

EXHIBIT "A"

**PLAZA 57, A COMMERCIAL CONDOMINIUM**

UNIT OWNERS UNDIVIDED SHARE IN THE COMMON ELEMENTS  
AND PERCENTAGE OF SHARING COMMON EXPENSES  
AND OWNING COMMON SURPLUS

EXHIBIT "A"

**PLAZA 57, A COMMERCIAL CONDOMINIUM**

UNIT OWNERS UNDIVIDED SHARE IN THE COMMON ELEMENTS  
AND PERCENTAGE OF SHARING COMMON EXPENSES  
AND OWNING COMMON SURPLUS

**EXHIBIT "A"**  
**TO**  
**DECLARATION OF CONDOMINIUM**

<u>GROUND LEVEL RETAIL UNIT NUMBERS</u>	<u>PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS</u>	<u>GROUND LEVEL RETAIL UNIT NUMBERS</u>	<u>PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS</u>
1001	0.00407	1042	0.00244
1002	0.00334	1043	0.00311
1003	0.00334	1044	0.00314
1004	0.00334	1045	0.00247
1005	0.00405	1046	0.00247
1006	0.00272	1047	0.00258
1007	0.00247	1048	0.00230
1008	0.00247	1049	0.00234
1009	0.00247	1050	0.00158
1010	0.00247	1051	0.00230
1011	0.00296	1052	0.00234
1012	0.00240	1053	0.00179
1013	0.00247	1054	0.00365
1014	0.00247	1055	0.00359
1015	0.00247	1056	0.00247
1016	0.00247	1057	0.00247
1017	0.00258	1058	0.00258
1018	0.00258	1059	0.00258
1019	0.00247	1060	0.00247
1020	0.00247	1061	0.00247
1021	0.00247	1062	0.00247
1022	0.00244	1063	0.00244
1023	0.00244	1064	0.00244
1024	0.00247	1065	0.00247
1025	0.00247	1066	0.00247
1026	0.00247	1067	0.00247
1027	0.00258	1068	0.00258
1028	0.00258	1069	0.00258
1029	0.00247	1070	0.00247
1030	0.00247	1071	0.00247
1031	0.00247	1072	0.00247
1032	0.00244	1073	0.00247
1033	0.00244	1074	0.00240
1034	0.00247	1075	0.00296
1035	0.00247	1076	0.00247
1036	0.00247	1077	0.00247
1037	0.00258	1078	0.00247
1038	0.00258	1079	0.00247
1039	0.00247	1080	0.00272
1040	0.00247	1081	0.00405
1041	0.00247	1082	0.00334
		1083	0.00334
		1084	0.00334
		1085	0.00407
		Sub Total	0.22529

EXHIBIT "A"  
TO  
DECLARATION OF CONDOMINIUM

<u>SECOND LEVEL PARKING UNIT NUMBERS</u>	<u>PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS</u>	<u>SECOND LEVEL PARKING UNIT NUMBERS</u>	<u>PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS</u>
1	0.000222	41	0.000222
2	0.000222	42	0.000222
3	0.000222	43	0.000222
4	0.000222	44	0.000222
5	0.000222	45	0.000222
6	0.000222	46	0.000222
7	0.000222	47	0.000222
8	0.000222	48	0.000222
9	0.000222	49	0.000222
10	0.000222	50	0.000222
11	0.000222	51	0.000222
12	0.000222	52	0.000222
13	0.000222	53	0.000222
14	0.000222	54	0.000222
15	0.000222	55	0.000222
16	0.000222	56	0.000222
17	0.000222	57	0.000222
18	0.000222	58	0.000222
19	0.000222	59	0.000222
20	0.000222	60	0.000222
21	0.000222	61	0.000222
22	0.000222	62	0.000222
23	0.000222	63	0.000222
24	0.000222	64	0.000222
25	0.000222	65	0.000222
26	0.000222	66	0.000222
27	0.000222	67	0.000222
28	0.000222	68	0.000222
29	0.000222	69	0.000222
30	0.000222	70	0.000222
31	0.000222	71	0.000222
32	0.000222	72	0.000222
33	0.000222	73	0.000222
34	0.000222	74	0.000222
35	0.000222	75	0.000222
36	0.000222	76	0.000222
37	0.000222	77	0.000222
38	0.000222	78	0.000222
39	0.000222	79	0.000222
40	0.000222	80	0.000222
		81	0.000222
		82	0.000222
		83	0.000222
		84	0.000222
		85	0.000222
		86	0.000222
		87	0.000222
		88	0.000222
		89	0.000222
			<u>0.000222</u>
		Sub Total	0.019778

EXHIBIT "A"  
TO  
DECLARATION OF CONDOMINIUM

<u>THIRD LEVEL PARKING UNIT NUMBERS</u>	<u>PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS</u>	<u>THIRD LEVEL PARKING UNIT NUMBERS</u>	<u>PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS</u>
90	0.000222	130	0.000222
91	0.000222	131	0.000222
92	0.000222	132	0.000222
93	0.000222	133	0.000222
94	0.000222	134	0.000222
95	0.000222	135	0.000222
96	0.000222	136	0.000222
97	0.000222	137	0.000222
98	0.000222	138	0.000222
99	0.000222	139	0.000222
100	0.000222	140	0.000222
101	0.000222	141	0.000222
102	0.000222	142	0.000222
103	0.000222	143	0.000222
104	0.000222	144	0.000222
105	0.000222	145	0.000222
106	0.000222	146	0.000222
107	0.000222	147	0.000222
108	0.000222	148	0.000222
109	0.000222	149	0.000222
110	0.000222	150	0.000222
111	0.000222	151	0.000222
112	0.000222	152	0.000222
113	0.000222	153	0.000222
114	0.000222	154	0.000222
115	0.000222	155	0.000222
116	0.000222	156	0.000222
117	0.000222	157	0.000222
118	0.000222	158	0.000222
119	0.000222	159	0.000222
120	0.000222	160	0.000222
121	0.000222	161	0.000222
122	0.000222	162	0.000222
123	0.000222	163	0.000222
124	0.000222	164	0.000222
125	0.000222	165	0.000222
126	0.000222	166	0.000222
127	0.000222	167	0.000222
128	0.000222	168	0.000222
129	0.000222	169	0.000222
		170	0.000222
		171	0.000222
		172	0.000222
		173	0.000222
		174	0.000222
		175	0.000222
		176	0.000222
		177	0.000222
		178	0.000222
		179	0.000222
		180	0.000222
		Sub Total	<u>0.020222</u>

**EXHIBIT "A"**  
**TO**  
**DECLARATION OF CONDOMINIUM**

<u>FOURTH LEVEL</u> <u>OFFICE UNIT NUMBERS</u>	<u>PERCENTAGE OF UNDIVIDED</u> <u>INTEREST IN COMMON ELEMENTS</u>	<u>FOURTH LEVEL</u> <u>OFFICE UNIT NUMBERS</u>	<u>PERCENTAGE OF UNDIVIDED</u> <u>INTEREST IN COMMON ELEMENTS</u>
4001	0.00370	4043	0.00247
4002	0.00349	4044	0.00296
4003	0.00349	4045	0.00296
4004	0.00349	4046	0.00247
4005	0.00510	4047	0.00247
4006	0.00360	4048	0.00247
4007	0.00247	4049	0.00332
4008	0.00247	4050	0.00329
4009	0.00247	4051	0.00250
4010	0.00267	4052	0.00247
4011	0.00267	4053	0.00247
4012	0.00242	4054	0.00296
4013	0.00242	4055	0.00296
4014	0.00242	4056	0.00247
4015	0.00280	4057	0.00339
4016	0.00114	4058	0.00379
4017	0.00428	4059	0.00247
4018	0.00349	4060	0.00313
4019	0.00349	4061	0.00247
4020	0.00349	4062	0.00247
4021	0.00349	4063	0.00247
4022	0.00421	4064	0.00204
4023	0.00273	4065	0.00209
4024	0.00247	4066	0.00247
4025	0.00247	4067	0.00247
4026	0.00247	4068	0.00265
4027	0.00263	4069	0.00245
4028	0.00242	4070	0.00229
4029	0.00158	4071	0.00229
4030	0.00104	4072	0.00193
4031	0.00247	4073	0.00504
4032	0.00247	4074	0.00283
4033	0.00247	4075	0.00265
4034	0.00296	4076	0.00265
4035	0.00296	4077	0.00318
4036	0.00247	4078	0.00296
4037	0.00247	4079	0.00247
4038	0.00247	4080	0.00247
4039	0.00321	4081	0.00328
4040	0.00321	4082	0.00308
4041	0.00247	4083	0.00244
4042	0.00247	4084	0.00247
		4085	0.00296
		4086	0.00296
		4087	0.00247
		4088	0.00244
		4089	0.00244
		4090	0.00247
		4091	0.00273
		4092	0.00421
		4093	0.00349
		4094	0.00349
		Sub Total	0.26342

**EXHIBIT "A"**  
**TO**  
**DECLARATION OF CONDOMINIUM**

**FOURTH LEVEL**  
**PARKING UNIT NUMBERS**

**PERCENTAGE OF UNDIVIDED**  
**INTEREST IN COMMON ELEMENTS**

181	0.000222
182	0.000222
183	0.000222
184	0.000222
185	0.000222
186	0.000222
187	0.000222
188	0.000222
189	0.000222
190	0.000222
191	0.000222
192	0.000222
193	0.000222
194	0.000222
195	0.000222
196	0.000222
197	0.000222
198	0.000222
199	0.000222
200	0.000222
201	0.000222
202	0.000222
203	0.000222
204	0.000222
205	0.000222
206	0.000222
207	0.000222
208	0.000222
209	0.000222
210	0.000222
211	0.000222
212	0.000222
213	0.000222
214	0.000222
215	0.000222
216	0.000222
217	0.000222
218	0.000222
219	0.000222
220	0.000222
221	0.000222
222	0.000222
223	0.000222
224	0.000222

Sub Total 0.009778

**EXHIBIT "A"**  
**TO**  
**DECLARATION OF CONDOMINIUM**

<u>FIFTH LEVEL</u> <u>OFFICE UNIT NUMBERS</u>	<u>PERCENTAGE OF UNDIVIDED</u> <u>INTEREST IN COMMON ELEMENTS</u>	<u>FIFTH LEVEL</u> <u>OFFICE UNIT NUMBERS</u>	<u>PERCENTAGE OF UNDIVIDED</u> <u>INTEREST IN COMMON ELEMENTS</u>
5001	0.00418	5055	0.00247
5002	0.00339	5056	0.00247
5003	0.00275	5057	0.00219
5004	0.00191	5058	0.00224
5005	0.00234	5059	0.00247
5006	0.00306	5060	0.00247
5007	0.00247	5061	0.00247
5008	0.00247	5062	0.00247
5009	0.00247	5063	0.00290
5010	0.00290	5064	0.00290
5011	0.00290	5065	0.00247
5012	0.00247	5066	0.00247
5013	0.00247	5067	0.00247
5014	0.00247	5068	0.00247
5015	0.00262	5069	0.00224
5016	0.00247	5070	0.00344
5017	0.00247	5071	0.00360
5018	0.00247	5072	0.00247
5019	0.00290	5073	0.00247
5020	0.00290	5074	0.00247
5021	0.00247	5075	0.00290
5022	0.00247	5076	0.00290
5023	0.00247	5077	0.00247
5024	0.00360	5078	0.00247
5025	0.00344	5079	0.00247
5026	0.00224	5080	0.00262
5027	0.00247	5081	0.00247
5028	0.00247	5082	0.00247
5029	0.00247	5083	0.00247
5030	0.00247	5084	0.00290
5031	0.00290	5085	0.00290
5032	0.00290	5086	0.00247
5033	0.00247	5087	0.00247
5034	0.00247	5088	0.00247
5035	0.00247	5089	0.00306
5036	0.00247	5090	0.00234
5037	0.00224	5091	0.00191
5038	0.00242	5092	0.00275
5039	0.00247	5093	0.00339
5040	0.00247	5094	0.00418
5041	0.00290	5095	0.00331
5042	0.00290	5096	0.00191
5043	0.00247	5097	0.00191
5044	0.00247	5098	0.00188
5045	0.00242	5099	0.00395
5046	0.00224	5100	0.00402
5047	0.00247	5101	0.00263
5048	0.00247	5102	0.00247
5049	0.00247	5103	0.00247
5050	0.00247	5104	0.00247
5051	0.00290	5105	0.00454
5052	0.00290	5106	0.00354
5053	0.00247	5107	0.00247
5054	0.00247	5108	0.00247
		5109	0.00263
		5110	0.00263
		5111	0.00247
		5112	0.00247

**EXHIBIT "A"  
TO  
DECLARATION OF CONDOMINIUM**

**FIFTH LEVEL OFFICE  
UNIT NUMBERS CONT.**

**PERCENTAGE OF UNDIVIDED  
INTEREST IN COMMON ELEMENTS**

5113	0.00306
5114	0.00306
5115	0.00247
5116	0.00247
5117	0.00263
5118	0.00263
5119	0.00247
5120	0.00247
5121	0.00354
5122	0.00189
5123	0.00370
5124	0.00370
5125	0.00370
5126	0.00346
5127	0.00115
5128	0.00123
5129	0.00123
5130	0.00123
5131	0.00247
5132	0.00247
5133	0.00247
5134	0.00230
5135	0.00263
5136	0.00247
5137	0.00247
5138	0.00356
5139	0.00356
5140	0.00247
5141	0.00247
5142	0.00263
5143	0.00263
5144	0.00247
5145	0.00247
5146	0.00356
5147	0.00356
5148	0.00247
5149	0.00247
5150	0.00263
5151	0.00263
5152	0.00247
5153	0.00247
5154	0.00356
5155	0.00356
5156	0.00247
5157	0.00247
5158	0.00263
5159	0.00263
5160	0.00247
5161	0.00247
5162	0.00183
5163	0.00454
5164	0.00247
5165	0.00247
5166	0.00247
5167	0.00263
5168	0.00402
5169	0.00395
5170	0.00188
5171	0.00191
5172	0.00191
5173	0.00331
	<u>0.46129</u>

Sub Total

**EXHIBIT "A"**  
**TO**  
**DECLARATION OF CONDOMINIUM**

**PARKING ATTENDANT**  
**UNIT NUMBER**

**PERCENTAGE OF UNDIVIDED**  
**INTEREST IN COMMON ELEMENTS**

PA1

0.0002222

Totals

100%

EXHIBIT "B"

**PLAZA 57, A COMMERCIAL CONDOMINIUM**

LEGAL DESCRIPTION, SURVEY, AFFIDAVIT OF SURVEYOR  
AS TO CERTIFICATE OF SUBSTANTIAL  
COMPLETION, PLOT PLAN, FLOOR PLANS AND  
GRAPHIC DESCRIPTION

LOTS 70 AND 71, AND LOTS 72, 73 AND 74, LESS THE WEST 5  
FEET THEREOF, AS RECORDED IN PLAT BOOK 3, AT PAGE  
198, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY,  
FLORIDA.

**EXHIBIT "B"**

**OF THE  
DECLARATION OF CONDOMINIUM  
FOR**

**PLAZA 57,**

**A COMMERCIAL CONDOMINIUM**

**7300 S.W. 57<sup>th</sup> COURT**

**SOUTH MIAMI, FLORIDA 33143**

**PREPARED BY:**

**A. R. TOUSSAINT & ASSOCIATES, INC.  
LAND SURVEYORS  
620 N.E. 126 STREET, NORTH MIAMI, FLORIDA 33161  
TEL: (305) 891-7340 FAX: (305) 893-0325**

**ORDER NO. 13202**

**DATE: MARCH 30, 2005**

## SHEET INDEX

SHEET 1	:	COVER SHEET
SHEET 2	:	SHEET INDEX
SHEET 3	:	LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY
SHEET 4	:	LOCATION SKETCH
SHEET 5	:	SKETCH OF PROPERTY BOUNDARY
SHEET 6	:	SURVEYOR'S CERTIFICATION
SHEET 7	:	SURVEYOR'S NOTES
SHEET 8	:	GROUND LEVEL RETAIL UNIT PLAN
SHEET 9	:	DETAIL PARKING ATTENDANT UNIT
SHEET 10	:	DETAIL SERVICE AREA
SHEET 11	:	DETAIL RETAIL UNITS – GROUND LEVEL – NORTH HALF
SHEET 12	:	DETAIL RETAIL UNITS – GROUND LEVEL – SOUTH HALF
SHEET 13	:	SECOND LEVEL PARKING PLAN
SHEET 14	:	THIRD LEVEL PARKING PLAN
SHEET 15	:	FOURTH LEVEL PARKING AND OFFICE PLAN
SHEET 16	:	DETAIL NORTH HALF FOURTH LEVEL PARKING AND OFFICE PLAN
SHEET 16A	:	DETAIL UNITS 4015 AND 4030
SHEET 17	:	DETAIL SOUTH HALF FOURTH LEVEL PARKING AND OFFICE PLAN
SHEET 17A	:	DETAIL UNITS 4074, 4082 AND 4083
SHEET 18	:	FIFTH LEVEL OFFICE PLAN
SHEET 19	:	DETAIL NORTH HALF FIFTH LEVEL OFFICE PLAN
SHEET 19A	:	DETAIL UNITS 5014, 5015, 5016 AND 5162
SHEET 20	:	DETAIL SOUTH HALF FIFTH LEVEL OFFICE PLAN
SHEET 20A	:	DETAIL UNITS 5099, 5113 AND 5114
SHEET 21	:	ROOF PLAN
SHEET 22	:	FLOOR ELEVATION INFORMATION
SHEET 23	:	S.W. 74 <sup>th</sup> STREET ELEVATION
SHEET 24	:	S.W. 57 <sup>th</sup> COURT ELEVATION
SHEET 25	:	S.W. 73 <sup>rd</sup> STREET ELEVATION
SHEET 26	:	ALLEY ELEVATION

