

DECLARATION OF CONDOMINIUM
OF
BELLA MAR CONDOMINIUM

HOLLAND BUILDERS, INC., a Florida corporation hereinafter called "Developer", the owner of the property described on Exhibit 1 attached hereto, does submit the lands described on Exhibit 1 as PHASE A and the improvements to be constructed thereon to condominium ownership pursuant to the provisions of Chapter 718, Florida Statutes, 1976 Supp., hereinafter called the Condominium Act. The Property described on Exhibit 1 as PHASE C and the improvements to be constructed thereon may likewise be submitted to condominium ownership by an Amendment to this Declaration when such improvements are substantially completed. The name by which this Condominium shall be identified is BELLA MAR CONDOMINIUM. Until PHASE C is submitted to condominium ownership by Amendment hereto, only the Property and improvements of PHASE A shall be so identified. From and after the time PHASE C is submitted to condominium ownership by Amendment hereto, the property and improvements of both PHASE A and PHASE C shall be so identified.

All of the provisions hereinafter set forth shall, as the context requires, apply only to PHASE A until this Declaration is amended to submit PHASE C to condominium ownership; thereafter they shall apply to both PHASE A and PHASE C.

All of the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants, running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein, and shall be binding upon all unit owners as hereinafter defined, and in consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, and through or under such persons, agree to be bound by the provisions hereof, as well as the By-Laws and Articles of Incorporation of the Association. Both the burdens imposed and the benefits provided shall run with each unit and the interests in common property as defined herein.

1. DEFINITIONS: As used herein and in the Exhibits attached hereto and in all amendments hereto, unless the context requires otherwise:

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

(b) "Association" or Condominium Association" means BELLA MAR CONDOMINIUM ASSOCIATION, INC., the entity responsible for the operation of this condominium, except to the extent limited herein.

(c) "By-Laws" means the By-Laws of the Association for the government of this condominium as they exist from time to time.

(d) "Common elements" means the portion of the condominium property not included in the units. Common elements shall include the tangible personal property required for the maintenance of the common elements and limited common elements even though owned by the Association. "Common elements" includes within its meaning:

(1) The land on which the improvements are located and any other land included in the condominium property, whether or not contiguous.

(2) All parts of the improvements, including but not limited to gardens and landscaping, which are not included within the units.

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

(4) An easement of support in every portion of a unit which contributes to the support of a building.

(5) The property and installations needed for the furnishing of utility and other services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

(6) Unlettered parking spaces, balconies and patios (limited).

(7) Lettered "G" parking spaces (guest parking spaces).

(e) "Common expenses" include the expenses of administration and maintenance of the condominium property; the expenses of maintenance, operation, repair and replacement of the common elements; and other expenses declared to be common expenses herein and/or by the By-Laws and any other valid charge against the condominium as a whole.

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

(g) "Condominium" is that form of ownership of real and personal property, comprised of units that may be owned separately by one or more persons, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

(h) "Condominium parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit.

(i) "Condominium property" means and includes the personal property and lands that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

(j) "Declaration" or "Declaration of Condominium" or "Enabling Declaration" means this instrument and its Exhibits, as it may from time to time be amended.

(k) "Developer" means HOLLAND BUILDERS, INC., its successors and assigns.

(l) "Limited common elements" means those common elements which are reserved for the use of a certain unit or units to the exclusion of other units, as specified hereinafter.

(m) "Operation or "operation of the condominium" includes the administration and management of the condominium property.

(n) "Unit" means a part of the condominium property which is to be subject to exclusive ownership, as designated on the exhibits attached to this Declaration. The word "apartment" as used herein and in the condominium survey is synonymous with the word "unit" as defined herein.

(o) "Unit owner" or "owner of a unit" means the owner of a condominium parcel. The words "apartment owner" as used herein are synonymous with the words "unit owner" as defined herein.

(p) "Utility service" as used in the Condominium Act and as construed with reference to this condominium, as used in this Declaration and the By-Laws attached hereto shall include, but not be limited to electric power, telephone, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

2. CONDOMINIUM PARCELS; APPURTENANCES; POSSESSION AND ENJOYMENT: The condominium parcel is a separate parcel of real property, the ownership of which shall be in fee simple. There shall pass with a unit as appurtenances thereto:

(a) An undivided share in the common elements and common surplus.

(b) An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated.

(c) Membership of each unit owner in the Condominium Association.

(d) The right of exclusive use of an unlettered parking space assigned to the unit.

The owner of a unit is entitled to the exclusive possession of his unit, except that the Association shall have the irrevocable right to access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs to prevent damage to the common elements or to another unit or units. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.

The owner of a condominium unit shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his condominium unit, nor shall the owner be deemed to own the pipes, wires, conduits or other utility lines running through said condominium unit which are utilized for or serve more than one condominium unit, which items are by these presents hereby made a part of the common elements. Said owner, however, shall be deemed to own the walls, and partitions which are contained within said owner's condominium unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper. The upper and lower unit boundaries shall be determined as follows:

The upper boundary is the horizontal plane of the lower unfinished surfaces of the ceiling slab extended to intersections with the perimetrical boundaries.

The lower boundary is the horizontal plane of the upper unfinished surfaces of the floor slab extended to intersections with the perimetrical boundaries.

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The perimetrical boundaries of the unit shall be the vertical planes of the undecorated, unfinished interior of the walls bounding the unit, extended to intersections with each other and with the upper and lower boundaries.

Where there is an aperture in any perimetrical boundary, including but not limited to windows and doors, the vertical boundary shall be extended to all such places, at right angles, to the dimensions of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior, unfinished surface of such aperture, including the frame work thereto. Exterior walls made of glass or glass fixed to metal framing, exterior windows and frames, and exterior glass sliding doors, frames and casings shall be included within the unit and shall not be deemed a common element.

