

DECLARATION FOR THE CREATION OF A CONDOMINIUM
PURSUANT TO THE CONDOMINIUM ACT, CHAPTER
711 LAWS OF FLORIDA, ACTS OF 1969

DECLARATION OF CONDOMINIUM

I

SUBMISSION STATEMENT

The undersigned, being the holder of title of record to the following described real property situate, lying and being in Dade County, Florida, to-wit:

Lot 2 and the Southeasterly 50 feet of Lot 3 in Block "G" of BRICKELL HAMMOCK, UNIT NO. 1 EXTENSION, according to the Plat thereof, recorded in Plat Book 7, at Page 87, of the Public Records of Dade County, Florida;

ALSO that part of Lot 1, in Block "G" of Brickell Hammock, Unit No. 1 Extension, shown in Plat Book 7, at Page 87, of the Public Records of Dade County, Florida, described as follows:

Beginning at a point on the Northeasterly line of Southeast Twenty-fifth Road in the City of Miami, Florida, where said Northeasterly line of Twenty-fifth Road is intersected by the line dividing said Lot 1, from Lot 2 of said Subdivision, run thence Northeasterly on said line dividing said Lots 1 and 2 to the Northeasterly line of said Block "G", thence run Southeasterly on the Northeasterly line of said Lot 1, 25 feet; thence run Southwesterly parallel with and 25 feet distant from the said dividing line between Lots 1 and 2 to the Southwesterly line of said Lot 1; thence run Northwesterly along the Southwesterly line of said Lot 1, twenty-five feet to the Point of Beginning.

heroby states and declares that the land above described is submitted to condominium ownership, pursuant to Chapter 711, Laws of Florida, Acts of 1969, the Condominium Act (hereafter referred to as the "Condominium Act"), the provisions of which said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration.

II

NAME

The name by which this condominium is to be identified is:
BRICKELL 25, INC., A Condominium Association.

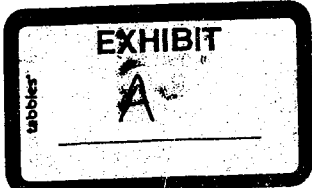
III

LAND

The land included in this condominium is the above described land.

This Instrument prepared by:
Nestor Morales
2270 Southwest 22nd Street
Miami, Florida 33145

48.00



IV

IDENTIFICATION OF UNITS; SURVEY; PLOT PLAN AND
GRAPHIC DESCRIPTION OF IMPROVEMENTS; SHARES IN
COMMON ELEMENTS; PROPORTION OF COMMON EXPENSES;
VOTING RIGHTS

A. IDENTIFICATION OF UNITS: The Condominium has thirty-seven (37) units, which are identified and referred to herein and in the exhibits hereinafter referred to as follows: 201, 202, 301, 302, 303, 304, 401, 402, 403, 404, 501, 502, 503, 504, 601, 602, 603, 604, 701, 702, 703, 704, 801, 802, 803, 804, 901, 902, 903, 904, 1001, 1002, 1003, 1101, 1102, 1201, 1202. Each unit is composed of an apartment with its corresponding identification number.

B. SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS:

1. There is being recorded contemporaneously herewith a Survey and Plot Plan of the above-described land showing and identifying the common elements and each unit and their relative location and approximate dimensions. Further, there is being recorded contemporaneously herewith Building and Floor Plans containing a graphic description of the improvements made to the Condominium property.

2. The Survey, Plot Plan, Building and Floor Plans, consisting of seven (7) pages are incorporated herein by reference and deemed Exhibit 1 to this Declaration.

3. Said Exhibit 1 of this Declaration has been certified to pursuant to the requirements of Section 711.08 (1) (c), of the Condominium Act.

