

This instrument prepared by, or under the supervision of (and after recording, return to):

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 MIAMI-DADE COUNTY, FLORIDA

(Reserved for Clerk of Court)

**DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS  
FOR  
ICONBRICKELL**

THIS DECLARATION is made as of the 12 day of November, 2008, by TRG-Brickell Point Common, Ltd., a Florida limited partnership, which declares hereby that "The Properties" described in Article 2 of this Declaration are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE 1**

**DEFINITIONS AND INTERPRETATION**

1.1 Definitions. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Architectural Control Committee" or "Committee" shall mean and refer to the committee of the Master Association responsible for performing the architectural review and approval functions set forth in Article 9 of this Declaration.

(b) "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time. A copy of the initial Articles of Incorporation of the Association is attached hereto as Exhibit "A".

(c) "Assessments" shall mean and refer to the various forms of payment to the Association which are required to be made by Owners, as more particularly defined in Section 8.1 of this Declaration.

(d) "Association" or "Master Association" shall mean and refer to ICONBRICKELL MASTER ASSOCIATION, INC., a Florida corporation not for profit, which is (or is to be) incorporated.

(e) "Baywalk" shall have the meaning given to it in Section 1.1(j) below.

(f) "Board" or "Board of Directors" shall mean and refer to the duly constituted Board of Directors of the Association, from time to time.

(g) "By-Laws" mean the By-Laws of the Association, as amended from time to time. A copy of the initial By-Laws of the Association is attached hereto as Exhibit "B".

(h) "City" shall mean and refer to the City of Miami, located within the County (as hereinafter defined).

(i) "Commercial Lot" shall have the meaning given to it in Subsection 1.1(t) below.

(j) "Common Areas" shall mean and refer to the property legally described in Exhibit "C" attached hereto and made a part hereof, plus all property designated as Common Areas in any future recorded supplemental declaration; together with the landscaping and any improvements thereon, including, without limitation all of the following if located thereon, all private roadways and pedestrian walkway areas, structures, recreational facilities, open space, walkways, sprinkler systems and street lights, if any, but excluding any public utility installations thereon, and any other property of Declarant not intended to be made Common Areas. Additionally, the Common Areas shall include, (1) any and all portions of the Master Life Safety Systems (as hereinafter defined), regardless of where located within The Properties, (2)

surface water management system serving the Common Areas and/or more than one Lot, (3) any and all structural components of the IconBrickell Project (regardless of where located) which serve more than one Lot or serve a Lot and any portion of the Common Areas, (4) a public baywalk along the eastern boundary of The Properties (the "Baywalk"), (5) the Brickell Park adjacent to, but beyond the southern boundary of The Properties (the "Park") and (6) any public bathroom facilities which may be constructed upon the Baywalk (the "Public Bathrooms"). Declarant will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the Common Areas of The Properties, but such identification shall not be required in order for a portion of The Properties to be Common Areas hereunder. Without limiting the generality of Section 1.2, in the event that Declarant determines that a particular portion of The Properties is or is not Common Areas hereunder (in the manner provided in said Section 1.2), such determination shall be binding and conclusive. In the event that the Association accepts an easement, dedication or similar grant over, under or through any portion of The Properties or any property adjacent thereto or in the vicinity thereof, including, without limitation, the Public Facilities (as hereinafter defined), and/or the Association has assumed off-site maintenance obligations, then, the area or areas subject to such easement or other grant of rights or obligations shall be deemed Common Areas for the purposes of, but only for the purposes of, the Association performing whatever duties or obligations are stated in, or implied by law with respect to such easement or other grant (and for the costs thereof to be paid by the Owners through assessments). Notwithstanding the designation in the previous sentence of certain other properties as Common Areas (even though outside the boundaries of The Properties and/or not owned by Declarant), Declarant shall not be obligated to convey same to the Association (as otherwise required by Section 4.14 below).

(k) "County" shall mean and refer to Miami-Dade County, Florida.

(l) "Declarant" shall mean and refer to **TRG-Brickell Point Common, Ltd., a Florida limited partnership**, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of The Properties or the Future Development Property (as hereinafter defined). In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis. Notwithstanding any assignment of the Declarant's rights hereunder (whether partially or in full), the assignee shall not be deemed to have assumed any of the obligations of the Declarant unless, and only to the extent that, it expressly agrees to do so in writing. The rights of Declarant under this Declaration are independent of the Declarant's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Association upon the transfer of control of the Association.

(m) "Declaration" or "Master Covenants" means this instrument and all exhibits attached hereto, as same may be amended from time to time.

(n) "Department" shall mean and refer to the Department of Business and Profession Regulation.

(o) "Dispute", for purposes of Section 19.16, means any disagreement between the Association and an Owner that involves: (a) the use of or changes to the Owner's Lot or the Common Areas; (b) the enforcement of any covenant in this Declaration; (c) amendments to the Association documents; (d) meetings of the Board and committees appointed by the Board; (e) membership meetings except for election meetings; (f) access to the official records of the Association. Without limitation, "Dispute" shall not include any disagreement that primarily involves title to any Lot or the Common Areas; the interpretation or enforcement of any warranty; or the levy of a fee or Assessment or the collection of an Assessment levied against a party.

(p) "Division" shall mean and refer to the Division of Florida Land Sales, Condominiums, and Mobile Homes in the Department of Business and Professional Regulation.

(q) "Future Development Property" shall mean and refer to any and all property contiguous to The Properties (and for purposes hereof, any property separated from The Properties only by public rights of way, shall be deemed contiguous) and/or within proximity to The Properties, any or all of which may, but none of which shall be obligated to, be brought within The Properties. **NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE FUTURE DEVELOPMENT PROPERTY SHALL NOT BE DEEMED BURDENED BY THE TERMS AND CONDITIONS OF THIS DECLARATION UNLESS AND**

**UNTIL SAME (OR ANY PORTION THEREOF) IS BROUGHT HEREUNDER BY A SUPPLEMENTAL DECLARATION DULY EXECUTED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY.**

(r) "IconBrickell Project" shall have the meaning given to it in Section 1.1(aa) below.

(s) "Limited Common Areas" shall mean and refer to such portions of the Common Areas which are intended for the exclusive use (subject to the rights, if any, of the County, the City, the Association and the public) of the Owners of specific Lots, to the exclusion of others. Unless otherwise provided specifically to the contrary, reference to the Common Areas shall include the Limited Common Areas.

(t) "Lot" shall mean and refer to an individual parcel of land within The Properties which is now or hereafter shown as an individual lot on the various site plans (or similar plans) adopted by the Declarant from time to time, and/or now or hereafter designated as a Lot by Declarant, and, after the conveyance thereof by Declarant to an Owner other than the Declarant, the lot legally described in the deed of such conveyance. The initial Lot(s) hereunder is/are legally described on Exhibit "D" attached hereto. In the case of a condominium made subject to this Declaration, the "Lots" therein shall be the individual condominium units thereof and not the parcel(s) of real property on which the condominium is constructed.

A "Commercial Lot" shall be any Lot which is now or hereafter (in any Supplemental Declaration) designated by Declarant as a "Commercial Lot", and shall be a Lot which is not primarily intended for residential purposes. A determination by Declarant in such regard shall be final and conclusive. The designation of a Lot as a "Commercial Lot" is for ease of reference only and is not intended to limit or define the permitted uses of the Lot. Subject to the provisions of this Declaration, a Commercial Lot may be used for any lawful purpose.

(u) "Master Life Safety Systems" mean and refer to any and all emergency lighting, emergency generators, fire pump equipment and rooms, monitoring stations, audio and visual signals, safety systems, sprinklers and smoke detection systems, and any areas housing any of same, which are now or hereafter installed within any portion of The Properties and which serve either (i) the Common Areas (whether in combination with any Lot or the Common Areas alone), and/or (ii) more than one Lot, whether or not within the Units. All such Master Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed Common Areas hereunder. Without limiting the generality of the foregoing, when the context shall so allow, the Master Life Safety Systems shall also be deemed to include all means of emergency ingress and egress, which shall include all Stairways and stair landings.

(v) "Member" shall mean and refer to all those Owners and others who are Members of the Master Association as hereinafter provided (including, without limitation, the Declarant).

(w) "Neighborhood" shall mean the aggregate of the specific portions of The Properties (and common areas or common elements lying within such portions) governed by a Neighborhood Association, pursuant to a declaration of condominium or declaration of covenants and restrictions affecting such portions.

(x) "Neighborhood Association" shall mean any association created or to be created to administer specific portions of The Properties and common areas or common elements lying within such portions pursuant to a declaration of condominium or declaration of covenants and restrictions affecting such portions.

(y) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon or within The Properties.

(z) "Park" shall have the meaning given to it in Section 1.1(j) below.

(aa) "The Properties" or the "IconBrickell Project" shall mean and refer to all properties described in Exhibit "E" attached hereto and made a part hereof, and all additions thereto, now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures set forth in this Declaration.

(bb) "Public Bathrooms" shall have the meaning given to it in Section 1.1(j) below.

(cc) "Public Facilities" shall mean and refer to, collectively, the Baywalk, the Park and any Public Bathrooms which may be constructed.

(dd) "Shared Components". Given the integrated structure of the overall project, the following components of the improvements within The Properties shall be deemed "Shared Components" hereunder, regardless of whether located within any Lot or within the Common Areas:

(i) any and all structural components of any improvements now or hereafter constructed within The Properties;

(ii) the Stairways;

(iii) all utility, mechanical, electrical, telephonic, telecommunications, plumbing and/or other systems, including, without limitation, all wires, conduits, pipes, ducts, transformers, cables and other apparatus used in the delivery of the utility, mechanical, telephonic, telecommunications, electrical, plumbing and/or other services, in each case serving more than one Lot, or serving only one Lot together with any portion of the Common Areas; and

(iv) all heating, ventilating and air conditioning systems, including, without limitation, compressors, air handlers, ducts, chillers, water towers and other apparatus used in the delivery of HVAC services in each case serving more than one Lot, or serving only one Lot together with any portion of the Common Areas.

(ee) "Stairways" mean any flight of steps, fire corridors, elevators and/or escalators which are at some point located in, or directly accessible from, more than one Lot and/or from any Lot and the Common Areas.

(ff) "Supplemental Declaration" shall mean and refer to an instrument executed by the Declarant (or the Master Association, if permitted by Section (j) hereof) and recorded in the Public Records of the County, for the purpose of adding to The Properties, withdrawing any portion(s) thereof from the effect of this Declaration, designating a portion of The Properties as Common Areas and/or Limited Common Areas hereunder or a common area/element of a Neighborhood Association or for such other purposes as are provided in this Declaration.

(gg) "Unit" shall mean and refer to any dwelling unit constructed on a Lot or any condominium dwelling unit in any condominium building that may be erected on any parcel of land within The Properties, which land is designated by Declarant by recorded instrument to be subject to this Declaration (and to the extent Declarant is not the Owner thereof, then by Declarant joined by the Owner thereof).

1.2 Interpretation. The provisions of this Declaration as well as those of the Articles, By-Laws and any rules and regulations of the Association shall be interpreted by the Declarant, for as long as it owns any portion of The Properties (or the Future Development Property) and thereafter, by the Board of Directors. Any such interpretation of the Declarant (for as long as it owns any portion of The Properties (or the Future Development Property) and thereafter, by the Board of Directors) which is rendered in good faith shall be final, binding and conclusive if the Declarant (or thereafter, the Board) receives a written opinion of legal counsel, or the counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, By-Laws and the Rules and Regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and The Properties, the preservation of the values of the Lots and Units and the protection of Declarant's rights, benefits and privileges herein contemplated.

## ARTICLE 2

### PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

2.1 Legal Description. The initial real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is more particularly described in Exhibit "E" attached hereto and made a part hereof, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as "The Properties".

2.2 Supplements. Declarant may from time to time subject other land within the Future Development Property under the provisions of this Declaration by Supplemental Declarations (which shall not require the consent of then existing Owners, the Association or any mortgagee other than that, if any, of the land intended to be added to The Properties) and thereby add to The Properties. To the extent that such additional real property (or any interest therein) shall be made a part of The Properties, reference herein to The Properties shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate Declarant to add to the initial portion of The Properties, to develop any such future portions under a common scheme, nor to prohibit Declarant from rezoning and changing plans with respect to such future portions. All Owners, by acceptance of a deed to or other conveyance of their Lots and/or Units, shall be deemed to have automatically consented to any such rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion thereafter made by Declarant (or the applicable Declarant-affiliated Owner) and shall evidence such consent in writing if requested to do so by Declarant at any time (provided, however, that the refusal to give such written consent shall not obviate the general and automatic effect of this provision). A Supplemental Declaration may vary the terms of this Declaration by addition, deletion or modification so as to reflect any unique characteristics of a particular portion of The Properties identified therein; provided, however, that no such variance shall be directly contrary to the uniform scheme of development of The Properties.

2.3 Withdrawal. Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of The Properties (including, without limitation, Lots, Common Areas and/or Limited Common Areas) then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for The Properties desired to be effected by the Declarant; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for The Properties.

2.4 Common Areas. In the event of any doubt, conflict or dispute as to whether any portion of The Properties is or is not Common Areas under this Declaration or a common area/element of a Neighborhood Association, the Declarant may, without the consent of the Master Association or then existing Owners, record in the public records of the County, a Supplemental Declaration resolving such issue and such Supplemental Declaration shall be dispositive and binding. After the Declarant no longer owns any portion of The Properties, the Master Association may, without the consent of then existing Owners, record the aforesaid Supplemental Declaration, which shall have the same dispositive and binding effect. Notwithstanding the foregoing, no Supplemental Declaration may change the common elements of a condominium.

### ARTICLE 3

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every person or entity who is a record Owner of a fee interest in any Lot shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

3.2 Voting Rights. The Association shall have such classes of Voting Members, who shall cast such votes, as are provided in the Articles of Incorporation of the Association.

3.3 General Matters. When reference is made herein, or in the Articles, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members represented at a duly constituted meeting of their Voting Members voting for them (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Lots.

### ARTICLE 4

#### COMMON AREAS; CERTAIN EASEMENTS

4.1 Members' Easements. Except for Limited Common Areas as herein specified, each Member, and each Member's guests, tenants and invitees, shall have a non-exclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Members,

guests, tenants and invitees, their agents and invitees, but in such manner as may be regulated by the Association. Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and any facilities located thereon in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of The Properties from time to time recorded.

(b) The right of the Association to suspend the Member's (and his or her guests, tenants and/or invitees') right to use the Common Areas recreational facilities (if any) for any period during which any assessment against his or her Lot remains unpaid for more than thirty (30) days; and for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association's lawfully adopted rules and regulations.

(c) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities (if any) situated on the Common Areas.

(d) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(e) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all Members' guests, tenants and invitees, subject to regulation from time to time by the Association as set forth in its lawfully adopted and published rules and regulations.

(f) The right of Declarant to permit such persons as Declarant shall designate to use the Common Areas and all recreational facilities located thereon (if any).

(g) The right of Declarant and the Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas.

(h) The right of customers, clients, suppliers and delivery personnel to enter upon the Common Areas to make deliveries to, supply merchandise and/or inventory to, and/or patronize or otherwise visit any businesses being undertaken and/or offered from any Commercial Lot and/or from any operation being operated from the Common Areas. It is contemplated (without creating any obligation) that there may be certain operations conducted from the Common Areas, and that such operations may be made available to the general public. As a result thereof, easements are hereby reserved for such purposes.

(i) The rights of the public for access to and from, and use and enjoyment of the Public Facilities.

(j) The right of the Association, by a 2/3rds affirmative vote of the entire membership, voting through their Voting Members, to dedicate or convey portions of the Common Areas to any other association having similar functions, or any public or quasi-public agency, community development district or similar entity under such terms as the Association deems appropriate and to create or contract with the other association, community development and special taxing districts for lighting, roads, recreational or other services, monitoring, or communications and other similar purposes deemed appropriate by the Association (to which such dedication or contract all Owners, by the acceptance of the deeds to their Lots, shall be deemed to have consented, no consent of any other party, except Declarant, being necessary).

(k) The rights of the Commercial Lot Owners as elsewhere provided in this Declaration.

(l) The rights of the Declarant to withdraw portions of the Common Areas as provided in Section 2.3 above.

WITH RESPECT TO THE USE OF THE COMMON AREAS AND THE PROPERTIES GENERALLY, ALL PERSONS ARE REFERRED TO SECTION 19.13 AND ARTICLE 20 HEREOF, WHICH SHALL AT ALL TIMES APPLY THERETO.

4.2 Easements Appurtenant. The easements provided in Section 4.1 shall be appurtenant to and shall pass with the title to each Lot, but shall not be deemed to grant or convey any ownership interest in the Common Areas subject thereto.

4.3 Limitation on Use of Recreational Facilities by Commercial Lot Owners. Notwithstanding anything herein contained to the contrary, neither the Owners of the Commercial Lots, nor their guests, tenants or invitees, shall be permitted to use the portions of the Common Areas consisting of the recreational facilities and/or amenities. In the event of any dispute as to whether any portion of the Common Areas is to be considered recreational facilities and/or amenities, the determination be the Declarant (for as long as it or any of its affiliates owns any portion of The Properties, and thereafter, the Board of the Association) shall be dispositive.

4.4 Parking and Storage. Parking areas for the use of the Unit Owners as well as areas containing storage lockers and/or spaces, if any, are located (or to be located) within the Common Areas. Declarant shall have, and hereby reserves, the exclusive right at any time, and from time to time, to grant to specific Units, Lots or to the Master Association or any Neighborhood Association the exclusive right to use one or more of such parking spaces and/or storage spaces and/or lockers located within the Common Areas (and once assigned, same shall be deemed Limited Common Areas of the Unit and/or Lots to which assigned). A grant with respect to a parking or storage space/locker as aforesaid shall be made by Declarant by written assignment (which shall not be recorded). Any such grant vests in the Unit/Lot Owner, the Master Association or such Neighborhood Association, as appropriate, the exclusive right to use (and not title to) such space(s) and/or locker(s), and, if to a Unit/Lot Owner, as an appurtenance to such Owner's Unit/Lot. After assignment to a Unit and/or Lot by the Declarant, the Unit or Lot Owner, as applicable, may reassign the exclusive use of said space(s) and/or locker(s) appurtenant to his or her Unit or Lot to another Unit or Lot by written instrument delivered to (and to be held by) the Association. Unless first assigned to another Unit or Lot as aforesaid, such exclusive right to use shall pass with title to such Unit or Lot, whether or not specifically assigned. All fees collected by Declarant for assigning spaces and/or lockers, if any, shall be retained by Declarant and shall not constitute income or revenue of the Master Association. Temporary guest or recreational parking may be permitted only by valet parking, or as otherwise determined by Declarant, and only within spaces and areas clearly designated for this purpose. The Master Association, through its officers, committees and agents, is hereby empowered to establish parking regulations in all of the Common Areas and may make provision for the disabling and/or involuntary removal of any violating vehicle, provided however, that anything herein contained to the contrary, no such regulation may, directly or indirectly, impair, diminish or otherwise interfere with Declarant's exclusive right to assign parking spaces and/or storage spaces/lockers and/or to collect all fees resulting therefrom. Nothing herein shall preclude an Owner from assigning to another Unit and/or Lot any parking and/or storage space/locker appurtenant to the Owner's Unit and/or Lot, provided, however, that any such assignment must occur prior to the time that the Owner conveys its Unit or Lot (because absent any prior assignment, the parking and/or storage space/locker shall be deemed transferred with the transfer of the Unit and/or Lot, as applicable). Notwithstanding anything herein contained to the contrary, the Association, acting through its Board, shall have the power and authority to relocate any assigned parking rights to the extent necessary to comply with applicable Federal, State or local laws regarding handicap accessibility. Notwithstanding the Association's obligation to maintain the Common Areas, each Unit Owner shall be obligated to maintain and insure the contents placed in any storage space and/or locker. Notwithstanding the designation of any portion of the Common Areas as Limited Common Areas, or the assignment of Limited Common Areas as permitted hereunder, same shall not allow the Owner and/or Association and/or other assignee of the Limited Common Areas to preclude passage through such areas as may be needed from time to time for emergency ingress and egress, and for the maintenance, repair, replacement, alteration and/or operation of the elevators, Master Life Safety Systems, Shared Components, mechanical equipment and/or other Common Areas which are most conveniently serviced (in the sole determination of the Board) by accessing such areas (and an easement is hereby reserved for such purposes).

EACH OWNER ACKNOWLEDGES AND AGREES THAT A PORTION OF THE PARKING FACILITIES AND/OR STORAGE AREAS MAY BE LOCATED BELOW THE FEDERAL FLOOD PLAIN, AND, ACCORDINGLY, IN THE EVENT OF FLOODING, ANY AUTOMOBILES AND/OR PERSONAL PROPERTY STORED THEREIN IS SUSCEPTIBLE TO WATER DAMAGE. ADDITIONALLY, INSURANCE RATES, BOTH FOR THE ASSOCIATION IN INSURING THE PARKING AND/OR STORAGE FACILITIES, AND FOR OWNERS, MAY BE HIGHER THAN IF THE PARKING STRUCTURE AND/OR STORAGE FACILITIES WERE ABOVE THE FEDERAL FLOOD PLAIN. BY ACQUIRING TITLE TO, OR TAKING POSSESSION OF, A UNIT OR LOT, OR ACCEPTING THE ASSIGNMENT OF A PARKING SPACE OR STORAGE SPACE/LOCKER, EACH OWNER, FOR SUCH OWNER AND THE OWNER'S TENANTS, GUESTS AND INVITEES, HEREBY EXPRESSLY ASSUMES ANY RESPONSIBILITY FOR LOSS, DAMAGE OR LIABILITY RESULTING THEREFROM AND WAIVES ANY AND ALL LIABILITY OF DECLARANT, DEVELOPER AND/OR THE ASSOCIATION.

4.5 Cabanas. Cabanas may be located on the Common Areas. Declarant shall have, and hereby reserves, the exclusive right at any time, and from time to time, to grant to specific Units or to the Master Association

or any Neighborhood Association the exclusive right to use one or more of the cabanas. A grant with respect to a cabana shall be made by Declarant by written assignment (which shall not be recorded). Any such grant vests in the Unit Owner, the Master Association or such Neighborhood Association, as appropriate, the exclusive right to use (and not title to) such cabana, and, if to a Unit Owner, as an appurtenance to such Owner's Unit. Unless otherwise noted on the form of assignment with respect to a certain cabana, such exclusive right to use shall pass with title to such Unit, whether or not specifically assigned. All fees collected by Declarant for a cabana, if any, shall be retained by Declarant and shall not constitute income or revenue of the Master Association. Anything herein contained to the contrary, no regulation of the Master Association may, directly or indirectly, impair, diminish or otherwise interfere with Declarant's exclusive right to assign cabanas and/or to collect all fees resulting therefrom.

4.6 Maintenance. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas (including, without limitation, the Public Facilities), the Shared Components and, to the extent not otherwise provided for, the paving, drainage structures, landscaping, improvements and other structures (except public utilities and those Limited Common Areas, if any, to be maintained by Owners) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. Given the integration of the Lots, and the effect that changes to the Common Areas may have on any Commercial Lot or the operations conducted therefrom, the Association agrees that:

(a) it shall maintain the Common Areas, including, without limitation, all roadways, entryways, sidewalks, signage and landscaping thereon, consistent with that which was originally installed, subject to reasonable maturation (with respect to landscaping) and reasonable wear and tear (provided that same does not become unsightly).

(b) there shall be no change, modification or alteration to the exterior of any structures constructed within The Properties or to the Common Areas without the prior written consent of the Commercial Lot Owners, as provided in, and to the extent required by, Article 6 below.

(c) In the event that maintenance and/or repairs are necessitated to any of the roads, paths or other Common Areas utilized for access to any of the Commercial Lots, and/or to any other portion of The Properties which may reasonably affect access to, or operations from, any of the Commercial Lots, then, the Association agrees that it shall give the affected Commercial Lot Owners not less than thirty (30) days prior written notice and that such maintenance and/or repairs shall be undertaken at such times, and in such a manner, as will minimize interference with the operations from the Commercial Lots and as will minimize disruption to the customers/clients and delivery personnel visiting the businesses conducted from the Commercial Lots.

Without limiting the generality of the foregoing, the Association shall assume all of Declarant's and its affiliates' responsibilities to the City, the County, and its and their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Areas (including, without limitation, any and all obligations imposed by any permits or approvals issued by the City, the County and/or the State of Florida, as same may be amended, modified or interpreted from time to time) and, in either such instance, the Association shall indemnify and hold Declarant and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

All work pursuant to this Section and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. The Master Association, on behalf of itself and/or all or appropriate Neighborhood Associations, shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of The Properties, or appropriate portions thereof, and the Master Association shall then have the power to allocate portions of such expenses among the Master Association and/or the Neighborhood Associations, based on such formula as may be adopted by the Master Association or as otherwise provided in this Declaration or any Supplemental Declaration. The portion so allocated to the Master Association or any Neighborhood Association shall be deemed a general expense thereof, collectible through its own assessments. No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas.

4.7 Drainage Systems. The maintenance obligations of the Association shall include, without limitation, the duty and obligation to (i) operate and maintain any portion of the surface water management system (regardless of where located with The Properties) serving the Common Areas and/or more than one Lot in accordance with the permit issued by the applicable water management district (the "District"), (ii) carry out, maintain, and monitor any required wetland mitigation tasks and (iii) maintain copies of all permitting actions with regard to the District.

4.8 Street Lights. The Master Association shall be responsible for the operation, maintenance, repair and replacement of all street lighting fixtures, installations and equipment serving the Common Areas (solely or primarily), even if same are located within the common areas/elements owned or administered by a Neighborhood Association (and said fixtures, installations and equipment shall be deemed Common Areas for the aforesaid purposes). In the event of doubt as to whether any particular street lighting serves the Common Areas solely or primarily, the decision of the Board of Directors in such regard shall be final and conclusive. Notwithstanding the foregoing, in the event that a Neighborhood Association requests the Master Association to maintain, repair or replace any street lighting fixtures, installations or equipment which would not otherwise fall under the Master Association's responsibilities, then the Master Association may do so as long as all costs and expenses thereof are paid by the requesting Neighborhood Association. Charges for electricity used by street lights shall be paid by the Master Association or Neighborhood Association, depending upon to which Association's account such electricity is metered (as originally established by Declarant or the applicable utility company).

4.9 Easements for Vehicular Traffic. In addition to the general easements for use of the Common Areas reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners of Lots/Units within The Properties, that each and every Owner, and Declarant, shall have a non-exclusive easement appurtenant for vehicular traffic over all private streets within the Common Areas, subject to the parking provisions set forth in Section 4.4 above.

4.10 Utility Easements. Use of the Common Areas for utilities, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration and said plats. Declarant and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of utilities.

4.11 Public Easements. In addition to all of the covenants, conditions and easements recorded among the Public Records of the County, fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties. Each Owner, by acceptance of a deed or other conveyance of a Lot or a Unit, understands and agrees that, Declarant may, in its sole and absolute discretion grant non-exclusive easements in favor of persons who are not Owners over and upon the Common Areas (or portions thereof) for pedestrian and/or vehicular ingress and egress. Additionally, easements are hereby reserved in favor of all Owners, including all members of any Neighborhood Association (and their guests, tenants and invitees) for ingress and egress over, through and across all Stairways, as may be reasonably necessary for access to and from any Lot and the Common Areas and/or for emergency ingress and egress purposes. Further, easements are hereby reserved over and upon such portions of the Common Areas as are reasonably necessary to allow employees, suppliers and delivery personnel, and customers and/or clients of any operation from a Commercial Lot and/or from any retail or commercial operation from any portion of the Common Areas (which is made open to the public in the sole determination of the Association) access to and from such Commercial Lot and/or retail or commercial operation.

4.12 Pedestrian Easements. In addition to all of the covenants, conditions and easements recorded among the Public Records of the County, easements for public pedestrian ingress and egress are hereby reserved over and across any sidewalk bounding The Properties and/or for access to and from, and use and enjoyment of the Public Facilities.

4.13 Commercial Lot Easements. The Commercial Lot Owners shall have non-exclusive easements over and upon the Common Areas for the use thereof by the Commercial Lot Owners and its and their guests and invitees, and neither the Master Association nor any Owner shall, by action, inaction or rule, do anything which unreasonably interferes with such uses.

4.14 Ownership. The Common Areas are hereby dedicated non-exclusively to the joint and several use, in common, of Declarant, and the Owners of all Lots that may from time to time constitute part of The Properties, such Owners' guests, tenants and invitees and Declarant's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Association, subject to Section 2.3 hereof. The Common Areas, other than any portion of the Common Areas which is not owned by Declarant, as contemplated by Subsection 1.1(j) above) shall, upon the later of completion of the improvements thereon or the date when the last Lot within The Properties (and the Future Development Property if then contemplated to be added to The Properties by Declarant, in Declarant's sole and absolute opinion) has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of Declarant), be conveyed by quit claim deed to the Association, which shall be deemed to have automatically accepted such conveyance. Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance, insurance and administration of all Common Areas (whether or not then conveyed or to be conveyed to the Association), all of which shall be performed in a continuous and satisfactory

manner without cost to the general taxpayers of the City and/or the County. It is intended that any and all real estate taxes and assessments assessed against the Common Areas shall be (or have been, because the purchase prices of the Lots and Units have already taken into account their proportionate shares of the values of the Common Areas), proportionally assessed against and payable as part of the taxes of the applicable Lots within The Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these Master Covenants are recorded, and such taxes shall be prorated between Declarant and the Association as of the date of such recordation.

Declarant and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of The Properties (including, without limitation, Lots) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Areas or elsewhere on The Properties that Declarant and its affiliates or designees elect to effect, and to use, without charge, the Common Areas and other portions of The Properties for sales, displays and signs or for any other purpose during the period of construction and sale of any portion thereof or of other portions of adjacent or nearby property. Without limiting the generality of the foregoing, Declarant and its affiliates shall have the specific right to maintain upon any portion of The Properties sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto Declarant and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Declarant shall not be liable for delays in such completion to the extent resulting from the need to complete any of the above-referenced activities prior to such completion.

## ARTICLE 5

### MAINTENANCE OF UNITS AND LOTS

5.1 Exteriors of Units. The Owner of a Lot shall maintain all exterior surfaces and roofs, facias and soffits of the structures (including the Unit) and other improvements located on the Lot (including driveway and sidewalk surfaces) in a neat, orderly and attractive manner. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of sliding glass doors). The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of The Properties as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The Owner shall clean, repaint or restain, as appropriate, the exterior portions of each Unit (with the same colors as initially used on the Unit), as often as is necessary to comply with the foregoing standards. Given the integration of the Lots, it is of paramount importance that there be no change to the exterior of any structures or Units now or hereafter existing on a Lot without the prior written approval of the Commercial Lot Owners. Accordingly, the exteriors shall be maintained in such a manner to maintain consistency with the general appearance of The Properties as initially constructed and otherwise improved, unless the prior written consent of the Commercial Lot Owners is first obtained.

5.2 Lots. The Owner shall maintain and irrigate the trees, shrubbery, grass and other landscaping on each Lot in a neat, orderly and attractive manner and consistent with the general appearance of The Properties as a whole. The minimum (though not sole) standard for the foregoing shall be the general appearance of The Properties as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Given the integration of the Lots, it is of paramount importance that there be no change to the trees, shrubbery, grass and other landscaping on each Lot without the prior written approval of the Commercial Lot Owners. Accordingly, each Lot (and the landscaping thereon) shall be maintained in such a manner to maintain consistency with the general appearance of The Properties as initially finished and landscaped, unless the prior written consent of the Commercial Lot Owners is first obtained.

5.3 Master Life Safety Systems. No Owner shall make any additions, alterations or improvements to the Master Life Safety Systems, and/or to any other portion of The Properties which may impair the Master Life Safety Systems or access to the Master Life Safety Systems, without first receiving the prior written approval of the Board. In that regard, no lock, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Owner whatsoever. No barrier including, but not limited to

personalty, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

5.4 Right of Entry. In addition to such other remedies as may be available under this Declaration, in the event that an Owner fails to maintain a Unit or Lot, the Association shall have the right to enter upon the Lot in question and perform such duties; provided, however, that such entry shall be during reasonable hours and only after five (5) days' prior written notice. The Owner having failed to perform its maintenance duties shall be liable to the Association for the costs of performing such remedial work and shall pay a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, all such sums being payable upon demand and to be secured by the lien provided for in Article 8 hereof. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the Association in its sole discretion. There is hereby created an easement in favor of the Association, and its applicable designees over each Lot for the purpose of entering onto the Lot in the performance of the work herein described, provided that the notice requirements of this Article are complied with.

## ARTICLE 6.

### COMMERCIAL LOTS

6.1 Rights of Access. The Declarant, and the owner(s) from time to time of the Commercial Lots, and its and their guests, employees, agents, contractors, vendors, delivery personnel and designees, shall at all times have a right and non-exclusive easement of access and use over all roadways, sidewalks and paths located within The Properties reasonably necessary to travel to and from the entrances to The Properties from a publicly dedicated street or road and to any Commercial Lot, and, further, over those portions of The Properties (whether Common Areas or otherwise) reasonably necessary to service and/or patronize the businesses and/or services being conducted and/or offered from any Commercial Lot and for the use, operation, maintenance, repair and replacement of any Commercial Lot and their facilities. Without first obtaining the prior written consent of the Owners from time to time of the Commercial Lots or otherwise complying with the requirements of this paragraph, neither the Association nor any Owner shall restrict access to and from any Commercial Lot. In the event that repairs are necessitated to any of the roads, paths or other Common Areas utilized for access to any Commercial Lot, and to effect such repairs, the Association reasonably believes that access thereover should be restricted, the Association agrees that it shall give the Commercial Lot Owners not less than thirty (30) days prior written notice and that such repairs shall be undertaken at such times, and in such a manner, as will minimize interference with the operations from the Commercial Lots and as will minimize disruption to the customers/clients visiting the businesses conducted from the Commercial Lots (or any of them).

6.2 Architectural Control by Commercial Lot Owners. Neither the Master Association, the Architectural Control Committee, nor any Neighborhood Association or similar committee or board thereof, nor any member of any of the foregoing, shall approve or permit any construction, addition, alteration, change or installation on or to any portion of The Properties which alters the exterior appearance of any improvements within the Properties, which is visible from a Commercial Lot or from the Common Areas without giving the owner(s) from time to time of the Commercial Lots at least fifteen (15) days prior written notice of its intent to approve or permit same together with copies of the request therefor and all other documents and information finally submitted in such regard. The owner(s) from time to time of the Commercial Lots shall then have fifteen (15) days in which to approve or disapprove the matter so submitted to it on such grounds as the owner(s) from time to time of the Commercial Lots may elect in its and/or their reasonable discretion (which may include, without limitation, purely aesthetic considerations, including, without limitation, view limitations). The failure of the owner(s) from time to time of the Commercial Lots to respond to the aforesaid notice within the fifteen (15) day period shall constitute a waiver of the Commercial Lot Owner's right to object to the matter so submitted. This Section shall also apply to any work on the Common Areas hereunder or any common areas/elements of a Neighborhood Association. Notwithstanding anything herein contained to the contrary, the owner(s) from time to time of the Commercial Lots approval shall not be required for any improvements made or to be made by Declarant.

6.3 Patios, Balconies, Terraces and Lanais appurtenant to Commercial Lots. Any patios, balconies, terraces, , lanais and/or sidewalks adjacent to a Commercial Lot shall, subject to the provisions hereof, be a Limited Common Area of such Lot(s), so that the Commercial Lot Owner may, to the extent permitted by law, incorporate and use such areas in connection with, or relating to, the operations from the Commercial Lot. The Association shall be responsible for the maintenance, repair and replacement of any such Limited Common Areas, with the costs of same being collected through the assessments against all Lots. Each Owner shall, however, be responsible for the general cleaning, plant care (to the extent of any plants added on those areas by the Lot Owner), and upkeep of the appearance of the area(s), and for the repair and replacement of any furniture or furnishings and/or any floor

coverings placed on any patio, balcony, terrace and/or lanai. A Lot Owner using a patio, balcony, terrace, lanai and/or sidewalk or making or causing to be made any additions, alterations or improvements thereto agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Declarant and all other Lot Owners harmless from and to indemnify them for any liability or damage to The Properties and expenses arising therefrom. Notwithstanding the designation of any portion of the Common Areas as Limited Common Areas, or the assignment of Limited Common Areas as permitted hereunder, same shall not allow the Owner and/or Association and/or other assignee of the Limited Common Areas to preclude passage through such areas as may be needed from time to time for emergency ingress and egress, for the maintenance, repair, replacement, alteration and/or operation of the Common Areas which are most conveniently serviced (in the sole determination of the Board) by accessing such areas (and an easement is hereby reserved for such purposes) and/or as may be required by applicable law.

6.4 Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Commercial Lots, no amendment to this Article, and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by a majority of the Owner(s) from time to time of the Commercial Lots (unless the amendment is effected by the Declarant alone pursuant to the rights reserved hereunder, in which event, the approval of the Commercial lot Owners shall not be required). The foregoing shall also apply to any other provisions of this Declaration which are, in the sole discretion of the owner(s) from time to time of the Commercial Lots, for the benefit of the Commercial Lots. The foregoing shall not apply, however, to amendments made by the Declarant.

#### ARTICLE 7.

##### CERTAIN USE RESTRICTIONS

7.1 Applicability. The provisions of this Article 7 shall be applicable to all of The Properties but shall not be applicable to Declarant or any of its designees or Lots or other property owned by Declarant or its designees.

7.2 Uses of Lots and Units. All Lots and Units (and appurtenant Common Areas) shall be used for the general purposes for which they are designed and intended and at all times used, operated and maintained in accordance with applicable zoning and other requirements, conditions and restrictions applicable to same (including, without limitation, any contained in a deed or lease of the Lot/Unit from the Declarant, as same may be amended from time to time). Nothing in this Declaration shall preclude multiple uses from being made from any Commercial Lots.

7.3 Easements. Easements for the installation and maintenance of utilities are reserved as shown on the recorded plats covering The Properties and/or as provided herein. The area of each Lot covered by an easement and all improvements in such area shall be maintained continuously by the Association to the extent provided herein, except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association, and Declarant and its affiliates, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, telephone lines, cables and conduits, under and through the utility easements as shown on the plats.

7.4 Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the occupants of other Lots. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. No activity specifically permitted by this Declaration, including, without limitation, activities or businesses conducted from the Commercial Lots, shall be deemed a nuisance, regardless of any noises and/or odors emanating therefrom (except, however, to the extent that such odors and/or noises exceed limits permitted by applicable law). **EACH OWNER, BY ACCEPTANCE OF A DEED OR OTHERWISE ACQUIRING TITLE TO ANY LOT OR UNIT SHALL BE DEEMED TO UNDERSTAND AND AGREE THAT RESTAURANTS, CAFES, BAKERIES AND/OR OTHER FOOD SERVICE OPERATIONS MAY (WITHOUT CREATING ANY OBLIGATION) BE OPERATED FROM ANY OF THE COMMERCIAL LOTS AND THAT SUCH OPERATIONS MAY RESULT IN THE CREATION OF ODORS WHICH MAY AFFECT ALL PORTIONS OF THE PROPERTIES. ACCORDINGLY, EACH OWNER AGREES (1) THAT SUCH ODORS SHALL NOT BE DEEMED A NUISANCE HEREUNDER, (2) THAT NEITHER THE DECLARANT, ANY DEVELOPER OF A NEIGHBORHOOD, ANY COMMERCIAL LOT OWNER, NOR ANY TENANT AND/OR OPERATOR FROM ANY COMMERCIAL LOT SHALL BE LIABLE FOR THE EMANATION OF SUCH ODORS AND/OR ANY DAMAGES RESULTING THEREFROM, AND (3) TO HAVE RELEASED DECLARANT, ANY DEVELOPER OF A**

**NEIGHBORHOOD, ANY COMMERCIAL LOT OWNER, AND ANY TENANT AND/OR OPERATOR FROM ANY COMMERCIAL LOT FROM ANY AND ALL LIABILITY RESULTING FROM SAME.** Similarly, inasmuch as the Commercial Lots may attract customers, patrons and/or guests who are not members of the Association, such additional traffic over and upon the Common Areas shall not be deemed a nuisance hereunder. Lastly, inasmuch as the Public Facilities are intended to be available to the public, such use shall not be deemed a nuisance hereunder. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Declarant (for as long as it or its affiliates own any portion of The Properties, and thereafter to the Board of Directors), which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

7.5 Parking and Vehicular Restrictions. Parking in or on the Common Areas shall be restricted to the parking areas therein designated for such purpose. No person shall park, store or keep on any portion of the Common Areas any large commercial type vehicle (for example, dump truck, motor home, trailer, cement mixer truck, oil or gas truck, delivery truck), boat, boat trailer, trailers of any kind, canoes and/or kayaks, nor may any person keep any other vehicle on the Common Areas which is deemed to be a nuisance by the Board. The foregoing shall not, however, preclude such vehicles being on The Properties during periods of construction and/or when performing deliveries. No trailer, camper, motor home or recreation vehicle shall be used as a residence, either temporarily or permanently, or parked on the Common Areas. No person shall conduct repairs (except in an emergency) or restorations of any motor vehicle, boat, trailer, or other vehicle upon any portion of the Improvements or Common Areas. All vehicles parking within the Common Areas will be subject to height, width and length restrictions and other rules and regulations now or hereafter adopted. The decision of Declarant to assign specific parking spaces within the Common Areas to designated companies or persons, or for specified uses, shall be final, binding and conclusive.