Each unit shall be deemed to exclude the area beneath the unfinished surface of any weight bearing structure which is otherwise within the horizontal and perimetrical boundaries as herein defined.

Balconies and patios adjoining specific units and which serve only the unit which is adjoined and assigned parking spaces are deemed limited common elements and the owner of a unit which has a balcony or patio adjoining that unit shall have the exclusive use of that balcony or patio and of the assigned parking space. The unit owner who has the right to the exclusive use of such balcony or patio shall be responsible for the maintenance, care and preservation of the paint on such balcony or patio, and shall be responsible for the maintenance, care and preservation of the fixed and/or sliding glass located thereon, and for the replacement of light bulbs and the wiring, electrical outlets and fixtures thereon, if any.

Each air conditioning unit which serves only a single condominium unit shall be deemed a limited common element of the unit served and the owner of the of the condominium unit served shall be solely responsible for the maintenance, repair, care and preservation of the air conditioning unit.

3. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS:

The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit, whether or not separately described.

The share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.

The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common elements shall lie.

4. LIMITED COMMON ELEMENTS:

There are limited common elements appurtenant to units in this condominium, as reflected by the condominium survey and plot plans, such as the balconies and patios described in Article 2. These 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 as appurtenant thereto the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance and repair relating to the interior surfaces of such balconies and patios shall be borne by and assessed against the individual unit owner or owners for whom the limited common elements are reserved. Any other expenses of maintenance, repair or replacement shall be treated as and paid for as a part of the common expenses of the Association. The numbered but unlettered parking spaces reflected on the condominium survey are also limited common elements. Expenses of maintenance, repair and replacement of such spaces shall be treated as and paid for as a part of the common expenses of the Association. Assignment of unlettered numbered parking spaces shall be by the Developer, at Developer's discretion, and same shall be by Deed of Conveyance of a condominium unit.

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Notwithstanding anything contained herein to the contrary, should any maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, servants or invitees, such unit owner shall be responsible for the payment therefor and the Association shall have the right to levy in assessment against the owner of said unit, which assessment shall have the same force and effect as all other special assessments.

Each of the spaces for the parking of vehicles designated by the letter "G" on Exhibits 2 and 3 are a part of the common elements for use by the Association under such rules, regulations, uses and designations as the Association may adopt from time to time, and until so changed by the Association they are intended for the use of guests of unit owners.

5. DESCRIPTION OF CONDOMINIUM PROPERTY:

Attached hereto as Exhibit 2 is a survey and plot plans and building floor plans showing the lands and improvements submitted to condominium ownership hereunder, subject to the easements hereinafter granted, and those to be submitted later by Amendment hereto. Exhibit 2 also shows recreation areas; which are not submitted to condominium ownership, the limited common elements, easements for drainage, and easements for ingress and egress. By the recording of this Declaration, the Developer grants and conveys unto the owners and occupants of Units of this condominium and to the owners and occupants of units in BELLA MAR CONDOMINIUM B, their successors and assigns, as well as their guests and business invitees, easements for ingress and egress over and upon those areas described as such on Exhibit 2 attached hereto. When an Amendment hereto is recorded amending this Declaration to include PHASE C the same grant shall be effective as to the easements for ingress and egress described as such on Exhibit 3 attached hereto. Exhibits 2 and 3, being a survey and plot plans graphically describe the improvements in which the units are located. Exhibits 1, 2 and 3 together with the provisions of this Declaration are in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions. The construction of the improvements is not substantially completed, and upon substantial completion of the improvements in PHASE A the developer will amend this Declaration to include a certificate of a surveyor authorized to practice in the State of Florida certifying to those matters specified in Section 718.104 (4) (e) Florida Statutes, 1976 Supplement. Upon substantial completion of the improvements in PHASE C this Declaration will further be amended by a like certificate. The right of the Developer, its successors or assigns to make such amendments without joinder therein by the Association or Unit Owners is hereby reserved.

6. AMENDMENT TO PLANS.

Developer reserves the right to change the interior design and arrangements of all units, and to alter the boundaries between the units, so long as Developer owns the units so altered and so long as all mortgagees of such units have approved it in writing. No such change shall increase the number of units, nor alter the boundaries of the common elements without amendment of this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements which are appurtenant to the units concerned.

The Amendment of this Declaration reflecting such authorized alteration of plans above by Developer need be signed and acknowledged only by the Developer and all mortgagees of the units affected and need not be approved by the Association, or by other unit owners or lienors, whether or not elsewhere required for an amendment.

7. EASEMENTS FOR UTILITIES:

Easements are reserved through the condominium property as required for utility services in order to adequately serve the condominium; provided however, such easements through an apartment shall be as finally constructed and shall not be changed thereafter, unless approved in writing by the apartment owner.

8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND VOTING RIGHTS:

The condominium property is hereby declared to contain and is divided into 35 units in each phase. Each such unit, together with its undivided share of the common elements, constitutes a condominium parcel as and when the phase in which the unit is located is submitted to condominium ownership.

For the purposes of identification, each condominium parcel has been numbered. The undivided share in the common elements appurtenant to each unit and the percentage of sharing common expenses and of owning common surplus attributable to each unit is shown on Exhibit 4 attached hereto and made a part of hereof.

The owner (or owners) of each unit is entitled to one vote in the Condominium Association for each unit owned by him/them.