4. The improvements on the land described consist of a twelve (12) story, thirty-seven (37) unit building, together with common elements and limited common elements; each unit being designated as 201, 202 on the second floor; 301, 302, 303 and 304 on the third floor; 401, 402, 403 and 404 on the fourth floor; 501, 502, 503 and 504 on the fifth floor; 601, 602, 603 and 604 on the sixth floor;

701, 702, 703 and 704 on the seventh floor; 801, 802, 803 and 804 on the eighth floor; 901, 902, 903 and 904 on the ninth floor; 1001, 1002 and 1003 on the tenth floor; 1101 and 1102 on the eleventh floor; 1201 and 1202 on the twelfth floor, as shown on the attached plans, as well as the Plot Plan for additional common elements, as also shown on said plans. In connection with said floor plans and Plot Plan, the said plans and all legends and notes thereon contained are incorporated herein and made a part hereof by reference, and the said plans have been certified in the manner required by the Condominium Act. Each unit owner and any officer, agent, employe or designee of the Association or the Board of Directors shall have access across the limited common elements for the purpose of ingress and egress.

5. As indicated on the said exhibits, the following are the Condominium units, which constitute this Condominium, to-wit:

<u>Unit consisting of hereinafter designated apartment</u>	<u>Undivided shares in Common Elements and Limited Common Elements</u>	<u>Shares of Common Expenses and Shares of Common Surplus</u>
201	1.92	1.92
202	2.29	2.29
301	2.00	2.00
302	2.36	2.36
303	2.36	2.36
304	2.14	2.14
401	2.07	2.07
402	2.42	2.42
403	2.43	2.43
404	2.22	2.22
501	2.14	2.14
502	2.50	2.50
503	2.50	2.50
504	2.29	2.29
601	2.22	2.22
602	2.57	2.57
603	2.57	2.57
604	2.35	2.35
701	2.29	2.29
702	2.64	2.64
703	2.64	2.64
704	2.42	2.42
801	2.35	2.35
802	2.72	2.72
803	2.72	2.72
804	2.49	2.49
901	2.42	2.42
902	2.79	2.79
903	2.79	2.79
904	2.57	2.57
1001	2.59	2.59
1002	2.77	2.77
1003	4.38	4.38
1101	4.38	4.38
1102	4.52	4.52
1201	4.52	4.52
1202	4.65	4.65
	100%	100%

C. Each unit owner is entitled to one vote for each unit owned by him.

V

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called in accordance with the By-Laws at which a quorum is present, by the affirmative vote of three-fourths (3/4) of the unit owners present at such meeting. This Certificate shall become effective upon its being recorded in the Public Records of Dade County, Florida.

No amendment shall change any condominium parcel, nor a condominium unit's proportionate share of common expenses or common surplus, nor the voting rights pertinent to any unit, unless the record owners thereof and all record owners of liens thereon shall join in the execution of the amendment, and provided further, that said amendment shall be voted on, and evidenced and recorded in the same manner as all other amendments to this Declaration.

There shall be no amendment to this Declaration of Condominium or to the Articles of Incorporation and By-Laws of Brickell 25, Inc., which would impair or materially affect the rights of any holder of an institutional first mortgage, unless prior consent thereto be given by such institutional first mortgage holder.

VI

BY-LAWS

The operation of the condominium property shall be governed by By-Laws which are set forth in a document entitled "By-Laws of Brickell 25, Inc.", and which is annexed to this Declaration. No modification or other amendment to the By-Laws shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The By-Laws may be amended in the same manner as this Declaration may be amended.

VII
ASSOCIATION

The incorporated Association responsible for the operation of this Condominium is "DRICKELL 25, INC., a Condominium, an incorporated Association", organized and existing pursuant to the Condominium Act. The Association shall have officers consisting of a President, Vice-President, Secretary, a Treasurer and an Assistant Treasurer. The ASSOCIATION shall have the power and duties set forth in the Condominium Act, as well as the powers and duties set forth in this Declaration and by By-Laws.

The following person is now designated as the Agent to receive service of process upon the ASSOCIATION, to-wit:

NESTOR MORALES
2279 Southwest 22nd Street
Miami, Florida 33145

The designation of the agent for the service of process may be changed from time to time upon resolution of the directors by an instrument executed by an officer of the ASSOCIATION with the formalities required for the execution of a deed, and recorded among the Public Records of Dade County, Florida.