7.6 Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Architectural Control Committee and with such Board's approval. Such standards shall be reasonably calculated to maintain the aesthetic integrity of The Properties without making the cost of the aforesaid devices prohibitively expensive.

7.7 Signs. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Common Areas without the prior written consent of the Architectural Control Committee, except signs, regardless of size, used by Declarant, its successors or assigns. The foregoing provision shall not apply to signs displayed by the owner(s) from time to time of the Commercial Lots. Notwithstanding anything to the contrary contained herein, the Owners of the Commercial Lots may affix or attach signs and/or awnings on the exterior walls, doors, adjacent balconies, terraces, patios and/or lanais and/or windows of any improvements constructed upon The Properties (whether same are a part of the Commercial Lot, the Limited Common Areas, or the neighboring common elements of any Neighborhood) adjacent to the Owner's Commercial Lot, or to the windows of the Commercial Lot, without receiving the consent of the Association, any Neighborhood Association the applicable Boards or any other party (other than any applicable governmental authority to the extent that prior approval from them is required by applicable governmental codes, ordinances and/or regulations). Notwithstanding anything herein contained to the contrary, the provisions of this Section 7.7 shall not be amended without the affirmative vote of the Commercial Lot Owners.

7.8 Animal Restriction. No livestock, reptiles or poultry of any kind shall be raised, bred, or kept on or in any Common Areas. No dog, cat or other pet may run loose (unleashed) on Common Areas, and pets may be walked only in areas designated for such purpose by the Master Association, if any. Owners shall not be permitted to walk more than two (2) animals at any time on the Common Areas. Any animal permitted on the Common Areas pursuant to this section 7.8 must not be a nuisance to the occupants of any Lot. Notwithstanding the foregoing, nothing herein shall prohibit guests, patrons or invitees of the Commercial Lots from bringing their pets with them when patronizing a Commercial Lot or any tenant of a portion of a Commercial Lot (to the extent permitted by the Owner or tenant of the applicable Commercial Lot).

7.9 Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted on Common Areas except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render Common Areas or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, except within an enclosed structure appropriately screened from view erected for that purpose, if any, and otherwise in accordance with the approval of the Committee.

7.10 Temporary Structures. Except as may be used or permitted by the Declarant during periods of construction or renovation, no structure of a temporary nature (including, without limitation, trailers, tents, shacks or mobile offices) shall be located or used within The Properties.

7.11 Flags. Notwithstanding anything to the contrary in this Declaration, any Lot Owner may display one portable removable United States flag or official flag of the State of Florida in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

7.12 Variances. The Board of Directors of the Association shall have the right and power to grant variances from the provisions of this Article 7 and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article 7 in any instance in which such variance is not granted.

7.13 Declarant Exemption. In order that the development of The Properties may be undertaken and The Properties established as a fully occupied community, no Owner, nor the Master Association, nor any Neighborhood Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development of The Properties and the Future Development Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of The Properties, as same may be expanded, may be modified by the Declarant at any time and from time to time, without notice); or

(b) Prevent Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said development and establishing The Properties as a community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from conducting on any property owned or controlled by Declarant, or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements in The Properties and the Future Development Property and of disposing of Lots and/or Units therein by sale, lease or otherwise; or

(d) Prevent Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be initially constructed as part of The Properties (or any Future Development Property); or

(e) Prevent Declarant, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the operation of any Lots owned by Declarant (its successors or assigns) or the sale, lease or other marketing of Lots and/or Units, or otherwise from taking such other actions deemed appropriate; or

(f) Prevent Declarant, or its successors or assigns from filing Supplemental Declarations which modify or amend this Declaration, or which add or withdraw additional property as otherwise provided in this Declaration; or

(g) Prevent Declarant from modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Areas.

In general, the Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with Declarant's plans for construction, development, use, sale or other disposition of The Properties and the Future Development Property, or any part thereof.

ARTICLE 8.

COVENANT FOR MAINTENANCE ASSESSMENTS

8.1 Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, Declarant (and each party joining in any Supplemental Declaration), for all Lots now or hereafter located within The Properties, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments and charges for the operation of, and for payment of expenses allocated or assessed to or through the Association, of and for the maintenance, management, operation and insurance of the Common Areas, Shared Components and the Master Association, including, without limitation, (a) any and all expenses relating to the installation, repair, maintenance, operation, alteration and/or replacement of the Master Life Safety Systems, (b) such reasonable reserves as the Association may deem necessary, (c) the costs and expenses of maintaining, repairing and/or replacing as necessary the seawall located upon or adjacent to (even if beyond the legal boundaries of) The Properties; (d) any and all expenses relating to the installation, repair, maintenance, operation, insurance, alteration and/or replacement of the Public Facilities (or any of them); (e) capital improvement assessments, as provided in Section 8.5 hereof, (f) special assessments as provided in Section 8.4 hereof and (g) all other charges and assessments hereinafter referred to or lawfully imposed by or on the Association, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Owners and Lots for fines, expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid, except as provided in Section 8.9 below. Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

8.2 Rates of Assessments. Assessments shall be made against each Lot at a rate based upon the Lot's "adjusted" square footage (determined in the manner set forth below) in comparison to the aggregate "adjusted" square footage of all Lots then governed by this Declaration.

As to any Lot which is primarily intended for residential use (which shall be deemed to be any Lot that has more sellable/rentable (as applicable) square footage attributable to residential uses than to non-residential uses, a "Residential Lot") and which is within a condominium (a "Condominium Lot"), the assessments for such Condominium Lot shall be determined by aggregating the total sellable square footage of all Condominium Units within the particular Condominium Lot, determining the total proportionate assessments attributable to that Condominium Lot (based upon the aggregate sellable square footage contained therein in comparison to the aggregate adjusted square footage contained within all Lots then within The Properties) and then allocating the total proportionate assessments attributable to that Condominium Lot among the Condominium Units therein, with each Condominium Unit responsible for the portion of that aggregate assessment attributable to the Condominium Lot corresponding to the Condominium Unit's proportionate share of the common elements of the applicable condominium.

As to any Residential Lot that is not a Condominium Lot (a "Non-Condominium Lot"), the assessments for such Non-Condominium Lot shall be determined by aggregating the total rentable square footage contained within the applicable Non-Condominium Lot (it being the intention hereof that if a Non-Condominium Lot is an apartment building, the rentable square footage shall be deemed to be the aggregate square footage of the apartments therein, without regard for the square footage of the common areas therein).

As to any Commercial Lot, the assessments for such Commercial Lot shall be determined by multiplying the total rentable square footage contained within the applicable Commercial Lot by one-half (1/2).

By way of example only, if The Properties consisted of Residential Lot that was also a Condominium Lot, a Residential Lot that was not a Condominium Lot and a Commercial Lot, and the Residential Condominium Lot contained 500,000 sellable square feet, the Residential Non-Condominium Lot contained 750,000 rentable square feet, and the Commercial Lot contained 200,000 rentable square feet, then the aggregate "adjusted" square footage for all Lots would be 1,350,000, which is the sum of 500,000, 750,000 and 1/2 of 200,000. Accordingly, the Residential Condominium Lot would be responsible for 37.03% (500,000/1,350,000) of the total expenses of the Association, the Residential Non-Condominium Lot would be responsible for 55.56% (750,000/1,350,000) of the total expenses of the Association, and the Commercial Lot would be responsible for 7.41% (100,000/1,300,000) of the

total expenses of the Association. Each condominium unit in the Residential Condominium Lot would bear its proportionate share of the Condominium's 37.03% (such share being the percentage share of ownership of condominium common elements attributable to the applicable Unit as set forth in the condominium declaration).

In the event of any dispute as to the applicable square footage contained within any Lot, the determination of the Declarant shall be binding and dispositive. Once determined, square footage determinations shall not be recalculated until additional Lots are added to this Declaration, unless such recalculation is made at the direction of the Declarant. Declarant may modify such formula with respect to future Lots/Units in the Supplemental Declaration bringing such Units under the provisions hereof in order to account for unforeseen changes in development plans and to maintain an equitable system of Assessment allocation, provided that no change may be made in the allocation of Assessments among residential condominium Units insofar as it is the intent hereof that each such Unit shall be required to bear a proportionate burden of Assessments (other than Special Assessments), based upon the Unit's proportionate adjusted square footage.

Notwithstanding anything herein contained to the contrary, until the earlier of (the "Subsidy Period"): (1) twelve (12) months following the recordation of this Declaration, or (2) the recordation of a Supplemental Declaration adding another Lot to The Properties, the Declarant agrees to pay, in addition to any assessments attributable to Units and/or Lots owned by Declarant, the sum of One Million Nine Hundred Eighteen Thousand Five Hundred Sixty One and 40/100 Dollars (\$1,918,561.40), said sum to be paid to the Association within thirty (30) days following the expiration of the Subsidy Period or such earlier time as the Association may need funds for its routine operations. From and after the expiration of the Subsidy Period, the Declarant shall have no further obligation for payment of any assessments (other than as to Lots and/or Units then owned by Declarant), and each Unit Owner shall be fully liable for all assessments attributable to such Owner's Lot and/or Unit.

The Board of Directors shall budget and adopt assessments for the Association's general expenses and for those expense items associated with any Limited Common Areas (which may be declared hereby or in any Supplemental Declaration by the Declarant alone, and the expenses attributable to same shall be borne solely by those persons entitled to use of the Limited Common Areas, unless otherwise provided herein or in such Supplemental Declaration). With respect to the initial Limited Common Areas (assigned parking and/or storage spaces or lockers), it is intent that same shall be assessed against all Lots, rather than just those Units or Lots to which spaces and/or lockers are assigned.

8.3 Purpose of Assessments. The regular assessments levied by the Association shall be used for the purposes expressed in Section 8.1 above and for such other purposes as the Association shall have within its powers and from time to time elect to undertake.

8.4 Special Assessments. In addition to the regular and capital improvement assessments which are or may be levied hereunder, the Association (through the Board of Directors) shall have the right to levy special assessments against an Owner(s) to the exclusion of other Owners (a) for the repair or replacement of damage to any portion of the Common Areas (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his or her guests, tenants or invitees, (b) for the costs of work performed by the Association in accordance with Article 5 of this Declaration (together with any surcharges collectible thereunder), (c) to obtain funds for a specific purpose(s) which is of a non-recurring nature, for which no reserve funds (or inadequate reserve funds) have been collected or allocated, and which is not the appropriate subject of a capital improvement assessment. Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such assessment or may be of an ongoing nature, as provided in Article 5 hereof.

8.5 Capital Improvements. Funds which, in the aggregate, exceed the lesser of \$150,000.00 or 10% of the total amount of the current operating budget of the Association in any one fiscal year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance, including repairs and replacement per Article 12 hereof) relating to the Common Areas and which have not previously been collected as reserves or are not otherwise available to the Association (other than by borrowing) shall be levied by the Association as assessments only upon approval of a majority of the Board of Directors of the Association and upon approval by two-thirds (2/3) favorable vote of the Members of the Association. The costs of any of the aforesaid work which are less than the above-specified threshold amount shall be collected as general or special assessments upon approval of a majority of the Association's Board of Directors. Notwithstanding anything herein contained to the contrary, no Capital Improvement Assessment may be imposed against the Commercial Lots without the consent of 2/3rds of the votes attributable to all of the Commercial Lots.

8.6 Date of Commencement of Annual Assessments; Due Dates. The annual regular assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31 of such year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31. The annual assessments shall be payable in advance in monthly installments, or in annual, semi- or quarter-annual installments if so determined by the Board of Directors of the Association (absent which determination they shall be payable monthly). The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, at any appropriate time during the year), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing such assessment.

8.7 Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against the Lots subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto twenty (20) days prior to payment of the first installment thereof, except as to special assessments. In the event no such notice of the assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Declarant) for management services, including the administration of budgets and assessments as herein provided. The Association shall have all other powers provided in its Articles of Incorporation and By-Laws.

8.8 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his or her heirs, personal representatives, successors and assigns. Except as provided in Section 8.9 to the contrary, the personal obligation of an Owner to pay such assessment shall pass to his or her successors in title and recourse may be had against either or both. If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum) and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid, may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest secured by the lien, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels. In the case of an acceleration of the next twelve (12) months' worth of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Lot shall be levied by the Association for such purpose. In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 8.9 below. All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

Unless delegated to a Neighborhood Association by the Master Association, it shall be the legal duty and responsibility of the Master Association to enforce payment of the assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of assessments shall not, however, relieve Owners from their obligations hereunder.

The Master Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

8.9 Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any first mortgage; provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

8.10 Collection of Assessments. Assessments levied pursuant hereto shall be collected in the manner established pursuant to Section 10.4 of this Declaration. In the event that at any time said manner provides for collection of assessments levied pursuant hereto by an entity other than the Master Association, all references herein to collection (but not necessarily enforcement) by the Master Association shall be deemed to refer to the other entity performing such collection duties and the obligations of Owners to pay assessments shall be satisfied by making such payments to the applicable collecting entity.

8.11 Declarant's Assessments. Notwithstanding any provision to the contrary contained in this Declaration, for as long as Declarant (or any of its affiliates) is the Owner of any Lot, Declarant shall have the option, in its sole discretion, to (a) pay assessments on the Lots owned by it in like manner as paid by other Owners; or (b) not paying assessments on Lots owned by Declarant, and in lieu thereof, funding any resulting deficit in the Association's operating expenses (exclusive of any capital costs and reserves) not produced by assessments receivable from Owners other than Declarant and any other income receivable by the Association. The deficit to be paid under option (b) above shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs and reserves) and (ii) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Declarant may from time to time change the option stated above under which Declarant is making payments to the Association by written notice to such effect to the Association. When all Lots within the Neighborhood are sold and conveyed to purchasers, neither the Declarant, nor its affiliates, shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions.

8.12 Association Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special and capital assessments, shall be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

## ARTICLE 9

### ARCHITECTURAL CONTROL; GENERAL POWERS

The following provisions of this Article 9 are subject to those of Article 10 hereof. Accordingly, this Article shall be operative only so long as the Master Association is performing (subject to later delegation) architectural control duties and powers in the manner provided in Article 10. This Article is also subject to Article 6 of this Declaration with respect to the Commercial Lots.

9.1 Members of Committee. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee", shall consist of three (3) members. The initial members of the Committee shall consist of persons designated by Declarant. Each of the initial members shall hold office until all Lots and improvements planned for The Properties and the Future Development Property have been constructed and conveyed (if appropriate), or sooner at the option of Declarant. Thereafter, each new member of the Committee shall be appointed by the Board of Directors and shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein. Members of the Committee (other than

those appointed or designated by the Declarant) may be removed by the Board of Directors at any time without cause. Members of the Committee appointed or designated by the Declarant may only be removed by the Declarant.

9.2 Review of Proposed Construction. Subject to Section 9.9 below, no building, fence, wall or other structure or improvement (including, but not limited to, landscaping, hurricane protection, basketball hoops, birdhouses, other pet houses, swales, asphaltting or other improvements or changes of any kind) shall be commenced, altered, painted, erected or maintained in The Properties, nor shall any addition, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Committee. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the appearance of The Properties as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and landscaping and is otherwise desirable. If the proposed construction, alterations or additions are to common elements of a condominium, said approval shall also be subject to the prior approval of the applicable condominium association. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. The Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such thirty (30) day period, said plans shall be deemed approved. All work done by a Member after receiving the approval of the Committee shall be subject to the inspection by, and final approval of, the Committee in accordance with its procedural rules adopted as herein provided.

All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees, as well as the approval of the Commercial Lot Owners as and to the extent required by Article 6 hereof, if applicable, and until such time as any improvements, changes and/or alterations have been submitted to, and approved by, the Committee, and Commercial Lot Owners, if applicable, no Owner (and/or designee thereof) shall make application for a building permit from the applicable governmental agencies.

9.3 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 9.8 hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

9.4 No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

9.5 Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, or unless engaged by the Association in a professional capacity.

9.6 Committee Rules. The Committee shall adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the Committee. Such rules shall be (i) subject to the prior approval of the Board of Directors, (ii) consistent with the covenants and restrictions set forth in this Declaration and (iii) published or otherwise made available to all Members and their contractors, subcontractors and other appropriate designees. All rules of the Committee shall be adopted and/or amended by a majority vote thereof, provided that no amendment shall be applicable to any matter submitted to the Committee prior to the making of such amendment.

9.7 Non-Liability of Committee Members. Neither Declarant, the Master Association, the Board of Directors, the Committee nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to any Neighborhood Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Committee's duties

hereunder. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to The Properties, generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The approval of any proposed improvements or alterations by the Architectural Control Committee shall not constitute a warranty or approval as to, and neither the Master Association, the Declarant nor any member or representative of the Architectural Control Committee or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Master Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

9.8 Variance. The Committee may authorize variances from compliance with any of the architectural control provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) estop the Committee from denying a variance in other circumstances.

9.9 Exemptions. Declarant, the Commercial Lot Owners and its and their affiliates from time to time, shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by any of them and shall not be obligated to obtain Committee approval for any construction or changes which any of them may elect to make at any time. Additionally, a Commercial Lot Owner shall have the right, without the consent or approval of the Association, the Board of Directors or other Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Commercial Lot owned by it and Limited Common Areas appurtenant or adjacent thereto (including, without limitation, the removal of walls, floors, decorative ceilings and other structural portions of the Improvements, the installation of signage on or in their Lots and/or on the exterior walls bounding same and/or the underside of any facades or balconies in proximity to the Commercial Lot (or its Limited Common Areas), to place furniture, tables, chairs and other furnishings and equipment on any patios and/or terraces appurtenant to the Commercial Lot and to generally take such other steps as the Commercial Lot Owner reasonably believes necessary to maximize the use of the Commercial Lot). The Commercial Lot Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Declarant and all other Unit Owners harmless from and to indemnify them for any liability or damage to The Properties and expenses arising therefrom.

9.10 General Powers of the Master Association. The Master Association (and the Committee, as appropriate) shall have the absolute power to veto any action taken or contemplated to be taken which is or would be governed by this Article 9, and the Master Association shall have the absolute power to require specific action to be taken by any Neighborhood Association in connection with applicable sections of The Properties in that regard. Without limiting the generality of the foregoing, the Master Association (and the Committee, as appropriate) may veto any decision of any Neighborhood Association (or architectural control board or other committee thereof) which is or would be governed by this Article 9, and the Master Association may require specific maintenance or repairs or aesthetic changes to be effected, require that a proposed budget include certain items and that expenditures be made therefor, veto or cancel any contract providing for maintenance, repair or replacement of the property governed by such Neighborhood Association and otherwise require or veto any other action as the Master Association deems appropriate from time to time. Any action required by the Master Association in a written notice to be taken by a Neighborhood Association shall be taken within the time frame set by the Master Association in such written notice. If the Neighborhood Association fails to comply with the requirements set forth in such written notice, the Master Association shall have the right to effect such action on behalf of the Neighborhood Association and shall assess the Lots and Units governed by the Neighborhood Association for their pro-rata share of any expenses incurred by the Master Association in connection therewith, together with an administrative charge to be determined by the Master Association under the circumstances (to cover the Master Association's administrative expenses in connection with the foregoing and to discourage the Neighborhood Association from failing to comply with the requirements of the Master Association). Such assessments may be collected as special assessments hereunder and shall be subject to all lien rights provided for herein.

## ARTICLE 10

### MASTER ASSOCIATION AND NEIGHBORHOOD ASSOCIATIONS

10.1 Preamble. In order to ensure the orderly development, operation and maintenance of The Properties, including the properties subject to the administration of the Neighborhood Associations as integrated parts of The Properties, this Article has been promulgated for the purposes of (a) giving the Master Association certain powers to effectuate such goal, (b) providing for intended (but not guaranteed) economies of scale and (c) establishing the framework of the mechanism through which the foregoing may be accomplished.

10.2 Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Neighborhood Associations and the Master Association may, but shall not be required to, enforce the latter; provided, however, that in the event of conflict between or among such covenants, restrictions and provisions, or any articles of incorporation, by-laws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Neighborhood Associations shall be subject and subordinate to this Declaration. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Master Association and the Neighborhood Associations as provided for herein. As to any Neighborhood Association which is a condominium association, no duties of same hereunder shall be performed or assumed by the Master Association if same are required by law to be performed by the Neighborhood Association.

10.3 Architectural Control, Maintenance and Use Restrictions. All architectural control, Lot and Unit maintenance requirements and use restrictions provided for in or pursuant to this Declaration shall, initially, be exercised and enforced by the Master Association. However, the Master Association may delegate to a Neighborhood Association(s) all or any part of such rights/duties, on an exclusive or non-exclusive basis, upon written notice recorded in the Public Records of the County.

As long as the Master Association performs architectural control functions, no Neighborhood Association shall do so unless such functions are specifically delegated to it by the Master Association; provided, however, that a Neighborhood Association for a condominium may perform such functions to the extent required by its Declaration of Condominium or by applicable law.

10.4 Collection of Assessments. The Neighborhood Associations shall, initially, collect all assessments and other sums due the Master Association and the applicable Neighborhood Association from the members thereof. The Neighborhood Association will remit the assessments so collected to the respective payees pursuant to such procedures as may be adopted by the Master Association. The sums so collected shall be applied first to the assessments of the Master Association and then to those of the collecting Neighborhood Association. No sums collected by a Neighborhood Association on behalf of the Master Association shall be deemed a common expense of the collecting Neighborhood Association.

Notwithstanding the priority of disbursements of collected lump sums as provided above, all capital improvement assessments, special assessments, personal assessments, interest, late charges, recovered costs of collection and other extraordinary impositions shall be remitted to the respective entity imposing same separate and apart from the priorities established above.

The Master Association shall notify the various Neighborhood Associations, by written notice given at least thirty (30) days in advance, of any changes in the amounts of the assessments due it or the frequency at which they are to be collected. The aforesaid notice period shall also apply to capital improvement assessments, but may be as short as five (5) days before the next due regular assessment installment in the case of special assessments of the Master Association.

The Neighborhood Associations shall not be required to record liens or take any other actions with regard to delinquencies in assessments payable to the Master Association unless the Master Association gives them written notice of its election to have them do so. In the event that the Master Association does, however, make such election, then all of the Master Association's rights of enforcement provided in this Declaration shall be deemed to have automatically vested in the applicable Neighborhood Association, but all costs and expenses of exercising such rights shall nevertheless be paid by the Master Association (which shall be entitled to receive payment of any such costs and expenses which are ultimately recovered).

The Master Association may, from time to time by ten (10) days' prior written notice to the affected Neighborhood Association(s), change the procedures set forth in this Section 10.4 in whole or in part. Such change may include, without limitation, the assumption by the Master Association of all or some of the collection functions (including those for a Neighborhood Association) provided for herein or in the declaration for a Neighborhood

Association(s) (to which assumption the Neighborhood Association and its members shall be deemed to have automatically agreed).

All fidelity bonds and insurance maintained by a Neighborhood Association shall reflect any duties performed by it pursuant hereto and the amounts to be received and disbursed by it and shall name the Master Association as an obligee/insured party for so long as its assessments are being collected and remitted by the Neighborhood Association.

To the extent lawful, a Neighborhood Association may delegate, or contract for the performance of any duties performed by it pursuant hereto to/with a management company approved by the Master Association, provided that (a) the Neighborhood Association shall remain ultimately liable hereunder, (b) the management company, as well as the Neighborhood Association, shall comply with the requirements of this Section 10.4 and (c) the approval of the management company may be withdrawn, with or without cause by the Master Association, at any time upon thirty (30) days' prior written notice. Any management agreement or similar contract entered into by the Neighborhood Association shall be subject to the provisions of this Section and shall not require the Neighborhood Association to pay fees for the performance of duties which would otherwise be delegated to the company in connection with this Section if such duties are performed by the Master Association as provided above.

In the event of any change in assessment collection procedures elected to be made by the Master Association, the relative priorities of assessment remittances and liens (i.e., the Master Association first and the applicable Neighborhood Association second) shall nevertheless still remain in effect, as shall the Master Association's ability to modify or revoke its election from time to time.

10.5 Delegation of Other Duties. The Master Association shall have the right to delegate to a Neighborhood Association, on an exclusive or non-exclusive basis, such additional duties not specifically described in this Section as the Master Association shall deem appropriate, provided that such duties have a reasonable relationship (by virtue of function or location) to the Neighborhood Association or its respective property. Such delegation shall be made by written notice to the Neighborhood Association, which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto may be modified or revoked by the Master Association at any time.

10.6 Acceptance of Delegated Duties. Whenever the Master Association delegates any duty to a Neighborhood Association pursuant to this Section, the Neighborhood Association shall be deemed to have automatically accepted same and to have agreed to indemnify, defend and hold harmless the Master Association for all liabilities, losses, damages and expenses (including attorneys' fees actually incurred and court costs, through all appellate levels) arising from or connected with the Neighborhood Association's performance, non-performance or negligent performance thereof. All Neighborhood Associations shall be responsible to the Master Association for maintaining adequate liability and other insurance covering injuries, deaths, losses or damages arising from or connected with the Neighborhood Association's performance or nonperformance of its duties hereunder.

10.7 Expense Allocations. The Master Association may, by written notice given to the affected Neighborhood Association at least sixty (60) days prior to the end of the Neighborhood Association's fiscal year, allocate and assess to the Neighborhood Association a share of the expenses incurred by the Master Association which are reasonably allocable to the Neighborhood Association and/or the portion of The Properties within its jurisdiction (e.g., for utilities which are billed to the Master Association, but serve in certain instances, only a Neighborhood Association, and street lighting systems). In such event, the expenses so allocated shall thereafter be deemed common expenses of the Neighborhood Association payable by it (with assessments collected from its members) to the Master Association.

In the event of a failure of a Neighborhood Association to budget or assess its members for expenses allocated as aforesaid, the Master Association shall be entitled to pursue all available legal and equitable remedies against the Neighborhood Association or, without waiving its right to the foregoing, specially assess the members of the Neighborhood Association and their Lots for the sums due (such special assessments, as all others, to be secured by the lien provided for in this Declaration).

10.8 Non-Performance of Neighborhood Association Duties. In addition to the specific rights of the Master Association provided in Section 10.7 above, and subject to the limitations set forth in Section 10.2 of this Declaration, in the event that a Neighborhood Association fails to perform any duties delegated to, or required of, it under this Declaration or to otherwise be performed by it pursuant to its own declaration, articles of incorporation, by-laws or related documents, which failure continues for a period in excess of thirty (30) days after the Master Association's giving notice thereof, then the Master Association may, but shall not be required to, assume such

duties. In such event, the Neighborhood Association shall not perform such duties unless and until such time as the Master Association directs it to once again do so.

10.9 Conflict. In the event of conflict between this Article 10, as amended from time to time, and any of the other covenants, restrictions or provisions of this Declaration or the Articles of Incorporation, By-Laws or rules and regulations of the Master Association all as amended from time to time, the provisions of this Article shall supersede and control.

## ARTICLE 11

### RULES; ENFORCEMENT

11.1 Compliance by Owners. Every Owner and its guests, tenants and invitees shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

11.2 Enforcement. Failure of an Owner or his or her guests, tenants or invitees to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the rights of use of Common Areas (except for legal access) of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs. Notwithstanding anything herein contained to the contrary, before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of \$100,000.00, the Association must obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained.

11.3 Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or his or her guests, tenants or invitees to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to an independent committee appointed by the Board of Directors (which committee shall not include officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association) at which the committee shall hear reasons why a fine(s) should not be imposed. A written decision of the committee shall be submitted to the Board and the Owner by not later than twenty-one (21) days after the committee meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts: The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner in the maximum amounts permitted by law from time to time.

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: A fine shall not become a lien against a Lot. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party.

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled;

provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

11.4 Initial Rules and Regulations. Attached to this Declaration as Schedule "A" are the initial rules and regulations of the Master Association which are incorporated into this Declaration by this reference and which may be modified, in whole or in part, at any time by the Board without the necessity of recording such new or modified rules and regulations in the public records, provided that the Board shall notify each Neighborhood Association and the owners of the Lots which are not within a Neighborhood Association of all modifications of rules and regulations as aforesaid. Receipt by a Neighborhood Association of such notice shall constitute notice to its members.

## ARTICLE 12

### DAMAGE OR DESTRUCTION TO COMMON AREAS

12.1 Damage or Destruction. Damage to or destruction of all or any portion of the Common Areas shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Areas, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Areas to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within Five Hundred Thousand Dollars (\$500,000.00) or less of being sufficient to effect total restoration of the Common Areas, then the Association shall cause such portions of the Common Areas to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a capital special (and not capital improvement) assessment against each of the Owners in accordance with the provisions of Article 8 of this Declaration.

(c) If the insurance proceeds are insufficient by more than Five Hundred Thousand Dollars (\$500,000.00) to effect total restoration of the Common Areas, then by written consent or vote of a majority of each class of the Members, they shall determine, subject to Article 16 hereof, whether (1) to rebuild and restore the Common Areas in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying capital improvement assessments against all Members, (2) to rebuild and restore in a way which is less expensive than replacing the Common Areas in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds.

(d) Each Member shall be liable to the Association for any damage to the Common Areas not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Member or his or her guests, tenants or invitees. Notwithstanding the foregoing, the Association reserves the right to charge such Member an assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member. In the case of joint ownership of a Unit or any other improvements within The Properties, the liability of such Member shall be joint and several. The cost of correcting such damage shall be an assessment against the Member and may be collected as provided herein for the collection of assessments.

## ARTICLE 13

### INSURANCE

13.1 Common Areas. The Association shall keep all improvements, facilities and fixtures located within the Common Areas insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for

which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the assessments made by the Association.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Association shall contain provisions, or be accompanied by endorsements, for: agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction.

All insurance policies shall contain standard mortgagee clauses, if applicable.

The Association shall also maintain flood insurance on the insurable improvements on the Common Areas in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Areas or the maximum amount of coverage available under the National Flood Insurance Program, in either case if the insured improvements are located within an "A" flood zone.

13.2 Replacement or Repair of Property. In the event of damage to or destruction of any portion of the Common Areas, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 12 of this Declaration.

13.3 Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Members, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

13.4 Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Association and its Board of Directors and officers, from liability in connection with the Common Areas, the premiums for which shall be Common Expenses and included in the assessments made against the Members. The Association may also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board or any management company engaged by the Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Association, with the Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Association or management company during the time the bond is in force.

13.5 "Blanket" Insurance. The requirements of this Article may be met by way of the Association being an insured party under any coverage carried by the Declarant or under coverage obtained by the Association as long as such coverage is in accordance with the amounts and other standards dated in this Article.

#### ARTICLE 14.

#### INSURANCE ON SHARED COMPONENTS

Insurance covering the Shared Components shall be governed by the following provisions:

14.1 Purchase, Custody and Payment.

- (a) Purchase. All insurance policies described herein covering portions of the Shared Components shall be purchased by the Association and shall be issued either by an insurance company authorized to do business in Florida, or by a surplus lines carrier

reasonably acceptable to the Board and said policies must otherwise satisfy the requirements of the mortgage held by Declarant's Mortgagee on the date hereof..

- (b) Named Insured. The named insured under policies to be maintained by the Master Association shall be the Master Association, or such designee as may be designated by the Master Association, and as agent for the Association and the Owners of all Lots, without naming them, and as agent for the holders of any mortgage on a Lot, without naming them. The Association, Owners and the holders of any mortgage on a Lot shall be deemed additional insureds. Notwithstanding anything to the contrary contained herein, Declarant's Mortgagee shall be named an additional insured on all such policies and a loss payee on all such property insurance policies.

The Master Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Master Association fails or elects not to appoint such Trustee, the Master Association will perform directly all obligations imposed upon such Trustee by this Declaration.

- (c) Custody of Policies and Payment of Proceeds. All policies obtained by the Master Association pursuant to this Article 14 shall provide that payments for losses made by the insurer shall be paid to the Master Association and Declarant's Mortgagee, as their interests may appear.
- (d) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the policy holder upon request to the holders of any mortgage on a Lot or a Condominium Unit. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.
- (e) Personal Property and Liability. Except as specifically provided herein, the Master Association shall not be responsible to Owners to obtain insurance coverage upon the property lying within the boundaries of their Lot, including, but not limited to, Owner's personal property, nor insurance for the Owners' personal liability and expenses, nor for any other risks not otherwise required to be insured in accordance herewith.

14.2 Coverage. The Master Association shall maintain insurance covering the following:

- (a) Casualty. The Shared Components shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Association and approved by Declarant's Mortgagee. Such coverage shall afford protection against loss or damage by fire and other hazards covered by "all risks" coverage, and such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Shared Components in construction, location and use.
- (b) Windstorm and Flood Insurance. Windstorm and Flood Insurance covering the Shared Components, if so determined by the Association, in such amounts (and containing such deductibles) as the Association may determine from time to time.
- (c) Other Insurance. Such other or greater insurance as is required by the mortgage held by Declarant's Mortgagee as of the date hereof, as well as such other insurance as the Association shall determine from time to time to be desirable in connection with the Shared Components.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) as to property insurance policies, subrogation against the Association and against the Owners individually and as a group, (ii) pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Association (or any of its employees, contractors and/or agents), or one or more Owners or as a result of contractual undertakings. Additionally, each policy shall provide that

the insurance provided shall not be prejudiced by any act or omissions of individual Owners that are not under the control of the Association.

- 14.3 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Association may obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the applicable Shared Components (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.
- 14.4 Premiums. Premiums upon insurance policies purchased by the Association pursuant to this Article 14 shall be among the costs assessed against the Owners in accordance with the provisions of Article 10.4 above. Premiums may be financed in such manner as the Association deems appropriate.
- 14.5 Share of Proceeds. All insurance policies obtained by or on behalf of the Association pursuant to this Article 14 shall be for the benefit of the Association, Declarant's Mortgagee, the Owners and the holders of any mortgage on a Lot, as their respective interests may appear. The duty of the Association 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 Owners and the holders of any mortgage on the subject Lot(s) (or any leasehold interest therein).
- 14.6 Distribution of Proceeds. Proceeds of insurance policies required to be maintained by the Association pursuant to this Article 14 shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:
- (a) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the Owners, remittances to Lot Owners and their mortgagees being payable jointly to them.
  - (b) Disbursement of Reconstruction Funds. The proceeds of insurance collected on account of a casualty, and the sums collected from Lot Owners on account of such casualty, shall constitute a construction fund which shall be disbursed by the Board of the Association or Insurance Trustee, as applicable, in payment of the costs of reconstruction and repair only with the approval of a construction consultant, architect, contractor or engineer qualified to practice in Florida and employed by the Board of the Association or Insurance Trustee, as applicable, to supervise the work and disbursements. Disbursement of proceeds or other funds for the repair or restoration shall only be made in accordance with safeguards normally associated with construction loan disbursements, which shall include, without limitation, that the construction consultant, architect, contractor or engineer certify prior to any disbursement substantially the following: (i) that all of the work completed as of the date of such request for disbursement has been done substantially in accordance with the approved plans and specifications; (ii) that such disbursement request represents monies which either have been paid by or on behalf of the construction consultant, architect, contractor or engineer and/or are justly due to contractors, subcontractors, materialmen, engineers or other persons who have rendered or furnished certain services or materials for the work and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the respective amounts paid or due to each of said persons in respect thereof and stating the progress of the work up to the date of said certificate; (iii) that the sum then requested to be disbursed plus all sums previously disbursed does not exceed the cost of the work in relation to what has actually been completed through the date of the certificate; (iv) that no sums being requested to be disbursed have been the subject of any previous disbursement or any pending application for disbursement; (v) confirming receipt of all applicable lien waivers; and (vi) that the amount remaining for disbursement after the pending disbursement will be sufficient to complete the necessary repair or restoration.
  - (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or

repaired, the remaining proceeds shall be allocated among the Owners in accordance with their percentage shares of Assessment Points as set forth in Section 8.2 hereof (provided, however, if the damage suffered affects fewer than all Owners, the percentage shares shall be prorata allocated over only those Owners suffering damage from the applicable policies and proceeds in proportion to the amount of loss suffered by each affected Lot Owner) (the "Allocated Interests"), and distributed first to the holders of any mortgage on an insured Lot in amounts sufficient to pay off their mortgages, as their interests may appear, and the balance, if any, to the applicable Owner(s).

- 14.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Owner and for each owner of a mortgage or other lien upon a Lot and for each owner of any other interest in The Properties, subject to the terms of any mortgage held by Declarant's Mortgagee, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- 14.8 Owners' Personal Coverage. The insurance required to be purchased by the Associations pursuant to this Article 14 shall not cover claims against an Owner due to accidents occurring within such Owner's Lot, nor casualty or theft loss to the contents of an Owner's Unit or Lot. It shall be the obligation of the individual Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance required to be carried by the Association hereunder.
- 14.9 Benefit of Mortgagees. Certain provisions in this Article 14 are for the benefit of mortgagees of Lots and may be enforced by such mortgagees.

#### ARTICLE 15.

##### RECONSTRUCTION OR REPAIR OF SHARED COMPONENTS

15.1 Determination to Reconstruct or Repair Shared Components. Subject to the immediately following paragraph, in the event of damage to or destruction of the Shared Components as a result of fire or other casualty, the Board of the Association shall determine whether or not to repair and/or restore the Shared Components, and if a determination is made to effect restoration, the Association shall disburse the proceeds of all insurance policies required to be maintained by it under Article 14 to the contractors engaged in such repair and restoration in appropriate progress payments. Notwithstanding the above, in the event insurance proceeds are "sufficient" to repair or restore any Shared Components damaged or destroyed, the Association shall be required to effect such repair or restoration. For purposes of the preceding sentence, such proceeds shall be deemed "sufficient" if either (i) the proceeds, together with the amount of any deductible, are within \$500,000.00 of the total amount needed to effect such repairs or restoration, or (ii) if the total amount needed to effect the repairs or restoration is more than \$500,000.00 above the insurance proceeds and any deductibles under any applicable policies, and a Lot Owner (or combination of Lot Owners) elects to contribute the deficit in the repair funds for the use of the Insuring Owner to effect the repair or restoration.

Subject to the preceding paragraph, in the event the Association determines not to effect restoration to the Shared Facilities, the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Owners benefited by the insurance maintained by the Insuring Owner as set in Section 14.6(c) above; provided, however, that no payment shall be made to an Owner to the extent that the Owner's Lot is encumbered by a mortgage or other liens. To the extent that the Lot is so encumbered, the net proceeds allocable to such Lot shall be paid to the mortgage and lien holders in the order of priority of such mortgages and liens. Any balance of proceeds allocable to the Owner's Lot remaining after satisfaction of such mortgages and liens, if any, shall be paid to the Owner.

15.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of the Association.

15.3 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Board of the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Owners benefited by the insurance policy providing the proceeds for reconstruction by the Association (which shall be deemed to be assessments made in accordance

with, and secured by the lien rights contained in, Article 10.4 above) in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Shared Components shall be in proportion to all of the Owners' respective Allocated Interests.

15.4 Benefit of Mortgagees. Certain provisions in this Article 15 are for the benefit of mortgagees of Lots and may be enforced by any of them.

## ARTICLE 16

### MORTGAGEE PROTECTION

16.1 Mortgagee Protection. The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) The Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, By-Laws and rules and regulations and the books and records of the Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Association meetings, (iii) receive notice from the Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the By-Laws of the Association, which default is not cured within thirty (30) days after the Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Areas.

(b) Any holder, insurer or guarantor of a Mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Areas, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (iv) any proposed action which requires the consent of a specified number of Mortgage holders.

(c) Any holder, insurer or guarantor of a Mortgage on a Unit shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against any portion of the Common Areas and receive immediate reimbursement from the Association.

(d) Any holder, insurer or guarantor of a Mortgage on a Unit shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Areas or obtain, singly or jointly, new hazard insurance coverage on the Common Areas upon the lapse of a policy and, in either case, receive immediate reimbursement from the Association.

## ARTICLE 17

### ENCROACHMENTS; EASEMENTS

17.1 Encroachment. If (a) any portion of the Common Areas (or improvements constructed thereon) encroaches upon any other portion of a Lot or upon any Unit; (b) any portion of a Lot (or improvements constructed thereon) encroaches upon the Common Areas or any other Lot; or (c) any encroachment shall hereafter occur as the result of (i) construction of any improvement; (ii) settling or shifting of a any improvement; (iii) any alternation or repair to the Common Areas (or improvements thereon) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any improvement or portion of the Common Areas, then, in any such event, a valid easement is granted and shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

17.2 Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, Etc. Each portion of the Lot and the Common Areas shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines, and similar or related facilities located in the Lots and Common Areas and serving such portion thereof. Each portion of the Lots and Common Areas shall be subject to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace the pipes, wires, ducts,

vents, cables, conduits, utility lines and other similar or related facilities located in such portion of the Lots and Common Areas and serving other portions thereof.

17.3 Easements of Support. Whenever any structure included in the Common Areas adjoins any structure included in any other portion of The Properties, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

17.4 Pedestrian Easements. In addition to all of the covenants, conditions and easements recorded among the Public Records of the County, easements for public pedestrian ingress and egress are hereby reserved over and across any sidewalk bounding or crossing The Properties (or any portion of them) and/or for access to and from, and use and enjoyment of the Public Facilities. The Public Facilities are intended to be made available to persons who are not members of the Association and who are not Owners, or guests, tenants or invitees of Owners. The easements hereby reserved and granted in this subparagraph 17.4 are subject to the use rights granted to the Commercial Lot Owners in Section 6.3 above.

