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DECLARATION OF CONDOMINIUM

OF

BRICKELL PLACE, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

that AMERICAN DESIGN & DEVELOPMENT CORP. OF MIAMI, a Florida Corporation, (hereinafter called the "Developer"), for itself, its successors, grantees and assigns, does hereby make, declare and establish this Declaration of Condominium pursuant to the requirements of Chapter 711 of the Statutes of the State of Florida, as amended (hereinafter referred to as the "Condominium Act").

I

SUBMISSION STATEMENT

The Developer is the owner of the fee simple title to that certain tract of land situated in Miami, Dade County, Florida, which is described in Exhibit I attached hereto and incorporated herein, and on which tract there is constructed a condominium community consisting of three buildings, together with certain common elements, recreational facilities and appurtenances thereto attached. The Developer does hereby submit the tract described in Exhibit I, together with all improvements constructed thereon, to condominium ownership, and hereby declares the same to be a condominium as provided for in the Condominium Act, to be known as BRICKELL PLACE, A CONDOMINIUM.

II

CONDOMINIUM ASSOCIATION NAME

The name of the Condominium Association herein formed shall be BRICKELL PLACE ASSOCIATION. This Association shall exist, without incorporation, as a legal entity pursuant to Chapter 711, Laws of Florida, 1963, Section 12 as amended. This Association shall have all of the powers and duties set forth in the said

This instrument prepared by  
and return to:

ALBERT C. WERLY, Attorney at Law  
6641 Central Avenue  
Post Office Box 40750  
St. Petersburg, Florida 33743  
Telephone: (813) 381-0000

CONDOMINIUM PLATS PERTAINING HERETO  
ARE RECORDED IN CONDOMINIUM PLAT BOOK  
\_\_\_\_\_, PAGES \_\_\_\_ THROUGH \_\_\_\_\_.

Condominium Act, except as limited by this Declaration and By-laws, and shall have all of the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration and Bylaws, as the same may be amended from time to time. The power of this Association to purchase an apartment in the Condominium shall be unlimited. The operation of this Condominium Association shall be governed by the Bylaws attached hereto as Exhibit II, the same being incorporated herein by this reference as though set forth in full.

### III

#### DEFINITIONS

As used in this Declaration of Condominium and in the Exhibits attached hereto and incorporated herein, the following definitions shall prevail:

A. "Apartment unit or residential unit" means one of the 552 condominium parcels which are designated or intended for use as a private residence, domicile or homestead, being subject to private ownership which is coupled with an undivided interest in the common elements.

"Commercial unit" means one of the 30 parcels which are designated and intended for commercial, business or hobby use being subject to private ownership which is coupled with an undivided interest in the common elements.

B. "Assessment" means a share of the funds required for the payment of common expenses of the Condominium Community which from time to time is assessed against an apartment unit or condominium parcel.

C. "Association" means BRICKELL PLACE ASSOCIATION, which is the entity responsible for the operation of the Condominium Community.

D. "Apartment owner" or "condominium parcel owner" means the owner of any condominium parcel.

E. "Bylaws" mean the bylaws of the Association, as may exist from time to time, which govern the operation of the Condominium Community.

F. "Common elements" includes within its meaning the following items:

- 1) The Land on which the improvements are located and any other land included in the condominium property, whether or not contiguous.
- 2) All parts of the improvements which are not

included within a condominium parcel.

3) Easements through condominium parcels for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to condominium parcels and the common elements.

4) An easement for support in every portion of a condominium parcel which contributes to the support of a building.

5) Installations for the furnishing of utility service to more than one condominium parcel, or to the common elements, or to a condominium parcel other than a condominium parcel containing the installation.

6) The property and installations in connection therewith required for the furnishing of services to more than one condominium parcel or to the common elements.

7) The tangible personal property required for maintenance and operation of the condominium, even though owned by the Association.

G. "Limited Common Elements" means and includes those portions of common elements which are reserved for the use of designated condominium parcels to the exclusion of all other condominium parcels.

H. "Common Expenses" means the expenses for which the owner of a condominium parcel is liable to the Association.

I. "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of common elements, over the amount of common expenses.

J. "Condominium" means that form of ownership of condominium property under which units of improvements are subject to ownership by one or more owners, and there is appurtenant to each unit, as a part thereof, an undivided share in the common elements.

K. "Declaration" or "Declaration of Condominium" means this instrument and all of the exhibits attached hereto and incorporated herein as amended from time to time.

L. "Condominium Parcel" means one of the 582 apartment units, commercial, business or hobby parcels together with an undivided interest in the Common Elements which is appurtenant to a condominium parcel.

M. "Condominium Community" and "Condominium Property" means and includes the land in the Condominium, whether or not contiguous, and all improvements thereon, and all easements and rights

appurtenant thereto, intended for use in connection with the Condominium, excepting only washing machines, dryers, and electrical equipment located in the laundry and electrical rooms, as designated in said buildings, vending machines, pay phones, and all other coin operated convenience and communication equipment.

N. "Developer" means AMERICAN DESIGN & DEVELOPMENT CORP. OF MIAMI, a Florida Corporation, d/b/a BRICKELL PLACE.

O. "Institutional Mortgagee" means any commercial bank, Federal Savings and Loan Association, State Savings Bank, insurance company, mortgage banker, pension fund, any other lender generally recognized in the community as an institutional lender, government agency or real estate investment trust that finances the purchase of a condominium parcel by an owner securing the loan by a mortgage on the condominium parcel in question.

P. "Management Agreement" means and refers to that certain agreement which is attached to this declaration and incorporated herein as Exhibit III pursuant to which the Association has employed the services of the Management Company to operate the Condominium Community.

Q. "Management Company" means a corporation employed by the Association to provide the services described in the Management Agreement.

IV

IDENTIFICATION OF APARTMENT UNITS and/or  
CONDOMINIUM PARCELS

Exhibit IV, which is attached hereto and incorporated herein, identifies each condominium parcel in this condominium community by number. Each condominium parcel in the condominium community has been designated by its own identifying number, and no other parcel bears the same designation as any other parcel.

Said Exhibit IV includes a survey of the land and a graphic description of the improvements in which units are located, and plot plans thereof which, together with the declaration, contain sufficient detail to identify the common elements and each unit, and provide accurate representations of their locations and dimensions. The exhibit contains the certificate of a licensed Florida surveyor as required by the Condominium Act, as well as a separate surveyor's certificate attached hereto as Exhibit V.

BOUNDARIES OF APARTMENT UNITS OR CONDOMINIUM PARCELS

Each condominium parcel will include that part of the building containing the parcel which lies within the boundaries of the unit. Said boundaries are as follows:

A. Upper and Lower Boundaries - The upper and lower boundaries of the condominium parcel shall be the following boundaries extended to an intersection with the perimetrical boundaries.

- 1) Upper Boundary - The horizontal plane of the lower surfaces of the ceiling concrete slab. For apartments next to the roof, the horizontal plane of the upper surface of the chords of the roof steel bar joists or roof trusses which serve as ceiling joists, if any, otherwise the lower surface of the ceiling concrete slab.
- 2) Lower Boundary - The horizontal plane of the upper surfaces of the floor concrete slab.

B. Perimetrical Boundaries - The perimetrical boundaries of the apartment will be the following boundaries extended to an intersection with the upper and lower boundaries.

- 1) Exterior Walls - The intersecting vertical planes adjacent to and which include the unfinished exterior of the outside walls of the parcel, and when there is attached to the building a balcony, terrace, canopy, or other portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of ground floor parcels, such boundaries shall include the terraces serving such apartments.
- 2) Connecting Walls - The vertical planes of the center lines of walls bounding a parcel extended to intersections with other perimetrical boundaries with the following exceptions:

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

When the walls of differing thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall

shall be extended into the thicker wall for a distance which is one half the thickness of the thinner wall and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

VI

OWNERSHIP OF COMMON ELEMENTS

The fee title to each condominium parcel will include both condominium parcel and undivided interest in the common elements contained in the entire Condominium Community. Such undivided interest, stated as a percentage, has been assigned to each condominium parcel as set forth in Exhibit VI which is attached hereto and incorporated herein. Any conveyance or encumbrance of a condominium parcel shall be deemed a conveyance or encumbrance of both condominium parcel and undivided interest in common elements appurtenant thereto and any attempt to separate the fee title to a condominium parcel undivided interest in the common elements appurtenant thereto shall be null and void.

VII

COMMON EXPENSES AND COMMON SURPLUS

The Common Expenses of operating the Condominium Association and any Common Surplus of the Association will be shared by the owners of each condominium parcel in the same proportion as their percentage ownership interest in the Common Elements as set forth in Exhibit VI. Such allocation shall be binding and shall remain in full force and effect regardless of fluctuations in the purchase price of various condominium parcels, the locations, or the actual square footage contained in said units.

VIII

METHOD OF AMENDING DECLARATION

Except for amendments which involve the items described in the paragraph immediately below, this Declaration may be amended at any regular or special meeting of the membership of the Association which has been called or convened in accordance with the Bylaws of the Association by the affirmative vote of not less than seventy-five (75%) percent of the owners of condominium parcels.

Notwithstanding the above, a unanimous vote of the owners of condominium parcels and their Institutional Mortgagees shall be

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required in order to make any amendment which would (1) alter their percentage of ownership in the Common Elements appurtenant to each condominium parcel as described in Article VI, (2) alter the basis of apportioning common expenses and common surplus as described in Article VI, or (3) alter voting rights of condominium parcel owners.

No amendment shall be passed which shall impair or prejudice the rights and priorities of any previously recorded institutional mortgage or that shall change any portion of this Declaration with respect to the rights and priorities of institutional mortgagees without the written approval of all institutional mortgagees having first been obtained.

Until the first condominium parcel is conveyed to a purchaser and the deed properly recorded in the Public Records of Dade County, the Developer and his successors and assigns shall have the sole right to amend, alter, change or modify the terms and provisions of this Declaration and of exhibits attached hereto and incorporated herein.

Notwithstanding anything contained elsewhere in this Article, the Developer reserves the right to change the interior design and arrangement of any condominium parcel and to alter the boundaries between units as long as the Developer owns the units so altered. However, no such change shall increase the number of units used as apartment residences in the Condominium Community unless approved by an amendment to this Declaration pursuant to the procedures described above. If the Developer should alter the interior design of one or more units as herein provided for then such changes shall be reflected by an amendment to this Declaration with a survey attached which reflects the alterations, which amendment need only be executed by the Developer and the holder of any institutional mortgage on the altered apartment units.

## IX

### AMENDMENT OF BYLAWS

The Bylaws may be amended in the same manner as provided for amending this Declaration as more fully described in Article VIII above.

## X

### THE ASSOCIATION

In addition to the authority set forth in Article II above the Association shall have the following duties and powers:

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A. -the irrevocable right to have access to each condominium parcel from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to common elements or to any other unit or units.

B. -the power to make and collect assessments and to lease maintain, repair and replace common elements and limited common elements.

C. -the duty to maintain accounting records according to good accounting practices, which will be open to inspection by condominium parcel owners during working hours.

D. -the power to enter into contracts with others for a valuable consideration, for the maintenance and management of the Condominium Community, including the normal maintenance and repair of common elements and limited common elements, and in connection therewith, to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for non-payment, etc. Each condominium parcel owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to adopting, ratifying, confirming and consenting to the execution of the same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by the condominium parcel owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the management company's fee, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts of the Board of Directors and Officers of the Association entering into such agreement are hereby ratified, confirmed, approved and adopted.

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

XI

ASSESSMENTS, LIABILITIES, LIENS AND INTEREST

The Association, through its Board of Directors, will establish an annual budget for the Association and will assess

condominium parcel owners for their proportionate share of common expenses except for expenses allocated for the maintenance and repair of yacht slips, which costs shall be equally allocated to the various owners of such yacht slips, which such assessments will be on the basis set forth below. The Developer is excused from payment of its share of the common expense in respect to units owned by the Developer during the period of time Developer owns such units, and Developer guarantees that the assessment for common expenses of the condominium imposed upon the unit owners other than the Developer shall not increase over the stated published dollar amount and hereby obligates itself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners. Developer may commence paying its share of the common expense and thereupon be relieved of any further liability under this guarantee.

A. The Board of Directors of the Association in establishing an annual budget for operation, management and maintenance of the Condominium, may include therein a sum to be collected and maintained as a reserve fund for replacement of common elements and, which reserve fund will be for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the common elements as well as the replacement of personal property which may constitute a portion of the common elements held for the joint use and benefit of all of the owners of condominium parcels. The amount to be allocated to such reserve fund will be established by said Board of Directors so as to accrue and to maintain at all times a sum reasonably necessary to anticipate the need for replacement of said common elements. The amount collected and allocated to the reserve fund will be maintained in a separate account by the Association, although nothing herein contained will limit the Association from applying any monies in such reserve fund to meet other needs or requirements of the Association in operating or managing the Condominium Community in the event of emergencies, or in the event that the sums collected from owners of condominium parcels are insufficient to meet the then fiscal financial requirements of the Association.

B. All monies collected by the Association shall be treated as the separate property of the said Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Community, or to the proper undertaking of the duties imposed upon it by virtue of this Declaration of Condominium and Bylaws of said Association. Monies for any assessment paid to the Association by any owner of a condominium parcel, may be co-mingled with the monies paid to the Association by other unit owners. Although all funds and other assets of the Association, and any increments thereto or profits derived therefrom, will be held for the benefit of the members of the Association, no member of the said Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his condominium parcel.

When the owner of a condominium parcel shall cease to be a member of the Association by reason of the divestment of his ownership of such condominium parcel, by whatever means, the Association shall not be required to account to such owner for any share of the funds or assets of the Association, or which may have been paid to said Association by such owner, as all monies which any owner has paid to the Association will be and constitute an asset of said Association and may be used in the operation and management of the Condominium Community.

C. The payment of any assessment or installment thereof due to the Association shall be in default if such assessment, or any installment thereof, is not paid to the Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to the Association shall bear interest at the rate of ten (10%) percent per annum until such delinquent assessment or installment thereof and all interest due thereon has been paid in full to the Association.

D. The owner or owners of each condominium parcel shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, which may be levied by the Association while such party or parties are owner or owners of a condominium parcel in the Condominium. In the event that any owner or owners are in default in payment of any assessment or installment thereof owing to the Association, such owner or owners shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether or not suit be brought.

E. No owner of a condominium parcel may exempt himself from liability for any assessment levied against such owner and his condominium parcel by waiver of the use or enjoyment of any common elements, limited common elements, or by abandonment of a condominium parcel, or in any other manner.

F. Recognizing that the necessity for providing proper operation and management of the Condominium entails the continuing payment of costs and expenses therefor, which results in benefit to all owners of condominium parcels, and that the payment of such common expenses represented by the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of a condominium parcel, the Association is hereby granted a lien upon each condominium parcel and its appurtenant undivided interest in common elements, and if applicable upon any exclusive right to use limited common elements which may be an appurtenance to any such condominium parcel, which lien will secure and does secure monies due on all assessments now or hereafter levied against the owner of each condominium parcel and which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to the Association as well as all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida; and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any condominium parcel from the date on which the payment of any assessment or installment thereof became delinquent, and, without notice to the owner of such condominium parcel, the Association shall be entitled to the appoint-

ment of a receiver for said condominium parcel. The rental required to be paid shall be equal to the rental charged on comparable type or apartments in the Miami area. The lien granted to the Association will further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of ten (10%) percent per annum on any such advances made for such purpose. All persons, firms or corporations who acquire, by whatever means, any interest in the ownership of any condominium parcel, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to the Association, and will acquire such interest in any condominium parcel expressly subject to such lien, upon its recording as provided hereinafter.

G. The lien herein granted unto the Association shall be effective from and after the time of recording in the Public Records of Dade County a claim of lien stating the description of the condominium parcel encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien will include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien will be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same will be satisfied of record. The claim of lien filed by the Association will be subordinate to a lien of any mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien, except that the lien of the Association for tax or special assessment advances made by the Association where any taxing authority having jurisdiction levied any tax or special assessments against the Condominium as an entirety instead of levying the same against each condominium parcel and its appurtenant undivided interest in common elements, will be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion of any tax or special assessment will specifically designate that the same secures an assessment levied pursuant to the provisions of this paragraph.

In the event that any person, firm or corporation acquires title to any condominium parcel and its appurtenant undivided interest in common elements by virtue of any foreclosure or judicial sale or through voluntary conveyance in lieu of foreclosure and judicial sale, such person, firm or corporation so acquiring

title shall only be liable and obligated for assessments as will accrue and become due and payable for said condominium parcel and its appurtenant undivided interest in common elements subsequent to the date of acquisition of such title, and will not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation will acquire such title subject to the lien of any assessment by the Association representing an apportionment of taxes or special assessment levied by taxing authorities against the Condominium in its entirety. In the event of the acquisition of a condominium parcel by foreclosure or judicial sale, or through voluntary conveyance in lieu of foreclosure and judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all condominium parcels as a part of common expense, although nothing herein contained will be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

H. Whenever any condominium parcel will be leased, sold or mortgaged by the owner thereof, the Association, upon written request of the owner of such condominium parcel, will furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which may be due and payable to the Association by the owner of such condominium parcel. Such statement shall be executed by any officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

I. In the event that a condominium parcel is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of said condominium parcel due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the proceeds of such rental, purchase or mortgage proceeds, will be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installments thereof due to the Association before the payment of any rent, proceeds of purchase or mortgage proceeds to the owner of any condominium parcel who is responsible for payment of such delinquent assessment.

J. In any voluntary conveyance of a condominium parcel, a grantee will be jointly and severally liable with a grantor for all unpaid assessments against a grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of a grantee to recover from a grantor the amounts paid by a grantee therefor.

K. Institution of a suit at law to attempt to effect collection of any delinquent assessment shall not be deemed to be

an election by the Association which will prevent its thereafter seeking enforcement of collections of any sums remaining owing to it by foreclosure, or will proceedings by foreclosure to attempt to effect such collections be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining due to it.

XII

INSURANCE

The following provisions shall apply in connection with the insurance to be maintained by the Association:

A. All insurance policies (except as hereinafter allowed) will be purchased by the Association for the benefit of the condominium parcel owners and their respective mortgagees as their interests may appear and shall provide for the issuance of certificates of insurance and mortgagee endorsements to the holders of first mortgages on the units or any of them and shall provide that the insurer waives its right of subrogation as to any claim against condominium parcel owners, the Association and their respective servants, agents and guests. Such policies and endorsements will be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

B. Each condominium parcel owner may obtain insurance, at his own expense, affording coverage upon his own property and for his individual liability, but all such insurance will contain the same waiver of subrogation as that referred to herein and shall waive any right to contribution.

C. The following coverage will be obtained by the Association:

- 1) -the buildings and all other insurable improvements upon the land and all personal property as may be owned by the Association will be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by an insurance company affording such coverage. Such coverage will afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily will be covered with respect to buildings similar in construction, location and use, including but not limited to vandalism, malicious mischief, and windstorm damage.
- 2) -public liability and property damage in such

amounts and such forms as shall be required by the Association, including but not limited to legal liability, hired automobile, non-owned automobile and off-premises employee coverage.

3) -workmen's compensation policy to meet the requirements of law.

4) -all liability insurance containing cross liability endorsements to cover liabilities of the condominium parcel owners as a group to an individual condominium parcel owner and one condominium parcel owner against another.

5) -flood insurance or other similar insurance as may be required by Federal Regulation in connection with the making of first mortgages on condominium parcels.

D. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expense.

E. All insurance policies purchased by the Association will be for the benefit of the Association and the condominium parcel owners and their mortgagees as their respective interests may appear, and will provide that all proceeds payable as a result of casualty losses will be paid to any national bank doing business in Dade County, having trust powers (provided such bank has assets of fifty million dollars or more) and which bank will be designated from time to time by the Association, as Trustee. Said bank is herein referred to as the Insurance Trustee. The Insurance Trustee shall neither be liable for payment of premiums nor for the renewal of the policies, nor for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the condominium parcel owners, and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

1) -proceeds on account of damage to common elements will be held in the same proportion as the undivided shares in common elements which are appurtenant to each of the units.

2) -proceeds on account of damage to units to be held in the following manner in undivided shares:

(a) -partial destruction when the building or buildings are restored - for the condominium parcel owners of the damaged units in proportion to the costs of repairing the damage suffered by each damaged unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee, the appropriate portions as aforesaid, and each apartment owner shall be bound thereby and the Insurance Trustee may rely upon such certification;

(b) -total destruction where the building or buildings are destroyed or where the building is not to be restored - for all condominium parcel owners, the share of each, being that set forth on Exhibit VI as an undivided share in the common elements which are appurtenant to each of the units.

F. If any part of the common elements shall be damaged by casualty, such damaged portion shall be promptly reconstructed or repaired as herein provided unless such damage renders one half or more of the condominium parcels untenable and condominium parcel owners, who in aggregate own 80% or more of the units, vote against such reconstruction or repair at a meeting which will be called within ninety (90) days after the occurrence of the casualty; or, if by such date, the insurance loss has not been finally adjusted, then within thirty (30) days after such final adjustment

- 1) -any such reconstruction or repair will be substantially in accordance with the plans and specifications to be prepared by an architect selected by the Association.
- 2) -encroachments upon or in favor of condominium parcels which may be created as a result of such reconstruction or repair will not constitute a claim or basis of a proceeding or action by a condominium parcel owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building or buildings stand.
- 3) -the Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, will deliver such certificate as soon as practical.

G. If the damage is only to those parts of one condominium parcel for which the responsibility of maintenance and repair is that of a condominium parcel owner, then the condominium parcel owner will be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty will be that of the Association.

- 1) -Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association will obtain reliable and detailed estimates of the cost to replace the damaged property to a condition as good as that before the casualty. Such costs may

include professional fees and premiums for such bond as the Directors of the Association desire.

2) -If the proceeds of insurance policies are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessment will be made against all condominium parcel owners in sufficient amounts to provide funds for the payment of said costs.

3) -The funds for payment of costs of reconstruction and repair after casualty, which will consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against condominium parcel owners, will be disbursed in payment of such cost in the following manner:

(a) -If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee.

(b) -The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the condominium parcel owners; to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the condominium parcel owners may direct, or if there is a mortgagee endorsement, then to such payees as condominium parcel owners and first mortgagees direct. Nothing contained herein, however, will be construed so as to limit or modify the responsibility of the condominium parcel owners to make such reconstruction or repair.

(c) -If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessment for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee, which is a beneficiary of the Insurance Policy, the proceeds of which are included in the construction fund will be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(d) -If the amount of the estimated cost of reconstruction and repair of the building or buildings or other improvements is more than the total of the

annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund will be applied by the Insurance Trustee to the payment of such costs and shall be paid to or for the account of the Association from time to time as the work progresses, but shall not be paid more frequently than once in any calendar month. Said Trustee will make such payments upon the written request of the Association, accompanied by a certificate, dated not more than fifteen (15) days prior to such request, signed by a responsible officer of the Association, and by an architect who shall be selected by the Association, in charge of the work, setting forth that (1) the sum then requested either has been paid by the Association or is justly due to contractors, sub-contractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work giving a brief description of the services and materials and several amounts so paid for withdrawal of insurance proceeds in any previous event pending request, or has been paid out of any proceeds of insurance received by the Association, and that the sum requested does not exceed the value of the services and material described in the certificate, (2) that except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing such certificate after due inquiry, which might become the basis of a vendor's, mechanics', materialmen's or similar lien upon such work, common elements or any individual condominium parcel, and (3) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of insurance proceeds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

It will be presumed that the first monies disbursed in payment of such costs of reconstruction and repair will be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to the Association.

- 4) -Each condominium parcel owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association subject to the rights of mortgagees of such condominium parcel owners.
- 5) -In the event a mortgagee endorsement has been issued as to a condominium parcel, the share of the condominium parcel owner will be held in trust for the

mortgagee and the condominium parcel owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property will be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the condominium parcel owner and mortgagee pursuant to the provisions of this Declaration.

XIII

VOTING RIGHTS OF APARTMENT OWNERS

Each condominium parcel shall be entitled to one vote at any meeting of the Association. The vote of each condominium parcel is not divisible. If a parcel is owned by more than one person, the owners of said unit shall designate one of them as the voting member, or in the case of a corporate parcel owner, an officer or employee thereof shall be designated as the voting member. The designation of the voting member shall be made as provided by and shall be subject to provisions and restrictions set forth in the Bylaws of the Association.

XIV

LIMITED COMMON PROPERTY

During the first 48 months from the date of recording of this Declaration of Condominium, the Developer shall have the right to assign or sell additional parking spaces and yacht slips designated as limited common elements to the owners of particular condominium parcels, which assignment shall be made by an instrument in writing, an executed copy of which shall be delivered to the Association. Excepting for owners' lockers and yacht slips, whenever any limited common element is assigned to a particular condominium parcel, the owner of such parcel shall have the exclusive right to the use thereof without separate charge by the Association. Except for owners' lockers and yacht slips the Association will maintain all of the limited common elements and the cost of such maintenance will be considered as common expenses to be assessed against all condominium parcels as provided for elsewhere in this Declaration. Whenever any limited common element is assigned to a particular condominium parcel, then the same will become an appurtenance to said unit and shall be encumbered by and subject to any mortgage then or thereafter encumbering such parcel.

A. Except when the instrument of conveyance provides otherwise, a conveyance or passing of title to the condominium parcel to which such an assignment has been made, the exclusive right to the use of such limited common element shall pass as an appurtenance thereto in the same manner as the undivided interest in the common elements appurtenant to such condominium parcel.

B. Every residential condominium parcel shall have per-

manently assigned to it a parking space, which assignment shall designate that such parking space is a "permanently assigned parking space." upon conveyance or passing of title to the residential condominium parcel, the exclusive right to such parking space shall pass as an appurtenance thereto in the same manner as the undivided interest in the common elements appurtenant to such condominium parcel. A residential condominium parcel owner may exchange one permanently assigned parking space for another upon approval of the Association.

C. Transfer or assignment of limited common elements, yacht slips and additional parking spaces other than the permanently assigned parking spaces, shall be effective only upon registration of such assignment or transfer with the Association.

D. Owners lockers shall be assigned to owners of residential condominium parcels in accordance with sheets 7 and 19 of Exhibit IV.

E. In no event shall Developer transfer or sell more than 796 of the parking spaces as depicted in Exhibit IV. Upon the expiration of 48 months from the date of recordation of the Declaration of Condominium, the right of the Developer to make assignment of parking spaces and all yacht slips shall cease and terminate. All assigned parking spaces, yacht slips and owners lockers shall be limited common elements, and all of said unassigned parking spaces and yacht slips shall thereupon become and be deemed general common element.

XV

MODIFICATION TO CONDOMINIUM PARCELS

No condominium parcel owner, except the Developer, shall make any change, alteration, enclosure, addition to or remove any portion of a condominium parcel without the consent of a majority of the Board of Directors of the Association. No changes shall ever be made to the exterior of the buildings unless they shall be uniform throughout the buildings and no screened enclosures of outside balconies or terraces shall be permitted.

Notwithstanding the above, a person or corporation which owns contiguous condominium parcels may alter such contiguous units so as to integrate them to a single unit for living purposes only. Such alterations will be at the sole expense of the owner of the condominium parcels in question and may only be made if same do not interfere with the enjoyment of the common elements by others.

XVI

ENFORCEMENT BY ASSOCIATION

All restrictions, reservations, covenants and easements contained in this Declaration and in the Exhibits attached hereto and incorporated herein, and any rules and regulations filed here-with or as may be adopted, amended or modified from time to time pursuant to the authority herein vested, shall constitute covenants

running with the land or equitable servitudes upon the land, as the case may be, shall rule perpetually unless terminated as provided herein, and shall be binding upon all condominium parcel owners, their mortgagees, grantees, devisees, heirs, personal representatives, successors and assigns. Failure of any condominium parcel owner to comply with the terms of this Declaration or with the Exhibits attached hereto and incorporated herein shall entitle the Association or any other condominium parcel owner to such relief as may be provided by law in addition to the rights conferred to them by this Declaration. If the Association or condominium parcel owner shall be required to file any action to obtain compliance therewith or to enforce its rights against a condominium parcel owner, it shall be entitled to be reimbursed for its reasonable attorney's fees and court costs which the condominium parcel owner hereby agrees to pay.

## XVII

RIGHTS OF INSTITUTIONAL MORTGAGEE

In addition to the various other rights provided to Institutional Mortgagees in this Declaration, said Institutional Mortgagees shall, upon request in writing, be entitled to the following:

- A. To be furnished with one copy of the Annual Financial Statement and Report of the Association, prepared by an independent certified public accounting firm designated by the Association, which report will include a detailed statement of income and operating expenses and which report will be furnished within 60 days after the end of each calendar year.
- B. To be given written notice by the Association of the call of any meeting of the membership of the Association at the same time such notice is provided to the condominium parcel owner.
- C. To be given written notice of any default by the owner of a condominium parcel encumbered by a mortgage held by such Institutional Mortgagee.
- D. To be given an endorsement to the insurance policies covering the common elements and the limited common elements requiring that such Institutional Mortgagee be given any notice of cancellation provided for in such policy.

## XVIII

WAIVER OF RIGHTS

The failure of the Developer or the Association or any condominium parcel owner to enforce any covenant, restriction or

other provision of this Declaration or of the Exhibits which are attached hereto or incorporated herein, or any of the rights conferred by the Condominium Act, shall not constitute a waiver of the right of said Developer, Association or condominium parcel owner to do so thereafter.

XIX

TERMINATION

The Condominium Community created by this Declaration of Condominium may be voluntarily terminated by the unanimous vote of the owners of all condominium parcels and their Institutional Mortgagees.

XX

OFFICES OF DEVELOPER AND MODEL AREA

That area of the Condominium Community which is used by the Developer as a reception, office area and model area for purposes of carrying out the Developer's sales program shall be exempt from use restrictions set forth herein or as amended or modified from time to time. So long as the Developer or any assignee of the Developer upon whom it confers these rights owns any condominium parcel in the Condominium Community then the areas referred to above shall remain in the possession of the Developer or its assigns for the sole use of their officers, directors, agents and employees and neither the Association or any individual condominium parcel owner shall have the right to charge rents for the use of such areas or to in any way interfere with the sales effort of the Developer or the Developer's assignee. Developer's employees and agents shall have the full right and privilege to show condominium parcels and to use the common elements for purposes of furthering the Developer's sales efforts and without limitation to do any and all things deemed necessary or appropriate to sell or rent condominium parcels, all without charge by the Association or by the individual condominium parcel owners.

XXI

RESIDENTIAL USE OF CONDOMINIUM PARCELS

Each "residential unit" is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, tenants and lessees. Units A-102 through A-105, inclusive, A-106A, A-106B, A-201 through A-206 inclusive, A-223, B-101 through B-109 inclusive, and B-147 are hereby restricted to hobby or storage purposes only. Commercial unit A-207, A-208 and A-209, B-201 through B-204 inclusive, are hereby restricted to commercial uses or purposes serving only

invited guests and owner residents of Brickell Place Condominium. Attached hereto as Exhibit VII and by this reference made a part hereof as if set forth in full herein is the Rules and Regulations which may be amended or modified from time to time by the Association, provided that said Rules and Regulations need not be recorded as an amendment to the condominium documents, but the same shall be construed and enforced as a provision of this Declaration. Residential use shall permit the premises to be occupied and used as an apartment-hotel, provided such parcel is leased for not less than three months at a time, but no private dwelling may be otherwise used for commercial purposes. All leases, subleases or guests staying longer than three days shall be subject to the written approval of the Association.

XXII

MAINTENANCE AND REPAIR

The Association, at its expense, will be responsible for the maintenance, repair and replacement of all of the common elements and limited common elements, all exterior walls of the condominium parcels, those portions of the common elements which contribute to the support of the buildings comprising the Condominium Community, and all conduits, ducts, plumbing, wiring and other other facilities located in the common elements, in the limited common elements, and in the outside walls of the condominium parcels, for the furnishing of the utility services to portions of the Condominium Community, and if any incidental damage be caused to any condominium parcel by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any common elements, the Association shall, at its expense, repair such incidental damage. The Association shall also repair and replace windows and sliding doors in individual condominium parcels whenever repair or replacement of same become necessary, except that the cost of such repair or replacement will be assessed against the condominium parcel involved and will not be created as a common expense. Washing or cleaning of windows and sliding glass doors shall be the responsibility of the condominium parcel owners.

The owner of each condominium parcel must promptly correct any condition which, if left uncorrected, would adversely affect the building in which the condominium parcel is located or any part thereof belonging to another condominium parcel owner. If any building should sustain damages because of a condominium parcel owner's failure to correct a condition within his condominium parcel, such owner shall be liable and responsible for the damages and liability which his actions or nonactions occasioned. The condominium parcel owner of each unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans, garbage disposals or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone sewage and sanitary service to his condominium parcel and which may

now or hereafter be situated in his condominium parcel. Such owner shall further be responsible and liable for the maintenance, repair and replacement of the interior of his parcel, which interior shall include, but not be limited to any and all walls, including the unexposed or underside surface of the drywall on all exterior boundary walls, ceiling and floor exterior surfaces, painting, decorating and furnishings, all pipes, wires, ducts, etc., serving only such owners parcel, and all other accessories which such owner may desire to place or maintain in his condominium parcel.

XXIII

NONEXCLUSIVE EASEMENT IN COMMON ELEMENTS

The common elements, including but not limited to streets, walks and other rights-of-way serving condominium parcels and contained in the condominium community shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of condominium parcels in the condominium community for their use and for the use of their immediate families, guests, tenants and lessees, for all proper and normal purposes, including reasonable access to the public rights-of-way, and for the furnishing of services and facilities for which the same are reasonable intended, for the enjoyment of said persons. In addition, the easement created hereby shall also run in favor of the owners of condominium parcels in the buildings comprising the second phase of Brickell Place, which condominium parcels are subject to an entirely separate Declaration of Condominium; it is the intention of the Developer that the owners of condominium parcels in the two phases of Brickell Place shall be granted mutual easements of access across the common elements contained in each phase.

The Condominium Association hereinabove set forth and created by virtue of this Declaration of Condominium, shall be and the same is hereby authorized and empowered from time to time, and subsequent to the recording of this Declaration of Condominium, to acquire and/or enter into agreements whereby the Association acquires leasehold membership and/or other possessory or use interest in lands and/or facilities, including but not limited to easements, additional rights-of-way, licenses, club houses or other recreational facilities, whether or not contiguous to the land of this condominium, intended to provide for the enjoyment, recreation, additional egress and ingress, easements, licenses, rights-of-way or other use or benefit to the condominium parcel owner or tenant. The Association is hereby empowered to pass, adopt or include rules, regulations, covenants and restrictions concerning the use of the same by said condominium parcel owners or tenants.

The costs and expense of the maintenance, repair or replacement of such possessory or use interest in lands or facilities so acquired will be a common expense as herein set forth. Providing further, that in the event this Association acquires such possessory or use interest in common with another condominium or condominiums, that the common expense attributable to this condominium shall be that sum which is the product of the quotient

of the costs divided by the total number of condominium parcels, times the number of condominium parcels in this condominium.

The said Association is and the same is hereby empowered to give, grant, convey and enter into agreements with another condominium or condominiums, creating walkways, streets, easements, licenses, rights-of-way, sewer lines and lift stations, water mains and other utility conduits or easements over, on, upon and through that portion of the common elements of this condominium which is without the building or buildings or any part thereof, situated upon the real property described in Article I hereof. That, as a condition thereto, and in consideration of such grants, conveyances or agreements, each such condominium which is or will become a party thereto will assume as a common expense their pro-rata share of the cost and expenses of the maintenance thereof. That such cost and expense will be a common expense as above determined.

Except as set forth above, all grants, conveyances, agreements or otherwise, entered into by virtue of Article XXIII of the Declaration of Condominium, shall be approved by not less than the majority of the Board of Directors of the Association and written approval and ratification of 75% of the members entitled to vote. That the agreements, conveyances, or otherwise, should contain a provision certified to by the Secretary of the Association that the same is ratified and approved by a majority of the Board of Directors of the Association.

That all such grants, conveyances, and/or agreements will automatically terminate as the same relates to a specific condominium or condominiums terminating their existence as a condominium.

#### XXIV

##### EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENCE ENCROACHMENTS

In the event that any condominium parcel shall encroach upon any common elements for any reason not caused by the purposeful or negligent act of the condominium parcel owner or owners in question, then an easement appurtenant to such condominium parcel shall exist for the continuance of such encroachment into the common elements for so long as such encroachments shall naturally exist; and, that in the event that portions of the common elements shall encroach upon any condominium parcel then an easement shall exist for the continuance of such encroachment of the common elements into any condominium parcel for so long as such encroachment shall naturally exist.