## **CONDOMINIUM PROPERTY**

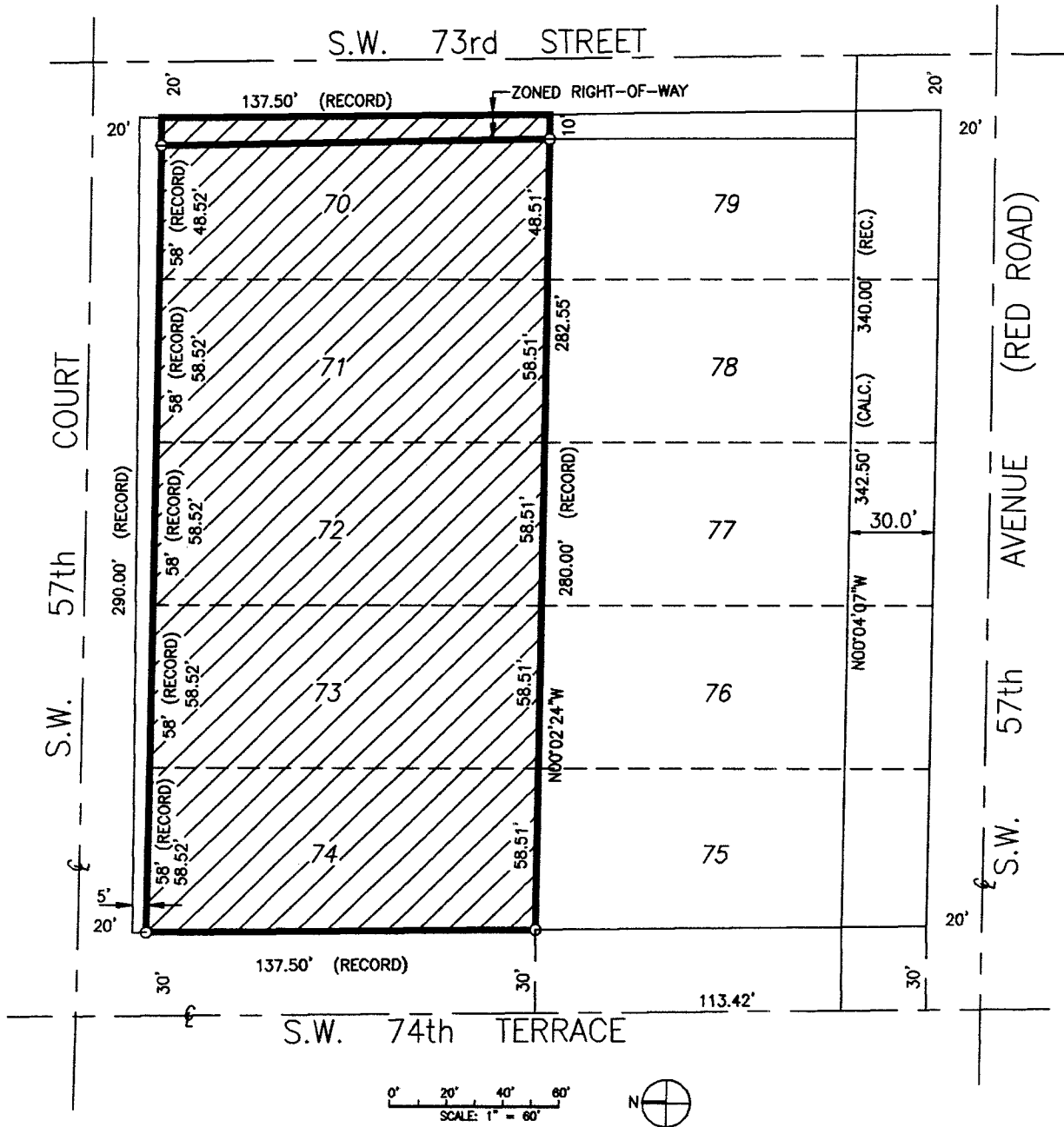
### **LEGAL DESCRIPTION:**

LOTS 70 THRU 74, INCLUSIVE, OF "W. A. LARKIN'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3 AT PAGE 198 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; LESS AND EXCEPT THE WEST 5.0 FEET THEREOF, DEDICATED FOR ROAD RIGHT OF WAY.

LYING AND BEING IN SECTION 36, TOWNSHIP 54 SOUTH, RANGE 40 EAST AND SITUATED IN THE CITY OF SOUTH MIAMI, FLORIDA.

CONTAINS 40,529 SQUARE FEET OR ACRE OF LAND, MORE OR LESS.

**ZONING:** THIS PROPERTY IS ZONED "SR", WHICH IS "SPECIALTY RETAIL" DISTRICT. CITY OF SOUTH MIAMI ZONING DEPARTMENT.



### LOCATION SKETCH

"W.A. LARKIN'S SUB-DIVISION" (3-198)  
 A PORTION OF SECTION 36-54-40



## SURVEYOR'S CERTIFICATION

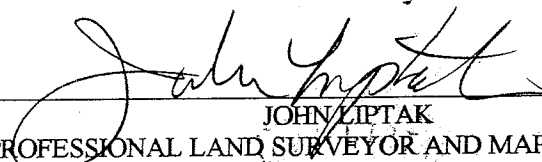
I, JOHN LIPTAK, BEING A PROFESSIONAL LAND SURVEYOR-MAPPER DULY AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THIS EXHIBIT "B" OF THE DECLARATION OF CONDOMINIUM FOR "PLAZA 57, A COMMERCIAL CONDOMINIUM", COMPRISED OF A FIVE STORY BUILDING IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

I HEREBY CERTIFY THAT THE MATERIAL COMPRISING THIS EXHIBIT "B", TOGETHER WITH PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE AS-BUILT LOCATION AND THE DIMENSIONS OF THE IMPROVEMENTS, THE IDENTIFICATION OF THE RETAIL UNITS, THE PARKING UNITS, THE OFFICE UNITS, THE LIMITED COMMON ELEMENTS AND THE COMMON ELEMENTS WITHIN THIS DESCRIBED PROPERTY ARE SUBSTANTIALLY COMPLETE AND CAN BE DETERMINED FROM THESE MATERIALS.

I FURTHER CERTIFY THAT THIS DOCUMENT WAS PREPARED TO COMPLY WITH REGULATIONS DESCRIBED IN CHAPTER 718 OF THE STATE OF FLORIDA STATUTES, THE CONDOMINIUM ACT AND THAT THIS ASBUILT SURVEY MEETS THE APPLICABLE MINIMUM TECHNICAL STANDARD REQUIREMENTS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS UNDER CHAPTER 61-G-17-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

CERTIFIED THIS 12<sup>th</sup> DAY OF APRIL 2005.

A. R. TOUSSAINT & ASSOCIATES, INC.  
LAND SURVEYORS  
620 N.E. 126 STREET, NORTH MIAMI, FLORIDA 33161  
TEL: (305) 891-7340 FAX: (305) 893-0325

  
\_\_\_\_\_  
JOHN LIPTAK  
PROFESSIONAL LAND SURVEYOR AND MAPPER NO. 5664  
STATE OF FLORIDA

## **SURVEYOR'S NOTES**

THE FOLLOWING STATEMENTS, DEFINITIONS AND/OR TERMINOLOGY ARE FULLY EXPLAINED IN EXHIBIT "A" OF THE DECLARATION OF CONDOMINIUM OF "PLAZA 57, A COMMERCIAL CONDOMINIUM".

SOME OF THE ATTACHED EXHIBITS WERE SUPPLIED AS A COURTESY BY CHANDLER AND ASSOCIATES, C/O MR JASON R. CHANDLER, A.I.A. LOCATED AT 5940 S.W. 73<sup>rd</sup> STREET, SUITE 206, SOUTH MIAMI, FLORIDA 33143 AND ARE USED AS BACKGROUND FOR THE ATTACHED PLANS. ALL DIMENSIONS SHOWN WERE FIELD VERIFIED BY A.R. TOUSSAINT AND ASSOCIATES.

**COMMON ELEMENTS:** (CE) MEANS PORTIONS OF CONDOMINIUM PROPERTY NOT INCLUDED IN THE RETAIL UNITS, THE PARKING UNITS, THE OFFICE UNITS AND/OR THE PARKING ATTENDANT UNIT. COMMON ELEMENTS ARE FOR THE COMMON USE OF ALL SAID UNIT OWNERS SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF CONDOMINIUM AND EXHIBITS THERETO.

**LIMITED COMMON ELEMENTS:** (LCE) MEANS COMMON ELEMENTS, WHICH ARE RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS, TO THE EXCLUSION OF OTHER UNITS.

**RETAIL UNIT:** MEANS THOSE NUMBERED UNITS SHOWN ON GROUND LEVEL RETAIL UNIT PLAN, DESIGNATED FOR RETAIL OR COMMERCIAL USE.

**RETAIL SPACE:** MEANS ALL OF THE CONTIGUOUS RETAIL UNITS OWNED BY THE SAME OWNER WHICH UNITS LIE WITHIN THE BOUNDARIES OF THE SAME DIVIDER WALL.

**OFFICE UNIT:** MEANS THOSE NUMBERED UNITS SHOWN ON THE FOURTH AND FIFTH FLOOR PLANS THAT ARE DESIGNATED FOR OFFICE OR OTHER COMMERCIAL USE.

**OFFICE SPACE:** MEANS ALL OF THE CONTIGUOUS OFFICE UNITS LOCATED ON THE FOURTH AND FIFTH FLOORS, WHICH ARE OWNED BY THE SAME OWNER WHICH UNITS LIE WITHIN THE BOUNDARIES OF THE SAME DIVIDER WALL.

**PARKING UNIT:** MEANS THE NUMBERED PARKING SPACES, SHOWN ON SECOND, THIRD AND FOURTH LEVELS, DESIGNATED FOR THE USE OF THE PARKING UNIT OWNER, AND AS OTHERWISE PROVIDED IN THE DECLARATION OF CONDOMINIUM.

**PARKING ATTENDANT UNIT:** MEANS THE PARCEL, SHOWN ON DETAIL DRAWING WITHIN THIS EXHIBIT, LOCATED AT THE ENTRANCE OF THE PARKING GARAGE, ON THE GROUND LEVEL, USED FOR INGRESS AND EGRESS, SECURITY GATES OR ARMS, PARKING EQUIPMENT, AND FOR THE USE OF THE PARKING ATTENDANT, IF ANY.

## **SURVEYOR'S NOTES (CONTINUED)**

**SERVICE AREA:** MEANS THE PARCEL SHOWN ON DETAIL DRAWING WITHIN THIS EXHIBIT, LOCATED ON THE GROUND FLOOR, DESIGNATED AS COMMON ELEMENTS, PROVIDED, HOWEVER, THE DEVELOPER, IN ITS SOLE AND ABSOLUTE DISCRETION RESERVES THE RIGHT TO SUBDIVIDE AND ASSIGN ALL OR PORTIONS OF THE SERVICE AREA TO ONE OR MORE INDIVIDUAL UNIT OWNERS FOR THEIR EXCLUSIVE USE, THUS BECOMING LIMITED COMMON ELEMENTS TO SUCH UNIT OR UNITS.

**PARKING GARAGE:** MEANS THE PARKING AREAS WITHIN THE CONDOMINIUM BUILDING, CONSISTING OF NUMBERED PARKING UNITS, DRIVEWAYS, ELEVATORS, STAIRWELLS, CROSSWALKS AND UNIDENTIFIED SPACES ON THE SECOND, THIRD AND FOURTH FLOORS. ALL SUCH AREAS WITH THE EXCEPTION OF THE PARKING UNITS, WHICH ARE DESIGNATED AS RESERVED PARKING SPACES, ARE COMMON ELEMENTS.

**TERRACES AND BALCONIES:** ARE LIMITED COMMON ELEMENTS (LCE) RESERVED FOR THE USE OF A CERTAIN ASSIGNED CONDOMINIUM UNIT OR UNITS.

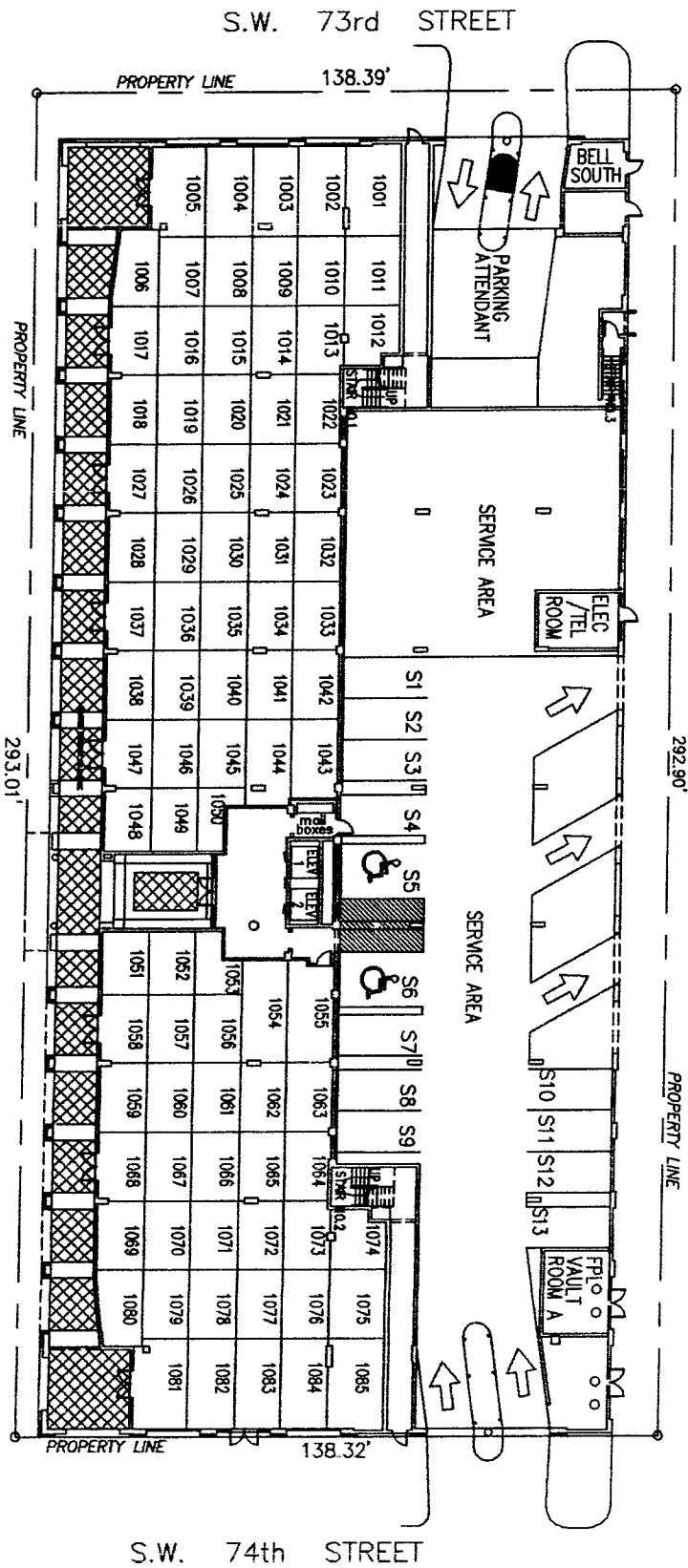
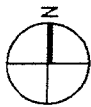
**ROOF AREA:** THE ROOF WILL CONTAIN AIR CONDITIONING EQUIPMENT, SOME OF WHICH SHALL BE DEEMED LIMITED COMMON ELEMENTS (LCE) FOR THE EXCLUSIVE USE OF THE UNIT OR UNITS SERVED THEREBY, AND SOME OF WHICH WILL BE DEEMED COMMON ELEMENTS FOR USE IN THE COMMON AREAS OF THE BUILDING.

**SIDEWALK AREA:** ARE COMMON ELEMENTS (CE) PROVIDED, HOWEVER THE DEVELOPER RESERVES THE RIGHT, FROM TIME TO TIME, TO ASSIGN ALL OR PORTIONS OF THE SIDEWALK AREA TO ONE OR MORE RETAIL UNIT OWNERS, FOR OUTDOOR SEATING PURPOSES, THUS BECOMING LIMITED COMMON ELEMENTS (LCE). THIS SIDEWALK AREA INCLUDES THE ARCADE OR COVERED PORTIONS THEREOF, ADJACENT TO THE RETAIL UNITS.

GROUND LEVEL RETAIL UNIT PLAN  
 RETAIL UNITS 1001 THRU 1085

S.W. 57th COURT

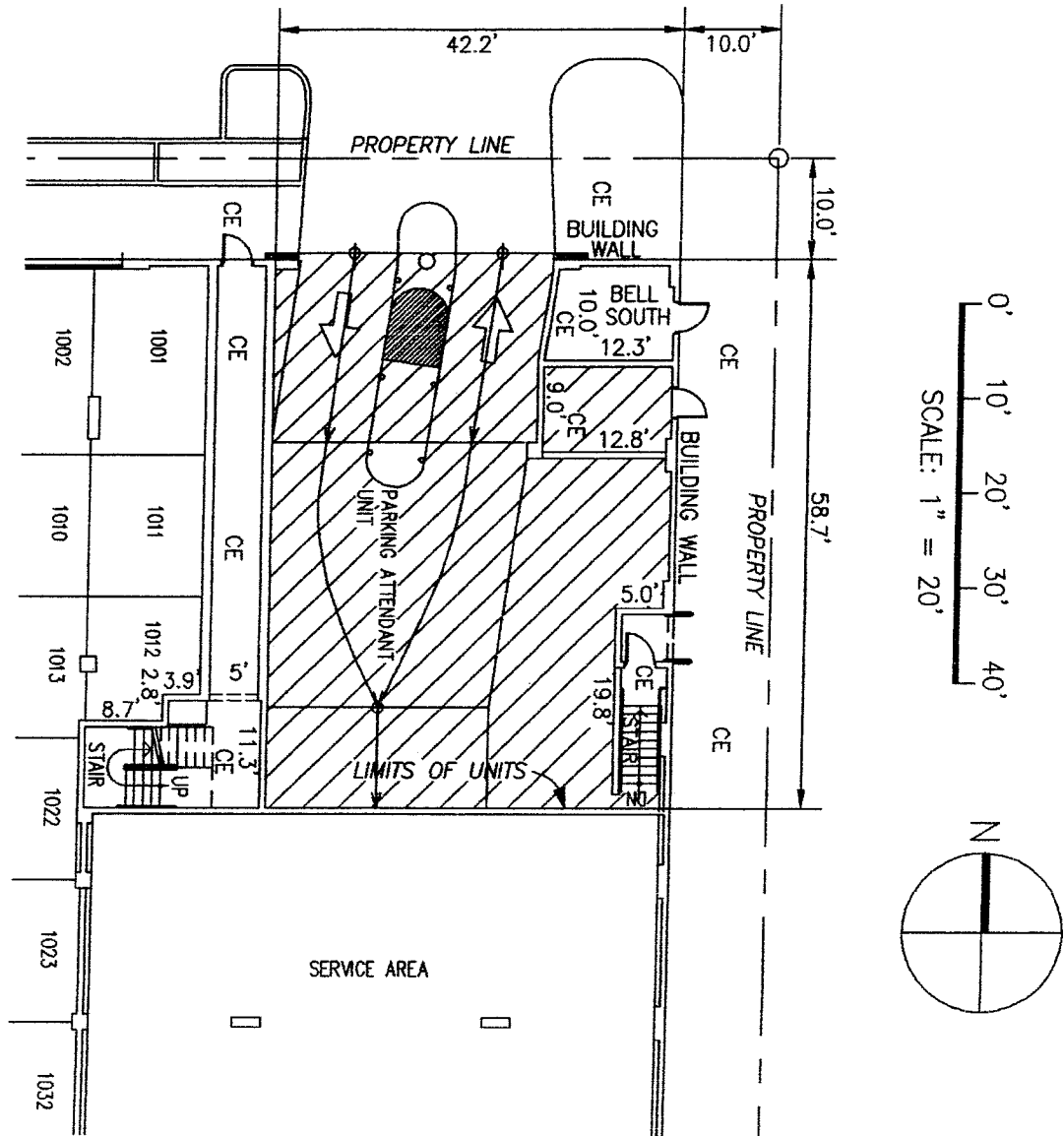
0' 10' 20' 30' 40'  
 SCALE: 1" = 40'