17.5 Construction and Sales. The Declarant (including its affiliates and its or their designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter The Properties and take all other action necessary or convenient for the purpose of undertaking and completing the construction thereof and/or the Future Development Property, or any part thereof, or any improvements, structures, homes, facilities and/or Units located or to be located thereon, and/or any improvements to be located adjacent thereto and for repair, replacement and maintenance or warranty purposes or where Declarant, in its sole discretion, determines that it is required or desires to do so. For as long as Declarant retains any ownership interest in any portion of The Properties or the Future Development Property, Declarant, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Areas for guest accommodations, model apartments and sales, construction, leasing, administration and development offices or sales centers, to show model Units and the Common Areas to prospective purchasers and tenants of Units or improvements to be constructed within The Properties and/or the Future Development Property, and to erect on The Properties and/or Common Areas signs and other promotional material to advertise Units or other portions of The Properties and/or Future Development Property for sale or lease.

## ARTICLE 18

### SPECIAL COVENANTS

18.1 Preamble. In recognition of the fact that certain special types of platting and/or construction require special types of covenants to accurately reflect the maintenance and use of the affected Lots and Units, the following provisions of this Article 18 shall apply in those cases where the below-described types of improvements are constructed within The Properties, subject, however, to variance pursuant to Section 2.2 of this Declaration. However, nothing herein shall necessarily suggest that Declarant will or will not, in fact, construct such types of improvements nor shall anything herein contained be deemed an obligation to do so.

18.2 Condominiums and Cooperatives. In the event that any portion of The Properties is submitted to the condominium or cooperative form of ownership, then the following special provisions shall apply:

(a) The board of directors of the condominium or cooperative association shall constitute the Neighborhood Association for such condominium or cooperative.

(b) For the purposes of complying with and enforcing the standards of maintenance contained herein, the condominium/ cooperative building and any appurtenant facilities shall be treated as a Unit and any other portion of the condominium/ cooperative shall be treated as an unimproved portion of the Lot, with the condominium/cooperative association to have the maintenance duties of an Owner as set forth herein. The condominium/cooperative association shall also be jointly and severally liable with its members for any violation of the use restrictions set forth in this Declaration or of rules and regulations of the Association.

(c) As distinguished from maintenance duties, assessments hereunder shall be levied against, and shall be secured by lien upon, each individual condominium or cooperative unit and shall be the direct obligation of the Owner thereof.

(d) With respect to the Architectural Control Committee: (i) no condominium or cooperative association shall make any improvements or alterations on or to the property under its jurisdiction without first having secured the approval of the Architectural Control Committee as provided herein and (ii) in the event that an individual Owner of a

condominium or cooperative unit(s) desires to make alterations to the exterior thereof, a request for the approval thereof shall be submitted to the Architectural Control Committee as required by this Declaration, but such request shall be accompanied by evidence that the condominium or cooperative association having jurisdiction thereover has already approved same, absent which approval the Architectural Control Committee shall not consider the submission and same shall be considered timely disapproved.

18.3 Rental Apartments. In the event that rental apartments are constructed on any portion of The Properties, then the following special provisions shall apply:

(a) The overall apartment project shall be deemed one Lot for purposes of the lien for assessments hereunder as well as architectural approvals, use restrictions and maintenance requirements as provided in this Declaration.

(b) While an apartment project shall not have a Neighborhood Association, the Owner thereof shall designate a Voting Member to cast the votes attributable to the apartment project by written notice to the Association given before the meeting at which the votes are to be cast, and said Owner shall have all of the rights and obligations of a Neighborhood Association hereunder.

(c) The Owner of an apartment project shall be jointly and severally liable with its tenants for any violations of this Declaration or the rules and regulations of the Association.

18.4 Commercial Property. In the event that any portion of The Properties is developed for commercial uses, then the following special provisions shall apply:

(a) The commercial portions under single ownership shall be deemed one Lot for purposes of the lien for assessments hereunder as well as architectural approvals, use restrictions and maintenance requirements as provided in this Declaration.

(b) While it is not anticipated that a commercial project shall have a Neighborhood Association, the Owner thereof shall designate a Voting Member to cast the votes attributable to the commercial project by written notice to the Association given before the meeting at which the votes are to be cast, and said Owner shall have all of the rights and obligations of a Neighborhood Association hereunder.

(c) The Owner of a commercial project shall be jointly and severally liable with its tenants for any violations of this Declaration or the rules and regulations of the Association.

## ARTICLE 19

### GENERAL PROVISIONS

19.1 Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Association, the Architectural Control Committee, Declarant (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Lots subject hereto and of 100% of the mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

19.2 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

19.3 Enforcement. Without limiting the generality of Article 11, enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

19.4 Interpretation. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

19.5 Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

19.6 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

19.7 Amendment. In addition, but subject, to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by Declarant, for so long as it or its affiliate holds title to any Lot or Unit affected by this Declaration; or alternatively, by an instrument signed by the President of the Master Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by a vote of at least 66-2/3% of the Members represented at a duly called meeting thereof, provided that so long as Declarant or its affiliates is the Owner of any Lot affected by this Declaration, Declarant's consent must be obtained if such amendment, in the sole opinion of Declarant, affects its interest. No amendment may be adopted which would affect the surface water management system, including environmental conservation areas, without the consent of the District. The District shall determine whether the amendment necessitates a modification of the current surface water management permit. If a modification is necessary, the District will advise the Association.

19.8 Conflict. This Declaration shall take precedence over conflicting provisions in Schedule "A" hereto and in the Articles of Incorporation and By-Laws of the Association and said Articles shall take precedence over the By-Laws and the rules set forth on Schedule "A".

19.9 Standards for Consent, Approval and Other Actions. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Declarant or its affiliates, the Association or the Architectural Control Committee, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Declarant or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Declarant or Association, as appropriate.

19.10 Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

19.11 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Areas to the public, or for any public use.

19.12 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot and/or Unit or other property located on or within The Properties, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot, Unit or other property.

19.13 Notices and Disclaimers as to Monitoring Systems and/or Patrols. Declarant, the Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of patrol and/or monitoring services. DECLARANT, THE ASSOCIATION, OPERATORS AND THEIR FRANCHISEES, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH PATROL AND/OR

MONITORING SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY ANY SUCH SYSTEMS ACKNOWLEDGES AND AGREES THAT DECLARANT, THE ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DECLARANT OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a patrol and/or monitoring service provider to perform any of its obligations with respect to patrol and/or monitoring services and, therefore, every owner or occupant of property receiving patrol and/or monitoring services agrees that Declarant, the Association or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of patrol and/or monitoring service or failure to respond to an alarm because of (a) any failure of the Owner's patrol and/or monitoring system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the patrol and/or monitoring service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the patrol and/or monitoring service provider. Every owner or occupant of property obtaining patrol and/or monitoring services further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the patrol and/or monitoring service provider or its officers, agents, or employees, the liability, if any, of Declarant, the Association, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, the Association or any franchisee, successor or designee of any of same or any Operator. Further, in no event will Declarant, the Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in cable television and other services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any patrol and/or monitoring system shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

**Owners may for some time in the future be disturbed by the noise, commotion and other unpleasant effects of nearby construction activity and impeded in using portions of the project by that activity.** Among other acts of God and uncontrollable events, hurricanes have occurred in South Florida and, The Properties are exposed to the potential damages of hurricanes, including, but not limited to, damages from storm surges and wind-driven rain. Water or other damages from this or other extraordinary causes shall not be the responsibility of the Developer and/or Declarant.

**19.14 NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE LOTS OR ANY PORTION OF THE COMMON AREAS, THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN DOCUMENTS WHICH MAY BE FILED BY DECLARANT FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. TO THE MAXIMUM EXTENT LAWFUL DECLARANT HEREBY DISCLAIMS ANY AND ALL AND EACH AND EVERY EXPRESS OR IMPLIED WARRANTIES, WHETHER ESTABLISHED BY STATUTORY, COMMON, CASE LAW OR OTHERWISE, AS TO THE DESIGN, CONSTRUCTION, SOUND AND/OR ODOR TRANSMISSION, EXISTENCE AND/OR DEVELOPMENT OF MOLDS, MILDEW, TOXINS OR FUNGI, FURNISHING AND EQUIPPING OF THE PROPERTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, COMPLIANCE WITH PLANS, ALL WARRANTIES IMPOSED BY STATUTE AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES OF ANY KIND OR CHARACTER.**

**AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE**

OF TITLE TO THEIR RESPECTIVE LOTS AND/OR UNITS (WHETHER FROM THE DECLARANT OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN SOUTH FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN THE LOTS, UNITS AND/OR OTHER PORTIONS OF THE PROPERTIES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A LOT OR UNIT, EACH OWNER SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED THE DEVELOPER AND DECLARANT FROM ANY AND LIABILITY RESULTING FROM SAME, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHICH MAY RESULT FROM, WITHOUT LIMITATION, THE INABILITY TO POSSESS ANY LOT OR UNIT, INCONVENIENCE, MOVING COSTS, HOTEL COSTS, STORAGE COSTS, LOSS OF TIME, LOST WAGES, LOST OPPORTUNITIES AND/OR PERSONAL INJURY). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LEAKS, ALLOWING DOORS AND/OR WINDOWS TO REMAIN OPEN, WET FLOORING AND MOISTURE WILL CONTRIBUTE TO THE GROWTH OF MOLD, MILDEW, FUNGUS OR SPORES. EACH UNIT OWNER, BY ACCEPTANCE OF A DEED, OR OTHERWISE ACQUIRING TITLE TO A UNIT, SHALL BE DEEMED TO HAVE AGREED THAT DECLARANT IS NOT RESPONSIBLE, AND THE DECLARANT HEREBY DISCLAIMS ANY RESPONSIBILITY FOR ANY ILLNESS OR ALLERGIC REACTIONS, PERSONAL INJURY OR DEATH WHICH MAY BE EXPERIENCED BY THE OWNER, ITS FAMILY MEMBERS AND/OR ITS OR THEIR GUESTS, TENANTS AND INVITEES AND TO ANY PETS OF PERSONS AFOREMENTIONED IN THIS SENTENCE, AS A RESULT OF MOLD, MILDEW, FUNGUS OR SPORES. IT IS THE OWNER'S RESPONSIBILITY TO KEEP THE LOT AND/OR UNIT CLEAN, DRY, WELL-VENTILATED AND FREE OF CONTAMINATION..

19.15 Covenants Running With The Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 19.1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with The Properties and with title to The Properties. Without limiting the generality of Section 19.5 hereof, if any provision or application of this Declaration would prevent this Declaration from running with The Properties as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with The Properties; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with The Properties as aforesaid) be achieved.

19.16 Mandatory Mediation of Disputes; Mandatory Arbitration. Prior to the institution of court litigation, the parties to a Dispute shall petition the Division for mandatory mediation. The mediation shall be conducted according to rules promulgated by the Division and before mediators employed by the Division. The filing of a petition for mediation shall toll the applicable statute of limitation for the applicable Dispute, until the mediation proceedings are completed. Mediation proceedings must be conducted in accordance with the applicable Florida Rules of Civil Procedure, and such proceedings are privileged and confidential to the same extent as court-ordered mediation. An arbitrator or judge may not consider any information or evidence arising from the mediation proceeding except in a proceeding to impose sanctions for failure to attend a mediation session. Persons who are not parties to the Dispute may not attend the mediation conference without the consent of all parties, except for counsel for the parties and a corporate representative designated by the Association. When mediation is attended by a quorum of the Board, such mediation is not a Board meeting for purposes of notice and participation set forth in the Bylaws. The Department shall conduct the proceedings through the use of Department mediators or refer the Dispute to private mediators who have been duly certified by the Department. The parties shall share the costs of mediation equally, including the fee charged by the mediator, if any, unless the parties agree otherwise. If a Department mediator is used, the Department may charge such fee as is necessary to pay expenses of the mediation, including, but not limited to, the salary and benefits of the mediator and any travel expenses incurred. The petitioner shall initially file with the Department upon filing the Dispute, the filing fee of then imposed by the Department, which shall be used to defray the costs of the mediation. At the conclusion of the mediation, the Department shall charge to the parties, to be shared equally unless otherwise agreed by the parties, such further fees as are necessary to fully reimburse the Department for all expenses incurred in the mediation.

If the mediation as described above is not successful in resolving all issues between the parties, the parties may file the unresolved Dispute in a court of competent jurisdiction or elect to enter into binding or nonbinding arbitration pursuant to the procedures set forth in Section 718.1255, Florida Statutes, and the rules adopted by the Division, with the arbitration proceedings to be conducted by a Department arbitrator or by a private arbitrator certified by the Department. If all parties do not agree to arbitration proceedings following an unsuccessful mediation, any party may file the Dispute in court. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. A final order resulting from nonbinding arbitration shall be deemed final if a complaint for trial de novo is not filed in a court of competent jurisdiction within thirty (30) days following the issuance of the final order.

Neither election disputes nor recall disputes are eligible for mediation; these disputes shall be arbitrated by the Department pursuant to the procedures set forth in Section 718.1255, Florida Statutes, and the rules adopted by the Division. At the conclusion of the proceeding, the Department shall charge the parties a fee in an amount adequate to cover all costs and expenses incurred by the Department in conducting the proceeding. Initially, the petitioner shall remit a filing fee in the amount then established by the Department. The fees paid to the Department shall become a recoverable cost in the arbitration proceeding and the prevailing party in the arbitration proceeding shall recover its reasonable costs and attorney's fees in an amount found reasonable by the arbitrator.

#### ARTICLE 20

##### DISCLAIMER OF LIABILITY OF ASSOCIATION

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY, THE CITY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS OR HER ACCEPTANCE OF TITLE TO HIS OR HER LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTIES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST DECLARANT AND/OR THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND

(Reserved for Clerk of Court)

ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF DECLARANT,  
WHICH SHALL BE FULLY PROTECTED HEREBY.

*\*\*\*Signatures are contained on the following page\*\*\**



**SCHEDULE "A"**  
**TO**  
**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**  
**FOR**  
**ICONBRICKELL**

1. The Common Areas and facilities, if any, shall not be obstructed nor used for any purpose other than the purposes intended therefor. No carts, bicycles, carriages, chairs, tables or any other similar objects shall be stored therein except in areas (if any) specifically designated for such purposes by the Board. The foregoing shall not, however, be applicable to Commercial Lots.

2. Employees of the Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

3. No motor vehicle which cannot operate on its own power shall remain on The Properties for more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon except as is necessary. No portion of the Common Areas may be used for parking purposes, except those portions specifically designed and intended therefor. Areas designated for guest parking shall be used only for this purpose and neither Owners nor occupants of Units shall be permitted to use these areas. Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Declaration, subject to applicable laws and ordinances.

4. No electronic equipment may be permitted in or on any Unit or Lot which interferes with reception of broadcast signals in another Unit or Lot.

5. An Owner who plans to be absent during the hurricane season must prepare his or her Unit and Lot prior to departure by designating a responsible firm or individual to care for his or her Unit and Lot should the Unit suffer hurricane damage and furnishing the Association with the name(s) of such firm or individual.

6. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within The Properties and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing recreation facilities (if any).

7. No hunting or use of firearms shall be permitted anywhere within The Properties.

8. Except as is otherwise permitted by the Master Covenants, no Owner may alter in any way any portion of the Common Areas, including, but not limited to, landscaping, without obtaining the prior written consent of the Architectural Control Committee.

9. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, on a Lot or on the Common Areas, other than as is reasonable, customary and within the limits established by applicable law.

10. No exterior storm shutters or similar installations shall be used on or for any Unit unless same is of the type approved by the Master Association and is installed in accordance with any guidelines established in such regard by the Master Association.

11. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of recreation facilities, if any, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his or her tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

12. Notwithstanding anything herein contained to the contrary, these rules and regulations shall not apply to the Declarant, nor its affiliates, agents or employees and contractors (except in such contractors' capacity as Owners), nor property while owned by either the Declarant or its affiliates. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

**JOINDER AND CONSENT**

The undersigned, TRG-Brickell Point West, Ltd., a Florida limited partnership, TRG-Brickell Point NE, Ltd., a Florida limited partnership and TRG-Brickell Point SE, Ltd., a Florida limited partnership, hereby join in and consent to the execution and recording of the foregoing Declaration of Covenants, Restrictions and Easements for IconBrickell (the "Declaration") and agree that The Properties (or such portion thereof owned by the undersigned) shall be bound by the terms and provisions of the Declaration, as same may hereafter be modified, amended and/or supplemented.

EXECUTED as of the 12 day of November, 2008.

Signed in the presence of:

**TRG-Brickell Point West, Ltd., a Florida limited partnership**

By: TRG-Brickell Point West, Inc., a Florida corporation, its general partner

Elena  
Name: Elena Garcia

By: Wm. R.  
William Thompson, Vice President

[CORPORATE SEAL]

Katrina Lopez  
Name: Katrina Lopez

Address: 315 South Biscayne Boulevard  
Miami, Florida 33131

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

The foregoing Joinder was acknowledged before me this 12 day of November, 2008, by William Thompson, as Vice President of TRG-Brickell Point West, Inc., a Florida corporation, General Partner of TRG-Brickell Point West, Ltd., a Florida limited partnership, on behalf of said entity(ies). He is personally known to me or produced \_\_\_\_\_ as identification.

 Mayda Pelaez  
Commission #DD437584  
Expires: JUNE 06, 2009  
WWW.AARONNOTARY.COM

Mayda Pelaez  
Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Public, State of Florida  
Commission No.: \_\_\_\_\_

(Notarial Seal)





**JOINDER AND CONSENT**

The undersigned, **City National Bank of Florida, a national banking corporation, as Trustee, under the provisions of that certain Land Trust Agreement, dated December 9, 2004, as amended, known as Trust No. 2401-1863-00**, hereby joins in and consents to the execution and recording of the foregoing Declaration of Covenants, Restrictions and Easements for IconBrickell (the "Declaration") and agrees that The Properties (or such portion thereof owned by the undersigned) shall be bound by the terms and provisions of the Declaration, as same may hereafter be modified, amended and/or supplemented.

EXECUTED as of the 12 day of November, 2008.

Signed in the presence of:

**City National Bank of Florida, a national banking corporation, as Trustee, under the provisions of that certain Land Trust Agreement, dated December 9, 2004, as amended, known as Trust No. 2401-1863-00**

  
Name: Mayra A. Espinola

By:   
William E. Shockett, **Executive Vice President** &  
Trust Officer

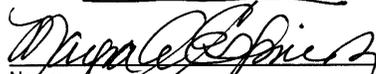
[CORPORATE SEAL]

Address: 25 West Flagler Street  
Miami, Florida 33130

  
Name: Barbara Rodriguez

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

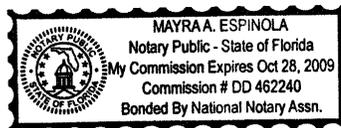
The foregoing Joinder was acknowledged before me this 12 day of November, 2008, by William E. Shockett, as Executive Vice President and Trust Officer of City National Bank of Florida, a national banking corporation, as Trustee, under the provisions of that certain Land Trust Agreement, dated December 9, 2004, as amended, known as Trust No. 2401-1863-00, on behalf of said entity. He is personally known to me or produced \_\_\_\_\_ as identification.

  
Name: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

Notary Public, State of Florida  
Commission No.: \_\_\_\_\_

(Notarial Seal)



**CONSENT OF MORTGAGEE**

THIS CONSENT is given as of the 19<sup>th</sup> day of Nov, 2008, on behalf of HSBC Realty Credit Corporation (USA) ("Mortgagee"), being the owner and holder of a mortgage (as same may be amended or modified from time to time, and including any and all other documents securing the indebtedness referenced in the mortgage, the "Mortgage") on all or portions of The Properties (as defined in the Master Declaration, as hereinafter defined).

WHEREAS, Mortgagee has been requested to consent to the recording of the Declaration of Covenants, Restrictions and Easements for ICONBRICKELL (the "Master Declaration").

NOW, THEREFORE, Mortgagee consents to the terms, conditions, easements and provisions of the Master Declaration and the recordation thereof and agrees that the lien and effect of the Mortgage shall be subject and subordinate to the terms of the Master Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Master Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the ICONBRICKELL (as defined in the Master Declaration), and does not assume and shall not be responsible for any of the obligations or liabilities of the Declarant contained in the Master Declaration or the prospectus, (if any) or other documents issued in connection with the promotion of ICONBRICKELL. None of the representations contained in the prospectus, (if any) or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. Except only as expressly provided herein, this consent does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Master Declaration.

Made as of the day and year first above written.

Witnessed by:

HSBC Realty Credit Corporation (USA)

[Signature]  
Name: Gregory J. Egan

By: Mark Nadler  
Name: MARK NADLER  
Title: VICE PRESIDENT

Joan K Johnson  
Name: JOAN K JOHNSON

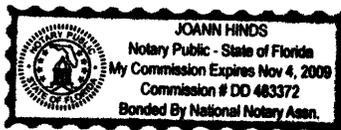
STATE OF Florida  
COUNTY OF Miami-Dade SS:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of NOVEMBER, 2008, by MARK NADLER as VICE PRESIDENT of HSBC Realty Credit Corporation (USA), on behalf of said CORPORATION. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Joann Hinds  
Name: JOANN HINDS

Notary Public, State of FLORIDA  
Commission No. \_\_\_\_\_

My Commission Expires:



MIA 180,258,803v1 11-3-08



Exhibit "A"

09/10/2008 11:28:59  
Division of Corporations

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Florida Department of State  
Division of Corporations  
Public Access System

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Account Number : 110432003053  
Phone : (561)694-8107  
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**FLORIDA PROFIT/NON PROFIT CORPORATION**

**ICONBRICKELL MASTER ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION  
OF  
ICONBRICKELL  
MASTER ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**1  
NAME**

The name of the corporation shall be **ICONBRICKELL MASTER ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

**2  
OFFICE**

The principal office and mailing address of the Association shall be at 315 South Biscayne Boulevard, Miami, Florida 33131, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**3  
PURPOSE**

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants, Restrictions and Easements for IconBrickell, recorded (or to be recorded) in the Public Records of Miami-Dade County Florida, as hereafter amended and/or supplemented from time to time (the "Declaration" or "Master Covenants"). All of the definitions set forth in the Master Covenants are hereby incorporated herein by this reference. The further objects and purposes of the Association are to preserve the values and amenities in The Properties and to maintain the Common Areas thereof for the benefit of the Owners who become Members of the Association.

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4  
DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Master Covenants, unless herein provided to the contrary, or unless the context otherwise requires.

5  
POWERS

The powers of the Association shall include and be governed by the following:

- 5.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida, except as expressly limited or restricted by applicable law, the terms of these Articles, the Master Covenants or the By-Laws.
- 5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate The Properties pursuant to the Master Covenants and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:
  - (a) To make and collect Assessments and other charges against members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.
  - (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Master Covenants.
  - (c) To maintain, repair, replace, reconstruct, add to and operate the Common Areas, Shared Components and other property acquired or leased by the Association in accordance with the provisions of the Master Covenants.
  - (d) To purchase insurance upon the Common Areas and Shared Components and insurance for the protection of the Association, its officers, directors and Owners.

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- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of The Properties and for the health, comfort, safety and welfare of the Owners.
- (f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be, but only to the extent, provided by the Master Covenants.
- (g) To enforce by legal means the provisions of the Master Covenants, these Articles, the By-Laws, the rules and regulations for the use of the Common Areas and applicable law.
- (h) To contract for the management and maintenance of the Common Areas and/or Shared Components and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas and/or Shared Components with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Association.
- (i) To employ personnel to perform the services required for the proper operation of the Common Areas and/or Shared Components.
- (j) To execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit by acceptance of a lien on said Unit, appoints and designates the President of the Association as such Owner's and mortgagee's agent and attorney-in-fact to execute any and all such documents or consents.

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- 3 -

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- 5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Master Covenants, these Articles and the By-Laws.
- 5.4 Distribution of Income: Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).
- 5.5 Limitation. Notwithstanding anything contained in the Declaration, the By-Laws or these Articles to the contrary, before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00), the Association must obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Master Covenants, the By-Laws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Master Covenants and By-Laws.

6

MEMBERS

- 6.1 Membership. The members of the Association shall consist of the Declarant and all of the record title Owners of Lots within The Properties from time to time, and after termination of The Properties, shall also consist of those who were members at the time of such termination, and their successors and assigns.
- 6.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.

Articles

.4.

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6.3 Voting. The Association shall have two (2) classes of voting membership:

Class A Members shall be all those Owners, as defined in Section 6.1, with the exception of the "Declarant" (as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify) and shall be entitled to cast the number of votes (including fractional votes) equal to the percentage obligation attributable to the Lots owned by such Owner for expenses of the Master Association. Notwithstanding the foregoing, Class A Members who are also members of a Neighborhood Association shall only vote through a Voting Member and said Class A Members shall be entitled to elect from among themselves, respectively, one Voting Member for each such respective Neighborhood Association, each such Voting Member to have and cast the number of votes equal to the aggregate of the votes entitled to be cast by the Owners represented by the Neighborhood Association. The first election of such Voting Member for a particular Neighborhood Association shall be conducted at or immediately following the meeting at which control of such Neighborhood Association is turned over to its members other than the developer/declarant (i.e., at which the non-developer/declarant members elect a majority of the board of directors) and prior to such time, the Voting Member for the members within the Neighborhood Association shall be the developer of the community governed by the Neighborhood Association. At such time, and at all times thereafter, the Neighborhood Association shall elect its Voting Member in the same manner as it elects its board of directors, subject to the same rules as those applicable to its directors as to the term of office, removal, replacement and other matters. In the event that the members of a Neighborhood Association do not elect a Voting Member, the President of such Association shall perform the duties of the Voting Member.

Class B Member. The Class B Voting Member shall be the Declarant, or a representative thereof, who shall have and cast one (1) vote in all Association matters, plus two (2) votes for each vote which may be cast, in the aggregate, by the Class A Members and/or Voting Members. Such Class B Voting Member may be removed and replaced by the Declarant in its sole discretion. The Class B membership shall cease and terminate at such time as the Declarant

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cleics, but in no event later than the time period set forth in Section 6.5 below.

All votes shall be exercised or cast in the manner provided by the Master Covenants and By-Laws.

- 6.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.
- 6.5 Proviso. Unless the Class B Voting Member elects to terminate the Class B Membership sooner, the Class B Membership shall cease and terminate three (3) months after ninety (90%) percent of the Units (as to any Lots that have been submitted to the condominium form of ownership) and Lots that will be operated ultimately by the Association (including those which may be within the Future Development Property, unless Declarant has put of record a written certification relinquishing the right to submit the Future Development Property to The Properties) have been conveyed to purchasers (other than purchasers who are builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale). The Declarant is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business five percent (5%) of the Units (as to any Lots that have been submitted to the condominium form of ownership) and Lots that will be operated ultimately by the Association (including those which may be within the Future Development Property, unless Declarant has put of record a written certification relinquishing the right to submit the Future Development Property to The Properties).

The Developer may transfer control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

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**7  
INCORPORATOR**

The name and address of the Incorporator of this Corporation is:

<u>NAME</u>	<u>ADDRESS</u>
Douglas Bischoff	315 South Biscayne Boulevard, Miami, Florida 33131

**8  
TERM OF EXISTENCE**

The Association shall have perpetual existence, unless dissolved in accordance with applicable law.

**9  
OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:

William P. Thompson	315 South Biscayne Boulevard, Miami, Florida 33131
---------------------	---

Vice President:

Matthew J. Allen	315 South Biscayne Boulevard, Miami, Florida 33131
------------------	---

Secretary/Treasurer

Jeffery Hoyos	315 South Biscayne Boulevard, Miami, Florida 33131
---------------	---

Article  
7.

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10  
DIRECTORS

- 10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors need not be members of the Association.
- 10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Master Covenants, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners through their Voting Members when such approval is specifically required.
- 10.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- 10.4 Term of Developer's Directors. The Declarant shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.
- 10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
William P. Thompson	315 South Biscayne Boulevard, Miami, Florida 33131

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Mathew J. Allen 315 South Biscayne Boulevard,  
Miami, Florida 33131

Jeffery Hoyos 315 South Biscayne Boulevard,  
Miami, Florida 33131

10.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

11  
**INDEMNIFICATION PROVISIONS**

11.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall

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not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

- 11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
- 11.3 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or 11.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.
- 11.4 Determination of Applicability. Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in

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subsection 11.1 or subsection 11.2. Such determination shall be made:

- (a) By the board of directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
- (c) By independent legal counsel:
  - 1. selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or
  - 2. if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- (d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph 10.5 shall evaluate the reasonableness of expenses and may authorize indemnification.

11.6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in

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advance upon such terms or conditions that the Board of Directors deems appropriate.

11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
- (b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or
- (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

11.9 Application to Court. Notwithstanding the failure of a Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of

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expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

- (a) The director, officer, employee, or agent is entitled to mandatory indemnification under subsection 11.3 in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
- (b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 11.7; or
- (c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 11.1, subsection 11.2, or subsection 11.7, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

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11.10 Definitions. For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

11.11 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

12  
BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Master Covenants.

13  
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

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- 13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).
- 13.3 Developer Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Developer may amend these Articles consistent with the provisions of the Master Covenants allowing certain amendments to be effected by the Developer alone.
- 13.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Miami-Dade County, Florida with an identification on the first page thereof of the book and page of said public records where the Master Covenants were recorded which contains, as an exhibit, the initial recording of these Articles.

**14**  
**INITIAL REGISTERED OFFICE;**  
**ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 11380 Prosperity Farms Road, Suite 221E, Palm Beach Gardens, Florida 33410, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Corporate Creations Network, Inc.

IN WITNESS WHEREOF, the Incorporator has affixed his signature this 25<sup>th</sup> day of AUGUST, 2008.

  
 \_\_\_\_\_  
 Douglas Bischoff, Incorporator

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE. NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

First -- That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of Miami-Dade, State of Florida, the Association named in the said articles has named Corporate Creations Network, Inc., located at 11380 Prosperity Farms Road, Suite 221 E, Palm Beach Gardens, Florida 33410, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Corporate Creations Network, Inc., as Registered Agent  
By: Valerie Hawk  
Name: Valerie Hawk  
Title: Special Secretary

DATED this 8<sup>th</sup> day of Sept, 2008

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**Exhibit "B"**  
**BY-LAWS**  
**OF**  
**ICONBRICKELL**  
**MASTER ASSOCIATION, INC.**  
***A Corporation Not for Profit***  
***Under the Laws of the State of Florida***

**1**  
**DEFINITIONS**

1.1 "Association" shall mean and refer to **ICONBRICKELL MASTER ASSOCIATION, INC.**, a nonprofit corporation organized and existing under the laws of the State of Florida.

1.2 The "Declaration" shall mean and refer to the **Declaration of Covenants, Restrictions and Easements for IconBrickell**, and all exhibits attached thereto, as same may be amended from time to time.

1.3 "Electronic Transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmissions of images, and text that is sent via electronic mail between computers. Notwithstanding the provision for electronic transmission of notices by the Association, same may be only be sent to Owners and/or Members that consent to receipt of Association notices by electronic transmission (and only for long as such consent remains in effect).

1.4 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article 6 of the Articles of Incorporation of the Association.

1.5 "The Properties" shall mean and refer to The Properties as defined in the Declaration.

1.6 All other definitions from the Declaration are incorporated herein by this reference.

**2**  
**BOOKS AND PAPERS**

2.1 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

**3**  
**MEMBERSHIP**

3.1 Membership of the Association is as set forth in Article 6 of the Articles of Incorporation of the Association.

3.2 The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, that portion of The Properties against which such assessments are made as provided in the Declaration.

**4**  
**BOARD OF DIRECTORS**

4.1 The Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by majority vote of all Voting Members present in person or who cast ballots at the annual meeting. Proxies shall not be used for voting for Directors.

4.2 Except as to vacancies resulting from removal of Directors by Members (as addressed below), vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by a majority vote of the remaining Directors at any Board meeting (even if the remaining Directors constitute less than a quorum), with the replacement Director serving the balance of the term of the vacating Board member, provided that all vacancies in directorships to which Directors were appointed by the Declarant shall be filled by the Declarant without the necessity of any meeting. Any director (other than a director designated by the Declarant) may be removed from office at any time with or without cause by a majority of the Voting Members. Board Directors may be recalled by an agreement in writing or by written ballot. The agreement in writing or the written ballots, or a copy thereof, shall be

served on the Association by certified mail or by personal service in the manner authorized by Chapter 48, Florida Statutes and the Florida Rules of Civil Procedure. The agreement in writing or ballot shall list at least as many possible replacement directors as there are directors subject to recall, when at least a majority of the Board is sought to be recalled, the person executing the recall instrument may vote for as many replacement candidates as there are directors subject to the recall. If a vacancy occurs in the Board as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors. If vacancies occur on the Board as a result of a recall and a majority of the Directors are removed, the vacancies shall be filled by members voting in favor of the recall, in the manner set forth above. Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by members other than the Declarant, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Declarant, shall be subject to removal by members other than the Declarant. The first Directors and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.

4.3 The first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

4.4 Subject to the provisions of Sections 4.6, 4.7 and 4.8 below, regular meetings of the Board of Directors may be held at any place or places within Miami-Dade, Broward or Palm Beach Counties, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate.

4.5 Subject to the provisions of Sections 4.6, 4.7 and 4.8 below, special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Miami-Dade, Broward or Palm Beach Counties, Florida, and at any time.

4.6 Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, regular and/or special meetings of the Board of Directors shall be open to all Owners, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Association at least forty eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notice of any meeting in which assessments against Lots are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such assessments. As an alternative to posting of notices, the Board may elect to broadcast the notice on a closed circuit cable television system serving the Association, if any. However, if broadcast notice is used in lieu of a notice posted physically on The Properties, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. In addition to the means of giving notice described in these By-Laws, the Association may give notice by electronic transmission, however, a member must consent in writing to receiving notice by electronic transmission.

4.7 Notice of a Board meeting at which: (i) assessments against Lots are to be considered; or (ii) the adoption, amending or revoking of rules that regulate the use of Lots are to be considered; or (iii) an item has been placed on the agenda by petition in accordance with Section 4.8 below, must be hand delivered, electronically transmitted or sent by regular mail to each Owner not less than fourteen (14) days prior to the date of the meeting. In addition, notice of any such meetings shall be posted conspicuously on the Properties or broadcast on a closed-circuit cable television system serving the Association not less than fourteen (14) days prior to the date of the meeting. The written notice shall state the time and place and the purpose(s) for which the meeting is called. In addition, in the case of written notice concerning changes to the rules that regulate the use of Lots, such notice must include a statement that the changes to the rules regarding the use of Lots will be considered at the meeting. However, if broadcast notice is used in lieu of a notice posted physically on the Properties, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Rules that regulate the use of Lots may not be adopted, amended, or revoked at a Board Meeting unless a written meeting notice including a statement that changes to the rules regarding the use of Lots will be considered at the meeting is provided to all Members in the manner described above.

4.8 If twenty percent (20%) of the total voting interest petition the Board to address an item of business, the Board shall at its next regular board meeting or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. Notice of such meeting shall be given in accordance with Section 4.7 above. Subject to the following and such further reasonable restrictions as

may be adopted from time to time by the Board, Owners shall have the right to speak on any matter placed on the agenda by petition of the voting interest. A Owner does not have the right to speak with respect to items not placed on the agenda by petition of the voting interest, provided, however, that the Board may permit an Owner to speak on such items in its discretion. Every Owner who desires to speak at a meeting may do so, provided that the Owner has filed a written request with the Secretary of the Association not less than 24 hours prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Owners speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker.

4.9 Directors (including affiliates of the Declarant) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Declarant resigns, said seat shall be filled by a replacement designated by the Declarant rather than by the remaining directors.

4.10 Directors may not vote by proxy or secret ballot, provided, however, that secret ballots may be used for the election of officers.

4.11 The Directors of the Association have a fiduciary duty to the Owners of Lots governed by the Association.

## 5 OFFICERS

5.1 Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

5.2 The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. The President shall have the general powers and duties of supervision and management of the Association which usually pertain to such office, and shall perform all such duties as are properly required of the President by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of the Vice President by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is appointed, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. The Secretary shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. The Treasurer shall enter on the books of the Association, to be kept by the Treasurer for that purpose, full and accurate accounts of all monies received by the Treasurer and paid by the Treasurer on account of the Association. The Treasurer shall sign such instruments as require the Treasurer's signature and shall perform all such duties as usually pertain to such office or as are properly required of the Treasurer by the Board of Directors.

5.3 Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

5.4 The officers of the Association have a fiduciary duty to the Owners of Lots governed by the Association.

## 6 MEETINGS OF MEMBERS

6.1 The regular annual meeting of the Members shall be held in the month of November in each year at such time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting. Notice of the regular annual meeting shall be given to the Members in the manner set forth in Section 6.3 below.

6.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon

written request of Voting Members who have a right to vote one-third (1/3) of all the votes of the entire membership, or who have a right to vote one-third (1/3) of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting. Notice of a special meeting shall be given to the Members in the manner set forth in Section 6.3 below.

6.3 Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to the Member at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days' in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided. Notice of an annual meeting need not set forth the nature of the business to be transacted. Notice of a special meeting, however, must include a description of the purpose or purposes for which the meeting is called. In addition to the means of giving notice described in these By-Laws, the Association may give notice by electronic transmission, however, a member must consent in writing to receiving notice by electronic transmission.

6.4 The presence in person or by proxy at the meeting of Voting Members entitled to cast 33 1/3% of the votes of the membership shall constitute a quorum for any action governed by these By-Laws. Unless a greater percentage is expressly required, decisions of the members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

6.5 Voting Members have the right to vote in person or by proxy. To be valid, a proxy must be in writing and be signed by the Voting Member and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxyholder may appoint, in writing, a substitute to act in the proxyholder's place.

6.6 Any Owner may tape record or videotape meetings of the Members, subject however to the rules established from time to time by the Board regarding such tapings.

6.7 Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Owners and Members shall have the right to speak at the annual and special meetings of the Members with reference to all items opened for discussion or designated on the agenda. Every Owner or Member who desires to speak at a meeting, may do so, provided that the Owner or Member has filed a written request with the Secretary of the Association not less than 24 hours prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Owners or Members speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker.

6.8 Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors) Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Roberts' Rules shall not be made so as to frustrate the will of the persons participating in said meeting.

## 7 AMENDMENTS

7.1 These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of 66-2/3% of Voting Members present and voting in person or by proxy, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered, provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Anything to the contrary herein notwithstanding, the Declarant shall have the absolute right to amend these By-Laws and the Articles of Incorporation as long as the Declarant or its affiliates owns any Lot governed by the Association without the consent of the Members or the Board.

7.2 In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

8  
OFFICIAL RECORDS

From the inception of the Association, the Association shall maintain each of the following, where applicable, which shall constitute the official records of the Association:

- (a) A photocopy of any plans, specifications, permits and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair or replace;
- (b) A photocopy of the By-Laws of the Association and all amendments thereto;
- (c) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (d) A photocopy of the Declaration and all amendments thereto;
- (e) A copy of the current Rules and Regulations of the Association;
- (f) The minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than 7 years;
- (g) A current roster of all Owners, their mailing addresses and Lot identifications. The Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notices sent by electronic transmission of those Members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association shall not be liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices;
- (h) All current insurance policies of the Association or a copy of each such policy, which policies shall be retained for a period of not less than 7 years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility;
- (j) Bids received by the Association for any work to be performed on behalf of the Association, which bids shall be retained for a period of not less than 1 year;
- (k) Financial and accounting records for the Association maintained in accordance with good accounting practices. All financial and accounting records shall be maintained for a period of not less than 7 years. The financial and accounting records shall include, but not be limited to:
  - (i) Accurate, itemized, and detailed records for all receipts and expenditures;
  - (ii) A current account and a periodic statement of the account for each member of the Association, designating the name and current address of each Member, the due date and amount of each Assessment, the date and amount of each payment on the account, and the balance due;
  - (iii) All tax returns, financial statements and financial records of the Association; and
  - (iv) Any other records that identify, measure, record or communicate financial information.
- (l) A copy of the disclosure summary described in Section 720.401(1), Florida Statutes.
- (m) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

**BOOKS AND PAPERS; FISCAL YEAR;  
MINUTES; BUDGETS; FINANCIAL REPORTS; CONTRACTS**

9.1 The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. If the Association has a photocopy machine available where the records are maintained, it must provide parcel owners with copies on request during the inspection if the entire request is limited to no more than 25 pages. The Association may adopt reasonable written rules regarding the frequency, time, location, notice, records to be inspected and manner of inspections, but may not impose a requirement that an Owner demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a Owner's right to inspect records to less than one eight-hour business day per month. The Association may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association may charge up to 50 cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside vendor and may charge the actual cost of copying. The Association shall maintain an adequate number of copies of the recorded Declaration, Articles, By-Laws and any rules to ensure their availability to Members and prospective Members. Notwithstanding the provisions of this Section 9.1, the following records shall not be accessible to members or Owners:

- (a) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege including any record prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation or imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.
- (b) Information obtained by an Association in connection with the approval of the lease, sale or other transfer of a Lot.
- (c) Disciplinary, health, insurance, and personnel records of the Association's employees.
- (d) Medical records of Owners or residents of the Properties.