XXV

RESTRICTION ON USES OF CONDOMINIUM PARCEL

No immoral, improper, offensive or unlawful use shall be made of any condominium parcel and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium Community shall be observed. No owner of any condominium parcel shall permit or suffer anything to be done or kept in his condominium parcel, or on the common elements, which will increase the rate of insurance on the Condominium Community or which will obstruct or interfere with the rights of other occupants of the buildings or annoy them by unreasonable noises, or shall any such owner undertake any use or practice which will create and constitute a nuisance to any other owner of a condominium parcel, or which interferes with the peaceful possession and proper use of any condominium parcel.

XXVI

RIGHT OF ENTRY INTO CONDOMINIUM PARCELS  
IN EMERGENCIES

In case of any emergency originating in or threatening any condominium parcel, regardless of whether the owner is present at the time of such emergency, the Association, or any other person authorized by it, shall have the right to enter such condominium parcel for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of such condominium parcel, if required by the Association, shall deposit under the control of the Association a key to such condominium parcel.

Whenever it is necessary to enter any condominium parcel for the purpose of performing any maintenance, alteration, or repair to any portion of the common elements, the owner of such condominium parcel shall permit the authorized agent of the Association to enter such units, provided that such entry be made only at a reasonable time and with reasonable advance notice.

XXVII

RIGHT OF THE ASSOCIATION TO ALTER  
AND IMPROVE PROPERTY AND ASSESSMENT THEREFORE

The Association shall have the right to make or cause to be made such alterations or improvements to the common elements as it deems advisable, provided that the making of such altera-

tions and improvements are approved by a majority vote of the Board of Directors of the Association and provided that the cost of such alterations and improvements do not exceed five thousand (\$5,000.00) dollars. Alterations and improvements to the common elements which will cost in excess of \$5,000.00 may not be undertaken without the affirmative vote of at least a majority of the entire voting membership of the Association acting at a meeting of the members duly called for such purpose.

The cost of alterations or improvements to common elements shall be assessed and collected as common expenses as in the case of regular assessments as provided for in Article XI of this Declaration. However, where any alterations or improvements are exclusively or substantially exclusively for the benefit of a condominium parcel owner or owners who own condominium parcels in a particular building, then such costs shall be assessed against and collected solely from the owners of condominium parcels in the building that is so benefited.

#### XXVIII

##### APPORTIONMENT OF TAX OR SPECIAL ASSESSMENTS IF LEVIED AND ASSESSED AGAINST CONDOMINIUM COMMUNITY AS A WHOLE

In the event that any taxing authority having jurisdiction over the Condominium Community shall levy or assess any tax or special assessment against the Condominium Community as a whole, as opposed to levying and assessing such tax or special assessment against each condominium parcel or limited common elements and their appurtenant undivided interest in common elements, as now provided for by law, then such tax or special assessment so levied shall be paid as a common expense by the Association and any taxes or special assessments which are to be levied shall be included, wherever possible, in the estimated annual budget of the Association, or shall be separately levied and collected as an assessment by the Association against all of the owners of all condominium parcels in the same manner that all common expenses are allocated to the owners of individual condominium parcels as provided for in Article VII of this Declaration.

The amount of the tax or special assessment allocated by the Association to each condominium parcel shall be and constitute a lien prior to all mortgages and encumbrances upon any condominium parcel regardless of the date of the attachment and/or recording of such mortgage or encumbrance, to the same extent as though such tax or special assessment had been separately levied by the taxing authority upon each condominium parcel.

All personal property taxes levied or assessed against personal property owned by the Association will be paid by the Association and will be included as a common expense in the annual budget of the Association.

TRANSFER OF CONDOMINIUM PARCELS

Whenever the owner of any condominium parcel, except parcels owned by the Developer, has received a bona fide offer to lease his condominium parcel or purchase his condominium parcel and is desirous of accepting such bona fide offer, a bona fide offer being defined as an offer in writing, binding upon the offeror and containing all of the terms and conditions of such sale or lease to be accompanied in the event the transaction is a sale by an earnest money deposit in the amount equal to at least 5% of the purchase price, the owner of such condominium parcel shall notify the Board of Directors of the Association in writing by registered or certified mail sent to the officers of the Association, of his desire to accept such offer for the purchase or lease of his condominium parcel, stating the name, address, business, occupation or employment, if any, of the offeror, an executed copy of the bona fide offer for said purchase or lease to be enclosed with such notice. The proposed purchaser or lessee will complete a personal information questionnaire on such forms provided by the Association. Upon receipt of all documents, the Association shall have the right and privilege of a personal interview with the proposed purchaser or lessee at a time and place mutually agreeable between the Association and the proposed purchaser or lessee, in no event later than 15 days after notice of the proposed sale or lease. The Association is hereby granted a right of first refusal to purchase said condominium parcel from the owner thereof under the terms and conditions contained in the bona fide offer of sale referred to above, which right of first refusal shall be exercised by the Association by providing the owner of the condominium parcel with written notice of its intention to so exercise within ten (10) days after having received the terms of the bona fide offer and after having received the personal information questionnaire of purchaser and after the Association interview of said purchaser. A closing date will then be set, and the transaction closed pursuant to the terms of the bona fide offer. If the proposed lease transaction is disapproved by the Association, notice thereof shall be given in writing by the Association and no lease shall be made nor shall the same be valid in any manner whatever. If the Association fails to notify the condominium parcel owner of its intention to exercise its right of first refusal of purchase or rejection of the lease within the said ten (10) day period herein provided for, then the condominium parcel owner may sell or lease the condominium parcel to the proposed purchaser or lessee under the terms and conditions of the bona fide offer.

The provisions of this Article shall not apply to a transfer to or a purchase by an Institutional Mortgagee which acquires its title as the result of owning a first mortgage upon the condominium parcel involved, and this shall be so whether

the title to said unit is acquired by foreclosure or by a deed in lieu of foreclosure. However, a subsequent sale or lease by the Institutional Mortgagee of the condominium parcel involved shall be subject to the terms and conditions of the right of first refusal herein contained.

XXX

RESIDENT AGENT

The Resident Agent of the Association to receive service of process is CHARLES K. CHEEZEM, whose residence address is: 866 Placido Way N.E., St. Petersburg, Florida, who will serve until he resigns, but will serve after resignation until his replacement has been designated by the Board of Directors and the name and residence address of the replacement agent are filed in the Office of the Clerk of the Circuit Court in Dade County, Florida.

XXXI

BOARD OF DIRECTORS

The Board of Directors of the Condominium Association, which shall consist of not less than three nor more than seven persons who shall be owners of a condominium parcel shall be elected in accordance with the provisions of the Bylaws, and shall serve for a period of one (1) year, provided that the first Board of Directors notwithstanding such ownership of a condominium parcel, shall consist of the following persons:

<u>NAME</u>	<u>ADDRESS</u>
CHARLES K. CHEEZEM	866 Placido Way N.E. St. Petersburg, Florida 33703
ALLEN C. HARPER	7875 S.W. 141st Terrace Miami, Florida 33158
CAROL T. CHEEZEM	866 Placido Way N.E. St. Petersburg, Florida 33703

The above named individuals, or any successor thereof during the first five (5) years, need not be an owner, and said individuals will serve for a period of five (5) years from the date of filing this Declaration of Condominium, notwithstanding the provisions of Article III of the Bylaws, and thereafter, until their successors are duly elected in accordance with the terms of the Declaration of Condominium and the Bylaws. The above named individuals or any successor thereof within the first five (5) years, may be re-elected from time to time to the Board of Directors, notwithstanding ownership of a condominium parcel. Vacancies in

the original Board of Directors may be filled by appointment of the remaining Directors to serve the unexpired term. Notwithstanding the foregoing:

When unit owners other than the developer own 15 percent or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three years after sales by the Developer have been closed of fifty percent of the units that will be operated ultimately by the Association, three months after sales have been closed by the Developer of ninety percent of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business any units in a condominium operated by the Association.

Additionally, prior to or within a reasonable time after the time that unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, such reasonable time not to exceed 60 days, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held or controlled by the Developer, including, but not limited to, the items, where applicable, as set forth in 711.66 (4) (a) 1975 Florida Laws.

XXXII

INDEMNIFICATION AND SAVINGS CLAUSE

If any provision of the Condominium Act of the State of Florida or section, sentence, clause, phrase, or word, or application thereof in any circumstance of said statute or this Declaration or annexed Bylaws, is held invalid, the validity of the remainder of said statutes or instrument and/or application of any such provision, section, sentence, clause, phrase or word, or other circumstance of said statutes, this Declaration shall not be affected thereby.

Off 9178 #1002

THIS DECLARATION OF CONDOMINIUM and the attachments  
hereunto made and entered into this 11<sup>th</sup> day of December, 1975.

Signed, sealed and delivered  
in the presence of:

John A. Cheezem  
Allen C. Harper

AMERICAN DESIGN & DEVELOPMENT  
CORP. OF MIAMI

By

Attest:

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF PINELLAS )

I HEREBY CERTIFY That on this 11<sup>th</sup> day of December,  
1975, before me personally appeared Charles K. Cheezem and  
Allen C. Harper President and Exec.Vice Pres respectively  
of AMERICAN DESIGN & DEVELOPMENT CORP. OF MIAMI, a corporation  
under the laws of the State of Florida, to me known to be the  
persons described in and who executed the foregoing Declaration  
of Condominium, and severally acknowledged the execution thereof  
to be their free act and deed as such officers, for the uses and  
purposes therein mentioned; and that they affixed thereto the  
official seal of said corporation, and the said instrument is  
the act and deed of said corporation.

WITNESS My signature and official seal at Miami, in  
the County of Dade, and State of Florida, the day and year last  
aforesaid.

John A. Cheezem  
Notary Public  
State of Florida at Large  
My Commission Expires: 3/31/76

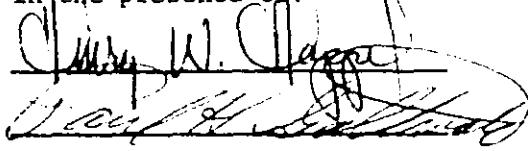
REC 9178 #1003

CONSENT OF MORTGAGEE TO DECLARATION OF CONDOMINIUM

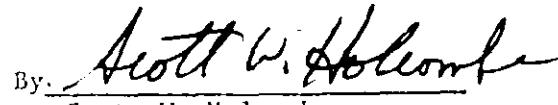
Chemical Bank, a New York banking corporation, the owner and holder of a Mortgage encumbering the land and the improvements described in the Declaration of Condominium creating BRICKELL PLACE, a condominium, which said Mortgage was recorded in the Public Records of Dade County, Florida, on August 16, 1973 as Clerk's instrument #73R196149, subsequently modified and filed for record on August 23, 1973 as Clerk's instrument #73R196150, and assigned to Chemical Bank by instrument dated September 15, 1975 and filed for record on September 16, 1975 as Clerk's instrument #75R190372, does hereby consent to the making of the foregoing Declaration and, as a result of such consent, the lien of the aforesaid Mortgage is now spread to each and every of the condominium units of BRICKELL PLACE Condominium.

IN WITNESS WHEREOF, Chemical Bank has caused this instrument to be executed in its name and seal affixed on this 8th day of December, 1975.

Signed, sealed and delivered  
in the presence of:


CHEMICAL BANK

By:   
Scott W. Holcombe  
Mortgage Loan Officer of  
Chemical Realty Corporation  
Attorney-in-Fact

REC 9178 #1004

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS.:  
)

On the 12<sup>th</sup> day of DECEMBER, 1975, before me personally  
came SCOTT W. HOLCOMBE, to me known and known to me  
to be the attorney-in-fact of Chemical Bank, the corporation described in,  
and which by its said attorney-in-fact executed the foregoing instrument,  
and duly acknowledged before me that she executed the same in the name of  
and as the act and deed of Chemical Bank, and for the purposes therein  
mentioned, by virtue of a power of attorney duly executed by said Chemical  
Bank, dated the 7<sup>th</sup> day of 11, 1975.



Lorene Stefan Gevalt

Notary Public

LORENE STEFAN GEVALT  
Notary Public, State of New York  
No. 314500940

Qualified in New York County  
Commission Expires March 30, 1977.

OFF REC 9178 1005

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that the officers, from time to time, of Chemical Realty Corporation, a New York Corporation having an office at 277 Park Avenue, New York, New York by and hereby are appointed and constituted true and lawful attorneys-in-fact and agents of Chemical Bank and each of them hereby is authorized and empowered in the name and on behalf of Chemical Bank, a N.Y. banking corporation having its principal office at 20 Pine Street, New York, New York from time to time:

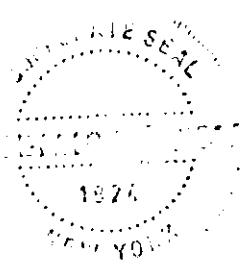
To sign, execute, acknowledge, verify, deliver or accept on behalf of Chemical Bank, the following: Loan agreements (including building loan agreements) and other agreements (including but not limited to extension, consolidation, transfer and participation agreements), indentures, mortgages, deeds, releases, contracts of sale, conveyances, assignments, transfers, certificates, certifications, declarations, discharges, satisfactions, affidavits, demands, checks, drafts and other orders for the payment of money and any and all other instruments or documents in connection with the conduct of Chemical Bank's mortgage loan business.

IN WITNESS WHEREOF, we have hereunto set our hands and the seal of Chemical Bank, this day, November 7, 1975.

Chemical Bank

BY *John P. Malone*  
John P. Malone  
Senior Vice President

BY *John B. Wynne*  
John B. Wynne  
Secretary & General Counsel



OFF REC 9178 pg1006

ACKNOWLEDGEMENT

STATE OF NEW YORK } ss.:  
COUNTY OF NEW YORK }

On the 7th day of November, 1975, before me personally came John P. LaWare and John B. Wynne to me known, who, being by me duly sworn, did depose and say that they, respectively, reside at 64 Greenacres Avenue, Scarsdale, New York and No. One Nedley Lane, Greenwich, Connecticut, that they are respectively a Senior Vice President and Secretary and General Counsel of CHEMICAL BANK, the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that they signed their names thereto by like authority.

*Eileen T. McGovern*  
Notary Public

EILEEN T. McGOVERN  
Notary Public, State of New York  
No. 41-7934200  
Qualified in Queens County  
Commission Expires March 30, 1976



OFF REC 9178 pg1007

CERTIFICATE OF INCUMBENCY

I, the undersigned hereby certify that at regular meetings of the Board of Directors of Chemical Realty Corporation, a corporation organized and existing under the laws of the State of New York, duly called and duly held on the dates specified below, the following resolution has been entered upon the regular minute book of the said corporation and is in accordance with By-Laws and is now in full force and effect.

RESOLVED that the following persons were unanimously elected on the dates specified to hold the offices set opposite their respective names, each to hold office until his successor shall have been duly elected and shall qualify or as otherwise provided in By-Laws of the Corporation.

February 20, 1975

President	-	Anthony E. Wallace
Senior Vice President	-	Michael J. Wechsler
Senior Vice President	-	Robert E. Spencer
Vice President	-	Thomas J. Fitzpatrick
Vice President	-	Lawrence J. Longua
Vice President	-	Paul A. Kemmerer
Controller & Asst. Treasurer	-	Richard A. Rizzolo
Asst. V.P. & Asst. Sec.	-	James A. Offutt
Asst. Vice President	-	Veronica W. Byrnes
Asst. Vice President	-	Myron J. Berman
Asst. Vice President	-	Paul E. Culley
Asst. Vice President	-	Paul C. Settelmeyer
Asst. Vice President	-	Mark J. Silverman
Mortgage Loan Officer	-	Lorene C. Gevalt
Mortgage Loan Officer	-	Jon R. Salony
Mortgage Loan Officer	-	Caroline M. Muccio
Mortgage Loan Off. & Asst. Sec.	-	Odella B. Crowell
Mortgage Loan Off. & Asst. Sec.	-	Fleur V. McCamish
Mortgage Loan Officer	-	Malo Paul
Mortgage Loan Officer	-	Timothy H. Harwood
Mortgage Loan Officer	-	Lavillon M. Gussenhoven
Mortgage Loan Officer	-	Gerard H. McGuirk
Operations Officer	-	Michael Salvatore
Asst. Controller	-	Roelof Blok
Asst. Controller	-	Emil W. Siegmund
Personnel Officer	-	Rita Stokas
Secretary	-	Jeffrey B. Reitman

OFF REC 9178 PC1008

May 12, 1975

Asst. Vice President  
Mortgage Loan Officer  
Mortgage Loan Officer

Jon R. Salony  
John T. Sawyers  
Michael C. Fallon

June 19, 1975

Executive Vice President  
Executive Vice President  
Treasurer  
Mortgage Loan Officer  
Mortgage Loan Officer

Michael J. Wechsler  
Robert E. Spencer  
Richard A. Rizzolo  
Paul H. Gottwald  
Scott W. Holcombe

August 21, 1975

Mortgage Loan Officer  
Mortgage Loan Officer  
Mortgage Loan Officer

Eric Jurist  
Aristides Sideris  
John H. Motley

October 16, 1975

Asst. Operations Officer  
Chief Appraiser

Walter B. Carter  
John J. Sullivan

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
the seal of the said corporation this 2<sup>nd</sup> day of December, 1975.

Seal

*H. V. McCamish*  
H. V. McCAMISH ASSISTANT SECRETARY

OFF REC. 9178 PG 1009

ACKNOWLEDGEMENT

STATE OF NEW YORK ) ss.:  
COUNTY OF NEW YORK )

On the 13<sup>th</sup> day of December, 1975, before me personally came FLEUR V. McCAMISH, to me known, who, being by me duly sworn, did depose and say that she resides at 125 Riverside Drive, New York, New York, that she is the ASSISTANT SECRETARY of CHEMICAL REALTY CORPORATION, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that she signed her name thereto by like authority.

John T. Sawyer  
Notary Public

JOHN T. SAWYER  
Notary Public, State of New York  
No. 31-348143  
Qualified in New York County  
Commission Expires: May 27, 1977

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LEGAL DESCRIPTION

Lots 53 through 57, Block "B", MARY AND WILLIAM BRICKELL SUB-DIVISION, as recorded in Plat Book "B", at Page 96 of the Public Records of Dade County, Florida, and a portion of the Bay Bottom lying Southeasterly of and adjacent to said Lots, all being more particularly described as follows:

Begin at the most Northerly corner of the aforesaid Lot 53; thence S 52° 50' 14" W along the Northwesterly line of said Lots 53 through 57 for 499.895 feet; thence S 37° 09' 46" E along the Southwesterly boundary of said Lot 57 and its Southeasterly prolongation for 637.14 feet to an intersection with the established bulkhead line as recorded in Plat Book 74 at page 3 of the Public Records of Dade County, Florida; thence N 56° 54' 11" E along said bulkhead line for 501.26 feet to an intersection with the Southeasterly prolongation of the Northeasterly boundary line of said Lot 53; thence N 37° 09' 46" W along the Northeasterly line of said Lot 53 and its Southeasterly prolongation for 672.67 feet to the Point of Beginning. LESS the Northwesterly 70 feet thereof.

Together with docks and piers adjacent hereto, which extend into Biscayne Bay as shown on Sheet 1 of Exhibit IV.

EXHIBIT I

BYLAWS OF  
BRICKELL PLACE ASSOCIATION

I

OFFICES

A. The principal office of the Association shall be at 1901 Brickell Avenue, Miami, Dade County, Florida, or such other place in Dade County, Florida, as the Board of Directors shall determine.

B. Charles K. Cheezem has been designated as the Resident Agent, which designation may be changed from time to time, and his office shall be deemed an office of the Association for the purpose of service of process.

II

MEMBERS' MEETINGS

A. All meetings shall be held at the office of the Association, or may be held at such place and time as shall be stated in a notice thereof.

B. An annual meeting of members, commencing with the year 1977, shall be held on the 15th day of March in each year, if it is not a legal holiday, then on the next secular day following, at 2:00 o'clock P.M., at which the members shall elect, by a plurality vote, a board of directors, and transact such other business as may properly be brought before the meeting.

C. Written notice of the annual meeting shall be served upon or mailed by regular mail to each member entitled to vote thereat, at such address as appears on the books of the Association, not more than 45 days nor less than 14 days prior to the meeting. Notices shall also be posted at a conspicuous place on the condominium property at least 14 days prior to the meeting.

D. At least 10 days before every election of the directors, a complete list of the members entitled to vote at

EXHIBIT II

said election, arranged numerically by apartment units with the residence of each, will be prepared by the secretary. Such list is to be opened at the place where the election is to be held for the examination of any member, and is to be produced and kept at the time and place of election during the whole time thereof, and subject to the inspection of any member who may be present.

E. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by either statute or by declaration of condominium and bylaws, may be called by the President, and shall be called by the President or Secretary at the request, in writing, either by a majority of the Board of Directors, or at the request, in writing, of one-third of the members. Such request shall state the purpose or purposes of the proposed meeting.

F. Written notice of a special meeting of members, stating the time, place and object of such meeting and the specific action to be taken thereat, shall be posted, served upon, or mailed by regular mail to each member entitled to vote thereat at such address as appears on the books of the Association in accordance with the provisions of paragraph C. above.

G. Business transacted at all special meetings will be confined to the objects and actions to be taken as stated in the notice.

H. A majority of members entitled to vote who are present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the members for the transaction of business except as otherwise provided by statute, the Declaration of Condominium, or by these Bylaws. If, however, such quorum shall not be present, or represented at any meeting of the members, the members entitled to vote thereat, either present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum is to be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

I. When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by proxy shall decide questions properly brought before such meeting, unless the question is one upon which by express provision of the statutes, or of the Declaration of Condominium or of these Bylaws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

J. At any meeting of the members, every member having the right to vote shall be entitled to vote either in person, or by proxy appointed by an instrument in writing subscribed by such member. Such proxy is to be filed with the Secretary 24 hours before the opening of the meeting.

K. Forms for corporate voting designations, individual condominium parcel voting designations and proxies shall be set and determined by the Board of Directors and made available upon request by any member, provided, however, that no one person may be designated to hold more than five proxies.

L. Whenever the vote of members at a meeting is required or permitted by any provisions of statutes or by the Declaration of Condominium or by these Bylaws to be taken in connection with any of the Association action, the meeting and the vote of members may be dispensed with, if all the members who would have been entitled to vote upon the action consent in writing to such Association action being taken.

### III

#### DIRECTORS

A. The number of Directors which constitute the whole Board shall be not less than three nor more than seven. The initial Board of Directors and the manner of filling vacancies of the initial Board of Directors shall be set forth in Article XXXI of the Declaration of Condominium and they shall serve as provided for therein until their respective successors are chosen and can qualify. The Directors shall be elected at the annual meeting of the members, and each director shall be elected to serve until the next annual meeting of the members and/or until his successor is elected and qualifies. Unless otherwise provided for in the Declaration of Condominium, directors must be owners of condominium parcels except in the case of corporation ownership, then any one corporate officer may be designated.

B. The Directors may hold their meetings and keep the books of the Association at the office of the Association at 1901 Brickell Avenue, Miami, Florida, or at such other place within Dade County, Florida, as they may from time to time determine. Directors meetings will be open to all unit owners, and notice of meetings will be posted conspicuously 48 hours in advance of any meeting except in cases of emergency.

C. If the office of one or more directors becomes vacant for any reason whatever, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the unexpired term in respect to such vacancy.

D. Directors, other than the initial members of the

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Board, may be removed for cause by an affirmative vote of a majority of the members.

E. The property and business of the Association shall be managed by its Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, or by the Declaration of Condominium, or by these Bylaws, directed or required to be exercised or done by the members themselves.

F. The salaries of all employees and agents of the Association will be fixed by the Board of Directors, except for the salaries of Directors for services other than as a Director, will be fixed by the members, as provided in Article V hereof.

#### IV

##### EXECUTIVE COMMITTEE

A. The Board of Directors may, by resolution passed unanimously by the whole Board, designate an executive committee to consist of three or more directors of the Association which, to the extent provided in said resolution, will have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and may have power to authorize the seal of the Association to be affixed to all papers which may require it.

B. The Executive Committee will keep regular minutes of its proceedings and report the same to the Board when required. All minutes of the Executive Committee and Board of Directors will be open for inspection to any member or members at the office of the Association between 9:00 A.M. and 5:00 P.M., Monday through Friday, except on legal holidays.

#### V

##### COMPENSATION OF DIRECTORS

Directors, as such, will not receive any salary for their services, provided that nothing herein contained is construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor. The salaries for directors for services other than as such will be fixed by the members.

VI.

MEETINGS OF THE BOARD

A. The initial Board of Directors and the initial officers are to be as set forth in the Declaration of Condominium and will hold office until the annual meeting of the Board in January, 1977. Annual meetings of the Board of Directors will be held immediately following the election thereof at the annual meeting of the members, commencing in January, 1977.

B. Special meetings of the Board may be called by the President on 10 days' notice in writing to each director, either delivered personally or by mail or by telegram. Special meetings will be called by either the President or Secretary in like manner and on like notice on the written request of two Directors. Notice of any and all meetings of the Board may be waived by appropriate written waiver, of all Directors, subject to the provisions set forth in paragraph B. of Article III above.

C. At all properly called meetings of the Board a majority of the Directors will be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum will be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Declaration of Condominium or by these Bylaws. If a quorum is not present at any meeting of Directors, those present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

VII

NOTICES

A. Whenever under the provisions of the statutes or of these Bylaws, notice is required to be given to any director or member, it shall not be construed to mean written personal notice, but such notice may be given in writing, by mail, in a postpaid sealed wrapper, addressed to such Director or member at such address as appears on the books of the Association, deposited in a post office or letter box, and such notice is deemed to be given at the time when the same is postmarked.

B. Whenever any notice is required to be given under the provisions of the statutes or of the Declaration of Condominium or of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

VIII

OFFICERS

A. The Officers of the Association will be chosen by the Directors and shall be a president, a vice president, a secretary-treasurer. The Board of Directors may also choose additional vice presidents, and/or more assistant secretaries, and assistant treasurers.

B. The Board of Directors at its first meeting after each annual meeting of members will choose a president, vice presidents, a secretary-treasurer, all of whom will be a member of the Board, excepting for the Secretary.

C. The Board may appoint such other officers and agents as it deems necessary, who will hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

D. The Officers of the Association will hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy is to be filled by the Board of Directors. The initial Directors and the manner of filling vacancies of the initial Directors is to be as set forth in the Declaration of Condominium, and they will serve as provided for therein.

IX

THE PRESIDENT

A. The President will be the chief executive officer of the Association; he will preside at all meetings of the members and Directors; he will be "ex-officio" member of all standing committees, will have general and active management of the business of the Association, and will see that all orders and resolutions of the Board are carried into effect.

B. He shall execute all documents and contracts requiring a seal, under the seal of the Association, except where the same is required or permitted by law to be otherwise signed and executed, and except where the signature and execution thereof is expressly delegated by the Board of Directors to some other officer or agent of the Association.

X

VICE PRESIDENT

The Vice Presidents in the order of seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and perform such other duties as the Board of Directors prescribes.

XI

THE SECRETARY-TREASURER AND ASSISTANTS

A. The Secretary will attend all sessions of the Board and all meetings of the members, record all votes and the minutes of all proceedings in a book to be kept for that purpose, and will perform like duties for the standing committees when required. He will give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors, and will perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he will be. He will keep in safe custody the seal of the Association, and when authorized by the Board, he will affix the same to any instrument requiring it; and when so affixed, it will be attested by his signature or by the signature of a treasurer or an assistant secretary.

B. Assistant secretaries in order of their seniority shall, in the absence or disability of a secretary, perform the duties and exercise the powers of a secretary and perform such other duties as the Board prescribes.

C. The Treasurer will have the custody of the Association funds and securities and keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

D. Taking proper vouchers for disbursements, he will disburse the funds of the Association as may be ordered by the Board, and render to the President and Directors, either at the regular meetings of the Board, or whenever they may require it, an account of all of his transactions as treasurer and of the financial condition of the Association.

E. If required by the Board of Directors, he will give the Association a bond, the premium therefor to be paid by the Association, in such sum, and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the

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Association, in case of his death, resignation, retirement or removal from office, of all his books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association.

F. Assistant treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer and perform such other duties as the Board of Directors prescribes.

XII

DIRECTORS' ANNUAL STATEMENT

The Board of Directors will present at each annual meeting, and when called for by the vote of the members at any special meeting of the members, a full and clear statement of the business and condition of the Association. The annual statements will include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice and copies thereof to be furnished to each of the members.

XIII

CHECKS

All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

XIV

FISCAL YEAR

The Association will operate upon the calendar year beginning on the first day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year whenever deemed expedient for the best interests of the Association.

XV

SEAL

The Association's seal will have inscribed thereon the

name of the Association, the year of its organization, and the words "Association Seal, Florida." Said Seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

XVI

MEMBERSHIP

Membership in the Association will be limited to owners of condominium parcels in Brickell Place, a Condominium. The owner of a condominium parcel shall automatically be and become a member of this Association. A member will be entitled to one vote for each condominium parcel owned by him. A corporation may own a condominium parcel or parcels and may vote through an authorized officer, or by proxy, as it elects. If a condominium parcel is owned by more than one owner, there shall nevertheless be only one membership assigned to said parcel; and the vote for said membership will be cast by the owner or person designated in writing by all of the owners of said condominium parcel.

XVII

TRANSFER OF MEMBERSHIP

Membership in the Association may be transferred only as an incident to the transfer of a condominium parcel.

XVIII

CONTRACT DOCUMENTS

The contract documents relating to this Condominium and the ownership of a condominium parcel therein shall include the foregoing Declaration of Condominium to which these Bylaws are attached, these Bylaws and the pertinent statutes from time to time pertaining.

XIX

ASSESSMENTS

The Board of Directors shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued ownership, operation, and maintenance of the condominium property including its operating expenses, payment for

any items of betterment, and establishment of appropriate reserve funds as the Board deems appropriate. That sum or sums shall include, but not be limited to, provision for property taxes and assessments of the condominium (until such time as any of such taxes or assessments are made against the condominium parcels or limited common elements individually, and thereafter as to such taxes or assessments, if any, as may be assessed against the condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the condominium real property and improvements thereof (and such personal property of the condominium as are part of its common elements), which may include a deductible provision, premiums for adequate public liability insurance as specified in the Declaration, legal and accounting fees, management fees, operating expenses of the property and this Association, maintenance, repairs and replacements, (but only as to the common elements except for emergency repairs or replacements deemed necessary to protect the common elements and property chargeable to the individual condominium parcel concerned), charges for utilities and water used in common for the benefit of the condominium, cleaning and janitor service of the common elements or limited common elements, any expenses and liabilities incurred by the Association in connection with the indemnification of officers and directors provided for herein.

Regular assessments will be paid on a monthly basis by the members. The standard of assessments for the first year of operation (or pro-rata part thereof) will be as set forth in a projected operating budget certified by the Developer to be the then existing projected operating budget of the Condominium. Said assessment shall be computed then and thereafter in the manner set forth in the Declaration of Condominium. When the assessment is fixed by the Board of Directors, it is to be retroactive to the first day of that calendar year, and the owners of condominium parcels will be credited against any accrued monthly assessment charges for that year with the sums they have theretofore paid in that year. Monthly assessment charges, once fixed, will continue until changed by the Board of Directors hereunder and will be due and payable without notice or demand no later than the fifth day of each month on the month due. With respect to changed assessments and/or demands for retroactive arrearages, the members must be given notice in writing thereof, and payment will be due and payable without further or other notice within ten (10) days of the posting of such a notice as hereinabove provided for the service of notices.

It is understood between the members and the Association that an assessment fixed hereunder is based upon the projection and estimate of the Board of Directors and may be in excess of or less than the sums required to meet the cash requirements of the Condominium, in which event, the Board of Directors by appropriate action taken at a meeting may increase

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or diminish the amount of said assessment and make such adjustments respecting the reserves as in their discretion is appropriate. This action will include the assessment of each member for his proportionate share of any deficiency or the distribution to each member for his proportionate share of any excess of sums paid beyond the requirements of the condominium or its reasonable reserves as fixed by the Board of Directors.

The aforementioned assessment charges shall not include assessment for utilities separately charged and metered to each apartment and consumed therein. Nor will said assessments include any charges for alterations, repairs, painting or maintenance within the interior of any apartment, but only for such alteration, repairs, maintenance, etc., to the common elements and limited common elements of the condominium, (unless, as aforesaid, repairs or replacements which would ordinarily be the obligation of the owner of a condominium parcel must be made for the protection of common elements and limited common elements of the Condominium and same have not been made by the owner of the parcel concerned).

After the initial determination of the annual cash requirements to be made, the following or future determinations thereof to be made will be on a calendar year basis by the Board of Directors on the fifth day of March of each year unless the time thereof is changed by resolution of the Board. A copy of the proposed annual budget or annual cash requirements, of common expense, shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting setting forth the time and place at which such meeting of the Board of Directors will consider the budget. Such meeting will be an open meeting.

Special assessments, should they be required, will be levied and paid in the same manner as heretofore provided for regular assessments. Special assessments can be of two kinds: (1) those chargeable to all members (condominium parcel owners) in the same proportions as regular assessments to meet shortages or emergencies, and (2) those which require unanimous vote of the Board, assessed against one member alone, to accomplish repairs or maintenance for which he is responsible within his apartment which he has failed to make, which situation impairs the value of or endangers the common elements or limited common elements of the condominium, or which are for expenses incident to the abatement of a nuisance within his apartment.

Common expenses, which are to be the subject of said assessment, will be defined from time to time by the Board of Directors and will include all items of expense pertaining to the operation and maintenance of the Common Elements and Limited Common Elements of the Condominium, the operation of this Association and its expenses, and other lawful expenses authorized or described by Chapter 711,

Florida Statutes, the foregoing Declaration of Condominium, or Association Bylaws, as may from time to time be amended; provided, however, that material alterations or substantial additions to common elements may be authorized only upon a majority vote of the Board of Directors, and confirmed by 75% of the members.

XX

STATUTORY POWERS

The Association shall have the powers, rights and authority, (including the lien rights) set forth and provided in Chapter 711, Florida Statutes, subject to any limitations thereon imposed by these Bylaws or the Declaration of Condominiums said instruments may be effective from time to time including any amendments thereto.

XXI

DEFAULT UNDER ASSESSMENTS

In the event of a default by a member in the payment of any assessment payable by him, the Association shall have all rights and remedies provided by law including but not being limited to those provided by Chapter 711 Florida Statutes, and the liability of the owner of the condominium parcel will include liability for a reasonable attorney's fee and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, a condominium parcel owner will be required to pay a reasonable rental for the condominium parcel pendente lite, to be fixed by the Board of Directors, and the Association will be entitled to the appointment of a receiver to collect same. At any judicial sale held in the proceedings to enforce said lien, the Association may bid thereat and acquire and hold, lease, mortgage and convey the same, as the Board of Directors may determine. Nothing herein contained bars a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

XXII

RESPONSIBILITY FOR REPAIR AND MAINTENANCE  
OF AN APARTMENT

The interior and all parts thereof of a condominium parcel will be kept in a good condition and repair at all times by and at the expense of the owner thereof and will be maintained in a clean and safe condition, free of nuisance or commission of

waste. Each owner of a condominium parcel will promptly comply with any requirements of the insurance underwriters of the Condominium. Any failure to repair or replace within the walls of a condominium parcel as may be required for good, proper, safe maintenance thereof, and which endangers or impairs the value of the Condominium or its common elements, may be repaired or replaced by the Association at the expense of a condominium parcel owner, to be collected by special assessment as heretofore provided, and which assessment may include the cost of the Association in the abatement of any nuisance kept and maintained by the unit owner therein; and a right of entry is granted to the Association in and to any unit to inspect same and/or make repairs or replacements thereto as may be required hereunder.

XXIII

BOOKS AND RECORDS

A. The Association shall maintain accounting records according to good accounting practices and said records will be open to inspection by unit owners at reasonable times. Such records shall include the following:

- 1) -The record of all receipts and expenditures.
- 2) -An account for each condominium parcel which will designate the name and address of the condominium parcel owner, the amount of each assessment, the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due.
- 3) -A register for the names of any mortgage holders or lien holders on condominium parcels who request in writing that they be registered and given notice of default in case of non-payment of assessments. No responsibility by the Association is assumed with respect to said register except that it will give notice of default to any registered mortgagee or lienor.

B. The Secretary of this Association shall act as the transfer agent to record all transfers and/or registrations in the abovementioned books.

XXIV

AUTHORITY OF CONDOMINIUM PARCEL OWNER

No condominium parcel owner or member, except as an officer of this Association will have any authority to act for the Association or bind it.