VIII
MISCELLANEOUS CONDITIONS
COVENANTS AND RESTRICTIONS

A. ASSESSMENTS:

The Association, through its Board of Directors, shall have the power to make and collect assessments and common expenses, and to lease, maintain, repair and replace the common elements and limited common elements as provided for by the Condominium Act, this Declaration and/or the By-Laws of the Association.

No special assessment, that is, one not connected with an operating or maintenance expense, shall be levied without the consent of all of the Dwelling Unit owners and their respective mortgages.

B. MAINTENANCE:

The Board of Directors of the Association may enter into a contract with a firm, person or corporation for the maintenance

and repair of the condominium property, and may join with other condominium associates, unincorporated or corporate, in contracting with the same firm, person or corporation for maintenance and repair.

C. LIEN:

The Association shall have a lien on each condominium parcel for any unpaid assessments and/or common expenses due and owing from the unit owner, together with interest thereon at six per cent (6%) against the unit owner of such condominium parcel, which lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The lien of the Association for unpaid assessments and/or common expenses shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessments and/or common expenses or enforcement of such lien.

Where the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of the foreclosure of the first mortgage or where a mortgage which is a bank, insurance company or savings and loan association of a first mortgage of record, obtains title to the apartment as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to acquisition of title in the manner first above provided. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the apartment owners including such acquirer, its successors and assigns.

D. OCCUPANCY AND USE:

The unit owner, or owner of a unit, shall occupy and use his condominium parcel as a private dwelling for himself and the members of his family and social guests and for no other purposes. The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on

the condominium property, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noise or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property. A unit owner shall not keep any pet or animal in his apartment without written consent of the Board of Directors. No clothes lines or similar devices shall be allowed on any portion of the condominium property by any person, firm or corporation without the written consent of the Board of Directors.

H. RESALE:

In the event of resale or renting or leasing of said unit, the Board of Directors of the Association has the option to purchase, rent or lease the same on the same conditions as offered by the said unit owner to any third person. Any attempt to resell or rent or lease said unit without prior offer to the Board of Directors shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

F. OFFER TO SELL:

Should the unit owner wish to sell, lease or rent his condominium parcel (which means the unit, together with the undivided share in the common elements which are appurtenant thereto), he shall, before making or accepting any offer to sell, purchase, lease or rent his condominium parcel, deliver to each member of the Board of Directors a written notice of his intent to sell, lease or rent his condominium parcel, which notice shall contain the terms of the offer he has received, which he wishes to accept, or the terms of the offer which he is prepared to make, and the name and address of the prospective purchaser or tenant. The Board of Directors, within five (5) days after receiving such notice, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit, designate that the Association, one or more persons then unit owners, or any other person or persons of satisfactory credit, is willing to purchase, lease

or rent upon the same terms as those specified in the unit owner's notice. The stated designee of the Board of Directors shall have five (5) days from the date of the notice sent by the Board of Directors to make a binding offer to buy, lease or rent upon the same terms specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person or persons, within said five-day period, or failure of such person or persons to make such an offer within the said five (5) day period shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said interest pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after his notice was given. The unit owner shall have no right to sell, lease or rent his interest, or any part thereof, except as expressly provided for herein. The sub-leasing or sub-renting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration and the By-Laws of the Association and the provisions of the Condominium Act. The provisions of Paragraphs E and F of this Article shall continue operative unless an amendment to this Declaration, signed by the majority of the then unit owners, has been recorded amending this Declaration so as to delete the provisions of Paragraphs E, F and G of this Article. No "For Rent" or "For Sale" signs shall be placed on individual premises or on the building, except as approved by the Board of Directors in writing.