9.2 The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.

9.3 Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

9.4 The Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

9.5 The Association shall prepare an annual financial report within sixty (60) days following the close of each fiscal year of the Association. The Financial Report shall be prepared in accordance with the rules adopted by the Division. The type of Financial Report to be prepared shall, unless modified in the manner set forth below, be based upon the Association's total annual revenues, as follows:

- (a) REPORT OF CASH RECEIPTS AND EXPENDITURES – if the Association's revenues are less than \$100,000.00 or if the Association operates less than fifty (50) Lots (regardless of revenue).
- (b) COMPILED FINANCIAL STATEMENTS – if the Association's revenues are equal to or greater than \$100,000.00, but less than \$200,000.00.
- (c) REVIEWED FINANCIAL STATEMENTS – if the Association's revenues are equal to or greater than \$200,000.00, but less than \$400,000.00.

(d) AUDITED FINANCIAL STATEMENTS – if the Association's revenues are equal to or exceed \$400,000.00.

A report of cash receipts and expenditures must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves maintained by the Association.

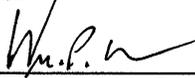
If twenty percent (20%) of the Owners petition the Board for a level of financial reporting higher than that required by this Section 9.5, the Association shall duly notice and hold a meeting of members within thirty (30) days of receipt of the petition for the purpose of voting on raising the level of reporting for that fiscal year. If approved by a majority of the total voting interests of the Association, the Association shall amend the budget or adopt a special assessment to pay for the financial report regardless of any provision to the contrary in the governing documents, and shall prepare, or cause to be prepared, within 90 days of the meeting or the end of the fiscal year, whichever occurs later: (i) a compiled, reviewed, or audited financial statement, if the Association is otherwise required to prepare a report of cash receipts and expenditures; (ii) a reviewed or audited financial statement if the Association is otherwise required to prepare a compiled financial statement; or (iii) an audited financial statement if the Association is otherwise required to prepare a reviewed financial statement.

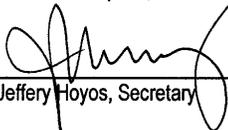
If approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may prepare or cause to be prepared: (i) a report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement; (ii) a report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or (iii) a report of cash receipts and expenditures, a compiled financial statement or a reviewed financial statement in lieu of an audited financial statement.

The Association shall provide each Member with a copy of the annual financial report or a written notice advising that a copy of the report is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

9.6 Any contract which is not to be fully performed within one (1) year from the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. Where a contract for purchase, lease or renting materials or equipment, or for the provision of services, requires payment by the Association that, in the aggregate exceeds ten percent (10%) of the total annual budget of the Association, including reserves, the Association shall obtain competitive bids for the materials, equipment or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association and contracts for attorney, accountant, architect, community association manager, engineering and landscape architect services and/or for materials, equipment and services provided to the Association under a local government franchise agreement by a franchise holder shall not be subject to the provisions hereof. The renewal of a contract awarded under these competitive bid procedures shall not require rebidding if the contract contains a provision that allows the Board to cancel the contract on 30 days' notice. Further, nothing contained herein: (i) is intended to limit the ability of the Association to obtain needed products and services in an emergency; (ii) shall apply if the business entity with which the Association desires to contract is the only source of supply within the County and/or (iii) shall excuse a party contracting to provide maintenance or management services from compliance with Section 720.309, F.S.

WE HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of said Association on the 5<sup>th</sup> day of November, 2008.

  
\_\_\_\_\_  
William Thompson, President

  
\_\_\_\_\_  
Jeffery Hoyos, Secretary

**Exhibit "C"**

*Legal Description of Common Areas*

The Common Areas shall consist of The Properties (which are legally described on Exhibit "E" to this Declaration) LESS AND EXCEPT the Initial Lots (which are initially legally described on Exhibit "D" to this Declaration)

**Exhibit "D"**

*Legal Description of the Initial Lots*

The Initial Lots are as follows:

- See Exhibit "1" to this Exhibit "D" for the legal description of IconBrickell Condominium No. One,
- See Exhibit "2" to this Exhibit "D" for the legal description of IconBrickell Condominium No. Two,
- See Exhibit "3" to this Exhibit "D" for the legal description of IconBrickell Condominium No. Three,
- See Exhibit "4" to this Exhibit "D" for the legal description of Commercial Lot, and
- See Exhibit "5" to this Exhibit "D" for the legal description of Commercial Lot 2

# ICONBRICKELL CONDOMINIUM NO. ONE

THIS IS A LEGAL DESCRIPTION AT BAYWALK LEVEL OF " ICONBRICKELL CONDOMINIUM NO.ONE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C. run N 65°54'48" E for 378.34 feet; to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 01°52'35" W for 30.17 feet; Thence N 88°07'25" E for 26.80 feet; Thence S 01°52'35" E for 30.17 feet; Thence S 88°07'27" W for 9.58 feet; Thence S 01°52'33" E for 2.67 feet; Thence S 88°07'29" W for 8.33 feet; Thence N 01°52'31" W for 2.66 feet; Thence S 88°08'33" W for 8.88 feet, to the Point of Beginning.

The above described parcel lies within elevation 6.07' N.G.V.D. to elevation 16.63' N.G.V.D., 1929

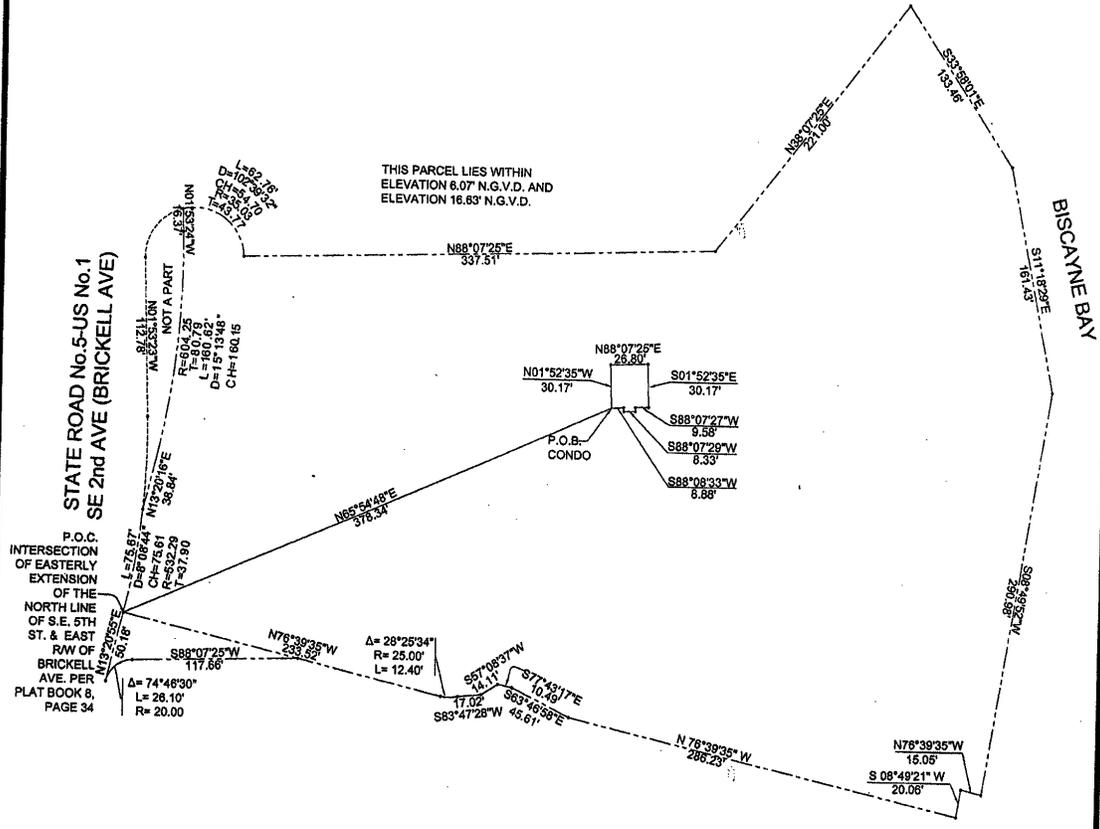
All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT BAYWALK LEVEL

EXHIBIT 1 to Exhib 1

SHEET /

# ICONBRICKELL CONDOMINIUM NO. ONE



THIS PARCEL LIES WITHIN  
ELEVATION 8.07' N.G.V.D. AND  
ELEVATION 16.83' N.G.V.D.

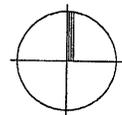
P.O.C.  
INTERSECTION  
OF EASTERLY  
EXTENSION  
OF THE  
NORTH LINE  
OF S.E. 5TH  
ST. & EAST  
RW OF  
BRICKELL  
AVE. PER  
PLAT BOOK 6,  
PAGE 34

NOT A PART  
R=604.25  
L=160.69  
D=15°13'48"  
CH=180.15

N88°07'25"E  
28.85'  
N01°52'35"W  
30.17'  
S01°52'35"E  
30.17'  
S88°07'27"W  
9.88'  
S88°07'29"W  
8.33'  
S88°08'33"W  
8.88'

N76°39'35"W  
235.82'  
Δ=28°25'34"  
R=25.00'  
L=12.40'  
S88°07'25"W  
117.66'  
Δ=74°48'30"  
L=26.10'  
R=20.00'

S57°08'31"W  
14.11'  
S77°43'17"E  
10.48'  
S63°46'59"E  
17.02'  
S83°47'28"W  
45.61'



50 0 50 100  
SCALE: 1:100

P.O.C.—POINT OF COMMENCEMENT  
P.O.B.—POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

# ICONBRICKELL CONDOMINIUM NO. ONE

THIS IS A LEGAL DESCRIPTION AT LOBBY LEVEL OF " ICONBRICKELL CONDOMINIUM NO.ONE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 65°11'18" E for 333.07 feet; to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 01°52'35" W for 12.30 feet; Thence N 88°07'25" E for 1.51 feet; Thence S 01°52'35" E for 1.75 feet; Thence N 88°07'25" E for 35.51 feet; Thence N 01°51'29" W for 3.83 feet; Thence N 88°08'31" E for 3.50 feet; Thence N 01°52'35" W for 67.33 feet; Thence S 88°07'25" W for 3.37 feet; Thence N 07°36'37" W for 3.34 feet; Thence N 82°29'58" E for 5.23 feet; Thence S 76°44'40" E for 15.32 feet; Thence N 72°21'47" E for 14.73 feet; Thence S 76°11'24" E for 14.79 feet; Thence N 73°00'01" E for 15.33 feet; Thence S 78°45'58" E for 17.63 feet; Thence N 54°23'05" E for 29.30 feet; Thence N 21°52'42" E for 14.42 feet; Thence N 44°20'58" E for 14.11 feet; Thence N 32°08'54" E for 14.41 feet; Thence N 53°59'05" E for 1.42 feet; Thence S 51°48'13" E for 25.00 feet; Thence N 38°07'26" E for 9.42 feet; Thence S 51°53'00" E for 7.61 feet; Thence N 38°07'00" E for 7.69 feet; Thence N 52°11'14" W for 19.84 feet; Thence N 38°07'55" E for 8.83 feet; Thence S 51°52'37" E for 25.83 feet; Thence S 37°56'58" W for 54.83 feet; Thence S 51°52'24" E for 38.33 feet; Thence S 37°46'02" W for 78.86 feet; Thence S 88°07'25" W for 51.91 feet; Thence S 01°52'35" E for 1.00 feet; Thence S 88°07'25" W for 104.99 feet, to the Point of Beginning.

The above described parcel lies within elevation 16.63' N.G.V.D. to elevation 31.61' N.G.V.D., 1929

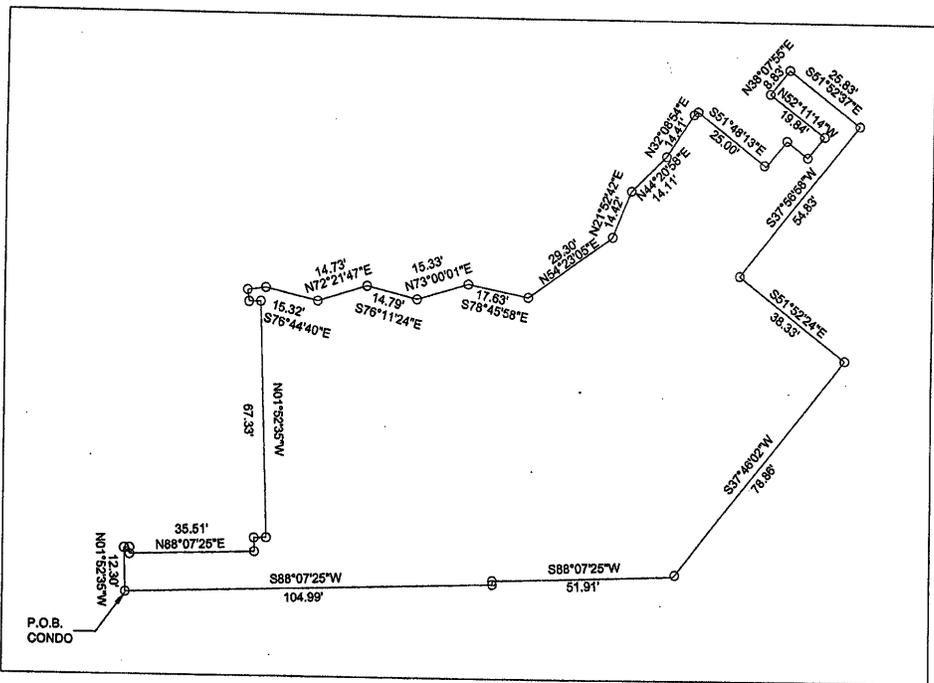
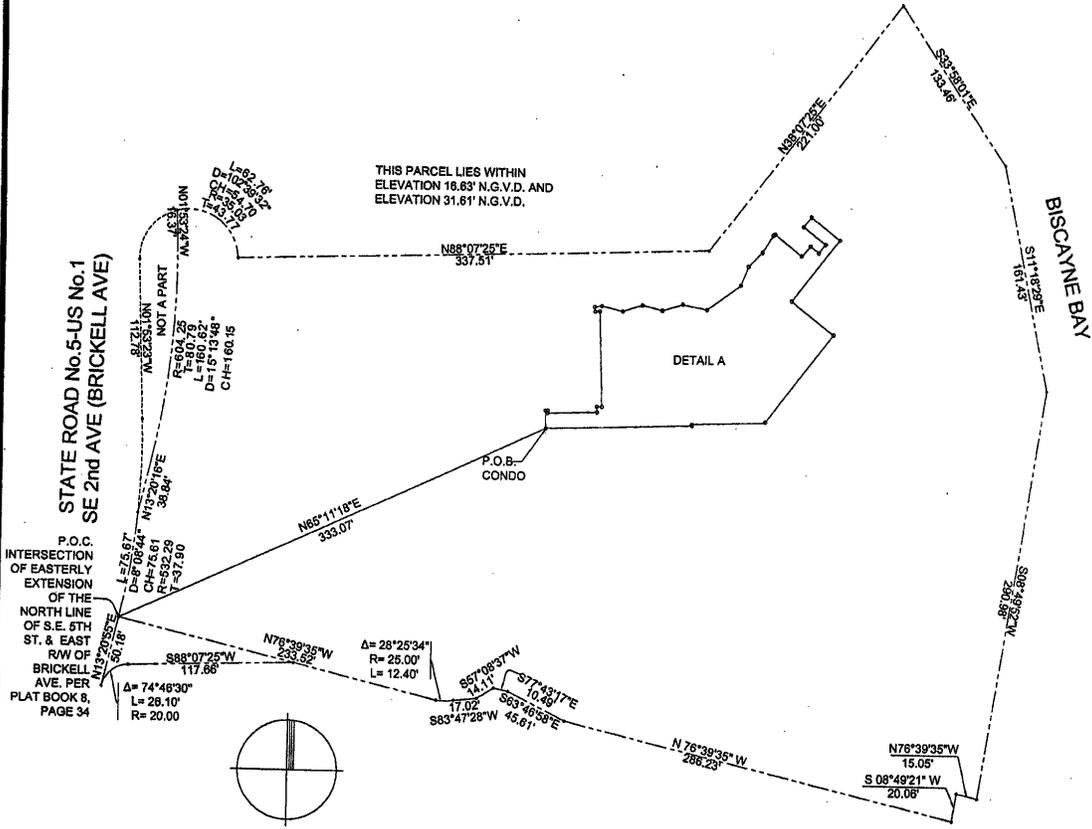
All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT LOBBY LEVEL

EXHIBIT 17 (Ckh D)

SHEET 3

# ICONBRICKELL CONDOMINIUM NO. ONE



P.O.C. - POINT OF COMMENCEMENT  
P.O.B. - POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

EXHIBIT 1 g C x h D LOBBY LEVEL LEGAL SKETCH

SHEET 4

# ICONBRICKELL CONDOMINIUM NO. ONE

THIS IS A LEGAL DESCRIPTION AT 3RD LEVEL OF " ICONBRICKELL CONDOMINIUM NO.ONE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 64°19'26" E for 322.07 feet; to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 01°52'35" W for 12.05 feet; Thence N 88°07'09" E for 13.19 feet; Thence N 06°39'42" E for 30.99 feet; Thence S 88°18'02" W for 8.18 feet; Thence N 01°52'35" W for 11.50 feet; Thence N 88°07'25" E for 9.93 feet; Thence N 06°45'52" E for 28.66 feet; Thence N 82°27'33" E for 30.39 feet; Thence S 76°53'50" E for 15.36 feet; Thence N 72°28'21" E for 14.71 feet; Thence S 76°02'56" E for 14.55 feet; Thence N 73°18'12" E for 15.52 feet; Thence S 78°45'59" E for 17.59 feet; Thence N 54°23'45" E for 29.20 feet; Thence N 22°14'02" E for 14.52 feet; Thence N 44°24'31" E for 14.03 feet; Thence N 32°09'42" E for 14.49 feet; Thence N 53°53'27" E for 1.19 feet; Thence S 51°52'33" E for 32.47 feet; Thence N 38°17'13" E for 17.35 feet; Thence N 51°52'03" W for 20.34 feet; Thence N 38°07'59" E for 8.67 feet; Thence S 51°52'35" E for 26.67 feet; Thence S 38°07'28" W for 55.67 feet; Thence S 51°52'19" E for 38.39 feet; Thence S 37°48'08" W for 78.02 feet; Thence S 88°07'25" W for 51.88 feet; Thence S 01°52'32" E for 1.00 feet; Thence S 88°07'28" W for 117.09 feet, to the Point of Beginning.

The above described parcel lies within elevation 31.61' N.G.V.D. to elevation 43.21' N.G.V.D., 1929

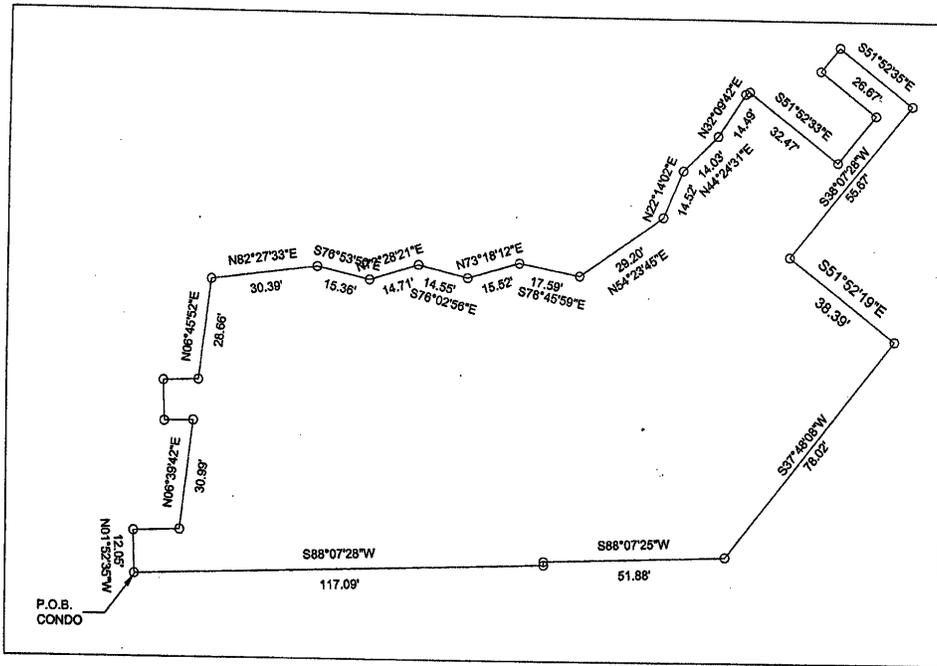
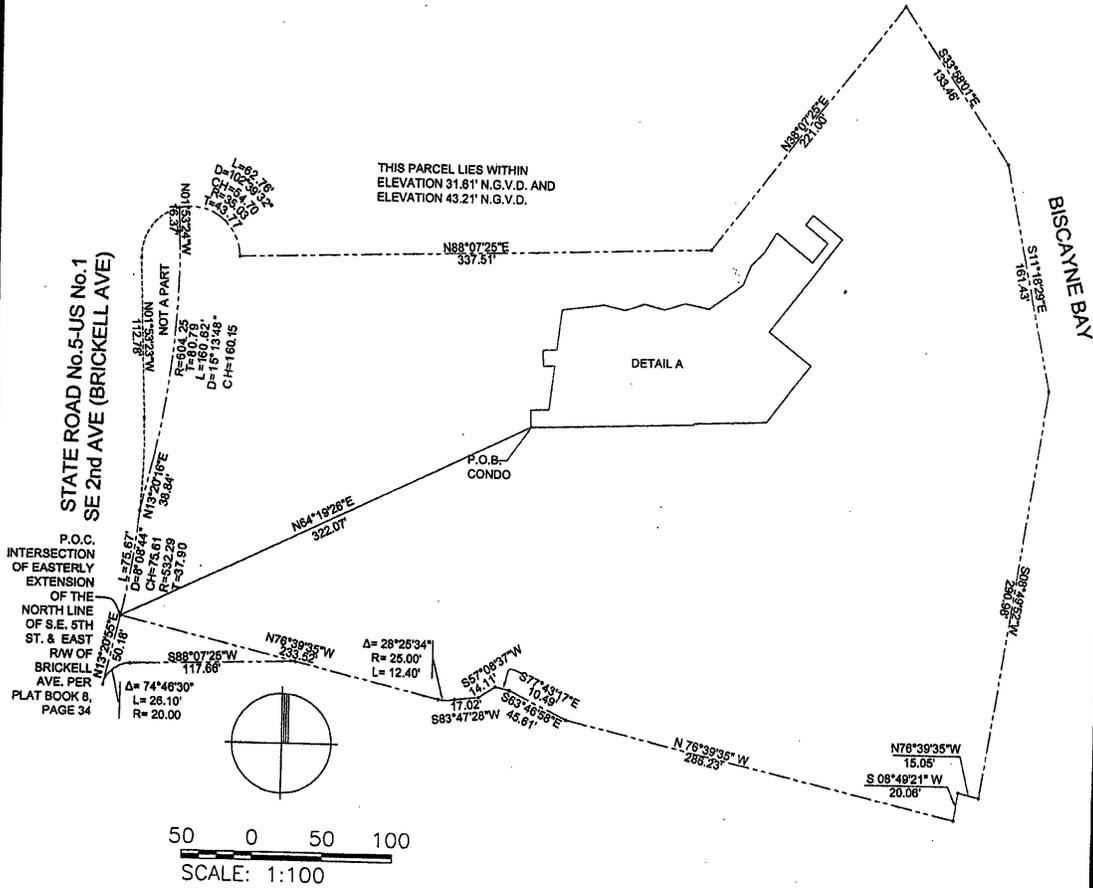
All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT 3RD LEVEL

EXHIBIT 1 g CkhD

SHEET 5

# ICONBRICKELL CONDOMINIUM NO. ONE



P.O.C.—POINT OF COMMENCEMENT  
P.O.B.—POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

EXHIBIT 1 g (chd) 3RD LEVEL LEGAL SKETCH

SHEET 6

# ICONBRICKELL CONDOMINIUM NO. ONE

THIS IS A LEGAL DESCRIPTION AT 4TH LEVEL OF "ICONBRICKELL CONDOMINIUM NO. ONE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 65°53'04" E for 371.37 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 01°52'35" W for 3.83 feet; Thence N 88°07'25" E for 3.50 feet; Thence N 01°50'16" W for 43.29 feet; Thence S 88°28'24" W for 31.99 feet; Thence N 06°45'32" E for 10.13 feet; Thence S 88°07'25" W for 1.51 feet; Thence N 06°46'04" E for 21.91 feet; Thence N 88°07'18" E for 112.34 feet; Thence N 38°07'25" E for 128.87 feet; Thence S 64°12'56" E for 87.52 feet; Thence S 38°07'25" W for 33.18 feet, to a Point of Curve of a circular curve to the right, said curve having for it's elements a Radius of 325.35 feet and a Delta of 30°02'20" and a Chord Bearing of S 12°26'47" E and a Chord Length of 168.63 feet, thence Southerly along the Arc of said curve for an Arc Distance of 170.57 feet; Thence N 87°20'15" W for 43.00 feet, to a Point of Curve of a circular curve to the left, said curve having for it's elements a Radius of 282.38 feet and a Delta of 26°06'40" and a Chord Bearing of N 10°29'40" W and a Chord Length of 127.58 feet, thence Northerly along the Arc of said curve for an Arc Distance of 128.69 feet; Thence N 51°52'36" W for 3.50 feet; Thence S 38°07'25" W for 6.14 feet; Thence N 51°52'35" W for 15.84 feet; Thence N 38°07'31" E for 6.14 feet; Thence N 51°52'35" W for 19.50 feet; Thence S 38°07'25" W for 62.79 feet; Thence S 51°53'44" E for 13.67 feet; Thence S 38°06'16" W for 9.19 feet; Thence S 01°52'35" E for 16.98 feet; Thence S 88°07'25" W for 65.09 feet; Thence N 01°52'35" W for 5.50 feet; Thence S 88°07'23" W for 2.37 feet; Thence N 01°52'37" W for 7.17 feet; Thence S 88°08'03" W for 28.79 feet; Thence S 01°52'35" E for 32.18 feet; Thence S 88°07'25" W for 33.37 feet, to the Point of Beginning.

The above described parcel lies within elevation 43.21' N.G.V.D. to elevation 53.00' N.G.V.D., 1929

All lying within the City of Miami, Miami-Dade County, Florida.

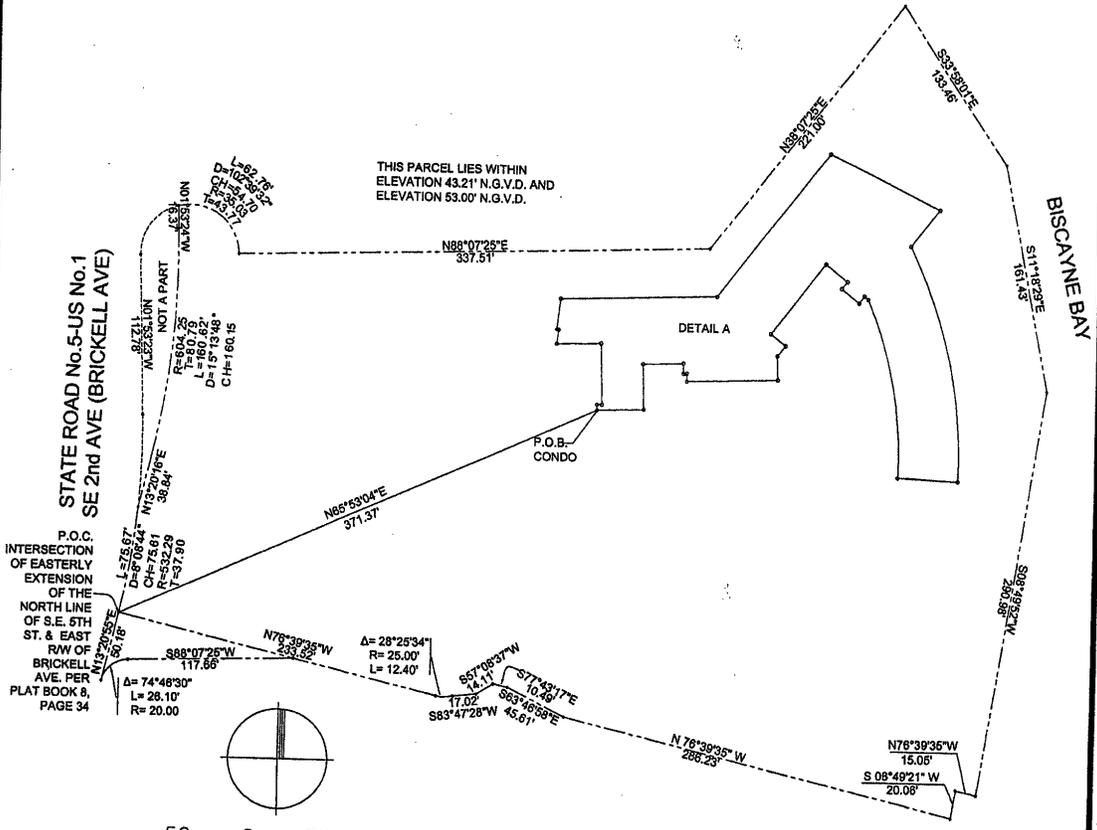
CONDOMINIUM LEGAL DESCRIPTION  
AT 4TH LEVEL

EXHIBIT 17

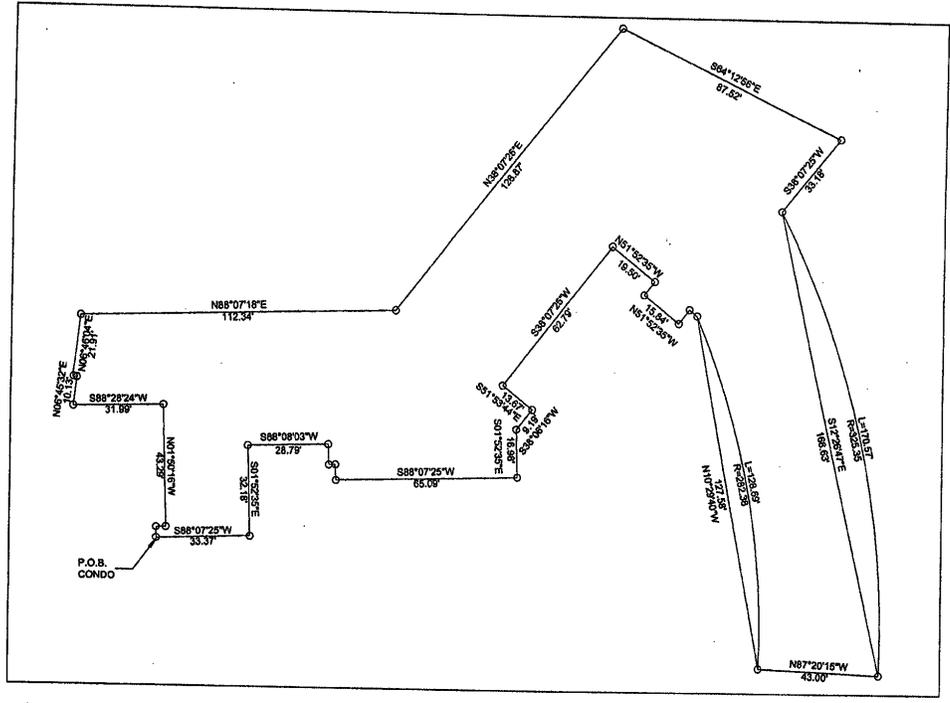
*Chh D*

SHEET 7

# ICONBRICKELL CONDOMINIUM NO. ONE



50 0 50 100  
SCALE: 1:100



**DETAIL A**  
25 0 25 50  
SCALE: 1:50

P.O.C.—POINT OF COMMENCEMENT  
P.O.B.—POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

EXHIBIT 17 (Chd)

**4TH LEVEL LEGAL SKETCH**

**SHEET 8**

# ICONBRICKELL CONDOMINIUM NO. ONE

THIS IS A LEGAL DESCRIPTION AT 5TH thru 10TH LEVELS OF " ICONBRICKELL CONDOMINIUM NO.ONE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 65°53'27" E for 371.38 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 01°52'35" W for 3.83 feet; Thence N 88°07'24" E for 3.50 feet; Thence N 01°50'16" W for 39.14 feet; Thence S 88°10'05" W for 32.47 feet; Thence N 06°45'40" E for 2.70 feet; Thence N 88°07'05" E for 1.96 feet; Thence N 01°53'01" W for 11.00 feet; Thence S 88°06'59" W for 1.97 feet; Thence N 06°45'28" E for 22.59 feet; Thence N 88°07'25" E for 112.34 feet; Thence N 38°07'31" E for 128.87 feet; Thence S 64°12'56" E for 87.52 feet; Thence S 38°07'25" W for 33.18 feet, to a Point of Curve of a circular curve to the right, said curve having for it's elements a Radius of 325.35 feet and a Delta of 30°02'20", a Chord Bearing of S12°26'47" E and a Chord Length of 168.63 feet, thence Southerly along the Arc of said curve for an Arc Distance of 170.57 feet; Thence N 87°20'15" W for 43.00 feet, to a Point of Curve of a circular curve to the left, said curve having for it's elements a Radius of 282.38 feet and a Delta of 26°06'40", a Chord Bearing of N 10°29'40" W and a Chord Length of 127.58 feet, thence Northerly along the Arc of said curve for an Arc Distance of 128.69 feet; Thence N 51°52'39" W for 10.66 feet; Thence S 38°07'03" W for 6.14 feet; Thence N 51°52'34" W for 8.68 feet; Thence N 38°07'31" E for 6.14 feet; Thence N 51°52'36" W for 19.50 feet; Thence S 38°07'25" W for 62.79 feet; Thence S 51°53'44" E for 1.34 feet; Thence S 38°07'24" W for 13.01 feet; Thence N 51°52'35" W for 8.33 feet; Thence S 38°06'59" W for 17.91 feet; Thence S 51°52'35" E for 3.32 feet; Thence S 38°07'25" W for 3.00 feet; Thence N 51°52'35" W for 4.00 feet; Thence N 38°07'25" E for 1.19 feet; Thence S 88°07'53" W for 64.77 feet; Thence S 01°52'35" E for 32.18 feet; Thence S 88°07'25" W for 33.37 feet, to the Point of Beginning.

The above described parcel lies within elevation 53.00' N.G.V.D. to elevation 111.53' N.G.V.D., 1929

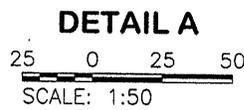
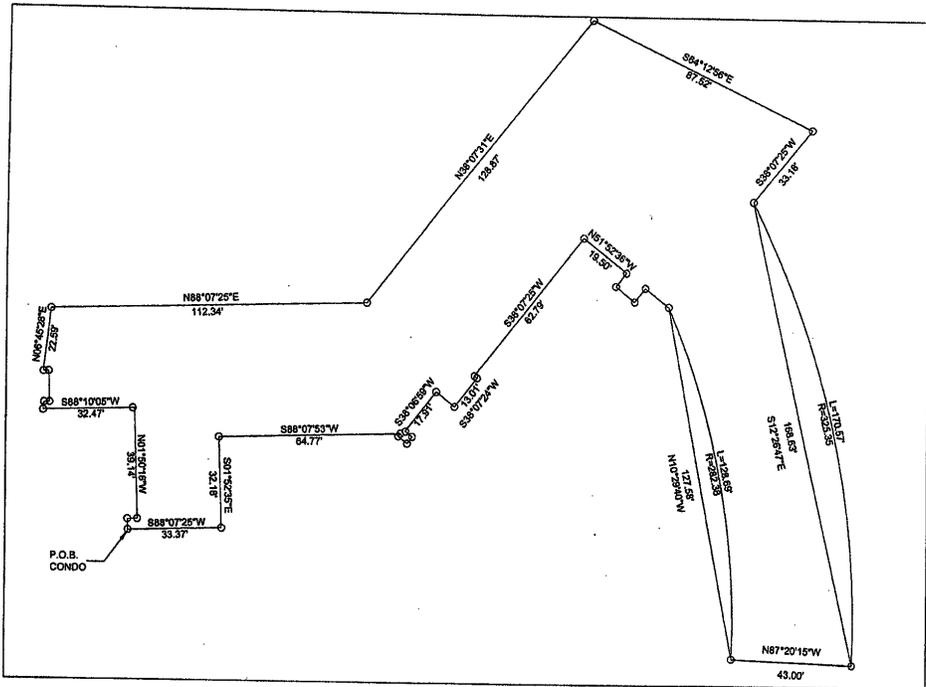
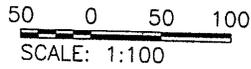
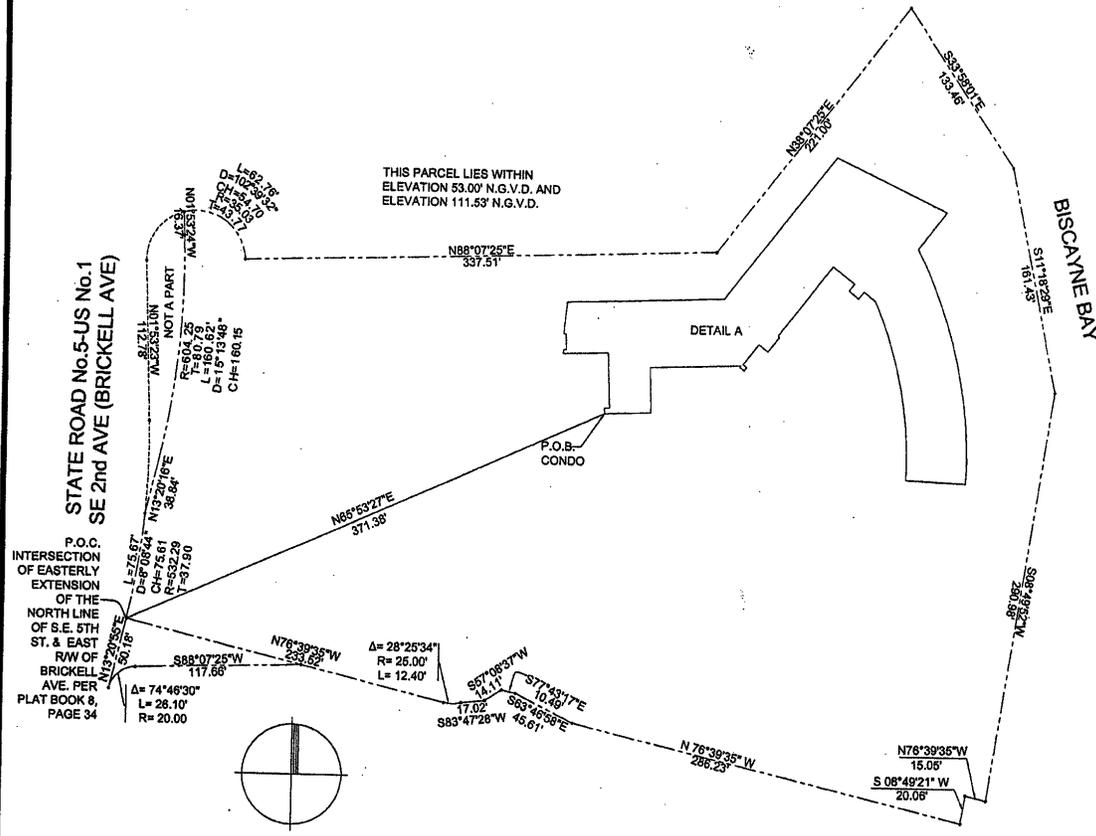
All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT 5TH-10TH LEVELS

EXHIBIT 1 of Exh D

SHEET 9

# ICONBRICKELL CONDOMINIUM NO. ONE



P.O.C.—POINT OF COMMENCEMENT  
 P.O.B.—POINT OF BEGINNING

NOTES:

For clarity purposes, some bearings and distances have been omitted intentionally.

EXHIBIT 17 (Exhi) 5TH-10TH LEVEL LEGAL SKETCH

SHEET 10

# ICONBRICKELL CONDOMINIUM NO. ONE

THIS IS A LEGAL DESCRIPTION AT 11TH LEVEL OF "ICONBRICKELL CONDOMINIUM NO. ONE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 65°53'27" E for 371.38 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 01°52'34" W for 3.83 feet; Thence N 88°06'55" E for 3.50 feet; Thence N 01°49'55" W for 39.14 feet; Thence S 88°10'05" W for 32.51 feet; Thence N 06°45'40" E for 2.70 feet; Thence N 88°07'05" E for 1.96 feet; Thence N 01°53'01" W for 11.00 feet; Thence S 88°06'59" W for 1.87 feet; Thence N 06°30'22" E for 22.57 feet; Thence N 88°07'25" E for 112.34 feet; Thence N 38°07'31" E for 128.87 feet; Thence S 64°12'56" E for 87.52 feet; Thence S 38°07'25" W for 33.18 feet; Thence S 26°21'30" E for 12.64 feet; Thence S 64°46'27" W for 20.46 feet; Thence N 51°11'35" W for 6.23 feet; Thence S 38°09'56" W for 3.84 feet; Thence N 51°52'31" W for 35.33 feet; Thence S 38°07'29" W for 83.00 feet; Thence S 51°52'39" E for 1.34 feet; Thence S 38°07'25" W for 13.01 feet; Thence N 51°52'35" W for 8.33 feet; Thence S 38°06'59" W for 17.91 feet; Thence S 51°52'35" E for 3.32 feet; Thence S 38°07'25" W for 3.00 feet; Thence N 51°52'35" W for 4.00 feet; Thence N 38°07'25" E for 1.19 feet; Thence S 88°07'25" W for 64.81 feet; Thence S 01°52'35" E for 32.17 feet; Thence S 88°07'25" W for 33.30 feet, to the Point of Beginning.