OFF REC 9178 61024

XXV

AMENDMENTS OF BYLAWS

The Bylaws of said Association may be amended, altered, rescinded, or added to by resolution adopted by a majority vote of the Board of Directors of this Association at any duly called meeting of said Board and ratified and confirmed by a majority vote of the members present at any duly convened meeting of the members; provided, however, that no such meeting shall be deemed competent to consider or amend, alter, rescind or add to these Bylaws unless prior written notice of said meeting specifying the proposed change has been given to all directors and members at least 20 days prior to the meeting or said notice is appropriately waived by written waiver. Any member of this Association or any member of the Board of Directors of this Association may propose an amendment to these Bylaws to the Board or the membership, as the case may be.

XXVI

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, it will be construed to mean masculine or feminine, singular or plural, wherever the context so requires.

XXVII

VALIDITY OF BYLAWS

If any bylaw or part thereof shall be adjudged invalid, the same shall not affect the validity of any other bylaw or part thereof.

XXVIII

RULES AND REGULATIONS

The Board of Directors may from time to time adopt rules and regulations for the operation of the condominium and all members will abide thereby; provided, however, that said rules and regulations will be equally applicable to all members similarly situated and uniform in their application and effect.

## XXIX

INDEMNIFICATION

Members of the initial Board of Directors need not be members of this Association. Thereafter, members of the Board of Directors need not be members of this Association if they are nominees of a corporate member. Otherwise, each member of the Board of Directors must be a member of the Association. If a condominium parcel is owned by more than one person, the membership relating thereto will nevertheless have only one vote which will be exercised in the manner provided for in the Bylaws. The Association will indemnify any and all persons who may serve or who have served at any time as directors and/or officers, and their respective heirs, administrators, successors, and assigns against any and all expenses including amounts paid upon judgment, attorney fees, and amounts paid in settlement (before or after suits are commenced) actually or necessarily incurred by such persons in connection with the defence or settlement of any claim, action, suit, or proceedings in which they or any of them are made parties, or a party which may be asserted against them or any of them by reason of having been or being a director and/or officer of the Association, except in such cases wherein a director or an officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any law, bylaw, or agreement voted or otherwise.

## XXX

BUDGET REVISION AND RECALL

The revision of the budget or recall of any and all members of the board of directors shall, notwithstanding the provision of 711 (2) (f) Florida Statutes, require a vote of not less than 75% of the whole number of votes of all unit owners.

REC 9178 #1026

MANAGEMENT AGREEMENT

THIS AGREEMENT, Made and entered into this 11<sup>th</sup> day of December, 1975, by and between BRICKELL PLACE ASSOCIATION, (hereinafter referred to as "ASSOCIATION"), and BRICKELL MANAGEMENT CORP., a Florida corporation, (hereinafter referred to as "MANAGING AGENT").

WHEREAS, AMERICAN DESIGN & DEVELOPMENT CORP. OF MIAMI, d/b/a BRICKELL PLACE (same being hereinafter referred to as "OWNER"), is owner of the property described in the Declaration of Condominium of BRICKELL PLACE, and

WHEREAS, the OWNER proposes to construct a multiphase condominium project consisting of Phase I, which is to be constructed on Parcel A, and Phase II, which is to be constructed on Parcel B, as described in the legal descriptions set forth herein as Exhibit A, and

WHEREAS, the ASSOCIATION will require certain management for the operation of said condominium building or buildings,

NOW, THEREFORE, In consideration of the premises and covenants hereinafter set forth, and the sum of ten (\$10.00) dollars and other valuable consideration in hand paid by the parties hereto, each to the other, simultaneously with the execution and delivery of this agreement, the receipt whereof is hereby acknowledged, the parties hereto covenant and agree as follows:

I

The ASSOCIATION herewith employs and appoints the MANAGING AGENT as the exclusive MANAGING AGENT of the Condominium Property and the MANAGING AGENT herewith accepts said appointment and employment under and upon the terms and conditions hereinafter provided.

II

The services to be rendered by the MANAGING AGENT are as follows:

EXHIBIT III

A. Cause to be selected, hired and supervised all persons necessary to be employed in order to properly maintain and operate the Condominium Property, which employees, in each instance, shall be the MANAGING AGENT'S employees, and further cause to be discharged any and all persons unsuited for their position or undesirable, in the sole discretion of the MANAGING AGENT.

B. Cause the Condominium Property to be maintained and kept in a first class state of repair, including interior and exterior (exclusive of interior of individual apartment units) cleaning and cause necessary repairs and alterations to the Condominium Property to be made, including but not limited to, electrical, plumbing, carpentry, masonry, elevator, public space, redecorating of public areas and such other incidental alteration or changes therein as may be proper, subject only to the limitations contained in this agreement or to the Declaration of Condominium, bylaws and rules and regulations of the association.

C. Cause to be purchased, on behalf of the ASSOCIATION, all tools, equipment, supplies and materials as may be necessary or desirable for the maintenance and upkeep of the Condominium Property.

D. Cause to be entered into contracts for pool maintenance, lawn care, driveway and parking lot cleaning, electricity, gas, air-conditioning, fuel, water treatment, elevator, telephone, window cleaning, rubbish removal, fuel oil, vermin extermination and other services or such of them as shall be reasonably required.

E. Check all bills received by the ASSOCIATION for services, work and supplies ordered in connection with maintaining and operating the Condominium Property and cause to be paid by the ASSOCIATION all such bills as and when the same shall become due and payable.

F. Collect all common expenses, charges, assessments, monies and debts which may become due to the ASSOCIATION, or MANAGING AGENT.

G. Supervise the moving in and moving out of unit owners and arrange dates thereof so that there will be a minimum of disturbance to the operation of the Condominium Property and inconvenience to the other unit owners.

H. Accept applications and references, on an exclusive basis, from all prospective unit purchasers and to facilitate transfers of apartment units from one owner to another. This shall not apply to any units owned by the OWNER or any institutional mortgagee as defined in the Declaration of Condominium.

REC. 9178 M1028

I. Consider, and when reasonable, attend to complaints of unit owners. If the MANAGING AGENT shall deem any such complaint unreasonable, it shall advise the unit owner of the complaint and the reason for the opinion that the complaint is unreasonable.

J. Cause to be prepared and filed the necessary forms for unemployment insurance, withholding and social security taxes, and all other taxes and other forms relating to employment of the AGENT'S employees and maintenance and operation of the building required by Federal, State or Municipal authorities.

K. AGENT agrees to supply ASSOCIATION with monthly accountings and with an accounting for each calendar year on or before January 31st of each year.

L. Cause to be prepared and send out all letters, reports and notices as may be reasonably requested by the Board of Directors.

M. Cause all required insurance to be carried and maintained in full force and effect; make appropriate adjustments with said insurance companies and cause all of said insurance proceeds to be promptly paid.

N. Cause to be maintained a membership list of the ASSOCIATION.

O. Deposit all funds collected from unit owners into a bank account established by the AGENT so that said funds may be withdrawn therefrom to pay all expenses of operation of the Condominium Property.

P. Prepare an annual operating budget on or before January 31 of each year.

Q. Generally, do all things deemed reasonably necessary or desirable by the Board of Directors of the ASSOCIATION to oversee the proper management of the Condominium Property.

### III

All purchases and expenditures made by the MANAGING AGENT shall be made on behalf of and on the credit of the ASSOCIATION and the MANAGING AGENT shall not be required nor obligated to advance any monies or credit on behalf of the ASSOCIATION. If, however, the MANAGING AGENT shall elect to advance any monies or credit on behalf of the ASSOCIATION, (which election shall be within the sole discretion of the MANAGING AGENT) the ASSOCIATION shall immediately reimburse and save MANAGING AGENT harmless by virtue of any funds or credit advanced.

REC. 9178 M1029

IV

All funds collected by the MANAGING AGENT for the account of the ASSOCIATION shall be deposited in a National or State bank and will not be co-mingled with other funds collected by the MANAGING AGENT as agents for others, and the AGENT shall be under no liability or responsibility for any loss resulting from the insolvency of such depository.

V

The MANAGING AGENT shall not be liable to the ASSOCIATION for any loss or damage not caused by the AGENT'S own gross negligence or failure to comply with its obligations hereunder. The ASSOCIATION will indemnify the MANAGING AGENT against and hold the MANAGING AGENT harmless from:

A. Any loss, damages, costs, and expenses (including reasonable attorney's fees) sustained or incurred for injury to any person or property in, about and in connection with the Condominium property from any cause whatsoever.

B. Any liability, damage, penalties, costs and expenses, statutory or otherwise, for any acts properly performed by the MANAGING AGENT pursuant to the instruction of the ASSOCIATION; provided, in each of the foregoing instances, the AGENT promptly advises the ASSOCIATION of its receipt of information concerning any such injury and the amount of any such liability, damages, penalties, costs and expenses. The MANAGING AGENT shall carry liability insurance (with limits acceptable to the ASSOCIATION in its reasonable judgment), workmen's compensation and employer's liability insurance, will include the MANAGING AGENT as a party insured under the liability policy, and will deliver a copy or a certificate evidencing same to the ASSOCIATION.

VI

The term of this Agreement shall be as follows:

A. Said terms shall commence on the date of issuance of the temporary, partial, or permanent (whichever is first) Certificate of Occupancy as to Phase I, or the date of recording of the Declaration of Condominium of Brickell Place, whichever is later, and continued for a period of 60 months thereafter.

B. In the event that the OWNER commences construction of a Condominium building on Phase II within the five year period as defined in paragraph A above, then the termination of the term of this Agreement shall be modified to include a twelve (12) month period after the permanent, temporary or partial (whichever is first) Certificate of Occupancy is issued, as to Parcel B.

REC. 9178 m1030

VII

The charge to be made by the MANAGING AGENT and the amount the ASSOCIATION agrees to pay as compensation for its services shall be the sum of Ten Thousand Dollars per annum for the management of the building to be erected on Parcel A. Said payment shall be paid in monthly payments. The first of said payments shall commence 30 days from the date determined in sub-paragraph A of Paragraph VI above, and be payable each month thereafter for a period of 60 months. In the event Phase II is completed and the term of this Agreement is modified under the provisions of sub-paragraph B of Paragraph VI above, then the compensation which the MANAGING AGENT shall receive shall be increased an additional sum of Ten Thousand Dollars per annum, said increase to become effective upon the issuance of the Certificate of Occupancy for Phase II, as described above. In that event, the total sum of Twenty Thousand Dollars per annum shall be the MANAGING AGENT'S compensation which shall be payable monthly for the balance of the term of the Agreement.

VIII

The parties to this Agreement acknowledge that certain officers, directors and stockholders of the MANAGING AGENT and OWNER and certain officers and/or directors of the ASSOCIATION and the MANAGING AGENT may be, or are in fact, wholly or partially the same persons or entities, and all parties and persons who are dealing with the overall property and project are put on notice of said relationship and, further, hereby waive any and all rights, if any, to object to said relationship.

IX

The MANAGING AGENT may transfer or assign this Agreement upon the approval of the Board of Directors of the ASSOCIATION and, upon delivery of a written copy of said assignment to the ASSOCIATION, will be relieved of any and all further liability under the terms of the Agreement. This Agreement is not assignable by the ASSOCIATION.

X

This Agreement may not be changed orally and shall be binding upon and inure to the benefit of the respective parties hereto, their successors and assigns.

REC 9178 #1031

IN WITNESS WHEREOF, The parties have executed this  
Agreement the day and year first above written.

Signed, sealed and delivered  
in the presence of:

John P. Walsh  
Jeff

BRICKELL MANAGEMENT CORP.  
A Florida corporation

By

Attest:

RECEIVED  
MAY 10 1978  
CITY OF MIAMI  
FLORIDA

John P. Walsh  
Jeff

BRICKELL PLACE ASSOCIATION SOCIETY

By

Attest:

RECEIVED  
MAY 10 1978  
CITY OF MIAMI  
FLORIDA

REC 9178 #1032

STATE OF FLORIDA )  
                    ) ss:  
COUNTY OF DADE   )

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, CHARLES K. CHEEZEM and ALLEN C. HARPER as President and Vice-President respectively of BRICKELL MANAGEMENT CORP., a Florida corporation, to me known to be the persons described in and who executed the foregoing Agreement, and severally acknowledged the execution thereto to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS My signature and official seal at Miami, in the County of Dade and State of Florida, this 11<sup>th</sup> day of December, 1975.

*Allen C. Harper*  
Notary Public  
State of Florida at Large  
My Commission Expires: 3-3-78

STATE OF FLORIDA   )  
                    ) ss:  
COUNTY OF DADE   )

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments CHARLES K. CHEEZEM and ALLEN C. HARPER as Directors of BRICKELL PLACE ASSOCIATION, a Condominium Association, to me known to be the persons described in and who executed the foregoing Agreement, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said Association, and the said instrument is the act and deed of said Association.

WITNESS My signature and official seal at Miami, in the County of Dade and State of Florida, this 11<sup>th</sup> day of December, 1975.

*Allen C. Harper*  
Notary Public  
State of Florida at Large  
My Commission Expires: 3-3-78

REC 9178 M1033

PARCEL A:

Lots 53 through 57, Block "B", MARY AND WILLIAM BRICKELL SUB-DIVISION, as recorded in Plat Book "B", at Page 96 of the Public Records of Dade County, Florida, and a portion of the Bay Bottom lying Southeasterly of and adjacent to said Lots, all being more particularly described as follows:

Begin at the most Northerly corner of the aforesaid Lot 53; thence S  $52^{\circ} 50' 14''$  W along the Northwesterly line of said Lots 53 through 57 for 499.895 feet; thence S  $37^{\circ} 09' 46''$  E along the Southwesterly boundary of said Lot 57 and its Southeasterly prolongation for 637.14 feet to an intersection with the established bulkhead line as recorded in Plat Book 74 at Page 3 of the Public Records of Dade County, Florida; thence N  $56^{\circ} 54' 11''$  E along said bulkhead line for 501.26 feet to an intersection with the Southeasterly prolongation of the Northeasterly boundary line of said Lot 53; thence N  $37^{\circ} 09' 46''$  W along the Northeasterly line of said Lot 53 and its Southeasterly prolongation for 672.67 feet to the Point of Beginning. LESS the Northwesterly 70 feet thereof.

PARCEL B:

Lots 58 through 62, Block "B", MARY AND WILLIAM BRICKELL SUB-DIVISION, as recorded in Plat Book "B", at Page 96 of the Public Records of Dade County, Florida, and a portion of the Bay Bottom lying Southeasterly of and adjacent to said Lots, all being more particularly described as follows:

Begin at the most Northerly corner of the aforesaid Lot 58; thence S  $52^{\circ} 50' 14''$  W along the Northwesterly line of said Lots 58 through 62 for 499.895 feet; thence S  $37^{\circ} 09' 46''$  E along the Southwesterly boundary of said Lot 62 and its Southeasterly prolongation for 652.04 feet to an intersection with the established bulkhead line as recorded in Plat Book 74 at Page 3 of the Public Records of Dade County, Florida; thence N  $41^{\circ} 26' 30''$  E along said bulkhead line for 188.71 feet; thence N  $56^{\circ} 54' 11''$  E along said bulkhead line for 315.60 feet to an intersection with the Southeasterly prolongation of the Northeasterly boundary line of said Lot 58; thence N  $37^{\circ} 09' 46''$  W along the Northeasterly line of said Lot 58 and its Southeasterly prolongation for 637.14 feet to the Point of Beginning. LESS the Northwesterly 70 feet thereof.

REC 9178 n1034

AFFIDAVIT

STATE OF FLORIDA  
ss:  
COUNTY OF PINELLAS

I hereby certify that on this day personally appeared before me, the undersigned authority, RICHARD JOSEPH WERNER who, after being first duly sworn as required by law, deposes and says as follows:

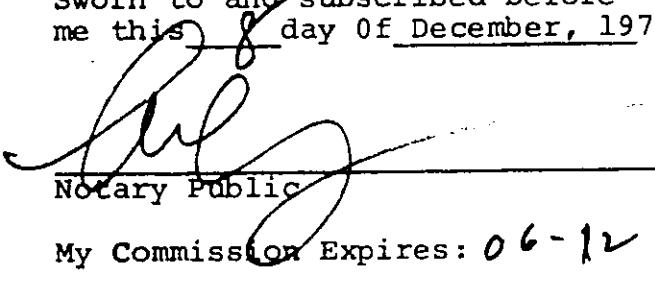
I am a Registered Land Surveyor, authorized to practise in the State of Florida.

There are attached documents referred to as Exhibit IV being a survey of the land and a graphic description of the improvements in which units are located and a plot plan there of, which together with the declaration of Brickell Place, are in sufficient detail to identify the common elements and each unit and provide accurate representations of their location and dimensions. The construction of the improvement described is sufficiently complete so that such material, together with the wording of the declaration relating to matters of survey, is a correct representation of the improvements described, and further with such material there can be determined there from the identification, location, and dimensions of the common elements and of each unit.

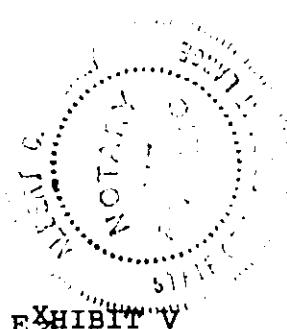
AND FURTHER AFFIANT SAITH NAUGHT.

  
RICHARD JOSEPH WERNER, L.S.  
1938

Sworn to and Subscribed before  
me this 8 day of December, 1975

  
Notary Public

My Commission Expires: 06-12-79



OFF REC 9178 PG 1035

BRICKELL PLACE, A Condominium,

ANDROS, BAREADOS and TOWNHOUSES

Andros Condominium No.	PERCENTAGE	Condominium No.	PERCENTAGE
A-102	.001	A-608	.215
A-103	.001	A-609	.268
A-104	.001	A-610	.143
A-105	.001	A-611	.185
A-106	.001	A-612	.185
A-201	.001	A-613	.195
A-202	.001	A-614	.215
A-203	.001		
A-204	.001	A-701	.215
A-205	.001	A-702	.138
A-206	.001	A-703	.138
A-207	.001	A-704	.119
A-208	.001	A-705	.119
A-209	.001	A-706	.138
A-223	.001	A-707	.138
A-401	.215	A-708	.215
A-402	.138	A-709	.268
A-403	.138	A-710	.143
A-404	.119	A-711	.185
A-405	.119	A-712	.185
A-406	.138	A-713	.195
A-407	.138	A-714	.215
A-408	.215		
A-409	.268	A-801	.215
A-410	.143	A-802	.138
A-411	.185	A-803	.138
A-412	.185	A-804	.119
A-413	.195	A-805	.119
A-414	.215	A-806	.138
		A-807	.138
A-501	.215	A-808	.215
A-502	.138	A-809	.268
A-503	.138	A-810	.143
A-504	.119	A-811	.185
A-505	.119	A-812	.185
A-506	.138	A-813	.195
A-507	.138	A-814	.215
A-508	.215		
A-509	.268	A-901	.215
A-510	.143	A-902	.138
A-511	.185	A-903	.138
A-512	.185	A-904	.119
A-513	.195	A-905	.119
A-514	.215	A-906	.138
		A-907	.138
A-601	.215	A-908	.215
A-602	.138	A-909	.268
A-603	.138	A-910	.143
A-604	.119	A-911	.185
A-605	.119	A-912	.185
A-606	.138	A-913	.195
A-607	.138	A-914	.215

EXHIBIT VI

Condominium No.	PERCENTAGE	Condominium No.	PERCENTAGE
A-1001	.215	A-1501	.215
A-1002	.138	A-1502	.138
A-1003	.138	A-1503	.138
A-1004	.119	A-1504	.119
A-1005	.119	A-1505	.119
A-1006	.138	A-1506	.138
A-1007	.138	A-1507	.138
A-1008	.215	A-1508	.215
A-1009	.268	A-1509	.268
A-1010	.143	A-1510	.143
A-1011	.185	A-1511	.185
A-1012	.185	A-1512	.185
A-1013	.195	A-1513	.195
A-1014	.215	A-1514	.215
A-1101	.215	A-1601	.215
A-1102	.138	A-1602	.138
A-1103	.138	A-1603	.138
A-1104	.119	A-1604	.119
A-1105	.119	A-1605	.119
A-1106	.138	A-1606	.138
A-1107	.138	A-1607	.138
A-1108	.215	A-1608	.215
A-1109	.268	A-1609	.268
A-1110	.143	A-1610	.143
A-1111	.185	A-1611	.185
A-1112	.185	A-1612	.185
A-1113	.195	A-1613	.195
A-1114	.215	A-1614	.215
A-1201	.215	A-1701	.215
A-1202	.138	A-1702	.138
A-1203	.138	A-1703	.138
A-1204	.119	A-1704	.119
A-1205	.119	A-1705	.119
A-1206	.138	A-1706	.138
A-1207	.138	A-1707	.138
A-1208	.215	A-1708	.215
A-1209	.268	A-1709	.268
A-1210	.143	A-1710	.143
A-1211	.185	A-1711	.185
A-1212	.185	A-1712	.185
A-1213	.195	A-1713	.195
A-1214	.215	A-1714	.215
A-1401	.215	A-1801	.215
A-1402	.138	A-1802	.138
A-1403	.138	A-1803	.138
A-1404	.119	A-1804	.119
A-1405	.119	A-1805	.119
A-1406	.138	A-1806	.138
A-1407	.138	A-1807	.138
A-1408	.215	A-1808	.215
A-1409	.268	A-1809	.268
A-1410	.143	A-1810	.143
A-1411	.185	A-1811	.185
A-1412	.185	A-1812	.185
A-1413	.195	A-1813	.195
A-1414	.215	A-1814	.215

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Condominium No.	PERCENTAGE	TOWNHOUSES	PERCENTAGE
A-1901	.215	T.H. I	.177
A-1902	.138	T.H. II	.177
A-1903	.138	T.H. III	.177
A-1904	.119	T.H. IV	.177
A-1905	.119	T.H. V	.177
A-1906	.138	T.H. VI	.177
A-1907	.138	T.H. VII	.177
A-1908	.215	T.H. VIII	.177
A-1909	.268	T.H. IX	.177
A-1910	.143	T.H. X	.177
A-1911	.185	T.H. XI	.177
A-1912	.185	T.H. XII	.177
A-1913	.195		
A-1914	.215		
Barbados			
Condominium No.	PERCENTAGE		
A-2001	.215	B-101	.001
A-2002	.138	B-102	.001
A-2003	.138	B-103	.001
A-2004	.119	B-104	.001
A-2005	.119	B-105	.001
A-2006	.138	B-106	.001
A-2007	.138	B-107	.001
A-2008	.215	B-108	.001
A-2009	.268	B-109	.001
A-2010	.143	B-147	.001
A-2011	.185	B-201	.027
A-2012	.185	B-202	.263
A-2013	.195	B-203	.027
A-2014	.215	B-204	.036
A-2101	.215	B-401	.215
A-2102	.138	B-402	.138
A-2103	.138	B-403	.138
A-2104	.119	B-404	.119
A-2105	.119	B-405	.119
A-2106	.138	B-406	.138
A-2107	.138	B-407	.138
A-2108	.215	B-408	.215
A-2109	.268	B-409	.268
A-2110	.143	B-410	.143
A-2111	.185	B-411	.185
A-2112	.185	B-412	.185
A-2113	.195	B-413	.195
A-2114	.215	B-414	.215
PENTHOUSES	PERCENTAGE	B-501	.215
A-P.H. I	.384	B-502	.138
A-P.H. II	.450	B-503	.138
A-P.H. III	.393	B-504	.119
A-P.H. IV	.450	B-505	.119
A-P.H. V	.384	B-506	.138
A-P.H. VI	.385	B-507	.138
A-P.H. VII	.334	B-508	.215
A-P.H. VIII	.322	B-509	.268
A-P.H. IX	.322	B-510	.143
A-P.H. X	.334	B-511	.185
A-P.H. XI	.385	B-512	.185
		B-513	.195
		B-514	.215

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Condominium No.	PERCENTAGE	Condominium No.	PERCENTAGE
B-601	.215	B-1001	.215
B-602	.138	B-1002	.138
B-603	.138	B-1003	.138
B-604	.119	B-1004	.119
B-605	.119	B-1005	.119
B-606	.138	B-1006	.138
B-607	.138	B-1007	.138
B-608	.215	B-1008	.215
B-609	.268	B-1009	.268
B-610	.143	B-1010	.143
B-611	.185	B-1011	.185
B-612	.185	B-1012	.185
B-613	.195	B-1013	.195
B-614	.215	B-1014	.215
B-701	.215	B-1101	.215
B-702	.138	B-1102	.138
B-703	.138	B-1103	.138
B-704	.119	B-1104	.119
B-705	.119	B-1105	.119
B-706	.138	B-1106	.138
B-707	.138	B-1107	.138
B-708	.215	B-1108	.215
B-709	.268	B-1109	.268
B-710	.143	B-1110	.143
B-711	.185	B-1111	.185
B-712	.185	B-1112	.185
B-713	.195	B-1113	.195
B-714	.215	B-1114	.215
B-801	.215	B-1201	.215
B-802	.138	B-1202	.138
B-803	.138	B-1203	.138
B-804	.119	B-1204	.119
B-805	.119	B-1205	.119
B-806	.138	B-1206	.138
B-807	.138	B-1207	.138
B-808	.215	B-1208	.215
B-809	.268	B-1209	.268
B-810	.143	B-1210	.143
B-811	.185	B-1211	.185
B-812	.185	B-1212	.185
B-813	.195	B-1213	.195
B-814	.215	B-1214	.215
B-901	.215	B-1401	.215
B-902	.138	B-1402	.138
B-903	.138	B-1403	.138
B-904	.119	B-1404	.119
B-905	.119	B-1405	.119
B-906	.138	B-1406	.138
B-907	.138	B-1407	.138
B-908	.215	B-1408	.215
B-909	.268	B-1409	.268
B-910	.143	B-1410	.143
B-911	.185	B-1411	.185
B-912	.185	B-1412	.185
B-913	.195	B-1413	.195
B-914	.215	B-1414	.215

9178 #1038  
REC

Condominium No.	PERCENTAGE	Condominium No.	PERCENTAGE
B-1501	.215	B-1901	.215
B-1502	.138	B-1902	.138
B-1503	.138	B-1903	.138
B-1504	.119	B-1904	.119
B-1505	.119	B-1905	.119
B-1506	.138	B-1906	.138
B-1507	.138	B-1907	.138
B-1508	.215	B-1908	.215
B-1509	.268	B-1909	.268
B-1510	.143	B-1910	.143
B-1511	.185	B-1911	.185
B-1512	.185	B-1912	.185
B-1513	.195	B-1913	.195
B-1514	.215	B-1914	.215
B-1601	.215	B-2001	.215
B-1602	.138	B-2002	.138
B-1603	.138	B-2003	.138
B-1604	.119	B-2004	.119
B-1605	.119	B-2005	.119
B-1606	.138	B-2006	.138
B-1607	.138	B-2007	.138
B-1608	.215	B-2008	.215
B-1609	.268	B-2009	.268
B-1610	.143	B-2010	.143
B-1611	.185	B-2011	.185
B-1612	.185	B-2012	.185
B-1613	.195	B-2013	.195
B-1614	.215	B-2014	.215
B-1701	.215	B-2101	.215
B-1702	.138	B-2102	.138
B-1703	.138	B-2103	.138
B-1704	.119	B-2104	.119
B-1705	.119	B-2105	.119
B-1706	.138	B-2106	.138
B-1707	.138	B-2107	.138
B-1708	.215	B-2108	.215
B-1709	.268	B-2109	.268
B-1710	.143	B-2110	.143
B-1711	.185	B-2111	.185
B-1712	.185	B-2112	.185
B-1713	.195	B-2113	.195
B-1714	.215	B-2114	.215
B-1801	.215	B-2201	.215
B-1802	.138	B-2202	.138
B-1803	.138	B-2203	.138
B-1804	.119	B-2204	.119
B-1805	.119	B-2205	.119
B-1806	.138	B-2206	.138
B-1807	.138	B-2207	.138
B-1808	.215	B-2208	.215
B-1809	.268	B-2209	.268
B-1810	.143	B-2210	.143
B-1811	.185	B-2211	.185
B-1812	.185	B-2212	.185
B-1813	.195	B-2213	.195
B-1814	.215	B-2214	.215

Condominium No.	PERCENTAGE
B-2301	.215
B-2302	.138
B-2303	.138
B-2304	.119
B-2305	.119
B-2306	.138
B-2307	.138
B-2308	.215
B-2309	.268
B-2310	.143
B-2311	.185
B-2312	.185
B-2313	.195
B-2314	.215
B-2401	.215
B-2402	.138
B-2403	.138
B-2404	.119
B-2405	.119
B-2406	.138
B-2407	.138
B-2408	.215
B-2409	.268
B-2410	.143
B-2411	.185
B-2412	.185
B-2413	.195
B-2414	.215
PENTHOUSES	PERCENTAGE
B-P.H. I	.385
B-P.H. II	.450
B-P.H. III	.393
B-P.H. IV	.450
B-P.H. V	.385
B-P.H. VI	.385
B-P.H. VII	.335
B-P.H. VIII	.322
B-P.H. IX	.322
B-P.H. X	.335
B-P.H. XI	.386

OFF REC 9178 pc1040

REF. 9178 NO. 1041

INITIAL RULES AND REGULATIONS

I

GENERAL

A. Each OWNER of a Condominium Parcel (same being hereinafter referred to as "OWNER") shall regulate and be responsible for the occupancy and use of his parcel so as not to unreasonably disturb other owners and residents and the general operation of the Condominium Property. No OWNER shall allow any disturbing noises in the building nor interfere with the rights, comforts or conveniences of other owners or residents. No OWNER shall permit to be played upon any musical instrument or operate, or suffer to be operated, a phonograph, television, radio or hi-fi stereo equipment in the OWNER'S apartment unit between the hours of 11:00 P.M. and the following 9:00 A.M., if same shall disturb and annoy other owners or residents of the building. OWNER will use all reasonable effort to minimize noise or noises emanating from his apartment.

B. Servants, servicemen and tradesmen of OWNER and employees of the building shall use the service entrance for ingress and egress.

C. Mops, cloths, brooms, rugs, clothing, towels and vacuum cleaning bags shall not be dusted, shaken or hung from windows, balconies, terraces, in hallways, stairwells or any garbage chutes. Refuse (including bottles and cans) shall be tightly wrapped and fastened in plastic bags before depositing in disposal chutes and shall be of a size to fall freely down the chute. Trash chutes may be used only between 9:00 A.M. and 10:00 P.M. Lighted cigarette butts or ashes are not to be deposited in the trash chute.

D. Flower pots, boxes and other appurtenances shall not be kept or suspended on windows, balcony ledges or outside doors.

E. No antenna shall be installed outside of apartments excepting the master TV antenna maintained by the Association.

EXHIBIT VII

Ref 9178 m1042

F. OWNER may store his property in his storage lockers, so designated for his apartment. No article stored in said lockers shall be of a fire hazard. Property stored therein is at the sole risk of the respective OWNER. No storage of any kind is permitted in driveways, parking spaces, hallways, stairwells, elevators or other public spaces.

G. Supplies, goods and packages of every kind shall be delivered through designated entrances provided for said purpose between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday.

H. Entrance doors to apartments cannot be changed, painted or altered in any manner.

I. No signs, advertisements or notices shall be exhibited, inscribed, painted or affixed on any part of the outside or inside of the premises of the building by any OWNER, except in the commercial units as approved by the Association.

J. No awnings, enclosures, shutters, shielding or other projections shall be attached to the outside walls of the building, balconies or terraces, unless specifically approved in writing by the Association Board of Directors.

K. The exterior appearance of the walls, balconies and terraces may not be altered or changed in any manner whatsoever.

L. The sidewalks, entrances, passages, elevators, stairwells, corridors and lobbies shall not be used for any purpose other than ingress and egress to and from the premises or for the purposes obviously intended.

M. These Rules and Regulations as amended from time to time, shall be binding upon all OWNERS, their family, friends, their employees, guests, visitors and invitees and the OWNER shall be responsible for compliance with said Rules and Regulations by their family, friends, their employees, guests, visitors and invitees.

## II

### ROSTER

Management will maintain a roster of all OWNERS, their addresses outside the State of Florida, if any, and telephone numbers. Each OWNER shall register with the Manager's office, in writing, in advance of the intended arrival of any guest that shall be permitted to use the OWNER'S apartment, together with the guest's name, address and automobile license tag number, if any.

REC 9178 #1043

III

SWIMMING POOL

The swimming pool shall be open from 9:00 A.M. to 9:00 P.M. daily. All persons using the pool shall do so at their own risk. Children under 15 years of age are not permitted to use the pool unless supervised and accompanied by an adult.

Infants are not permitted to use the pool.

A shower is required before entering the pool. Females and long-haired males must wear bathing caps while in the pool. Ball playing and running are not permitted at the pool or in the patio area. All chaise lounges must be completely and fully covered with a terrycloth towel. Chaise lounges shall not be reserved.

Under no circumstances are pets permitted in or about the pool, beach or patio area.

Proper attire is required when leaving the pool area to enter the elevator and public places.

Glassware is not permitted at the pool. No food is permitted at the pool.

IV

DOGS AND OTHER PETS

No pets or animals shall be kept or maintained in or about the condominium property excepting dogs, cats and small birds (hereinafter referred to as "PETS") as set forth hereinbelow.

A conditional license to maintain one PET, as defined hereinabove, in the OWNER'S apartment, is granted, subject to the following conditions and reservations:

A. Said PET brought upon the OWNER'S premises at the commencement of occupancy of the apartment by OWNER shall not be replaced nor substituted by OWNER with another PET. Upon the demise of said PET, same shall not be replaced.

B. PET shall be of a size to be completely transported in one arm. Said PET to weigh 15 pounds or less.

C. PETS must not be curbed near the building, walkways, shrubbery, gardens or other public spaces. PETS must be walked off the Condominium property, or in designated areas.

**REC 9178 #1044**

D. OWNER shall assume full responsibility for any damage to person or property caused by his PET.

E. PETS are not permitted in the lobby or public rooms at any time and must be taken in and out of the building while being carried in the arms of the OWNER, OWNER'S AGENT or OWNER'S employee.

F. Guests and visitors of OWNER shall not be permitted to bring any PET on to the Condominium property.

The PET license is subject to revocation or suspension at any time in the sole discretion of the Board of Directors, or Management Company.

V

#### PARKING

Car parking is self-service. Each OWNER may be issued a decal, which decal shall be placed on OWNER'S automobile and designate the parking space number.

VI

#### ELEVATORS

Manager will assign elevators for furniture moving, which shall be restricted to 9:00 A.M. to 4:30 P.M. Monday through Friday. No furniture moving will be permitted on Saturdays, Sundays or holidays.

OWNER shall be liable for all damages occasioned by the moving of their furniture and property.

VII

#### USE OF FACILITIES

No person is permitted in the lobbies or public rooms wearing a bathing suit.

Reservations for use of the party room(s) must be made in advance with the Manager on an availability basis.

VIII

#### CHILDREN

No children under the age of 17 are permitted to occupy an apartment unless their parents or other adult is in residence at the same time.

Children are not permitted to play in lobbies, stairwells, elevators or other public places nor shall they interfere in any way with the quiet and comfort of other OWNERS or guests.

Children under 18 are not permitted in the billiard room, unless accompanied by an adult who accepts full liability and responsibility for their actions.

IX

SAFETY

OWNERS shall close and lock all windows and doors when leaving their apartments.

X

EMPLOYEES

OWNER shall not be permitted to give orders or direction to any employees of the Association or management agent. All requests for service shall be directed to the Manager. All business between Owners and the Condominium shall be transacted in the office of the Manager on Monday through Friday from 9:30 A.M. to 4:30 P.M., excepting in cases of emergency.

XI

SECURITY

The Security Guard shall not leave his station excepting in emergencies. All visitors must be announced by the Security Guard.

All bottom stairwell exterior doors shall be kept locked to the outside at all times. After 6:00 P.M. all exterior doors shall be locked to the outside excepting the main front entrance door. Any suspicious person or incident shall be immediately reported to the Security Guard or the Manager.

No solicitors of any type shall be permitted in the building at any time.

XII

LOCKS

The Manager shall keep a pass-key to all apartments for emergency use only. No OWNER shall alter his apartment entrance door lock or install a new or additional lock, unless appropriate keys are delivered to the Managing Agent.

XIII

MISCELLANEOUS

Each OWNER and the occupants of a unit shall maintain or cause to be maintained, in good condition and repair, his unit and all of his fixtures therein and promptly pay all such utilities as are separately metered.

No OWNER may install any plumbing, wiring or air conditioning equipment except with the written approval of the Board of Directors. Each OWNER agrees to comply with and abide by all Rules and Regulations set forth above and as same may be amended or adopted by the Board of Directors from time to time.

The above Rules and Regulations shall in no way amend or alter the Declaration of Condominium or Bylaws of BRICKELL PLACE, A CONDOMINIUM, but shall only be supplemental thereto.

No OWNER shall feed any animals or birds on any part of the Condominium property.