G. MORTGAGED UNITS:

Should any condominium unit or parcel at any time become

subject to a mortgage given as security in good faith and for value, the holder thereof, upon becoming the owner of such interest through whatever means, shall have the unqualified right to sell, lease or otherwise dispose of said unit or parcel, including the fee ownership thereof, without offer to the Board of Directors, notwithstanding the provision of Paragraphs E and F above, provided, however, that in all other respects, the provisions of this Declaration, the By-Laws of the Association, and the provisions of the Condominium Act shall be applicable hereto; and, provided further, that nothing herein contained shall be deemed to allow or cause a severance from the condominium unit of the share of the common elements and limited common elements or other appurtenances of said unit.

II. DEVELOPER'S UNITS AND PRIVILEGES:

The provisions of Paragraphs E and F of this Article shall not be applicable to BRICKELL 25, INC., the corporation submitting this condominium property to condominium ownership, which is recognized as the Developer of the condominium project, and which corporation is irrevocably empower to sell, lease, or rent condominium units to any purchaser approved by it. The said Developer shall have the right to transact any business necessary to consummate sales of units, including but not limited to the right to maintain models, have signs, employees in the offices to use the common elements, and to show apartments. Sales Office signs and all items pertaining to sales shall not be considered common elements and remain the property of the Developer. In the event there are unsold parcels, Developer retains the right to be the owner of unsold parcels under the same terms and conditions as all other parcel owners in said Condominium, and Developer, as a parcel owner, shall contribute to the common expenses in the same manner as other parcel owners, provided, however, if the Developer retains any of said parcels, it may rent them on a monthly basis in addition to its privileges, as above set forth, to sell, lease or rent without prior offer or approval, notwithstanding anything to the contrary which may be contained in this Declaration of Condomin um.

I. LIABILITY INSURANCE:

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may

determine from time to time for the purpose of providing liability coverage for the common elements of this Condominium. The Board of Directors shall collect and enforce the payment of a share of the premium for such insurance from each unit owner as an assessment and common expense in accordance with the fractional percentage set forth in Article IV, Paragraph B of this Declaration. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. In accordance with the provisions of the Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the By-Laws. The owner of a unit shall have no personal liability for any damages incurred by the Association or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

J. PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS, RECONSTRUCTION, INSURANCE TRUSTEE:

1. Purchase of Insurance: The Board of Directors shall keep insured the condominium property, including the entire building erected upon the condominium land, all fixtures appurtenant thereto, personal property in the common elements, and boiler, and all units contained in said building, in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, in a company, Triple A or Best rating, or better, in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, against (a) loss or damage by fire and hazards covered by a standard coverage endorsement, and (b) such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the building erected upon the condominium land.

2. Assured and Loss Payable: All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association, all unit owners and their mortgagees

as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to Coconut Grove Bank, Miami, Florida, as trustee, or to any other bank in Dade County, Florida, with trust powers as may be designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the units in the condominium property (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half the unpaid principal balance of all first mortgages on said units). Said Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums, nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible for moneys which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

3. Payment of Premiums; Trustee's Expenses and Collection:

The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments and/or common expenses.

4. Mandatory Repair: Unless there occurs substantial damage to or destruction of all or a substantial part of the condominium property, as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss

and pay the costs of same in full. The Association shall levy assessments as a common expense, in the event insurance proceeds are insufficient for the purpose of repairing, replacing and rebuilding the damage caused by casualty loss.

5. Determination of Damage and Use of Proceeds:

(a) Immediately after a casualty causing damage to any part of the condominium property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided, however, that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of the unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment as a common expense against all unit owners for that portion of the deficiency related to common elements and limited common elements, in accordance with the fractional percentage set forth in Article IV-B of this Declaration, and against the individual unit owners for that portion of the deficiency related to individual damaged units; provided, however, that if, in the opinion of the Board of Directors, it is impossible to accurately and adequately determine a portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special assessment as a common expense for the total deficiency against each of the unit owners according to the fractional percentage set forth in Article IV-B of this Declaration.