9. AMENDMENT OF DECLARATION:

This Declaration may be modified or amended, except as otherwise herein provided, by the owners of two-thirds (2/3) of the Units executing the modification instrument, without the necessity of an Association meeting being held therefor. Such Amendments by the Unit Owners shall be evidenced by a certificate of the Association which shall include the recording data identifying the Declaration and shall be executed in the form required for a deed. The certificate shall incorporate the Amendment which will be effective when recorded in the Public Records of Broward County, Florida, provided, however, that:

(a) No amendment may change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner of the unit and all record owners of liens on it join in the execution of the amendment and unless all the record owners of all other units approve the amendment.

(b) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

Invalidation of any part of this Declaration, by Judgment, Court Order or law shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any errors or omissions not substantially affecting the rights of the unit owners, lienors or mortgagees and such right shall exist until one year from the date of the recording this Declaration in the Public Records of Broward County, Florida. The Developer may amend this Declaration as aforescribed by filing an amendment to the Declaration in the Public Records of Broward County, Florida. Such amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors or mortgagees of units of the condominium whether or not elsewhere required for amendments.

10. BY-LAWS:

The operation of this condominium shall be governed by the Articles of Incorporation and By-Laws of BELLA MAR CONDOMINIUM ASSOCIATION, INC., a copy of each being attached hereto and made a part hereof as Exhibits 5 and 6 respectively. No modification of or amendment to these documents shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth herein. No amendment to said documents shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel.

11. THE ASSOCIATION ITS POWERS AND RESPONSIBILITIES:

The operation of the condominium shall be vested in BELLA MAR CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation. No unit owner, except as an officer of the Association, shall have any authority to act for the Association. The powers and duties of the Association shall include those set forth in the By-Laws referred to in Article 10 above, and in the Association Articles of Incorporation, but in addition thereto, the Association shall have all the powers and duties set forth in the Condominium Act, as amended from time to time, as well as all powers, and duties granted to or imposed upon it by this Declaration including but not limited to:

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

(b) The power to make and collect assessments and to lease, maintain, protect, repair and replace the common elements.

(c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by unit owners at reasonable times, and the duty to render annually a written summary thereof.

(d) The power to enter into contracts with others for a valuable consideration, for the maintenance, management and security of the subject property, including the normal maintenance and repair of the common elements and the collection of the assessments, and in connection therewith to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for non-payment, etc. Any such service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements, but shall not relieve the condominium unit owner from his personal responsibility to maintain and preserve the interior surface of the condominium parcel and to paint, clean, decorate, maintain and repair the individual condominium unit.

Each apartment owner, his heirs, successors and assigns, shall be thereof to the same extent and effect as if he had executed such management agreement for the purpose herein expressed, including but not limited to adopting, ratifying, confirming and consenting to the execution of same by the Association; covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners as required under said management agreement acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such agreement have not breached any of their duties or obligations to the Association.

(e) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property and property owned by the Association, and for the health, comfort, safety and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations.

(f) The power to purchase units in the condominium and to acquire and hold, lease, mortgage and convey the same.

(g) The power and duty to enforce the provisions of this Declaration of Condominium, the Rules and Regulations, and Articles of Incorporation, and the By-Laws.

(h) The power to hire and maintain at all times a full time manager responsible for the maintenance and operation of the Condominium, including the performance of all duties and responsibilities placed upon the Association by the Declaration of Condominium other than those reserved.

(i) The power to grant utility or other easements as may, at any time, be required for the benefit of the condominium and unit owners without the necessity of the consent thereto, or joinder therein, by the unit owners, or any mortgagee.

Unless all holders of first mortgage liens on individual units have given their prior written approval, the Association shall not be entitled to:

(1) change the pro rate interest or obligations of any unit for purposes of levying assessments and charges and determining shares of common elements and proceeds of the project; or

(2) partition or subdivide any unit or the common elements of the project; or

(3) by act or omission seek to abandon the condominium status of the condominium except as provided by statute in case of substantial loss to the units and common elements of the condominium project; or

(4) make any material amendment to the Declaration or to the By-Laws.

12. MAINTENANCE; LIMITATION UPON IMPROVEMENT:

The maintenance of the common elements and limited common elements, except those parts of the limited common elements to be maintained by the unit owners, shall be the responsibility of the Association. There shall be no material alteration or substantial addition to the common elements or limited common elements, except in a manner provided herein. No unit owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would adversely affect the safety or soundness of the common elements on any portion of the condominium property.

In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners and they shall have the right to intervene and defend. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to owners for injury or damages, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements, or by other owners or persons.

13. COMMON EXPENSES AND COMMON SURPLUS:

Common expenses shall include expenses of the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expense designated as common expense by this Declaration, the By-Laws, or the laws of the State of Florida.

Funds for the payment of common expenses shall be collected by assessments against unit owners in the proportions or percentages of sharing common expenses provided in this Declaration; provided, however, where separate meters or charges exist or are made for a unit, such items shall be paid by the unit owners as charged or metered.

The common surplus shall be owned by unit owners in the same shares as is their ownership interest in the common elements.

14. ASSESSMENTS; LIABILITY; LIEN AND PRIORITY; INTEREST; COLLECTIONS:

(a) The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses to the extent maintained by, contracted for, or the responsibility of the Association, including the expense allocable to services being rendered by a management company with which the Association may contract. Unless specifically waived by the Association, the assessments shall include hazard and liability insurance premiums. A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance.

(b) The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or services, or by abandonment of the unit for which the assessment was made.

(c) Assessments and installments thereon, not paid when due, shall bear interest from the date when due until paid at the rate of 8% per annum. In the event the unit owner shall be more than thirty (30) days delinquent in the payment of any installment, the Board of Directors, at its discretion, may, upon five (5) days written notice, declare due and payable all assessments applicable to such unit for the year in which the delinquency occurs.