Authorized personnel only should alter or change the controls of elevators, sprinkling systems, heating and air conditioning systems in the recreation halls, electric meters and heating system for the pool.

All official notices of BRICKELL PLACE ASSOCIATION or of the management corporation, BRICKELL MANAGEMENT CORP., shall bear the signature of the secretary, and the official seal of the said Association and/or Management Corporation. Except as otherwise required by the Bylaws of the Association, all such notices shall be mailed to each member at the address on file and recorded for such purposes with the Association and Management Corporation. No member shall make or permit to be made, any written, typed or printed notices of any kind or type whatsoever, or post the same on the bulletin boards, mail or otherwise circulate it to members, which purports or represents to be, an official act or notice of the Association or Management Corporation. Notices of a social nature or purpose by a member in his capacity as a member, to other members are specifically excluded, provided that all such notices shall bear the signature of the member or members making or uttering such notices, who shall be fully responsible for the contents thereof.

# BRICKELL PLACE

## A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

EXHIBIT IV

OFF REC 9178 pg 1047

PARCEL A

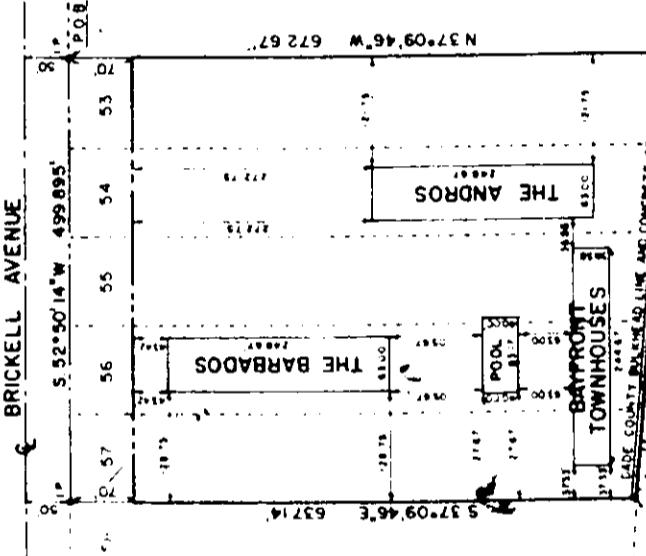
Lots 53 thru 57, Block "B", at Page 56 of the Public Records of Dade County, recorded in Plat Book "B", at Page 56 of the Bay Bottom lying Southeasterly of and adjacent to said Lots, all being more particularly described as follows:  
Begin at the most Northerly corner of the aforesaid Lot 53; thence S 51° 49' 49" E along the Northwesterly line of said Lots 53 thru 57 for 49' 49"; then N 33° 37' 05" E along the Southwesterly boundary of said Lot 53 and its Southeasterly prolongation for 61' 11" feet to an intersection with the westerly boundary line as recorded in Plat Book 74, at page 3 of the Public Records of Dade County, Florida, thence N 33° 37' 05" E along said boundary line for 50' 11" feet to an intersection with the Southeasterly prolongation of the Northerly boundary line of said Lots 53 and its Southeasterly prolongation for 67' 47" feet to the point of Beginning, less the Northerly 70 feet thereof.

LEGAL DESCRIPTION

SURVEYOR'S CERTIFICATE:

I, the undersigned, hereby certify that the descriptions and dimensions are a correct representation of the improvements and that there can be determined therefrom the identification, dimension and size of the common element and of each wall.  
Registered Land Surveyor  
Florida Certificate No. 1938

BRICKELL AVENUE



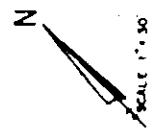
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# BRICKELL PLACE

A CONDOMINIUM

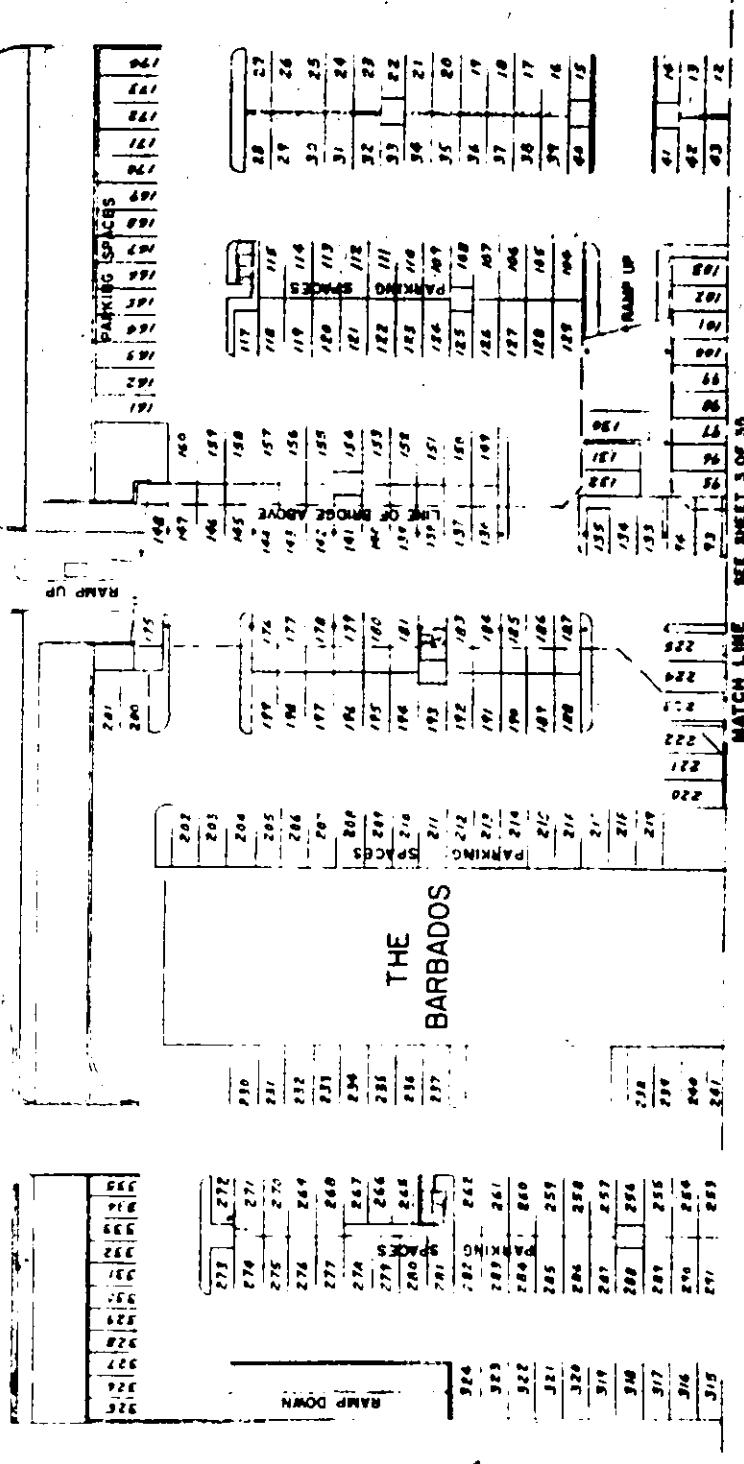
SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST  
SECOND FLOOR - PLAZA LEVEL

N



BRICKELL AVENUE

FRONTAGE (SERVICE) ROAD



## BRICKELL PLACE

A CONDOMINIUM

**SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST  
SECOND FLOOR - PLAZA LEVEL**

N  
S  
E  
W

UFF REC 9178 PG 1049

MATCH LINE SEE SHEET 2 OF 35

MATCH LINE		SEE SHEET 2 OF 35	
SPC	252	242	11
SPC	251	243	10
SPC	250	244	9
SPC	249	245	8
SPC	248	246	7
THE BARBADOS		PARKING SPOTS	
SPC	247	247	6
SPC	246	248	5
SPC	245	249	4
SPC	244	250	3
SPC	243	251	2
SPC	242	252	1

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四庫全書

**RAMP DOWN**

**BAYFRONT TOWNHOUSES**

PPC:

Dimensions and setbacks shown in feet:

- Building A: 78'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building B: 72'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building C: 72'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building D: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building E: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building F: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building G: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building H: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building I: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building J: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building K: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building L: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building M: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building N: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building O: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building P: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building Q: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building R: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building S: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building T: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building U: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building V: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building W: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building X: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building Y: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.
- Building Z: 68'-0" wide by 30'-0" deep, with a 10'-0" side setback.

**BAYFRONT TOWNHOUSES**

## BRICKELL PLACE

CONDOMINIUM

**SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST  
FIRST FLOOR - BASEMENT LEVEL**

25

WATCH LINE AT 301 SW 35



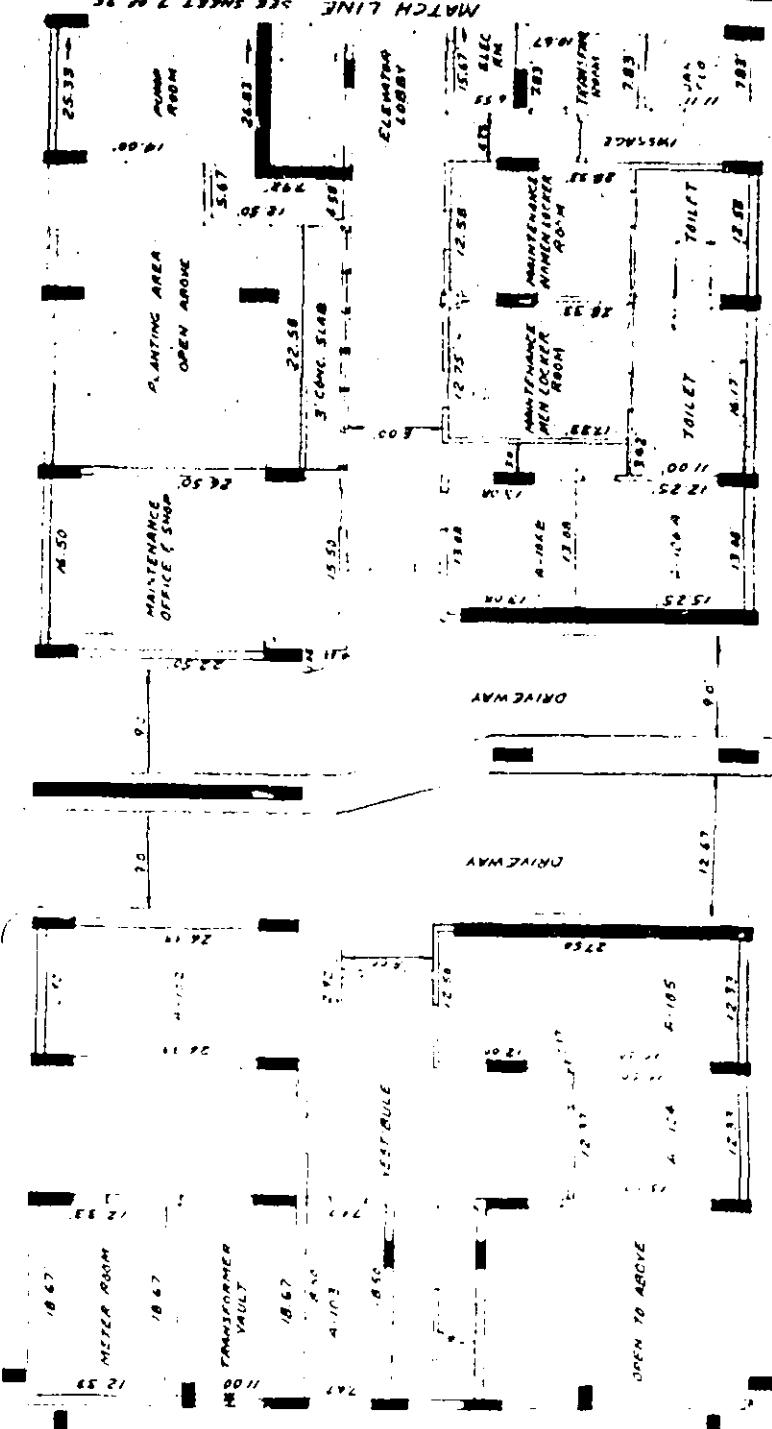
# BRICKELL PLACE

A CONDOMINIUM

**SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST**

## THE ANDROS

SCALE 1:1000



FIRST FLOOR

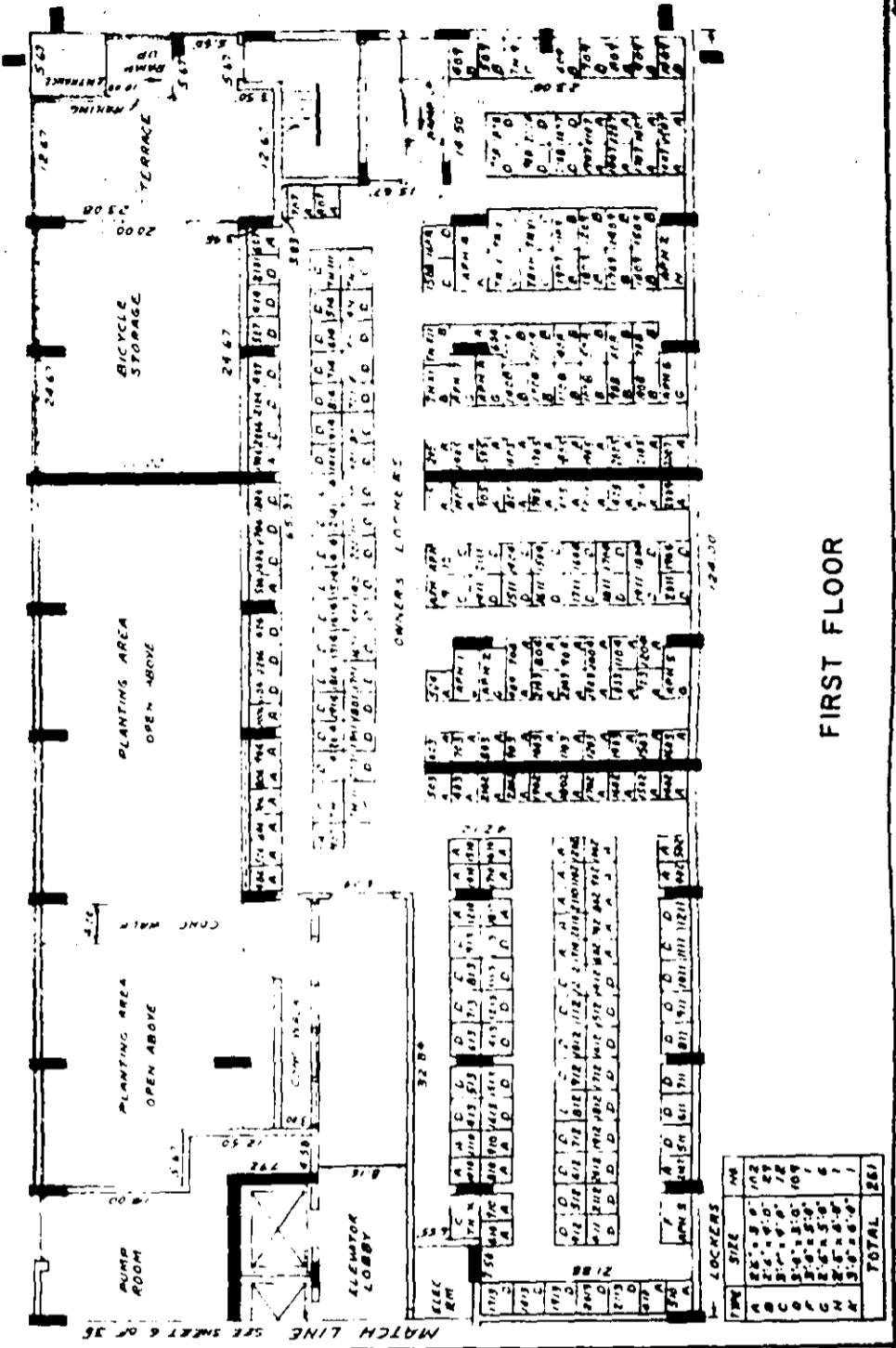
# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

## THE ANDROS

SCALE 1:100000



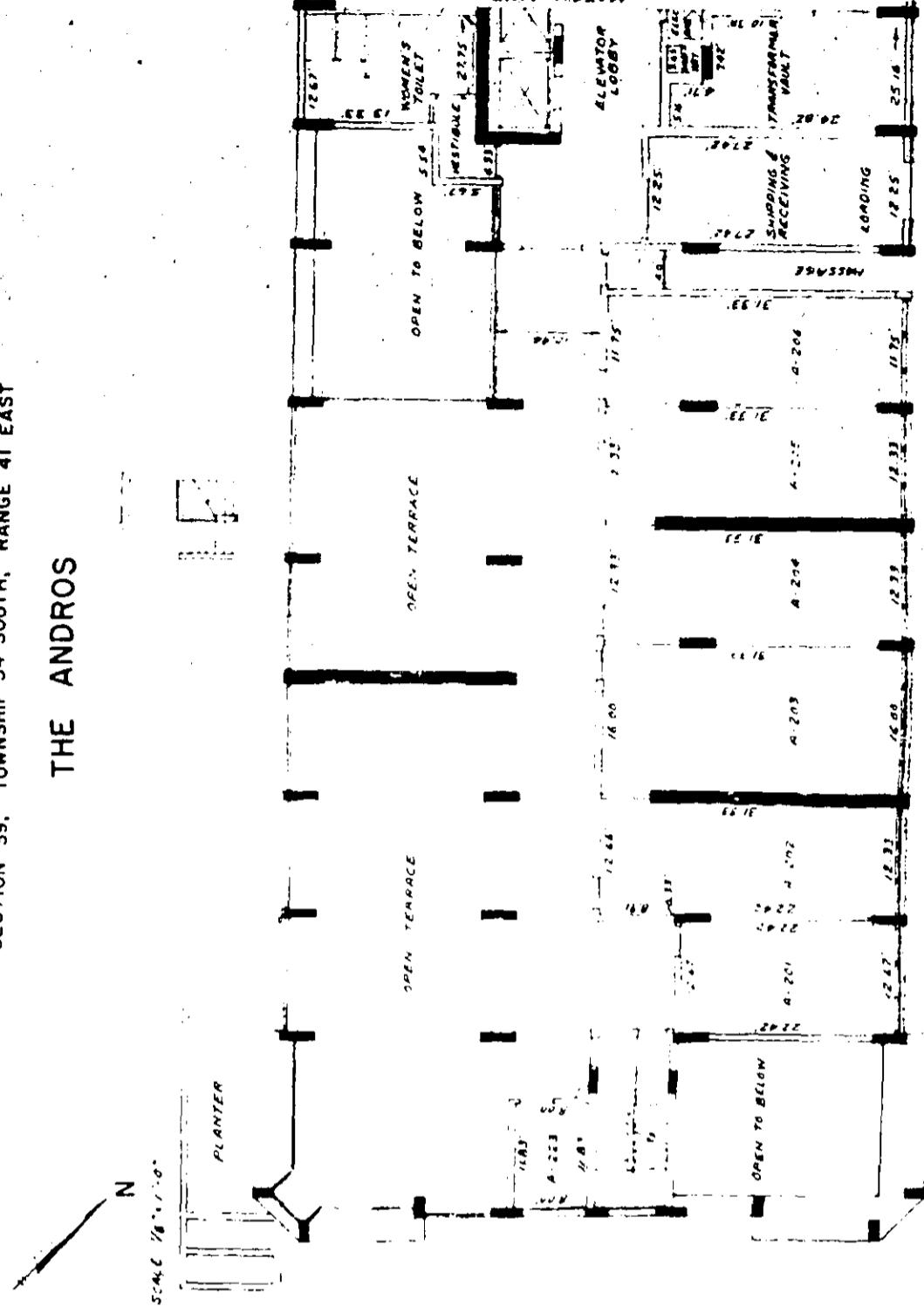
REC 9178 1054

# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

## THE ANDROS

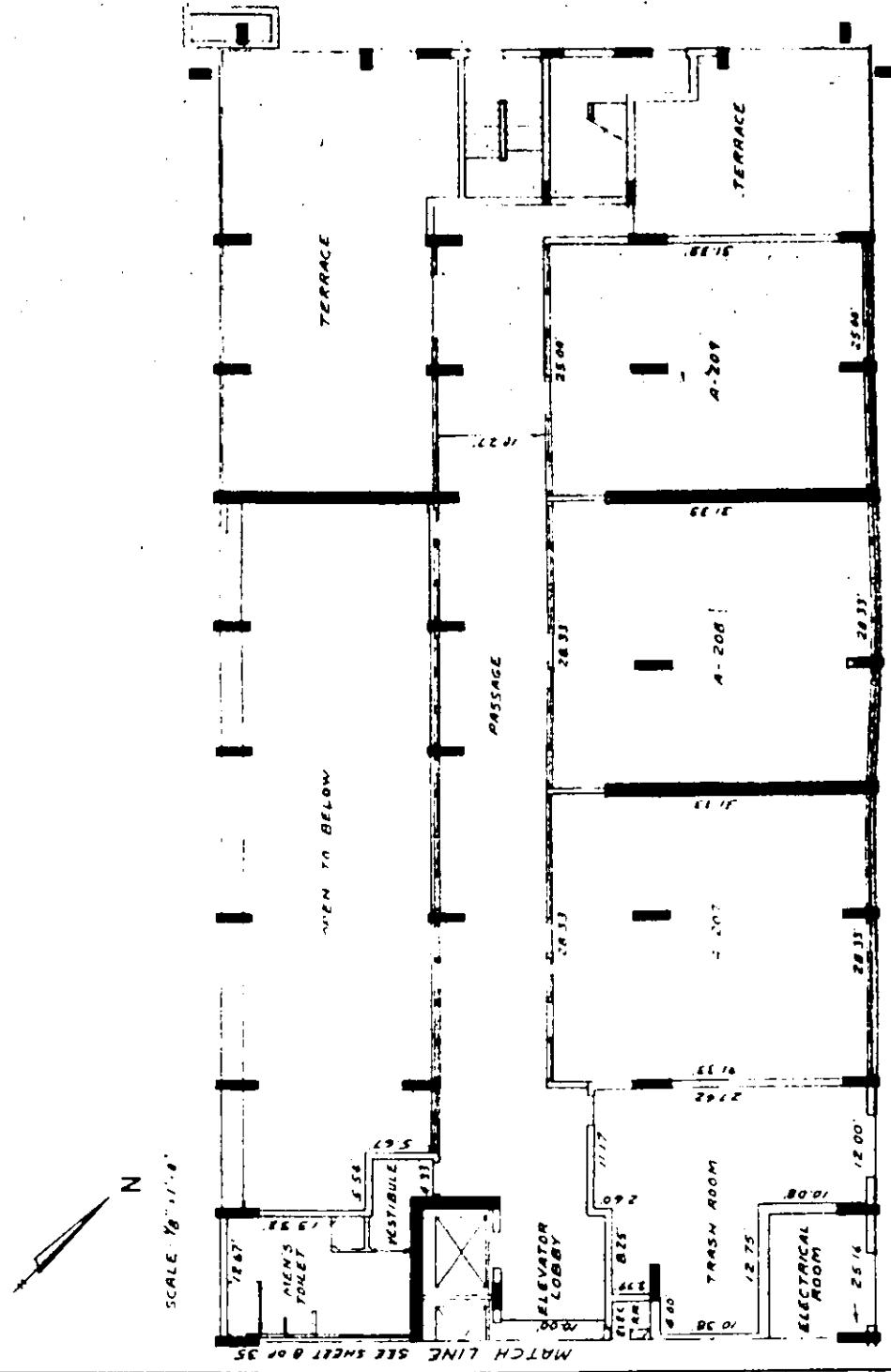


# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

## THE ANDROS



SECOND FLOOR

# BRICKELL PLACE

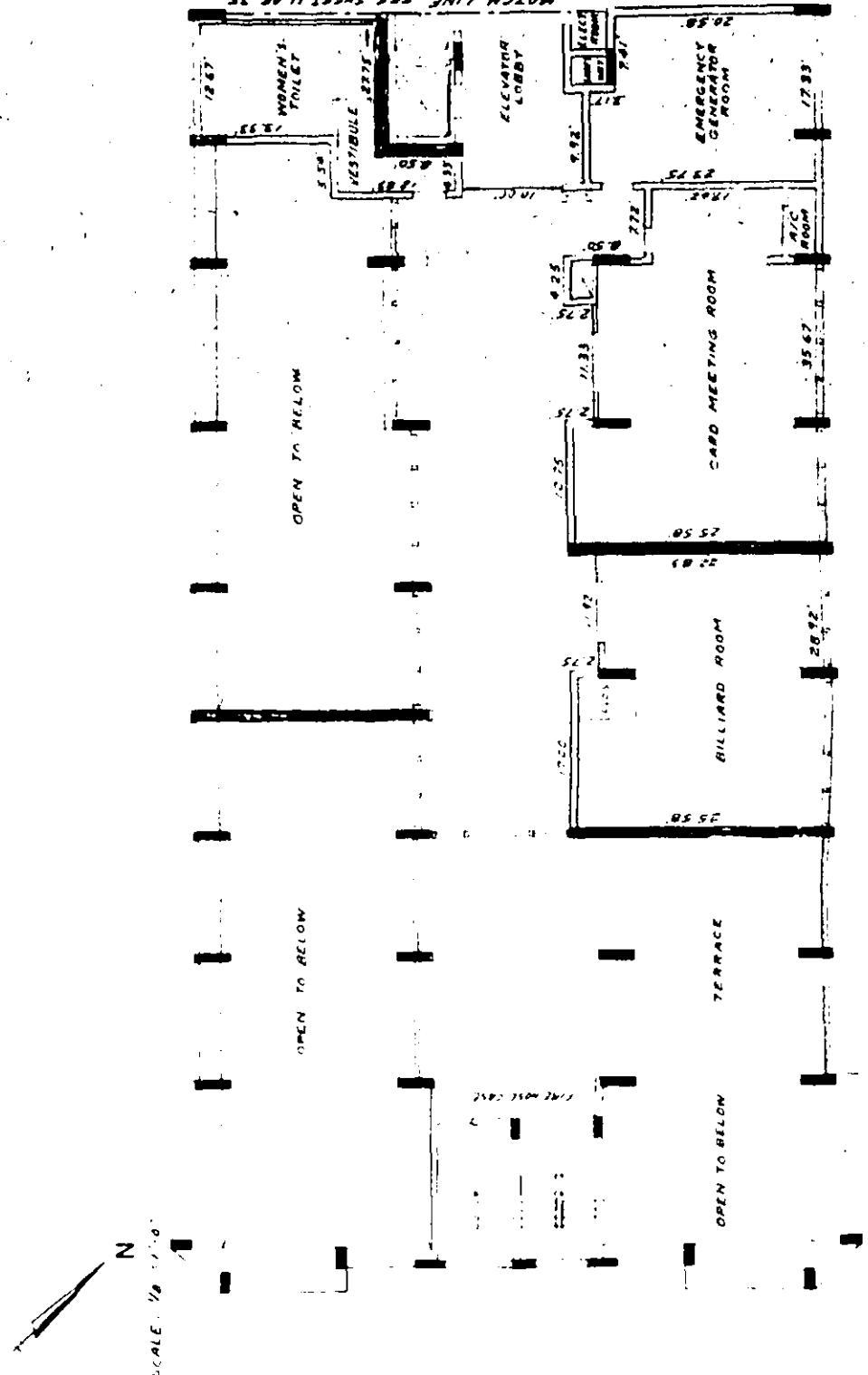
A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE ANDROS