(b) Unless there occurs substantial damage to or destruction of all or a substantial portion of the condominium property and the unit owners elect not to rebuild and repair as provided in Paragraph 6 below, the Insurance Trustee shall use the net proceeds and the funds collected by the Board of Directors from the assessments hereinabove set forth to repair and replace damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees, as their interests

may appear, and the proceeds of insurance and the fund collected by the Board of Directors from the assessments as a common expense as hereinabove provided shall be held by the Insurance Trustee in trust for the use and purpose herein provided.

6. Total Destruction: As used in this Declaration, and in any other connection or context dealing with this Condominium, the term "substantial damage to or destruction of all or a substantial portion of the condominium property" shall mean that three-fourths (3/4) or more of the apartment units are totally destroyed by casualty loss or damage. Should there occur substantial damage to or destruction of all or a substantial part of the condominium property, the condominium project shall not be reconstructed unless three-fourths (3/4) of the unit owners shall agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. It is understood and agreed that in the event a mortgagee should require the payment of the proceeds to it, that sum shall be paid to the said mortgagee and the apartment unit owner shall then be obliged to deposit the funds necessary for his unit towards his share of the rebuilding costs. In the event such reconstruction is not approved, as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees, as their interest may appear, and the condominium property shall be removed from the provisions of the Condominium Act with the results provided for by Section 16 of the Condominium Act. The determination not to reconstruct after casualty shall be evidenced by a certificate signed by one of the officers of the Association, stating that the said sixty (60) day period has elapsed and that the Association has not received the necessary writing from three-fourths (3/4).

7. Association as Agent: The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

K. ALTERATIONS:

There shall be no material alterations, door or color changes, or substantial additions to the common elements or limited common elements except as the same are authorized by the Board of

Directors and ratified by the affirmative vote of three-fourth (3/4) of the unit owners present at any regular or special meeting of the unit owners. No unit owner shall block, hamper, or otherwise interfere with the common elements of the property or the operation thereof.

L. LIMITED COMMON ELEMENTS:

There are limited common elements appurtenant to most of the units in this Condominium, as shown and reflected by the Floor and Plot Plans, such as patios, porches or terraces. These said limited common elements are reserved for the use of the units appurtenant thereto to the exclusion of other units, and there shall pass with a unit appurtenant thereto the exclusive right to use the limited common elements as to the owner of the unit appurtenant thereto. Notwithstanding the fact that these areas are limited common elements, they shall, with respect to walls, be maintained, repaired, replaced and assessed for such maintenance, repair and replacement as and in the manner that common elements are repaired, maintained, replaced and assessed; provided, however, that in the event of damage or defacing of the limited common elements by a unit owner or his guests, ordinary wear and tear excepted, the same shall be repaired at the sole cost of the unit owner, subject to the supervision of the Board of Directors of this Association. It is the intention of this provision that common expenses shall include the expenses of maintenance, repair and replacement of the limited common elements, and that funds for the payment of same shall be assessed against all of the unit owners in the fractional percentage of sharing common expenses provided in Article IV-B of this Declaration, subject to the exception hereinbefore provided.

M. TERMINATION:

The provisions for termination set forth in Paragraph J-6 of this Declaration shall be in addition to the provisions for voluntary termination as provided for by Section 16 of the Condominium Act.

N. SEVERABILITY:

If any provision of this Declaration, or of the By-Laws attached hereto, or the Condominium Act, is held invalid, the validity of the remainder of this Declaration, or the By-Laws attached hereto, or of the Condominium Act, shall not be affected thereby.

O. TITLES:

Article and Paragraph titles inserted throughout this Declaration are intended only as a matter of convenience and for reference, and in no way define, limit or in any way affect this Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Condominium this 27 day of October, 1969.

Signed, sealed and delivered in the presence of:

BRICKELL 25, INC.