(d) The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the owner of such condominium parcel until paid. Such lien shall also include reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including such fee in connection with any appellate proceedings arising out of any suit for collection or enforcement and further including costs of collection. Such liens shall be effective from and after the recording in the Public Records of Broward County, Florida, of a claim of lien as provided by law, but such liens shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association. The Board of Directors may take such action as it deems necessary to collect assessments by an in personam action or by enforcing and foreclosing said lien, and may settle and compromise same if in the best interests of the Association. Said lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established by said Act.

(e) Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the Florida statutes. The Association may, at any sale, bid in same and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced.

(f) Where a mortgagee of a mortgage of record or other purchaser at a foreclosure sale of a condominium unit, obtains title to the condominium parcel as result of foreclosure of the mortgage or as a result of a deed given in lieu of foreclosure, such acquirer of title, his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel applicable to the time prior to acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer and his successors and assigns. No other sale or transfer shall relieve any unit from liability for any assessments due, nor from the lien of any such subsequent assessment.

(g) Any person who acquires an interest in a unit, except through foreclosure of a mortgage of record (or deed in lieu thereof) as specifically provided in paragraph (f) above, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

(h) The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to any unit owner or group of unit owners, or to any third party.

(i) The Developer shall be excused from the payment of the share of the common expenses and assessments relating to units offered for sale for the period of time terminating the first day of the fourth calendar month following the closing of the purchase and sale of the first condominium unit; however the Developer must pay the portion of common expenses incurred during that period which exceed the amount assessed against other unit owners.

(j) Any unit owner shall have the right to require from the association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

(k) Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit as set out in greater detail in the statutes made and provided for same.

(l) The Board of Directors of the Association shall approve annual budgets for the condominium in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance for the common elements, plus operating and maintenance expenses, and other reasonable and necessary expenses.

15. TERMINATION OF CONDOMINIUM:

If all unit owners and the holders of all liens and mortgages affecting any of the condominium parcels execute and duly record an instrument terminating the condominium, or if "very substantial" damage occurs as defined in the insurance clauses hereunder, the condominium property shall be deemed terminated and removed from the Condominium Act and hereafter owned in common by the unit owners. The undivided interest in the common elements previously secured to each unit owner shall then become the undivided interest owned by such owner in the property owned, as tenants in common.

If the owners of at least seventy-five percent (75%) of the common elements elect to terminate, they shall have the option to buy the apartments of the other owners for a period of sixty (60) days from the date of the meeting wherein the action to terminate was resolved. The purchase price shall be the fair market value of the apartments as determined by arbitration under the rules of the American Arbitration Association. The price shall be paid in cash within thirty (30) days of the determination of same.

An owner's right to share in the common elements and common surplus does not include the right to withdraw or to require payment or distribution thereof, except on termination and dissolution of the condominium. An owner's share in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his apartment.

16. EQUITABLE RELIEF:

In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any unit owner shall have the right to petition a court, in Broward County, Florida, for equitable relief which may, but need not, include a termination of the condominium and a partition.

17. LIMITATION OF LIABILITY:

The personal liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with the Declaration, the By-Laws, and the Condominium Act. The owner of a unit may be personally liable for the acts or omissions of the association in relation to the use of the common elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the common elements, and then in no case shall that liability exceed the value of his unit.

18. LIENS:

No liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.

Unless a unit owner has expressly requested or consented to work being performed or material being furnished to his unit, such labor or materials may not be the basis for the filing of a mechanics' lien against same. No labor performed or materials furnished to the common elements shall be the basis for a mechanics' lien thereon unless such labor performed or materials furnished was authorized by the Association, in which event same shall be the basis for the filing of a mechanics' lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.

In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by exercising any of the rights of a property owner under Chapter 713, Florida Statutes or by paying the proportionate amount attributable to his condominium parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such condominium parcel.

19. REMEDIES FOR VIOLATION:

Each unit owner shall be governed by and shall comply with this Declaration and the By-Laws attached hereto. Failure to do so shall entitle the Association or any unit owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law, including the recovery of reasonable attorney's fees.

20. EASEMENTS:

Owners of units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their units over stairs, terraces and walkways.

All condominium property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachment no longer exists. If the condominium property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist.

21. MEMBERSHIP IN ASSOCIATION:

Bella Mar Condominium Association, Inc., a non-profit Florida corporation, was chartered to perform the acts and duties desirable in connection with the management of the units and common elements defined and described in this Declaration, and to levy and enforce collection of assessments necessary to perform said acts and duties. All unit owners shall automatically be members of the Association, and said membership shall terminate when they no longer own said units. The owner or owners of each unit shall be entitled to one (1) vote for each such unit, in accordance with voting privileges set forth in the By-Laws attached hereto as Exhibit 6.

22. OBLIGATIONS OF MEMBERS:

In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

(a) Promptly pay the assessments levied by the Association.

(b) Maintain in good condition and repair his unit and all interior surfaces within or surrounding his apartment unit (such as the surfaces of the walls, ceilings, floors) whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.

(c) Not use or permit the use of his unit for any purpose other than as a single family residence for himself, the members of his family, social guests, or tenants and maintain his unit in a clean and sanitary manner.

(d) Not keep any pets, or other animals, unless expressly allowed by regulations adopted by vote of the Board of Directors of the Association.

(e) Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other unit owners or their families or annoy them by unreasonable noises or otherwise; nor shall a unit owner or member of his family commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

(f) Conform to and abide by the By-Laws and rules and the reasonable regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him do likewise.

(g) Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of any building of the condominium.

(h) Allow the Board of Directors or agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair or replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with this Condominium Declaration.