OFF REC 9178 PG 1056

MATCH LINE SEE SHEET NO 11-11000



THIRD FLOOR

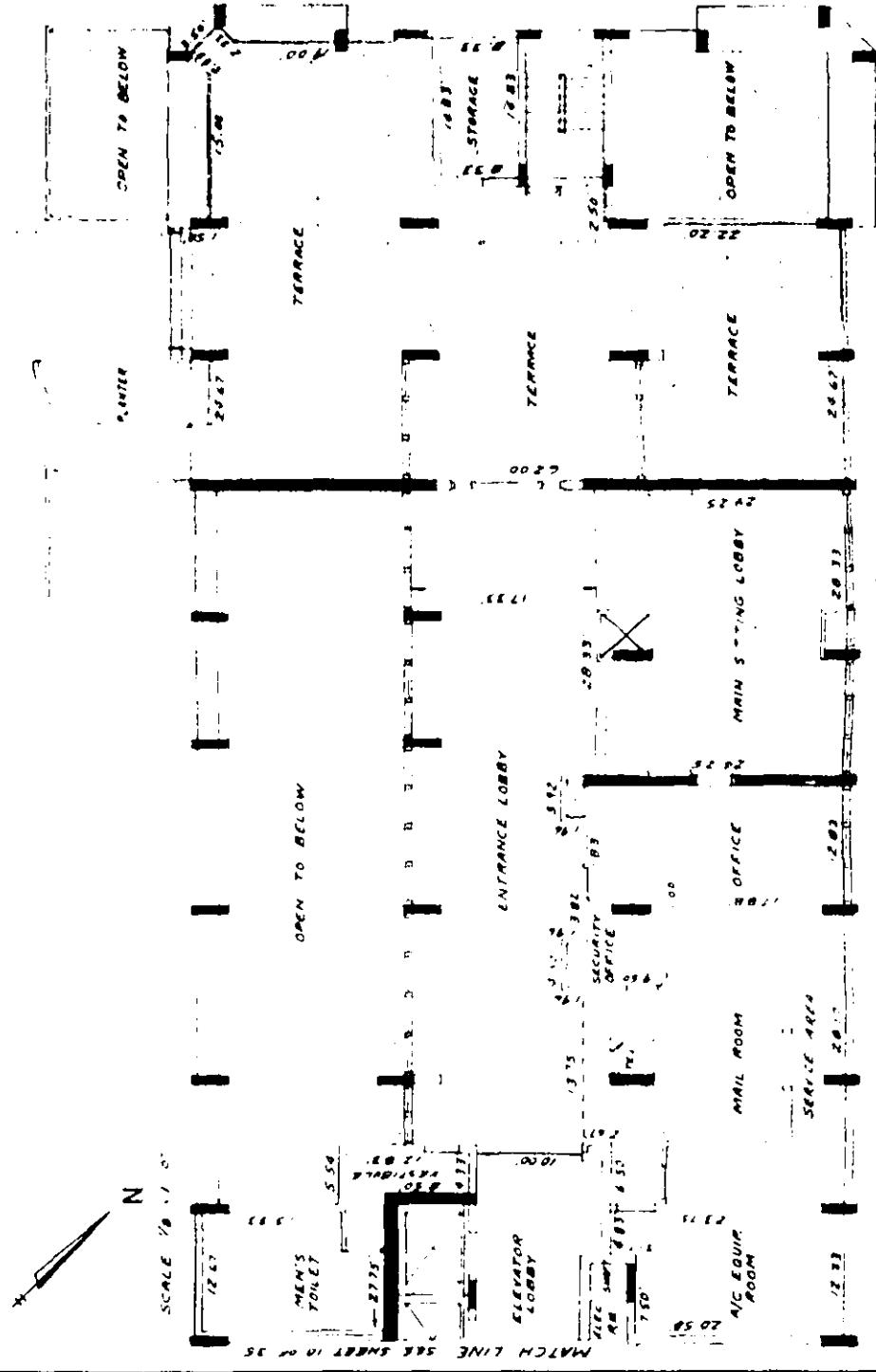
OFF REC 9178 PG 1057

# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE ANDROS



THIRD FLOOR

卷之三

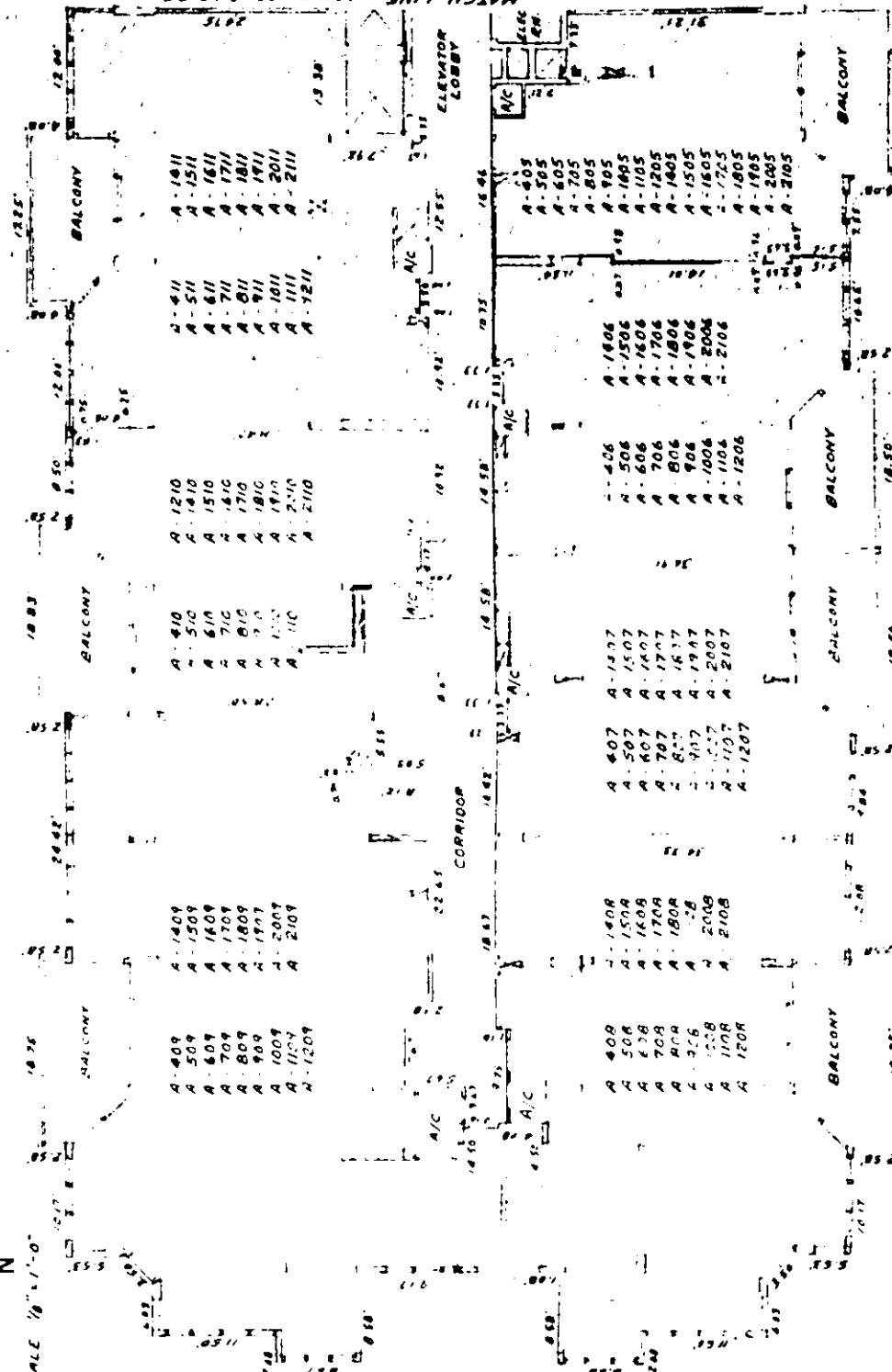
# BRICKELL PLACE

A CONDOMINIUM

SECTION 39 TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE ANDROS

二



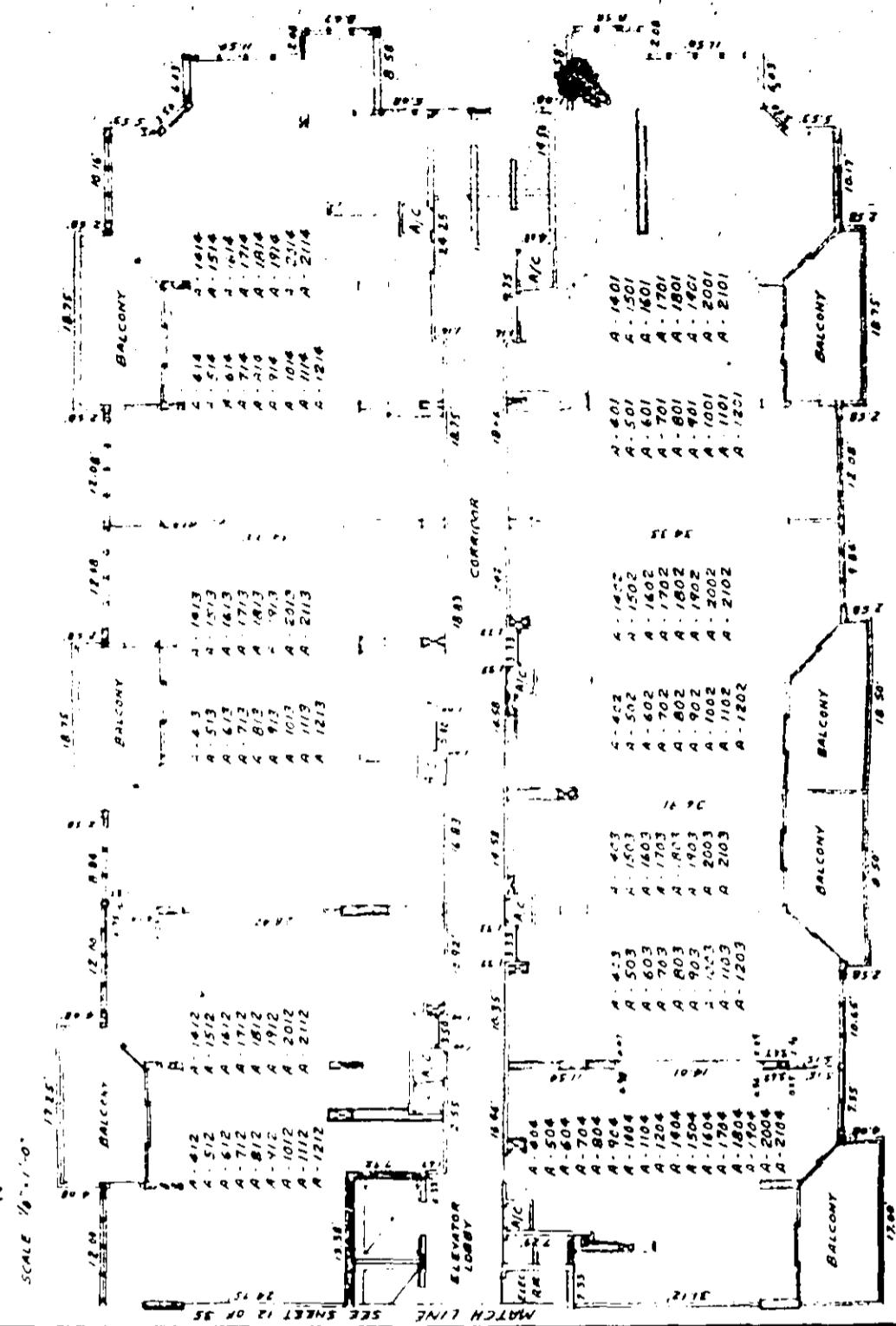
EI 0008c A - 21

# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

## THE ANDROS



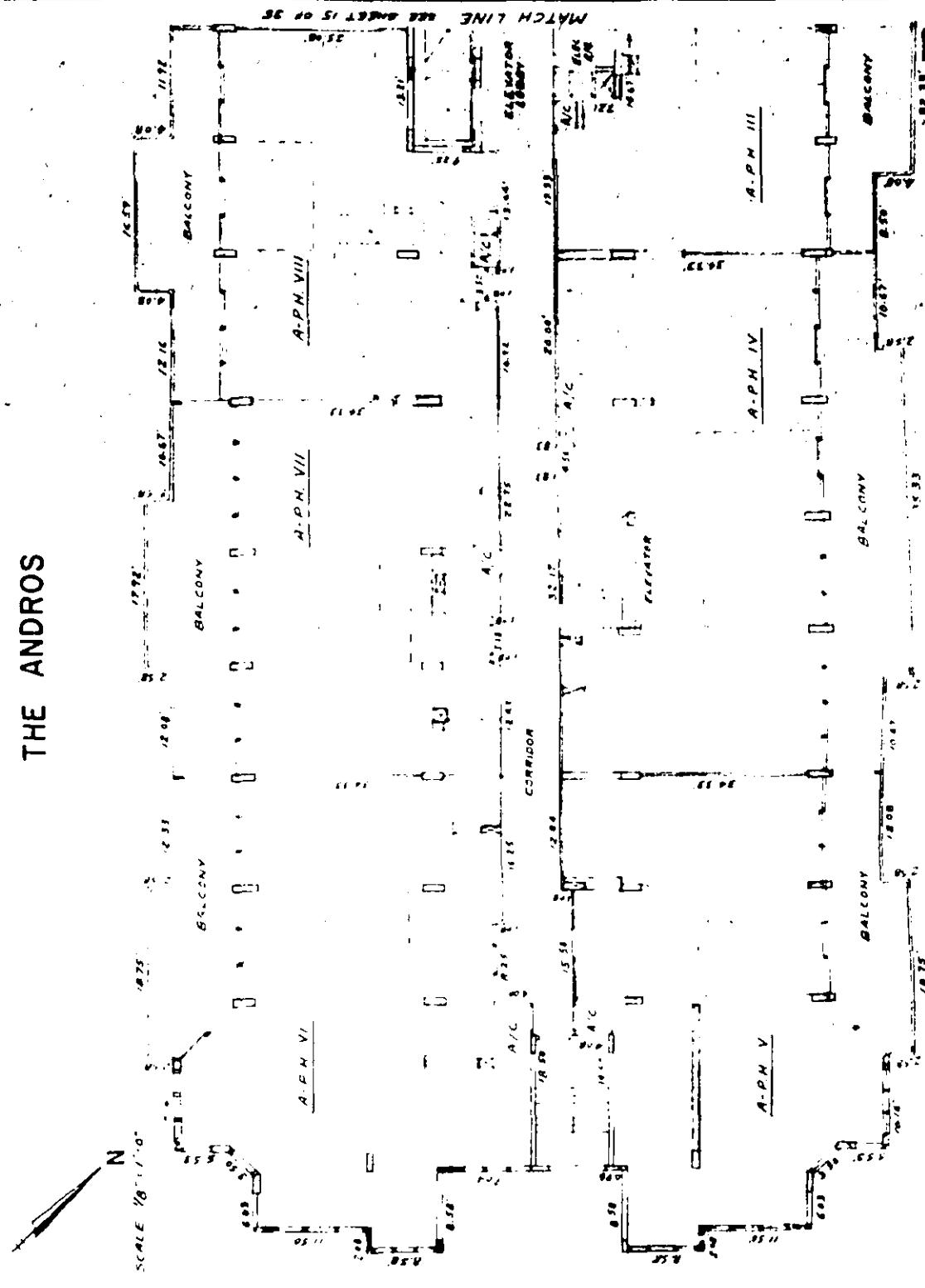
FLOORS 4 - 21

# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

## THE ANDROS



FLOOR 22

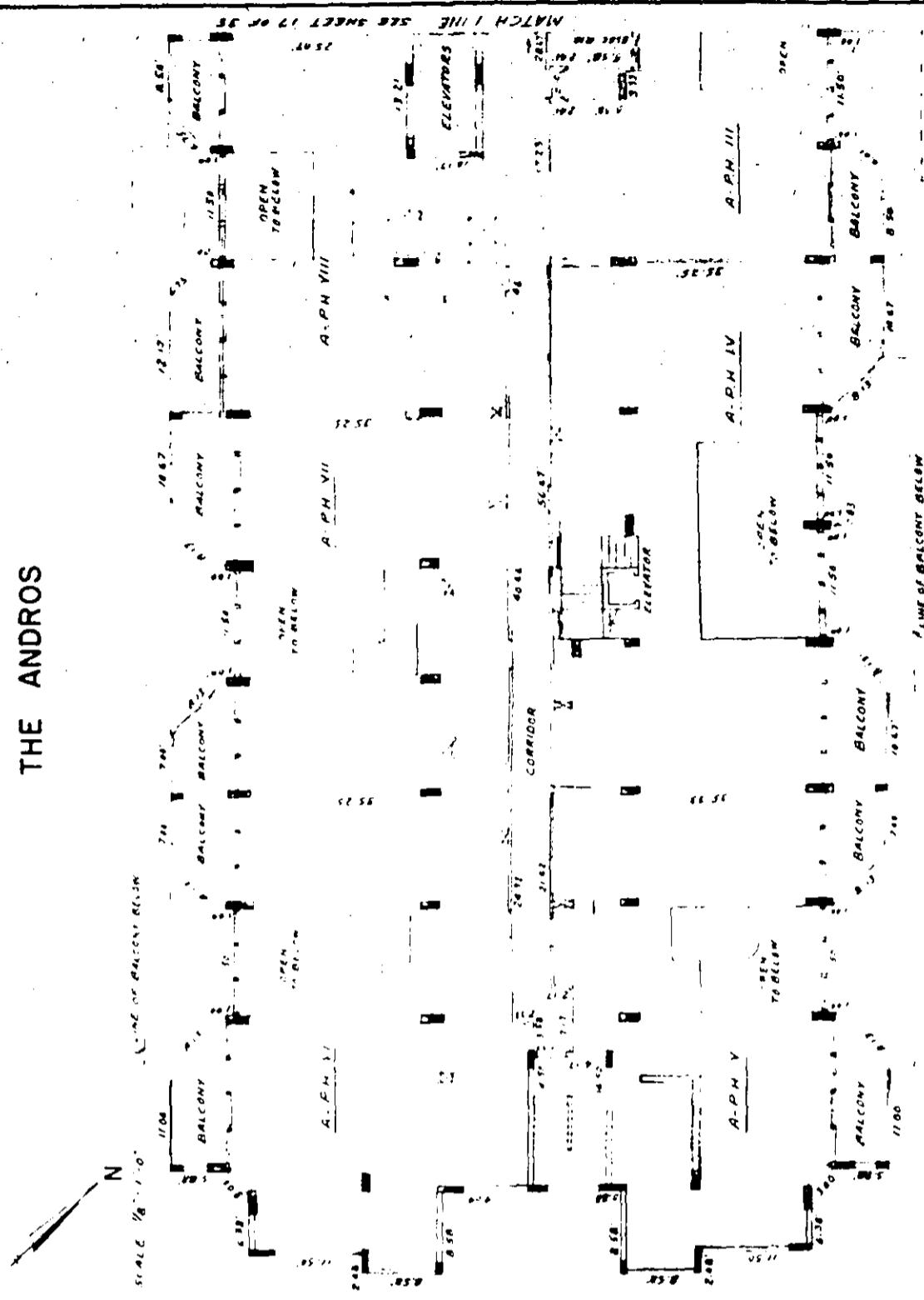


# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE ANDROS



FLOOR 23



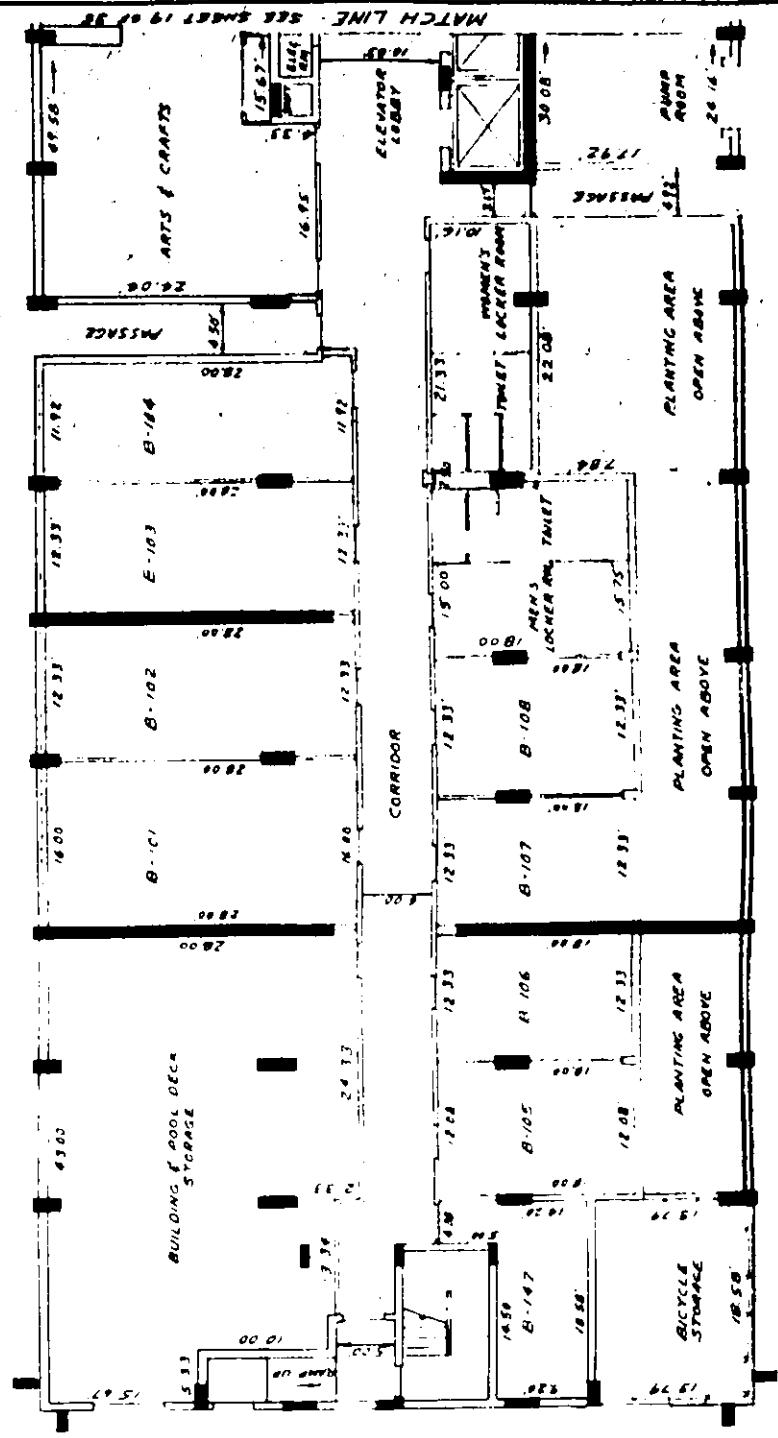
# BRICKELL PLACE

A CONDOMINIUM

SECTION 39. TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE BARBADOS

- 6 -



FIRST FLOOR

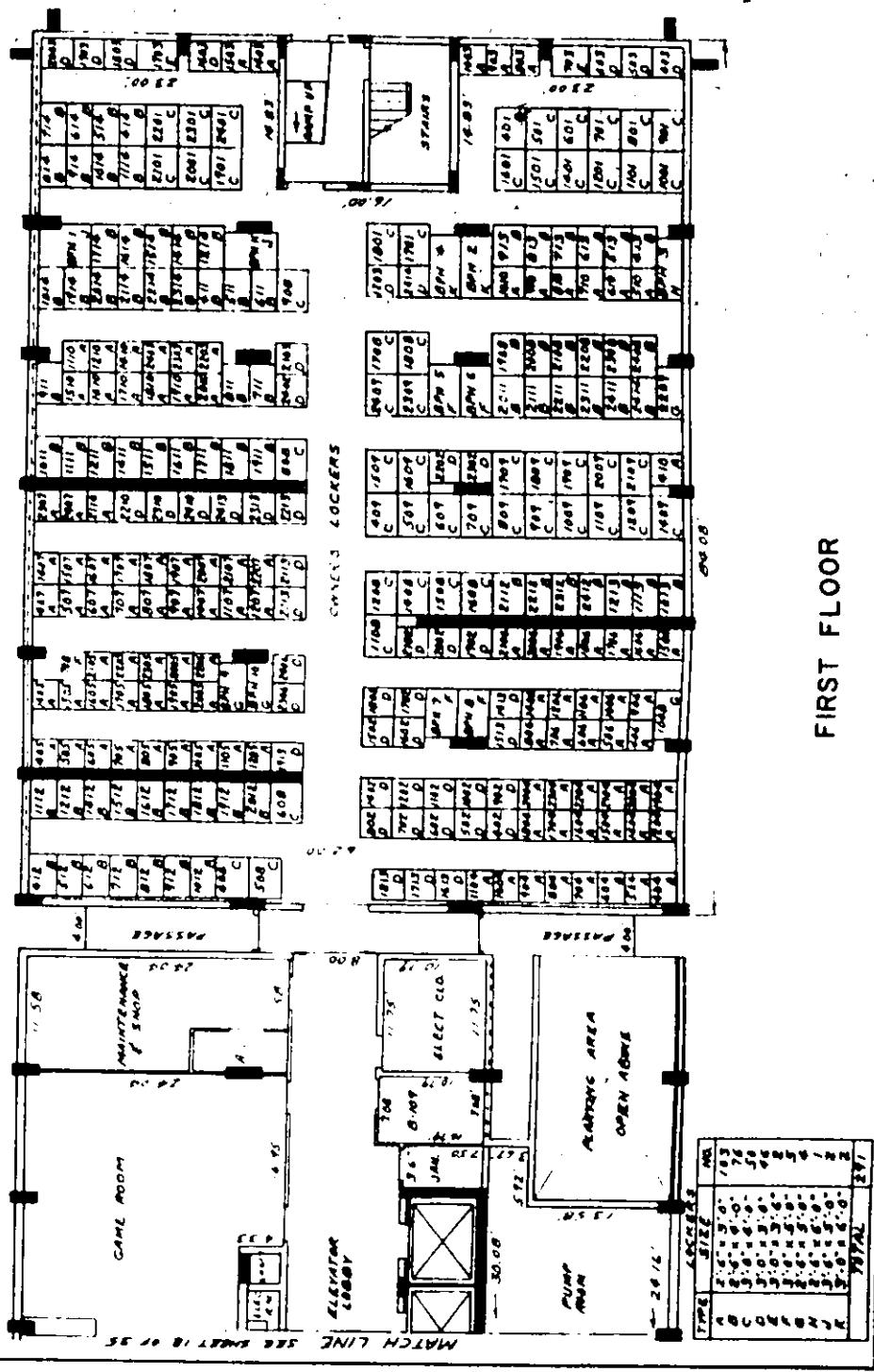
# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

## THE BARBADOS

N  
SCALE 1/8 INCHES = 100 FEET  
SEE DRAWING 10 OF 18



## BRICKELL PLACE

A CONDOMINIUM

SECTION 39. TOWNSHIP 54 SOUTH, RANGE 41 EAST

## THE BARBADOS

SECOND FLOOR

# BRICKELL PLACE

## A CONDOMINIUM

SECTION 39. TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE BARBADOS

SECOND FLOOR

# BRICKELL PLACE

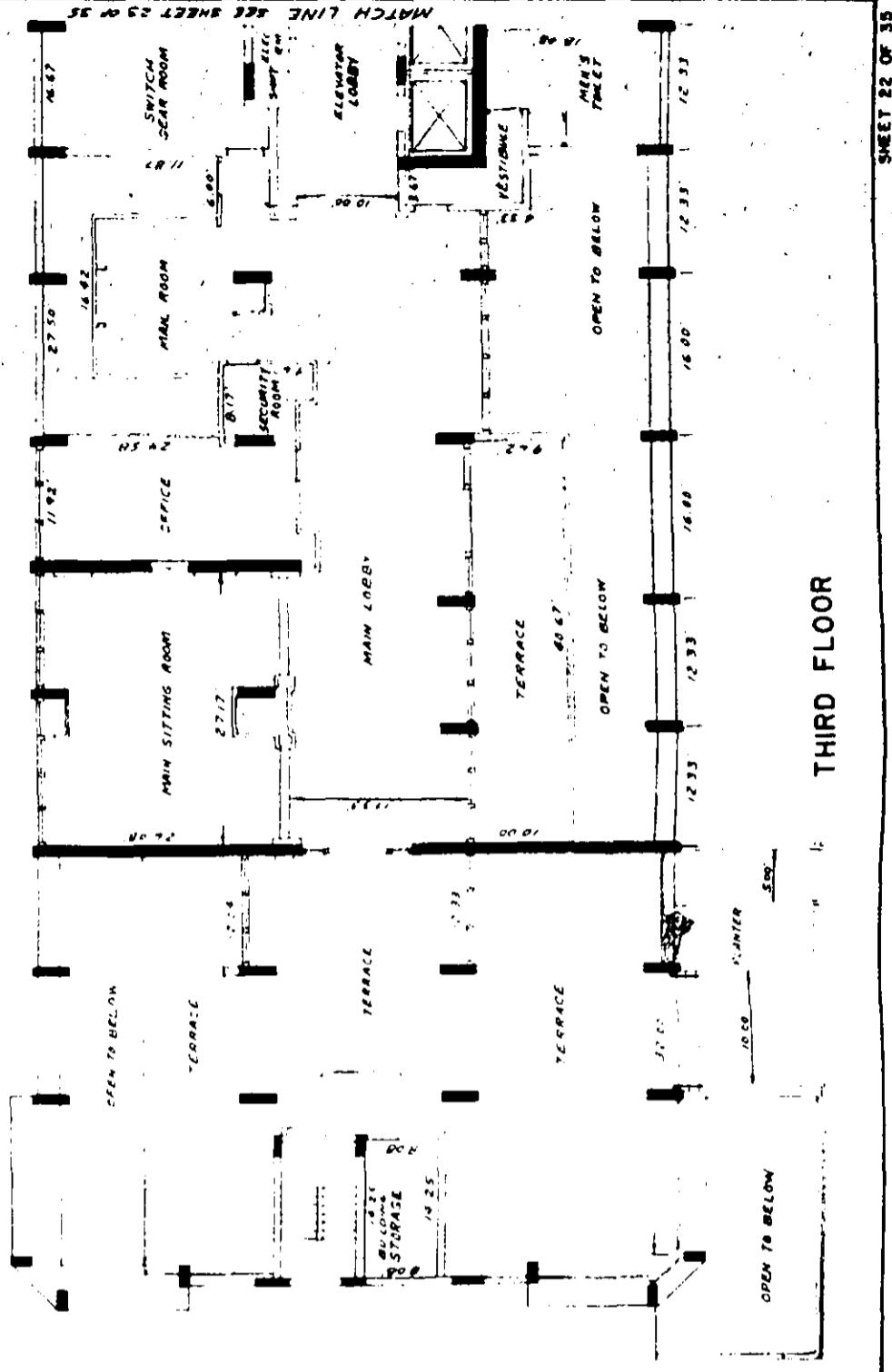
A CONDOMINIUM

A CONDOMINIUM

SECTION 39. TOWNSHIP 54 SOUTH. RANGE 41 EAST

THE BARBADOS

卷之三



# BRICKELL PLACE

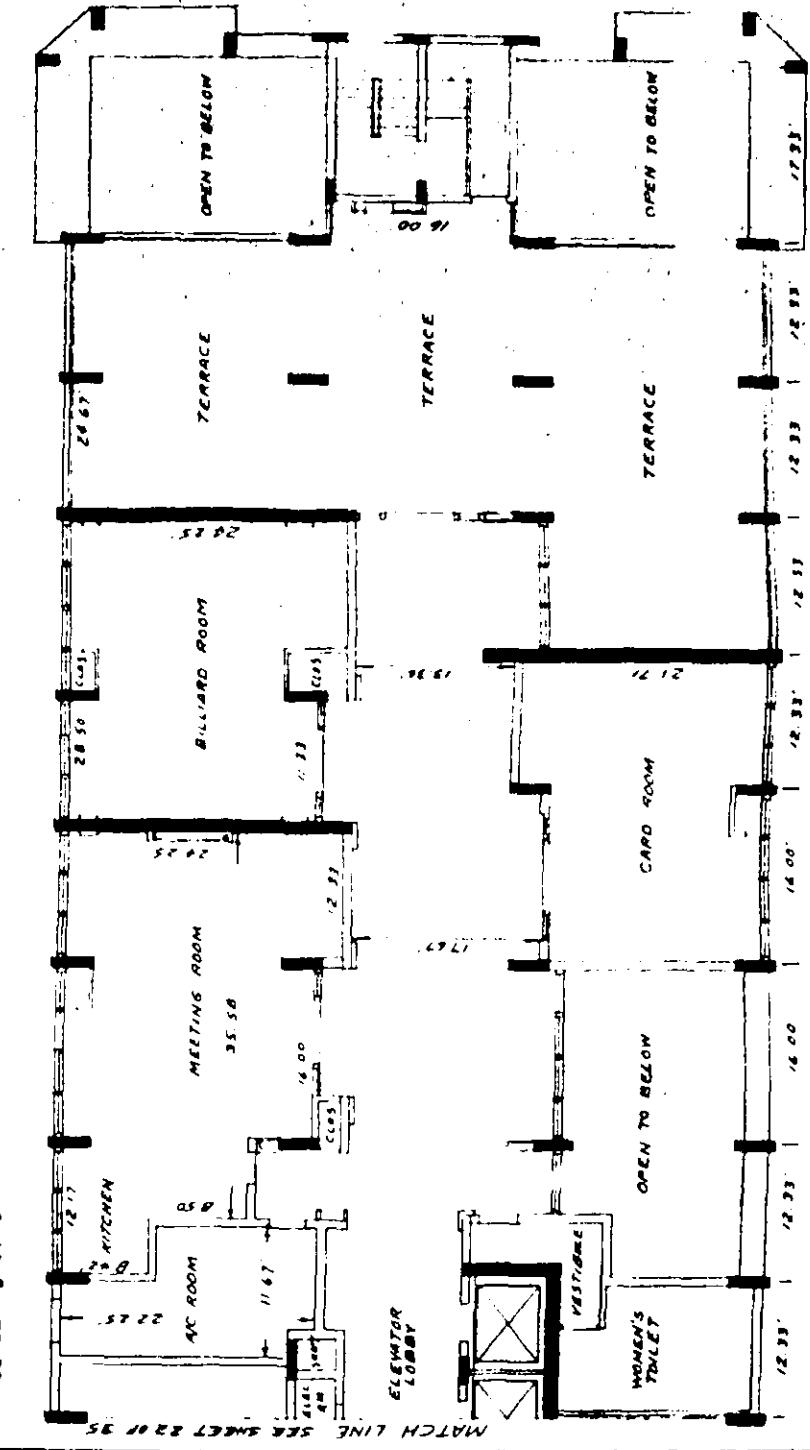
A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST.

## THE BARBADOS

N

SCALE: 1/8" = 1'-0"



THIRD FLOOR



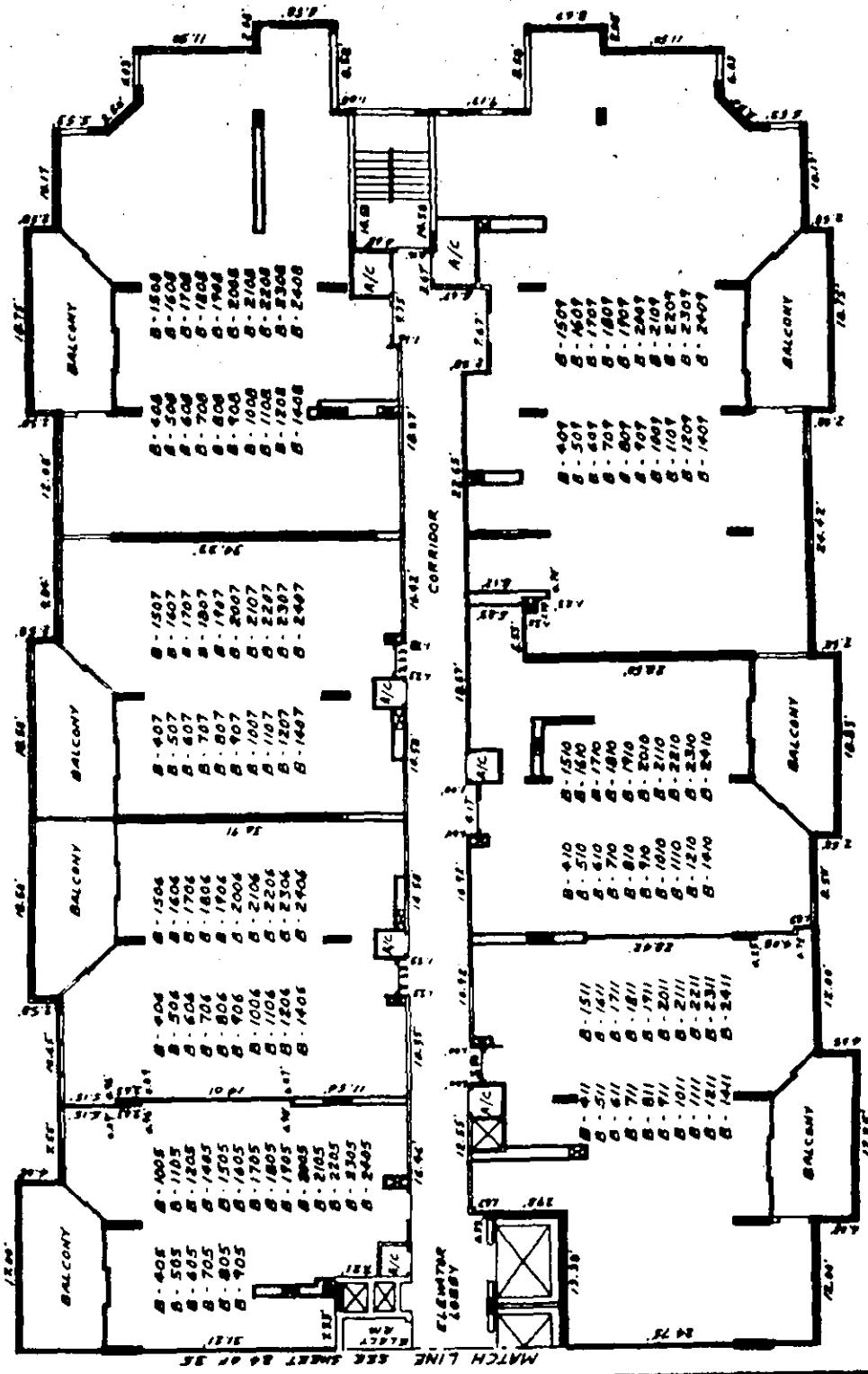
# BRICKELL PLACE

A CONDOMINIUM

SECTION 19 TOWNSHIP 54 SOUTH. RANGE 41 EAST

THE BARBADOS

卷之三



FLOORS 4 - 24

# BRICKELL PLACE

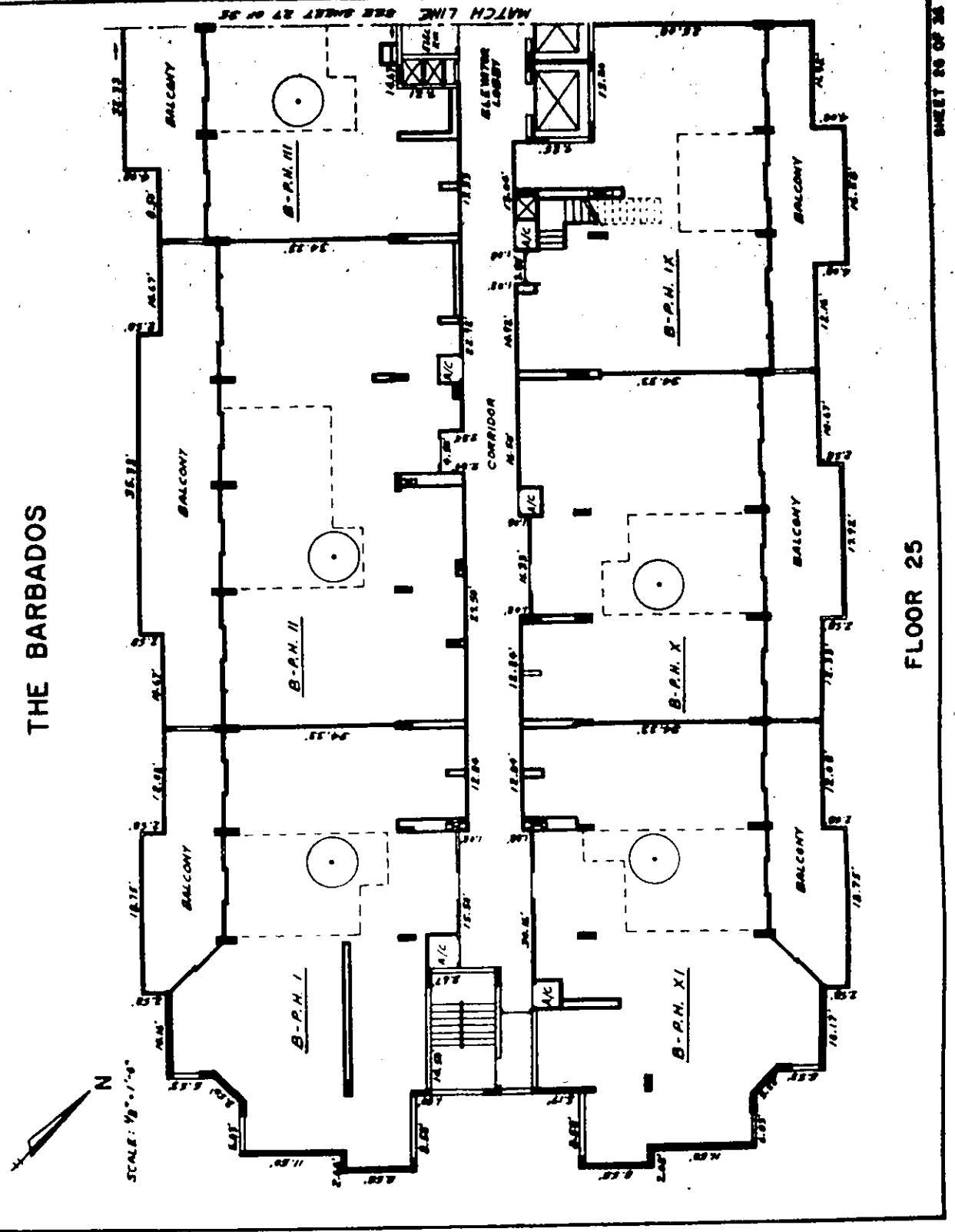
A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

## THE BARBADOS

OFF REC 9178 PG 1072

MATCH LINE SEE SHEET 27 OR 28



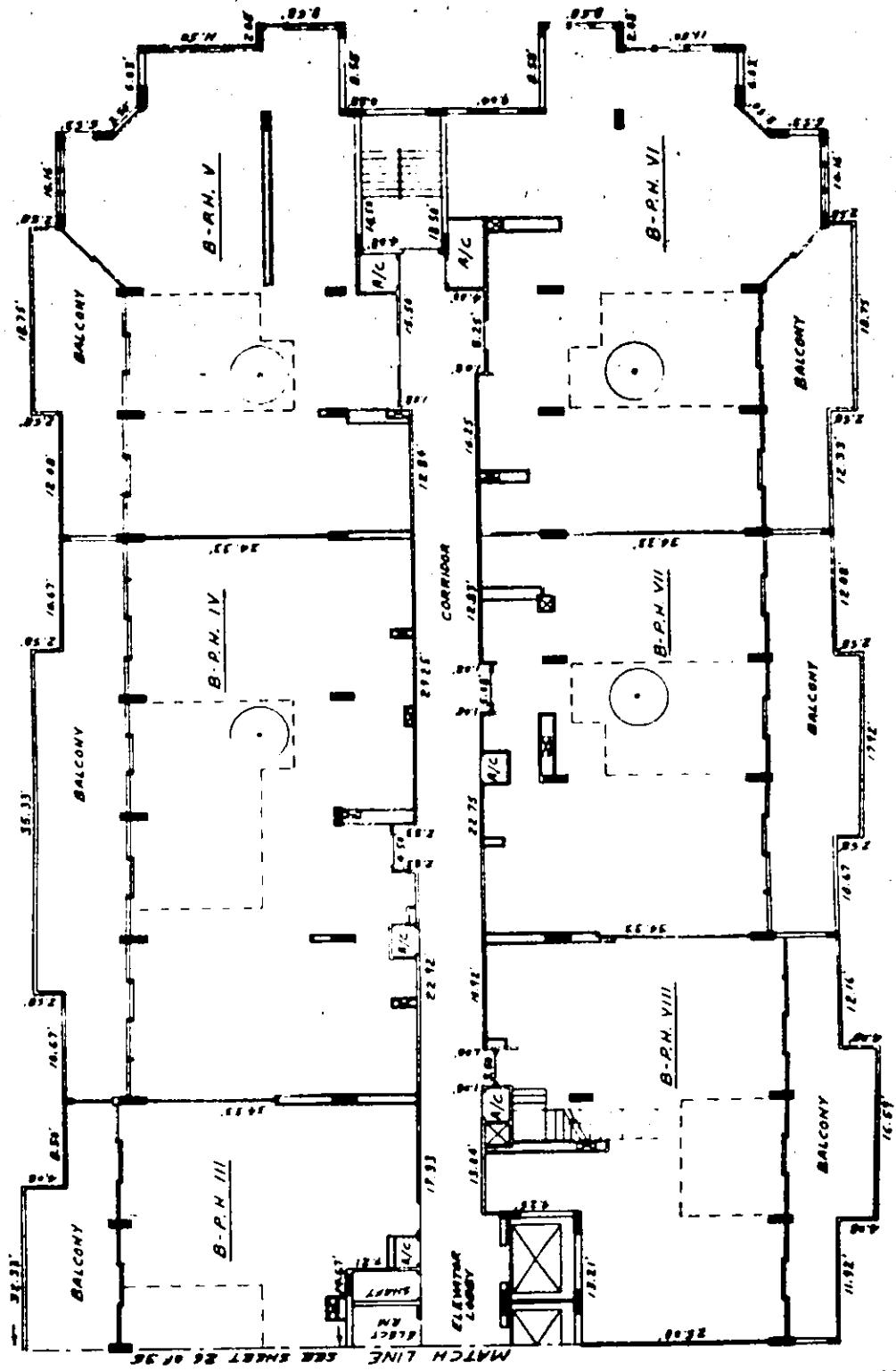
# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 34 SOUTH, RANGE 41 EAST