Elean M. Corbellas

By: *Jose Milton*
President
Jose Milton

Jose Rosell

ATTEST: *Florentino Rosell*
Secretary
Florentino Rosell

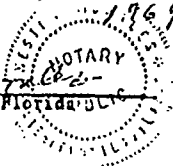


STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared JOSE MILTON and FLORENTINO ROSELL to me known and known to me to be the persons described in and who executed the foregoing instrument as President and Secretary respectively of BRICKELL 25, INC., a Florida corporation, and severally acknowledged to me that they executed such instrument as such officers of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 27 day of October, 1969.

Jose Rosell
Notary Public, State of Florida



My commission expires: 4/2/71

GREATER MIAMI FEDERAL SAVINGS & LOAN ASSOCIATIO
a corporation existing under the laws of the United States
of America, called the Mortgagee, the owner and holder of a
mortgage upon the following lands in Dade County, Florida,
which mortgage is dated June 11, 1969, and is recorded in
Official Records Book, under Clerk's File No. 69R-141428, of
the Public Records of Dade County, Florida, joins in the
making of the foregoing Declaration of Condominium, and the
Mortgagee agrees that the lien of its mortgage shall be upon
the following described property in Dade County, Florida:

All of the apartments of the BRICKELL
25, INC., a condominium according to
the declaration of condominium,

together with all of the appurtenances to the apartments in-
cluded but not limited to all of the undivided shares in the
common elements.

[Signature]
[Signature]

GREATER MIAMI FEDERAL SAVINGS &
LOAN ASSOCIATION

By: [Signature] Vice President



Attest:

[Signature]
Asst. Secretary

STATE OF FLORIDA }
COUNTY OF DADE } SS:

I HEREBY CERTIFY that on this 9 day of June,
~~1969~~ before me, personally appeared [Signature]
1970 and [Signature] Vice President and Asst.
Secretary respectively of GREATER MIAMI FEDERAL SAVINGS & LOAN
ASSOCIATION, a corporation under the laws of the United States
of America, to me known to be the persons who signed the fore-
going instrument as such officers and severally acknowledged
the execution thereof to be their free act and deed as such
officers for the uses and purposes therein contained, and that
they affixed thereto the official seal of said corporation, and
that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal at [Signature]
said County and State, this 9 day of June,
~~1969~~
1970

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA, My Com-
mission Expires Aug. 2, 1970
Renewed Through Proc. of State Court



CERTIFICATE OF ARCHITECT

I, JOSE MILTON, Architect, do hereby certify as follows:

1. That I am an Architect duly licensed by the State of Florida, and authorized to practice in this State.
2. This Certificate is made as to the land described as follows:

The Westerly 25 feet of Lot 1, all of Lot 2 and the Southerly 50 feet of Lot 3, Block G Brickell Hammock Ut. No. 1 extension blocks G and H, according to the Plat thereof, recorded in Plat Book 7, at Page 87, of the Public Records of Dade County, Florida,

which land is further described in the Declaration of Condominium attached hereto, identified as BRICKELL 25, INC., a Condominium Association. This Certificate is executed in compliance with Section 711.08, Sub-Paragraph 1, Florida Statutes 1969.

3. That there is attached hereto a survey of the land and a graphic description of the improvements in which the subject condominium units are located, and that there is attached hereto a plot plan which, together with the Declaration and By-Laws, are in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions. Such material, attached hereto, together with the wording of the Declaration, constitute a correct representation of the improvements described therein and there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.

DATED: At Miami, Florida,

May 26, 1970.


JOSE MILTON
Architect

STATE OF FLORIDA)
COUNTY OF DADE) SS:

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared JOSE MILTON, who, being by me first duly sworn, deposes and says that he executed the foregoing CERTIFICATE OF ARCHITECT, and that the allegations therein contained are true, and that he executed the said Certificate of his own free will and volition.

Jose Milton
JOSE MILTON

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 26th DAY OF MAY, 1970.

Alvin L. Calderon
Notary Public, State of Florida at Large
My Commission Expires:
Notary Public, State of Florida at Large
My commission expires Sept. 5, 1970
Bonded by Transamerica Insurance Co.