The above described parcel lies within elevation 111.53' N.G.V.D. to elevation 121.27' N.G.V.D., 1929

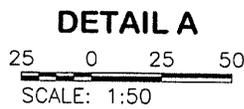
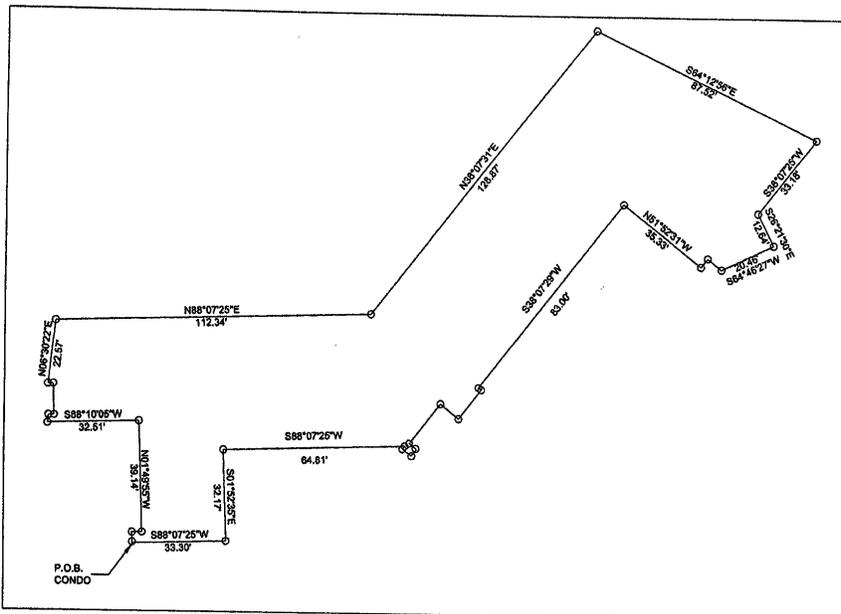
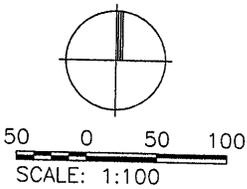
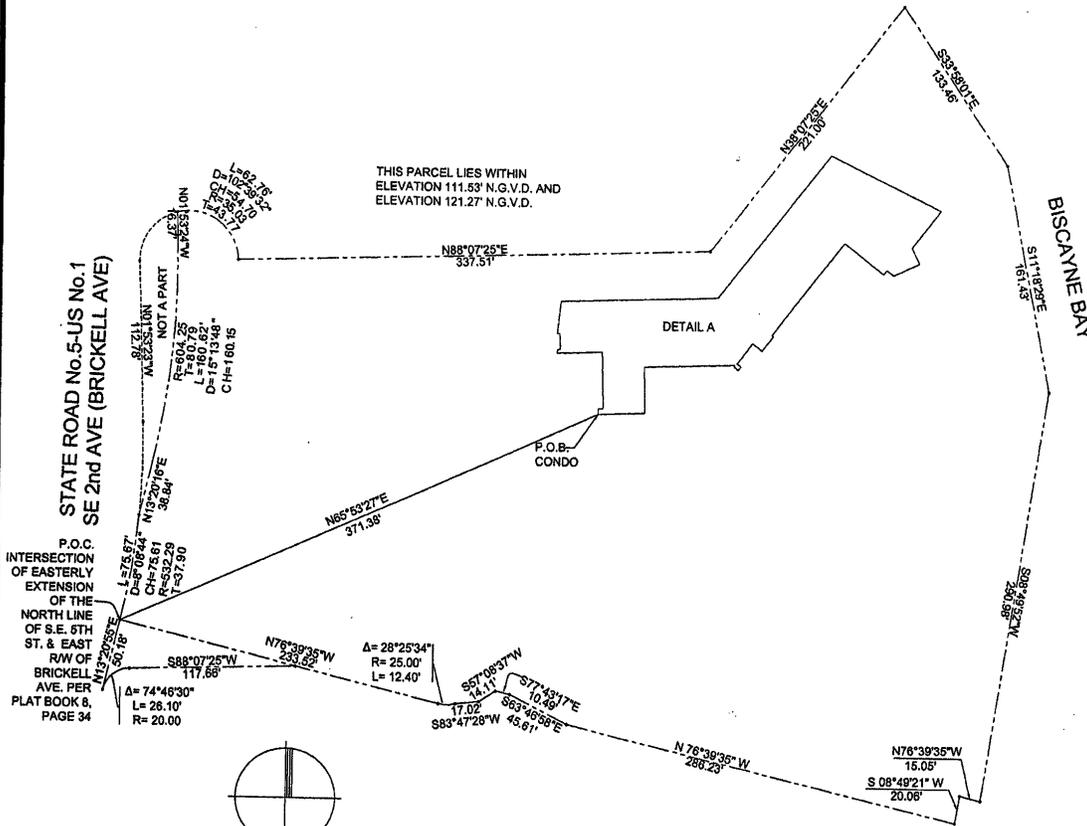
All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT 11TH LEVEL

EXHIBIT 1 *g e h d*

SHEET //

# ICONBRICKELL CONDOMINIUM NO. ONE



P.O.C.--POINT OF COMMENCEMENT  
P.O.B.--POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

# ICONBRICKELL CONDOMINIUM NO. ONE

THIS IS A LEGAL DESCRIPTION AT 12TH thru 14TH LEVELS OF " ICONBRICKELL CONDOMINIUM NO.ONE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 65°53'27" E for 371.38 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 01°53'46" W for 3.83 feet; Thence N 88°06'55" E for 3.50 feet; Thence N 01°53'05" W for 39.14 feet; Thence S 88°10'05" W for 32.47 feet; Thence N 06°45'40" E for 2.70 feet; Thence N 88°07'05" E for 1.96 feet; Thence N 01°53'08" W for 11.77 feet; Thence N 89°49'33" W for 1.85 feet; Thence N 06°45'37" E for 21.75 feet; Thence N 88°07'25" E for 112.34 feet; Thence N 38°07'25" E for 128.87 feet; Thence S 64°12'56" E for 87.52 feet; Thence S 38°07'25" W for 32.91 feet; Thence S 25°07'45" E for 12.76 feet; Thence S 64°46'31" W for 33.96 feet; Thence S 38°07'16" W for 5.67 feet; Thence N 51°52'30" W for 35.50 feet; Thence S 38°07'30" W for 69.00 feet; Thence S 51°52'35" E for 1.34 feet; Thence S 38°07'25" W for 13.01 feet; Thence N 51°52'35" W for 8.31 feet; Thence S 38°07'25" W for 17.91 feet; Thence S 51°52'35" E for 3.31 feet; Thence S 38°07'25" W for 3.00 feet; Thence N 51°52'35" W for 4.00 feet; Thence N 38°07'25" E for 1.20 feet; Thence S 88°07'25" W for 64.82 feet; Thence S 01°52'35" E for 32.17 feet; Thence S 88°07'25" W for 33.30 feet, to the Point of Beginning.

The above described parcel lies within elevation 121.27' N.G.V.D. to elevation 147.90' N.G.V.D., 1929

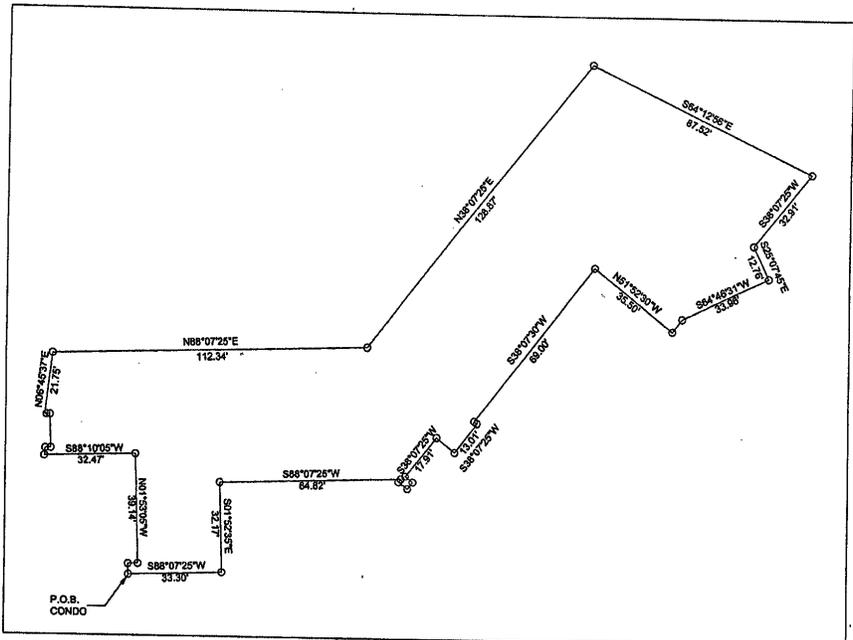
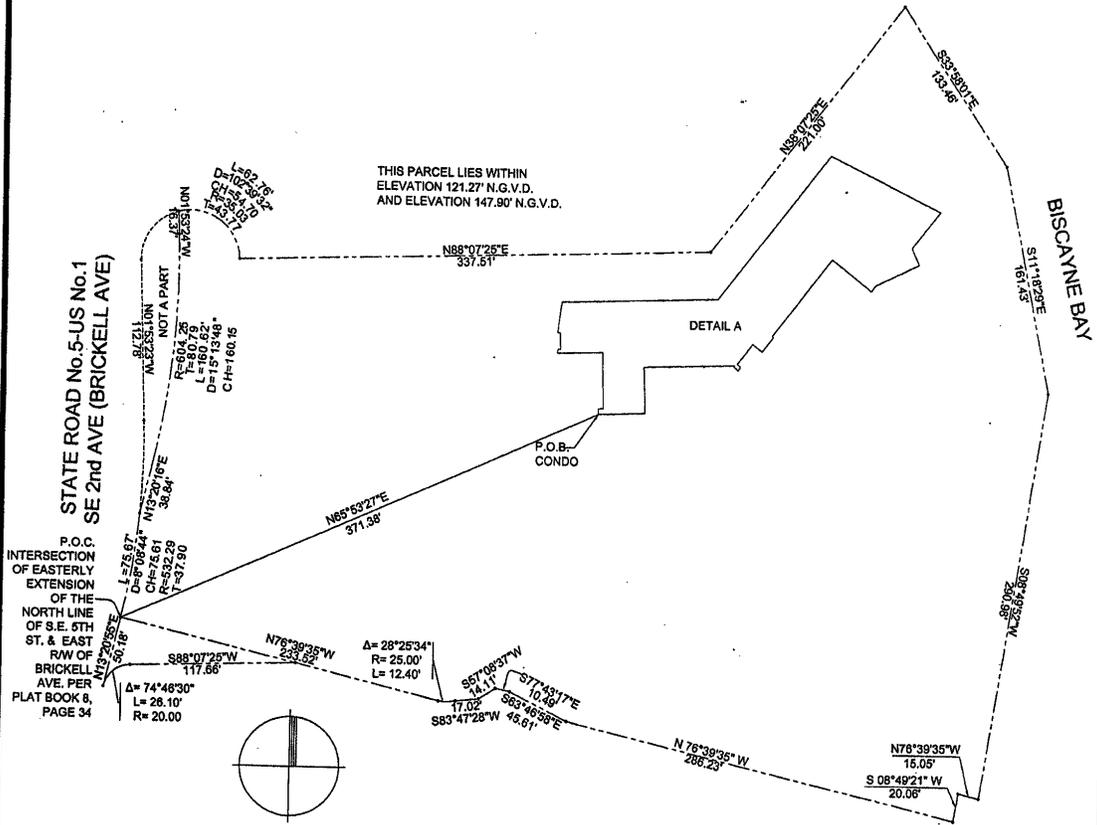
All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT 12TH-14TH LEVELS

EXHIBIT 19 (E&H)

SHEET 13

# ICONBRICKELL CONDOMINIUM NO. ONE



P.O.C.—POINT OF COMMENCEMENT  
 P.O.B.—POINT OF BEGINNING

NOTES:  
 For clarity purposes, some bearings and distances have been omitted intentionally.

EXHIBIT 17 (8b) 12TH-14TH LEVEL LEGAL SKETCH

SHEET 17

# ICONBRICKELL CONDOMINIUM NO. ONE

THIS IS A LEGAL DESCRIPTION AT 15TH LEVEL OF "ICONBRICKELL CONDOMINIUM NO. ONE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 65°41'44" E for 371.59 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 11°15'52" E for 2.65 feet; Thence N 88°07'25" E for 3.19 feet; Thence N 01°52'35" W for 67.33 feet; Thence S 88°07'25" W for 3.37 feet; Thence N 07°36'37" W for 3.34 feet; Thence N 82°29'58" E for 4.89 feet; Thence N 01°53'21" W for 4.03 feet; Thence N 88°06'39" E for 75.82 feet; Thence S 01°53'15" E for 1.02 feet; Thence N 88°06'45" E for 7.13 feet; Thence N 38°08'40" E for 3.19 feet; Thence N 51°51'20" W for 1.01 feet; Thence N 38°07'43" E for 126.14 feet; Thence S 64°12'56" E for 87.52 feet; Thence S 38°07'25" W for 1.71 feet; Thence N 64°12'56" W for 1.04 feet; Thence S 38°06'11" W for 31.90 feet; Thence S 26°27'02" E for 13.08 feet; Thence S 64°18'19" W for 22.36 feet; Thence N 51°52'35" W for 4.94 feet; Thence S 46°04'06" W for 21.80 feet; Thence S 51°52'35" E for 13.51 feet; Thence S 38°07'25" W for 93.29 feet; Thence S 82°49'15" W for 19.43 feet; Thence S 09°20'03" W for 1.55 feet; Thence S 88°07'25" W for 1.69 feet; Thence N 07°55'47" E for 1.54 feet; Thence S 83°39'59" W for 13.10 feet; Thence S 01°47'40" E for 0.50 feet; Thence S 88°12'20" W for 0.67 feet; Thence N 01°52'35" W for 4.04 feet; Thence N 83°51'11" W for 28.35 feet; Thence S 72°44'53" W for 15.08 feet; Thence N 77°21'24" W for 5.80 feet; Thence N 12°33'15" E for 2.46 feet; Thence N 88°07'51" E for 3.52 feet; Thence N 01°51'02" W for 29.17 feet; Thence S 88°07'25" W for 21.95 feet; Thence S 01°52'35" E for 3.55 feet; Thence S 88°07'25" W for 6.25 feet; Thence S 01°56'42" E for 29.46 feet; Thence N 83°07'39" W for 13.95 feet; Thence S 79°48'35" W for 14.70 feet; Thence N 78°35'08" W for 5.44 feet, to the Point of Beginning.

The above described parcel lies within elevation 147.90' N.G.V.D. to elevation 163.80' N.G.V.D., 1929

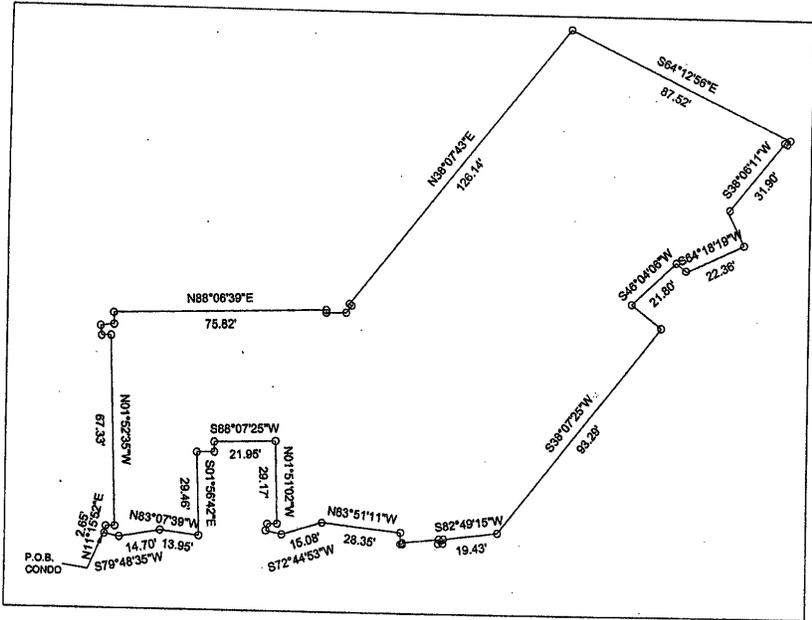
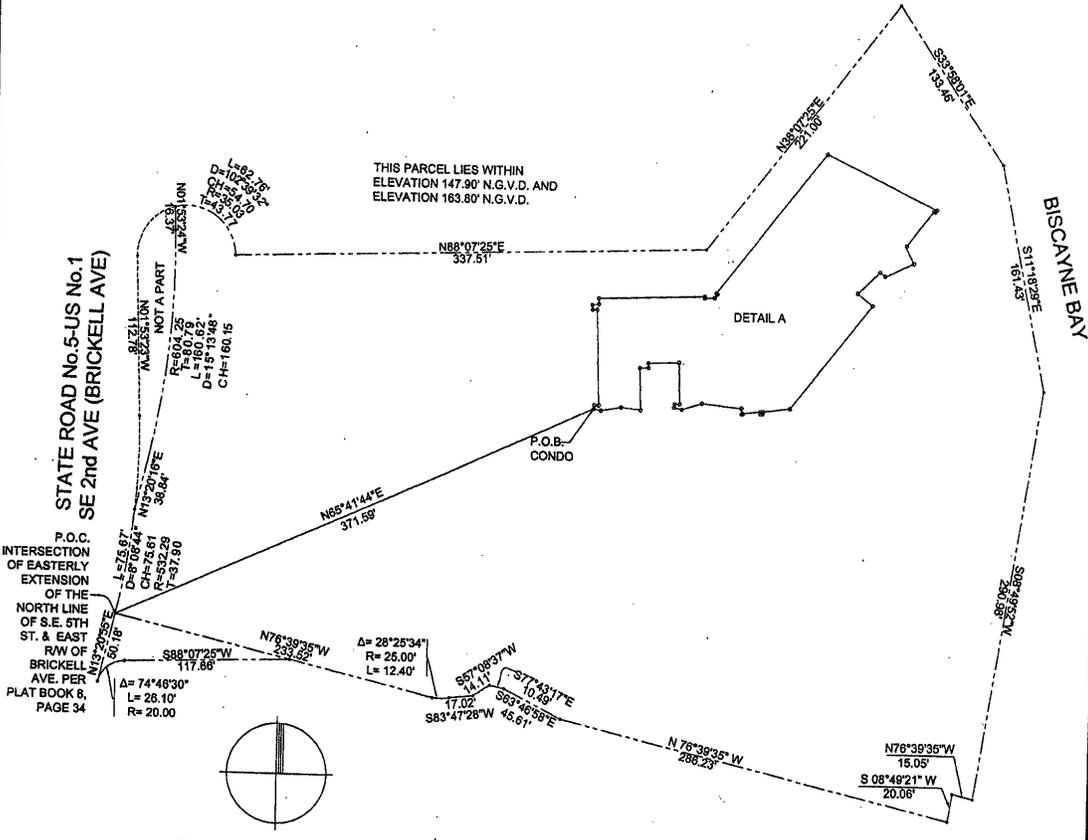
All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT 15TH LEVEL

EXHIBIT 17 GSD

SHEET 5

# ICONBRICKELL CONDOMINIUM NO. ONE



P.O.C.—POINT OF COMMENCEMENT  
P.O.B.—POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

**DETAIL A**  
Scale: 1:50

# ICONBRICKELL CONDOMINIUM NO. ONE

THIS IS A LEGAL DESCRIPTION AT 16TH thru 56TH LEVELS OF " ICONBRICKELL CONDOMINIUM NO.ONE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 64°04'40" E for 335.05 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 06°45'39" E for 83.95 feet; Thence N 88°07'11" E for 112.35 feet; Thence N 38°07'29" E for 128.86 feet; Thence S 64°12'56" E for 87.52 feet; Thence S 38°07'24" W for 174.10 feet; Thence N 66°55'53" W for 13.80 feet; Thence S 07°55'47" W for 13.74 feet; Thence S 88°07'25" W for 158.54 feet, to the Point of Beginning.

The above described parcel lies within elevation 163.80' N.G.V.D. to elevation 583.97' N.G.V.D., 1929

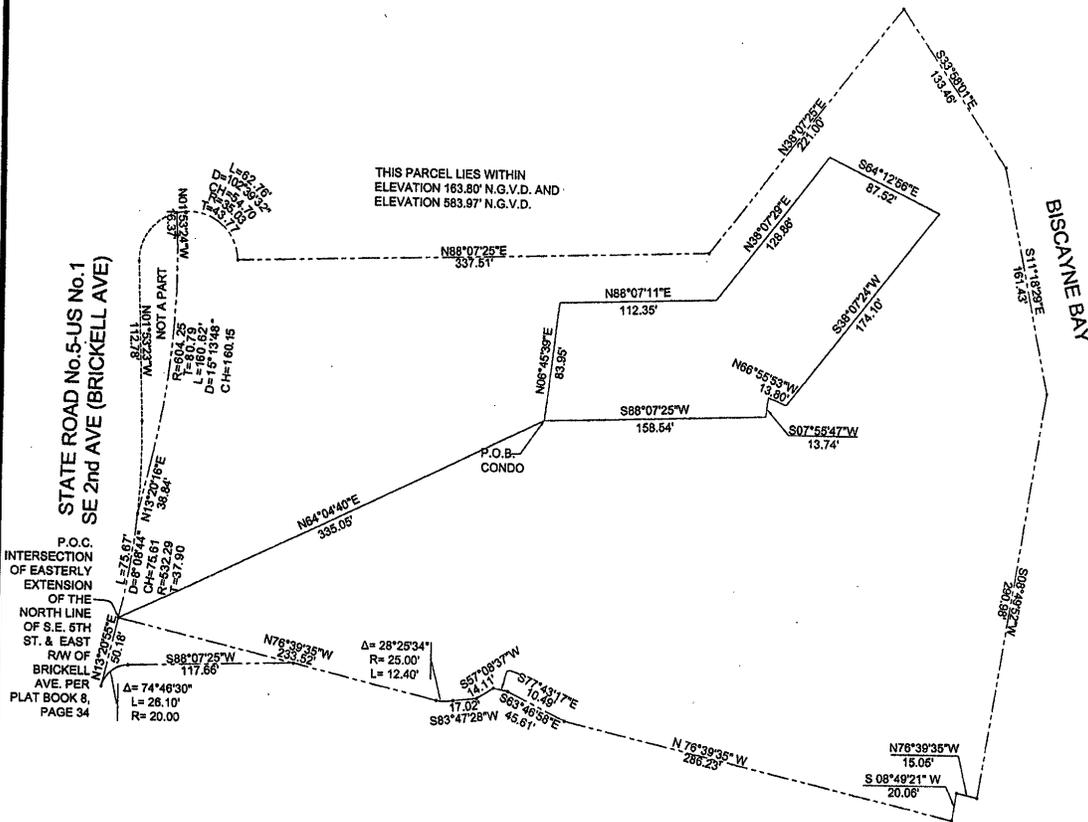
All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT 16TH-56TH LEVELS

EXHIBIT 1g Ech D

SHEET 7

# ICONBRICKELL CONDOMINIUM NO. ONE



P.O.C.—POINT OF COMMENCEMENT  
 P.O.B.—POINT OF BEGINNING

NOTES:  
 For clarity purposes, some bearings and distances have been omitted intentionally.

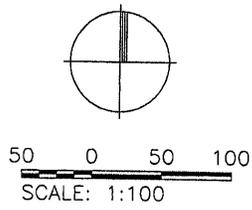


EXHIBIT 17 *gchd* 16TH-56TH LEVEL LEGAL SKETCH

SHEET 18

**ICONBRICKELL CONDOMINIUM NO. ONE**

THIS IS A LEGAL DESCRIPTION AT 57TH thru INFINITY LEVELS OF "ICONBRICKELL CONDOMINIUM NO. ONE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 71°22'39" E for 500.59 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 67°02'46" W for 88.59 feet; Thence N 38°07'25" E for 178.58 feet; Thence S 64°12'56" E for 87.52 feet; Thence S 38°07'25" W for 174.10 feet, to the Point of Beginning.

The above described parcel lies within elevation 583.97' N.G.V.D. to Infinity.

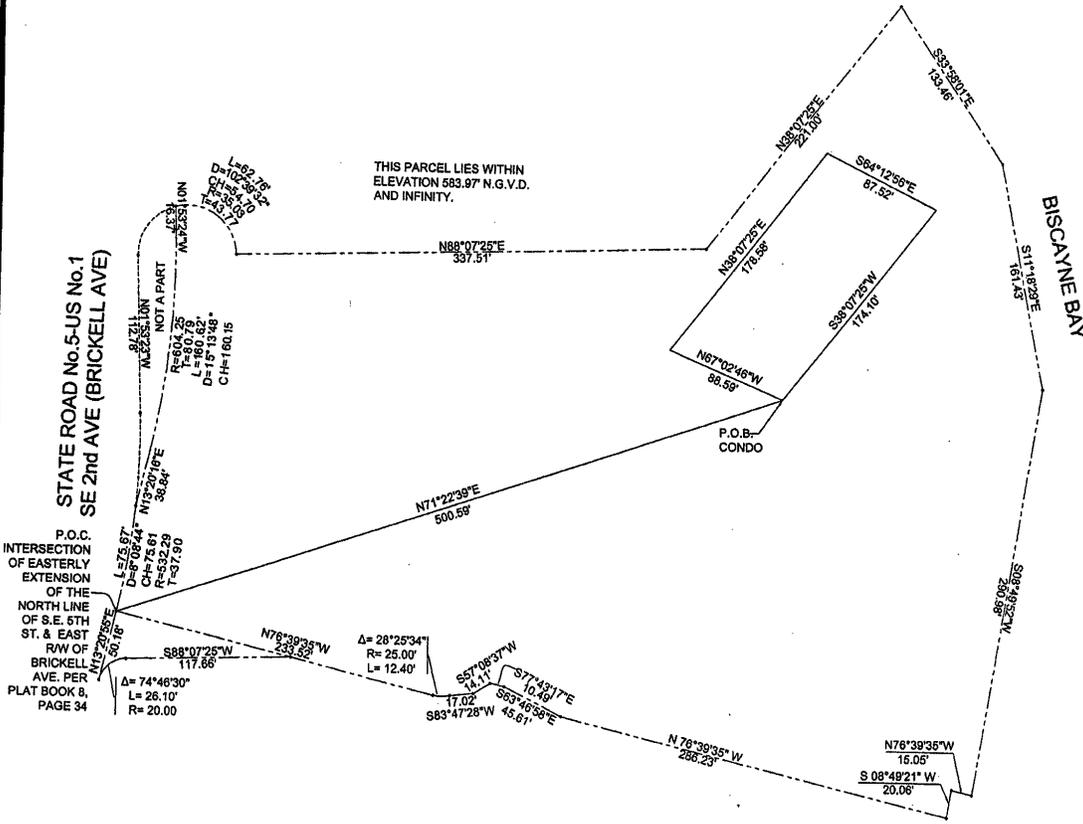
All lying within the City of Miami, Miami-Dade County, Florida.

**CONDOMINIUM LEGAL DESCRIPTION  
AT 57TH - INFINITY LEVELS**

EXHIBIT 1 of Exhibit

SHEET 9

# ICONBRICKELL CONDOMINIUM NO. ONE



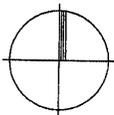
THIS PARCEL LIES WITHIN  
ELEVATION 583.97' N.G.V.D.  
AND INFINITY.

STATE ROAD No. 5-US No. 1  
SE 2nd AVE (BRICKELL AVE)

BISCAYNE BAY

P.O.B.  
CONDO

P.O.C.  
INTERSECTION  
OF EASTERLY  
EXTENSION  
OF THE  
NORTH LINE  
OF S.E. 5TH  
ST. & EAST  
RW OF  
BRICKELL  
AVE. PER  
PLAT BOOK 8,  
PAGE 34



50 0 50 100  
SCALE: 1:100

P.O.C.--POINT OF COMMENCEMENT  
P.O.B.--POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

EXHIBIT 1 (g & h) 57TH-INFINITY LEVEL LEGAL SKETCH

SHEET 20

# ICONBRICKELL CONDOMINIUM NO. TWO

THIS IS A LEGAL DESCRIPTION AT BAYWALK LEVEL OF " ICONBRICKELL CONDOMINIUM NO.TWO", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C. run S 85°15'52" E for 373.55 feet; to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 13°36'42" E for 24.39 feet; Thence S 76°23'18" E for 7.99 feet; Thence S 13°36'42" W for 18.17 feet; Thence S 76°23'18" E for 45.82 feet; Thence N 13°36'42" E for 33.17 feet; Thence S 76°23'18" E for 31.03 feet; Thence S 13°36'42" W for 33.17 feet; Thence S 76°23'18" E for 9.99 feet; Thence S 13°40'51" W for 6.33 feet; Thence N 76°19'09" W for 94.82 feet, to the Point of Beginning.

Together with the following described parcel;

From the aforementioned P.O.C. run S 83°53'26" E for 489.10 feet to the Point of Beginning of a parcel hereinafter described; Thence from said P.O.B. run N 13°36'42" E for 16.50 feet; Thence N 76°23'18" W for 2.58 feet; Thence N 13°36'42" E for 15.72 feet; Thence N 84°38'59" E for 24.45 feet; Thence S 76°22'56" E for 17.96 feet; Thence S 13°36'42" W for 11.04 feet; Thence S 76°23'18" E for 7.83 feet; Thence N 13°36'51" E for 4.04 feet; Thence S 76°23'09" E for 9.58 feet; Thence S 22°04'33" W for 3.54 feet; Thence N 76°22'47" W for 2.73 feet; Thence S 13°36'42" W for 0.54 feet; Thence S 76°25'47" E for 29.21 feet; Thence S 24°25'21" W for 7.82 feet; Thence N 76°23'18" W for 47.24 feet; Thence S 13°36'48" W for 21.46 feet; Thence N 76°23'12" W for 33.17 feet, to the Point of Beginning.

The above described parcels lie within elevation 6.20' N.G.V.D. to elevation 16.70' N.G.V.D., 1929

All lying within the City of Miami, Miami-Dade County, Florida.

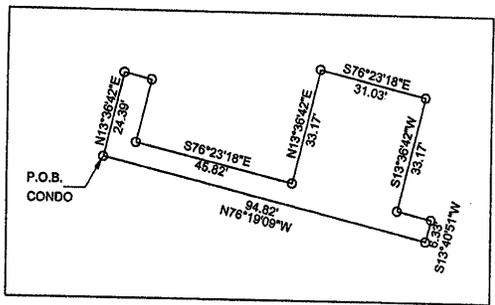
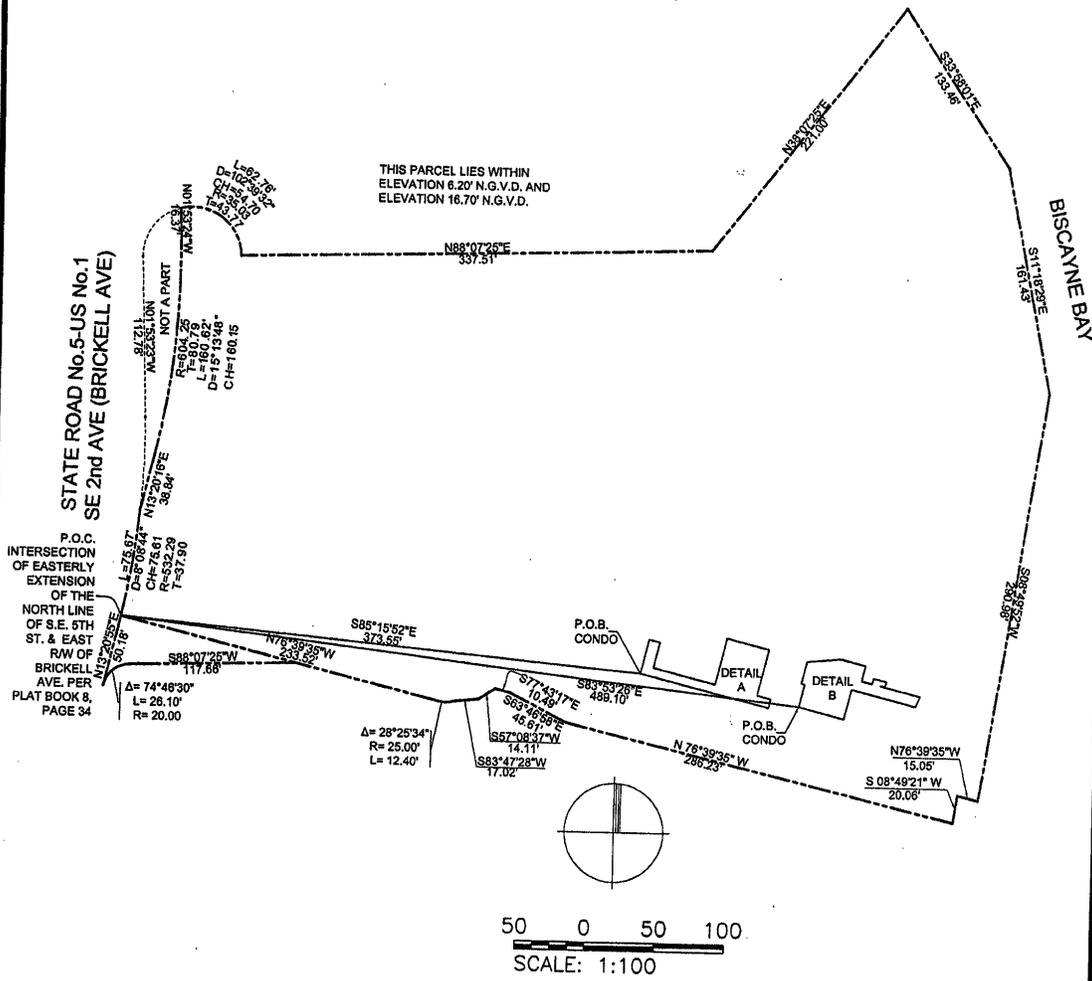
CONDOMINIUM LEGAL DESCRIPTION  
AT BAYWALK LEVEL

EXHIBIT

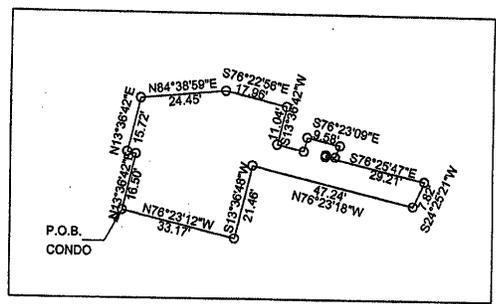
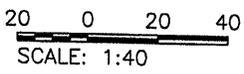
*L to 2b D*

SHEET /

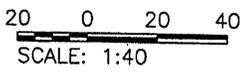
# ICONBRICKELL CONDOMINIUM NO. TWO



**DETAIL A**



**DETAIL B**



P.O.C.—POINT OF COMMENCEMENT  
P.O.B.—POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

## ICONBRICKELL CONDOMINIUM NO. TWO

THIS IS A LEGAL DESCRIPTION AT LOBBY LEVEL OF "ICONBRICKELL CONDOMINIUM NO. TWO", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run S 79°50'23" E for 324.34 feet; to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 24°11'53" E for 74.69 feet; Thence S 85°34'05" E for 25.60 feet; Thence S 76°23'18" E for 91.17 feet; Thence S 13°36'36" W for 42.61 feet; Thence N 76°23'24" W for 4.53 feet; Thence S 13°36'42" W for 31.41 feet; Thence N 84°21'40" W for 25.06 feet; Thence N 60°06'50" W for 14.10 feet; Thence S 87°36'33" W for 14.34 feet; Thence N 60°23'43" W for 14.35 feet; Thence S 89°37'49" W for 16.36 feet; Thence N 63°37'43" W for 13.56 feet; Thence N 81°58'42" W for 30.75 feet, to the Point of Beginning.

Together with the following described parcel;

From the aforementioned P.O.C. run, S 84°50'20" E for 493.72 feet to the Point of Beginning of a parcel hereinafter described; Thence from said P.O.B. run N 13°36'42" E for 15.25 feet; Thence S 76°23'18" E for 8.88 feet; Thence S 13°36'42" W for 0.33 feet; Thence S 76°23'18" E for 12.83 feet; Thence S 13°36'42" W for 23.75 feet; Thence N 76°23'12" W for 18.64 feet; Thence N 13°36'33" E for 8.83 feet; Thence N 76°23'30" W for 3.08 feet, to the Point of Beginning.

The above described parcel lies within elevation 16.70' N.G.V.D. to elevation 31.88' N.G.V.D., 1929

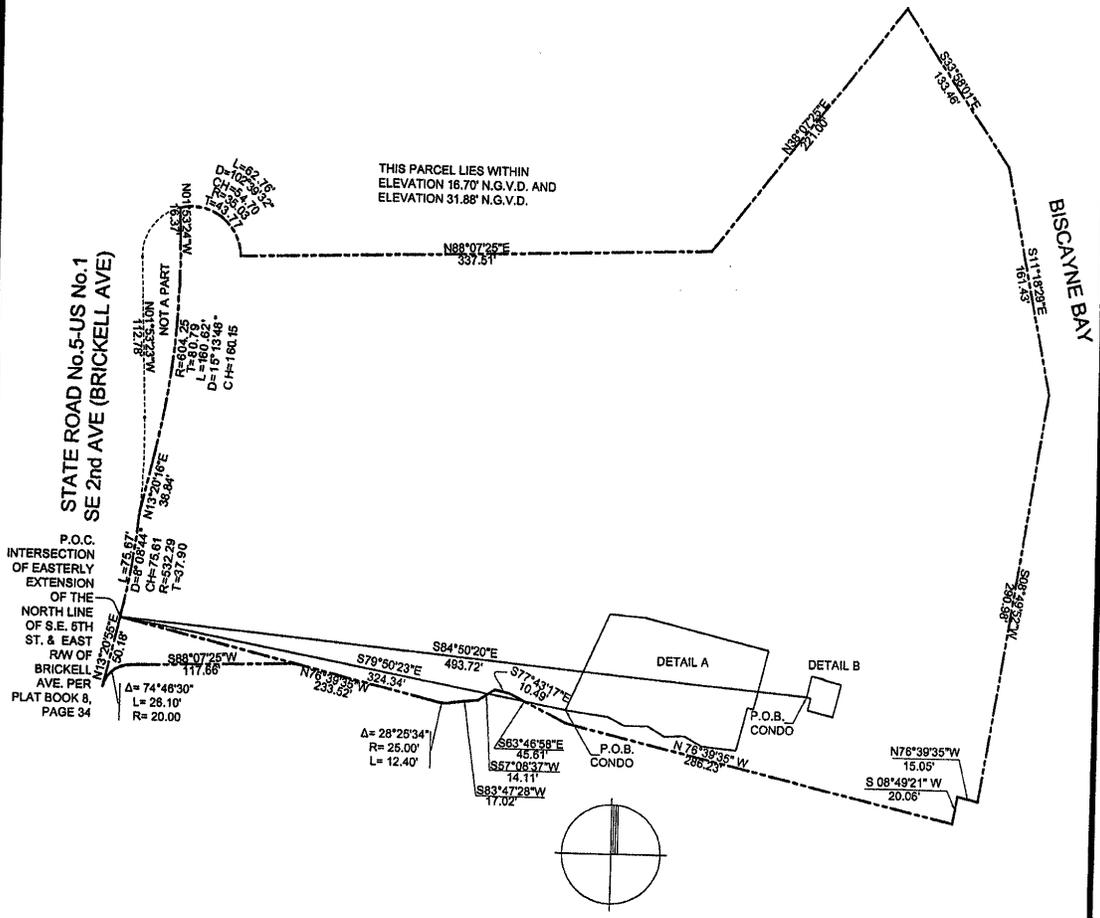
All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT LOBBY LEVEL

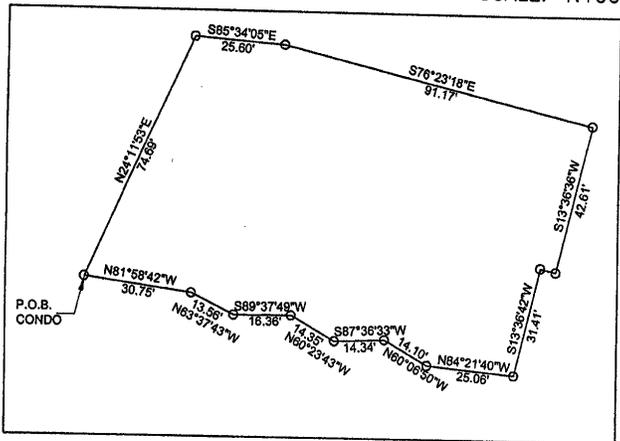
EXHIBIT 2 of 5 (Schi)

SHEET 3

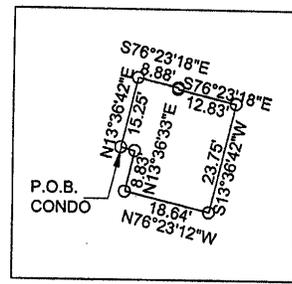
# ICONBRICKELL CONDOMINIUM NO. TWO



50 0 50 100  
SCALE: 1:100



**DETAIL A**  
20 0 20 30  
SCALE: 1:40



**DETAIL B**  
20 0 20 40  
SCALE: 1:40

P.O.C.—POINT OF COMMENCEMENT  
P.O.B.—POINT OF BEGINNING.

