

ARTICLE X

AMENDMENTS TO ARTICLES OF INCORPORATION

A. The Articles of Incorporation may be amended by the Board of Directors or by majority vote of the voters of the Corporation at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by a majority of the Board of Directors and by voters representing at least seventy-five (75%) per cent of the unit owners in the Condominiums. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. No amendment to the Articles of Incorporation shall be valid without the written consent of the Lessor and Lessee which in any way affects the terms and conditions of the Lease demising the property upon which the improvements are being erected.

C. No amendment to the Articles of Incorporation shall be effective until the same has been recorded with the Clerk of the Circuit Court in Dade County, Florida.

ARTICLE XI

ASSESSMENTS AND FUNDS

A. All assessments paid by the owners of condominium parcels (apartment units) for the maintenance and operation of the aforescribed improvements shall be utilized by the Corporation to pay for the cost of said maintenance and operation. The Corporation shall have no interest in any funds received by it through assessments from the owners of individual condominium parcels (apartment units) except to the extent necessary to carry out the powers vested in it as agent for said members.

B. The Corporation shall make no distribution of income to its members, Directors, or Officers, and it shall be conducted as a non-profit corporation.

ARTICLE XII

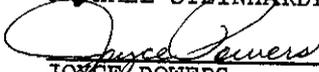
INDEMNIFICATION

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Corporation, or any settlement thereof, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance 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 interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st day of February, 1971.


RAPHAEL STEINHARDT

(SEAL)


JOYCE POWERS

(SEAL)


JEAN C. GORDON

(SEAL)

STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

BE IT REMEMBERED, that on this day personally appeared before me the undersigned Notary Public, in and for the State of Florida at Large, RAPHAEL STEINHARDT, JOYCE POWERS, and JEAN C. GORDON, parties to the foregoing Certificate of Incorporation, to me personally known to be such, and upon their respective oaths simultaneously acknowledged the said Certificate to be the act and deed of the signers and that the facts therein set forth are true.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 1st day of February, 1971.


Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JAN. 10, 1975
BONDED THROUGH FRED M. DIEBELHORFF

BY-LAWS

OF

EASTERN SHORES WHITE HOUSE INTERCON, INC.

a non-profit Florida corporation

ARTICLE I

NAME AND LOCATION

Section 1. The name of this Corporation shall be EASTERN SHORES WHITE HOUSE INTERCON, INC., a non-profit Florida corporation.

Section 2. Its principal place of business shall be located at 3660 N.E. 166th Street, North Miami Beach, Florida.

ARTICLE II

PURPOSE

Section 1. This Corporation has been organized as a non-profit corporation pursuant to the provisions of Chapter 617, Florida Statutes, for the purpose of operating and managing the common elements in common with other condominiums as set forth in ARTICLE XV of the Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium, pursuant to the provisions of Chapter 63-35 of the General Laws of Florida 1963. The common elements in common with other condominiums to be operated and managed by this Corporation shall be located upon the lands described in the Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium.

Section 2. EASTERN SHORES WHITE HOUSE INTERCON, INC., a non-profit corporation, was duly incorporated in the Office of the Secretary of State of the State of Florida, on the 5th day of March, 1971.

ARTICLE III

MEMBERS

Section 1. EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., a Florida non-profit corporation, and MILTON F. STEINHARDT (hereinafter referred to as "MFS"), shall be members of this corporation, as set forth in the Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium. Pursuant to said Declaration of Condominium, it is proposed that there will be one (1) or more additional condominiums and/or apartment buildings established on the land described in said Declaration of Condominium, and in accordance therewith as each said additional proposed condominium building and/or apartment building is established, the entity established to conduct the affairs of each additional condominium building and/or apartment building shall be a member of this Corporation.

Section 2. There shall be no stock certificates issued by this Corporation. There shall be no more than five (5) members of the Corporation.

Section 3. EASTERN SHORES WHITE HOUSE ASSOCIATION, INC., and such entity formed to conduct the affairs of the proposed condominium buildings and/or apartment buildings, as aforescribed, shall appoint and be represented by one (1) of its members, each of them shall be a duly elected director of the entity formed to conduct the affairs of this condominium, and MFS, each of said representatives being deemed a voter.

Section 4. Each voter shall be entitled to one (1) vote in the management of the Corporation.

Section 5. All voting rights of a voter or members as aforescribed, except the voting rights of MFS, shall automatically terminate when such voter is no longer a member of the entity formed to conduct the affairs of his condominium building and/or apartment building or when such person is no longer a director of said entity, whichever of such events shall first occur. If a voting right is terminated as aforescribed, then and in such event, that member losing such voting right shall appoint a new representative pursuant to the above described conditions, terms, and procedure.

EXHIBIT I

Section 6. No other person or legal entity may be a member of the Corporation or vote in its affairs.

ARTICLE IV

MEMBERS' MEETINGS

Section 1. The annual meeting of the members shall be held at 4:30 p.m., Eastern Standard Time on the third Wednesday in February of each year at the principal office of the Corporation, or at such other place as may be set forth in the notice of said meeting, in Dade County, Florida. At such meeting the members shall elect Directors to serve until the next annual meeting of the members, or until their successors should be duly elected and qualified, and for such other business as may be authorized to be transacted by the members.

The first annual meeting of the members shall be held on the third Wednesday in February of 1974. The holding of the first annual meeting of the members may be accelerated prior to the third Wednesday in February of 1974 if, in the opinion of the Developer, MILTON F. STEINHARDT, there are a sufficient number of members available to hold said meeting.

Section 2. A special meeting of the members to be held at the same place as the annual meeting, or such other place in Dade County, Florida, as may be set forth in the written notice of said meeting, may be called at any time by the President or, in his absence, by the Vice-President, or by a majority of the Board of Directors. It shall be the duty of the Directors, President, or Vice-President to call such a meeting whenever so requested by members holding fifty-one (51%) per cent or more of the voting rights in the corporation.