KEY SHEET  
 GROUND FLOOR

SHEET 8 OF 26

S.W. 73rd STREET



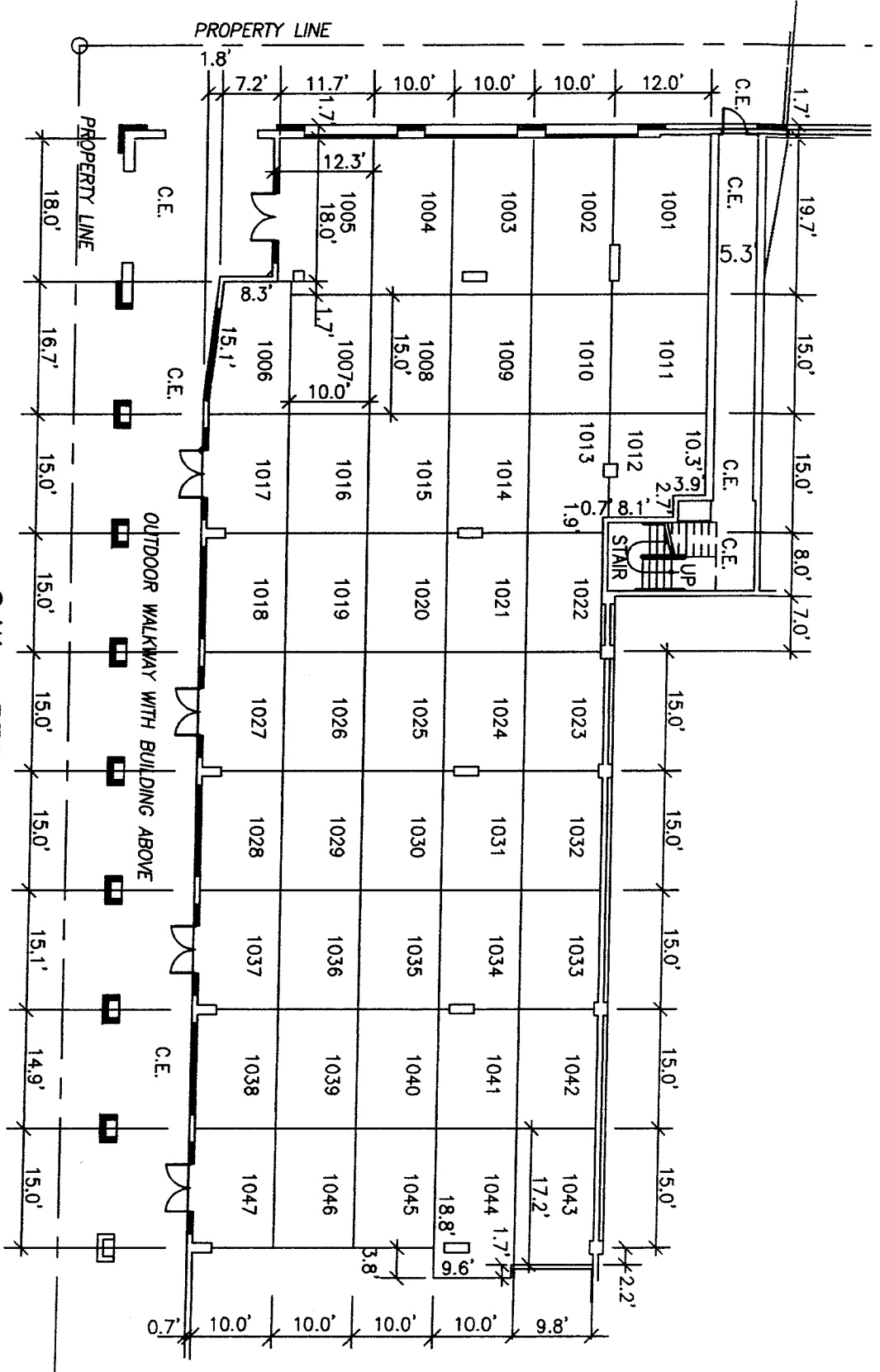
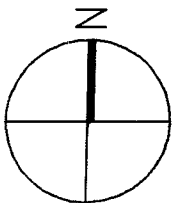
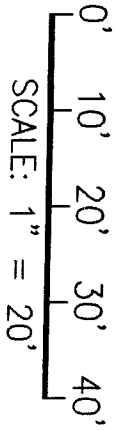
DETAIL PARKING ATTENDANT UNIT  
GROUND FLOOR



S.W. 73rd STREET

RETAIL UNITS 1001 THRU 1047

S.W. 57th COURT



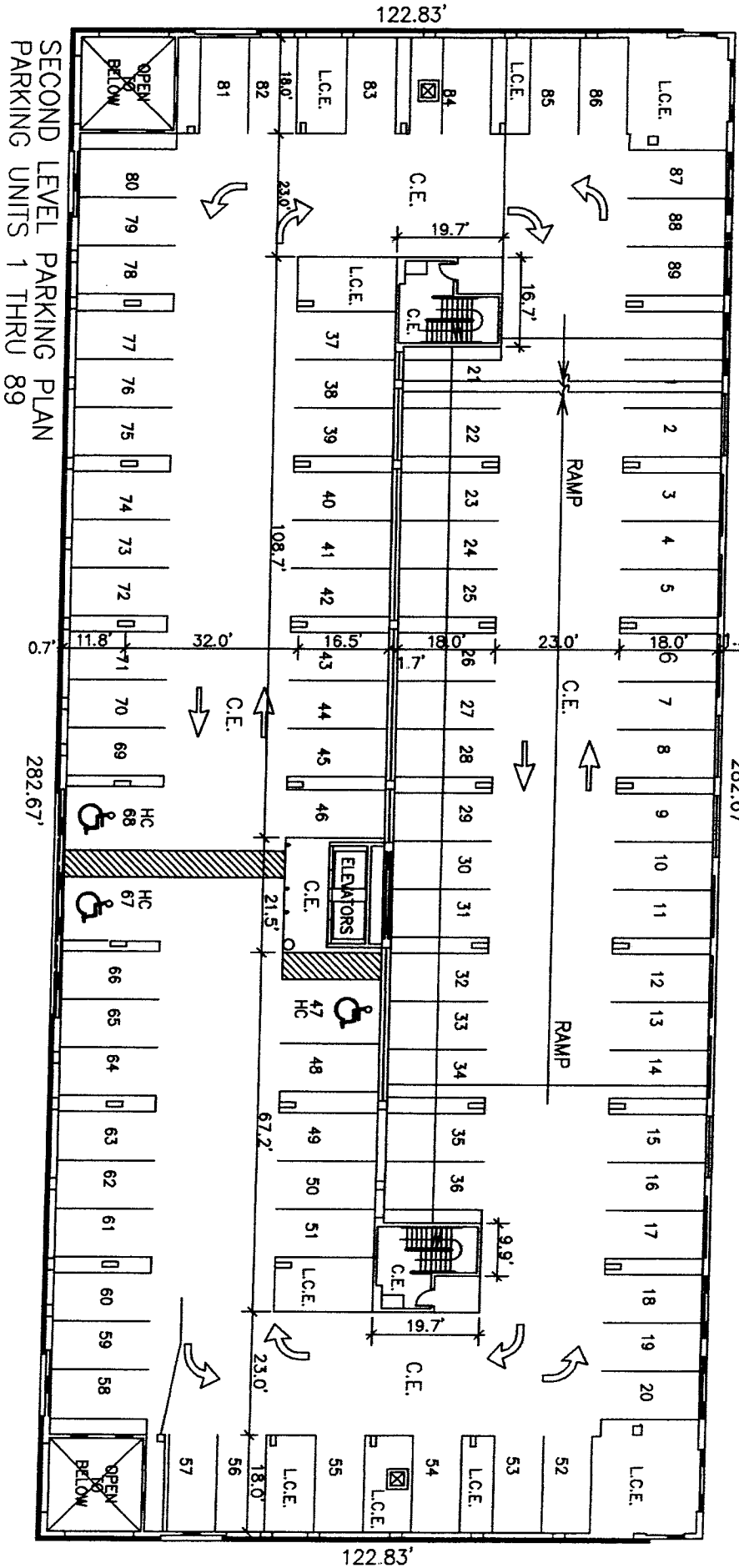


SURVEYOR'S NOTE:

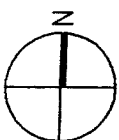
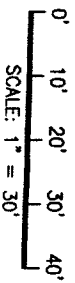
PARKING UNITS NO. 1-46, 48-66, INCLUSIVE, AND NO. 69 THRU 89, INCLUSIVE, ARE TYPICAL 9' X 18' PARKING SPACES 47, 67 AND 68 ARE HANDICAP PARKING SPACES ARE 12' X 18'. ALL PARKING UNITS 1 THRU 89, INCLUSIVE, ARE LIMITED COMMON ELEMENTS. THE REMAINING AREAS ON THIS SECOND LEVEL, CONSISTING OF DRIVEWAYS, ELEVATORS, STAIRWELLS, CROSSWALKS AND OTHER UNDEFINED AREAS, ARE COMMON ELEMENTS TO THE CONDOMINIUM.

HC INDICATES HANDICAP PARKING SPACE

L.C.E. INDICATES LIMITED COMMON ELEMENT TO PARKING ATTENDANT UNIT.



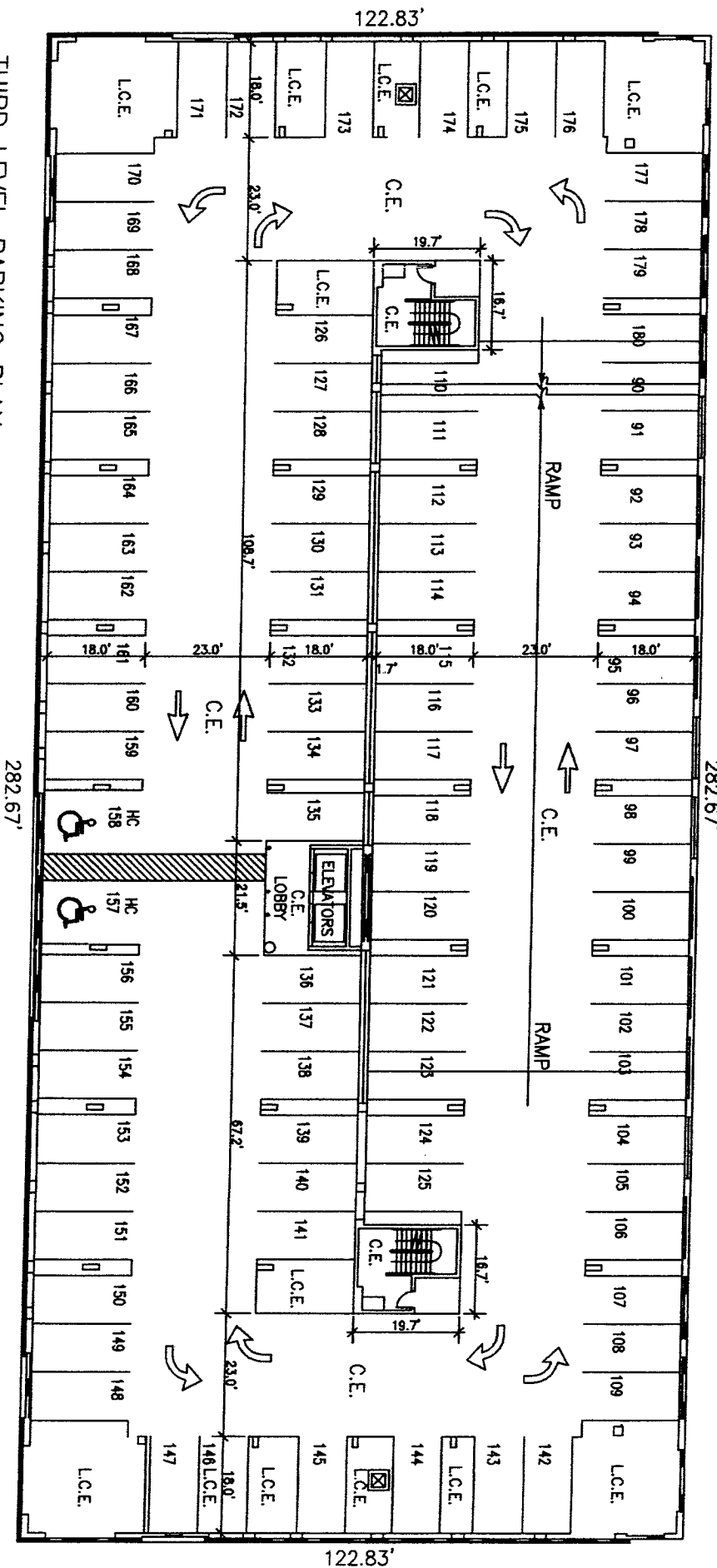
SECOND LEVEL PARKING PLAN  
PARKING UNITS 1 THRU 89



SURVEYOR'S NOTE:

PARKING UNITS NO. 90 THRU 156, INCLUSIVE, AND NO. 159 THRU 180, INCLUSIVE, ARE TYPICAL 9' X 18' PARKING SPACES 157 & 158 ARE HANDICAP PARKING SPACES ARE 12' X 18'. ALL PARKING UNITS 90 THRU 180, INCLUSIVE, ARE LIMITED COMMON ELEMENTS. THE REMAINING AREAS ON THIS THIRD LEVEL, CONSISTING OF DRIVEWAYS, ELEVATORS, STAIRWELLS, CROSSWALKS AND OTHER UNDEFINED AREAS, ARE COMMON ELEMENTS TO THE CONDOMINIUM. HC INDICATES HANDICAP PARKING SPACE  
 L.C.E. INDICATES LIMITED COMMON ELEMENTS TO THE PARKING ATTENDANT UNIT.

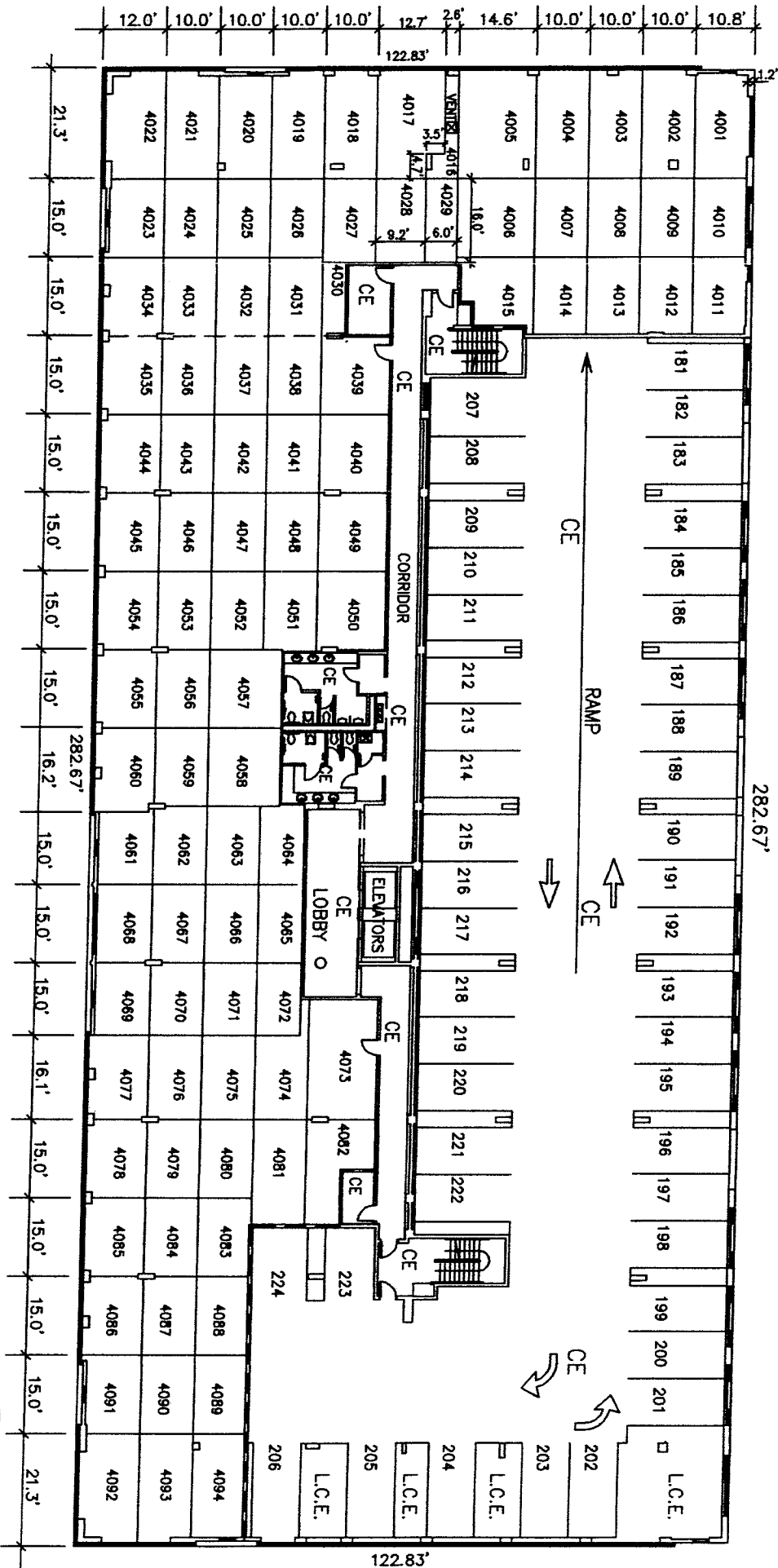
THIRD LEVEL PARKING PLAN  
 PARKING UNITS 90 THRU 180



SURVEYOR'S NOTE:

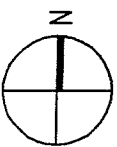
PARKING UNITS NO. 181 THRU 224, ARE TYPICAL 9' X 18' AND ARE LIMITED COMMON ELEMENTS. THE REMAINING AREAS ON THIS FOURTH LEVEL, CONSISTING OF DRIVEWAYS, ELEVATORS, STAIRWELLS, CROSSWALKS AND OTHER UNDEFINED AREAS, ARE COMMON ELEMENTS TO THE CONDOMINIUM.

L.C.E. INDICATES LIMITED COMMON ELEMENTS TO THE PARKING ATTENDANT UNIT.