(i) Show no sign, advertisement or notice of any type on the common elements or his unit, and erect no exterior antennas and aerials except as provided in regulations promulgated by the Association.

(j) Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the management of the Association. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.

(k) Use no parking space specifically assigned to any other unit owner, nor any parking space designated as guest parking.

23. ENFORCEMENT OF MAINTENANCE:

In the event the owner of a unit fails to maintain it as required above, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed in a Court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition, and to collect such assessment and have a lien for same as is otherwise provided herein. After such assessment, the Association shall have the right, for its employees or agents, to enter the unit and do the necessary work to enforce compliance with the above provisions.

24. INSURANCE:

The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the condominium, and other property owned by the Association, together with such other insurance as the Association deems necessary in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, in a company with an "A" Rating or better, in an amount which shall be equal to the maximum insurable replacement value as determined annually; and the premiums for such coverage and other expenses in connection with said insurance shall be assessed against the unit owners as part of the common expenses. The named insured shall be the Association, individually and as agent for the apartment owners, without naming them.

All insurance policies upon the condominium must be purchased from an insurance agency doing business in Broward county and placed with an underwriter authorized to do business in the State of Florida. ATLANTIC FEDERAL SAVINGS AND LOAN ASSOCIATION OF FORT LAUDERDALE has the right to approve the insurance agent, the insurance underwriter, the agent, all policies, amounts, and the insurance trustee, for so long as it holds a mortgage on any apartment; thereafter this right of approval shall pass to the institutional lender having the oldest recorded mortgage on an apartment.

Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property (including fixtures) and for their personal liability and living expense and the Association shall not be obligated to obtain any such insurance coverage. Coverage shall be as follows:

(a) Casualty. All buildings and improvements upon the lands shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards

covered by a standard extended coverage endorsement; and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land including, but not limited to, vandalism and malicious mischief and flood insurance.

(b) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

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

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this paragraph shall be assessed against and collected from unit owners as a common expense.

26. INSURANCE TRUSTEE: SHARES OF PROCEEDS:

All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee, which shall be designated by the Board of Directors either prior to or at the time a loss occurs and which shall be any bank or Trust Company in Florida with trust powers. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee:

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

(b) Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(2) When the building is not to be restored - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

27. DISTRIBUTION OF INSURANCE PROCEEDS:

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

77 7 66 PAGE 861

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

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(c) If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee. There shall be no distribution of remaining proceeds until all debris, remains, and residue have been cleared and removed, and the property has been properly landscaped.

(d) In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the apartment owners and their respective shares of the distribution.

The Association is hereby irrevocably appointed agent for each apartment owner to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

28. RECONSTRUCTION OR REPAIR AFTER CASUALTY:

(a) Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(1) Common elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(2) Apartment building.

(A) Lesser damage. If the damaged improvement is an apartment building, and if apartments to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(B) Major damage. If the damaged improvement is an apartment building, and if apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

(3) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

(b) Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is an apartment building, by the owners of not less than 75% of the common elements including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

(c) Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

(d) Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the costs to rebuild or repair.

(e) Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all apartment owners in proportion to their shares in the common elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

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

(1) Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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

(A) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association, provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(B) Association - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the reconstruction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(C) Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

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

(E) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid, provided that when a mortgagee is herein required to be named

as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association or a mortgagee which is the beneficiary of any insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

29. NOTICE TO AND RIGHTS OF MORTGAGEES:

In the event any changes are to be made in this Declaration pursuant to the terms of this Declaration, all Mortgagees of any units in this condominium shall be given fifteen (15) days notice of the proposed change in the documents prior to recordation of any amendment.

In the event of any substantial damage or destruction to any unit or any part of the common elements as herein defined all Mortgagees will be entitled to timely notice of such damage or destruction.

In the event any unit owner shall be in default in the payment of any assessments as provided for in Article 13, herein, and said default shall not be cured within thirty (30) days, the Association shall cause notice of such default to be given to any Mortgagee of the unit.

In the event any portion of the condominium property is made the subject matter of any condemnation proceeding, all Mortgagees shall be entitled to timely written notice of such proceeding or action of acquisition.

Any Mortgagee will, upon request, be entitled to inspect the books and records of the Association; receive an annual financial statement of the Association within ninety (90) days following the end of the fiscal year; receive written notice of all meetings of the Association, and be permitted to designate a representative to attend all such meetings; but said representative shall have no right to participate in a vote at said meeting.

The failure of the Association to comply with the above may be specifically enforced but shall not give a rise to a claim for damages.

30. REGISTRY OF OWNERS AND MORTGAGEES:

The Association shall at all times maintain a registry setting forth the names of the Owners of units. In the event of a sale or transfer of any condominium unit to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such condominium unit together with the recording information for the instrument by which such purchaser or transferee has acquired his interest in any condominium unit. The owner shall notify the Association of any mortgage encumbering any condominium unit and any transfer thereof, the amount of such mortgage or mortgages, and the recording information for the mortgage or mortgages. The holder of any mortgage encumbering any condominium unit may, if he so desires, notify the Association of the existence of such mortgage; and upon receipt of that notice, the Association shall register in its records all pertinent information pertaining to same.

31. LEASES:

Any lease agreement relative to any Unit shall be for a term of not less than three (3) months and shall provide that the terms of the lease are subject in all respects

to the provisions of this Declaration and the By-Laws and that any failure by the lessee to comply with the terms of such documents will be a default under the lease. All leases shall be in writing.

32. RIGHTS RESERVED BY THE DEVELOPER.

(a) As to all of the unsold units, the Developer shall have the absolute and continuing right to lease, sublease and/or sell, or cause to be leased, subleased and/or sold, any of such units to any persons, firms or corporations upon any terms and conditions that it may desire.