Section 3. Notice of the time and place of all annual and special meetings shall be mailed by the President or Vice-President or Secretary to each member not less than ten (10) days prior to the date of said meeting, to the address of said member as it appears upon the books of the Corporation. A certificate of the officer mailing said notice shall be prima-facie proof that said notice was given.

Section 4. The President or, in his absence, the Vice-President, shall preside at all annual or special meetings of the members.

Section 5. A quorum for members' meetings shall consist of persons entitled to cast fifty-one (51%) per cent of the votes of the entire membership. In the event that a quorum is not present, the members present at any meeting, though less than a quorum, may adjourn the meeting to a future date.

The execution by any member of a copy of the Minutes shall constitute the presence of such member for the purpose of determining a quorum, and for the further purpose of validating all of the actions taken at said meeting.

Section 6. Votes may be cast in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary and entered of record in the Minutes of the meeting.

Section 7. Annual or special meetings of the members may be held at any time or place without notice, with the written consent of all of the members.

Section 8. The order of business at all meetings of the members of the corporation where applicable shall be as follows:

- A. Election of chairman of the meeting.
- B. Calling of the roll and certifying of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.
- E. Reports of Officers.
- F. Reports of Committees.
- G. Election of inspectors of election.
- H. Election of Directors.
- I. Unfinished business.

J. New business.

K. Adjournment.

Section 9. The affairs of the corporation proceedings shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation and By-Laws of the Corporation, or with the Statutes of the State of Florida, or the Declaration of Condominium of EASTERN SHORE WHITE HOUSE, a Condominium.

ARTICLE V

DIRECTORS

Section 1. Until the first annual meeting the number of Directors which shall constitute the whole Board shall be three (3). Thereafter, the number of Directors shall be equal to the number of members of the Corporation, and the Board shall be comprised of MFS and one voter-representative of each member-condominium building and/or apartment building. In the event that there is at any time only one (1) member condominium of the Corporation, MFS shall be entitled to select a third voter-representative who shall be a member of the Board. Until succeeded by Directors elected at the first annual meeting of members, Directors need not be voters; thereafter, all Directors shall be voters except for MFS. The Directors shall be elected at the annual meeting of the members, and each Director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify.

Section 2. The business and affairs of the Corporation shall be managed by a Board of Directors who shall be elected by the members. Said Board of Directors shall consist of not less than three (3) persons nor more than five (5). The exact number of Directors is to be set at the annual meeting prior to the election of said Directors.

It shall not be necessary for a member of the Board of Directors to be the owner of an individual condominium parcel until the first annual meeting of the members or the accelerated first annual meeting of the Directors. Prior to that date, MILTON F. STEINHARDT shall have the right to elect the members of the Board of Directors, and to fill any vacancies occurring therein. It shall be necessary for any other member of the Board of Directors to also be the owner of an individual condominium parcel or an officer of any corporation owning an individual condominium parcel, or the trustee of a trust owning any individual condominium parcel.

Section 3. The original members of the Board of Directors shall be those elected at the first meeting of the members of EASTERN SHORES WHITE HOUSE INTERCON, INC., a non-profit Florida corporation, by MILTON F. STEINHARDT, who shall hold office until the first annual meeting of the members. At the first annual meeting of the members, as specified in these By-Laws, and thereafter, the Directors shall be elected annually by the members at said annual meeting, and said Directors shall serve until the next annual meeting or until their successors are duly elected and qualified, or until they are removed in the manner elsewhere provided.

Section 4. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever, prior to the first annual meeting of the members, the remaining Directors shall elect a person of legal age to serve as a Director for the unexpired portion of the term of the former Director. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever after the first annual meeting of the members, the remaining Directors shall elect one of the members to serve as a Director for the unexpired portion of the term of the former Director. If the vacancy is brought about by resignation or other reason of a member of the Board of Directors who has been elected by MILTON F. STEINHARDT prior to the time when the members elect all of the Directors, then in that event, MILTON F. STEINHARDT shall have the right to fill said vacancy in accordance with the provisions of these By-Laws.

Section 5. After the first annual meeting of the members, a Director may be removed from office with or without cause by a majority of the members at any regular or special meeting duly called. At said meeting, a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 6. No compensation shall be paid to Directors for their services as Directors. Compensation may be paid to a Director in his or her capacity as an Officer or employee or for other services rendered to the corporation outside of his or her duties as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors, and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to Officers, employees or agents or attorneys for services rendered to the corporation.

Section 7. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 8. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director by mail or telegraph, at least five (5) days prior to the date named for such meeting.

The Directors may establish a schedule of regular meetings to be held in the office of the Corporation, and no notice shall be required to be sent to said Directors of said regular meetings, once said schedule has been adopted.

Section 9. Special meetings of the Board of Directors may be called by the President on five (5) days' notice to each Director, given by mail or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 10. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 11. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The President of the corporation shall act as chairman of the Board of Directors and he shall be entitled to vote as a member of the Board of Directors on all questions arising before the Board of Directors.

Section 12. No Director shall continue to serve on the Board if, during his term of office, his voting rights in the Corporation shall be terminated for any reason whatsoever.

Section 13. The Board of Directors shall have the following powers:

A. To operate and manage common elements in common with other condominiums for the use and benefit of the individual owners of the condominium parcels (apartment units) as the agent of said owners.

B. To carry out all of the powers and duties vested in it pursuant to the Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium, and By-Laws of the Condominium and the regulations of the Condominium.

C. The Corporation shall be authorized to exercise and enjoy all of the powers, rights, and privileges granted to or conferred upon corporations of a similar character by the provisions of Chapter 617.01 et seq., Florida Statutes, entitled "Florida Corporations Not For Profit" now or hereafter in force, and to do any and all of the things necessary to carry out its operations as a natural person might or could do.