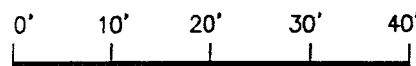
FOURTH LEVEL PARKING AND OFFICE PLAN  
 OFFICE UNITS 4001 THRU 4094  
 PARKING UNITS 181 THRU 224

0' 10' 20' 30' 40'  
 SCALE: 1" = 30'

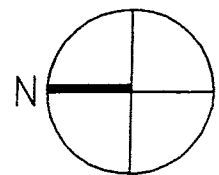


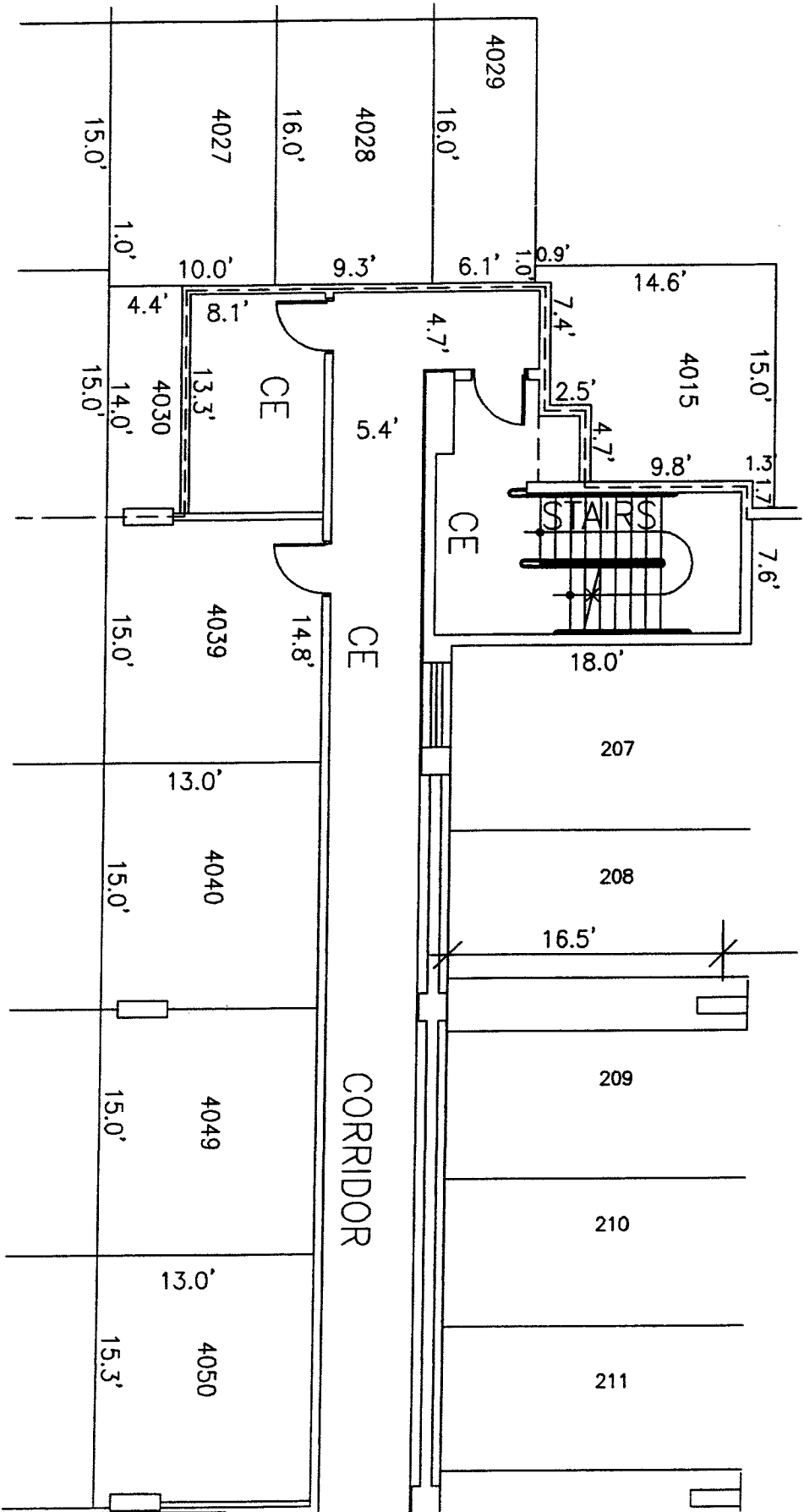
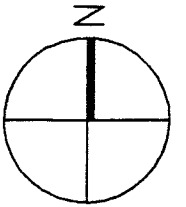


FOURTH LEVEL PARKING AND OFFICE PLAN



SCALE: 1" = 20'

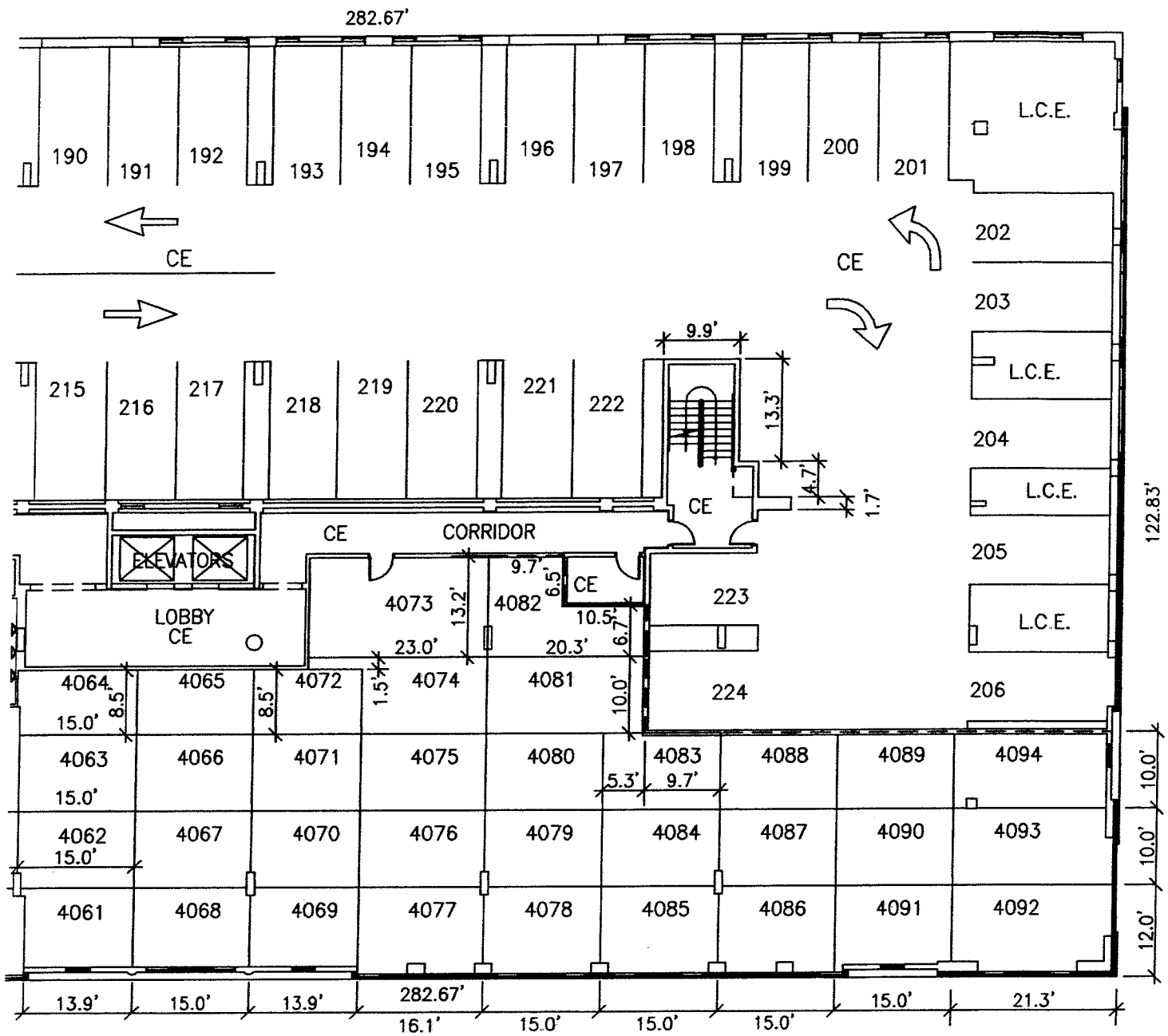




DETAIL:

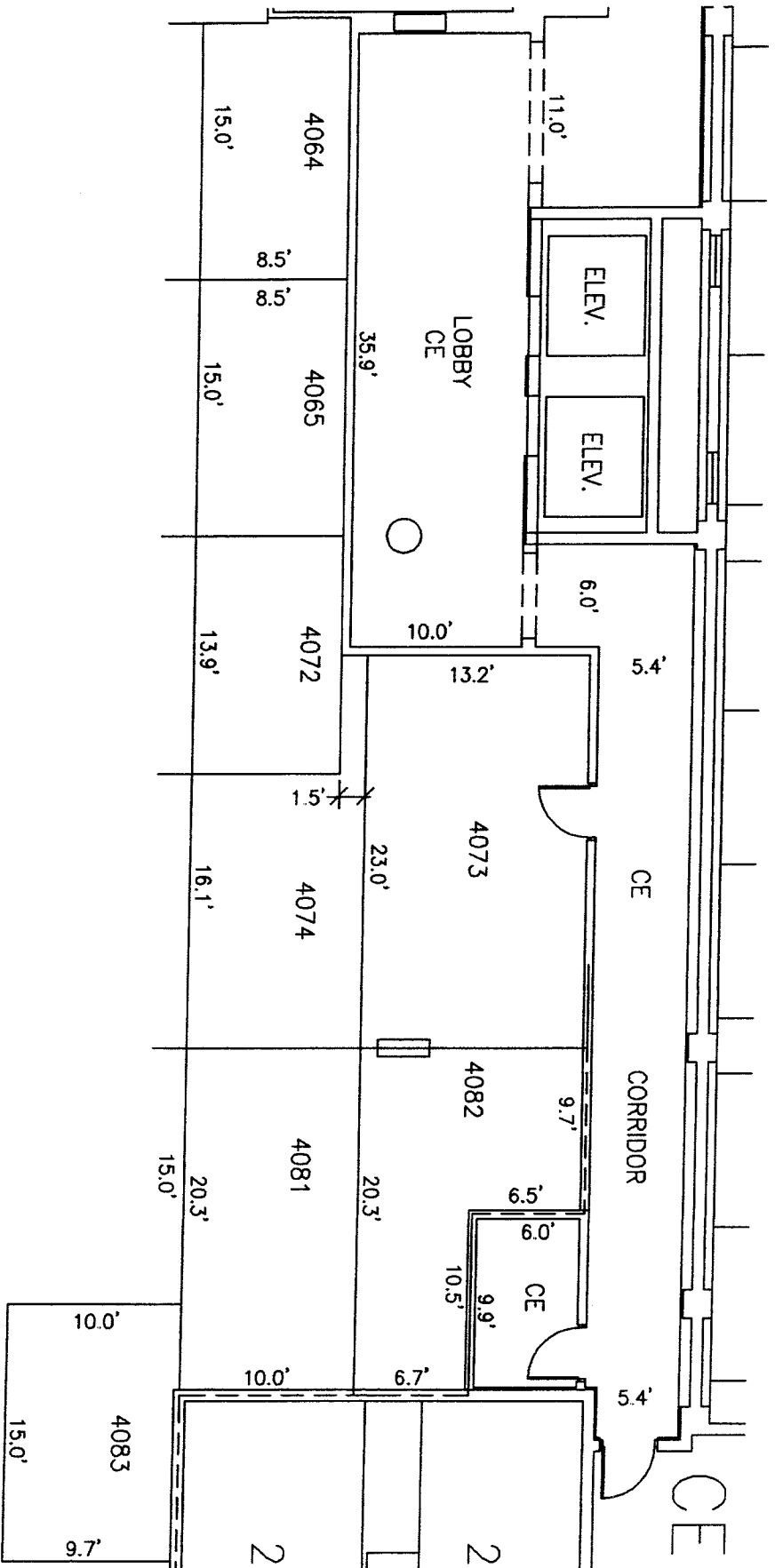
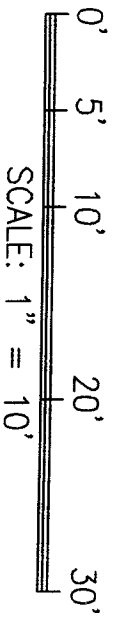
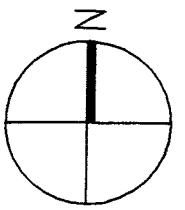
FOURTH LEVEL PARKING AND OFFICE PLAN

DETAIL NORTH FOURTH LEVEL  
PARKING & OFFICE PLAN



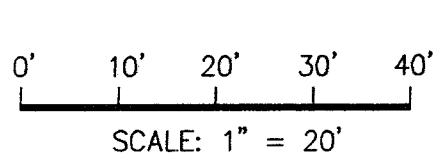
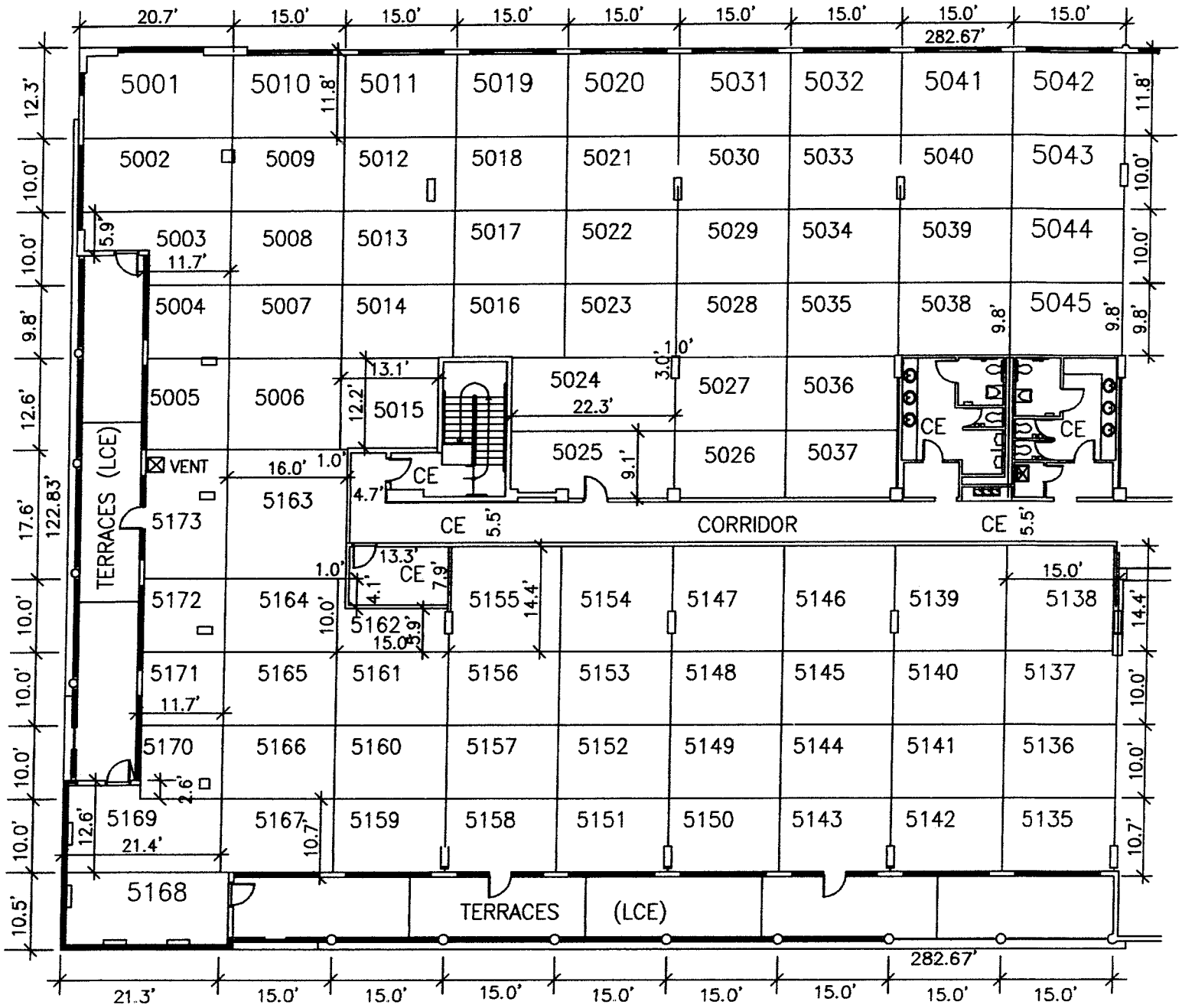
FOURTH LEVEL PARKING AND OFFICE PLAN

DETAIL SOUTH FOURTH LEVEL  
PARKING & OFFICE PLAN

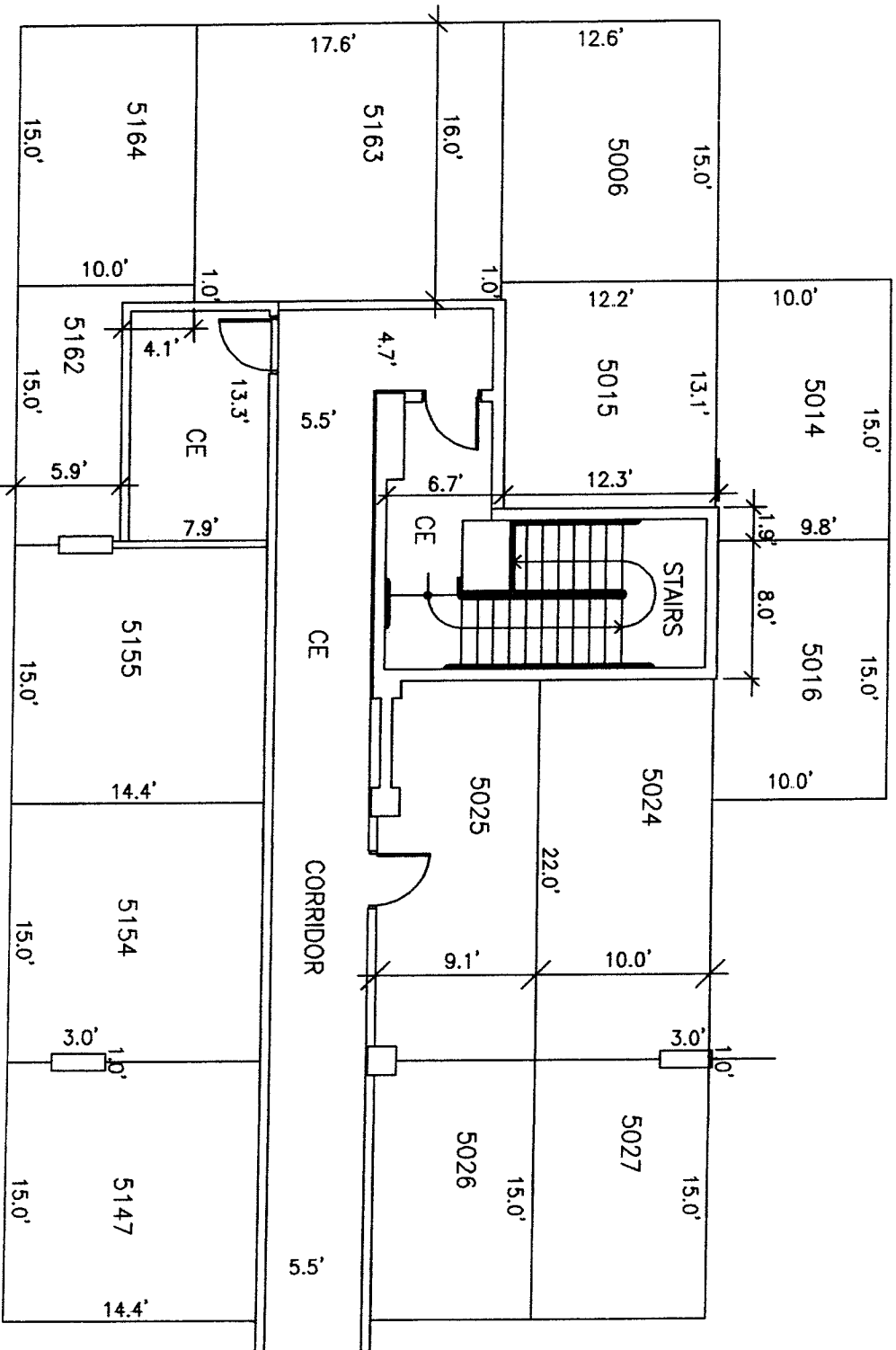
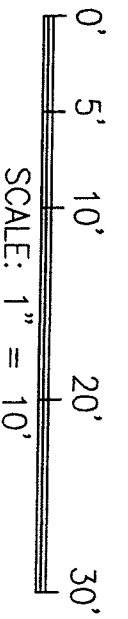
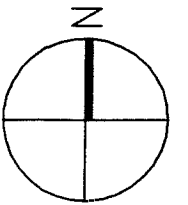