THE BARBADOS

SCALES : 1/4 = 1' - 0"



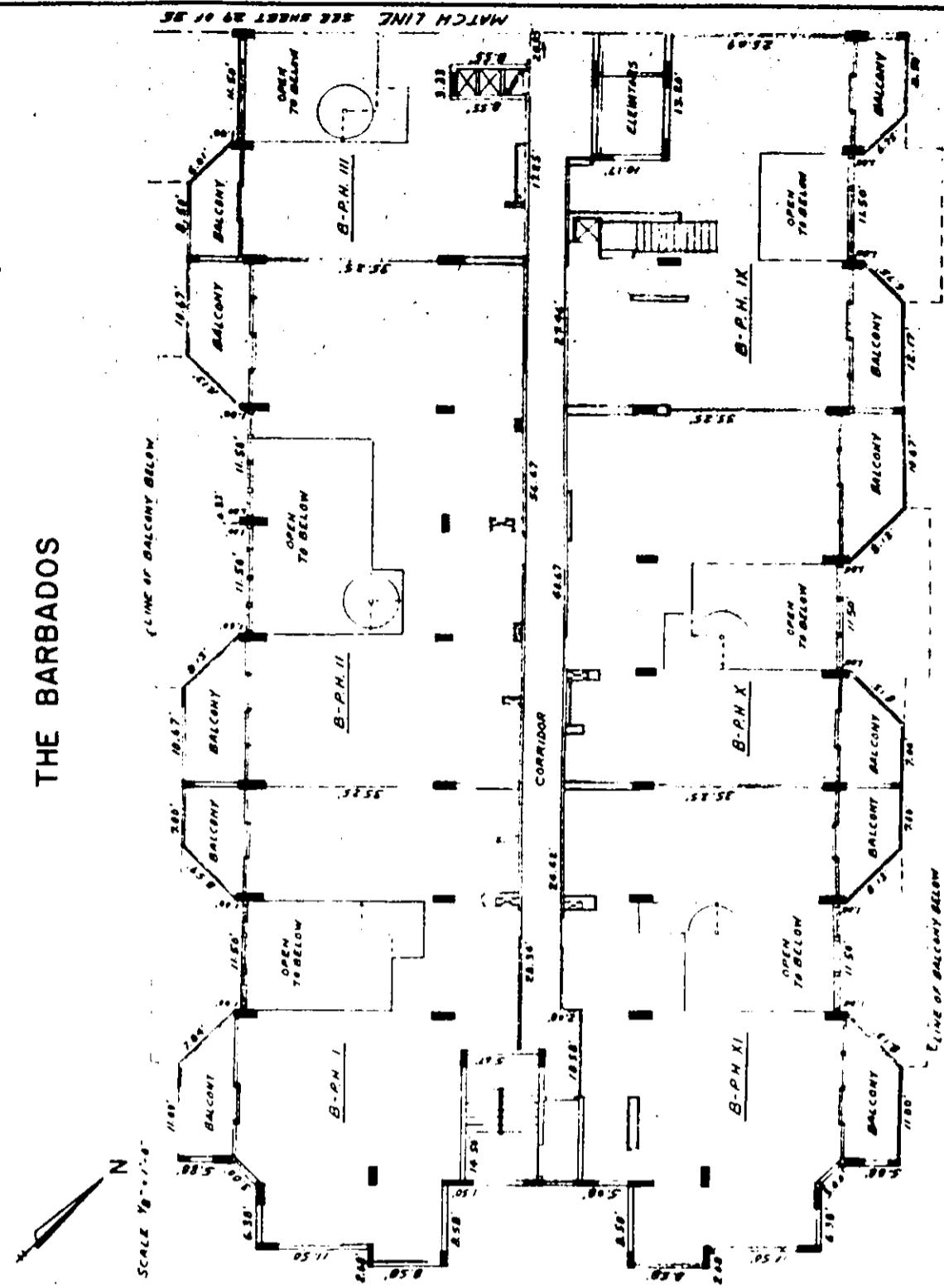
FLOOR 25

# BRICKELL PLACE

A CONDOMINIUM

SECTION 39. TOWNSHIP 54 SOUTH. RANGE 41 EAST

THE BARBADOS



FLOOR · 26

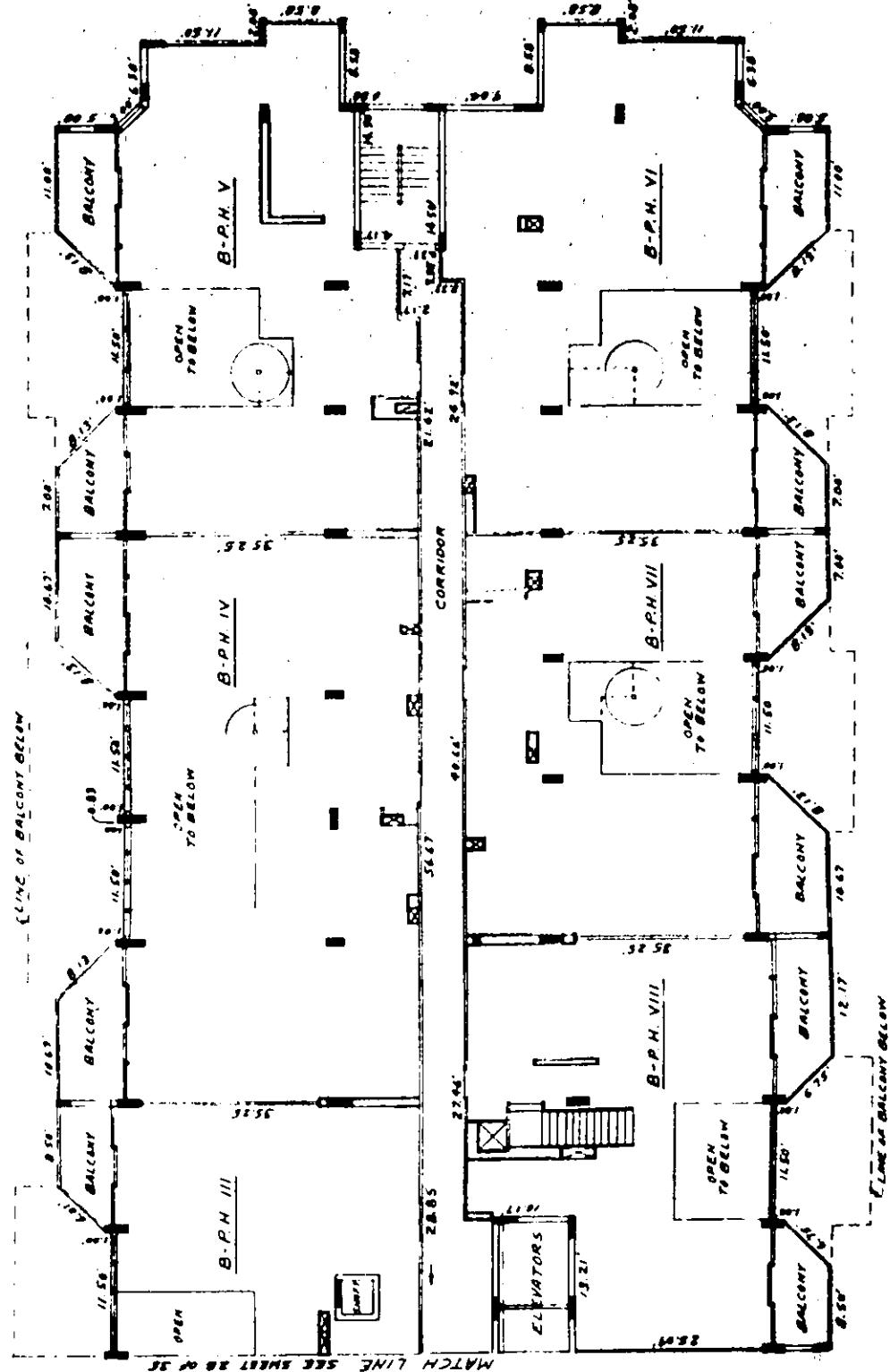
# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE BARBADOS

SCALE: 1/8 - 100



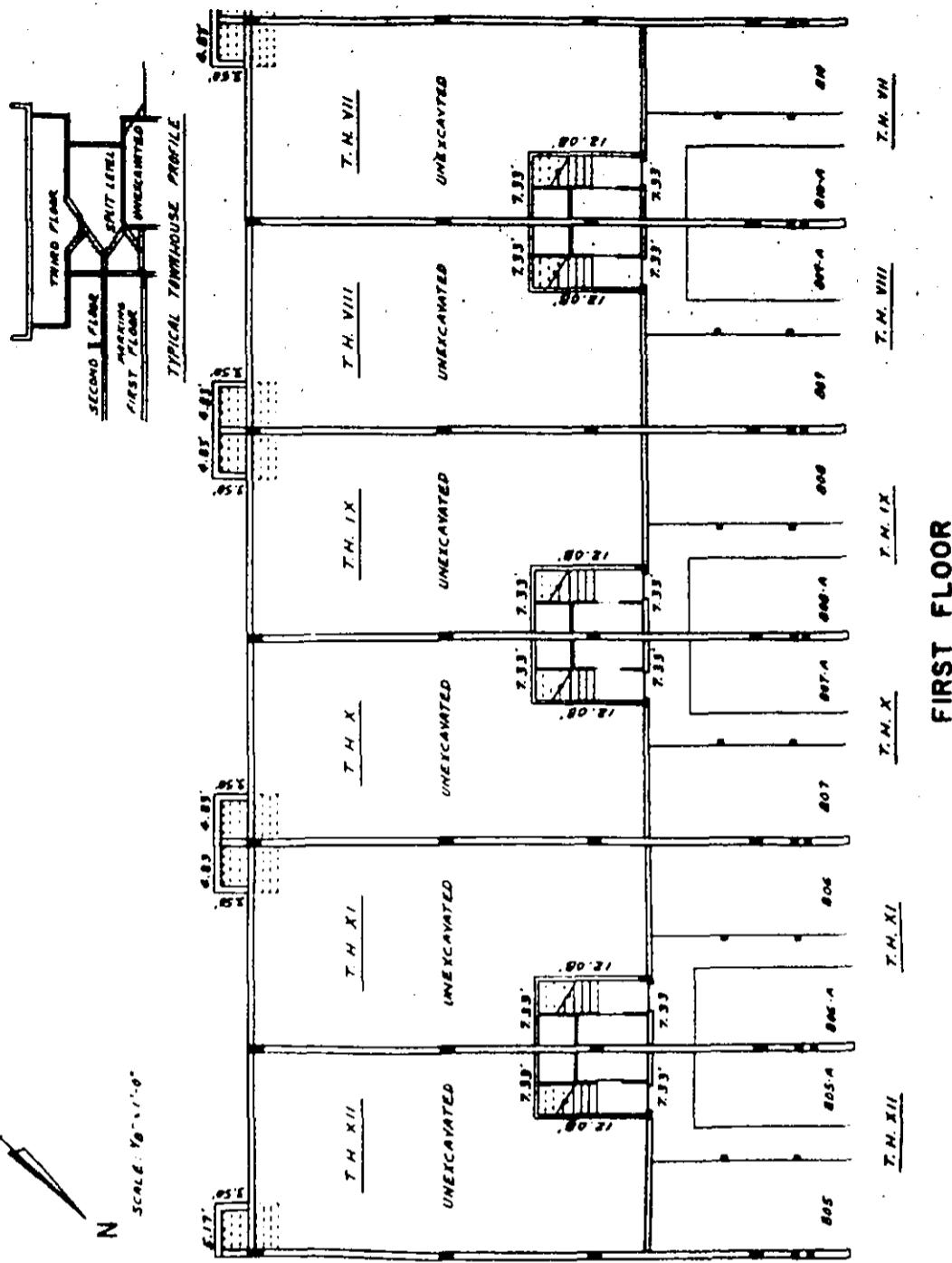
FLOOR 26

# BRICKELL PLACE

A CONDOMINIUM

**SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST**

## BAYFRONT TOWNHOUSES



# BRICKELL PLACE

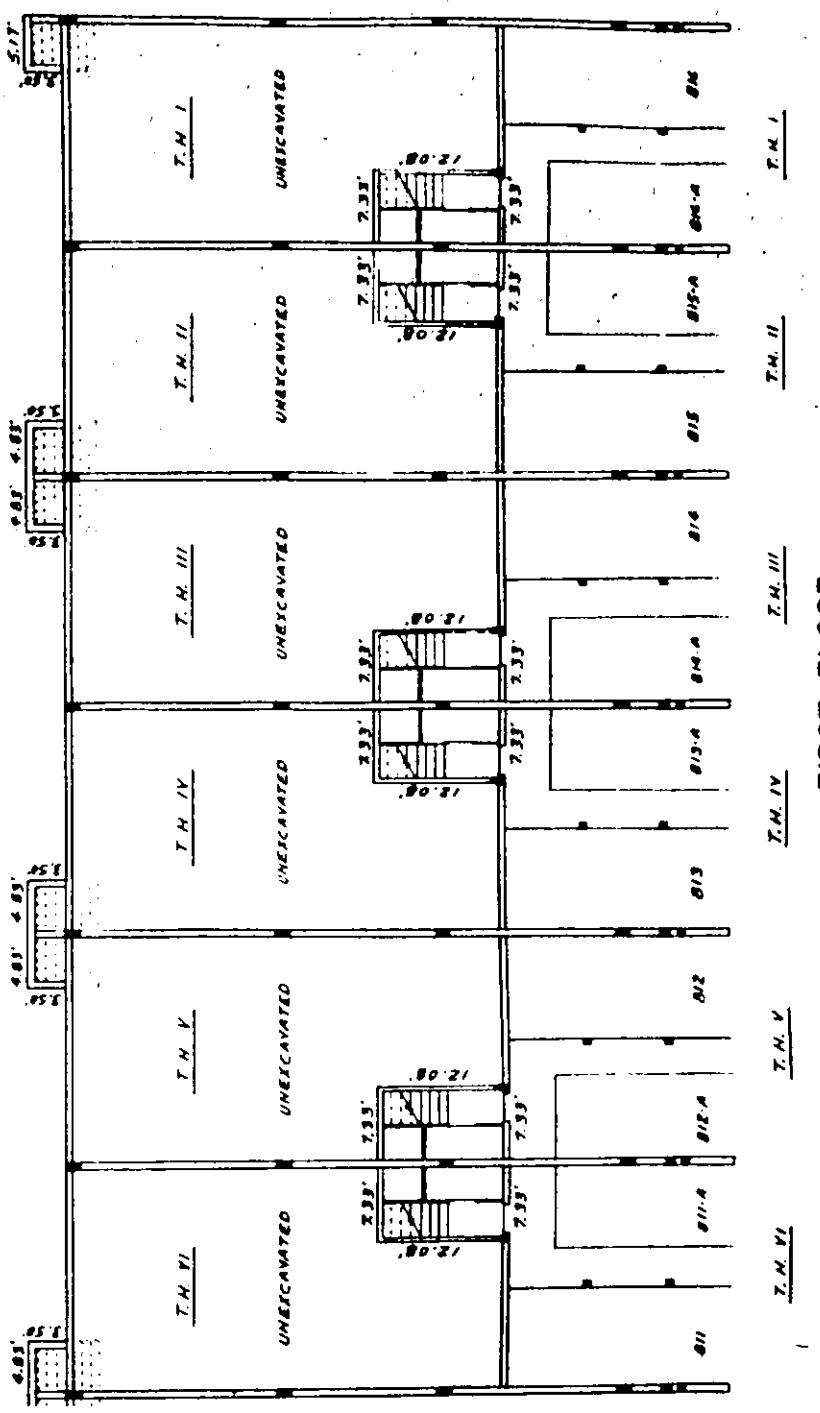
A CONDOMINIUM

**SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST**

## BAYFRONT TOWNHOUSES

2

SCALE . 1/8 - 0 / 0 -



MATCH LINE 666 3M82T 00 00 38

## BRICKELL PLACE

A CONDOMINIUM

SECTION 39 TOWNSHIP 54 SOUTH RANGE 11 EAST

## BAYFRONT TOWNHOUSES

SCOTT: THE CIVIL WAR

SCOTT C. 1/10/00

**MATCH LINE APARTMENTS**

**Floor Plan Details:**

- T.H. VII (Top Floor):** Includes a front entrance, a living room, a kitchen, a bathroom, two bedrooms, a central staircase, and a balcony.
- T.H. VIII (Second Floor):** Includes a front entrance, a living room, a kitchen, a bathroom, two bedrooms, a central staircase, and a balcony.
- T.H. IX (Third Floor):** Includes a front entrance, a living room, a kitchen, a bathroom, two bedrooms, a central staircase, and a balcony.
- T.H. X (Fourth Floor):** Includes a front entrance, a living room, a kitchen, a bathroom, two bedrooms, a central staircase, and a balcony.
- T.H. XI (Fifth Floor):** Includes a front entrance, a living room, a kitchen, a bathroom, two bedrooms, a central staircase, and a balcony.
- T.H. XII (Sixth Floor):** Includes a front entrance, a living room, a kitchen, a bathroom, two bedrooms, a central staircase, and a balcony.
- Common Areas:** Includes a central plant area, an open terrace, and several balconies.
- Dimensions:** Overall width is 36'-0". Units range from 15'-0" to 16'-0" deep.

**SECOND FLOOR & SPLIT LEVEL**

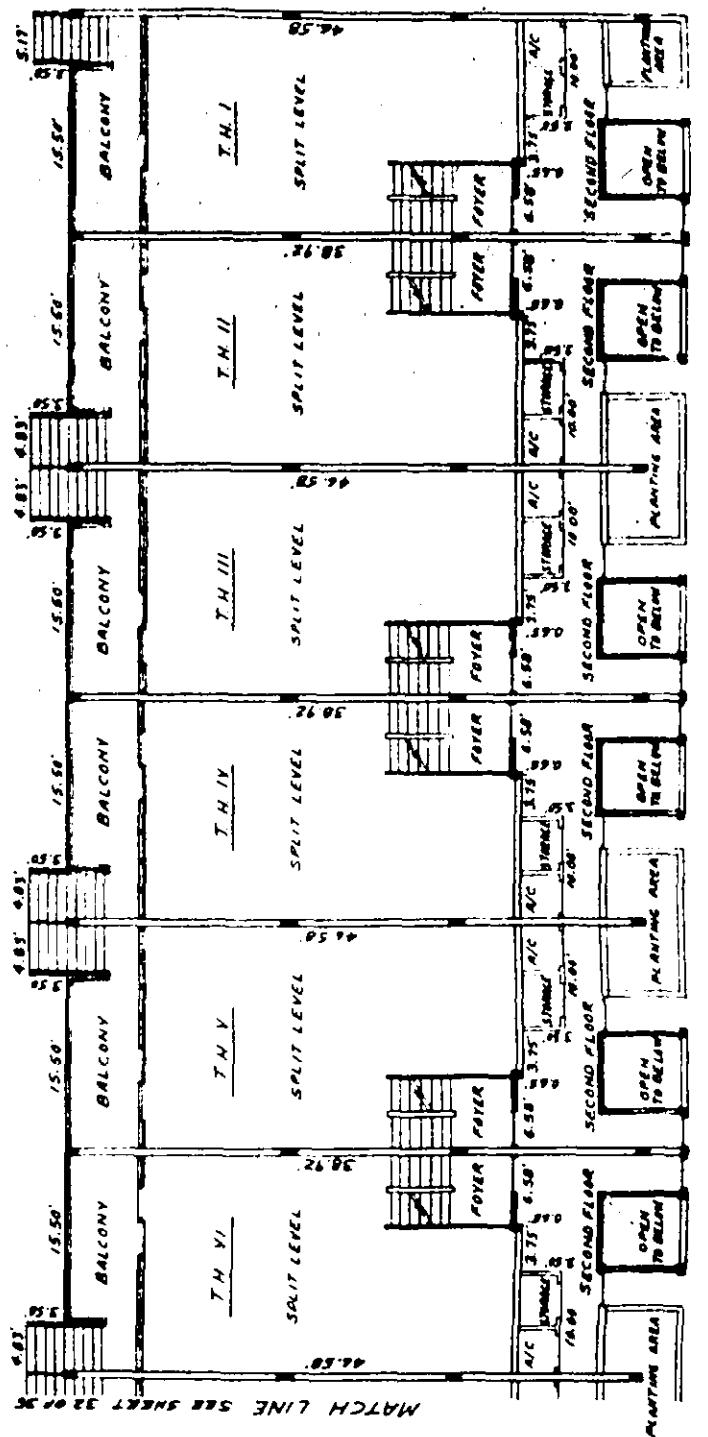
# BRICKELL PLACE

A CONDOMINIUM

SECTION 39 TOWNSHIP 54 SOUTH RANGE 41 EAST

## BAYFRONT TOWNHOUSES

SCALE: 1/8", 1".0"



T.M. 1

T. M. II

۱۷۸

۷۸۱

T. & W.

## **SECOND FLOOR & SPLIT LEVEL**

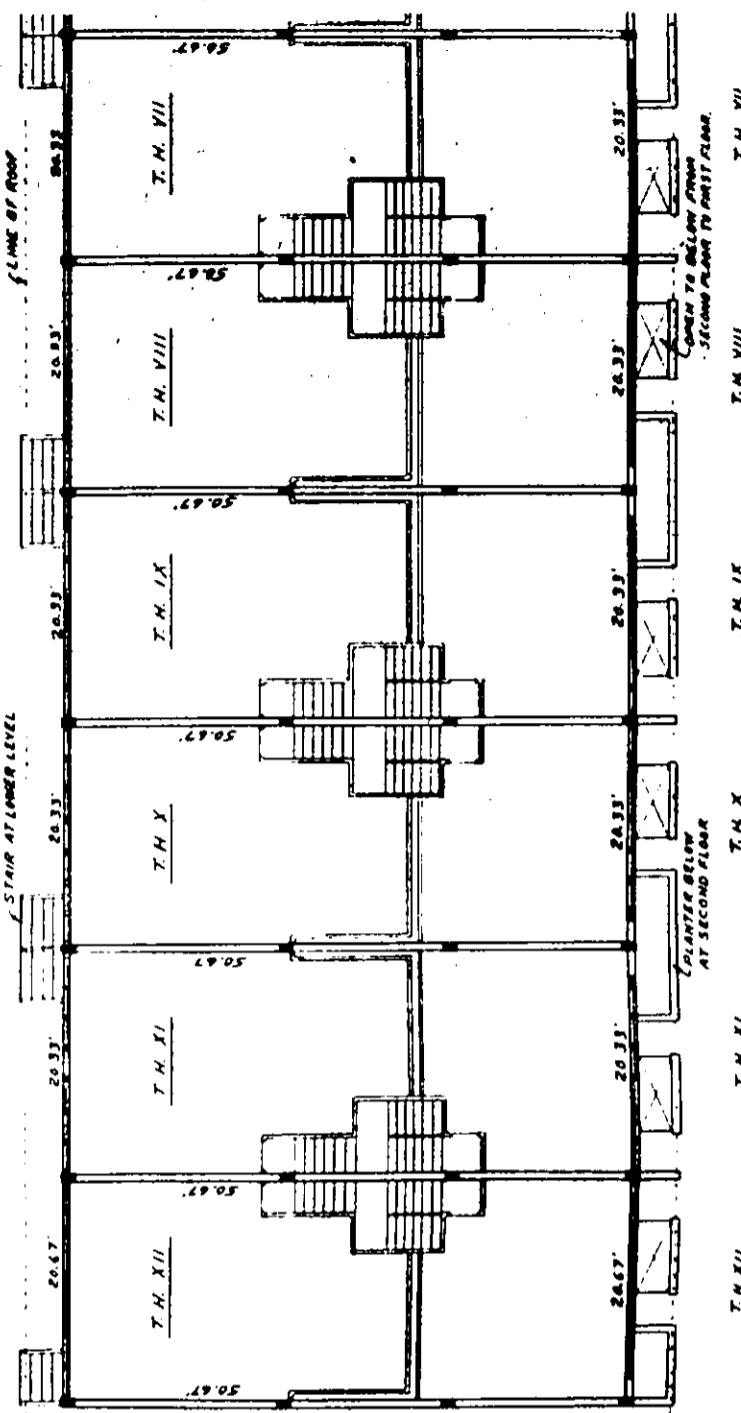
# BRICKELL PLACE

A CONDOMINIUM

**SECTION 19 TOWNSHIP 54 SOUTH RANGE 41 EAST**

## BAYFRONT TOWNHOUSES

SCALE: 1/8 - 1/16



THIRD FLOOR

# BRICKELL PLACE

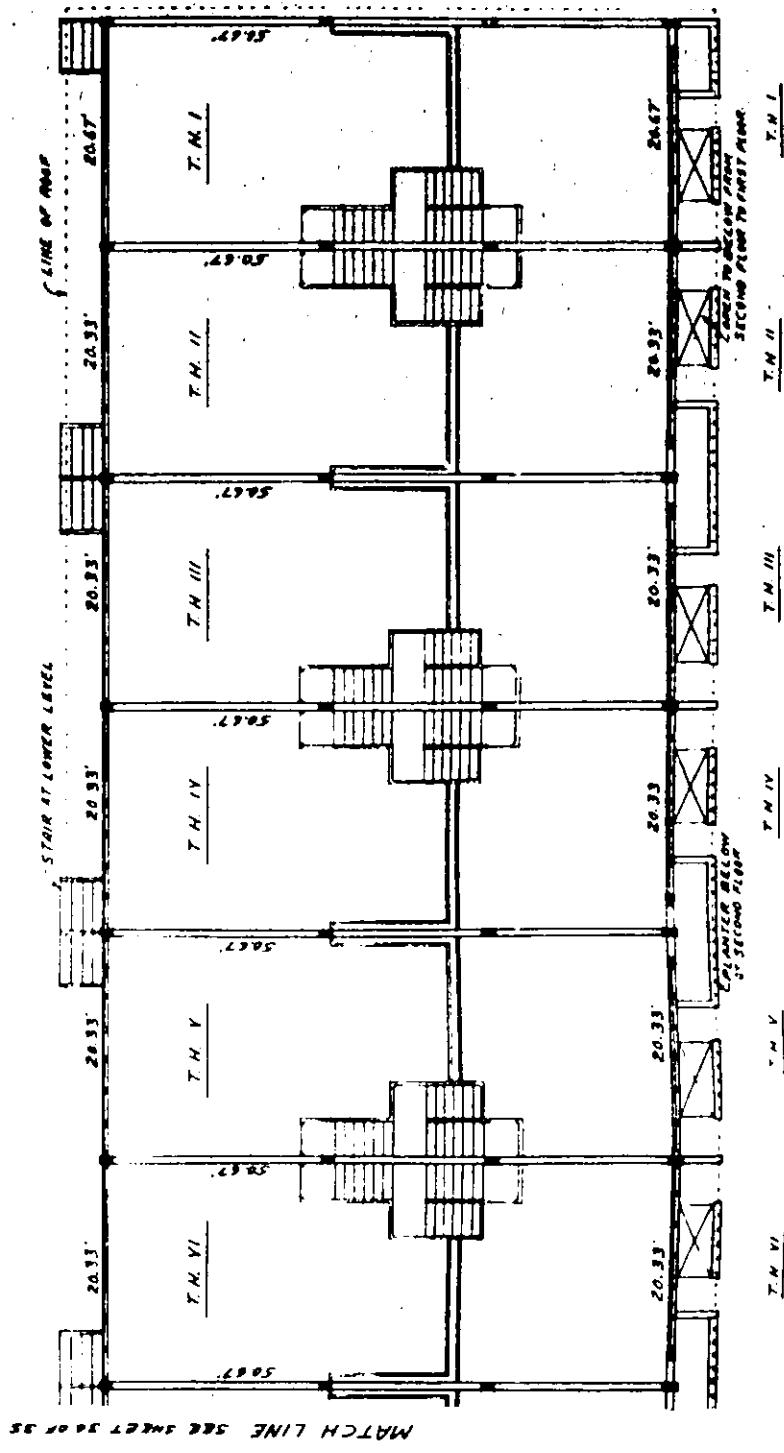
A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

## BAYFRONT TOWNHOUSES



SCALE 1/8" = 1'-0"





# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST  
SECOND FLOOR - PLAZA LEVEL

N



BRICKELL AVENUE

FRONTAGE (SERVICE) ROAD

MAP DOWN	
273	272
274	271
275	270
276	269
277	268
278	267
279	266
280	265
281	264
282	263
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534	11
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539	6
540	5
541	4
542	3
543	2
544	1
545	0

Parking Spaces	
261	262
263	264
265	266
267	268
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271	272
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499	500

Parking Spaces	
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367	368
3	

# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST  
SECOND FLOOR - PLAZA LEVEL

N  
Slope 1:30

MATCH LINE SEE SHEET 2 OF 35

314	242	252	242
313	243	253	243
312	244	254	244
311	245	255	245
310	246	256	246
309	247	257	247
308	248	258	248
307	249	259	249
306	250	260	250
305	251	261	251
304	252	262	252
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302	254	264	254
301	255	265	255
300	256	266	256
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282	274	284	274
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222	334	344	334
221	335	345	335
220	336	346	336
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216	340	350	340
215	341	351	341
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56	500	510	500
55	501	511	501
54	502	512	502
53	503	513	503</td

# BRICKELL PLACE

A CONDOMINIUM

**SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST  
FIRST FLOOR - BASEMENT LEVEL**

28

PAGE EIGHT OF 35



REC 9178 PC1087

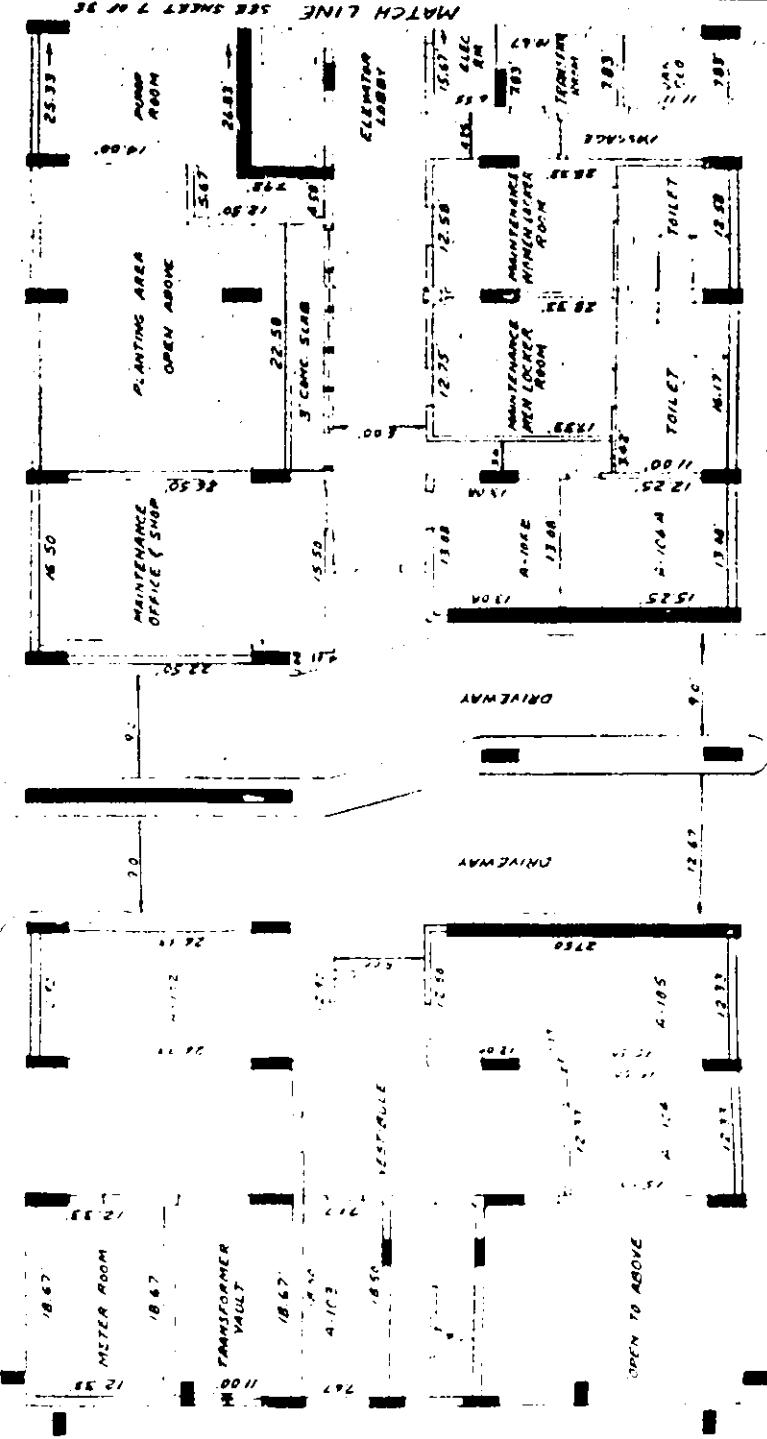
# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE ANDROS

N  
SCALE 1/8'-0"



FIRST FLOOR

# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE ANDROS

FIRST FLOOR

# BRICKELL PLACE

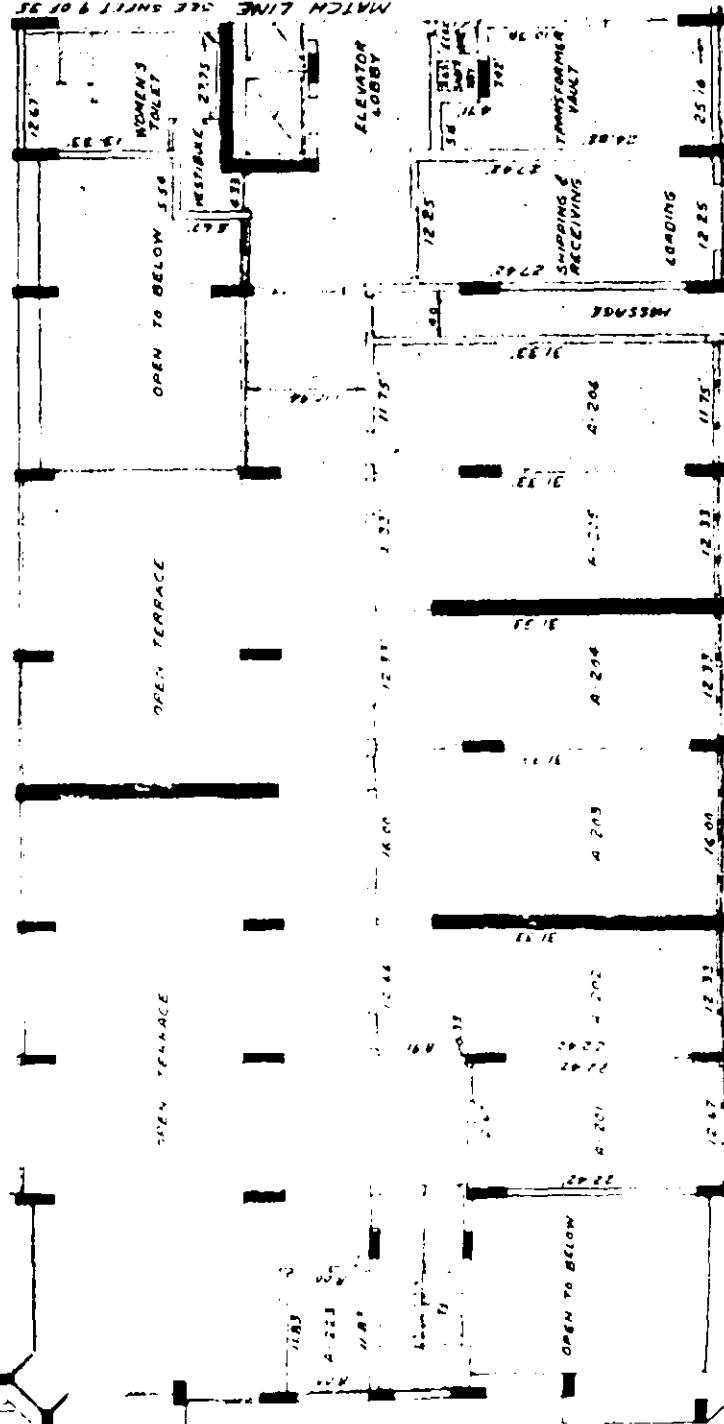
A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE ANDROS