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

## ICONBRICKELL CONDOMINIUM NO.TWO

THIS IS A LEGAL DESCRIPTION AT 3RD LEVEL OF "ICONBRICKELL CONDOMINIUM NO. TWO", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the Intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run S 79°50'23" E for 324.34 feet; to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 24°11'53" E for 74.69 feet; Thence S 85°34'05" E for 25.60 feet; Thence S 76°23'18" E for 91.17 feet; Thence S 13°36'42" W for 33.17 feet; Thence N 76°36'11" W for 30.64 feet; Thence S 13°36'14" W for 6.22 feet; Thence S 76°23'46" E for 40.52 feet; Thence S 13°36'55" W for 3.01 feet; Thence S 76°23'18" E for 2.79 feet; Thence S 13°36'42" W for 31.00 feet; Thence N 76°23'18" W for 3.13 feet; Thence S 28°16'07" W for 2.80 feet; Thence N 61°25'34" W for 10.31 feet; Thence N 84°21'40" W for 28.50 feet; Thence N 60°06'50" W for 14.10 feet; Thence S 87°36'33" W for 14.34 feet; Thence N 60°23'43" W for 14.35 feet; Thence S 89°37'49" W for 16.36 feet; Thence N 63°37'43" W for 13.56 feet; Thence N 81°58'42" W for 30.75 feet, to the Point of Beginning.

Together with the following described parcel;

From the aforementioned P.O.C. run, S 84°50'20" E for 493.72 feet to the Point of Beginning of a parcel hereinafter described; Thence from said P.O.B. run N 13°36'42" E for 14.67 feet; Thence S 76°23'18" E for 21.59 feet; Thence S 13°36'42" W for 23.50 feet; Thence N 76°23'18" W for 18.50 feet; Thence N 13°36'42" E for 8.83 feet; Thence N 76°23'18" W for 3.09 feet, to the Point of Beginning.

The above described parcel lies within elevation 31.88' N.G.V.D. to elevation 43.35' N.G.V.D., 1929

All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT 3RD LEVEL

EXHIBIT *2 of 5*

SHEET *5*



# ICONBRICKELL CONDOMINIUM NO.TWO

THIS IS A LEGAL DESCRIPTION AT 4TH - 10TH LEVELS OF " ICONBRICKELL CONDOMINIUM NO. TWO", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run S 85°18'03" E for 332.74 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run S 76°23'19"E for 25.17 feet; Thence N 13°36'41" E for 12.98 feet; Thence S 76°23'21" E for 12.20 feet; Thence N 13°36'42" E for 16.17 feet; Thence S 76°23'25" E for 11.67 feet; Thence S 13°36'35" W for 16.17 feet; Thence S 76°23'18" E for 32.14 feet; Thence N 13°36'42" E for 16.17 feet; Thence S 76°23'19" E for 13.00 feet; Thence N 13°36'42" E for 16.33 feet; Thence S 76°23'18" E for 31.03 feet; Thence S 13°36'42" W for 32.50 feet; Thence S 76°23'18" E for 13.17 feet; Thence N 13°36'42" E for 13.67 feet; Thence S 76°23'18" E for 11.57 feet; Thence S 13°35'48" W for 13.67 feet; Thence S 76°23'18" E for 12.93 feet; Thence N 13°35'57" E for 8.17 feet; Thence N 76°23'18" W for 4.08 feet; Thence N 13°36'42" E for 14.67 feet; Thence S 76°23'18" E for 22.58 feet; Thence N 13°36'42" E for 5.67 feet; Thence N 76°23'18" W for 3.33 feet; Thence N 13°36'42" E for 4.00 feet; Thence S 76°28'10" E for 0.79 feet; Thence N 13°31'50" E for 4.86 feet, to a Point of Curve of a circular curve to the left, said curve having for it's elements a Radius of 282.38 feet and a Delta of 27°25'20", a Chord Bearing of N 16°16'20" E and a Chord Length of 133.86 feet, thence Northerly along the Arc of said curve for an Arc Distance of 135.15 feet; Thence S 87°20'15" E for 43.00 feet, to a Point of Curve of a circular curve to the right, said curve having for it's elements a Radius of 325.35 feet and a Delta of 25°21'20" and a Chord Bearing of S 15°15'03" W and a Chord Length of 142.81 feet, thence Southerly along the Arc of said curve for an Arc Distance of 143.98 feet; Thence S 76°23'18" E for 18.08 feet; Thence S 24°11'44" W for 86.98 feet; Thence N 76°23'19" W for 232.00 feet; Thence N 24°12'21" E for 36.65 feet to the Point of Beginning.

The above described parcel lies within elevation 43.35' N.G.V.D. to elevation 111.54' N.G.V.D., 1929

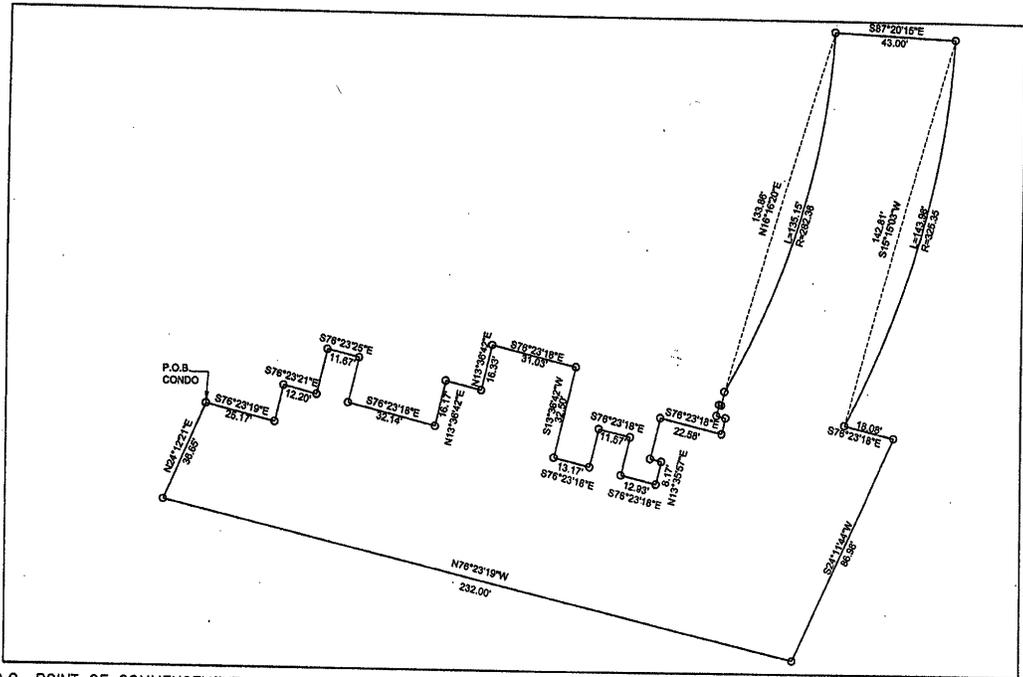
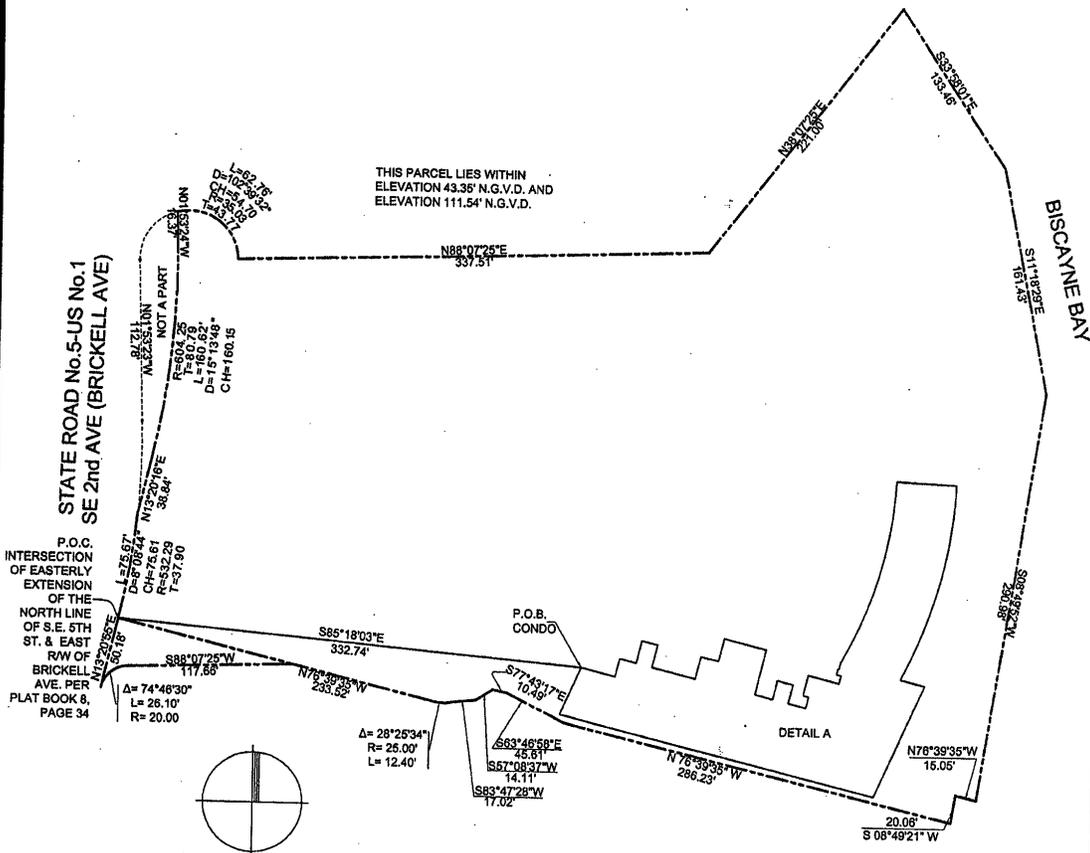
All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT 4TH-10TH LEVELS

EXHIBIT *2 of 6*

SHEET *7*

# ICONBRICKELL CONDOMINIUM NO. TWO



P.O.C.—POINT OF COMMENCEMENT  
P.O.B.—POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

EXHIBIT *gsh D* 4TH-10TH LEVEL LEGAL SKETCH

SHEET 8

# ICONBRICKELL CONDOMINIUM NO.TWO

THIS IS A LEGAL DESCRIPTION AT 11TH - 12TH LEVELS OF " ICONBRICKELL CONDOMINIUM NO.TWO", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run S 79°08'56" E for 322.36 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 24°12'02" E for 36.73 feet; Thence S 65°41'48" E for 1.18 feet; Thence N 24°18'12" E for 2.29 feet; Thence S 60°08'28" E for 0.49 feet; Thence S 76°40'30" E for 2.89 feet; Thence S 13°19'30" W for 1.99 feet; Thence S 76°23'19" E for 20.21 feet; Thence N 13°36'41" E for 12.98 feet; Thence S 76°23'19" E for 12.20 feet; Thence N 13°36'42" E for 16.17 feet; Thence S 76°23'18" E for 11.67 feet; Thence S 13°36'42" W for 16.17 feet; Thence S 76°23'18" E for 36.47 feet; Thence N 13°36'42" E for 16.17 feet; Thence S 76°27'12" E for 8.69 feet; Thence N 13°36'42" E for 16.32 feet; Thence S 76°23'18" E for 31.01 feet; Thence S 13°36'42" W for 32.50 feet; Thence S 76°23'18" E for 13.17 feet; Thence N 13°36'42" E for 13.67 feet; Thence S 76°23'18" E for 11.57 feet; Thence S 13°36'39" W for 13.67 feet; Thence S 76°23'18" E for 12.93 feet; Thence N 13°36'42" E for 8.17 feet; Thence N 76°23'18" W for 3.32 feet; Thence N 13°36'42" E for 14.67 feet; Thence S 76°23'11" E for 8.27 feet; Thence N 13°53'05" E for 15.43 feet; Thence S 76°06'55" E for 8.21 feet; Thence N 81°38'11" E for 19.19 feet; Thence S 63°00'19" E for 30.50 feet; Thence S 27°59'29" W for 1.90 feet; Thence S 76°23'18" E for 18.15 feet; Thence S 24°11'52" W for 86.98 feet; Thence N 76°23'19" W for 232.00 feet, to the Point of Beginning.

The above described parcel lies within elevation 111.54' N.G.V.D. to elevation 131.06' N.G.V.D., 1929

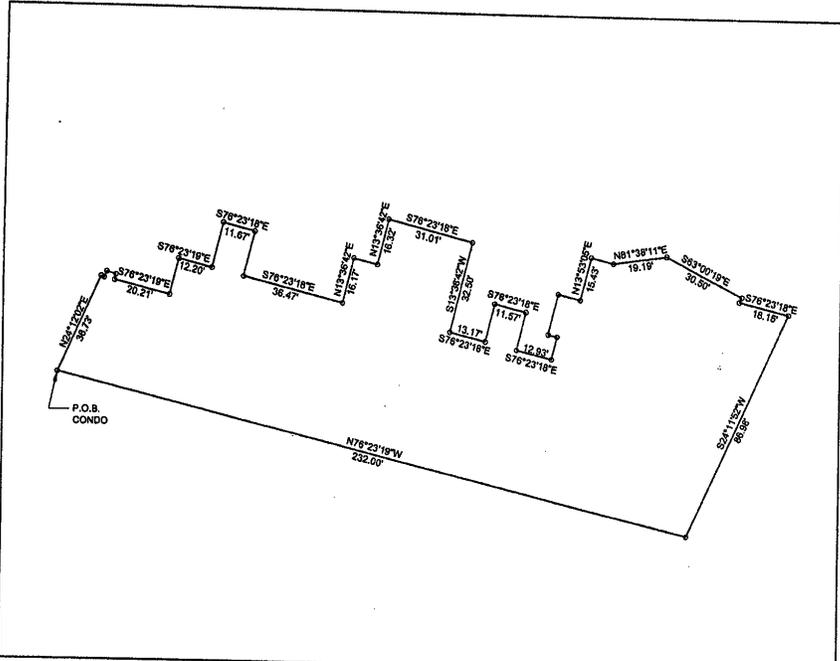
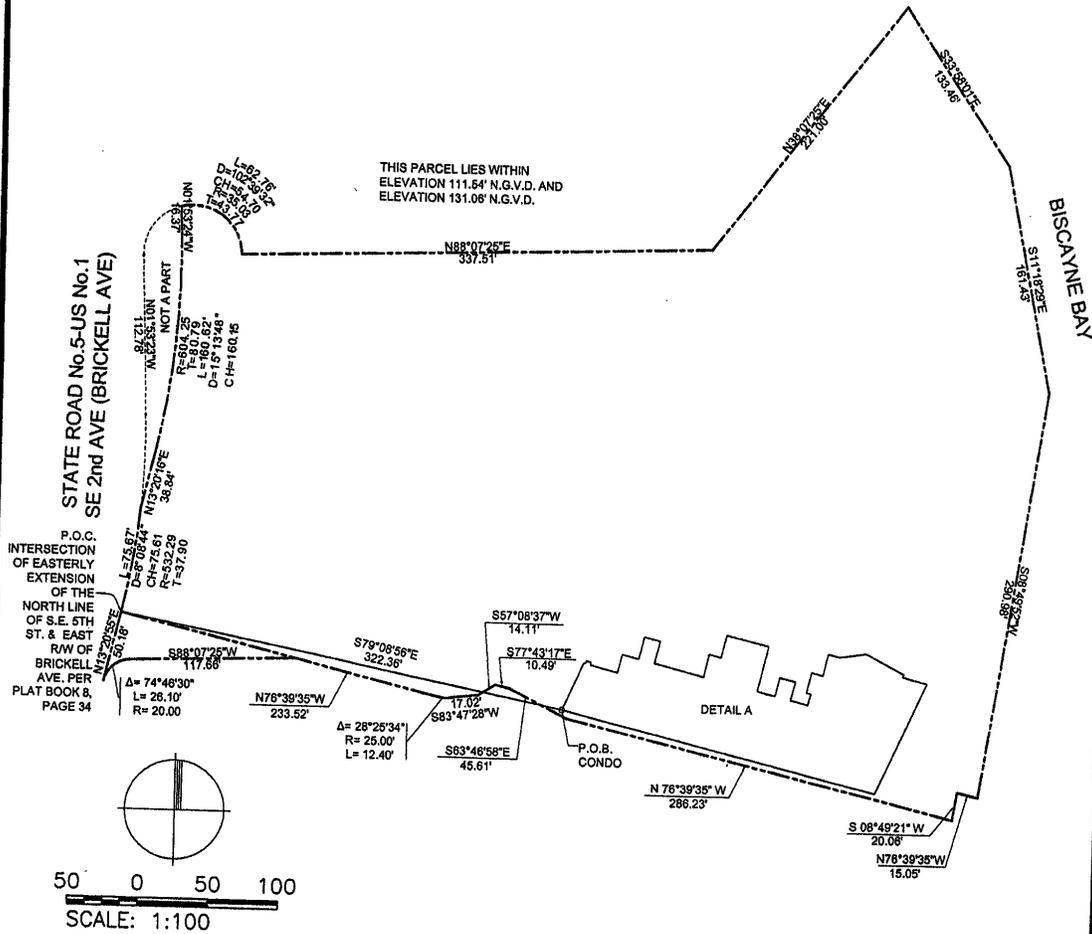
All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT 11TH - 12TH LEVELS

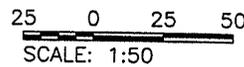
EXHIBIT *2 of 6hd*

SHEET *9*

# ICONBRICKELL CONDOMINIUM NO. TWO



**DETAIL A**



SCALE: 1:50

P.O.C.—POINT OF COMMENCEMENT  
P.O.B.—POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

**EXHIBIT 2 of 2 11TH - 12TH LEVEL LEGAL SKETCH**

**SHEET 10**

## ICONBRICKELL CONDOMINIUM NO.TWO

THIS IS A LEGAL DESCRIPTION AT 14TH LEVEL OF " ICONBRICKELL CONDOMINIUM NO.TWO", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run S 79°08'56" E for 322.36 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 24°12'02" E for 36.73 feet; Thence S 65°49'40" E for 1.66 feet; Thence N 24°06'51" E for 2.24 feet; Thence S 76°20'01" E for 2.90 feet; Thence S 13°19'30" W for 1.98 feet; Thence S 76°23'19" E for 20.21 feet; Thence N 13°36'41" E for 12.98 feet; Thence S 76°23'18" E for 12.20 feet; Thence N 13°36'42" E for 16.17 feet; Thence S 76°23'18" E for 11.67 feet; Thence S 13°36'42" W for 16.17 feet; Thence S 76°23'18" E for 36.47 feet; Thence N 13°36'42" E for 16.17 feet; Thence S 76°27'12" E for 8.69 feet; Thence N 13°36'42" E for 16.32 feet; Thence S 76°23'18" E for 31.01 feet; Thence S 13°36'42" W for 32.50 feet; Thence S 76°23'18" E for 13.17 feet; Thence N 13°36'42" E for 13.67 feet; Thence S 76°23'21" E for 11.57 feet; Thence S 13°36'39" W for 13.67 feet; Thence S 76°23'08" E for 12.93 feet; Thence N 13°36'42" E for 8.17 feet; Thence N 76°23'18" W for 3.32 feet; Thence N 13°36'42" E for 14.67 feet; Thence S 76°23'18" E for 21.82 feet; Thence N 13°36'42" E for 5.67 feet; Thence N 76°23'18" W for 3.33 feet; Thence N 15°50'13" E for 10.48 feet; Thence N 81°37'27" E for 15.84 feet; Thence S 62°23'52" E for 31.11 feet; Thence S 27°36'08" W for 0.91 feet; Thence S 76°23'18" E for 18.15 feet; Thence S 24°11'52" W for 86.98 feet; Thence N 76°23'19" W for 232.00 feet, to the Point of Beginning.

The above described parcel lies within elevation 131.06' N.G.V.D. to elevation 147.91' N.G.V.D., 1929

All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT 14TH LEVEL

EXHIBIT *2 of 2*

SHEET //



# ICONBRICKELL CONDOMINIUM NO.TWO

THIS IS A LEGAL DESCRIPTION AT 15TH LEVEL OF " ICONBRICKELL CONDOMINIUM NO.TWO", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run S 79°08'56" E for 322.36 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 24°11'41" E for 54.77 feet; Thence N 88°07'19" E for 1.12 feet; Thence N 24°11'46" E for 30.38 feet; Thence N 76°23'18" W for 1.02 feet; Thence N 24°19'19" E for 1.53 feet; Thence S 76°23'18" E for 1.02 feet; Thence N 24°11'53" E for 3.92 feet; Thence S 76°22'49" E for 27.96 feet; Thence S 11°47'28" W for 7.94 feet; Thence S 61°12'08" E for 15.01 feet; Thence N 87°09'17" E for 14.19 feet; Thence S 59°50'45" E for 14.12 feet; Thence N 88°27'31" E for 15.38 feet; Thence S 70°12'19" E for 14.10 feet; Thence S 82°34'16" E for 14.10 feet; Thence S 61°14'05" E for 15.88 feet; Thence N 87°59'25" E for 15.41 feet; Thence S 61°24'59" E for 6.56 feet; Thence S 13°36'42" W for 3.43 feet; Thence S 76°23'03" E for 6.33 feet; Thence N 13°36'31" E for 1.73 feet; Thence S 61°23'01" E for 2.34 feet; Thence N 87°50'59" E for 14.31 feet; Thence N 13°36'42" E for 4.11 feet; Thence S 76°23'18" E for 0.49 feet; Thence N 13°36'43" E for 3.00 feet; Thence N 81°40'59" E for 10.25 feet; Thence S 62°23'51" E for 7.69 feet; Thence N 27°36'49" E for 0.75 feet; Thence S 62°23'11" E for 23.67 feet; Thence S 28°47'12" W for 0.26 feet; Thence S 76°23'13" E for 16.46 feet; Thence N 13°36'42" E for 0.28 feet; Thence S 76°23'18" E for 1.69 feet; Thence S 24°11'53" W for 86.98 feet; Thence N 76°23'18" W for 232.00 feet, to the Point of Beginning.

The above described parcel lies within elevation 147.91' N.G.V.D. to elevation 163.82' N.G.V.D., 1929

All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT 15TH LEVEL

EXHIBIT

*Ex D*

SHEET *3*



## ICONBRICKELL CONDOMINIUM NO.TWO

THIS IS A LEGAL DESCRIPTION AT 16TH - INFINITY LEVELS OF " ICONBRICKELL CONDOMINIUM NO.TWO", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run S 79°08'56" E for 322.36 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 24°11'50" E for 86.98 feet; Thence S 76°23'15" E for 232.00 feet; Thence S 24°11'46" W for 86.98 feet; Thence N 76°23'17" W for 232.00 feet, to the Point of Beginning.

The above described parcel lies within elevation 163.82' N.G.V.D. to Infinity.

All lying within the City of Miami, Miami-Dade County, Florida.

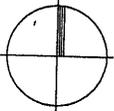
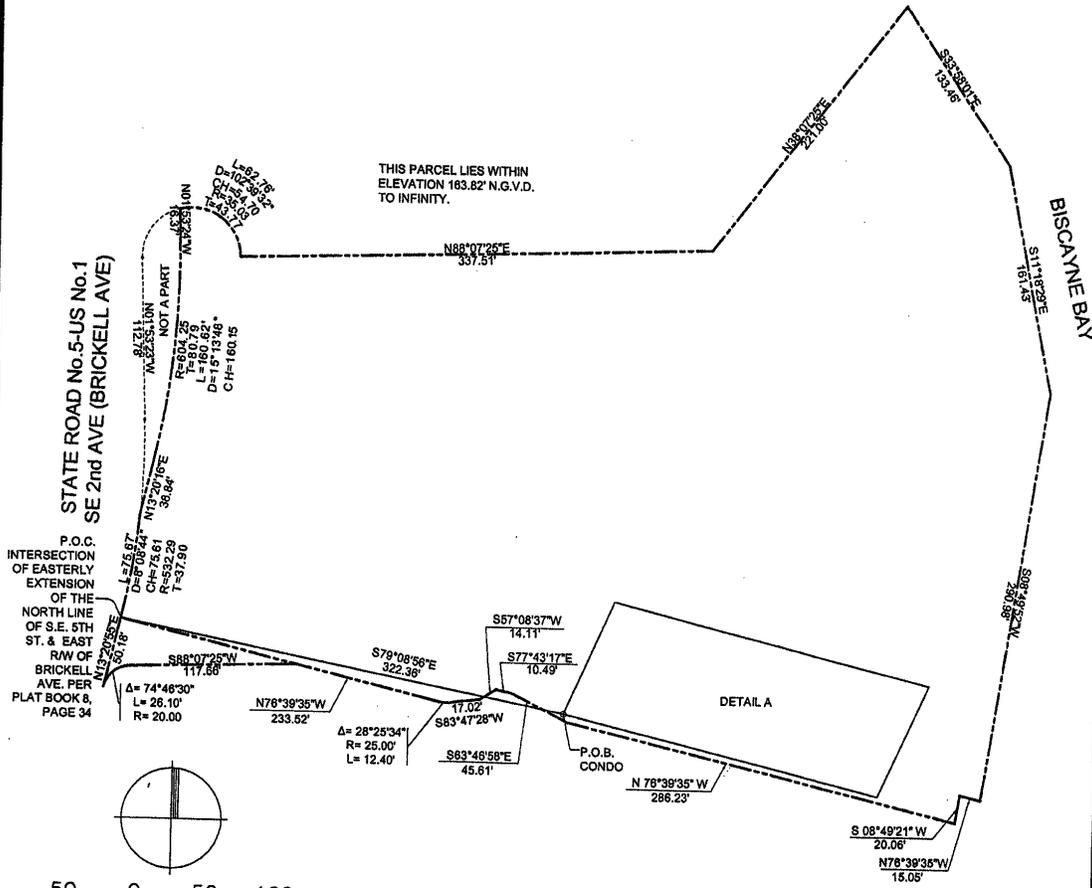
CONDOMINIUM LEGAL DESCRIPTION  
AT 16TH - INFINITY LEVELS

EXHIBIT *27 E.L.D.*

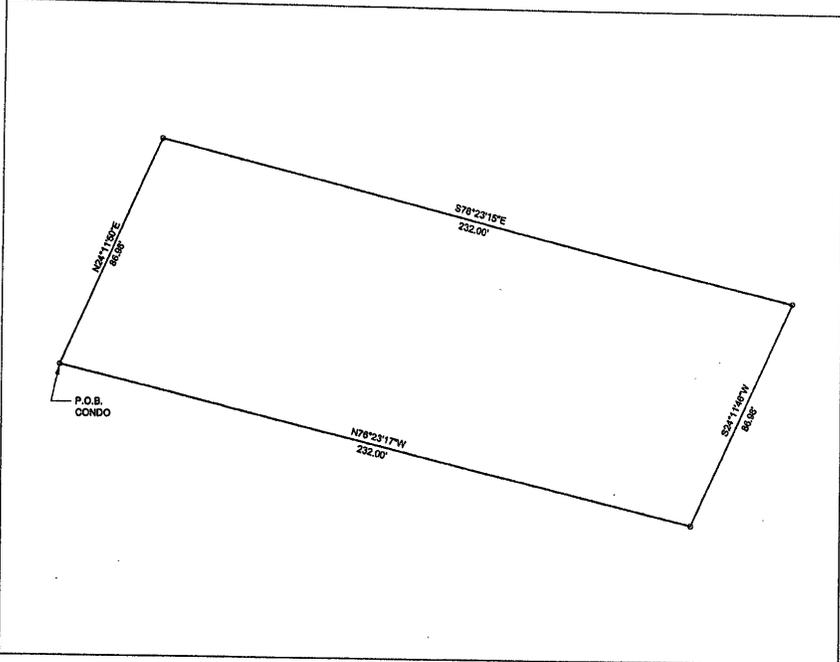
SHEET *15*

# ICONBRICKELL CONDOMINIUM NO. TWO

THIS PARCEL LIES WITHIN  
ELEVATION 163.62' N.G.V.D.  
TO INFINITY.



50 0 50 100  
SCALE: 1:100



25 0 25 50  
SCALE: 1:50

P.O.C.—POINT OF COMMENCEMENT  
P.O.B.—POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

EXHIBIT *dgchd* 16TH - INFINITY LEVELS LEGAL SKETCH

SHEET/6

## ICONBRICKELL CONDOMINIUM NO. THREE

THIS IS A LEGAL DESCRIPTION OF BAYWALK LEVEL OF " ICONBRICKELL CONDOMINIUM NO.THREE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 67°22'08" E for 118.10 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 01°52'35" W for 143.14 feet; Thence N 79°59'22" E for 3.03 feet; Thence S 01°52'35" E for 36.99 feet; Thence N 88°07'25" E for 30.17 feet; Thence N 01°52'35" W for 4.83 feet; Thence N 88°07'21" E for 21.67 feet; Thence N 01°52'39" W for 40.24 feet; Thence N 79°59'22" E for 15.32 feet; Thence S 00°10'54" E for 25.68 feet; Thence N 88°17'14" E for 2.16 feet; Thence S 01°42'46" E for 24.14 feet; Thence N 88°07'24" E for 1.33 feet; Thence S 01°52'35" E for 3.00 feet; Thence S 88°07'25" W for 0.50 feet; Thence S 01°52'35" E for 49.52 feet; Thence S 88°07'25" W for 4.50 feet; Thence S 01°52'35" E for 9.40 feet; Thence S 88°07'25" W for 5.48 feet; Thence N 01°52'35" W for 3.50 feet; Thence S 88°07'25" W for 8.02 feet; Thence S 01°52'35" E for 37.50 feet; Thence S 88°07'25" W for 9.83 feet; Thence N 01°52'35" W for 20.00 feet; Thence S 88°07'25" W for 41.33 feet; Thence S 01°52'35" E for 27.65 feet; Thence S 79°58'50" W for 3.03 feet, to the Point of Beginning.

The above described parcel lies within elevation 4.0' N.G.V.D. to elevation 14.50' N.G.V.D., 1929. These elevations are based on architectural files provided by Arquitectonica and are pending field verification.

All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT BAYWALK LEVEL

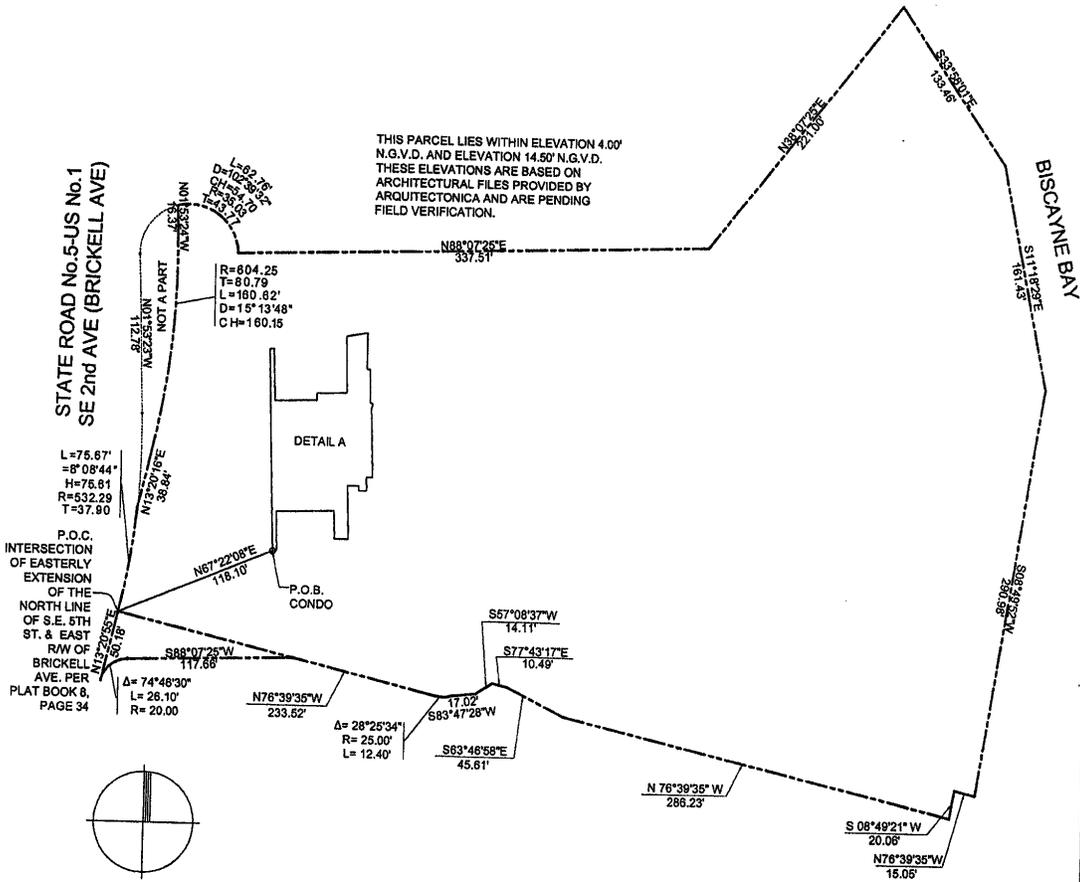
EXHIBIT

*Exh 3 to D*

SHEET 1

# ICONBRICKELL CONDOMINIUM NO. THREE

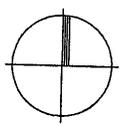
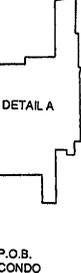
THIS PARCEL LIES WITHIN ELEVATION 4.00' N.G.V.D. AND ELEVATION 14.50' N.G.V.D. THESE ELEVATIONS ARE BASED ON ARCHITECTURAL FILES PROVIDED BY ARCHITECTONICA AND ARE PENDING FIELD VERIFICATION.



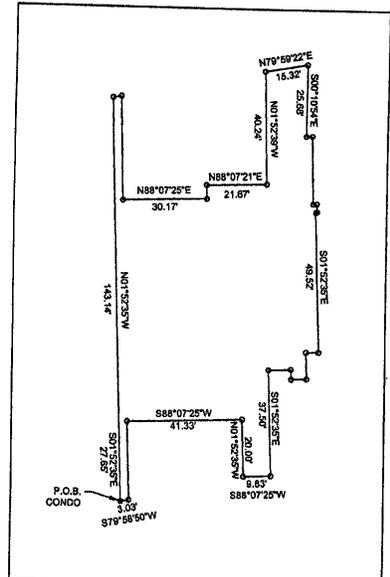
L=75.67'  
=8°08'44"  
H=75.61  
R=532.29  
T=37.90

R=804.25  
T=80.79  
L=160.82'  
D=15°13'48"  
CH=160.15

P.O.C. INTERSECTION OF EASTERLY EXTENSION OF THE NORTH LINE OF S.E. 5TH ST. & EAST RW OF BRICKELL AVE. PER PLAT BOOK 8, PAGE 34



50 0 50 100  
SCALE: 1:100



**DETAIL A**

25 0 25 50  
SCALE: 1:50

P.O.C.—POINT OF COMMENCEMENT  
P.O.B.—POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

EXHIBIT *ggh*

**BAYWALK LEVEL SKETCH**

SHEET 2

# ICONBRICKELL CONDOMINIUM NO. THREE

THIS IS A LEGAL DESCRIPTION OF LOBBY LEVEL OF " ICONBRICKELL CONDOMINIUM NO.THREE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 67°22'08" E for 118.10 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 01°52'33" W for 144.48 feet; Thence N 79°59'22" E for 71.38 feet; Thence S 01°52'35" E for 26.07 feet; Thence N 88°07'25" E for 1.33 feet; Thence S 01°52'35" E for 23.75 feet; Thence N 88°07'25" E for 1.33 feet; Thence S 01°52'35" E for 92.00 feet; Thence S 88°07'25" W for 1.33 feet; Thence S 01°52'35" E for 2.47 feet; Thence S 79°59'21" W for 72.73 feet, to the Point of Beginning.

The above described parcel lies within elevation 14.50' N.G.V.D. to elevation 32.00' N.G.V.D., 1929. These elevations are based on architectural files provided by Arquitectonica and are pending field verification.

All lying within the City of Miami, Miami-Dade County, Florida.

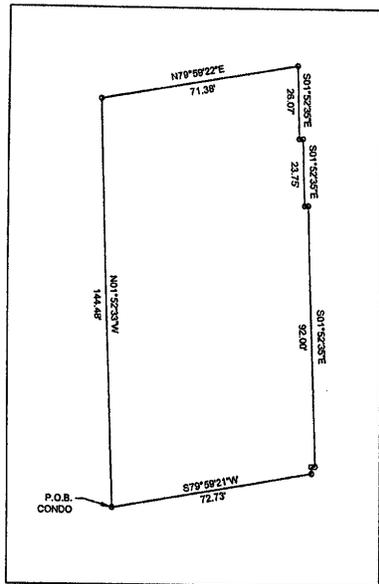
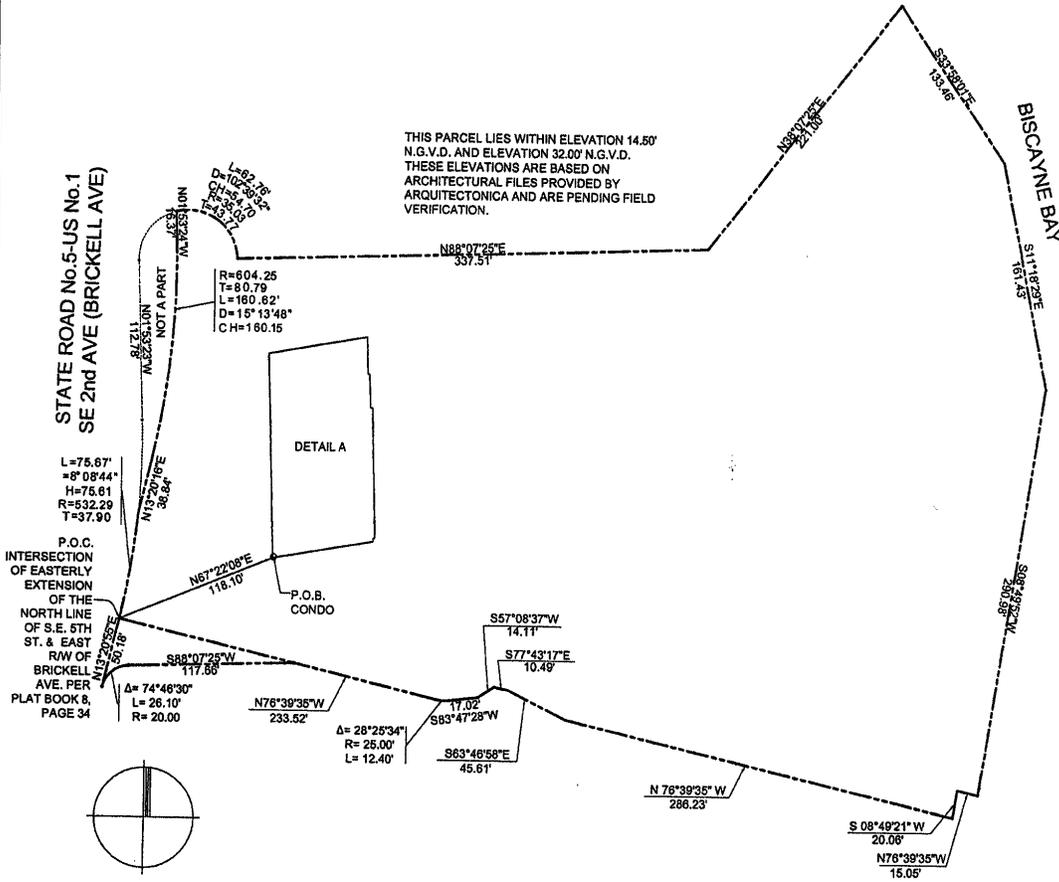
CONDOMINIUM LEGAL DESCRIPTION  
AT LOBBY LEVEL

EXHIBIT 3 of 5

SHEET 3

# ICONBRICKELL CONDOMINIUM NO. THREE

THIS PARCEL LIES WITHIN ELEVATION 14.50' N.G.V.D. AND ELEVATION 32.00' N.G.V.D. THESE ELEVATIONS ARE BASED ON ARCHITECTONICA FILES PROVIDED BY ARCHITECTONICA AND ARE PENDING FIELD VERIFICATION.



**DETAIL A**

P.O.C.—POINT OF COMMENCEMENT  
P.O.B.—POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

EXHIBIT 3 of 4

**LOBBY LEVEL SKETCH**

**SHEET 4**

# ICONBRICKELL CONDOMINIUM NO. THREE

THIS IS A LEGAL DESCRIPTION OF 3RD LEVEL OF " ICONBRICKELL CONDOMINIUM NO.THREE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 61°33'25" E for 76.33 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 01°52'35" W for 146.51 feet; Thence N 79°59'22" E for 112.63 feet; Thence S 01°52'35" E for 1.68 feet; Thence N 88°07'25" E for 0.67 feet; Thence S 01°52'35" E for 14.72 feet; Thence N 88°07'37" E for 13.33 feet; Thence S 01°52'34" E for 7.75 feet; Thence S 88°07'25" W for 10.67 feet; Thence S 01°52'35" E for 116.25 feet; Thence S 88°07'25" W for 6.50 feet; Thence S 01°52'35" E for 5.54 feet; Thence S 79°59'19" W for 39.84 feet; Thence S 10°00'26" E for 1.01 feet; Thence S 79°59'34" W for 69.74 feet, to the Point of Beginning.