DETAIL:  
FOURTH LEVEL PARKING AND OFFICE PLAN  
DETAIL SOUTH FOURTH LEVEL  
PARKING & OFFICE PLAN



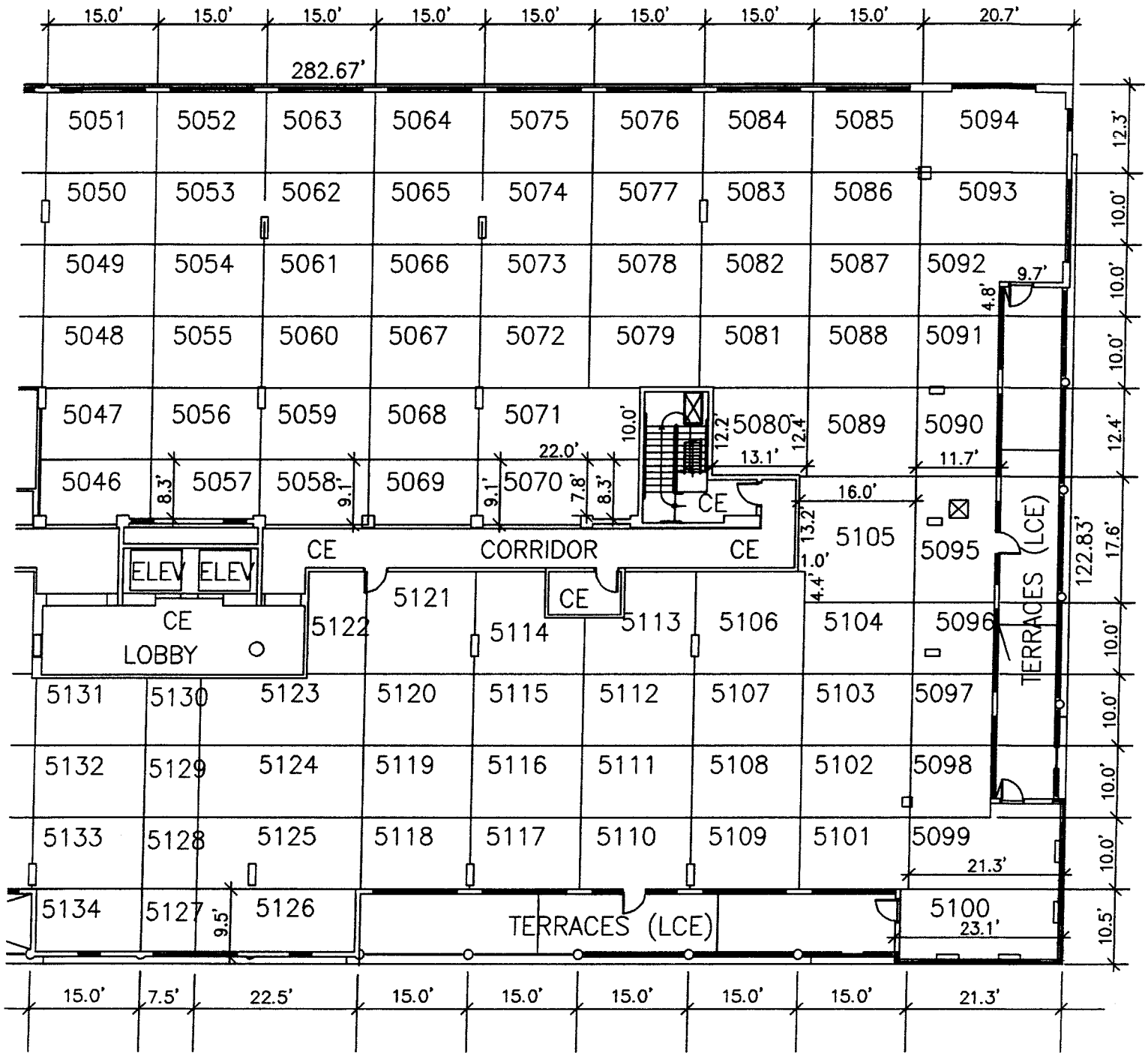


FIFTH LEVEL OFFICE PLAN

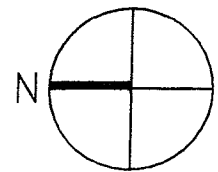
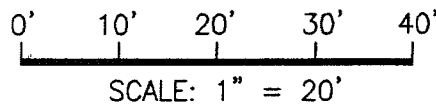


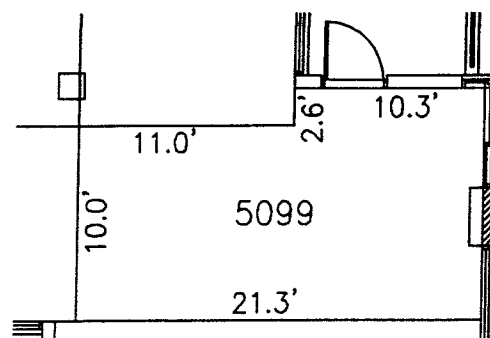
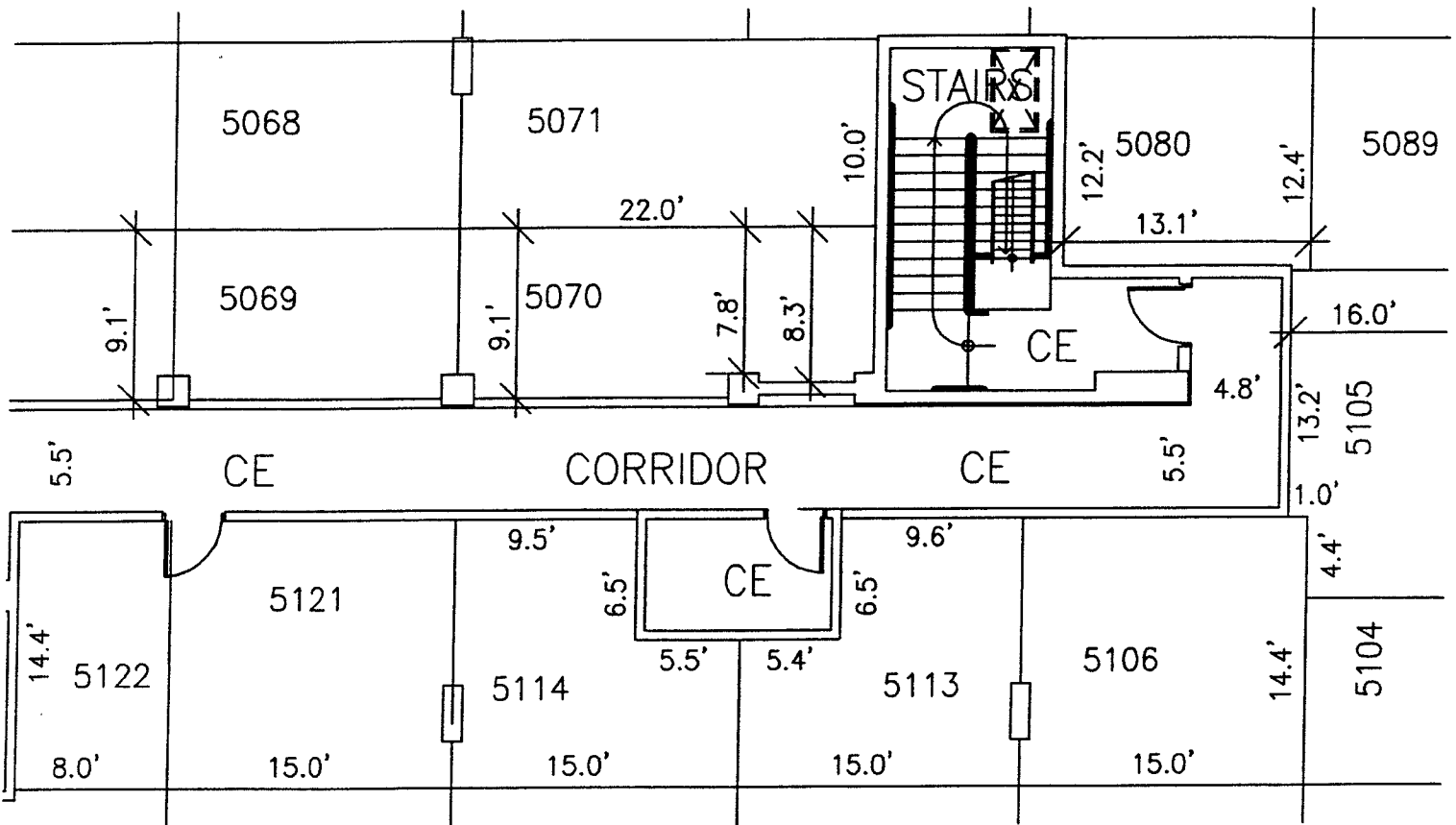
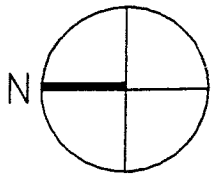
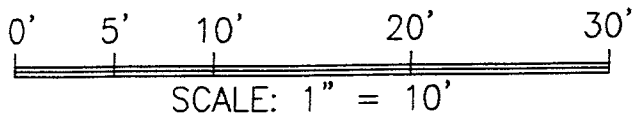
DETAIL SOUTH

DETAIL SOUTH FIFTH LEVEL OFFICE PLAN



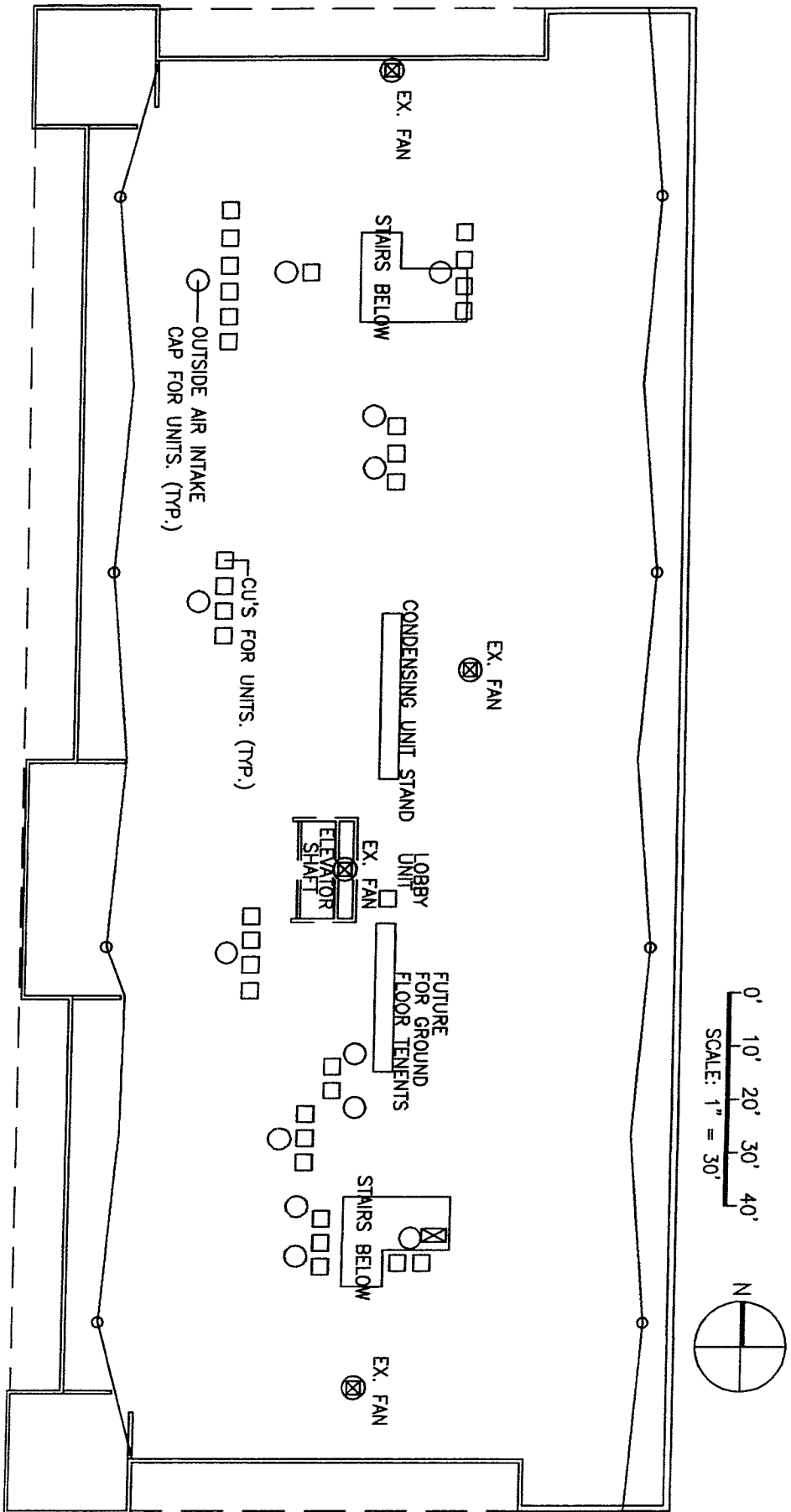
FIFTH LEVEL OFFICE PLAN





DETAIL NO. 5099

SURVEYOR'S NOTE: ALL AIR CONDITIONING EQUIPMENT, LOCATED ON THE ROOF, ARE LIMITED COMMON ELEMENTS (LCE) FOR THE EXCLUSIVE USE OF THE UNIT OR UNITS IT SERVES. THE REMAINDER OF THE ROOF AREA IS RESERVED FOR THE USE OF THE DEVELOPER FOR USES TO BE DETERMINED.



## FLOOR ELEVATION INFORMATION

CROWN OF ROAD: S.W. 73<sup>rd</sup> STREET ELEV. 10.19'  
CROWN OF ROAD: S.W. 57<sup>th</sup> COURT ELEV. 10.25'  
CROWN OF ROAD: S.W. 74<sup>th</sup> STREET ELEV. 10.18'  
AVERAGE SITE ELEVATION: ELEV. 10.0'±

FLOOD INSURANCE RATE MAP: (F.I.R.M.):

MAP NO. 12025C 0276 J

COMMUNITY No. 120658 (CITY OF SOUTH MIAMI)

SUFFIX: "J"

FIRM INDEX MAP DATE: 7-17-95

REVISED PANEL DATE: 3-02-94

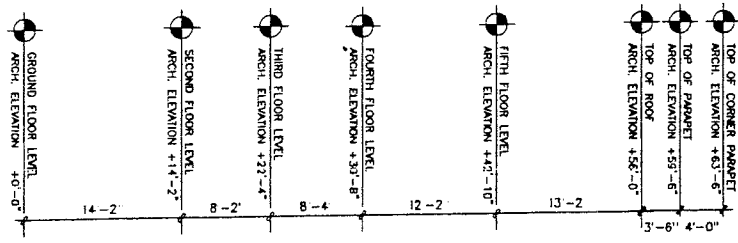
FLOOD HAZARD ZONE: "AE"

BASE FLOOD ELEVATION: ELEV. 10.0' N.G.V.D.