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SECOND FLOOR

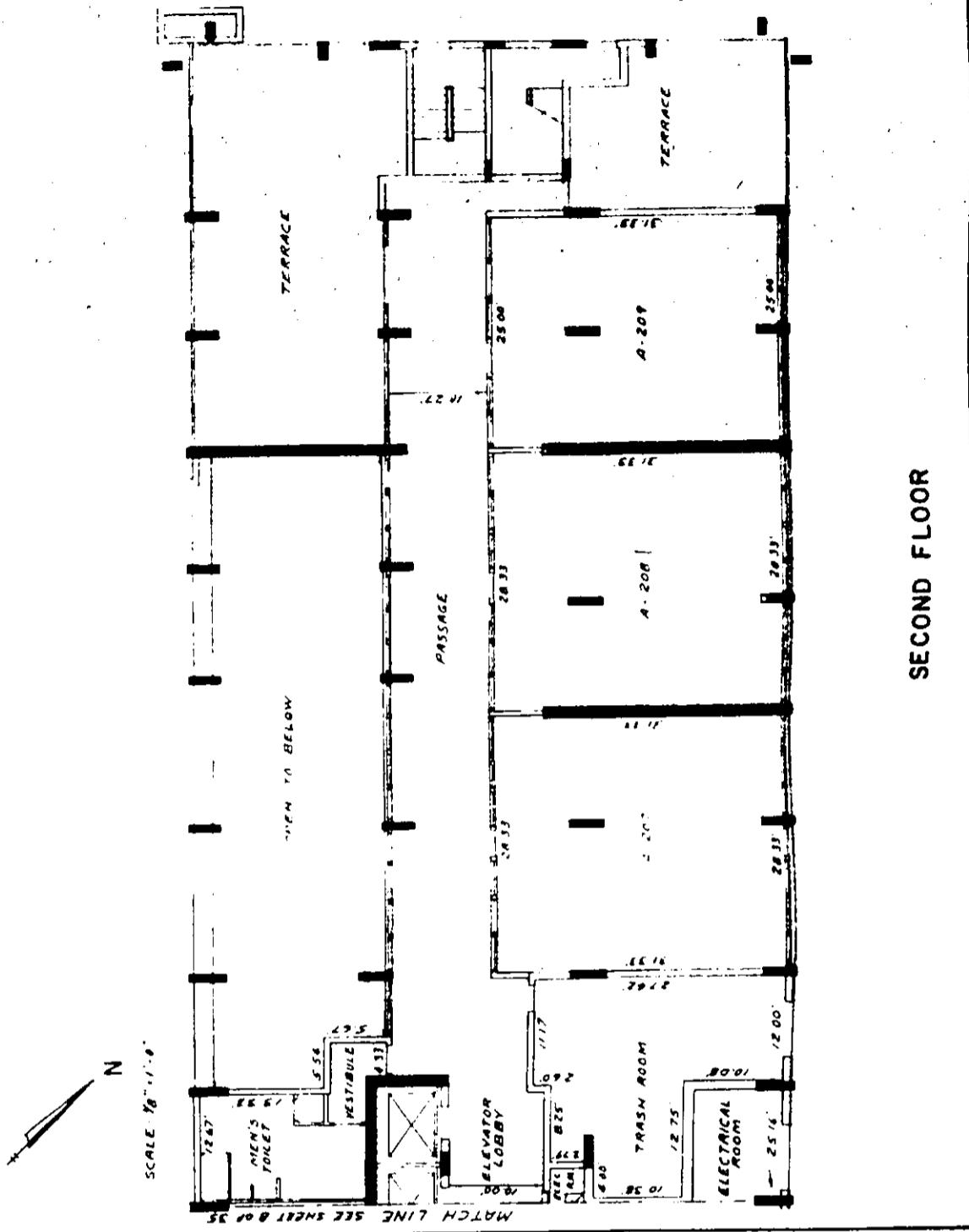
# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE ANDROS

OFF REC 9178 pg 1090



# BRICKELL PLACE

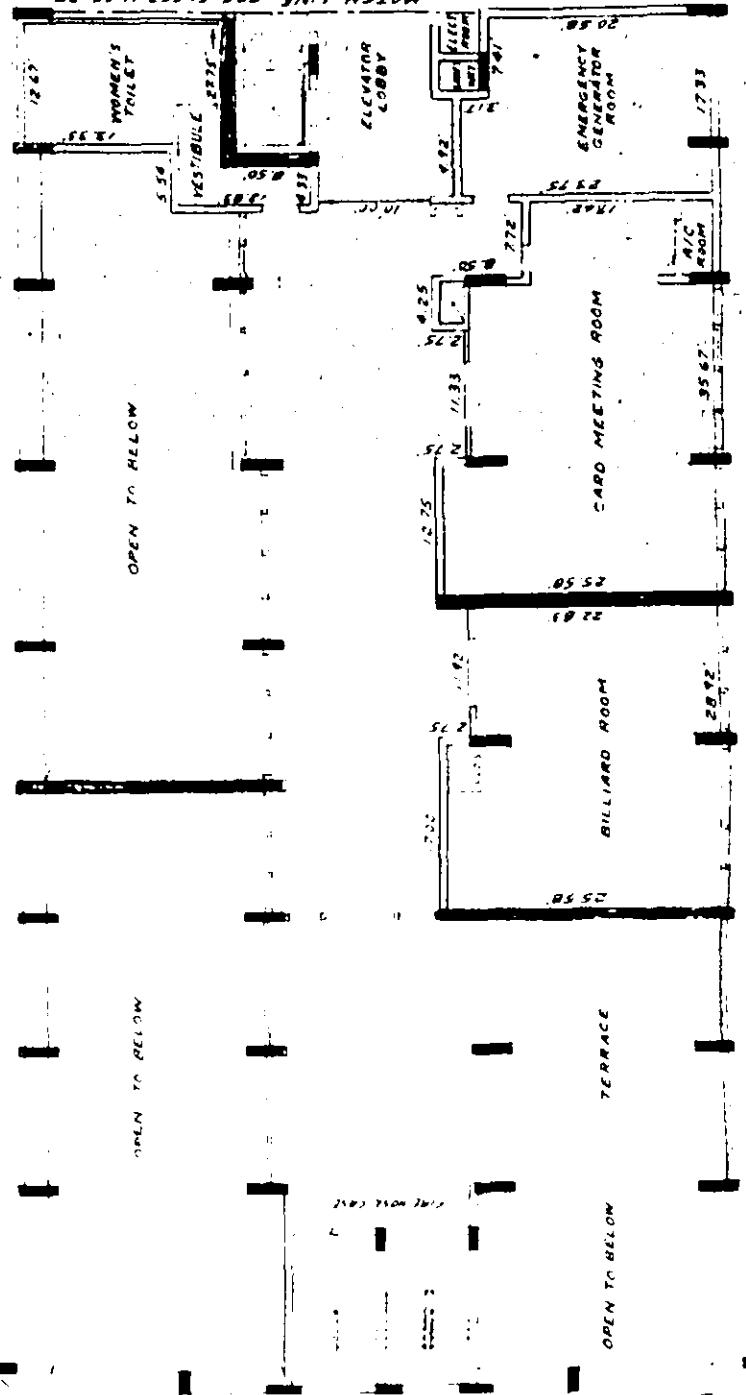
## A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE ANDROS

OFF REC 9178 PC 1091

MATRIX LINE 56 NO 11 19745 568 325



THIRD EDITION

# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE ANDROS



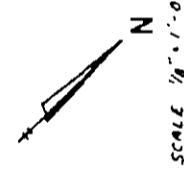
THIRD FLOOR

# BRICKELL PLACE

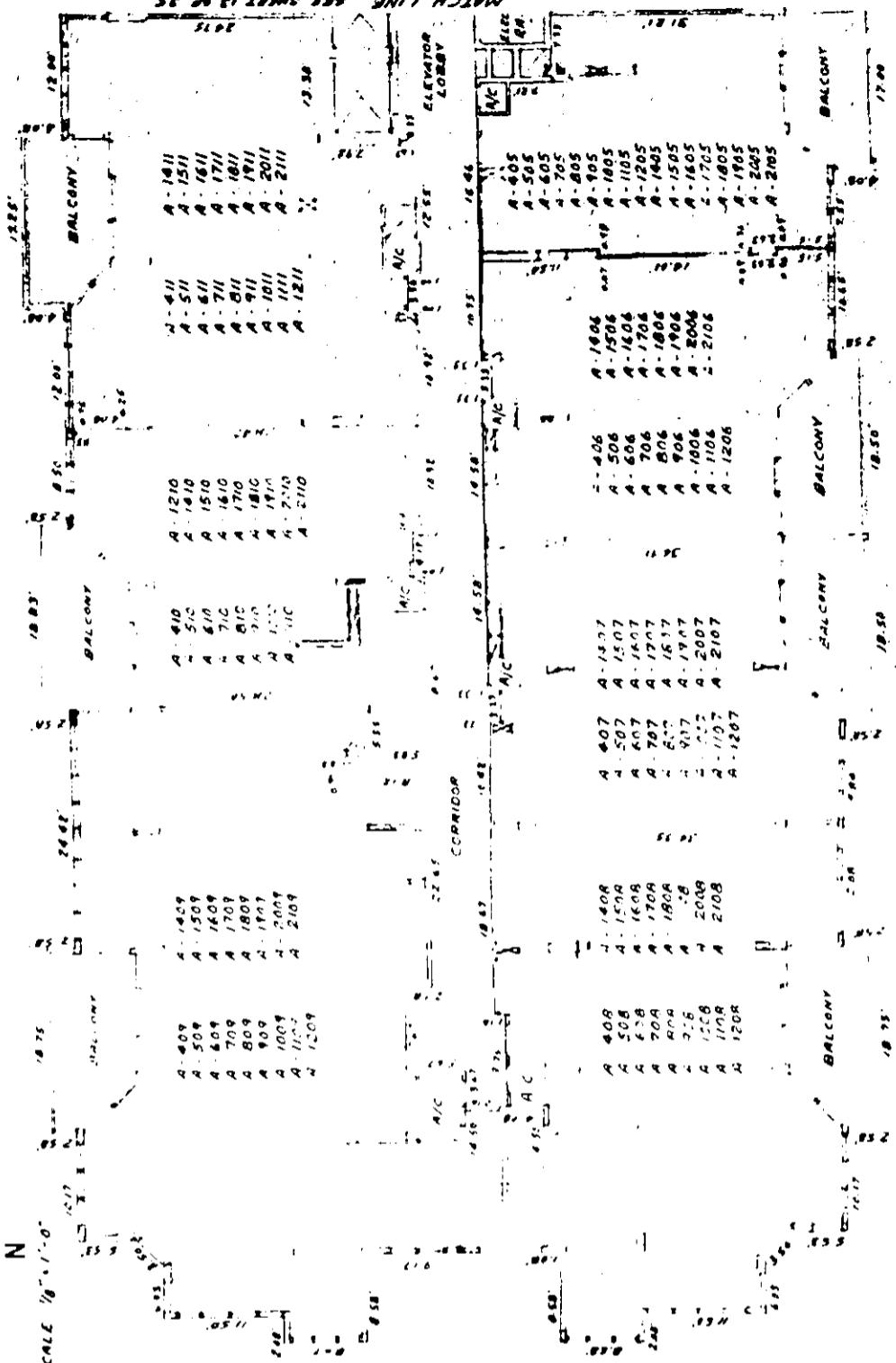
A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE ANDROS



SCALE 1/8" = 1'-0"



FLOORS 4 - 21

SHEET 12 OF 35

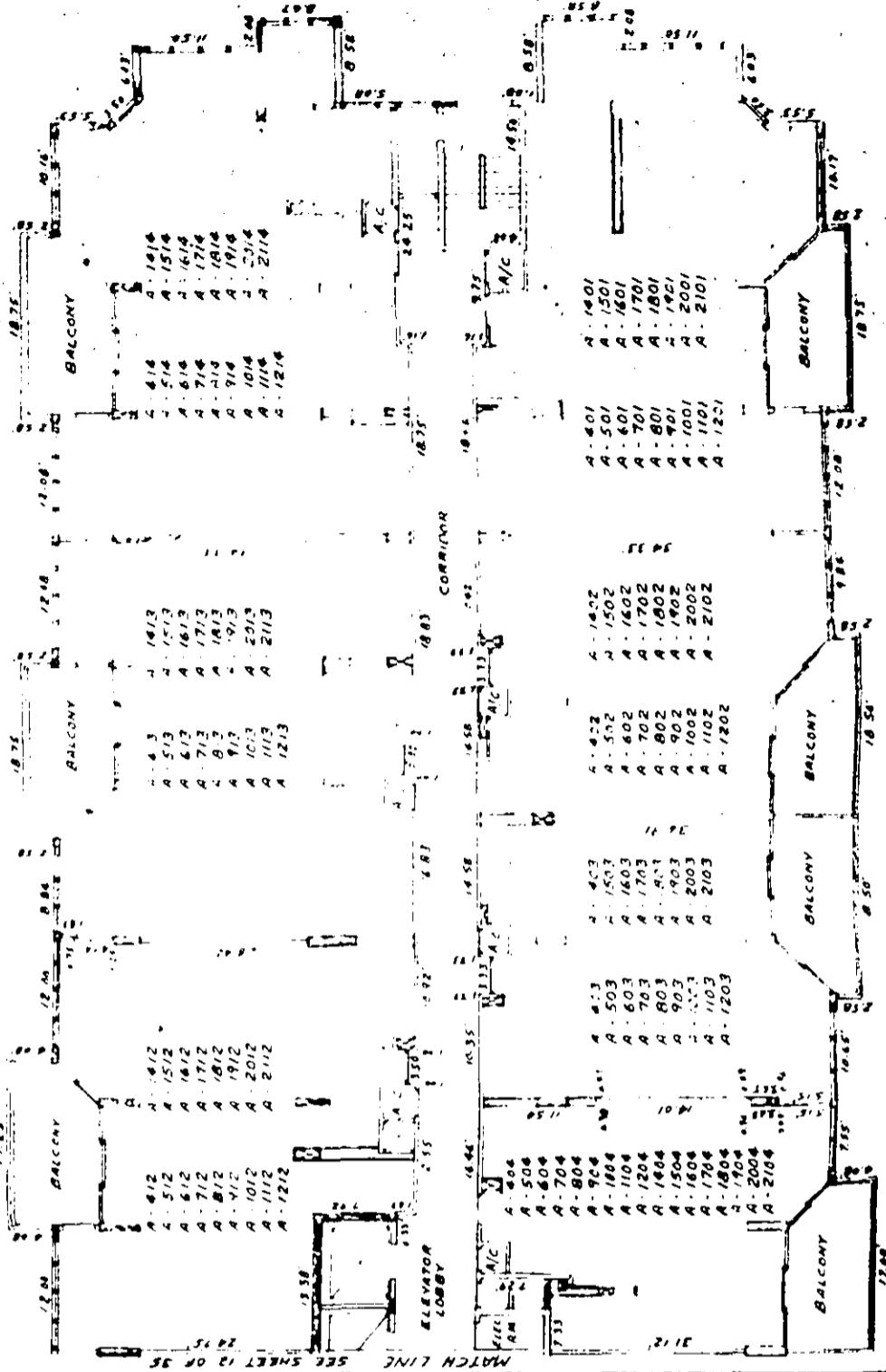
# BRICKELL PLACE

A CONDOMINIUM

**SECTION 39. TOWNSHIP 54 SOUTH, RANGE 41 EAST**

THE ANDROS

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FLOORS 4 - 21

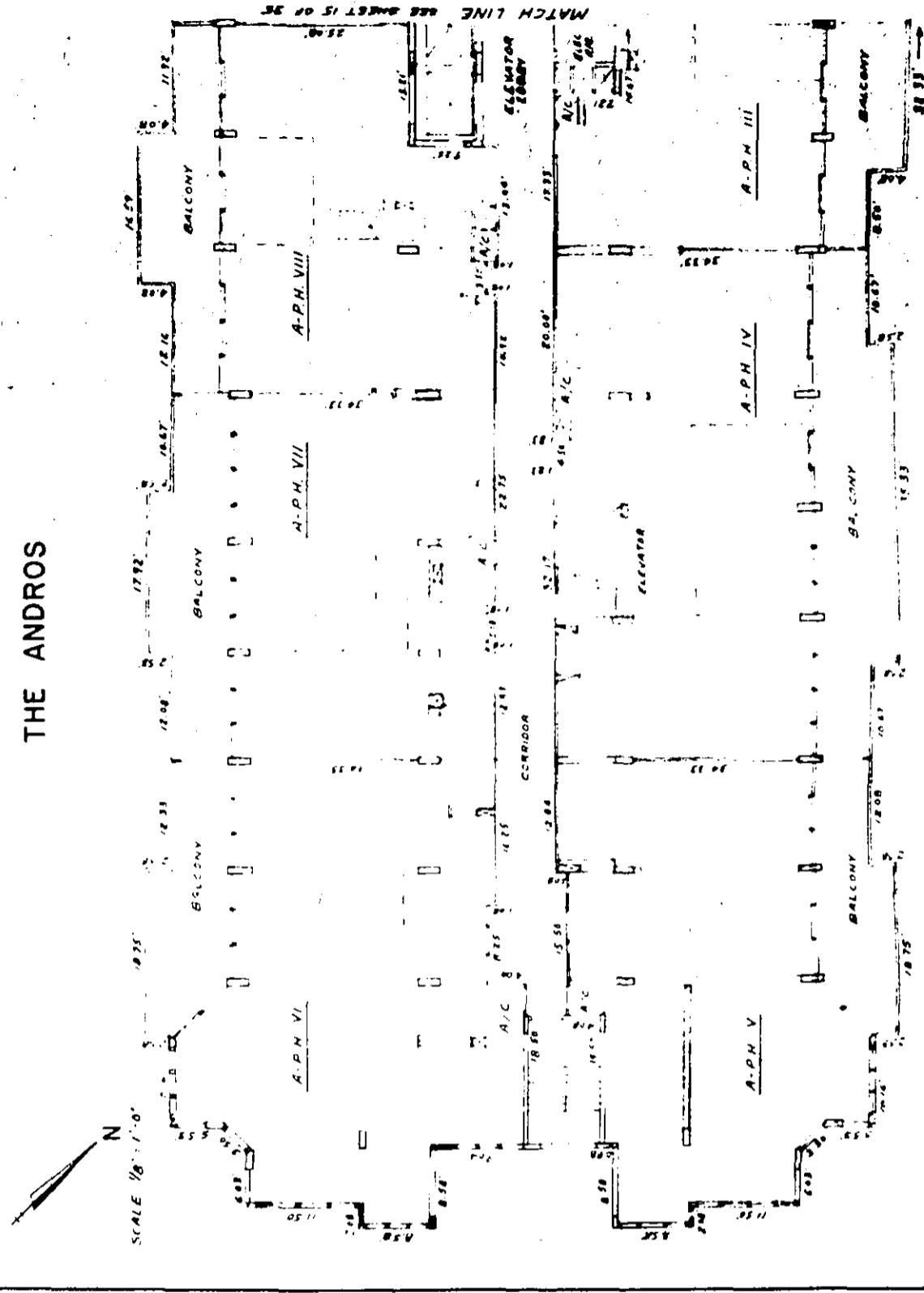
- STREET 13 OF 35

# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

## THE ANDROS



FLOOR 22

SHEET 14 OF 34

## BRICKELL PLACE

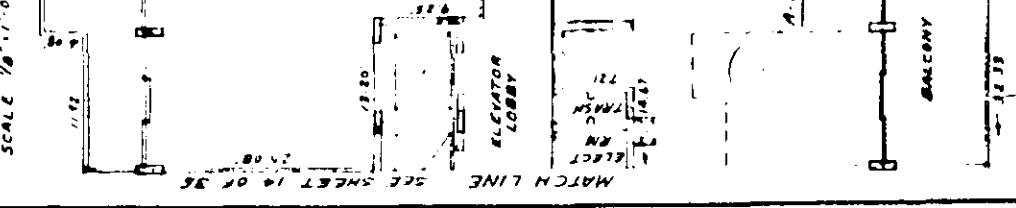
A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

## THE ANDROS



SCALE 1/8'-0"



FLOOR 22

# BRICKELL PLACE

A CONDOMINIUM

**SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST**

THE ANDROS

FLOOR 23

# BRICKELL PLACE

A CONDOMINIUM

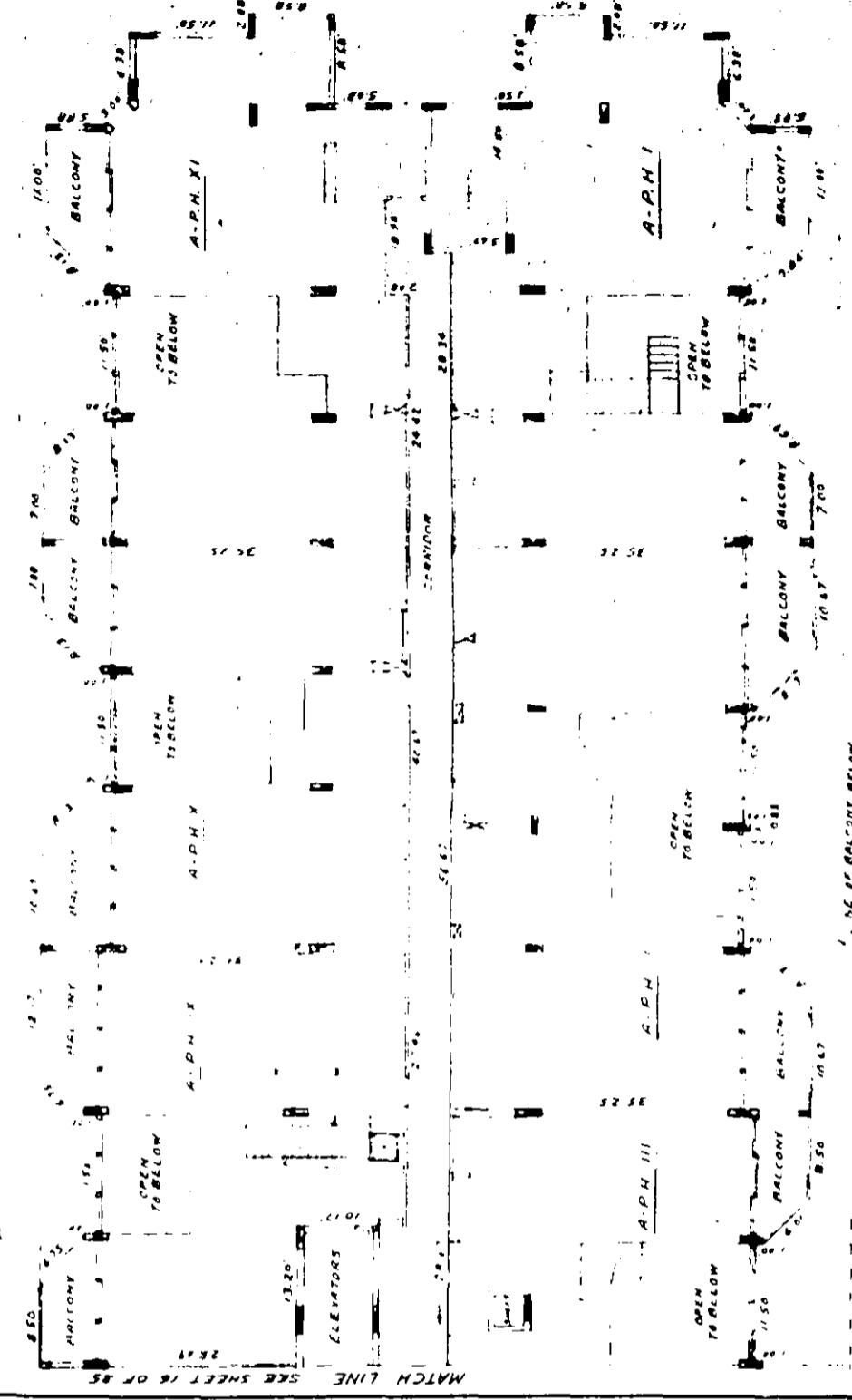
SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE ANDROS



SCALE: 1/8 INCHES

SLINE OF BALCONY BELOW



FLOOR 23

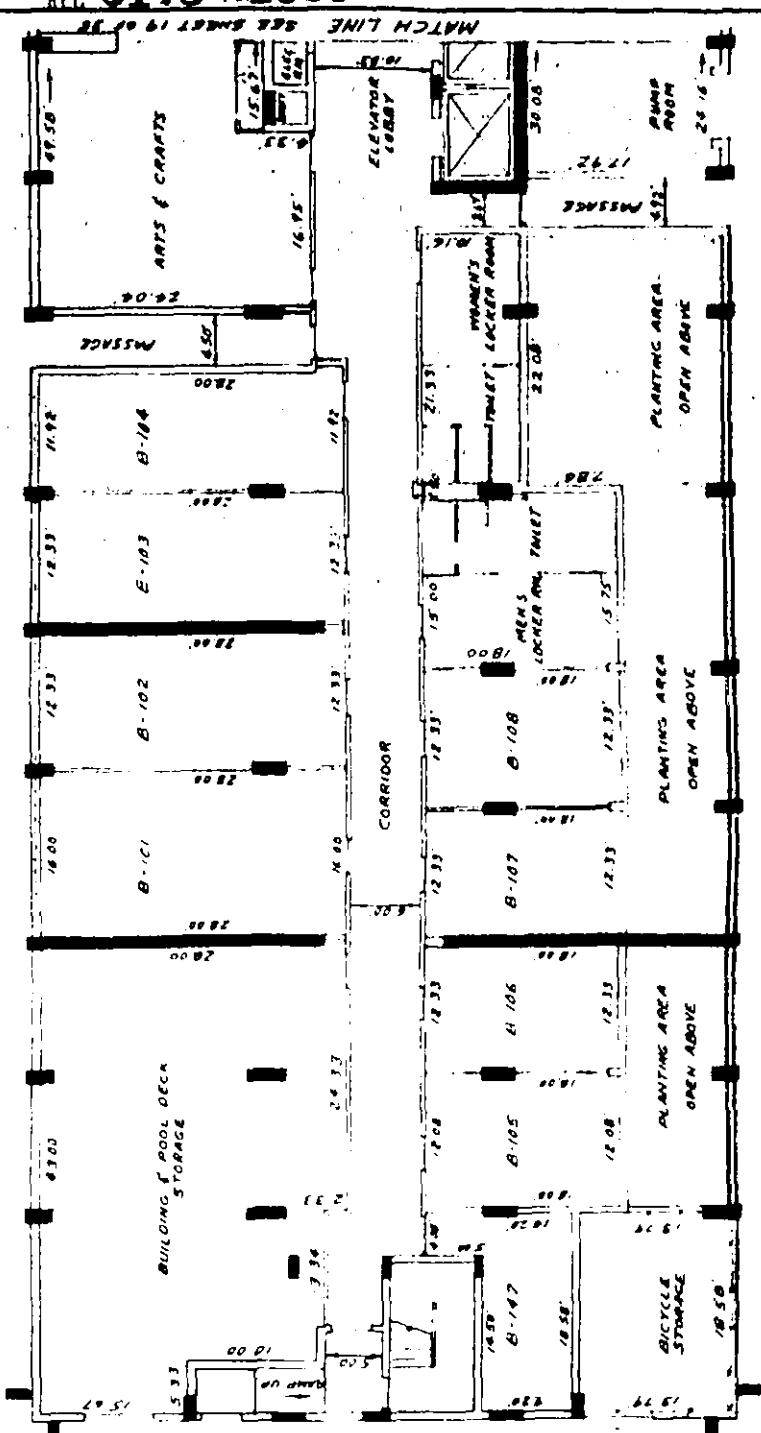
# BRICKELL PLACE

ACONDOMINIUM

SECTION 19, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE BARBADOS

200



FIRST FLOOR

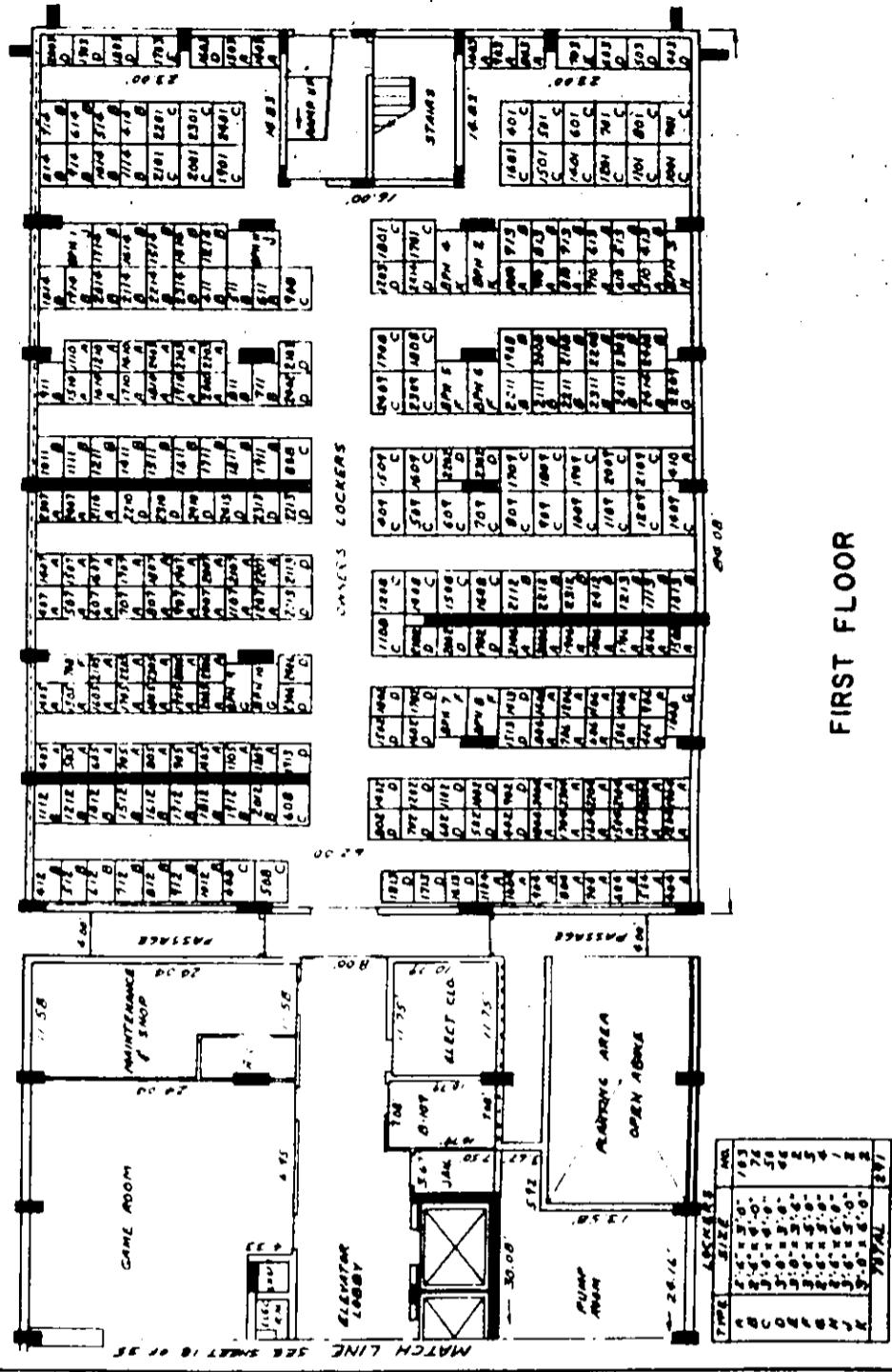
# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE BARBADOS

SCANNING



## **BRICKELL PLACE**

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE BARBADOS

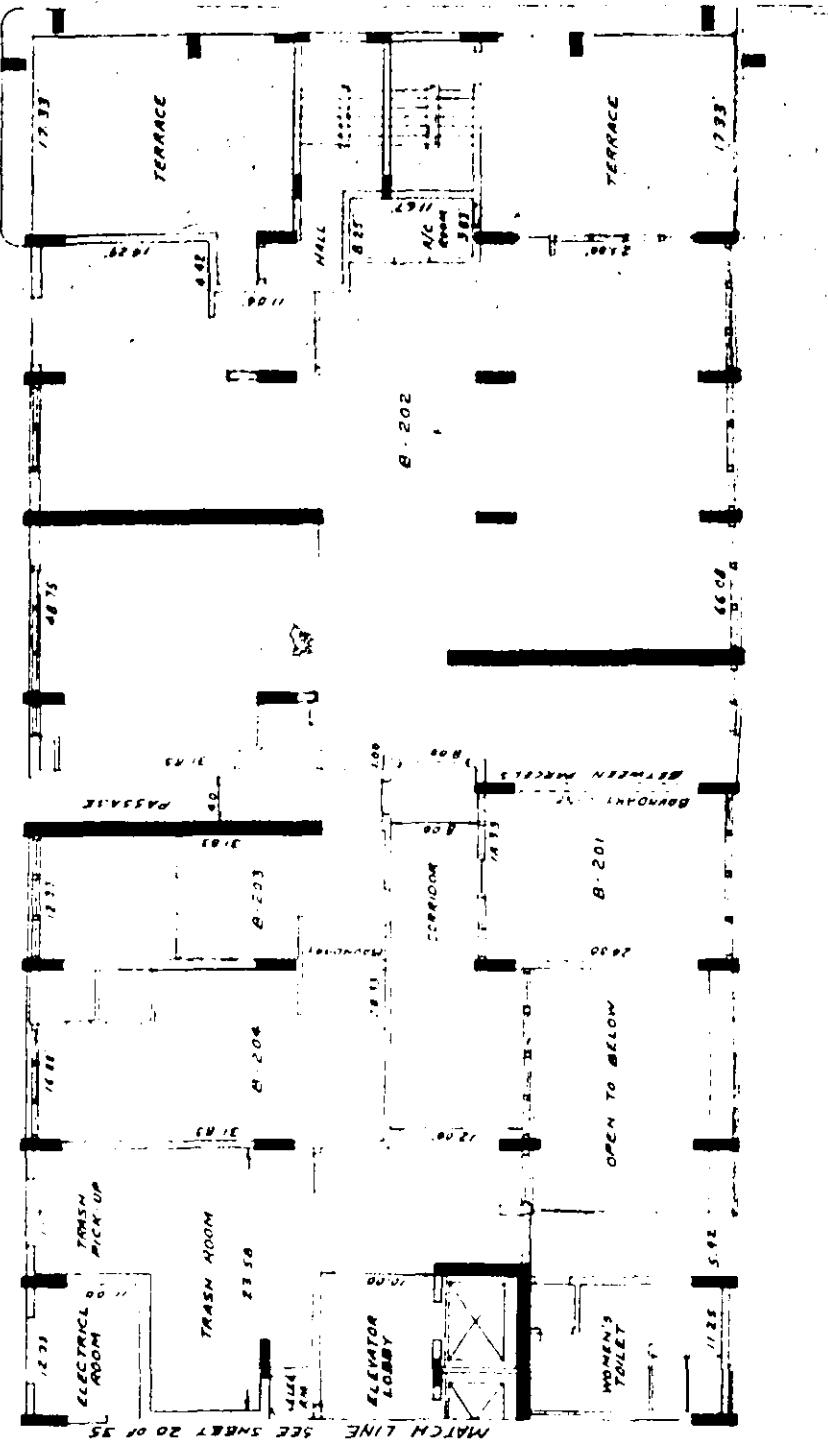
SECOND FLOOR

# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE BARBADOS



SECOND FLOOR

REC 9178 PG 1103

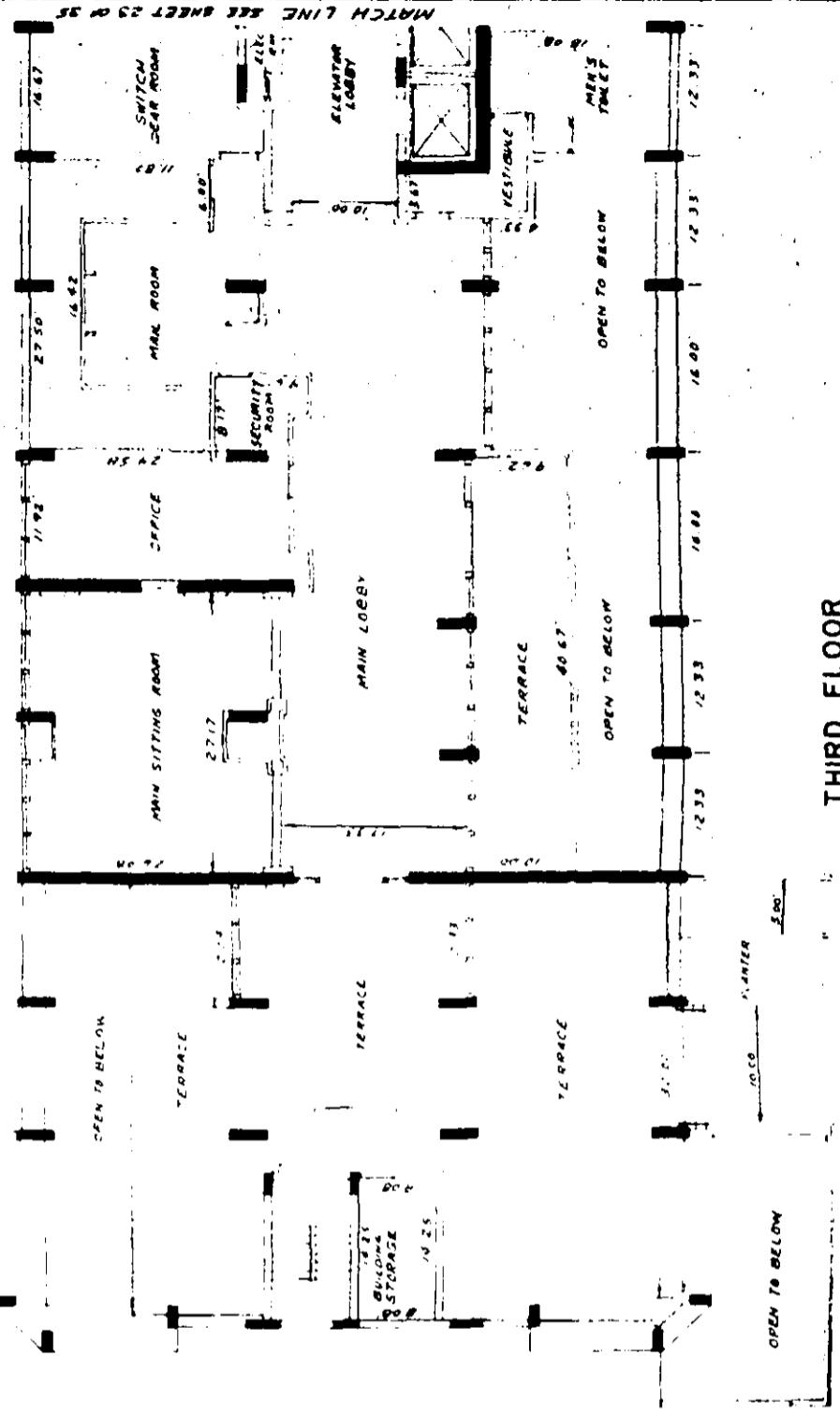
# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE BARBADOS