(b) Neither Developer nor Developer's unsold Units shall be liable for assessments for a general operating reserve or reserves for repairs or replacements, nor for any other expense items of the proposed budget not actually incurred by the Association while the Developer remains the owner of units in the Condominium.

(c) The Developer shall have the right to maintain appropriate signs and/or a sales office and personnel in and upon the common property or in any unsold unit.

33. RECREATIONAL FACILITIES.

Simultaneously with the recording of this Declaration, the Developer is conveying to BELLA MAR CONDOMINIUM ASSOCIATION, INC. by Special Warranty Deed an undivided 35/90th interest in and to the recreational land and previously constructed facilities which are to serve this condominium and BELLA MAR CONDOMINIUM B, said facilities being situated upon land described on Exhibit 7 to this Declaration. Upon amending this Declaration to include PHASE C, the developer will likewise convey to the Association an additional undivided 35/90ths interest in and to said recreational land and facilities. In accordance with the Declaration of Restrictions and Use recorded in Book 6766, Page 486, of the Broward County, Florida Official Records, members of BELLA MAR CONDOMINIUM ASSOCIATION, INC. shall have the exclusive right to use and shall have the complete obligation to maintain the recreation facilities referred to. All obligations for maintenance of the recreation facilities shall be deemed common expenses of this condominium, and assessed as pro rata obligations of each of the unit owners, as fully and to the same extent as for maintenance of property which comprises the common elements of this condominium.

At or about the time PHASE C is submitted to condominium ownership as a part of this condominium, and provided the Unit owners of BELLA MAR CONDOMINIUM B have theretofore consented in writing thereto, the Developer will convey to the Association by Special Warranty Deed title to a parcel of land to be used for recreational purposes, a description of which is attached hereto as Exhibit 8. This conveyance to the Association will be without the necessity for consent by Unit owners of Units in PHASE A or by the Association.

In addition to consenting to the conveyance the Unit Owners of BELLA MAR CONDOMINIUM B must likewise agree to pay their respective proportionate shares of the maintenance, taxes, insurance and other charges and expenses of said parcel of land and the improvements thereon to the same extent as they are and will be liable for such on the existing recreational land and facilities. The obligation for such maintenance, taxes, insurance and other charges and expenses shall be deemed common expenses of the Association and assessed, collected and enforced by it as provided elsewhere herein for common expenses. BELLA MAR CONDOMINIUM B is that condominium the Declaration of Condominium of which is recorded in Official Record Book 6801 commencing at Page 778 of the Public Records of Broward County, Florida.

34. PRO-RATA SHARING OF COMMON EXPENSES AND SURPLUS:

The Association presently administers, governs and regulates BELLA MAR CONDOMINIUM B. It will likewise administer, govern and regulate this condominium, treating both condominiums as separate for such purposes. The Association will keep separate books of accounts for the two condominiums and have separate rules and regulations for each except as to the areas they use in common. Expenses on account of recreational areas shall be assessed 20/55ths against BELLA MAR CONDOMINIUM B and 35/55ths against this Condominium until and if PHASE C is added. After PHASE C is added they shall be assessed 20/90ths against BELLA MAR CONDOMINIUM B and 70/90ths against this Condominium.

35. PHASE DEVELOPMENT:

This Condominium is intended to be developed in two phases. PHASE A is depicted on Exhibits 1 and 2 hereof and will consist of one four story building containing thirty five units; the general size of each unit is shown on Exhibits 2 and 4 hereof. PHASE C is depicted on Exhibits 1 and 3 hereof and will consist of one four story building containing thirty five units, the general size of each unit is shown on Exhibit 3 and 4 hereof.

PHASE A is to be completed not later than January 1, 1980 and PHASE C is to be completed, if submitted to condominium ownership, not later than January 1, 1982. The Developer will notify owners of existing Units by certified mail of the commencement of, or the decision not to add, one or more additional PHASES.

The existing recreational facilities presently owned in part by BELLA MAR CONDOMINIUM B and in part by the Developer will when PHASE A is completed be utilized by and for the benefit of fifty-five Units and when PHASE C is completed will be utilized by and for the benefit of ninety Units. The existing recreational facilities consisting of a clubhouse and a swimming pool will not be enlarged.

PHASE C may not be built and/or submitted to condominium ownership, although it is the Developer's present intention to do so. If it is not submitted to condominium ownership the supplemental or additional recreational area and facilities described on Exhibit 8 hereof may not be conveyed to the Association. None of the recreational lands and facilities will be owned by Unit Owners as common elements; the same will be owned by the Association, and the expenses of same will be assessed as common expenses.

With reference to matters pertaining to the recreational facilities and easements used in common with BELLA MAR CONDOMINIUM B, each Unit in PHASE A and in PHASE C will have one vote in the Association as will each unit in BELLA MAR CONDOMINIUM B, hence each Unit in PHASE A will have one fifty-fifth (1/55) of the total vote in the Association until PHASE C is added. From the time that PHASE C is added each Unit in PHASES A and C will have one-ninetieth (1/90) of the total vote in the Association.

The additional recreational area as well as certain of the common elements will be encumbered by mortgages in favor of lenders of funds for construction purposes until all Units in PHASES A and C are sold and conveyed by the Developer.

IN WITNESS WHEREOF, HOLLAND BUILDERS, INC., the Developer has caused this Declaration of Condominium to be executed by its undersigned officers

this 10th day of March, 1978.

In The Presence of:

HOLLAND BUILDERS, INC.