D. The Corporation shall be authorized to exercise and enjoy all of the powers, rights, and privileges granted to or conferred upon corporations of a

similar character by the provisions of Chapter 63-35 of the General Laws of Florida, entitled "The Condominium Act" now or hereafter in force.

E. All funds and the titles of all properties acquired by this Corporation and the proceeds thereof shall be held in trust for the owners of the condominium parcels (apartment units) in accordance with the provisions of the Declaration of Condominium and its supporting documents.

F. All of the powers of this Corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium, together with its supporting documents which govern the use of the land to be operated and administered by this Corporation.

G. THE CORPORATION IS EXPRESSLY AUTHORIZED TO ENTER INTO A LEASE OR LEASES OR ANY OTHER AGREEMENT AUTHORIZED UNDER CHAPTER 711.121, FLORIDA STATUTES. THE FACT THAT SOME OR ALL OF THE PERSONS COMPRISING THE INITIAL BOARD OF DIRECTORS AND OFFICERS OF THE CORPORATION MIGHT BE CONSIDERED FINANCIALLY INTERESTED PARTIES IN THE LESSOR AND/OR LESSEE OF ANY SUCH LEASEHOLDS SHALL NOT BE CONSTRUED OR CONSIDERED AS A BREACH OF THEIR DUTIES AND OBLIGATIONS TO THIS CORPORATION NOR AS POSSIBLE GROUNDS TO INVALIDATE ANY SUCH LEASE IN WHOLE OR IN PART.

H. THE CORPORATION IS EXPRESSLY AUTHORIZED TO CONTRACT WITH A THIRD PARTY FOR THE MNGEMENT-MAINTENANCE OF THE COMMON ELEMENTS IN COMMON WITH OTHER CONDOMINIUMS AND TO DELEGATE TO THE CONTRACTOR ALL POWERS AND DUTIES OF THIS COPRATION EXCEPT SUCH AS ARE SPECIFICALLY REQUIRED BY THE DECLARATION AND/OR BY-LAWS TO HAVE THE APPROVAL OF THE BOARD OF DIRECTORS OR THE MEMBERSHIP OF THE CORPORATION. THE FACT THAT SOME OR ALL OF THE PERSONS COMPRISING THE INITIAL BOARD OF DIRECTORS AND OFFICERS F THIS CORPORATION MIGHT BE CONSIDERED FINANCIALLY INTERESTED PARTIES IN SUCH CONTRACT SHALL NOT BE CONSTRUED OR CONSIDERED AS A BREACH OF THEIR DUTIES AND OBLIGATIONS TO THIS CORPORATION, NOR AS POSSIBLE GROUNDS TO INVALIDATE SUCH MANAGEMENT-MAINTENANCE CONTRACT IN WHOLE OR IN PART.

I. THE CORPORATION IS EXPRESSLY AUTHORIZED TO JOIN IN THE EXECUTION OF THE DECLARATION OF CONDOMINIUM OF EASTERN SHORES WHITE HOUSE, A CONDOMINIUM, AND TO BIND ITSELF, ITS SUCCESSORS AND ASSIGNS, AND ALL OF ITS MEMBERS, NOW AND IN THE FUTURE, TO EACH AND EVERY TERM, CONDITION, AND COVENANT OF THE SAID DECLARATION OF CONDOMINIUM AND EXHIBITS ATTACHED THERETO.

J. To make and collect assessments and establish the time within which payment of same are due for the purpose of operating and maintaining the common elements in common with other condominiums.

K. The maintenance, repair and replacement of the common elements in common with other condominiums.

L. The reconstruction of improvements after any casualty, and the further improvement of the common elements in common with other condominiums.

M. The hiring and dismissal of any necessary personnel required to maintain and operate the common elements in common with other condominiums.

N. To make and amend regulations respecting the use of the ommon elements in common with other condominiums, provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire member ship of the corporation before such shall become effective.

O. To carr and pay the premium for such insrance as may be required for the protection of the common elements in common with other condominiums and the Corporation against any casualty or any liability to third persons.

P. To enforce by legal means the provisions of the Declaration of Condominium, the Articles of Incorporation, the By-Laws of the Corporation, and the Rules and Regulations for the use of the common elements in common with other condominiums.

Q. To pay all taxes, licenses or assessments of any nature whatsoever against common elements in common with other condominiums where the same are in default and to assess the same against the condominium parcel, subject to said taxes, licenses, and liens.

R. To pay all taxes, licenses, or assessments of any nature whatsoever assessed against the common elements of the Condominium and/or common elements of the Condominium in common with other condominiums.

ARTICLE VI

OFFICERS

Section 1. The principal officers of the Corporation shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary. The office of the Secretary and Treasurer may be filled by the same person.

Section 2. The Officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of each new Board and shall hold office until the next annual meeting of the Board of Directors or until their successors should be duly elected and qualified, except as hereinafter provided.

Section 3. Upon an affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. The President shall be the Chief Executive Officer of the Corporation. He shall preside at all meetings of the Corporation and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of a president of a corporation, including but not limited to, the power of appointing committees from among the members from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Directors.

Section 6. The Secretary shall issue notice of all Directors' and members' meetings and shall attend and keep the Minutes of the same; shall have charge of all corporate books, records, and papers; shall be custodian of the corporate seal; shall attest with his signature and impress with the corporate seal all contracts or other documents required to be signed on behalf of the Corporation and shall perform all such other duties as are incident to his office. The duties of the Assistant Secretary shall be the same as those of the Secretary in the absence of the Secretary. The Secretary shall maintain a register in the Corporation's office showing the names and addresses of voters, and all condominium unit owners belonging to a member condominium or apartment.