The above described parcel lies within elevation 32.00' N.G.V.D. to elevation 43.50' N.G.V.D., 1929. These elevations are based on architectural files provided by Arquitectonica and are pending field verification.

All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT 3RD LEVEL

EXHIBIT 3 of 5  
g sch D

SHEET 5



# ICONBRICKELL CONDOMINIUM NO. THREE

THIS IS A LEGAL DESCRIPTION OF 4TH-5TH LEVELS OF " ICONBRICKELL CONDOMINIUM NO.THREE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 61°33'25" E for 76.33 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 01°52'35" W for 146.51 feet; Thence N 79°59'22" E for 113.81 feet; Thence S 01°52'41" E for 26.82 feet; Thence S 88°07'19" W for 10.17 feet; Thence S 01°52'35" E for 0.69 feet; Thence N 88°07'25" E for 2.45 feet; Thence S 01°52'35" E for 3.81 feet; Thence S 88°07'26" W for 2.45 feet; Thence S 01°52'34" E for 3.04 feet; Thence S 88°07'26" W for 6.17 feet; Thence S 01°52'35" E for 13.96 feet; Thence N 88°07'25" E for 7.93 feet; Thence N 01°52'35" W for 3.02 feet; Thence N 88°07'29" E for 4.33 feet; Thence S 01°52'31" E for 16.26 feet; Thence N 88°07'25" E for 5.07 feet; Thence S 01°52'35" E for 19.35 feet; Thence N 88°07'25" E for 1.17 feet; Thence S 01°52'35" E for 126.67 feet; Thence S 88°07'25" W for 45.79 feet; Thence N 01°52'35" W for 54.82 feet; Thence S 79°59'34" W for 69.74 feet, to the Point of Beginning.

The above described parcel lies within elevation 43.50' N.G.V.D. to elevation 63.00' N.G.V.D., 1929. These elevations are based on architectural files provided by Arquitectonica and are pending field verification.

All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT 4TH-5TH LEVELS

EXHIBIT *3 of 5*

SHEET *7*



# ICONBRICKELL CONDOMINIUM NO. THREE

THIS IS A LEGAL DESCRIPTION OF 6TH-12TH LEVELS OF " ICONBRICKELL CONDOMINIUM NO.THREE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 61°33'25" E for 76.33 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 01°52'35" W for 146.51 feet; Thence N 79°59'22" E for 113.81 feet; Thence S 01°52'41" E for 26.65 feet; Thence S 88°07'19" W for 10.17 feet; Thence S 01°52'41" E for 0.85 feet; Thence N 88°07'25" E for 2.45 feet; Thence S 01°52'35" E for 3.81 feet; Thence S 88°07'19" W for 2.45 feet; Thence S 01°52'19" E for 3.04 feet; Thence S 88°07'19" W for 6.17 feet; Thence S 01°52'28" E for 13.96 feet; Thence N 88°07'25" E for 7.93 feet; Thence N 01°52'35" W for 3.02 feet; Thence N 88°07'25" E for 4.33 feet; Thence S 01°52'35" E for 9.92 feet; Thence S 88°07'25" W for 4.33 feet; Thence N 01°52'35" W for 3.90 feet; Thence S 88°07'23" W for 28.26 feet; Thence S 01°52'37" E for 24.83 feet; Thence N 88°07'25" E for 9.33 feet; Thence S 01°52'35" E for 30.17 feet; Thence N 88°07'25" E for 19.02 feet; Thence N 01°52'35" W for 3.57 feet; Thence N 88°07'25" E for 3.98 feet; Thence S 01°52'35" E for 10.07 feet; Thence S 88°07'25" W for 3.98 feet; Thence N 01°52'35" W for 3.50 feet; Thence S 88°07'25" W for 8.02 feet; Thence S 01°52'35" E for 22.61 feet; Thence N 88°07'25" E for 17.33 feet; Thence S 01°52'35" E for 7.97 feet; Thence N 88°08'00" E for 0.67 feet; Thence S 01°52'35" E for 67.67 feet; Thence S 88°07'25" W for 45.25 feet; Thence N 01°52'35" W for 54.82 feet; Thence S 79°59'51" W for 69.78 feet, to the Point of Beginning.

The above described parcel lies within elevation 63.00' N.G.V.D. to elevation 132.50' N.G.V.D., 1929. These elevations are based on architectural files provided by Arquitectonica and are pending field verification.

All lying within the City of Miami, Miami-Dade County, Florida.

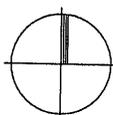
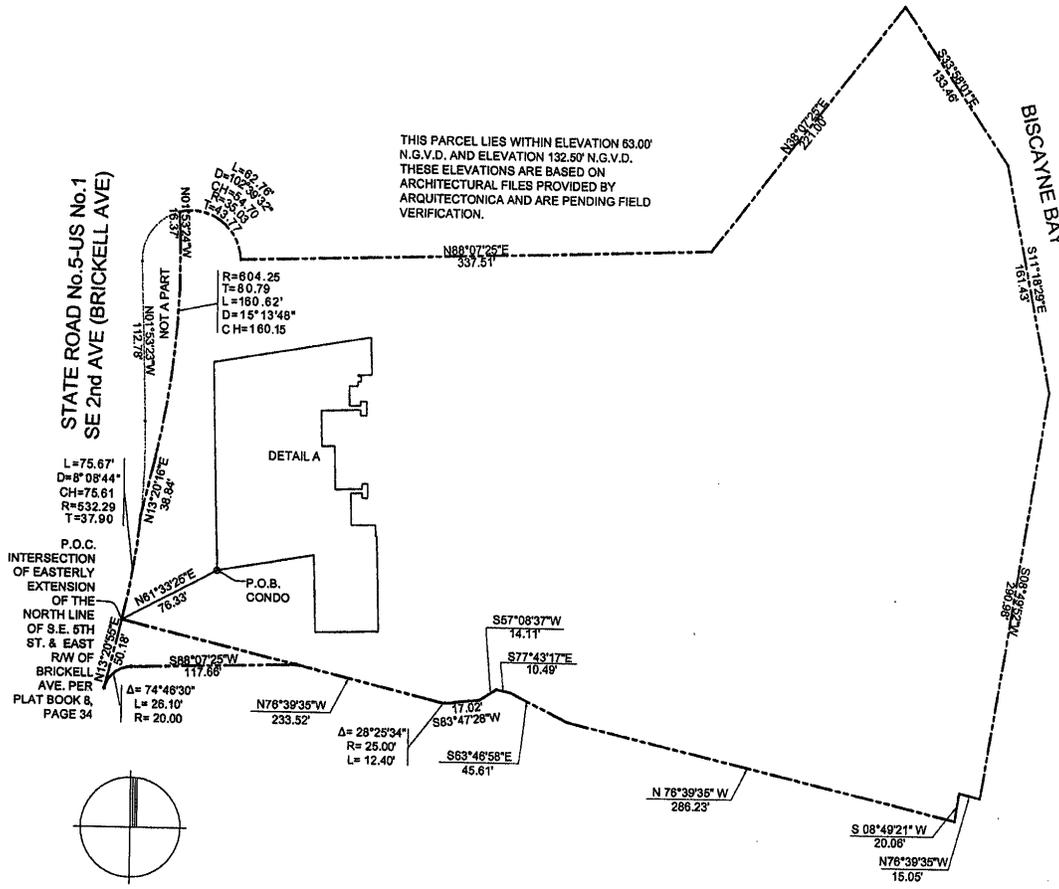
CONDOMINIUM LEGAL DESCRIPTION  
AT 6TH-12TH LEVELS

EXHIBIT 3 of 9 (handwritten)

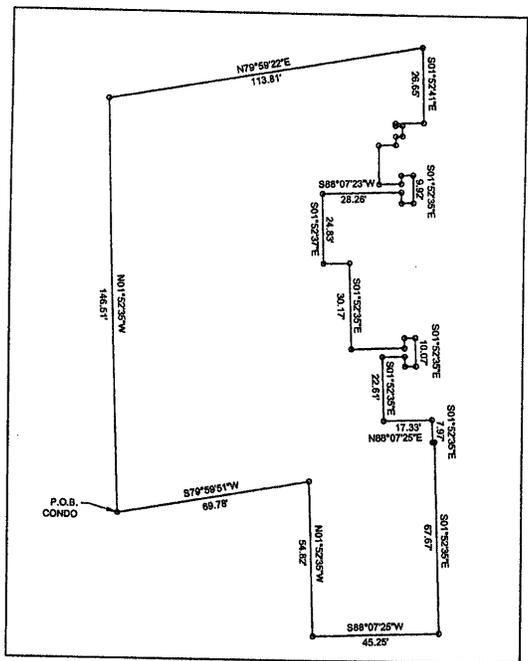
SHEET 9

# ICONBRICKELL CONDOMINIUM NO. THREE

THIS PARCEL LIES WITHIN ELEVATION 63.00' N.G.V.D. AND ELEVATION 132.50' N.G.V.D. THESE ELEVATIONS ARE BASED ON ARCHITECTURAL FILES PROVIDED BY ARCHITECTONICA AND ARE PENDING FIELD VERIFICATION.



50 0 50 100  
SCALE: 1:100



**DETAIL A**

25 0 25 50  
SCALE: 1:50

P.O.C.—POINT OF COMMENCEMENT  
P.O.B.—POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

EXHIBIT *3g G/h*

**6TH - 12TH LEVELS SKETCH**

SHEET *10*

# ICONBRICKELL CONDOMINIUM NO. THREE

THIS IS A LEGAL DESCRIPTION OF 14TH LEVEL OF " ICONBRICKELL CONDOMINIUM NO.THREE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 61°33'25" E for 76.33 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 01°52'35" W for 146.51 feet; Thence N 79°59'22" E for 115.75 feet; Thence S 01°52'35" E for 197.84 feet; Thence N 88°07'25" E for 4.42 feet; Thence S 01°52'34" E for 11.33 feet; Thence S 88°07'26" W for 4.67 feet; Thence S 01°52'35" E for 3.83 feet; Thence S 88°07'25" W for 1.50 feet; Thence N 01°52'35" W for 5.17 feet; Thence S 88°07'25" W for 43.75 feet; Thence N 01°52'35" W for 54.83 feet; Thence S 79°59'34" W for 69.78 feet, to the Point of Beginning.

The above described parcel lies within elevation 132.50' N.G.V.D. to elevation 148.00' N.G.V.D., 1929. These elevations are based on architectural files provided by Arquitectonica and are pending field verification.

All lying within the City of Miami, Miami-Dade County, Florida.

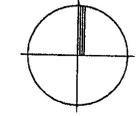
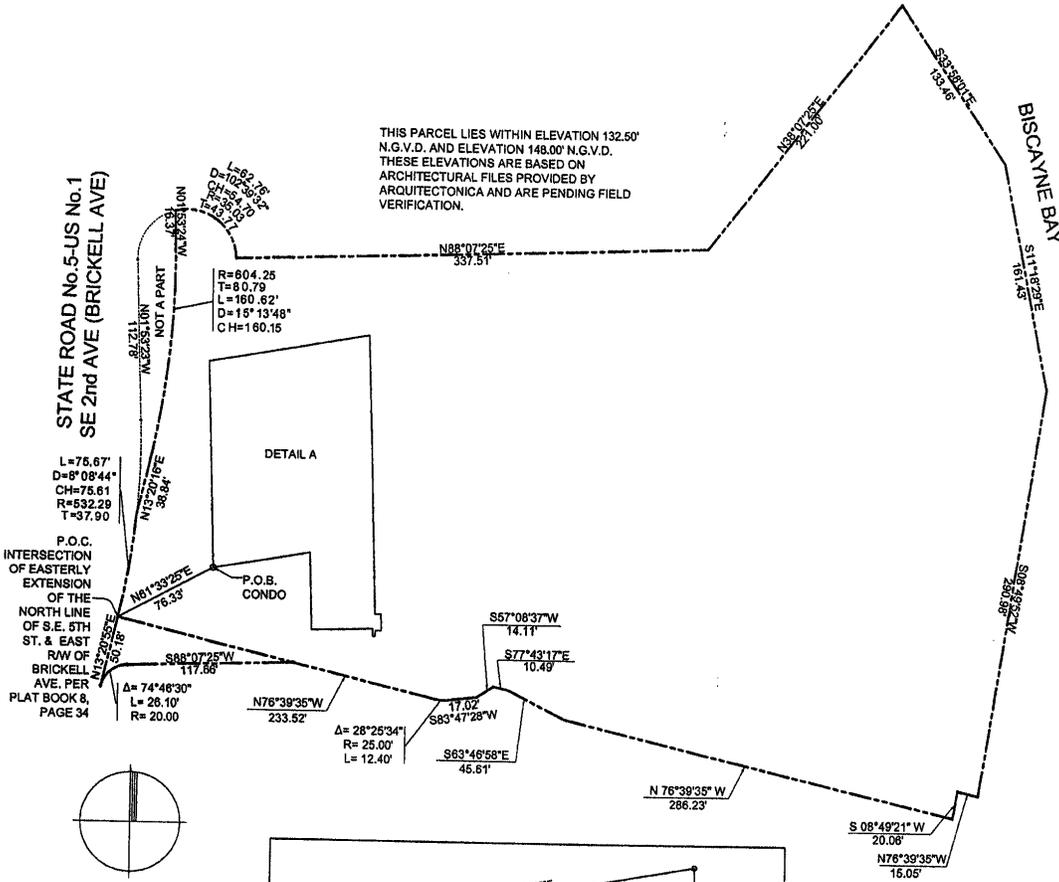
CONDOMINIUM LEGAL DESCRIPTION  
AT 14TH LEVEL

EXHIBIT *3 of 2nd*

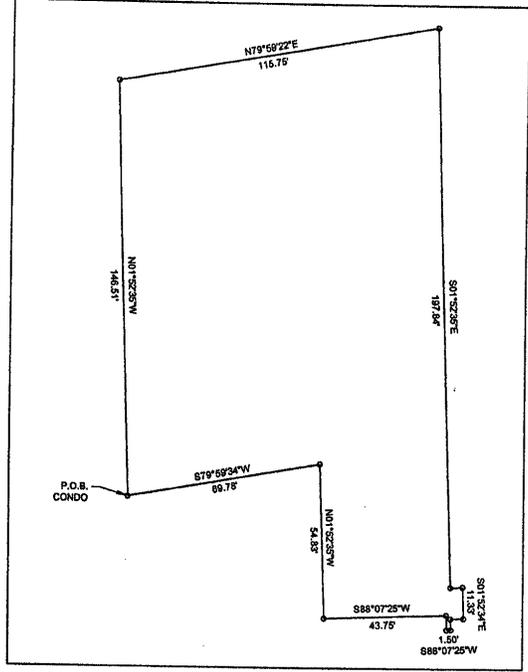
SHEET //

# ICONBRICKELL CONDOMINIUM NO. THREE

THIS PARCEL LIES WITHIN ELEVATION 132.50' N.G.V.D. AND ELEVATION 148.00' N.G.V.D. THESE ELEVATIONS ARE BASED ON ARCHITECTURAL FILES PROVIDED BY ARCHITECTONICA AND ARE PENDING FIELD VERIFICATION.



50 0 50 100  
SCALE: 1:100



**DETAIL A**

25 0 25 50  
SCALE: 1:50

P.O.C. - POINT OF COMMENCEMENT  
P.O.B. - POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

EXHIBIT *3g sub*

**14TH LEVEL SKETCH**

SHEET *12*

# ICONBRICKELL CONDOMINIUM NO. THREE

THIS IS A LEGAL DESCRIPTION OF 15TH LEVEL OF " ICONBRICKELL CONDOMINIUM NO.THREE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 61°33'25" E for 76.33 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 01°52'35" W for 146.51 feet; Thence N 79°59'22" E for 108.95 feet; Thence S 01°52'35" E for 1.01 feet; Thence S 05°26'32" W for 26.41 feet; Thence S 10°56'40" E for 22.11 feet; Thence S 05°03'16" W for 15.43 feet; Thence S 10°37'57" E for 13.63 feet; Thence S 05°17'23" W for 13.94 feet; Thence S 10°56'37" E for 11.99 feet; Thence S 01°30'19" W for 30.85 feet; Thence N 88°07'25" E for 17.03 feet; Thence S 01°52'35" E for 2.20 feet; Thence N 79°59'37" E for 21.45 feet; Thence S 10°00'23" E for 68.00 feet; Thence S 79°59'38" W for 31.16 feet; Thence S 01°52'35" E for 0.71 feet; Thence S 88°07'25" W for 10.71 feet; Thence S 01°52'35" E for 1.00 feet; Thence S 88°07'29" W for 43.75 feet; Thence N 01°52'35" W for 54.84 feet; Thence S 79°58'58" W for 69.79 feet, to the Point of Beginning.

The above described parcel lies within elevation 148.00' N.G.V.D. to elevation 164.00' N.G.V.D., 1929. These elevations are based on architectural files provided by Arquitectonica and are pending field verification.

All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT 15TH LEVEL

EXHIBIT 3 of 5 (HD)

SHEET 13



## ICONBRICKELL CONDOMINIUM NO. THREE

THIS IS A LEGAL DESCRIPTION OF 16TH-INFINITY LEVELS OF "ICONBRICKELL CONDOMINIUM NO.THREE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 61°33'25" E for 76.33 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 01°52'35" W for 146.51 feet; Thence N 79°59'22" E for 113.47 feet; Thence S 01°52'35" E for 146.51 feet; Thence S 79°59'34" W for 113.47 feet, to the Point of Beginning.

The above described parcel lies within elevation 164.00' N.G.V.D. to Infinity.  
These elevations are based on architectural files provided by Arquitectonica and are pending field verification.

All lying within the City of Miami, Miami-Dade County, Florida.

CONDOMINIUM LEGAL DESCRIPTION  
AT 16TH- INFINITY LEVELS

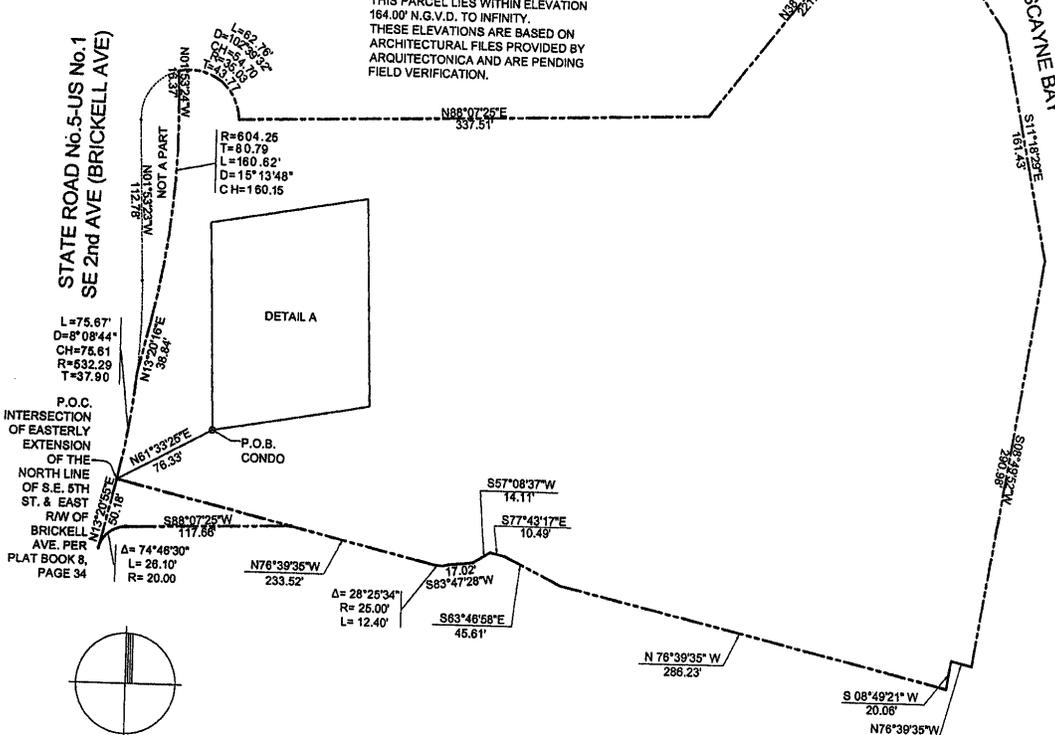
EXHIBIT *39 Cxh D*

SHEET *5*

# ICONBRICKELL CONDOMINIUM NO. THREE

THIS PARCEL LIES WITHIN ELEVATION 164.00' N.G.V.D. TO INFINITY. THESE ELEVATIONS ARE BASED ON ARCHITECTURAL FILES PROVIDED BY ARQUITECTONICA AND ARE PENDING FIELD VERIFICATION.

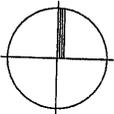
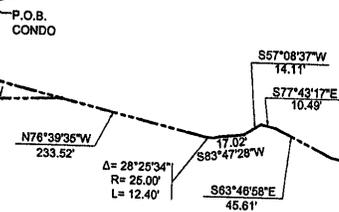
STATE ROAD No. 5-US No. 1  
SE 2nd AVE (BRICKELL AVE)



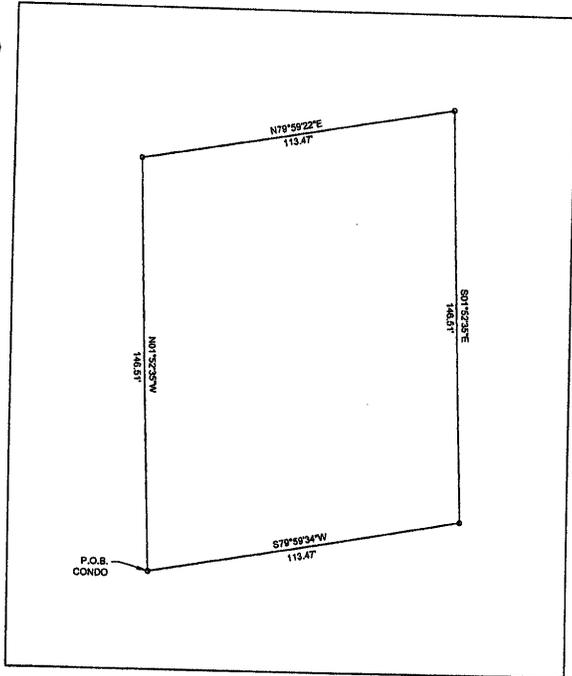
L=75.67'  
D=8°08'44"  
CH=75.61  
R=532.29  
T=37.90

R=604.25  
T=80.79  
L=160.82'  
D=15°13'48"  
CH=160.15

P.O.C.  
INTERSECTION  
OF EXTENSION  
OF THE  
NORTH LINE  
OF S.E. 5TH  
ST. & EAST  
R/W OF  
BRICKELL  
AVE. PER  
PLAT BOOK 8,  
PAGE 34



50 0 50 100  
SCALE: 1:100



**DETAIL A**

25 0 25 50  
SCALE: 1:50

P.O.C.—POINT OF COMMENCEMENT  
P.O.B.—POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

EXHIBIT 3 and 16TH - INFINITY LEVELS SKETCH

SHEET 16

THIS IS A LEGAL DESCRIPTION OF COMMERCIAL LOT 1 OF "ICONBRICKELL CONDOMINIUM NO.ONE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 64°37'49" E for 597.74 feet; to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 51°52'36" W for 31.50 feet; Thence N 38°07'24" E for 12.83 feet; Thence S 51°52'35" E for 9.00 feet; Thence N 38°07'24" E for 2.67 feet; Thence N 51°52'35" W for 12.00 feet; Thence S 38°07'24" W for 15.50 feet; Thence N 51°52'35" W for 35.17 feet; Thence N 38°20'53" E for 3.00 feet; Thence N 37°16'33" W for 2.74 feet; Thence N 52°43'27" E for 10.48 feet; Thence N 29°01'46" E for 109.70 feet; Thence S 33°58'43" E for 95.46 feet; Thence S 37°56'02" W for 66.63 feet; Thence N 28°12'00" W for 1.02 feet; Thence S 37°59'43" W for 23.05 feet; Thence N 51°52'35" W for 3.17 feet; Thence S 38°07'25" W for 3.55 feet, to the Point of Beginning.

The above described parcel lies within elevation 6.07' N.G.V.D. to elevation 16.63' N.G.V.D., 1929

All lying within the City of Miami, Miami-Dade County, Florida.

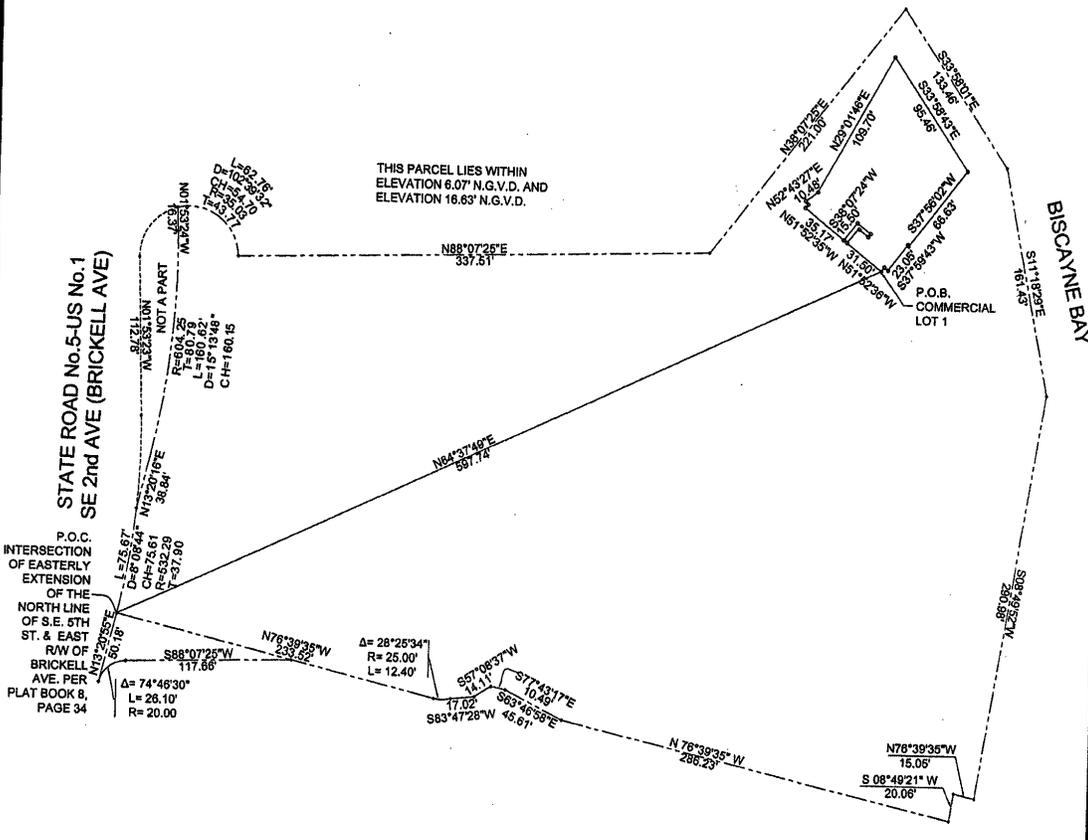
COMMERCIAL LOT 1 LEGAL DESCRIPTION  
AT BAYWALK LEVEL

EXHIBIT

4 to Cxh D

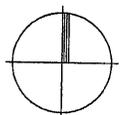
SHEET /

THIS PARCEL LIES WITHIN  
ELEVATION 6.07' N.G.V.D. AND  
ELEVATION 16.63' N.G.V.D.



P.O.C.  
INTERSECTION  
OF EASTERLY  
EXTENSION  
OF THE  
NORTH LINE  
OF S.E. 5TH  
ST. & EAST  
R/W OF  
BRICKELL  
AVE. PER  
PLAT BOOK 8,  
PAGE 34

P.O.B.  
COMMERCIAL  
LOT 1



50 0 50 100  
SCALE: 1:100

P.O.C.--POINT OF COMMENCEMENT  
P.O.B.--POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

**COMMERCIAL LOT 1 AT BAYWALK LEVEL  
LEGAL SKETCH**

EXHIBIT *4/2 CND*

SHEET *α*

THIS IS A LEGAL DESCRIPTION OF COMMERCIAL LOT 1 AT LOBBY LEVEL OF "ICONBRICKELL CONDOMINIUM NO.ONE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 67°37'32" E for 548.15 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 51°52'24" W for 38.33 feet; Thence N 37°56'58" E for 54.83 feet; Thence N 51°52'05" W for 25.83 feet; Thence S 38°07'55" W for 8.84 feet; Thence S 52°11'14" E for 19.84 feet; Thence S 38°07'00" W for 7.69 feet; Thence N 51°52'35" W for 7.61 feet; Thence S 38°07'26" W for 9.42 feet; Thence N 51°48'13" W for 25.00 feet; Thence N 53°53'17" E for 13.30 feet; Thence N 22°41'31" E for 15.04 feet; Thence N 52°47'08" E for 15.81 feet; Thence N 29°04'51" E for 25.35 feet; Thence S 64°13'06" E for 76.25 feet; Thence S 30°55'59" W for 26.72 feet; Thence S 57°56'03" W for 9.87 feet; Thence S 29°55'25" W for 15.95 feet; Thence S 51°52'35" E for 0.72 feet; Thence S 38°07'25" W for 6.68 feet; Thence N 51°35'36" W for 26.58 feet; Thence S 38°07'26" W for 14.00 feet; Thence S 51°43'12" E for 26.69 feet; Thence S 38°16'48" W for 40.76 feet, to the Point of Beginning.

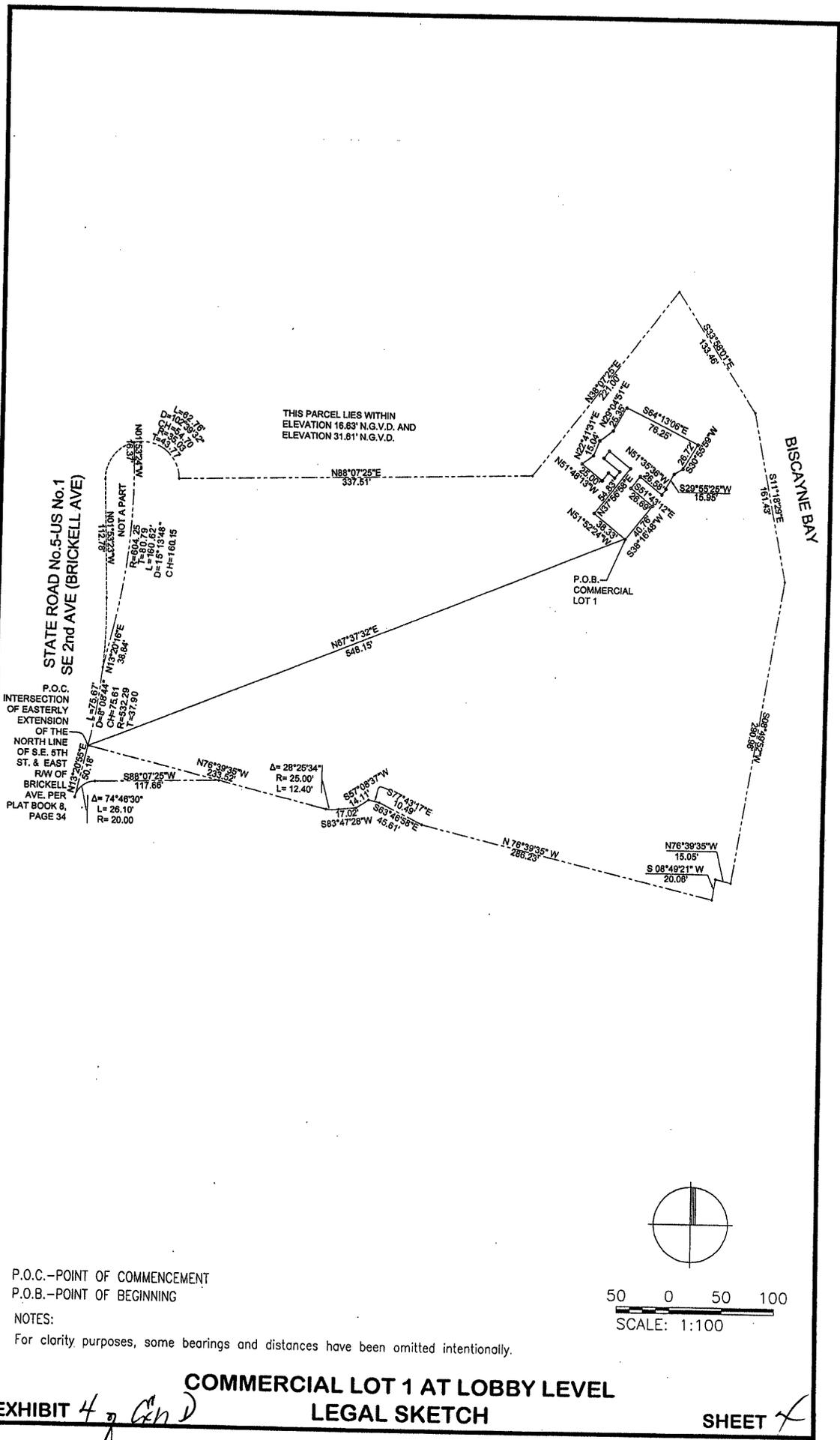
The above described parcel lies within elevation 16.63' N.G.V.D. to elevation 31.61' N.G.V.D., 1929

All lying within the City of Miami, Miami-Dade County, Florida.

COMMERCIAL LOT 1 LEGAL DESCRIPTION  
AT LOBBY LEVEL

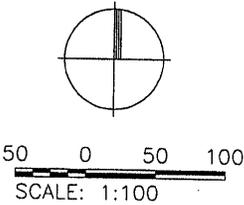
EXHIBIT *8 Ghd*

SHEET *3*



P.O.C.—POINT OF COMMENCEMENT  
 P.O.B.—POINT OF BEGINNING

NOTES:  
 For clarity purposes, some bearings and distances have been omitted intentionally.



**COMMERCIAL LOT 1 AT LOBBY LEVEL  
 LEGAL SKETCH**

EXHIBIT 4 of *Gen D*

SHEET *F*

**THIS IS A LEGAL DESCRIPTION OF COMMERCIAL LOT 1 AT 3RD LEVEL OF "ICONBRICKELL CONDOMINIUM NO.ONE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 67°43'48" E for 547.91 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 51°52'19" W for 38.52 feet; Thence N 38°07'25" E for 55.67 feet; Thence N 51°52'01" W for 26.66 feet; Thence S 38°07'59" W for 8.67 feet; Thence S 51°52'03" E for 20.34 feet; Thence S 38°17'13" W for 17.35 feet; Thence N 51°52'33" W for 32.47 feet; Thence N 53°53'53" E for 13.53 feet; Thence N 22°41'31" E for 15.04 feet; Thence N 52°47'08" E for 15.81 feet; Thence N 29°02'34" E for 25.35 feet; Thence S 64°13'06" E for 76.26 feet; Thence S 30°55'59" W for 26.72 feet; Thence S 57°56'11" W for 9.87 feet; Thence S 29°55'34" W for 15.96 feet; Thence S 52°42'44" E for 1.22 feet; Thence S 37°17'16" W for 6.58 feet; Thence N 51°52'37" W for 27.05 feet; Thence S 38°07'26" W for 14.00 feet; Thence S 51°54'39" E for 26.62 feet; Thence S 38°05'21" W for 41.66 feet, to the Point of Beginning.

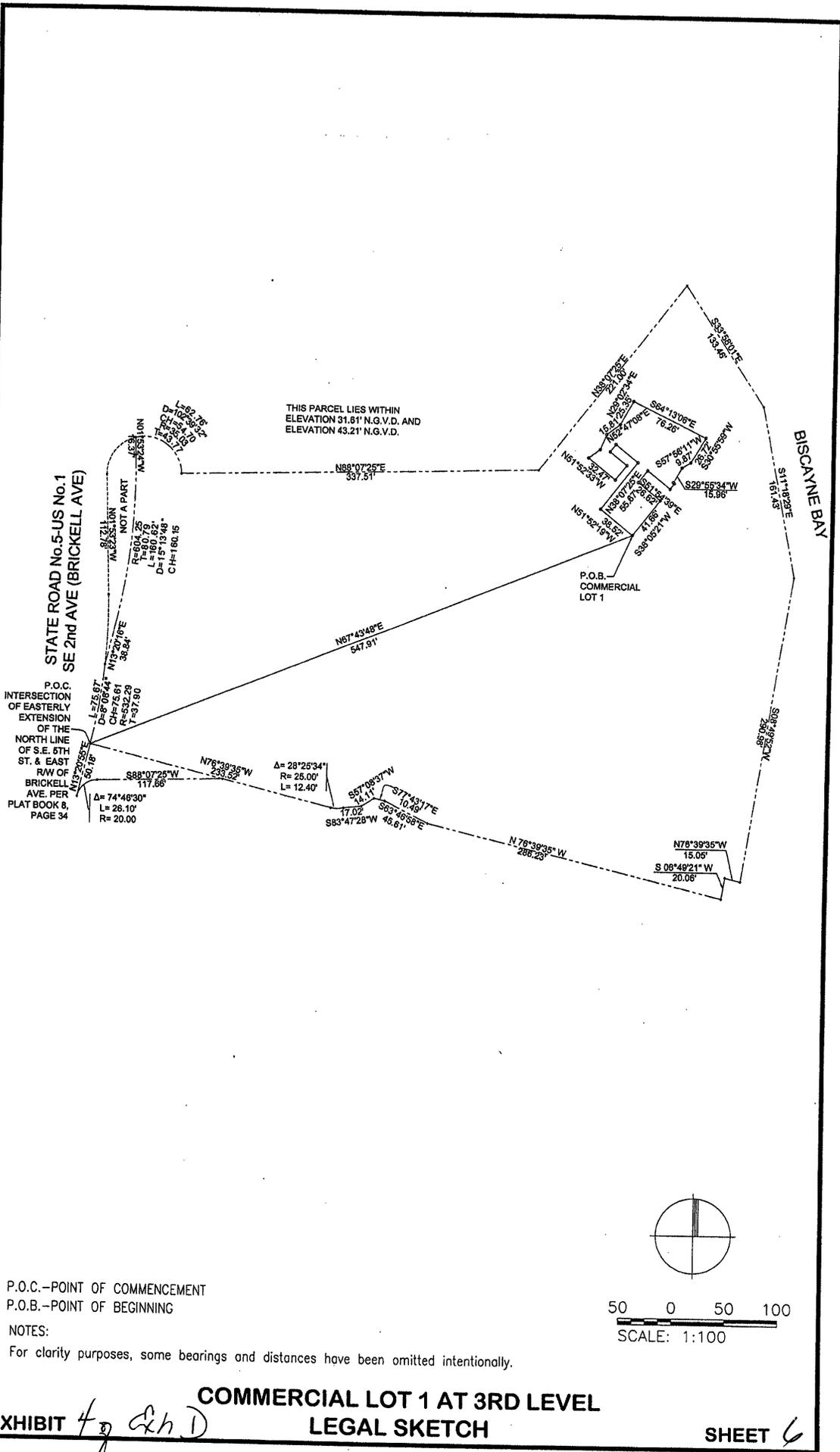
The above described parcel lies within elevation 31.61' N.G.V.D. to elevation 43.21' N.G.V.D., 1929

All lying within the City of Miami, Miami-Dade County, Florida.

**COMMERCIAL LOT 1 LEGAL DESCRIPTION  
AT 3RD LEVEL**

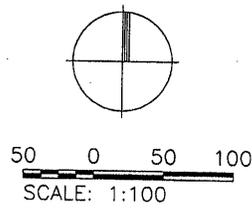
EXHIBIT 4 of Exhibit D

SHEET 5



P.O.C.—POINT OF COMMENCEMENT  
 P.O.B.—POINT OF BEGINNING

NOTES:  
 For clarity purposes, some bearings and distances have been omitted intentionally.



**COMMERCIAL LOT 1 AT 3RD LEVEL  
 LEGAL SKETCH**

EXHIBIT *f g & h D*

SHEET *6*

THIS IS A LEGAL DESCRIPTION OF COMMERCIAL LOT 2 OF "ICONBRICKELL CONDOMINIUM NO.TWO", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run S 79°15'45" E for 469.17 feet; to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 13°36'42" E for 31.00 feet; Thence S 76°23'18" E for 41.50 feet; Thence S 13°36'42" W for 31.00 feet; Thence N 76°23'18" W for 3.08 feet; Thence S 21°34'42" W for 2.66 feet; Thence N 68°37'12" W for 24.49 feet; Thence S 88°26'16" W for 10.48 feet; Thence N 01°02'42" W for 2.13 feet; Thence N 76°23'18" W for 3.13 feet, to the Point of Beginning.

Together with the following described parcel:

From the aforementioned P.O.C. run S 85°44'23" E for 525.06 feet to the Point of Beginning of a parcel hereinafter described;

From said P.O.B. run S 76°23'18" E for 47.24 feet; Thence N 24°25'21" E for 7.30 feet; Thence S 76°23'18" E for 27.07 feet; Thence S 08°53'15" W for 79.07 feet; Thence N 68°43'35" W for 73.87 feet; Thence S 89°08'28" W for 11.02 feet; Thence N 36°45'40" W for 4.31 feet; Thence N 13°36'48" E for 40.33 feet; Thence S 76°23'12" E for 5.00 feet; Thence N 13°36'42" E for 21.46 feet, to the Point of Beginning.