Albert K. Koster

By Gerald M. Holland
President

Gertrude Schindler

Attest Richard A. Holmes
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Declaration of Condominium for BELLA MAR CONDOMINIUM
was acknowledged before me this 10th day of March, 1978, by
Gerald M. Holland and Richard A. Holmes, President and Secretary
respectively, on behalf of HOLLAND BUILDERS, INC.

Marie W. Reed
Notary Public, State of Florida
at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 25 1981
BONDED THRU GENERAL INS. UNDERWRITERS

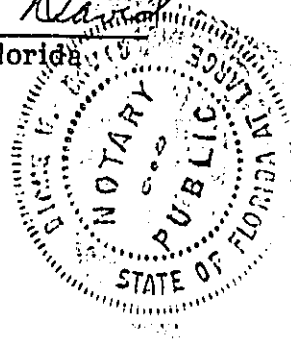


EXHIBIT "1"

DESCRIPTION OF PHASE A:

A portion of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of Section 6, Township 48 South, Range 43 East, being more particularly described as follows:

BEGINNING at the Northwest corner of said North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($NE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$); THENCE North $89^{\circ}32'13''$ East, a distance of 463.47 feet, along said North line; THENCE South $00^{\circ}26'09''$ East, a distance of 25.00 feet; THENCE South $89^{\circ}32'13''$ West, a distance of 150.00 feet, parallel with the North line of said North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$); THENCE South $00^{\circ}26'09''$ East, a distance of 106.00 feet to an intersection with a line 131.00 feet South of, as measured at right angles to, and parallel with, said North line of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$); THENCE South $89^{\circ}32'13''$ West, a distance of 162.97 feet, along said parallel line, to an intersection with a line 150.00 feet East of, as measured at right angles to, and parallel with, the West line of said North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$); THENCE South $00^{\circ}39'21''$ East, a distance of 38.21 feet, to an intersection with the North line of the South one-half ($S\frac{1}{2}$) of said North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$); THENCE South $89^{\circ}30'51''$ West, a distance of 150.00 feet, along said North line to an intersection with the West line of said North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$); THENCE North $00^{\circ}39'21''$ West, a distance of 169.29 feet, along said West line, to the POINT OF BEGINNING. Subject to an easement for ingress and egress over the South 24.00 feet of the North 49.00 feet and over the West 32.00 feet, less the North 49.00 feet.

LESS AND EXCEPT the following described parcel:

COMMENCING at the Northwest corner of the South one-half ($S\frac{1}{2}$) of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6; THENCE North $89^{\circ}30'51''$ East, along the North line of the South one-half ($S\frac{1}{2}$) of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6, a distance of 32.00 feet, to the POINT OF BEGINNING of this description; THENCE continue North $89^{\circ}30'51''$ East, along the last described course, a distance of 118.00 feet; THENCE North $00^{\circ}39'21''$ West, along a line 150.00 feet East of, and parallel with, as measured at right angles to, the West line of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6, a distance of 33.21 feet; THENCE South $89^{\circ}32'13''$ West, parallel with and 136.00 feet South of, as measured at right angles to, the North line of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6, a distance of 118.00 feet; THENCE South $00^{\circ}39'21''$ East, along a line 32.00 feet East of, and parallel with, as measured at right angles to, the West line of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6, a distance of 33.27 feet, to the POINT OF BEGINNING.

Said lands situate, lying and being in Broward County, Florida.

EXHIBIT "1"

DESCRIPTION OF PHASE C:

BEGINNING at the Southwest corner of said North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SW\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$); THENCE North $00^{\circ}39'21''$ West, a distance of 169.28 feet, along the West line of said North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$), to the Northwest corner of the South one-half ($S\frac{1}{2}$) of said North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$); THENCE North $89^{\circ}30'51''$ East, a distance of 150.00 feet, along the North line of said South one-half ($S\frac{1}{2}$) of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) to an intersection with a line 150.00 feet East of, as measured at right angles to, and parallel with, the West line of said North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$); THENCE South $00^{\circ}39'21''$ East, a distance of 38.20 feet, along said parallel line, to an intersection with a line 131.00 feet North of, as measured at right angles to, and parallel with the South line of said North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$); THENCE North $89^{\circ}28'37''$ East, a distance of 162.67 feet, along said parallel line; THENCE South $00^{\circ}26'09''$ East, a distance of 106.00 feet, to an intersection with a line 25.00 feet North of, as measured at right angles to, and parallel with, the South line of said North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$); THENCE North $89^{\circ}28'37''$ East, a distance of 150.00 feet, along said parallel line; THENCE South $00^{\circ}26'09''$ East, a distance of 25.00 feet to an intersection with the South line of said North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$); THENCE South $89^{\circ}28'37''$ West, a distance of 462.17 feet, along the South line of said North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) to the Southwest corner of said North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) and the POINT OF BEGINNING. Subject to an easement for ingress and egress over the North 24.00 feet of the South 49.00 feet, the West 50.00 feet of the South 25.00 feet, and the West 32.00 feet, LESS the South 49.00 feet.

LESS AND EXCEPT the following described parcel:

COMMENCING at the Northwest corner of the South one-half ($S\frac{1}{2}$) of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6; THENCE North $89^{\circ}30'51''$ East, along the North line of the South one-half ($S\frac{1}{2}$) of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SW\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6, a distance of 32.00 feet to the POINT OF BEGINNING of this description; THENCE continue North $89^{\circ}30'51''$ East, along the last described course a distance of 118.00 feet; THENCE South $00^{\circ}39'21''$ East, along a line 150.00 feet East of, and parallel with, as measured at right angles to, the West line of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6, a distance of 33.20 feet; THENCE North $89^{\circ}28'37''$ West, along a line 136.00 feet North of, and parallel with, as measured at right angles to, the South line of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6, a distance of 118.00 feet; THENCE North $00^{\circ}39'21''$ West, along a line 32.00 feet East of, and parallel with, as measured at right angles to, the West line of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6, a distance of 32.26 feet, to the POINT OF BEGINNING.