550



THIRD FLOOR

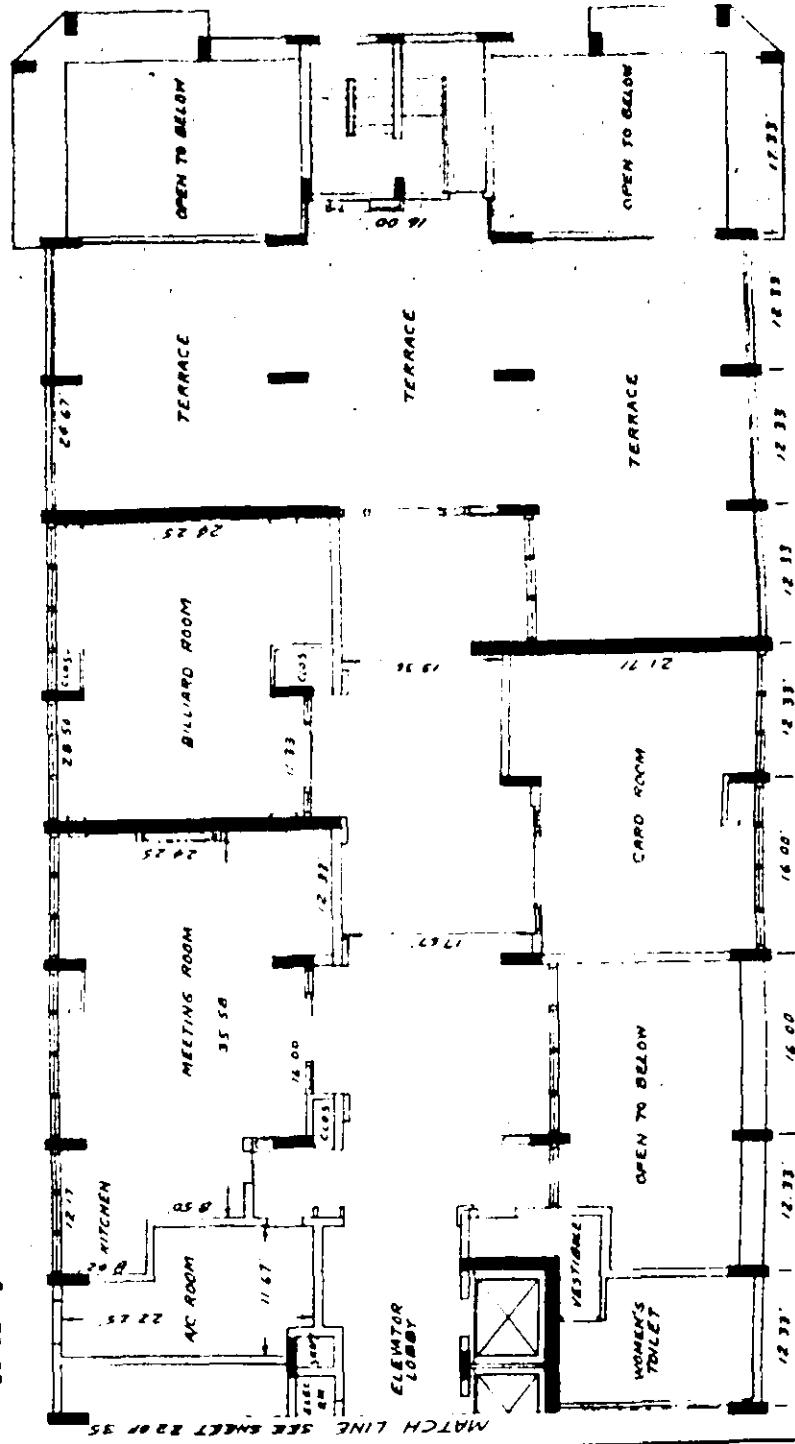
# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

## THE BARBADOS

N  
SCALE: 1/8" = 1'-0"



THIRD FLOOR



# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE BARBADOS

SCALE: 1/8" = 1'-0"

1'00"

2'00"

3'00"

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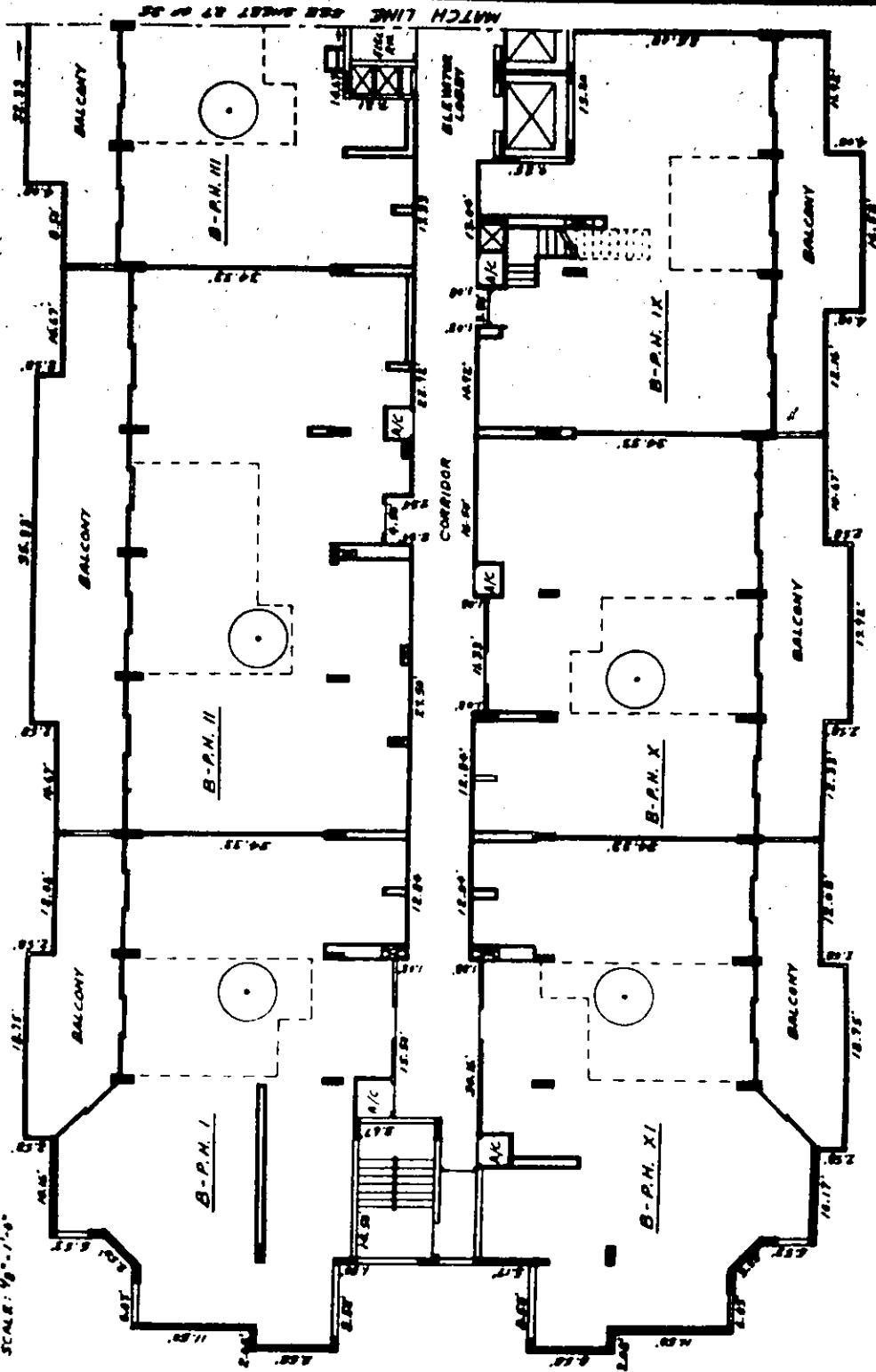
# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 34 SOUTH, RANGE 41 EAST

## THE BARBADOS

REC 9178 PC 1107



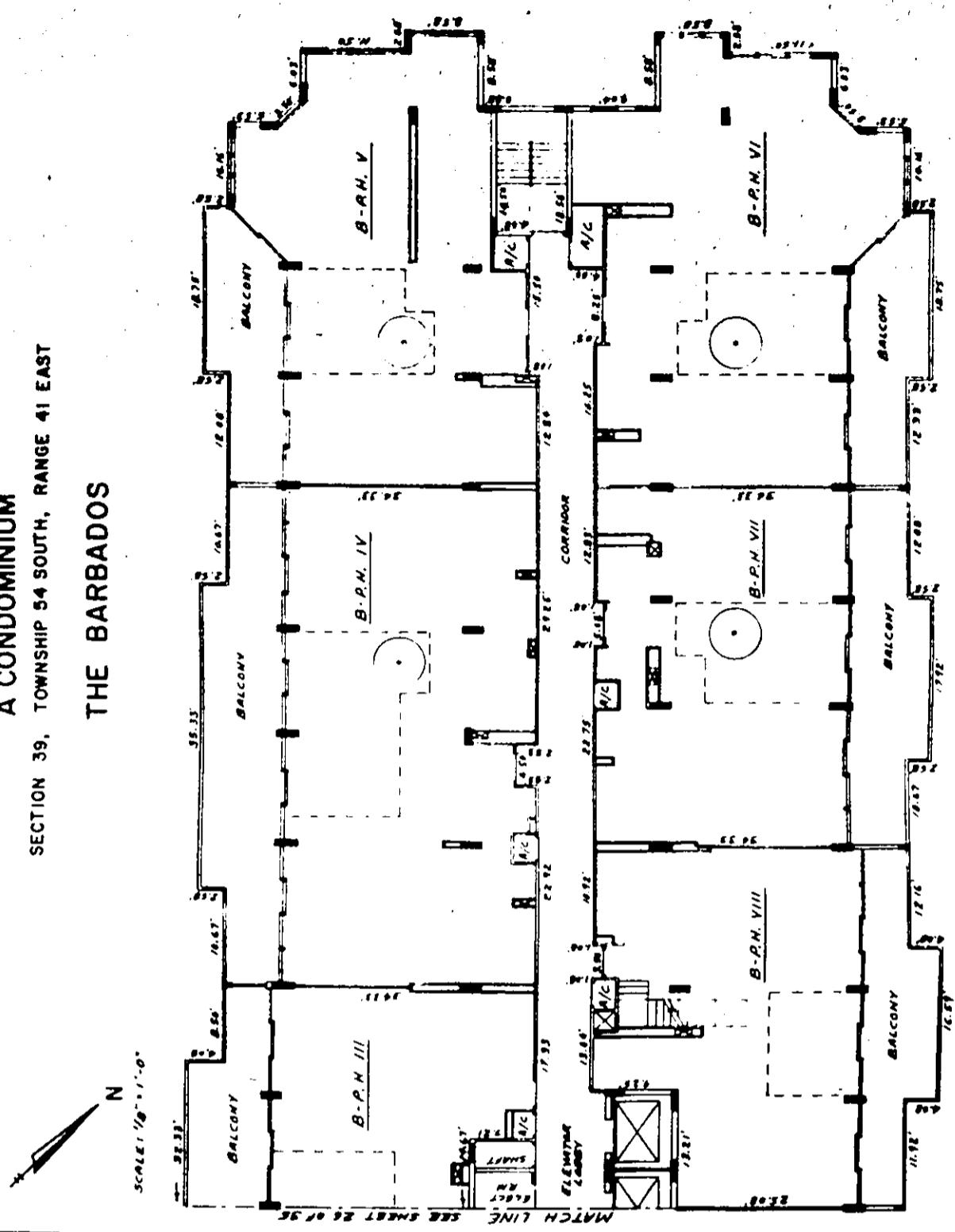
FLOOR 25

# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

## THE BARBADOS



FLOOR 25

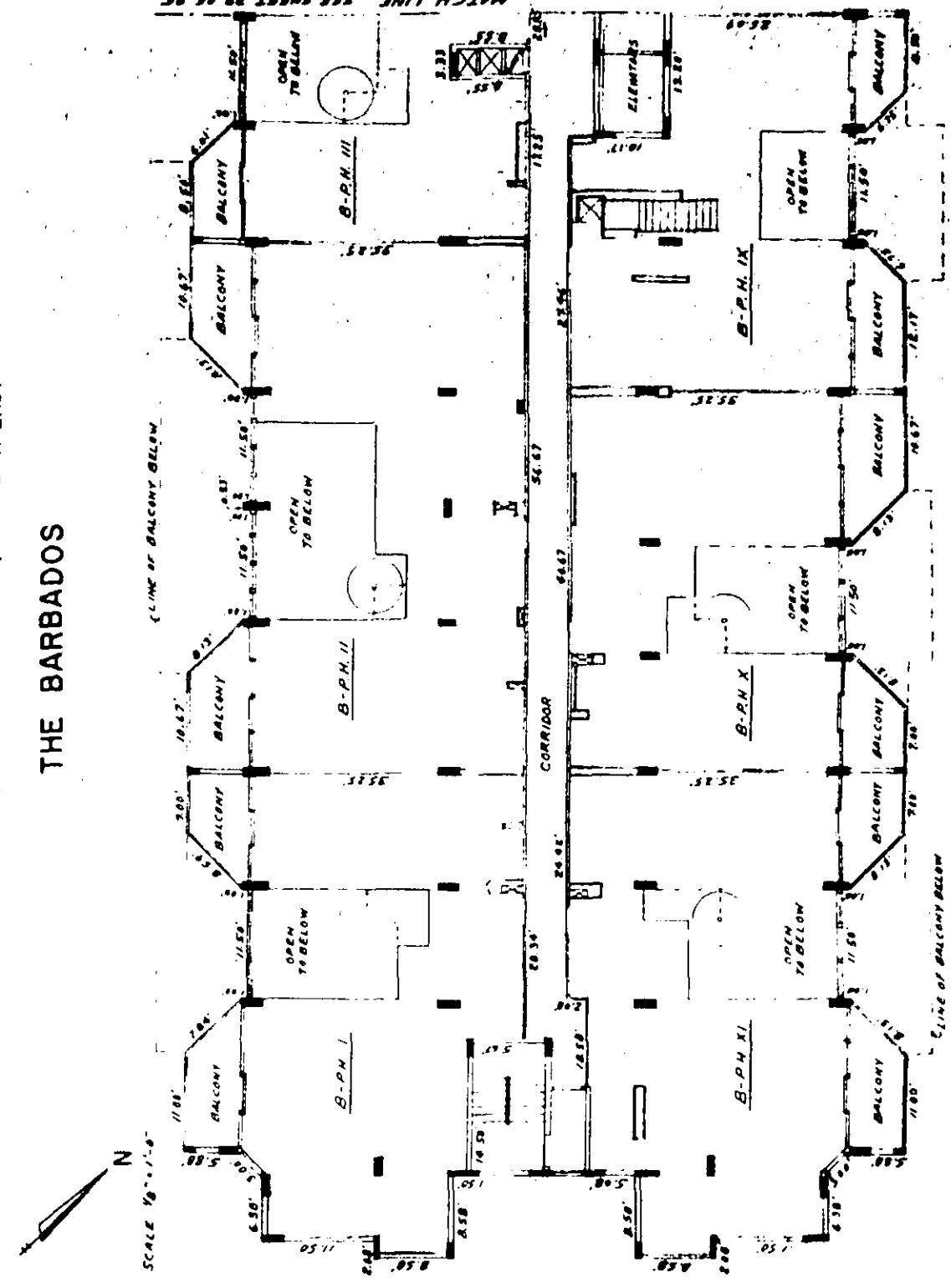
# BRICKELL PLACE

A CONDOMINIUM

SECT 39 TOWNSHIP 54 SOUTH RANGE 11 EAST

THE BARBADOS

EE-10-43 (EDITION THREE - 2013 MARCH)



FLOOR 26

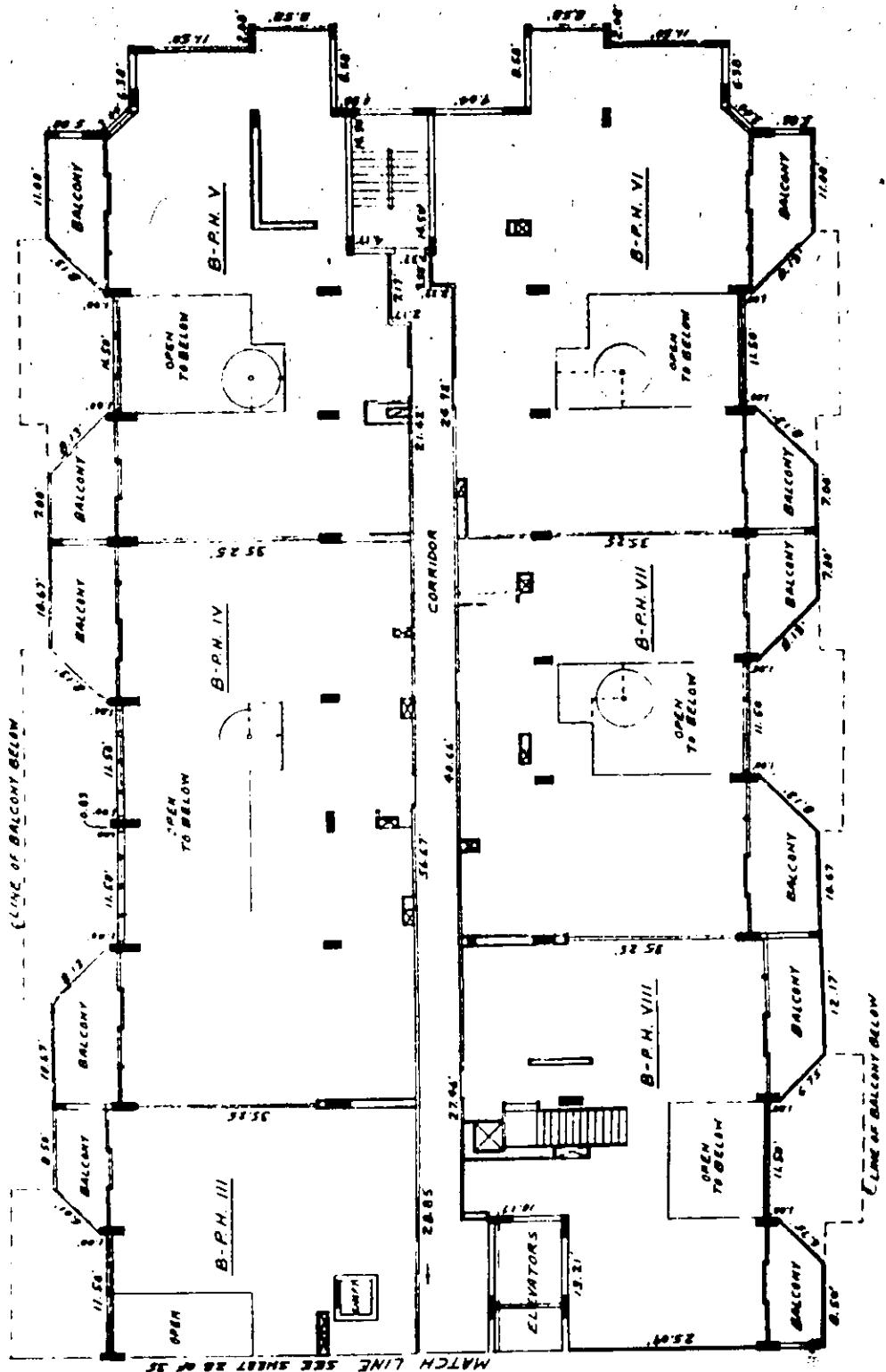
# BRICKELL PLACE

A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

THE BARBADOS

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FLOOR 26

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OFF REC 9178 PG 1112

# BRICKELL PLACE

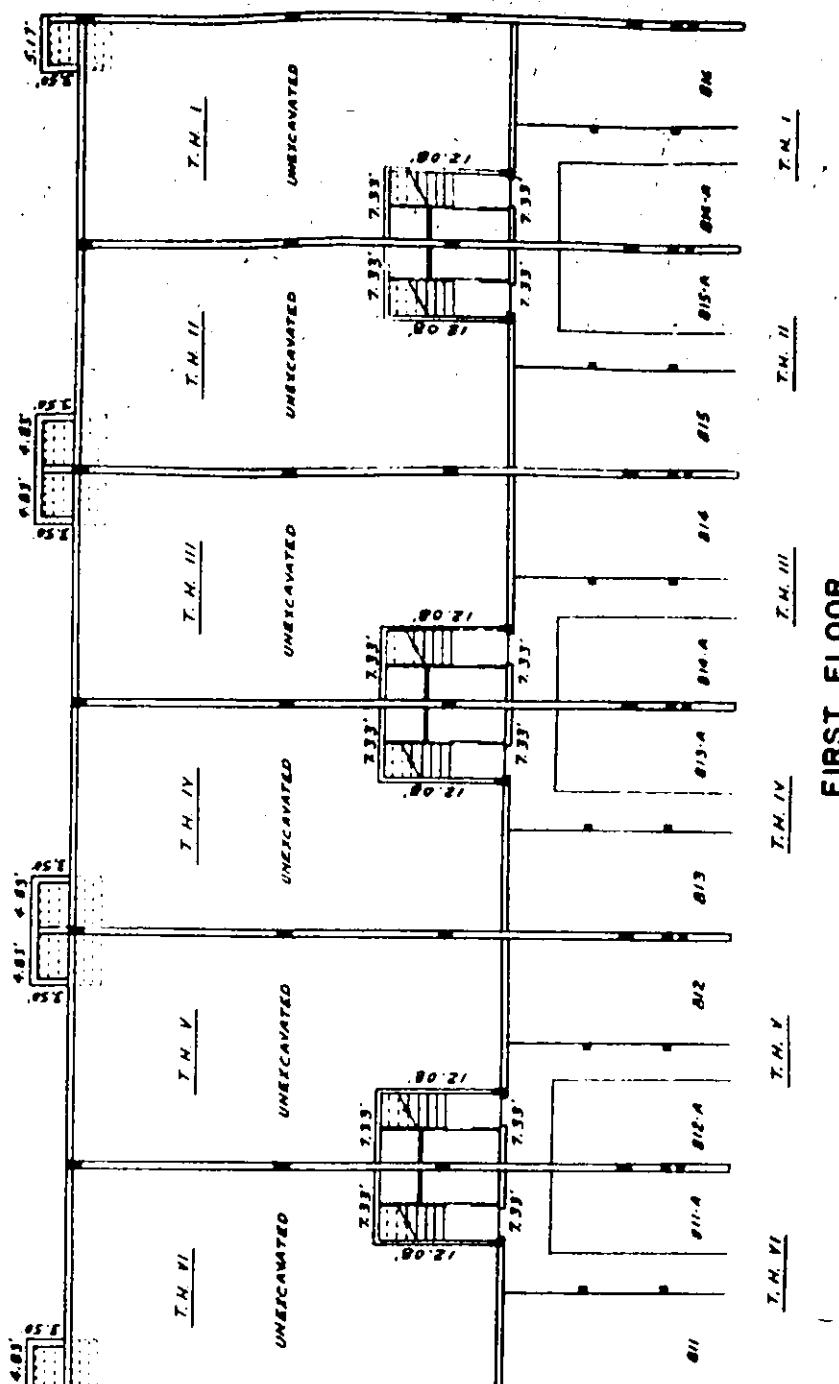
A CONDOMINIUM

SECTION 39, TOWNSHIP 54 SOUTH, RANGE 41 EAST

## BAYFRONT TOWNHOUSES



252



FIRST FLOOR

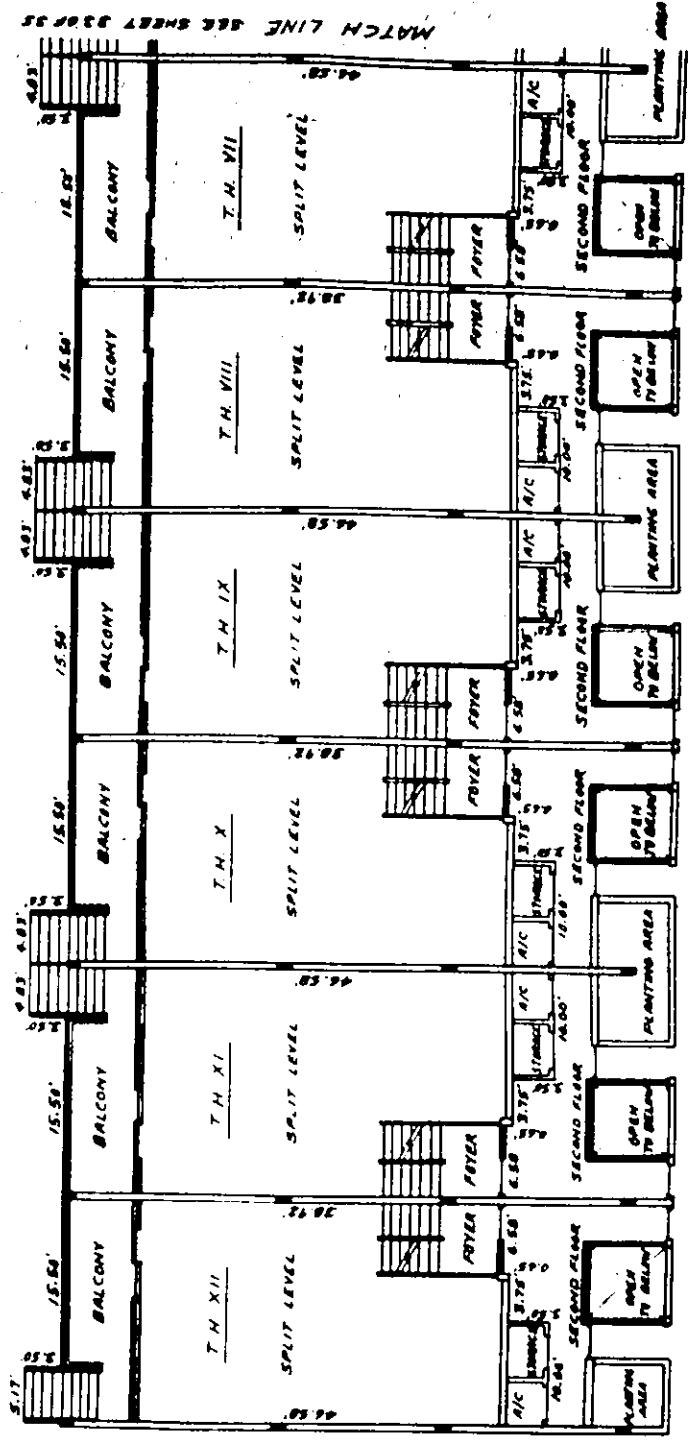
# BRICKELL PLACE

A CONDOMINIUM

**SECTION 39. TOWNSHIP 54 SOUTH. RANGE 1<sup>H</sup> EAST**

## BAYFRONT TOWNHOUSES

SCALE: 1/2000000



## **SECOND FLOOR & SPLIT LEVEL**

# BRICKELL PLACE

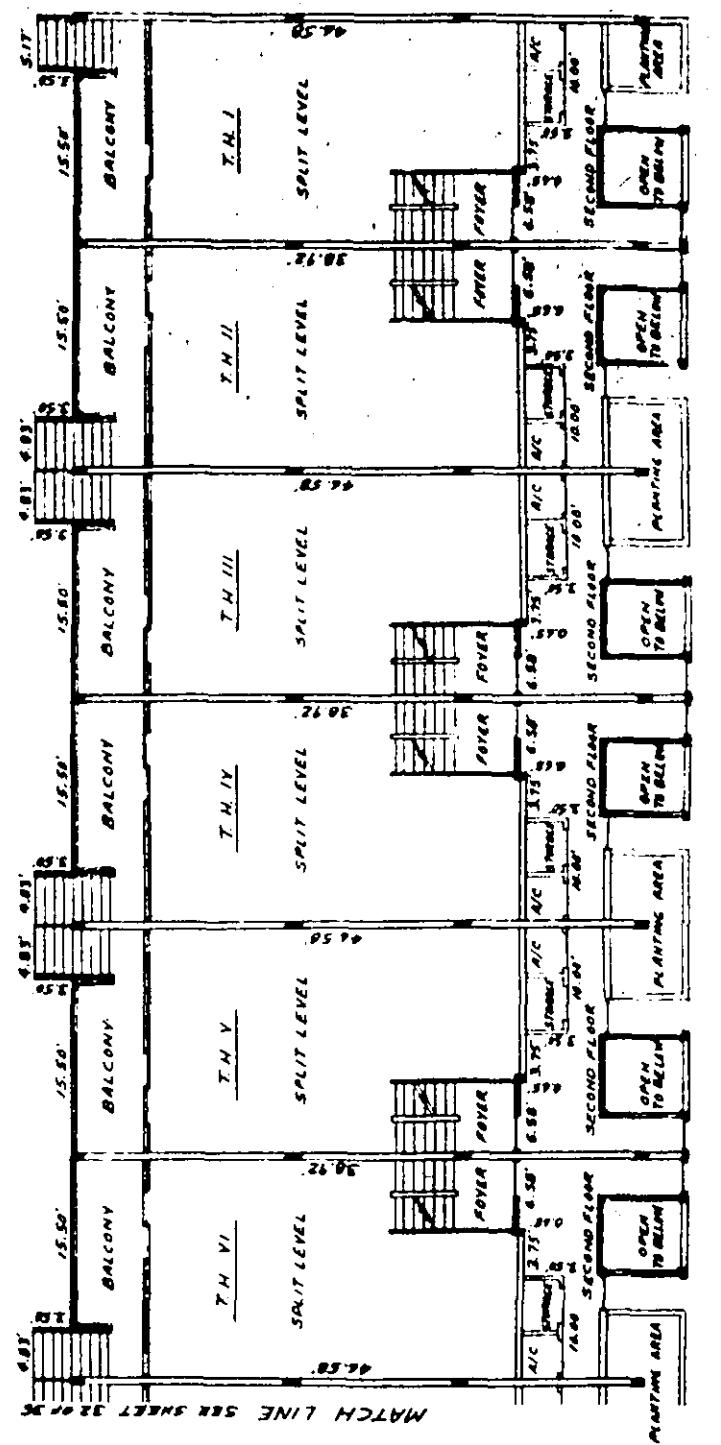
A CONDOMINIUM

A CONDOMINIUM

SECTION 39. TOWNSHIP 54 SOUTH. RANGE 41 EAST

## BAYFRONT TOWNHOUSES

SCALES



SECOND FLOOR & SPLIT LEVEL

REF REC 9178 PG1115

# BRICKELL PLACE

## A CONDOMINIUM

SECTION 39. TOWNSHIP 54 SOUTH. RANGE 41 EAST

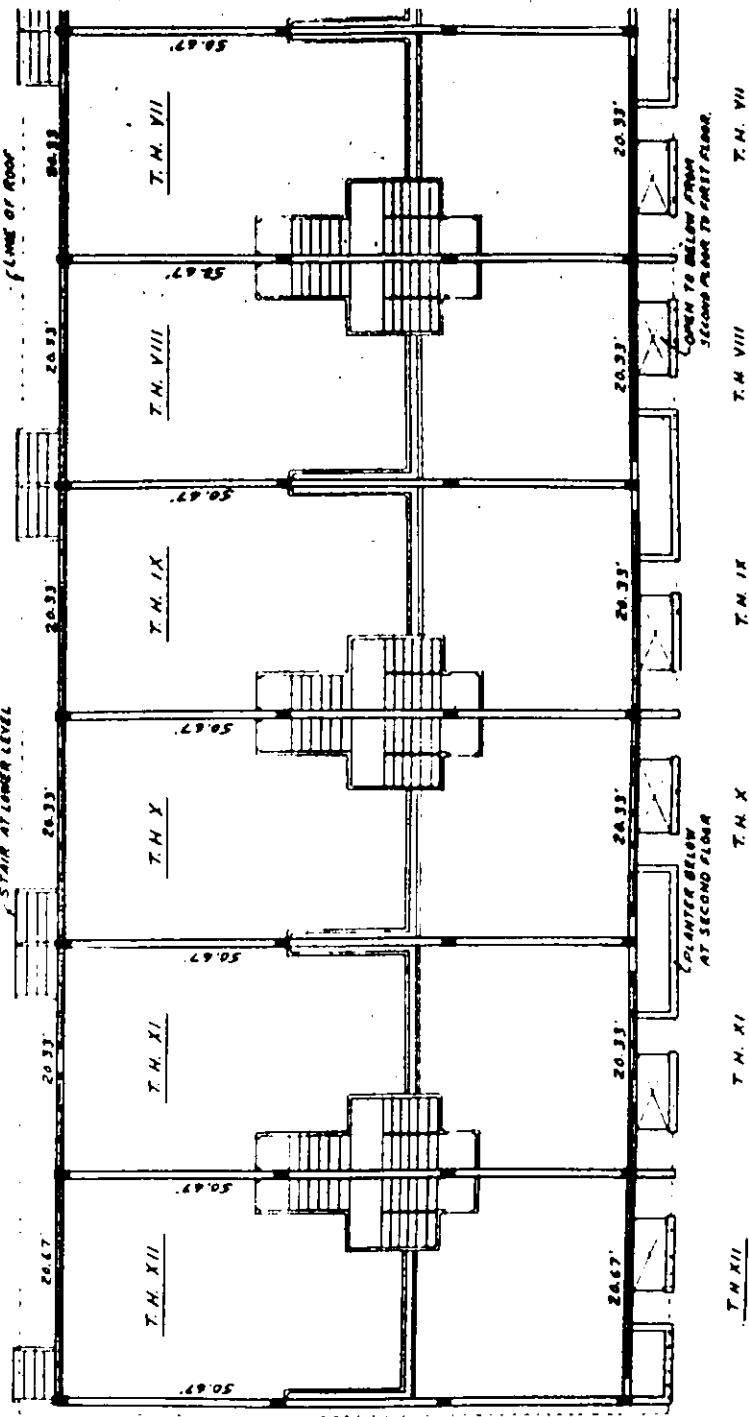
## BAYFRONT TOWNHOUSES

2

SCALING. 48 - 111.00

STAIR AT LOWER LEVEL

REC 3118 M1110



THIRD FLOOR

SHEET 34 OF 38