Section 7. The Treasurer shall have the responsibility for corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence of the Treasurer.

Section 8. Any vacancy in the office of the President, Vice-President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, or any other Officer or employee for any reason whatsoever may be filled by the Board of Directors at any regular or special meeting, which may elect a successor to the vacant office, who shall hold office for the balance of the unexpired term.

ARTICLE VII

FINANCE

Section 1. The funds of the Corporation shall be deposited in an escrow account in Dade County, Florida, and shall be withdrawn only upon the check or

order of such Officers, employees, or agents as are designated by resolution of the Board of Directors from time to time.

Section 2. For accounting purposes, the Corporation shall operate upon the calendar year beginning the first day of January and ending the 31st day of December of each year.

Section 3. An audit of the accounts of the Corporation shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than March 15th of the year following the year for which the report is made.

Section 4. The Board of Directors of the Corporation shall maintain an assessment roll in a set of accounting books in which there shall be an account for each condominium parcel. Each account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments become due, the amounts paid upon the account, and the balance due upon the assessments.

Section 5. The Board of Directors shall adopt a budget each year for the following calendar year which shall contain estimates of the cost of operating and maintaining the common elements in common with other condominiums, including the following items:

A. General expenses to be incurred in connection with the operation of the common elements in common with other condominiums of the condominium property.

B. A breakdown showing the proposed assessment against each owner for the above expenses.

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

Section 6. The Board of Directors shall require that a fidelity bond be obtained from all Officers and employees of the Corporation handling or responsible for Corporation funds. The amount of such bond shall be determined by the Board of Directors, and the premiums on such bond shall be paid by the Corporation as an item of general expense.

Section 7. All assessments paid by members of the Corporation for the maintenance and operation of the common elements in common with other condominiums shall be utilized by the Corporation for the purposes of said assessments. Any excess moneys received from said assessments paid by any members shall be held by the Corporation for the use and benefit of the members. Any surplus held by the Corporation after the payment of expenses for maintaining and operating the common elements in common with other condominiums shall be considered as general surplus and held for the benefit of all of the members, in proportion to each member's share in the common elements.

ARTICLE VIII

AMENDMENTS

Section 1. The Articles of Incorporation of the non-profit Corporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least 75% of the votes in the Condominium buildings and/or apartment buildings, as set forth in the Declaration of Condominium.

Section 2. These By-Laws may be amended by the Corporation at a duly constituted meeting for such purpose provided, however, no amendment shall take effect unless approved by members representing at least 75% of the votes in the Condominium as set forth in the Declaration of Condominium.

Section 3. The Declaration of Condominium may be amended in accordance with the provisions of the Declaration of Condominium.

Section 4. No amendment to the Articles of Incorporation, the By-Laws, or the Declaration of Condominium shall be valid without the written consent of 100% of the members as to any of the following:

A. No amendment may be made which in any way changes the percentage of ownership owned by any member of a condominium parcel in the common elements in common with other condominiums of the condominium property, or which in any way changes or modifies the voting rights which may be cast by any member, or which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the common elements in common with other condominiums of the condominium property.

Section 5. Before any amendment shall be effective, it shall also be approved by a majority of the members of the Board of Directors.

Section 6. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 7. No amendment to the Articles of Incorporation or the By-Laws of the Corporation, or the Declaration of Condominium, shall be effective until the same has been recorded with the Clerk of the Circuit Court of Dade County, Florida.

Section 8. No amendment to the Articles of Incorporation, the By-Laws, the Declaration of Condominium, the Rules and Regulations, or the Deed and Assignment of the Corporation, shall be effective without the written consent of MILTON F. STEINHARDT, so long as he is the owner of any of the condominium parcels included within EASTERN SHORES WHITE HOUSE, a Condominium.

Section 9. Prior to the first annual meeting of the members of EASTERN SHORES WHITE HOUSE INTERCON, INC., a non-profit Florida corporation, MILTON F. STEINHARDT and the owners of the fee simple title of the leasehold interest of EASTERN SHORES WHITE HOUSE, a Condominium, shall have the right to make changes in the Declaration of Condominium, By-Laws, Articles of Incorporation, Rules and Regulations, and the form of Deed and Assignment, of EASTERN SHORES WHITE HOUSE, a Condominium, including the plat thereof, so long as such changes do not decrease a member's share of the common elements and/or common elements in common with other condominiums or increase a member's percentage of the common expenses or ground rentals, or which changes or modifies the voting rights which may be cast by any member, or change the location of the individual apartment sold to a member, or substantially decrease the size of any apartment.

Section 10. No amendment to the Articles of Incorporation or the By-Laws of the Corporation or the Declaration of Condominium shall be valid without the written consent of the Lessor and Lessee, which in any way affects the terms and conditions of the Lease demising the property upon which the common elements in common with other condominiums are being erected.

The foregoing were duly adopted as the By-Laws of EASTERN SHORES WHITE HOUSE INTERCON, INC., being a corporation not for profit, under the laws of the State of Florida, at the first meeting of the Board of Directors on the 12th day of March, 1971, at North Miami Beach, Dade County, Florida.

EASTERN SHORES WHITE HOUSE INTERCON,
INC., a non-profit Florida corporation

By *Raphael Steinhardt*
RAPHAEL STEINHARDT, President

Attest *Jean C. Gordon*
JEAN C. GORDON, Secretary

CORPORATE SEAL

State of Florida

Department of State



I, Richard (Dick) Stone, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct
copy of

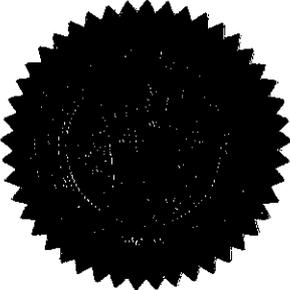
Certificate of Incorporation

of

ESWH MAINTENANCE CORP.

a corporation organized and existing under the Laws of the State of Florida,
filed on the 16th day of February, A.D., 19 71, as shown by the records
of this office.

Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 2nd day of March,
A.D. 19 71.


Richard (Dick) Stone

Secretary of State

CERTIFICATE OF INCORPORATION

OF

ESWH MAINTENANCE CORP.

WE, the undersigned, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of an Act of the Legislature of the State of Florida, approved June 1, 1925, do hereby subscribe to this Certificate of Incorporation.

I

The name of the corporation is ESWH MAINTENANCE CORP.

II

The general nature of the business to be transacted by the corporation is as follows:

To purchase, sell, lease, operate, own, hold, transfer, convey, mortgage, or otherwise encumber, trade, exchange and generally deal in real estate and personal property of every kind, nature and description wheresoever located;

The owning, operating, leasing, managing and in every way engaging in the business of such owning, operating, leasing and managing of hotels, apartment houses, motels, residences and business properties, and businesses either for itself or others; the acquiring and disposing of, whether by sale, purchase, barter, trade or otherwise, all notes, and evidences of indebtedness arising out of or in connection with such ownership, operating, leasing or managing; the making of all contracts and the doing of all acts, and the establishment of all offices or places of business connected with any of the foregoing businesses or with any of the activities related to the foregoing purposes; and it shall have the following additional powers, the enumeration

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DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

be exclusive of any and all other powers which might be enjoyed by a natural person;

The financing of the deferred portions of installment purchases of all property, both real and personal, the buying, selling, developing or disposing of mortgages of real estate and personalty, contracts receivable, and all evidences of indebtedness and choses in action having to do with real or personal property, the buying, selling, marketing, distributing, producing and in every way dealing in all kinds, characters, and descriptions of property, real, personal or mixed, including agricultural products; the maintaining, developing, promoting, financing and otherwise dealing in the patent rights, trade-marks, or applications for the same or patents pending; the operating and maintaining of any and all stores and offices for the purpose of carrying on any and all classes of retail and wholesale business for itself and others, and engaging in any other kind of business that a natural person might engage in; and doing of any and all acts; the making of any and all contracts and the negotiation and accomplishment of all things necessary or incidental to the carrying on of any of its businesses;

The purchasing, granting, bargaining, selling, leasing, renting, conveying, improving, mortgaging or otherwise acquiring or disposing of any encumbering real estate and personal property, for itself and for others. It shall have the power and lawful authority to act as agent for others in negotiating the sale of real estate, the placing of loans, buying and selling of mortgages, the building of houses, and the development of estates, and the carrying on and conducting of a general real estate business;

It shall have full power and lawful authority to issue, execute, assign and endorse notes, mortgages, debentures, bonds and all other negotiable paper; to hold, buy and sell stock of other corporations; to

secure any indebtedness due to it in the same manner common to natural persons. It shall have the full power to loan money and to secure the payment thereof by accepting mortgages, personal endorsements or assignments of personal property or other security. It may sue and be sued, contract and be contracted with, and do any and all other acts necessary or incidental to the powers herein specifically designated.

III

The maximum number of shares of stock which this corporation is authorized to have outstanding at any time shall be / ^{one hundred} (100) _{par} shares, having \$5.00 ~~nominal value~~ value each

The capital stock may be paid for in property, labor or services at a just valuation to be fixed by the incorporators or by the directors at a meeting called for such purpose or at the organization meeting.

All of the aforementioned stock is to be issued as fully paid for and exempt from assessment.

Property, labor or services may also be purchased or paid for with the capital stock at a just valuation of said property, labor or services, to be fixed by the directors of the company. Stock in other corporations or going businesses may be purchased by the corporation in return for the issuance of its capital stock, and said purchase shall be on such basis and for such consideration and the issuance of such amount of the capital stock as the directors may decide.

No holder of stock of the corporation shall be entitled as such, as a matter of right, to subscribe for or purchase any part (either pro rata share or otherwise) of any new or additional issue of stock of any class whatsoever or securities convertible into or evidencing the right to purchase stock of any class whatsoever, whether now or hereafter authorized, or whether issued for cash, property or otherwise.

A director of the corporation shall not, in the absence of actual fraud, be disqualified by his office from dealing or contracting with the corporation either as a vendor, purchaser or otherwise; and, in the ab-

sence of actual fraud, no transaction or contract of the corporation shall be void or voidable by reason of the fact that any director or any firm or corporation of which any director is a member is in any way interested in such transaction or contract, provided that the fact that such director or firm is interested in the transaction or contract is disclosed to the corporation, and that such transaction or contract is authorized, ratified or approved either (1) by vote of the majority of a quorum of the Board of Directors or of the executive committee, if any, without counting in such majority any director so interested or who is a member of a firm or corporation so interested; or (2) by vote at a stockholder's meeting of the holders of record of the majority of all the outstanding shares of stock of the corporation then entitled to vote or by writing or writings signed by a majority of such holders, which shall have the same force and effect as through such authorization, ratification or approval were made by all the stockholders; and no director or firm or corporation of which a director is a member shall be liable to account to the corporation for any profits realized from or through any such transaction or contract. Nothing in this paragraph contained shall create any liability in the events above mentioned, or prevent that authorization, ratification or approval of such contracts or transactions in any other manner permitted by law, or invalidate or make voidable any contract or transaction which would be valid without reference to the provisions of this paragraph.