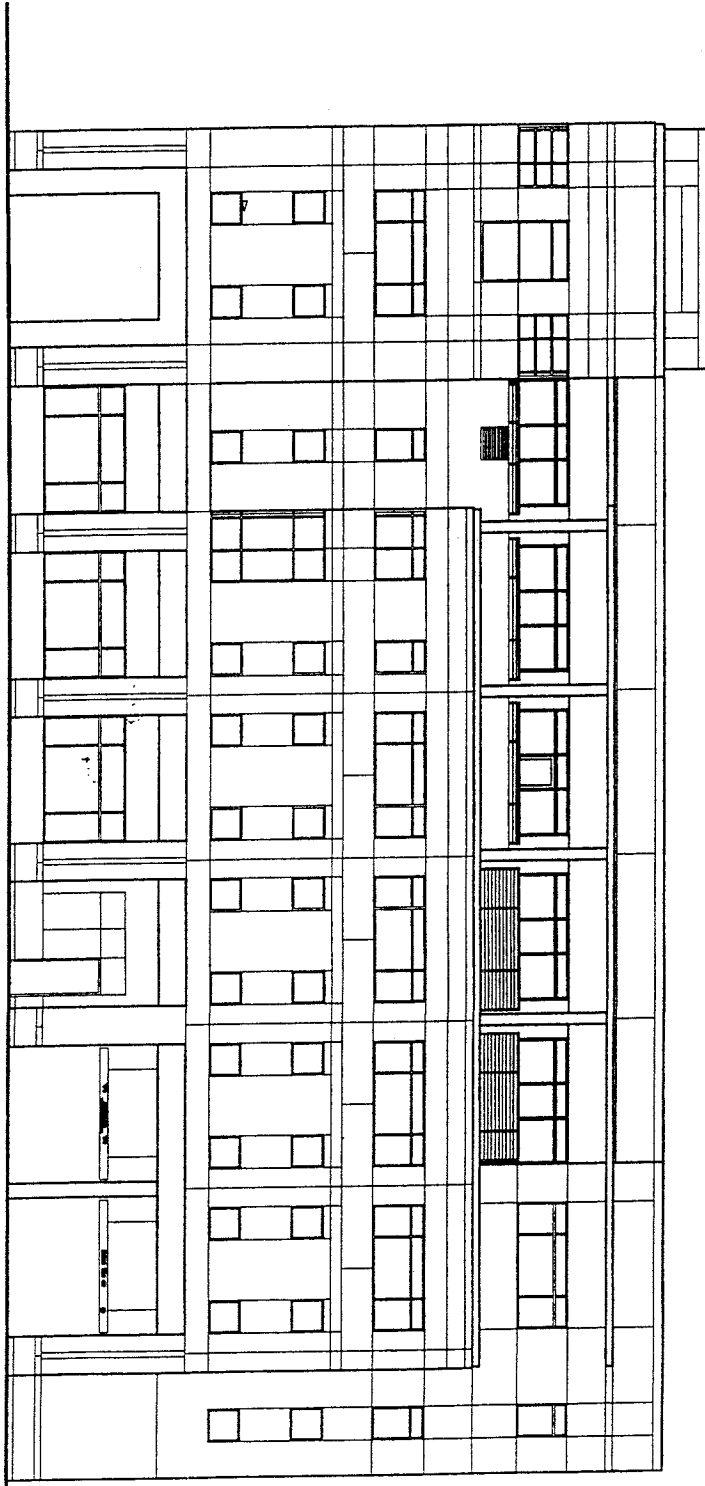
**NOTE:** ALL ELEVATIONS INDICATED BY "N.G.V.D." ARE BASED ON NATIONAL GEODETIC VERTICAL DATA OF 1929.

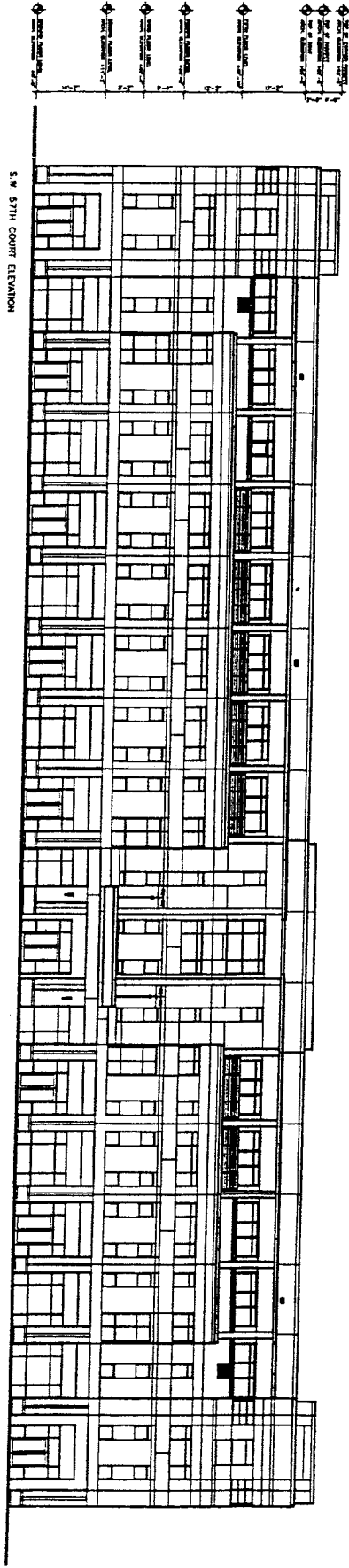
### PROPOSED FLOOR ELEVATIONS FOR THE "PLAZA 57, CONDOMINIUM" BUILDING:

	<u>PLAN</u>	<u>N.G.V.D.</u>
FIRST FLOOR LEVEL	0' - 0"	10.70'
SECOND FLOOR LEVEL	14' - 2"	24.87'
THIRD FLOOR LEVEL	22' - 4"	33.03'
FOURTH FLOOR LEVEL	30' - 8"	41.37'
FIFTH FLOOR LEVEL	42' - 10"	53.53'
TOP OF ROOF	56' - 0"	66.70'
TOP OF PARAPET	59' - 6"	70.20'
TOP OF CORNER PARAPET	63' - 6"	74.20'



S.W. 74TH STREET ELEVATION





TOP OF CORNER PARAPET  
 ARCH. ELEVATION +63'-6"  
 TOP OF PARAPET  
 ARCH. ELEVATION +59'-6"  
 TOP OF ROOF  
 ARCH. ELEVATION +56'-0"  
 3 6 4 0

FIFTH FLOOR LEVEL  
 ARCH. ELEVATION +42'-10"  
 13-2"

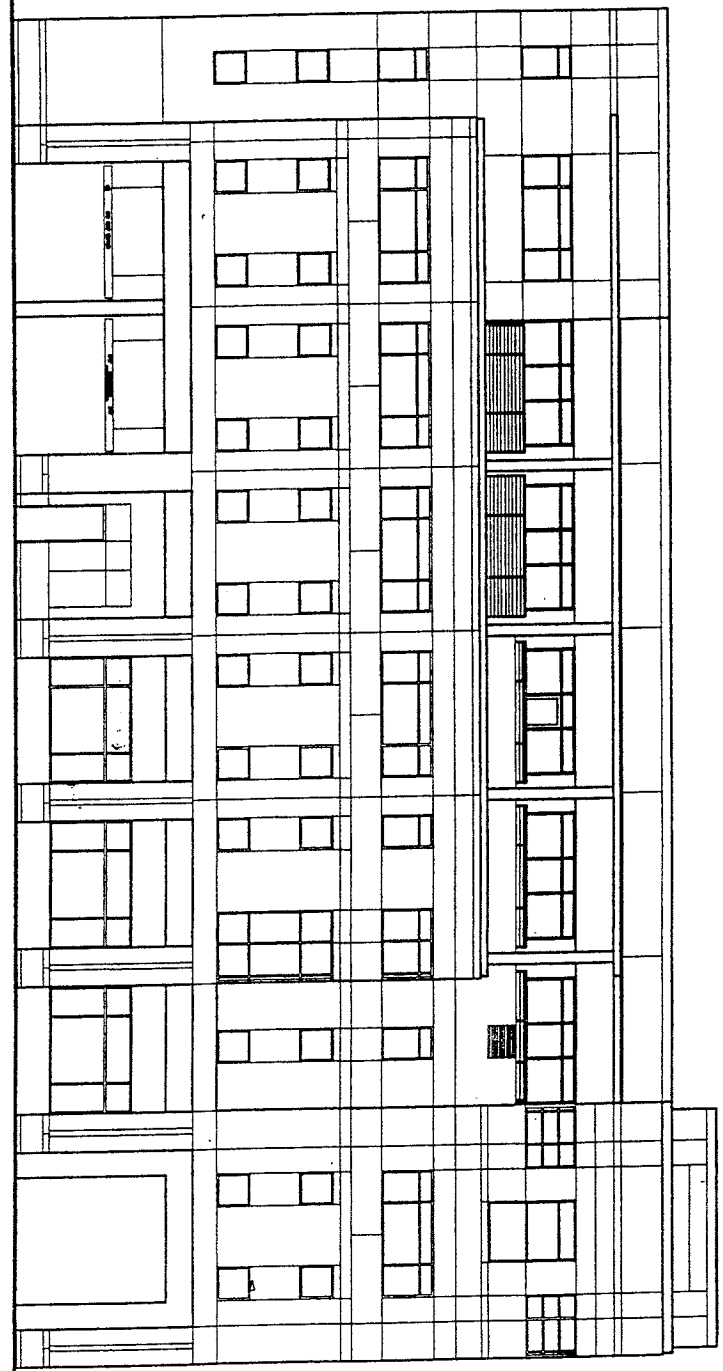
FOURTH FLOOR LEVEL  
 ARCH. ELEVATION +36'-8"  
 12-2"

THIRD FLOOR LEVEL  
 ARCH. ELEVATION +22'-4"  
 8-4"

SECOND FLOOR LEVEL  
 ARCH. ELEVATION +14'-2"  
 8-2"

GROUND FLOOR LEVEL  
 ARCH. ELEVATION +0'-0"  
 14-2"

S.W. 73RD STREET ELEVATION



- ◆ 2nd FLOOR ELEVATION
- ◆ 3rd FLOOR ELEVATION
- ◆ 4th FLOOR ELEVATION
- ◆ 5th FLOOR ELEVATION
- ◆ 6th FLOOR ELEVATION
- ◆ 7th FLOOR ELEVATION
- ◆ 8th FLOOR ELEVATION

ALLEY ELEVATION

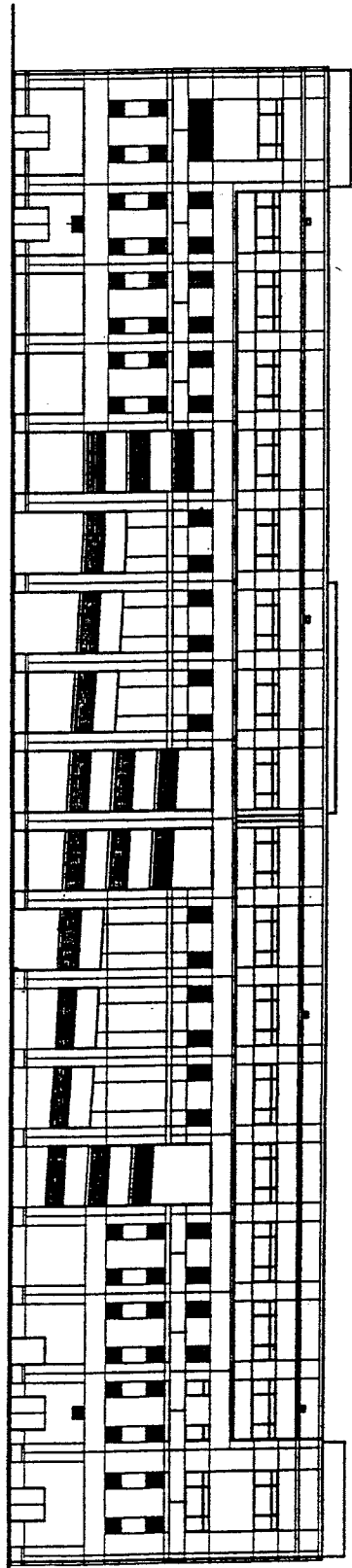


EXHIBIT "C"

**PLAZA 57, A COMMERCIAL CONDOMINIUM**

ARTICLES OF INCORPORATION OF  
PLAZA 57 COMMERCIAL CONDOMINIUM ASSOCIATION, INC.

# State of Florida



## Department of State

I certify from the records of this office that PLAZA 57 CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 14, 2005.

The document number of this corporation is N05000000482.

I further certify that said corporation has paid all fees due this office through December 31, 2005, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, .505A00003148-011805-N05000000482-1/1, noted below.

Authentication Code: 505A00003148-011805-N05000000482-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Eighteenth day of January, 2005



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of PLAZA 57 CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on January 14, 2005, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H05000010954. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N05000000482.

Authentication Code: 505A00003148-011805-N05000000482-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Eighteenth day of January, 2005



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

January 18, 2005

PLAZA 57 CONDOMINIUM ASSOCIATION, INC.  
1501 SUNSET DR SECOND FLOOR  
CORAL GABLES, FL 33143

The Articles of Incorporation for PLAZA 57 CONDOMINIUM ASSOCIATION, INC. were filed on January 14, 2005, and assigned document number N05000000482. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H05000010954.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Justin M Shivers  
Document Specialist  
New Filings Section  
Division of Corporations

Letter Number: 505A00003148

**ARTICLES OF INCORPORATION**

**OF**

**PLAZA 57 CONDOMINIUM ASSOCIATION, INC.  
(A Florida Corporation Not-For-Profit)**

\* \* \*

In order to form a corporation not-for-profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

EXPLANATION OF TERMINOLOGY

The terms contained in these Articles which are contained in the Declaration of Condominium ("Declaration") creating PLAZA 57, A COMMERCIAL CONDOMINIUM shall have the meaning of such terms set forth in the Declaration.

ARTICLE I

NAME

The name of this Association shall be PLAZA 57 CONDOMINIUM ASSOCIATION, INC., whose present mailing address is 1501 Sunset Drive, Second Floor, Coral Gables, Florida 33143.

ARTICLE II

PURPOSE OF ASSOCIATION

The purpose for which this Association is organized is to maintain, operate and manage the Condominium and to operate, lease, trade, sell and otherwise deal with the personal and real property thereof.

ARTICLE III

POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit and all powers set forth in the Florida Statutes Chapter 718 (the "Act"), Florida Statutes Chapter 607, and Florida Statutes Chapter 617 which are not in conflict with or limit the terms of the Declaration, these Articles, the By-Laws or the Act.

B. The Association shall have all of the powers of an owners' association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. to make, establish and enforce reasonable Rules and Regulations governing the Condominium and the use of Units;

2. to make, levy, collect and enforce Special Assessments, Special Charges and Annual Assessments against Owners and to provide funds to pay for the expenses of the Association and the maintenance, operation and management of the Condominium in the manner provided in the Declaration, these Articles, the By-Laws and the Condominium Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

3. to maintain, repair, replace and operate the Condominium in accordance with the Declaration, these Articles, the By-Laws and the Act;

4. to reconstruct improvements of the Condominium in the event of casualty or other loss in accordance with the Declaration;

5. to enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the Act; and,

6. to employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation and management of the Condominium and to enter into such other agreements that are consistent with the purpose of the Association.

#### ARTICLE IV

#### MEMBERS

The qualification of Members, the manner of their admission to membership in the Association, the manner of the termination of such membership and voting by Members shall be as follows:

A. Until such time as the recordation of the Declaration, the Members of this Association shall be comprised solely of the Subscribers ("Subscriber Members") to these Articles; and in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one (1) vote on all matters requiring a vote of the Members.

B. Upon the recordation of the Declaration, the Subscriber Members' rights and interests shall be automatically terminated and the Owners, which in the first instance means Developer as the owner of the Units, shall be entitled to exercise all of the rights and privileges of Members.

C. Membership in the Association shall be established by the acquisition of ownership of a Condominium Unit in the property as evidenced by the recording of an instrument of conveyance amongst the Public Records of Miami-Dade County, Florida, whereupon, the membership in the Association of the prior Owner thereof, if any, shall terminate. New Members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

D. No Member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association except as an appurtenance to his Condominium Unit.

E. With respect to voting, the Members as a whole shall vote. Each Condominium Unit with respect to all matters upon which Owners (other than the Developer) are permitted or required to vote as set forth in the Declaration, these Articles or By-Laws shall be entitled to a vote equal to that Unit's (inclusive of all Parking Units appurtenant to such Unit) undivided interest in the Common Elements as set forth in the Declaration, which vote shall be exercised and cast in accordance with the Declaration, these Articles and the By-Laws.

ARTICLE V

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI

SUBSCRIBER

The name and address of the Subscriber to these Articles is as follows:

<u>NAME</u>	<u>ADDRESS</u>
L. RICHARD MATTAWAY	1501 Sunset Drive Second Floor Coral Gables, Florida 33143

ARTICLE VII

OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board.

B. The Board shall elect the President, the Vice President, the Secretary, the Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible.

ARTICLE VIII

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President/Vice President/Secretary/Treasurer: L. RICHARD MATTAWAY

The street address of the initial office of this Corporation is 1501 Sunset Drive, Second Floor, Coral Gables, Florida 33143.

ARTICLE IX

BOARD OF DIRECTORS

A. The form of administration of the Association shall be by a Board of three (3) Directors.

B. The names and addresses of the persons who are to serve as the first Board of Directors ("First Board") are as follows:

<u>NAME</u>	<u>ADDRESS</u>
L. RICHARD MATTAWAY	1501 Sunset Drive, Second Floor Coral Gables, Florida 33143
BRANDON LURIE	1501 Sunset Drive, Second Floor Coral Gables, Florida 33143
LISA MATTAWAY	1501 Sunset Drive, Second Floor Coral Gables, Florida 33143

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. The First Board shall serve until the "Initial Election Meeting", as hereinafter described, which shall be held thirty (30) days after the sending of notice by Developer to the Association that Developer voluntarily waives its right to continue to designate the members of the First Board, whereupon the First Board shall resign and be succeeded by the "Initial Elected Board" (as hereinafter defined).

D. Within seventy-five (75) days after the Unit Owners, other than the Developer, are entitled to elect a member of the Board of Administration (Directors) of the Association, the Association shall call, and give not less than sixty (60) days' notice of an election for the members of the Board of Administration (Directors). The election shall proceed as provided in Florida Statutes Chapter 718.112(2)(d). The notice may be given by any Unit Owner if the Association fails to do so. Upon election of the first Unit Owner, other than the Developer, to the Board of Administration (Directors), the Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes the name and mailing address of the Unit Owner Board Member.

#### ARTICLE X

#### INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

#### ARTICLE XI

#### BY-LAWS

The By-Laws of the Association shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws and the Act. As is set forth in the By-Laws, the By-Laws may be amended by the affirmative vote of not less than a majority of the voting interest present at an Annual Members Meeting or a special meeting of the Members. Subject to 718.110(4) and (8), Florida

Statutes, notwithstanding anything contained herein to the contrary, while the Developer is entitled to appoint a majority of the Board of Directors, the By-Laws may be amended by a majority of the Board of Directors, provided that such Amendment shall not increase the proportion of common expenses nor decrease the ownership of Common Elements borne by the Unit Owners or change a Unit Owner's voting rights without the consent of the affected Unit Owners. Subject to 718.110(4) and (8), Florida Statutes, said Amendment need only be executed and acknowledged by the Association, through its Board of Directors, and the consent of the Unit Owners, the Association, the owner and holder of any lien encumbering a Unit in this Condominium, or any others, shall not be required.

## ARTICLE XII

### AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records of Miami-Dade County, Florida, these Articles may be amended only by an instrument in writing signed by all of the Directors and filed in the office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration upon the recording of any such Declaration.

B. After the recording of the Declaration amongst the Public Records of Miami-Dade County, Florida, these Articles may be amended in the following manner:

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

2. Approval of the proposed amendment shall be by a majority of the voting interests of the Members present at a meeting of the membership at which a quorum (as determined in accordance with the By-Laws) is present.

C. A copy of each amendment shall be certified by the Secretary of State and recorded amongst the Public Records of Miami-Dade County, Florida.

D. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, or the provisions of this Article XII, without the prior written consent therefor by Developer.