The above described parcel lies within elevation 6.20' N.G.V.D. to elevation 16.70' N.G.V.D., 1929

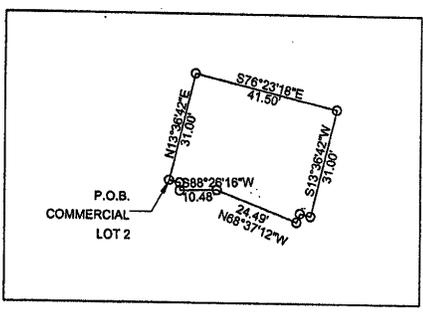
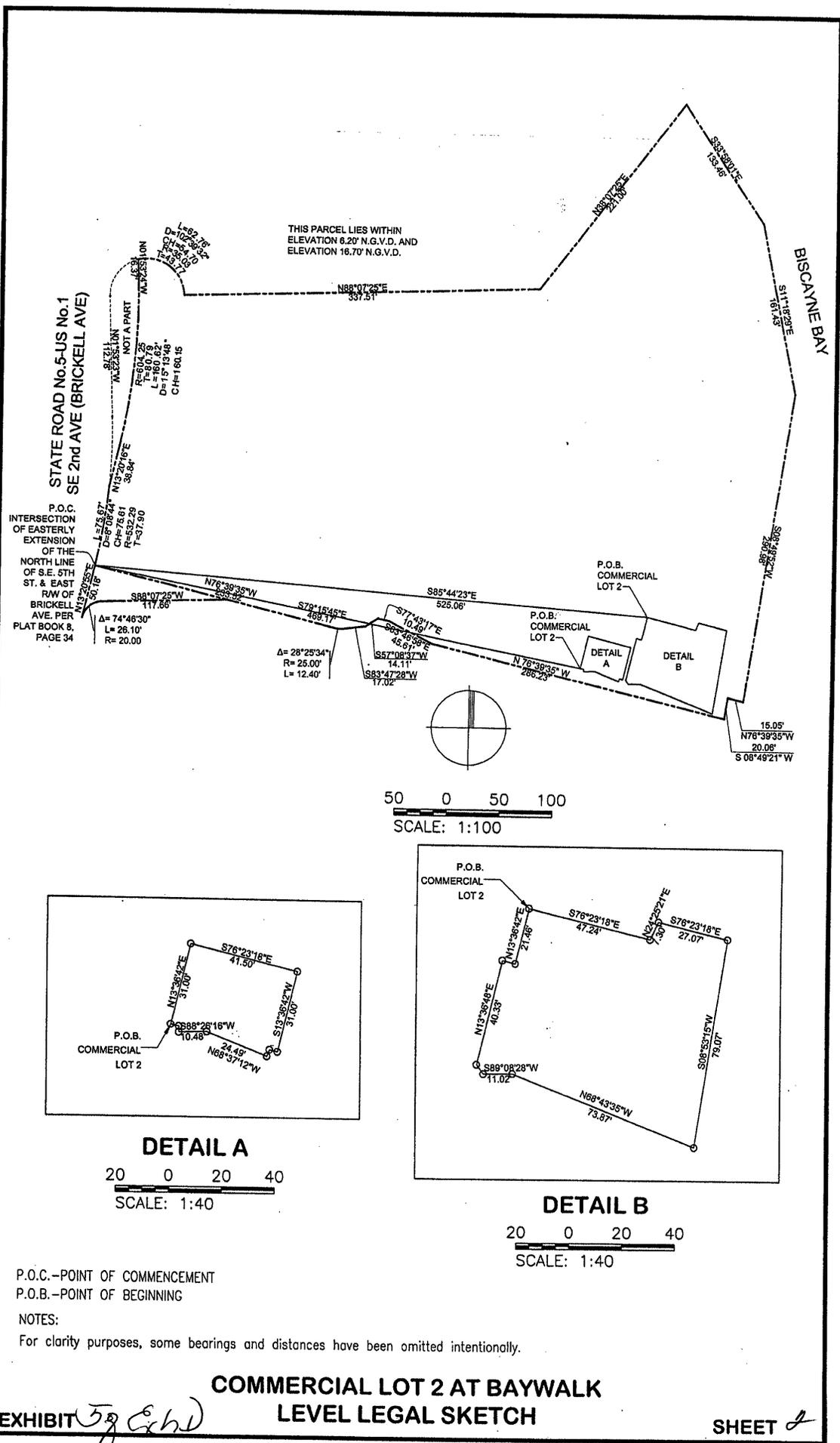
All lying within the City of Miami, Miami-Dade County, Florida.

**COMMERCIAL LOT 2 LEGAL DESCRIPTION  
AT BAYWALK LEVEL**

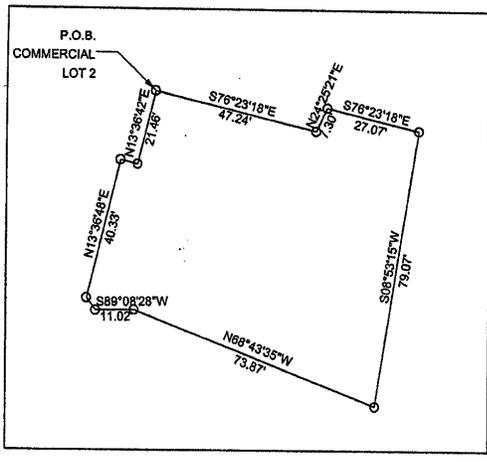
EXHIBIT

570 R 1

SHEET



20 0 20 40  
SCALE: 1:40



20 0 20 40  
SCALE: 1:40

P.O.C. - POINT OF COMMENCEMENT  
P.O.B. - POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

**COMMERCIAL LOT 2 AT BAYWALK  
LEVEL LEGAL SKETCH**

EXHIBIT 59 Ehd

SHEET 4

THIS IS A LEGAL DESCRIPTION OF COMMERCIAL LOT 2 AT LOBBY LEVEL OF "ICONBRICKELL CONDOMINIUM NO.TWO", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run S 83°00'33" E for 471.91 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run S 76°15'33" E for 19.86 feet; Thence N 13°44'27" E for 2.97 feet; Thence S 76°23'18" E for 7.77 feet; Thence S 13°36'42" W for 2.93 feet; Thence S 76°23'18" E for 13.74 feet; Thence S 13°36'42" W for 17.50 feet; Thence S 76°23'18" E for 3.23 feet; Thence N 13°36'42" E for 56.00 feet; Thence S 78°17'05" E for 3.33 feet; Thence N 11°45'16" E for 3.42 feet; Thence S 76°23'18" E for 21.05 feet; Thence S 13°36'42" W for 3.03 feet; Thence S 76°23'18" E for 2.95 feet; Thence N 22°10'34" E for 3.05 feet; Thence S 67°49'26" E for 22.47 feet; Thence S 13°36'42" W for 3.34 feet; Thence S 76°23'18" E for 3.15 feet; Thence S 24°11'44" W for 20.90 feet; Thence N 76°02'30" W for 3.43 feet; Thence S 13°36'42" W for 3.23 feet; Thence S 76°02'28" E for 2.83 feet; Thence S 24°11'44" W for 42.88 feet; Thence N 76°07'21" W for 3.88 feet; Thence S 13°48'04" W for 3.18 feet; Thence N 67°51'47" W for 23.28 feet; Thence S 89°07'41" W for 10.62 feet; Thence N 00°52'27" W for 2.25 feet; Thence N 76°23'18" W for 2.97 feet; Thence N 13°36'42" E for 7.50 feet; Thence N 76°23'18" W for 3.25 feet; Thence S 13°28'56" W for 7.50 feet; Thence N 76°23'18" W for 3.07 feet; Thence S 21°19'05" W for 2.87 feet; Thence N 68°40'54" W for 24.40 feet; Thence S 88°38'54" W for 10.30 feet; Thence N 01°21'01" W for 2.30 feet; Thence N 76°23'18" W for 3.10 feet; Thence N 13°23'54" E for 30.77 feet, to the Point of Beginning.

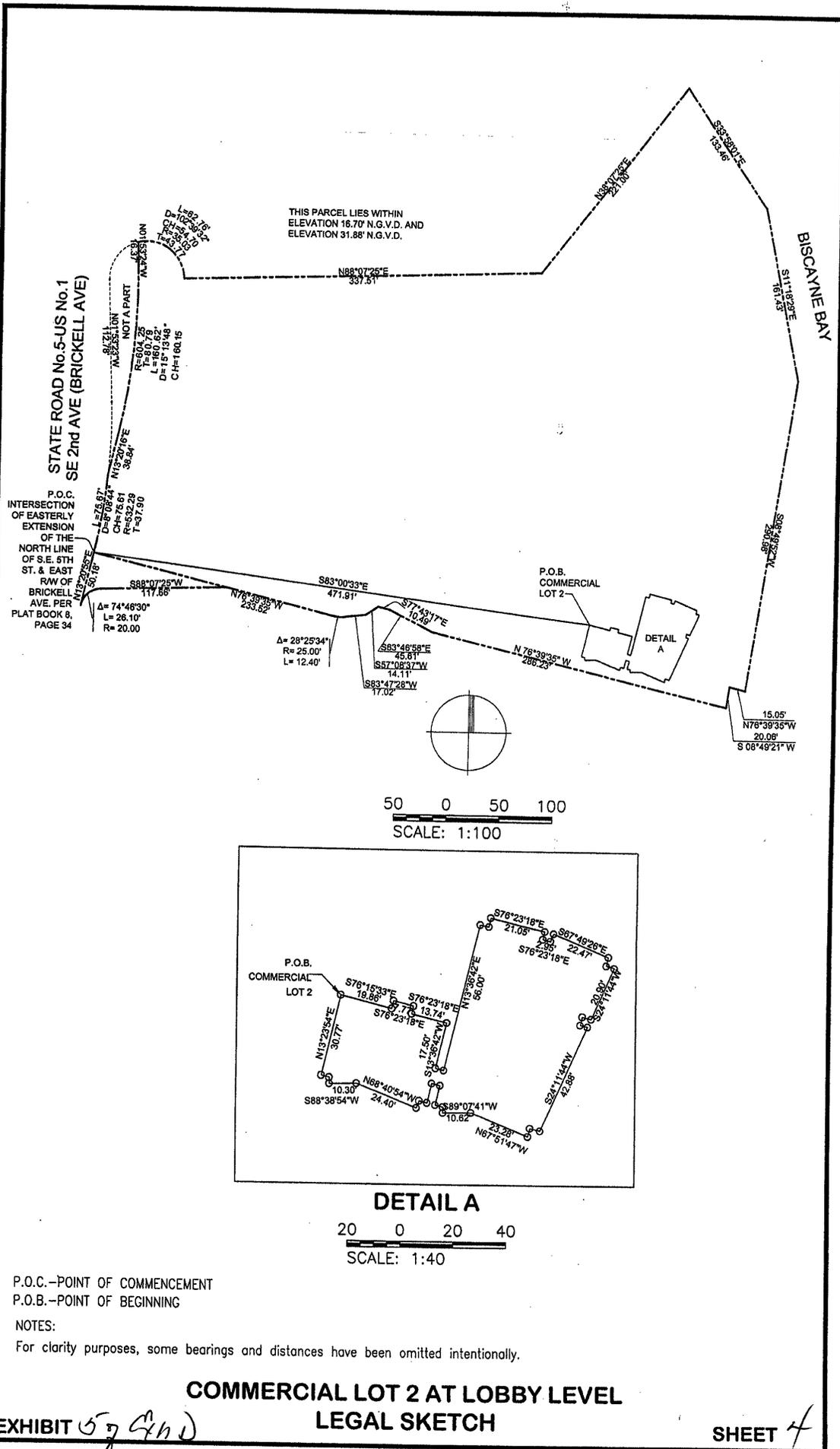
The above described parcel lies within elevation 16.70' N.G.V.D. to elevation 31.88' N.G.V.D., 1929

All lying within the City of Miami, Miami-Dade County, Florida.

COMMERCIAL LOT 2 LEGAL DESCRIPTION  
AT LOBBY LEVEL

EXHIBIT 59 C&D

SHEET 3



THIS PARCEL LIES WITHIN  
ELEVATION 16.70' N.G.V.D. AND  
ELEVATION 31.88' N.G.V.D.

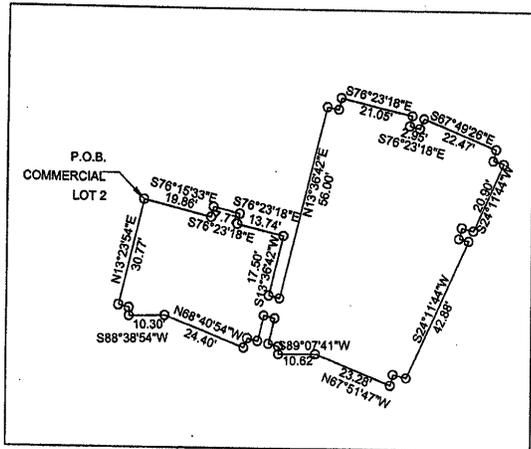
STATE ROAD No. 5-JS No. 1  
SE 2nd AVE (BRICKELL AVE)

P.O.C.  
INTERSECTION  
OF EASTERLY  
EXTENSION  
OF THE  
NORTH LINE  
OF S.E. 5TH  
ST. & EAST  
R/W OF  
BRICKELL  
AVE. PER  
PLAT BOOK 8,  
PAGE 34

P.O.B.  
COMMERCIAL  
LOT 2

DETAIL  
A

50 0 50 100  
SCALE: 1:100



DETAIL A

20 0 20 40  
SCALE: 1:40

P.O.C.—POINT OF COMMENCEMENT  
P.O.B.—POINT OF BEGINNING

NOTES:

For clarity purposes, some bearings and distances have been omitted intentionally.

**COMMERCIAL LOT 2 AT LOBBY LEVEL  
LEGAL SKETCH**

EXHIBIT 57 (Handwritten)

SHEET 4

THIS IS A LEGAL DESCRIPTION OF COMMERCIAL LOT 2 AT 3RD LEVEL OF "ICONBRICKELL CONDOMINIUM NO.TWO", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run S 88°23'00" E for 464.05 feet; to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run S 76°23'18" E for 52.83 feet; Thence S 13°36'42" W for 3.42 feet; Thence S 76°27'36" E for 3.33 feet; Thence S 13°36'42" W for 5.67 feet; Thence N 76°23'18" W for 21.59 feet; Thence S 13°36'42" W for 14.67 feet; Thence S 76°20'04" E for 3.09 feet; Thence S 13°41'33" W for 8.16 feet; Thence N 76°23'18" W for 37.66 feet; Thence N 13°36'42" E for 31.92 feet, to the Point of Beginning.

Together with the following described parcel:

From the aforementioned P.O.C. run S 83°01'32" E for 471.74 feet to the Point of Beginning of a parcel hereinafter described;

From said P.O.B. run S 76°23'18" E for 41.50 feet; Thence S 13°36'42" W for 31.00 feet; Thence N 76°23'18" W for 3.08 feet; Thence S 21°34'42" W for 2.66 feet; Thence N 68°37'12" W for 24.49 feet; Thence S 88°26'16" W for 10.48 feet; Thence N 01°02'42" W for 2.13 feet; Thence N 76°23'18" W for 3.13 feet; Thence N 13°36'42" E for 31.00 feet, to the Point of Beginning.

Together with the following described parcel:

From the aforementioned P.O.C. run S 86°58'00" E for 525.34 feet to the Point of Beginning of a parcel hereinafter described;

Thence from said P.O.B. run S 76°23'16" E for 21.17 feet; Thence S 13°36'42" W for 2.92 feet; Thence S 76°23'18" E for 2.73 feet; Thence N 22°09'36" E for 2.96 feet; Thence S 67°50'24" E for 22.74 feet; Thence S 14°02'20" W for 3.21 feet; Thence S 76°00'55" E for 3.05 feet; Thence S 24°26'43" W for 21.11 feet; Thence N 76°23'18" W for 3.21 feet; Thence S 13°36'42" W for 3.00 feet; Thence S 76°48'00" E for 2.75 feet; Thence S 24°11'44" W for 12.94 feet; Thence N 77°12'33" W for 3.37 feet; Thence S 13°36'42" W for 2.75 feet; Thence S 76°20'47" E for 2.85 feet; Thence S 24°11'44" W for 27.33 feet; Thence N 76°32'42" W for 3.75 feet; Thence S 14°45'41" W for 3.08 feet; Thence N 67°51'47" W for 23.35 feet; Thence S 89°07'41" W for 10.73 feet; Thence N 00°52'29" W for 2.16 feet; Thence N 76°23'18" W for 3.00 feet; Thence N 13°36'42" E for 69.50 feet; Thence S 76°23'18" E for 3.33 feet; Thence N 13°36'43" E for 3.42 feet, to the Point of Beginning.

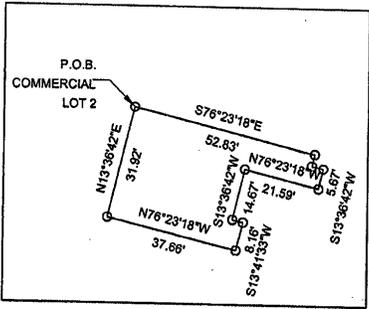
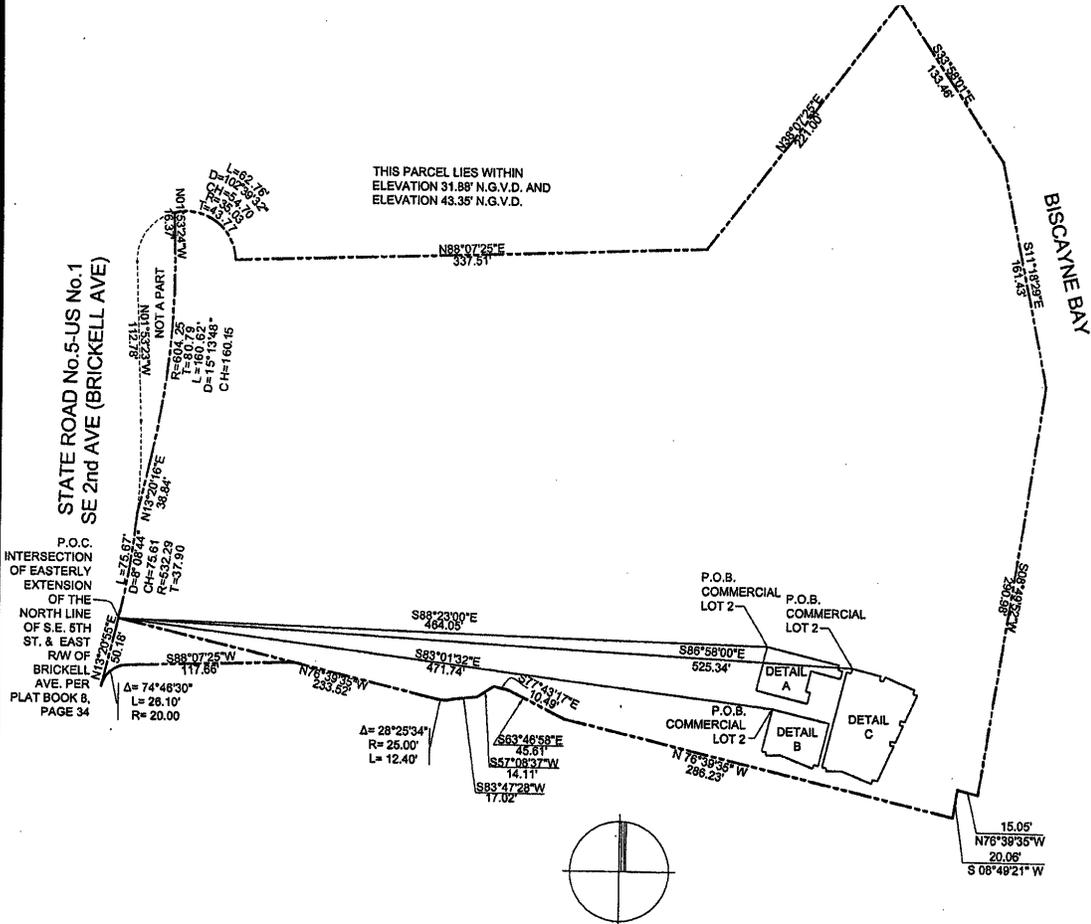
The above described parcel lies within elevation 31.88' N.G.V.D. to elevation 43.35' N.G.V.D., 1929

All lying within the City of Miami, Miami-Dade County, Florida.

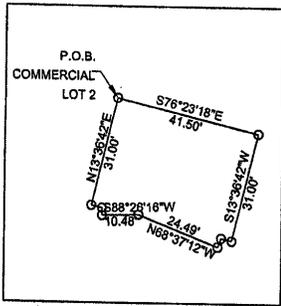
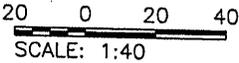
COMMERCIAL LOT 2 LEGAL DESCRIPTION  
AT 3RD LEVEL

EXHIBIT 57 *57*

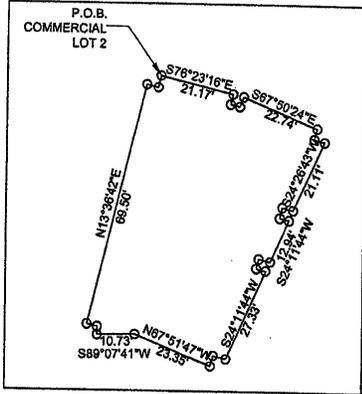
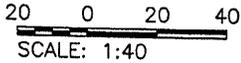
SHEET 5



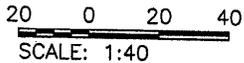
**DETAIL A**



**DETAIL B**



**DETAIL C**



P.O.C. - POINT OF COMMENCEMENT  
P.O.B. - POINT OF BEGINNING

NOTES:  
For clarity purposes, some bearings and distances have been omitted intentionally.

**COMMERCIAL LOT 2 AT 3RD LEVEL  
LEGAL SKETCH**

EXHIBIT 59 *CHD*

SHEET 6

**Exhibit "E"**

*Legal Description of The Properties*

The Properties shall consist of the land which is legally described on Exhibit "1" to this Exhibit "E" LESS AND EXCEPT the property which is legally described on Exhibit "2" to this Exhibit "E".

"THE PROPERTIES" LEGAL DESCRIPTION:

All that part of "Brickell Point", according to the plat thereof as recorded in Plat Book 8, Page 34, of the Public Records of Miami-Dade County, Florida, lying and being in the City of Miami-Dade County, Florida, described as follows:

PARCEL 1:

Commence at the intersection of the Easterly extension of the North line of Southeast 5th Street with the East right-of-way line of Brickell Avenue as shown on said plat of "Brickell Point" recorded in Plat Book 8, Page 34; thence run South 76 degrees 39' 35" East, along the North line of the Private Drive as shown on said "Brickell Point", for a distance of 40.00 feet, to the Point of Beginning of the parcel of land hereinafter to be described:

Thence continue South 76 degrees 39' 35" East, along the last described course, for a distance of 193.52 feet, to the Point of Curvature; thence run through the next 3 courses along North line of said Private Drive, as follows: run Easterly and Northeasterly along a circular curve to the left, concave to the Northwest, having a radius of 25 feet, a central angle of 71 degrees 04' 35", through an arc distance of 31.01 feet, to a Point of Reverse Curvature; thence run Easterly and Southeasterly, along a circular curve to the right, concave to the South, having a radius of 40 feet, a central angle of 122 degrees 23' 40", through an arc distance of 85.45 feet, to a point; thence run South 76 degrees 39' 35" East, for a distance of 295 feet, more or less, to the shoreline of Biscayne Bay as shown on said plat of "Brickell Point" recorded in Plat Book 8, Page 34 (dated: September 1921); thence meander Northwardly along said shoreline, on a general direction of North 9 degrees East, more or less, for a distance of 361 feet, more or less, to a point, said point being marked as H.L. 36 as shown on a Metropolitan Dade County Bulkhead Line map recorded in Plat Book 74, Page 18, of the Public Records of Miami-Dade County, Florida; thence meander Northwesterly along said shoreline on a general direction of North 22 degrees West, more or less, for a distance of 180 feet, more or less, to a point, said point being the Easterly end point of a Tentative Harbor Line as shown on said plat of "Brickell Point" recorded in Plat Book 8, Page 34 (dated: September 1921) and also being marked on said Plat Book 74, Page 18 as HL 1; thence meander further Northwesterly, along said shoreline, on a general direction of North 37' 30" West, more or less, for a distance of 62 feet, more or less, to a point; thence run South 38 degrees 07' 25" West, for a distance of 240 feet, more or less, to a point; thence run South 88 degrees 07' 25" West, for a distance of 337.50 feet, to a point on the arc of a 35-foot radius curve, said point bearing South 88 degrees 07' 25" West to the center of said curve; thence run Southerly and Southwesterly along said circular curve to the right, concave to the West, having a radius of 35.00 feet, a central angle of 55 degrees 09' 00", through an arc distance of 33.69 feet, to a Point of Reverse Curvature; thence run Southwesterly and Southerly along a circular curve to the left, concave to the East having a radius of 35 feet, a central angle of 55 degrees 09' 00" through an arc distance of 33.69 feet to a Point of Tangency; thence run South 1 degree 52' 35" East, for a distance of 55.33 feet to a Point of Curvature; thence Southerly and Southwesterly, along a circular curve to the right, concave to the West having a radius of 572.28 feet, a central angle of 15 degrees 13' 30" through an arc distance of 152.07 feet, to the Point of Beginning.

PARCEL 2:

An undivided 9/15 fee simple interest in and to the following parcel:

Begin at the intersection of the Easterly extension of the North line of Southeast 5th Street with the Easterly line of Brickell Avenue as shown on said plat of "Brickell Point" recorded in Plat Book 8, at Page 34 of the Public Records of Miami-Dade County, Florida; thence run Northerly on the Easterly boundary line of Brickell Avenue (Southeast 2nd Avenue bridge approach) across the Miami River, according to Condemnation Proceedings recorded July 16, 1928, in Circuit Court Minute Book 36, at Page 290 of the Public Records of Miami-Dade County, Florida, along a circular curve to the left, concave to the West, having a radius of 532.28 feet, a central angle of 15 degrees 13' 30", for an arc distance of 141.44 feet, to the Point of Tangency; thence continue along the East boundary line of said Southeast 2nd Avenue bridge approach across the Miami River, along the line whose bearing is North 1 degree 52' 35" West, for a distance of 112.78 feet, to a point; thence run Northerly, Easterly and Southerly along a circular curve to the right concave to the South, having a radius of 35 feet, a central angle of 235 degrees 09' 00" through an arc distance of 143.65 feet, to the Point of Reverse Curvature; thence run Southwesterly and Southerly along a circular curve to the left, concave to the East, having a radius of 35 feet, a central angle of 55 degrees 09' 00", through an arc distance of 33.69 feet, to the Point of Tangency; thence run South 1 degree 52' 35" East, along a line parallel to and 40 feet Easterly from the Easterly boundary line of said Southeast Second Avenue bridge approach across the Miami River, measured at right angles thereto, for a distance of 55.33 feet to a Point of Curvature; thence run Southerly on a line parallel to and 40 feet Easterly from, measured radially to the Easterly boundary line of the said Southeast Second Avenue bridge approach across the Miami River, along a curve to the left, concave to the West having a radius of 572.28 feet, a central angle of 15 degrees 13' 30", through an arc distance of 152.07 feet to a point on the North boundary line of the Private Drive as shown on said plat of Brickell Point; thence run North 76 degrees 39' 55" West, along the North boundary line of said Private Drive, for a distance of 40 feet to the Point of Beginning.

EXHIBIT 17E "THE PROPERTIES" LEGAL DESCRIPTION

SHEET 1

LESS AND EXCEPT FROM THE FOREGOING PARCEL 2 THE FOLLOWING FEE SIMPLE RIGHT OF WAY KNOWN AS "PARCEL 102" TAKEN BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PURSUANT TO ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 15569, PAGE 1203, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 102:

That portion of Brickell Point, according to the plat thereof as recorded in Plat Book 8, Page 93, of the Public Records of Miami-Dade County, Florida, and lying in Section 38, Township 54 South, Range 42 East, Miami-Dade County, Florida being bounded and described as follows:

COMMENCE at the point of intersection of the Easterly Right of Way line of Brickell Avenue with the Northerly line of S.E. 5th Street as shown on the plat of Brickell Point, as recorded in Plat Book 8, Page 93, of the Public Records of Miami-Dade County, Florida, said point being the point of curvature (P.C.) for circular curve having the following elements, a radius of 532.28 feet, a central angle of 08 degrees 08' 44", a chord of 75.61 feet and a chord bearing of N 08 degrees 52' 32" E; thence run along said Easterly right of way of Brickell Avenue and said curve to the left an arc distance of 75.67 feet to the Point of Beginning of the parcel of land hereinafter to be described, said point lying on the arc of a curve, said curve having the following elements, a radius of 532.28 feet, a central angle of 07 degrees 05' 04", a chord of 65.77 feet and a chord bearing of N 01 degree 15' 38" E; thence continue along said Right of Way line and said curve to the left an arc distance of 65.81 feet to the point of tangency (P.T.) of said curve; thence N 02 degrees 16' 54" W along Right of Way line a distance of 112.78 feet to a point of curvature (P.C.) of a circular curve to the right having the following elements, a radius of 35.00 feet, a central angle of 77 degrees 23' 35", a chord of 43.76 feet and a chord bearing of N 36 degrees 24' 53" E; thence continue along said Easterly Right of Way line of Brickell Avenue of said curve to the right of an arc distance of 47.28 feet to a point of intersection with a non-tangent line; thence run S 02 degrees 16' 54" E along said non tangent line a distance of 16.37 feet to a point of curvature (P.C.) with a circular curve to the right having the following elements, a radius of 604.25 feet, a central angle of 15 degrees 13' 48", a chord of 160.15 feet and a chord bearing of N 05 degrees 20' 00" E; thence run along said curve to the right an arc distance of 160.62 feet to the point of tangency (P.T.); thence run S 12 degrees 56' 54" W a distance of 38.84 feet to the Point of Beginning. Being a portion of those lands described in Official Records Book 11262, Page 739, of the Public Records of Miami-Dade County, Florida.

Together with all rights of ingress and egress established in that certain Order dated March 9, 1945, entered in Chancery Case No. 54811 of the Circuit Court of the Eleventh Judicial Court in and for Judicial Court in and for Dade County, Florida, as recorded in Chancery Order Book 719, Page 191, of the Public Records of Miami-Dade County, Florida.

PARCEL 3:

Together with rights of ingress and egress from the publicly dedicated and maintained street known as "Brickell Avenue" to Parcel 1 of the Insured Property over and across Parcel 2 of the Insured Property created as a Common Easement for private road right-of-way in Chancery Case No. 54811 of the Circuit Court of the Eleventh Judicial Court in and for Judicial Court in and for Miami-Dade County, Florida, as recorded in Chancery Order Book 719, Page 191, of the Public Records of Miami-Dade County, Florida, as affected by Private Access Road Agreement between MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, 97807 CANADA LTD./LTEE., a Canadian corporation, 275214 CANADA, INC., a Canadian corporation and 468310 ONTARIO, INC., a Canadian corporation, recorded May 24, 1995 in Official Records Book 16791, Page 2561, of the Public Records of Miami-Dade County, Florida.

PARCEL 4:

A portion of "BRICKELL PARK", according to the plat thereof as recorded in Plat Book 15, Page 39 and a portion of Deed Book 323, Page 298, as shown on "BRICKELL POINT", according to the plat thereof as recorded in Plat Book 8, Page 34, both of the Public Records of Miami-Dade County, Florida, lying and being in the City of Miami, Miami-Dade County, Florida, being more particularly described as follows:

Begin at the intersection of the Easterly extension of the North line of Southeast 5th Street with the East right-of-way line of Brickell Avenue as shown on said plat of "BRICKELL POINT" recorded in Plat Book 8, Page 34; thence South 76 degrees 39' 35" East, along the North line of the PRIVATE DRIVE as shown on said "BRICKELL POINT" for 62.36 feet; thence South 13 degrees 20' 25" West for 17.93 feet; thence South 88 degrees 07' 25" West for 49.35 feet to a point of curvature; thence Southwesterly along a 20.00 foot radius curve, leading to the left, through a central angle of 74 degrees 46' 30" for an arc distance of 26.10 feet to a point of cusp, said point lying on said right of way line of Brickell Avenue; thence North 13 degrees 20' 55" East along said East right of way line for 50.18 feet to the Point of Beginning.

AND

**"THE PROPERTIES" LEGAL DESCRIPTION  
CONTINUED**

EXHIBIT 13 SHE

SHEET 2

A portion of "BRICKELL PARK", according to the plat thereof as recorded in Plat Book 15, Page 39 and a portion of Deed Book 323, Page 298, as shown on "BRICKELL POINT", according to the plat thereof as recorded in Plat Book 8, Page 34, both of the Public Records of Miami-Dade County, Florida, lying and being in the City of Miami, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the intersection of the Easterly extension of the North line of Southeast 5th Street with the East right-of-way line of Brickell Avenue as shown on said plat of "BRICKELL POINT" recorded in Plat Book 8, Page 34; thence run South 76 degrees 39' 35" East, along the North line of the PRIVATE DRIVE as shown on said "BRICKELL POINT", for 62.36 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue South 76 degrees 39' 35" East for 65.92 feet to Reference Point "A"; thence South 88 degrees 07' 25" West for 68.31 feet; thence North 13 degrees 20' 25" East for 17.93 feet to the Point of Beginning.

AND

Commence at said Reference Point "A"; thence South 76 degrees 39' 35" East along said North line of the Private Drive as shown on the BRICKELL POINT for 105.24 feet to a point of curvature; thence Northeasterly along a 25.00 foot radius curve, leading to the left through a central angle of 28 degrees 25 degrees 34' for an arc distance of 12.40 feet to the Point of Beginning of the hereinafter described parcel of land; thence continue along said circular curve, leading to the left, through a central angle of 42 degrees 39' 01" for an arc distance of 18.61 feet to a point of reverse curvature; thence Northeasterly and Southeasterly, along a circular curve to the right, concave to the South, having a radius of 40 feet, through a central angle of 122 degrees 23' 40", for an arc distance of 85.45 feet to a point on a non-tangent line; thence South 76 degrees 39' 35" East for 284.60 feet; thence South 08 degrees 49' 52" West for 20.06 feet; thence North 76 degrees 39' 35" West for 286.23 feet; thence North 63 degrees 46' 58" West for 45.61 feet; thence North 77 degrees 43' 17" West for 10.49 feet; thence South 57 degrees 08' 37" West for 14.11 feet; thence South 83 degrees 47' 28" West for 17.02 feet to the Point of Beginning.

PARCEL 5:

A non-exclusive temporary construction easement more particularly described and created by the Easement Agreement dated November 18, 2005 from the City of Miami to City National Bank of Florida recorded in Official Records Book 24097, Page 2136, of the Public Records of Miami-Dade County, Florida.

PARCEL 6:

A non-exclusive temporary easement for access and staging over the West Parcel created by the Reciprocal Temporary Easement Agreement between TRG-Brickell Point West, Ltd., a Florida limited partnership and City National Bank of Florida, a national banking association, as Trustee under land Trust No. 2401-1863-00 dated June 19, 2006 and recorded June 21, 2006 in Official Records Book 24653, Page 2163, of the Public Records of Miami-Dade County, Florida.

*LESS AND EXCEPT:*

"THE PROPERTIES" LEGAL DESCRIPTION

EXHIBIT 1 of C&E  
J

CONTINUED

SHEET 3

THIS IS A LEGAL DESCRIPTION OF FUTURE DEVELOPMENT PROPERTY AT LOBBY LEVEL OF "ICONBRICKELL CONDOMINIUM NO.ONE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commence at the Intersection of the Easterly extension of the North right-of-way line of the Southeast 5th Street and the East right-of-way line of Brickell Avenue as per Plat Book 8 Page 34 of the Public Records of Miami-Dade County, Florida. Said Point being the Point of Commencement (P.O.C.) of the following described parcel:

Thence from said P.O.C run N 74°16'38" E for 260.34 feet, to the Point of Beginning (P.O.B.) of a parcel hereinafter described; Thence from said P.O.B. run N 01°37'03" W for 36.88 feet; Thence N 88°07'25" E for 40.57 feet; Thence S 01°52'35" E for 0.33 feet; Thence N 88°07'53" E for 1.33 feet; Thence S 01°53'43" E for 12.34 feet; Thence S 88°07'25" W for 1.33 feet; Thence S 01°52'42" E for 3.33 feet; Thence N 88°07'18" E for 1.33 feet; Thence S 01°51'48" E for 14.82 feet; Thence S 80°15'00" W for 14.62 feet; Thence N 09°45'00" W for 1.33 feet; Thence S 80°15'00" W for 1.33 feet; Thence S 09°43'21" E for 1.33 feet; Thence S 80°16'38" W for 12.73 feet; Thence N 09°45'00" W for 1.33 feet; Thence S 80°15'00" W for 1.33 feet; Thence S 09°45'00" E for 1.33 feet; Thence S 79°10'50" W for 12.49 feet; to the Point of Beginning.

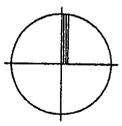
The above described parcel lies within elevation 16.63' N.G.V.D. to elevation 31.61' N.G.V.D., 1929

All lying within the City of Miami, Miami-Dade County, Florida.

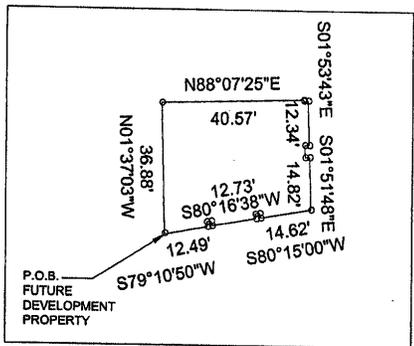
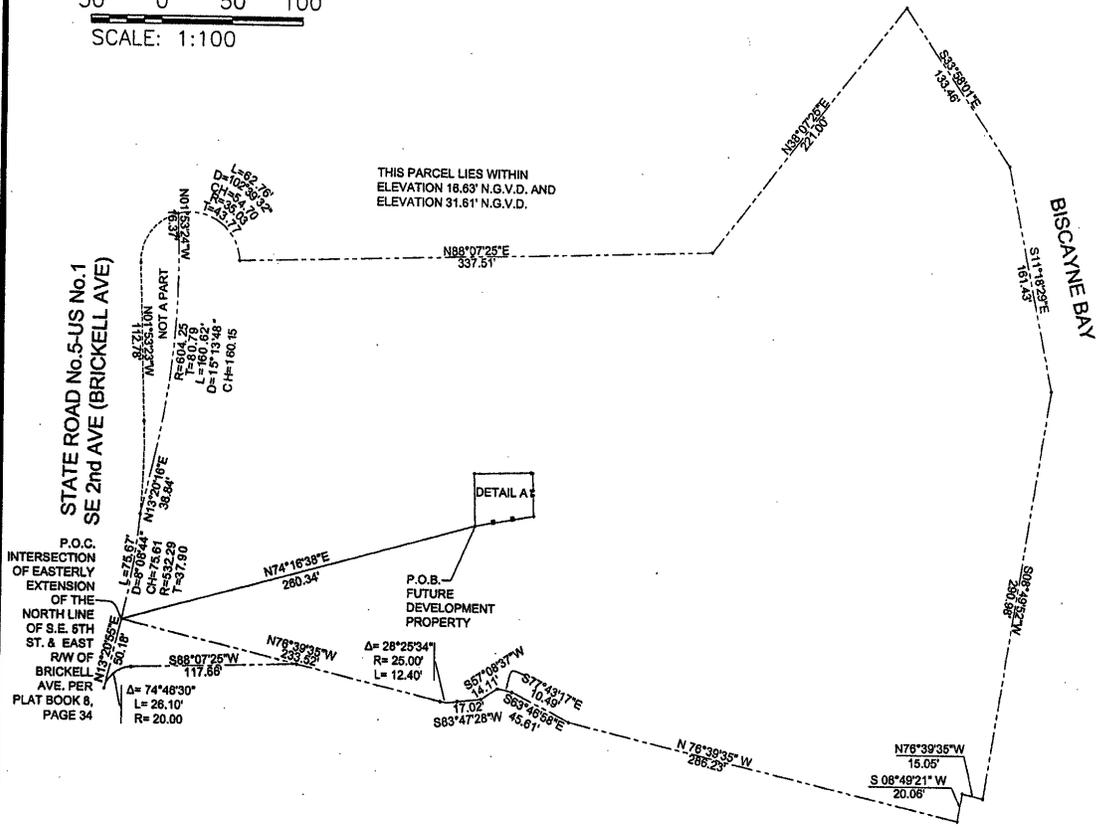
**FUTURE DEVELOPMENT PROPERTY LEGAL DESCRIPTION  
AT LOBBY LEVEL**

EXHIBIT *29E*

SHEET /



50 0 50 100  
 SCALE: 1:100



20 0 20 40  
 SCALE: 1:40

P.O.C.—POINT OF COMMENCEMENT  
 P.O.B.—POINT OF BEGINNING

NOTES:  
 For clarity purposes, some bearings and distances have been omitted intentionally.

**FUTURE DEVELOPMENT PROPERTY AT LOBBY LEVEL**  
**LEGAL SKETCH**

EXHIBIT *log 2/11/11*

SHEET *2*