The corporation shall indemnify each directors and officer of the corporation against all or any portion of the expenses reasonably incurred by him in connection with or arising out of any action, suit or proceeding in which he may be involved by reason of his being or having been an officer or directors of the corporation (whether or not he continued to be an officer or directors at the time of incurring such expenses), such ex-

penses to include the cost of reasonable settlements (other than amounts paid to the corporation itself) made with the view to curtailment of cost of litigation, except that no sums shall be paid in connection with any such settlement unless the corporation is advised by independent counsel that the officer or director so indemnified was not derelict in the performance of his duty as such officer or director. The corporation shall not, however, indemnify such director or officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceeding to have been derelict in the performance of his duty as such director or officer, nor in respect of any matter on which any settlement or compromise is effected, if the total expense, including the cost of such settlement, shall substantially exceed the expense which might reasonably be incurred by such director or officer in conducting such litigation to a final conclusion and in no event shall anything herein contained be so construed as to protect or authorize the corporation to indemnify any such director or officer against any liability to the corporation or to its security holders to which he would otherwise be subject by reason of willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The foregoing right of indemnification shall not be exclusive of other rights to which any director or officer may be entitled as a matter of law.

IV

The corporation shall have all the powers given to it by the laws of the State of Florida, and the specific powers herein enumerated shall not be construed as a limitation upon the powers of the said corporation.

V

The stockholders of the corporation may divide themselves into groups for the purpose of obtaining unit control in the corporation, and the stockholders may enter into a Stockholders' Agreement between themselves, such agreement shall be binding upon the corporation and shall

be recognized by the directors and observed by the officers and agents of the company; and, particularly, the stockholders are authorized to include in such agreements entered into between themselves provisions which will confer upon individual groups the power to elect certain members or directors, and, in particular, stockholders may include in agreements between themselves the following as valid matters of agreements, to wit:

1. The manner and method in which and the persons by whom directors may be elected;
2. Any limitation upon the transferability or assignment of stock;
3. The conferring of preemptive rights of purchase upon stockholders as conditions precedent to the sale of any other stock;
4. Any matters related to effectuating the purposes included in any of the foregoing matters.

Agreements between stockholders shall be binding upon the corporation until there is filed with the President and Secretary of the corporation, in duplicate, a written instrument signed by the persons who originally created such Stockholders' Agreements (or their successors in ownership, providing such succession in ownership shall have been accomplished in accordance with the terms of the Stockholders' Agreements) consenting to the revocation and cancellation of agreements among the stockholders.

VI

The amount of capital with which the corporation may begin business will not be less than Five Hundred (\$500.00) Dollars.

VII

The existence of the corporation shall be perpetual.

VIII

The street address, city and county in which the principal office of the corporation shall be is 1896 79th Street Causeway, City of North Bay Village, Dade County, Florida 33141.

IX

The Board of Directors shall consist of not fewer than three
five
(3) nor more than / (5) directors.

X

The names and street addresses of the First Board of Directors, who, subject to the provisions of this Certificate of Incorporation, the By-Laws and the Act of the Legislature, approved June 1, 1925, shall hold office for the first year of the corporation's existence, or until their successors are elected and shall have qualified are the following:

GLADYS GOLDMAN,	1896 79th Street Causeway,	City of North			
	Bay Village,	Dade County,	Florida	33141	
TILLIE AKIN	"	"	"	"	"
MORTON J. GOLDMAN	"	"	"	"	"

XI

The names and street addresses of each subscribed to the Certificate of Incorporation and the number of shares of stock with which each agrees to take are as follows:

Gladys Goldman,	1896 79th Street Causeway,	City of North	50 shares
	Bay Village,	Dade County,	Florida 33141
Morton J. Goldman	"	"	"
			50 shares

The value of each share of stock is in the sum of Five

(\$5.00) Dollars each and the above shares aggregate
the value of Five Hundred (\$500.00)Dollars.

XII

The names and street addresses of the first officers, who

subject to the provisions of this Certificate of Incorporation, the By-Laws and the Act of the Legislature, Chapter 47, 34, Florida Statutes 1953, shall hold office for the first year of the corporation's existence or until their successors are elected and shall have qualified, are the following:

Gladys Goldman, 1896 79th Street Causeway, City of North Bay Village, Dade County, Florida 33141 President
Tillie Akin " " " Vice President
Morton J. Goldman " " " Secretary-Treasurer

IN WITNESS WHEREOF, we have hereunto set our hands and seals
this 1st day of February , 1971

Gladys Goldman (SEAL)
GLADYS GOLDMAN

Morton J. Goldman (SEAL)
MORTON J. GOLDMAN

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

BE IT REMEMBERED, that on this day personally appeared before me the undersigned Notary Public, in and for the State of Florida at Large Gladys Goldman and Morton J. Goldman parties to the foregoing Certificate of Incorporation, to me personally known to be such, and upon their respective oaths simultaneously acknowledged the said Certificate to be the act and deed of the signers and that the facts therein set forth are true.

WITNESS my hand and official seal at Miami, Dade County, Florida, this 1st day of February 1971.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____

Notary Public, State of Florida at Large
My Commission Expires Aug. 22, 1973
Bonded by American Fire & Casualty Co.

MAINTENANCE-MANAGEMENT CONTRACT

THIS AGREEMENT, made and entered into this 15th day of March, 1971, by and between ESWH MAINTENANCE CORP., a Florida corporation, hereinafter called Maintenance Contractor and/or Manager, and EASTERN SHORES WHITE HOUSE ASSOCIATION, INC. & EASTERN SHORES WHITE HOUSE INTERCON, INC., both non-profit corporations organized under the laws of the State of Florida, hereinafter called Associations.