E. Except as otherwise provided in Section 718.110(4) and 718.110(8), Florida Statutes, notwithstanding anything contained herein to the contrary, while the Developer is entitled to appoint a majority of the Board of Directors, these Articles may be amended by a majority of the Board of Directors, provided that such Amendment shall not increase the proportion of common expenses nor decrease the ownership of Common Elements borne by the Unit Owners or change a Unit Owner's voting rights without the consent of the affected Unit Owners. Said Amendment need only be executed and acknowledged by the Association and the consent of the Unit Owners, the owner and holder of any lien encumbering a Unit in this Condominium, or any others, shall not be required.

## ARTICLE XIII

### REGISTERED AGENT


The name and address of the initial Registered Agent is:

L. Richard Mattaway

1501 Sunset Drive, Second Floor  
Coral Gables, Florida 33143

IN WITNESS WHEREOF, the Subscriber has hereunto affixed his signature the day and year set forth below.


Dated: January 12, 2005

  
L. RICHARD MATTAWAY

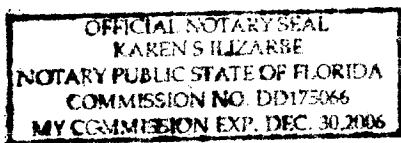
STATE OF FLORIDA            )  
                                          : SS.:  
COUNTY OF MIAMI-DADE    )

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared L. RICHARD MATTAWAY, to me known to be the person described as the Subscriber in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, this 12 day of January 2005.

  
Notary Public, State of Florida


My commission expires:



ACKNOWLEDGMENT BY DESIGNATED REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED NON-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT TO ACT IN THIS CAPACITY AND AGREE TO COMPLY WITH THE PROVISION OF SAID ACT RELATIVE TO KEEPING OPEN SAID OFFICE.


DATED THIS 12 DAY OF January, 2005.

  
\_\_\_\_\_  
(Registered Agent)  
L. RICHARD MATTAWAY

STATE OF FLORIDA            )  
                                          ) ss  
COUNTY OF MIAMI-DADE    )

I HEREBY CERTIFY that on this 12 day of January, 2005, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, L. RICHARD MATTAWAY, to me known to be the individual described in and who executed the foregoing instrument as registered agent to the Articles of Incorporation of PLAZA 57 CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and he severally acknowledged to me that he signed and executed such instrument for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have set my hand and official seal in the County and State aforesaid on the day and year last above written.

  
\_\_\_\_\_  
Notary Public, State of Florida

My commission expires:

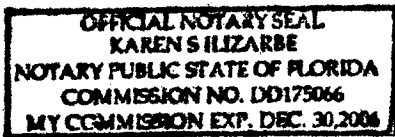


EXHIBIT "D"

**PLAZA 57, A COMMERCIAL CONDOMINIUM**

BY-LAWS OF  
PLAZA 57 COMMERCIAL CONDOMINIUM ASSOCIATION, INC.

# EXHIBIT "D"

## BY-LAWS

### OF

#### PLAZA 57 CONDOMINIUM ASSOCIATION, INC. A Florida Corporation Not for Profit

\* \* \*

#### ARTICLE ONE

##### Organization

Section 1. The name of this organization shall be PLAZA 57 CONDOMINIUM ASSOCIATION, INC.

#### ARTICLE TWO

##### Purposes

The following are the purposes for which this organization has been established:

Section 1. To serve the recreational and maintenance needs of the Owners of the Condominium Units constructed upon the real property described in the Declaration of Condominium to which this Exhibit "D" is attached.

Section 2. To maintain, manage, operate, administer and improve the real property upon which the recreational facilities are to be constructed; and further, to maintain the facilities and improvements, including personal property, thereon.

Section 3. For the purposes set forth in the Articles of Incorporation of this organization and the Declaration of Condominium of PLAZA 57, A COMMERCIAL CONDOMINIUM.

#### ARTICLE THREE

##### Meetings of Membership

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

Section 2. Annual Meeting:

(a) The first Annual Meeting shall occur within one hundred (100) days of the recordation of the Declaration of Condominium and annually thereafter. All members of the Board of Directors to be elected by Unit Owners, other than the Developer, shall be elected by plurality vote. The Developer shall have the right to appoint all members of the Board of Directors, unless and until required otherwise by the provisions of the Declaration of Condominium and Florida Statutes.

(b) Subsequent to the first Annual Meeting, regular annual meetings shall be held upon a date appointed by the Board of Directors. No meeting shall be held on a legal holiday. At least fourteen (14) days prior to the Annual Meeting, unless a Unit Owner waives, in writing, the right to receive notice of the Annual Meeting by mail, written notice, including an agenda, shall be mailed by regular mail to each member of the Association at the address which the Developer initially identifies for that purpose. Where the Unit is

owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to the address initially identified by the Developer and, thereafter, as one or more of the Unit Owners shall so advise the Association in writing, or if no address is given or the Unit Owners do not agree, to the address provided on the deed of record. An officer of the Association or the manager or other person providing notice of the Association meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that the notice was mailed or hand delivered in accordance herewith, to each Unit Owner at the address last furnished to the Association. Notice shall be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding the annual meeting. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the condominium property upon which all notices of Unit Owners' meetings shall be posted.

(c) At the Annual Meetings, the membership of the Association shall elect, by plurality vote, a Board of Directors and transact such other business as may properly come before the meeting. The Directors so elected at the Annual Meeting shall constitute the Board of Directors until the next Annual Meeting of the members of the Association and the election and qualification of their successors.

Section 3. Membership List: At least fifteen (15) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by Condominium Units, shall be produced and kept for said fifteen (15) day period and during the election at the office of the Association and shall be open to examination by any member during such period.

Section 4. Special Meetings:

(a) Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute (including, but not limited to, the provisions of Chapter 718.112(2)(e) and (k), Florida Statutes, regarding the percentage required to call certain special meetings, regarding budgets and recall of Board members), shall be called by the President or Secretary at the request, in writing, of members holding not less than twenty five (25%) percent of the voting interest in the Association. Such request shall state the purpose, or purposes, of the proposed meeting.

(b) Written notice of a Special Meeting of members, stating time, place and object thereof, shall be mailed by regular mail to each member entitled to vote thereat, at such address as appears on the books of the Association, at least five (5) days before such meeting. However, written notice of any meeting at which non-emergency special assessments or at which amendments to rules regarding Units will be proposed, discussed or approved shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property no less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an Affidavit executed by an officer of the Association or the manager or other person providing notice of the meeting and filed among the official records of the Association.

(c) Business transaction at all Special Meetings shall be confined to the purposes stated in the notice thereof.

Section 5. Proxies: Votes may be cast in person or by proxy in accordance with applicable law. Proxies must be filed with the Secretary of the Association prior to the meeting. If more than one (1) person owns a Condominium Unit (such as husband and wife), all must sign the proxy for it to be valid.

Section 6. Quorum: The presence in person or representation by written proxy of the members holding at least 33 1/3% of the total voting interest in the Association shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, or by these By-Laws. If, however, such quorum shall not be present, the President, or in his absence, the Vice President; or in his absence, any other appropriate officer or director may adjourn the meeting to a time within fifteen (15) days thereof at the same place to be announced at the meeting by the person adjourning same and a notice of such new meeting to be posted conspicuously upon the Condominium Property forty eight (48) continuous hours preceding the meeting. The meeting shall continue to be adjourned

in this manner until a quorum shall be present or represented. Notwithstanding anything contained herein to the contrary, at such new meeting or meetings (if additional meetings are necessary in order to obtain the reduced quorum as hereinafter provided), the presence in person or representation by written proxy of the members holding at least one-fourth (1/4th) of the voting interest of the Association shall be requisite to and shall constitute a quorum at such new meeting or meetings; it being intended that, in the event a majority quorum cannot be obtained at any meeting of the members, the quorum requirement be reduced for the purposes of the new meeting or meetings to which the original meeting is adjourned only. At such new meeting or meetings, if necessary, at which a quorum (at least one-third (1/3) of the voting interest of the Association present in person or represented by proxy) exists, any business may be transacted which might have been transacted at the meeting originally called. Although any proxy shall be valid at the original meeting and any lawful adjourned meeting or meetings thereof, the Condominium Act shall control (in the event it limits the validity of proxies as it presently does for a period no longer than ninety (90) days after the date of the first meeting for which it was given). F.S. 718.112(2)(b)2.

Section 7. Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the Unit Owners' total voting interests present in person or represented by written proxy at such meeting shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of the statutes or the Declaration of Condominium or by these By-Laws, a different vote is required, in which case such express provisions shall govern and control the voting on such issue.

Section 8. Right to Vote and Designation of Voting Member: If a Condominium Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Condominium Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the recorded Owners of the Unit and filed with the Secretary of the Association. If a Condominium Unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the President or Vice President, attested to by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member". If such a certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by a corporation, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, except if said Unit is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. If a Condominium Unit is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As provided herein, the vote of a Unit is not divisible.)

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote just as though he or she owned the Unit individually and without establishing the concurrence of the absent person.

Section 9. Waiver and Consent: Whenever the vote of a member at a meeting is required or permitted by any provision of the statutes or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if the members holding a majority of the Unit Owners' total voting interests which would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members unless all members approve such action.

Section 10. Order of Business: The proposed order of business at all meetings of the Association will be:

- (a) Determination of a Quorum;
- (b) Proof of Notice of Meeting or Waiver of Notice;
- (c) Reading of Minutes of Prior Meeting;
- (d) Officers' Reports;
- (e) Committee Reports;
- (f) Unfinished Business;
- (g) New Business; and,
- (h) Adjournment.

Section 11. Election of Board: The members of the Board of Administration shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Administration, either in general elections or elections to fill vacancies caused by resignation or otherwise. Limited proxies may be used in an election to fill a vacancy created by recall. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Administration must give written notice to the secretary of the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda, the Association shall then mail or deliver a second notice of the meeting to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing, copying and delivery to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. The Division shall by rule establish voting procedures consistent with the provisions contained herein, including rules providing for the secrecy of ballots. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty (20%) percent of the eligible votes must cast a ballot in order to have a valid election of members of the Board of Administration. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting the ballot. Any Unit Owner violating this provision may be fined by the Association in accordance with Section 718.303, Florida Statutes. The regular election shall occur on the date of the annual meeting.

Section 12. Unit Owner Participation: Unit Owners shall have the right to participate in meetings of Unit Owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner participation. Any Unit Owner may tape record or videotape a meeting of the Unit Owners, subject to rules adopted by the Division.

## ARTICLE FOUR

### Voting

Section 1. The Owner(s) of each Condominium Unit shall be entitled to a vote equal to that Unit's undivided interest in the Common Elements as set forth in the Declaration, inclusive of the undivided interest of any and all Parking Units appurtenant to such Unit. If a Condominium Unit Owner owns more than one (1) Unit, he shall be entitled to vote the undivided interest for each Unit owned. The vote of a Condominium Unit shall not be divisible.

Section 2. For the election of Directors, voting shall be by secret ballot. When voting by ballot (for Directors or otherwise), the Chairman of the meeting, immediately prior to the commencement of balloting, shall appoint a committee of three (3) members who will act as "Inspectors of Election" and who shall, at the conclusion of the balloting, certify in writing the results, and such certificate shall be annexed to the Minutes of the meeting.

## ARTICLE FIVE

### Board of Directors

Section 1. Except as specifically set forth in the Declaration, Articles of Incorporation and By-Laws, the business of this Association shall be governed by Unit Owners having a majority of the voting interests. There shall be a Board of Directors consisting of three (3) persons. All Directors, other than the Developer or his designated agents, shall be members of the Association.

Section 2. The Directors to be chosen for the ensuing year shall be chosen at the Annual Meeting of this Association by plurality vote; and they shall serve for a term of one (1) year.

Section 3. All meetings of the Board of Directors of the Association shall be open to the members of the Association and notices of such meetings, stating the place and time thereof and including an identification of agenda items, shall be posted conspicuously at least forty eight (48) continuous hours prior to any such meeting to call the members' attention thereto; provided, however, in the event of an emergency, said notice shall not be required. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board of Administration. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Administration.

Section 4. The organizational meeting of a newly elected Board of Directors (at which meeting officers for the coming year shall be elected) shall be held within ten (10) days of the election of the new Board at such time and place as shall be fixed by the Chairman of the meeting at which they were elected.

Section 5. A majority of the members of the Board of Directors shall constitute a quorum, and the meetings of the Board of Directors shall be held regularly at such time and place as the Board of Directors shall designate.

Section 6. Each Director shall have one (1) vote, and such voting may not be by proxy.

Section 7. The Board of Directors may make such rules and regulations covering its meeting as it may, in its discretion, determine necessary. All such rules shall be subject to the approval of Unit Owners having a majority of the voting interests.

Section 8. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

Section 9. Special meetings of the Board of Directors may be called by the President, or, in his absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of Special Meetings shall state the purpose of the meeting.

Section 10. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of 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 to Directors shall be required and any business may be transacted at such meeting, however, the notice required under Article Five, Section 4, shall still be posted.

Section 11. Vacancies in the Board of Directors shall be filled as follows:

(a) If the vacancy is for a Board member appointed by the Developer, the Developer shall have the right to designate the replacement Director.

(b) If the vacancy is for a Director who has been elected by Unit Owners other than the Developer, the vacancy shall be by a majority vote of those Directors who have been elected by Unit Owners other than the Developer subject to the provisions of Section 718.112(2)(k), Florida Statutes. Any such Director shall serve until the next regularly scheduled election for any position. The replacement Director shall meet the requirements of Article IX of the Articles of Incorporation.

Section 12. The President of the Association by virtue of his office shall be Chairman of the Board of Directors and preside at meetings of the membership. The removal process of Directors herein described shall not apply to Directors elected, appointed or designated by the Developer who may remove any such Director in its sole discretion and who shall thereafter designate the successive Director.

Section 13. Subject to the provisions of Section 718.301, Florida Statutes, any member of the Board of Administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all voting interests. A special meeting of the Unit Owners to recall a member or members of the Board of Administration may be called by ten (10%) percent of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. Such recall and removal shall be in accordance with Florida Statutes and rules promulgated by the Bureau of Condominiums.

Section 14. The first Board of Directors as designated by the Developer shall consist of:

L. RICHARD MATTAWAY  
BRANDON LURIE  
LISA MATTAWAY

who shall hold office and exercise all powers of the Board of Directors until the first membership meeting as set forth in Article Three, Section 2(a) of these By-Laws; provided any and all of said Directors shall be subject to replacement by the Developer.

Section 15. Power and Duties: The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not prohibited by law or by the Declaration of Condominium, this Association's Articles of Incorporation, or these By-Laws, or directed to be exercised and done by Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Declaration of Condominium, this Association's Articles of Incorporation, these By-Laws, and in the Condominium Act, and all powers incidental thereto.

(b) To make and levy regular Assessments, collect Assessments, and use and expend the Assessments to carry out the purposes and powers of the Association. Notwithstanding the foregoing, the Board of Directors shall not adopt a budget in excess of one hundred one (101%) percent of the previous year's budget, including reserves, expend any monies in excess of the approved budget or enact or enforce any special assessment without the approval of a majority of the voting interests of the Members.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the Common Elements and facilities, including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the Common Elements and Condominium Property and facilities, and the use and maintenance of the Condominium Units therein, and the recreational area and facilities.

(e) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records,

enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(f) Designate one (1) or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association, provided, however, that the powers of a committee shall be limited, and no committee shall be entitled to assume all the powers of the Board of Directors. Such committee(s) shall consist of at least three (3) members of the Association, one (1) of whom shall be a director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors as required.

(g) The irrevocable right of access to each Unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

(h) To use and to expend the Assessments collected to maintain, care for and preserve the Condominium Units, the Common Elements and the Condominium Property (other than the interiors of the Condominium Units which are to be maintained, cared for and preserved by the individual Condominium Unit Owners).

(i) To pay taxes and assessments levied and assessed against any real property the corporation might own and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation.

(j) For the purpose of maintenance, repair or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units, each Owner of a Condominium Unit grants a perpetual easement in the event of an emergency to the then existing Board of Administration or its duly authorized agents to enter into his Condominium Unit at any reasonable time (or at any unreasonable time if the necessities of the situation should require).

(k) To repair and replace Common Element and facilities, machinery and equipment.

(l) To insure and keep insured the Owners against loss from public liability and to carry such other insurance as the Board of Directors may deem advisable (subject to the budgetary restrictions herein and to approval of a majority of the voting interests of the Association); and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declaration of Condominium.

(m) To collect delinquent assessments by suit or otherwise to abate nuisances and to enjoin or seek damages from Unit Owners for violations of the Declaration of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Administration, provided that no suits shall be instituted unless authorized by a majority of the voting interests of the Members.

(n) To adopt hurricane shutter specifications which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications by the Board. The installation, replacement and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the Common Elements within the meaning of this section.

Section 16. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices of Board meetings shall be posted.

## ARTICLE SIX

### Officers

Section 1. The principal officers of the Association shall be as follows:

President/Vice President/Secretary/Treasurer - L. RICHARD MATTAWAY

Section 2. The President shall preside at all membership meetings. He shall be a Director and shall, by virtue of his office, be Chairman of the Board of Directors. He shall present at each Annual Meeting of the Association an Annual Report of the work of the Association. He shall see to it that all books, reports and certificates, as required by law, are properly kept or filed. He shall be one of the officers who may sign the checks or drafts of the Association. He shall have such powers as may be reasonably construed as belonging to the chief executive of any organization.

Section 3. The Vice President shall be a Director and shall, in the event of the absence or inability of the President to exercise his office, become acting President of the Association with all the rights, privileges and powers of said office. He shall be one of the officers who may sign the checks or drafts of the Association.

Section 4. The Secretary shall:

- (a) Keep the Minutes and records of the Association in appropriate books.
- (b) File any certificate required by any statute, Federal or State.
- (c) Give and serve all notices to members of this Association.
- (d) Be the official custodian of the records and seal, if any, of this Association.
- (e) Be one of the officers required to sign the checks and drafts of the Association.
- (f) Present to the membership at any meetings any communication addressed to him as Secretary of the Association.
- (g) Submit to the Board of Directors any communications which shall be addressed to him as Secretary of the Association.
- (h) Attend to all correspondence of the Association and exercise all duties incident to the office of the Secretary.

Section 5. The Treasurer shall:

- (a) Have the care and custody of all monies belonging to the Association and shall be solely responsible for such monies or securities of the Association. He shall cause to be deposited in a regular business bank or trust company a sum not exceeding an amount authorized by the Unit Owners having a majority of the voting interests and the balance of the funds of the Association shall be deposited in a savings bank, except that such funds shall be invested in such investments as shall be legal for a savings bank in the State of Florida.

(b) Be one of the officers who shall be authorized to sign checks or drafts of the Association; no special fund may be set aside that shall make it unnecessary for the Treasurer to sign the checks issued upon it.

(c) Render at stated periods as the Unit Owners having a majority of the voting interests shall determine a written account of the finances of the Association, and such report shall be physically affixed to the Minutes of the Board of Directors at such meeting.

(d) All or a portion of the duties of the Treasurer may be fulfilled by a management company in the discretion of the Unit Owners having a majority of the voting interests.

Section 6. No officer or Director shall, for reason of his office, be entitled to receive any salary or compensation, but, nothing herein shall be construed to prevent an officer or Director from receiving any compensation from the Association for duties other than as a Director or officer.

Section 7. Checks or drafts of the Association must be signed by two (2) officers or directors of the Association.

## ARTICLE SEVEN

### Committees

All committees of this Association shall be appointed by the majority of the Board of Directors for whatever period of time is designated by said Board of Directors.

## ARTICLE EIGHT

### Finances and Assessments

Section 1. Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board and shall be withdrawn only upon checks and demands for money signed by two (2) officers of the Association as may be designated by the Board. Obligations of the Association shall be signed by at least two (2) officers of the Association.

Section 2. Fiscal Year: The fiscal year for the Association shall begin on the first day of January each year; provided, however, that the Unit Owners having a majority of the voting interests is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Unit Owners having a majority of the voting interests deems it advisable.

Section 3. Determination of Assessments:

(a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as Common Expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium to which these By-Laws are attached. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments, and to lease, maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium and recreation facilities. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions and percentages of sharing Common Expenses as provided in the Declaration of Condominium. Said Assessments shall be payable monthly in advance unless otherwise ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors. Notwithstanding the foregoing, the Board of Directors shall not adopt a budget in excess of one hundred fifteen (115%) percent of the previous year's budget, including reserves, expend any monies in excess of the approved budget or enact or enforce any special assessment without the approval of a majority of the voting interests of the Members.

(b) When the Board of Directors has determined the amount of any Assessment, the Treasurer of the Association shall mail or present to each Unit Owner a statement of said Unit Owner's Assessment. All Assessments shall be payable to the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.

(c) The Board of Directors shall adopt an operating budget for each fiscal year, subject to the limitations set forth in the Declaration, Articles of Incorporation and these By-Laws.

Section 4. Application of Payments and Commingling of Funds: All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association shall not be commingled. All Assessment payments by a Unit Owner shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, as provided herein and in the Declaration of Condominium. No managers or business entity required to be licensed or registered under Section 468.432, Florida Statutes, and no agent, employee, officer or director of the Association shall commingle any Association funds with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes.

ARTICLE NINE

Minutes

Minutes of all meetings of the Association and the Board of Directors shall be kept in a businesslike manner and be made available for inspection by Unit Owners and Board members at all reasonable times.

ARTICLE TEN

Compliance and Default

Section 1. In the event of a violation (other than the nonpayment of an Assessment) by the Unit Owner in any of the provisions of the Declaration of Condominium, of these By-Laws or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of the notice, the Association, with the approval of a majority of the voting interests of

the Members, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

- (a) An action at law to recover for its damage on behalf of the Association or on behalf of the other Unit Owners;
- (b) An action in equity to enforce performance on the part of the Unit Owner;
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; or,

Any remedy contained in the Declaration of Condominium, Exhibits thereto, the Condominium Act and/or the Rules and Regulations promulgated (including, but not limited to the foregoing) shall be cumulative and in addition to any and all other remedies provided by such documents or the laws of the State of Florida.

Section 2. All Unit Owners 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, of his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by an insurance company. Any rights or replacement required, as provided in this section, shall be charged to said Unit Owner as a specific item and the Association shall have a right to collect said charges.

Section 3 In any proceeding arising because of an alleged default by a Unit Owner, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court. In addition the parties to a proceeding shall have any right to attorneys' fees that may accrue under Section 718.303 and Section 718.125, Florida Statutes.

Section 4. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 5. In the event of any internal dispute arising from the operation of the Condominium among Unit Owners, the Association, and their agents and assigns, any party may apply for mandatory non-binding arbitration in accordance with Section 718.1255, Florida Statutes. Any application by the Association shall be upon the approval of a majority of the voting interests of the Members. Venue for any such proceedings shall be in Miami-Dade County, Florida.

## ARTICLE ELEVEN

### Indemnification

The Association shall indemnify every Director and every officer, their heirs, personal representatives and administrators, against all loss, cost and expense reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Director and officer of the Association, including reasonable counsel fees to be approved by the Association, except as to matters wherein they shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director and officer may be entitled.

## ARTICLE TWELVE

### Liability Survives Termination of Membership

The termination of ownership in the Condominium shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

## ARTICLE THIRTEEN

### Liens

Section 1. All liens against a Condominium Unit, other than for permitted mortgages, taxes or special Assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and Special Assessments upon a Condominium Unit shall be paid before becoming delinquent as provided in these Condominium documents or by law, whichever is sooner.

Section 2. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and Special Assessments, within five (5) days after the attaching of the lien.

Section 3. Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such notice to be given within five (5) days after the Unit Owner received notice thereof.

Section 4. Failure to comply with this Article Thirteen concerning liens will not affect the validity of any judicial sale.

Section 5. The Association may maintain a register of all permitted mortgages, and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid Assessments or violations served upon a Unit Owner to said mortgagee. If a register is maintained, the Board of Directors of the Association may make such changes as it deems appropriate against the applicable Unit for supplying the information provided herein.

## ARTICLE FOURTEEN

### Amendments to the By-Laws

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit Owners provided that:

- (a) Notice of the meeting shall contain a statement of the proposed amendment.
- (b) It shall be approved upon the affirmative vote of two-thirds (2/3) of the voting interests of the total votes of the Unit Owners present in person or by proxy at such meeting at which a quorum has been met.
- (c) The amendment shall be recorded and certified as required by the Condominium Act.
- (d) Except as otherwise provided in Section 718.110(4), Florida Statutes, notwithstanding anything contained herein to the contrary, while the Developer is entitled to appoint a majority of the Board of Directors, the By-Laws may be amended by a majority of the Board of Directors, provided that such Amendment shall not increase the proportion of common expenses nor decrease the ownership of Common Elements borne by the Unit Owners or change a Unit Owner's voting rights without the consent of the affected Unit Owners. Said Amendment need only be executed and acknowledged by the Association and the consent

of the Unit Owners, the owner and holder of any lien encumbering a Unit in this Condominium, or any others, shall not be required.

#### ARTICLE FIFTEEN

##### Construction

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

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

Headings are provided herein for convenience purposes only and shall not be construed for interpreting the meaning of any provisions of these By-Laws.

#### ARTICLE SIXTEEN

##### Mandatory Arbitration

All internal disputes arising from the operation of the Condominium among the Unit Owners, Association and their agents and assigns, shall be subject to mandatory non-binding arbitration in accordance with Section 718.1255, Florida Statutes.

#### ARTICLE SEVENTEEN

##### Fidelity Bonds

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks, and the president, secretary and treasurer of the Association. The Association shall bear the cost of bonding.

The foregoing were adopted as the By-Laws of PLAZA 57 CONDOMINIUM ASSOCIATION, INC., at the first meeting of its Board of Directors.

\_\_\_\_\_  
Secretary

APPROVED:

\_\_\_\_\_  
President

SCHEDULE "6"

**PLAZA 57, A COMMERCIAL CONDOMINIUM**

RULES AND REGULATIONS

## SCHEDULE "6"

### RULES AND REGULATIONS FOR PLAZA 57, A COMMERCIAL CONDOMINIUM

1. No sign, door plaque, directory strip, advertisement or notice shall be displayed, painted or affixed by Owner, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees in or on any part of the outside or inside of the Unit, Building, or Common Areas without the prior written consent of the Board and then only of such color, size character, style and material, and in such places as shall be approved and designated by the Board. In the event of the violation of the foregoing by Owner, the Board may remove same without any liability, and may charge the expense incurred by such removal to the Owner violating this rule. Signs on entrance doors to the Unit and directories shall be placed thereon by a contractor designed by the Board and paid for by Owner.
2. No additional locks or bolts of any kind shall be placed on any door in the Building and no changes shall be made to the existing locks or bolts without the prior written consent of the Board. The Board may at all times keep a pass key to the Unit.
3. Owner, its officers, agents, servants, employees, patrons, licensees, customers, contractors, visitors, or invitees shall not block or obstruct any of the entries, passages, doors, elevators, elevator doors, corridors, hallways or stairways of the Building, or Common Areas or place, empty or throw any rubbish, litter, trash or material of any nature into such areas, or permit such areas to be used at any time except for ingress or egress of Owner, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees.
4. Glass panel doors that reflect or admit light into the passageways, or into any place in the Building, shall not be covered or obstructed by the Owner, and Owner shall not permit, erect and/or place solar reflective film drapes, curtains, blinds, shades, screens, furniture, fixtures, shelving, display cases, tables, lights, signs or advertising devices in front of, or in the proximity of any interior or exterior windows, glass panels or glass doors that provide a view into the interior of the Unit, unless same shall have first been approved in writing by the Board. Any and all window coverings shall be subject to Board approval and shall be uniform and consistent with Building Standard.
5. Owner, its officers, agents, servants, employees, patrons, customers, visitors, invitees and contractors shall park their vehicles only in the area of the parking facilities designated for this purpose by the Board or Developer.
6. The movement of furniture, equipment, machines, merchandise or materials within, into or out of the Unit, Building, or Common Areas shall be restricted to time, method and routing of movement as determined by the Board upon request from Owner and Owner shall assume all liability and risk to such property, Unit, Building, and Common Areas in such movement. Owner shall not move furniture, machines, equipment, merchandise or materials within, into or out of the Unit, Building, or Common Areas without having first obtained a written permission from the Board twenty-four (24) hours in advance. Safes, large files, electronic data processing equipment and other heavy equipment or machines shall be moved into the Unit, Building, or Common Areas only with the Board's written consent and placed where directed by the Board. Any damage done to the Unit, Building, Common Areas or to other Owners or persons during such movement of furniture, equipment, machines, merchandise or materials shall be paid for by Owner.
7. Owners are cautioned in purchasing furniture and equipment that the size is limited to such as can be placed in the elevator and will pass through the doors to the Unit. Large pieces should be made into parts and set up in the Unit. The Board reserves the right to refuse to allow to be placed in the Building, any furniture or equipment of any description which does not comply with the above conditions.
8. There shall not be used in any space, or in the Common Areas of the Building, either by any Owner, or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.
9. All contractors and/or technicians performing work for Owner within the Unit, Building, or Common Areas, shall be referred to the Board for approval before performing such work. This shall apply to all work including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and all installations affecting

floors, walls, windows, doors, ceilings, equipment, or any other physical feature of the Unit, Building, or Common Areas. None of this work shall be done by Owner without the Board's prior written approval.

10. All doors leading to the Unit from any corridors, passage or hallway shall be kept closed at all times, except when someone is actually entering or leaving the Unit.
11. Owner, its officers, agents, servants and employees shall, before leaving the Unit unattended, close and lock all doors and shut off all utilities; any damage resulting from failure to do so shall be paid by Owner.
12. Owner, its officers, agents, servants and employees shall not permit any noise or noises be heard outside the Unit.
13. Owner, its officers, agents, servants and employees shall not permit any equipment or device within the Unit which will impair radio or television broadcasting or reception from or in the Building, or Common Areas.
14. Owner, its officers, agents, servants, employees, patrons, licensees, customers, contractors, visitors or invitees shall not bring into the Unit, or Common Areas or keep on the Unit any fish, fowl, reptile, insect or animal of any kind whatsoever without the prior written consent of the Board.
15. Owner, its officers, agents, servants and employees shall not use the Unit, Building, or Common Areas for housing, lodging or sleeping purposes or for the cooking or preparation of food without the prior written consent of the Board.
16. Owner, its officers, agents, servants and employees shall not install or operate any refrigerating, heating or air conditioning apparatus, or carry on any mechanical operation, or bring into the Unit, Building, or Common Areas any flammable, combustible or explosive fluid, chemical, material or substance without the prior written consent of the Board.
17. No space in the Building or Common Areas shall, without the prior written consent of the Board be used for manufacturing, public sales (except for the Retail Units in the ordinary course of business), or for the storage of merchandise, or for the sale of merchandise, goods or property of any kind, or auction.
18. The requirements of Owner will be attended to only upon application at the Office of the the Board. The Board's employees shall not perform any work or do anything outside of their regular duties, unless under special instructions from the Office of the the Board.
19. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision, shall be born by Owner, who shall, or whose officers, employees, agents, servants, patrons, customers, licensees, visitors or invitees shall have caused it.
20. The work of the Association's janitorial personnel shall not be hindered by Owner after 5:30 pm, and such work may be done at any time when the offices are vacant. The exterior windows, doors and fixtures may be cleaned at any time. Owner shall provide adequate waste and rubbish receptacles, cabinets, bookcases, map cases, etc., necessary to prevent unreasonable hardship to the Board in discharging its obligation regarding janitorial services. In this regard, Owner shall also empty all glasses, cups and other containers holding any type of liquid whatsoever.
21. In the event Owner must dispose of crates, boxes, etc., which will not fit into office wastepaper baskets, it will be the responsibility of Owner to dispose of same. In no event shall Owner set such items in the public hallways, or other areas of the Building, or parking facilities, excepting Owner's own Unit, for disposal.
22. Owner will be responsible for any damage to the Unit, including carpeting and flooring, as a result of rust or corrosion of file cabinets, roller chairs, metal objects, or spills of any type of liquid.
23. Owner shall not lay linoleum, tile or other similar hard floor covering within the Unit, without the prior written consent of the Board.

24. Canvassing, soliciting and peddling in the Building, and Common Areas, is prohibited, and each Owner shall cooperate to prevent the same. In this respect, Owner shall promptly report such activities to the Office of the the Board.
25. Owner, its officers, agents, employees, servants, patrons, customers, contractors, licensees, invitees and visitors shall not solicit business in the Building, or Common Areas, nor distribute any handbills, or other advertising matter, to vehicles parked in the parking facilities.
26. The Board will not be responsible for lost or stolen personal property, equipment, money or any article taken from the Unit, Building, or parking facilities, regardless of how or when such loss occurs.
27. No vending machine of any description shall be installed, maintained or operated upon the Unit without the prior written consent of the Board.
28. Neither Owner, nor any officer, agent, employee, servant, patron, customer, contractor, visitor, licensee or invitee of any Owner, shall go upon the roof of the Building, without the written consent of the Board.
29. Owner shall not install any antenna or aerial wires, radio or television equipment, or any other type of equipment inside or outside of the Building, without the Board's prior written consent and upon such terms and conditions as may be specified by the Board in each and every instance.
30. Owner shall not advertise the business, profession or activities of Owner in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto, use the name of the Building or for any purpose other than that of the business address of Owner, or use any picture or likeness of the Building or the Building in any letterheads, envelopes, circulars, notices, advertisements, containers or wrapping material, without express written consent of the Board in each and every instance.
31. The Board reserves the right to close the Building to the public at 6:00 p.m., Monday through Friday, and at 1:00pm on Saturday, subject however, to Owner's rights to admittance under regulations prescribed by the Board, and to require that persons entering the Building identify themselves and establish their right to enter or to leave the Building
32. Access to the Building, or the halls, corridors, elevators or stairways to the Unit, may be refused from 1:00 p.m. Saturday to 8:00 am Monday, on holidays declared by the Federal Government, whenever the Building is not of use to the public and during Monday through Friday between the hours of 6:00 p.m. and 8:00 a.m. unless the person seeking access has a pass or is properly identified. The Board shall in no case be liable for damages for the admission to, or exclusion from the Building, of any person whom the Board has the right to exclude hereunder. Owner's officers, agents, servants and employees shall be permitted to enter and leave the Building whenever appropriate arrangements have been previously made between the Board and Owner with respect thereto. Each Owner shall be responsible for all persons whom he requests such permission, and shall be liable to the Board for all acts of such persons. Any person whose presence in the Building, or Common Areas at any time shall, in the judgment of the Board, be prejudicial to the safety, character, reputation and interest of the Building or its Owners, may be denied access to the Building or Common Areas or may be ejected therefrom. In case of invasion, riot, public excitement or other commotion, the Board may prevent all access to the Building, or Common Areas during the continuance of the same by closing the doors or otherwise, for the safety of the Owners, and protection of property in the Building and Common Areas. The Board may require any person leaving the Building with any package or other object, to exhibit a pass from the Owner from whose Unit the package or object is being removed, but the establishment and enforcement of such requirements shall not impose any responsibility on the Board for the protection of any Owner against the removal of property from the Unit of Owner. The Board shall in no way be liable to any Owner for the damage or loss arising from the admission, exclusion or ejection of any person to or from the Owner's Unit, or Building or Common Areas under the provisions of this rule.
33. The premises shall not be used for gambling, lodging, sleeping or for any immoral or illegal purposes.
34. Trailers or trucks shall not be permitted to remain parked overnight in any area of the Building, whether loaded, unloaded, or partially loaded or unloaded.

35. The Board shall have the right to exclude any person from the Building other than during customary business hours, and any person in the Building will be subject to identification by the employees and agents of the Board. All persons in or entering the Building shall be required to comply with the security policies of the Building. The Board will provide all security services for the Building, provided that if Owner desires any additional security service for the Premises, Owner shall have the right (with the advance written consent of the Board) to obtain such additional service at Owner's sole cost and expense.
36. Owner shall not bring or permit to be brought or kept in or on the Premises any flammable, combustible, corrosive, caustic, poisonous or explosive fluid, material, chemical or substance, or cause or permit any odors to permeate in or emanate from the Premises.
37. Owner shall give immediate notice to the Board in case of accidents in the Premises or in the Building or of any defects therein or in any fixtures or equipment, or of any known emergency in the Building.
38. No Owner shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing, or in any other way. No Owner shall throw anything out of the doors, windows, terraces or skylights, or down the passageways.
39. Whenever used herein, Owner shall be deemed to mean Owner and Owner's lessees, employees, agents, customers, patients, clients, contractors and occupants of the Unit(s).
40. The Board reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the premises, and for the preservation of good order therein, and any such other or further rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been inserted herein at the time of the execution hereof.

SCHEDULE "7"

**PLAZA 57, A COMMERCIAL CONDOMINIUM**

RECEIPT FOR DOCUMENTS

SCHEDULE "7"

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium: PLAZA 57, A COMMERCIAL CONDOMINIUM  
Address of Condominium: 7300 SW 57<sup>th</sup> Court, South Miami, Florida

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

<u>DOCUMENT</u>	<u>RECEIVED</u>
Declaration of Condominium	___X
Schedule of Percentage of Ownership	___X
Articles of Incorporation	___X
By-Laws	___X
Plot Plan, Survey and Graphic Description	___X
Estimated Operating Budget	___X
Form of Contract for Purchase and Sale	___X
Management Agreement	___X
Executed Escrow Agreement	___X
Rules and Regulations	___X
Plans and Specifications	MADE AVAILABLE

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_\_\_\_.

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PURCHASER

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PURCHASER

STATE OF FLORIDA, COUNTY OF DADE  
I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, A.D. 20\_\_\_\_\_  
WITNESS my hand and Official Seal.  
HARVEY RUVIN, CLERK, of Circuit and County Courts  
By \_\_\_\_\_ D.C.