W I T N E S S E T H:

WHEREAS, the parties hereto desire to enter into an agreement for the performance of services as hereinafter described, of a condominium apartment building consisting of one hundred nineteen (119) condominium units and related facilities, known as the EASTERN SHORES WHITE HOUSE, a Condominium, 3660 N.E. 166th Street, North Miami Beach, Dade County, Florida; and

WHEREAS, the parties hereto desire to provide within this agreement the services to be performed;

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, each to the other in hand paid, receipt whereof is hereby acknowledged, the parties hereto, jointly and severally, agree as follows:

1. That the Maintenance Contractor shall maintain, service, and repair the above described condominium apartment building and its related facilities fully and in all respects as to the following items:

- A. Parking area.
- B. Lawn and shrubbery areas.
- C. Elevator maintenance. Associations are responsible to pay for elevator licenses.
- D. Building management including a manager and necessary personnel for maintenance and servicing of said condominium apartment building and its related facilities.
- E. Common elements of this Condominium in common with other condominiums described and designated as recreation room, pool (including pool equipment room), shuffle board courts, parking area and driveways and walkways, which common elements in common with other condominiums are set forth in detail in ARTICLE XV of the Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium, and the plot plan attached thereto as Exhibit A.

F. Maintenance Contractor is only required to supply electricity and water to the common elements and common elements in common with other condominiums. All deposits for said utilities will be the responsibility of the Associations.

Associations will be responsible to pay all deposits and/or charges for utilities (except water and electricity as hereinabove set forth to the common elements and common elements in common with other condominiums) and/or licenses, whether they are required and/or supplied by a public or private firm, and to pay them monthly or as they become due. It is contemplated that this will include all deposits and/or charges for gas, telephone, garbage collection, sewer, and any other type of service charge of any nature whatsoever.

2. That the amount of consideration which the Associations shall pay to the Maintenance Contractor shall be TWENTY-EIGHT THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$28,560.00), yearly, payable by the Associations in advance for a three (3) month period of time, commencing the 1st day of April, 1971. Thereafter the Associations shall continue to pay, in equal consecutive quarterly payments, in advance, the sum of SEVEN THOUSAND ONE HUNDRED FORTY DOLLARS (\$7,140.00).

3. It is understood that the expense of the Maintenance-Management is apportioned equally to each condominium parcel owner in the condominium as set forth in the Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium. The primary obligation, however, for payment to Maintenance Contractor shall be by the Associations in the gross amount of TWENTY-EIGHT THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$28,560.00) yearly. However, Maintenance Contractor is fully cognizant

that each condominium parcel owner's obligation to the Associations for maintenance-management is in the sum of SIXTY DOLLARS (\$60.00) quarterly, in advance, therefore, Maintenance Contractor agrees to accept from any individual condominium parcel owner the sum of SIXTY DOLLARS (\$60.00), in advance, each quarter and thereby deduct said sum or sums paid by any such owner from the quarterly sum due from Associations and preclude any action or lien against said individual condominium parcel owner's interest in the condominium, notwithstanding a default in payment by the Associations or another condominium parcel owner.

4. That as consideration for the services to be performed by the Maintenance Contractor, the said Maintenance Contractor shall have the right to maintain and operate coin vending machines, pay telephones, and automatic coin laundries on the property heretofore described, and all income from said machines shall belong to the Maintenance Contractor; that any expense in connection with such operation shall be paid by the Maintenance Contractor.

5. This agreement shall be for a period of twenty-five (25) years, commencing on the 1st day of April, 1971.

6. Maintenance Contractor agrees to employ sufficient competent, adult workmen in connection with the duties hereunder. It is understood between the parties hereto that Maintenance Contractor has the sole and exclusive right to hire and discharge any of the workmen at its discretion and is to have full charge, control and supervision of all of its employees.

7. Maintenance Contractor covenants and agrees, at its own expense, to procure and keep in force public liability and workmen's compensation insurance in companies and amounts approved by the Developer, MILTON F. STEINHARDT, which approval shall not be unreasonably withheld, to protect Maintenance Contractor and EASTERN SHORES WHITE HOUSE ASSOCIATION, INC. & EASTERN SHORES WHITE HOUSE INTERCON, INC., completely from any claim or damage to persons or property or for an injury to any employee of Maintenance Contractor incurred while Maintenance Contractor or its workmen are performing any duties under the terms of this agreement.

8. Maintenance Contractor agrees to indemnify EASTERN SHORES WHITE HOUSE ASSOCIATION, INC. & EASTERN SHORES WHITE HOUSE INTERCON, INC., and their members and to hold them harmless from any claim, demand, suit, or judgment which may be made, commenced or rendered against them by reason of any negligence in performing any duty under the terms of this agreement, whether said negligence be that of Maintenance Contractor or of any of its workmen, employees, agents, or servants.

9. Maintenance Contractor hereby agrees to assume full responsibility for the payment of any and all contributions, taxes or assessments, and to meet all other requirements of the Federal Social Security, State Unemployment Compensation and Federal Withholding of Income Tax Laws on any payrolls of Maintenance Contractor incurred in the performance of work on all duties assigned to and accepted by Maintenance Contractor under the terms of this agreement.

10. The Maintenance Contractor shall not, under any circumstances, be liable under or by reason of this agreement, directly or indirectly, for any accident, injury, breakage or damage of any machinery or appliances not attributable to the action or inaction of the Maintenance Contractor or of any of its employees, agents, or servants; nor shall it be held responsible or liable for any loss, damage, detention or delay in furnishing materials or failure to perform duties as hereinabove provided when such is caused by fire, flood, strike, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control.

11. The Declaration of Condominium of EASTERN SHORES WHITE HOUSE, a Condominium, makes available to the Manager an apartment in the Condominium for the use by the Manager as its office. The Developer, MILTON F. STEINHARDT, has retained ownership of said condominium apartment and may terminate the Manager's right to use and occupy the same at the Developer's sole discretion. The Associations agree that in addition to the amounts specified in the preceding paragraphs that the Associations will be obligated to pay all direct and indirect costs, expenses, burdens and obligations in connection with the Manager's condominium apartment, including but not limited to the following: Manager's share of the common expenses, all taxes imposed against the condominium apartment, ground rentals, and payments of principal and interest on the mortgage encumbering the Manager's condominium apartment, and any other expenses of any nature whatsoever incurred in connection with said Manager's apartment and it is the obligation of the Associations to reimburse the Manager in full for the aforesaid expenses and to assess

the Associations' members therefor. THE ASSOCIATIONS AND ITS MEMBERS NOW AND IN THE FUTURE COVENANT AND AGREE AND FULLY UNDERSTAND THAT THE MANAGER'S CONDOMINIUM APARTMENT, NOTWITHSTANDING THEIR PAYMENTS AS SET FORTH IN THIS PARAGRAPH, REMAINS THE SOLE AND ABSOLUTE PROPERTY OF THE DEVELOPER, MILTON F. STEINHARDT.

12. If the Associations or their members shall interfere with the Manager in the performance of its duties and exercise of its powers hereunder, or if the Associations shall fail to promptly do any of the things required of them hereunder, including but not limited to the assessment of their members in amounts sufficient to defray in full the Manager's costs and expenses as defined in Paragraph 11 hereof, and to otherwise pay all of the sums required in this Agreement, then the Manager, thirty (30) days after having given written notice to the Associations of said default, by delivering said notice to any officer of the Associations, or in their absence, to any member of the Associations, may declare this Agreement in default unless such default be cured by the Associations within thirty (30) days after such notice. Upon default the Manager may, in addition to any other remedy given it by agreement or in law or in equity, bring an action against the Associations for damages and/or specific performance and/or such other rights and remedies as it may have and in that event Associations will be responsible to Manager for reasonable attorney's fees. All of such rights of the Manager upon default shall be cumulative and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy.

13. If the condominium apartment building and improvements shall be terminated, then each of the condominium apartment owners who shall thereby become a tenant in common shall, as to his separate interest, automatically be a party to this Agreement and bound by the provisions hereof as if he were an original signatory to it and the Manager shall manage such interest pursuant to the provisions of this Agreement as the nature of such interest and the context of this agreement shall permit.

14. If any section, subsection, sentence, clause, phrase, or word of this Agreement shall be and is for any reason held or declared to be inoperative or void, such holding will not affect the remaining portions of this Agreement and it shall be construed to have been the intent of the parties hereto to agree without such inoperative or invalid part therein and the remainder of this Agreement after the exclusion of such parts shall be deemed and held to be valid as if such excluded parts had never been included therein.

15. IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT THE ASSOCIATIONS SHALL BE RESPONSIBLE FOR THE REFURBISHING, ALTERATIONS, ADDITIONS, BETTERMENTS, RENOVATION, RESTORATION AND REPLACEMENT OF THE CONDOMINIUM APARTMENT BUILDING AND ITS RELATED FACILITIES (COMMON ELEMENTS AND/OR COMMON ELEMENTS IN COMMON WITH OTHER CONDOMINIUMS), INCLUDING BUT NOT LIMITED TO THE EQUIPMENT OR PERSONAL PROPERTY OF SAME WHICH BECOMES DEFECTIVE OR OBSOLETE FOR ANY REASON WHATSOEVER.

16. Payments and/or assessments required under this agreement are due and are to be paid in advance on the first day of each month or quarter. If they are five (5) or more days late, the condominium apartment owner is subject to a late charge of TEN DOLLARS (\$10.00). All payments on account shall be first applied to the late charges and then to the payment and/or assessment payment first due. If any installment of a payment and/or assessment is not paid on or before thirty (30) days after the same shall become due, then the Maintenance Contractor may declare the entire payment and/or assessment for the remaining calendar year as to the delinquent condominium apartment owner then due and payable in full forthwith, and in that event the delinquent condominium apartment owner and/or owners and/or Associations will be responsible to Manager for reasonable attorney's fees.

17. The Associations to this agreement may terminate same by a vote of seventy-five per cent (75%) of the Board of Directors of both Associations and by not less than seventy-five per cent (75%) of the members of both Associations, and in that event, the Associations shall give written notice by Certified Mail, return receipt requested, to the Maintenance Contractor and thirty (30) days after receipt by the Maintenance Contractor of said notice, this agreement shall terminate and all parties hereto shall be released from all obligations hereunder.

The Maintenance Contractor shall have the right to terminate this agreement at any time and for any reason whatsoever and, in that event, the Maintenance Contractor shall give written notice by Certified Mail, return receipt requested, to the Associations and thirty (30) days after receipt by the Associations of said notice, this agreement shall terminate and all parties hereto shall be released from all obligations hereunder.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the

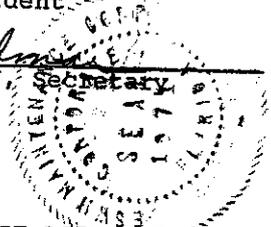
day and year first above written.

ESWH MAINTENANCE CORP.

By *Gladys Goldman*
GLADYS GOLDMAN, President

Attest *Morton J. Goldman*
MORTON J. GOLDMAN, Secretary

CORPORATE SEAL

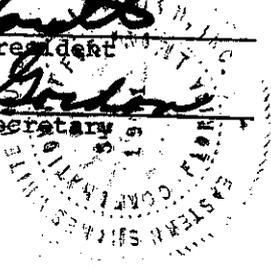


EASTERN SHORES WHITE HOUSE ASSOCIATION, INC.

By *Raphael Steinhardt*
RAPHAEL STEINHARDT, President

Attest *Jean C. Gordon*
JEAN C. GORDON, Secretary

CORPORATE SEAL



EASTERN SHORES WHITE HOUSE INTERCON, INC.

By *Raphael Steinhardt*
RAPHAEL STEINHARDT, President

Attest *Jean C. Gordon*
JEAN C. GORDON, Secretary

CORPORATE SEAL