Said lands situate, lying and being in Broward County, Florida

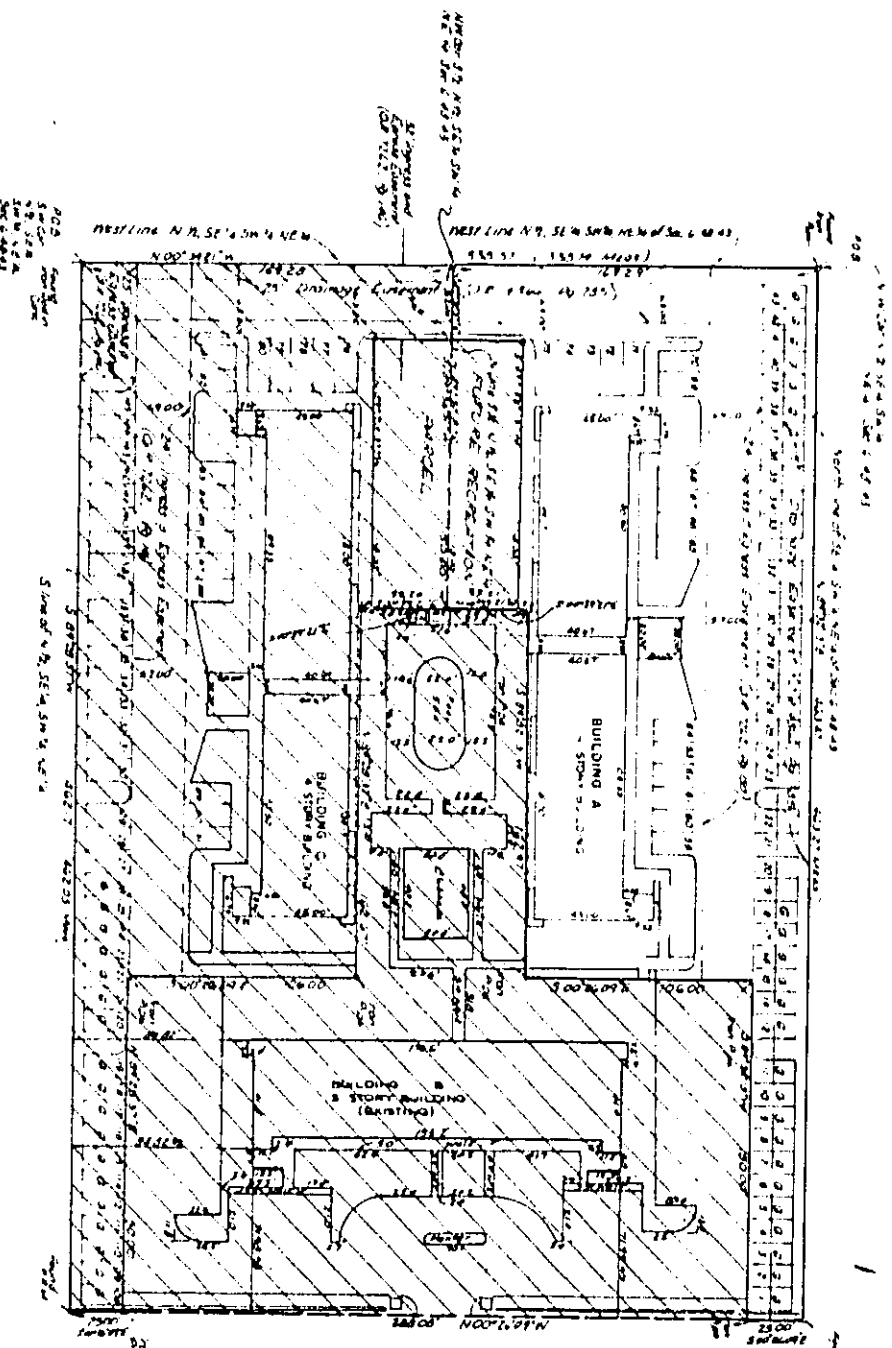
BELLA MAR

A CONDOMINIUM

PHASE A

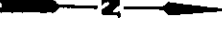
7466 PAGE 871

1. All dimensions shown on this plan are in feet and inches.
2. The owner shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.
3. The owner shall be responsible for obtaining all necessary easements and rights of way from the appropriate authorities.
4. The owner shall be responsible for obtaining all necessary approvals from the appropriate authorities.



NOTES:
1. The owner shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.
2. The owner shall be responsible for obtaining all necessary easements and rights of way from the appropriate authorities.
3. The owner shall be responsible for obtaining all necessary approvals from the appropriate authorities.

NOTE: Dimensions Not Included Area



CERTIFICATION:
I, the undersigned, being a duly licensed Professional Engineer, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the files of the Department of Public Safety, State of Florida, at the time of the filing of this plan.

BY: [Signature]
DATE: 11/1/79

CRAVEN THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

130 S. HAWAIIAN AVENUE, SUITE 200, MIAMI, FLORIDA 33130 (305) 371-7770

DATE	BY	REVISION
11/1/79	CT	1.00
11/1/79	CT	1.01
11/1/79	CT	1.02
11/1/79	CT	1.03
11/1/79	CT	1.04
11/1/79	CT	1.05
11/1/79	CT	1.06
11/1/79	CT	1.07
11/1/79	CT	1.08
11/1/79	CT	1.09
11/1/79	CT	1.10

EXHIBIT "2"

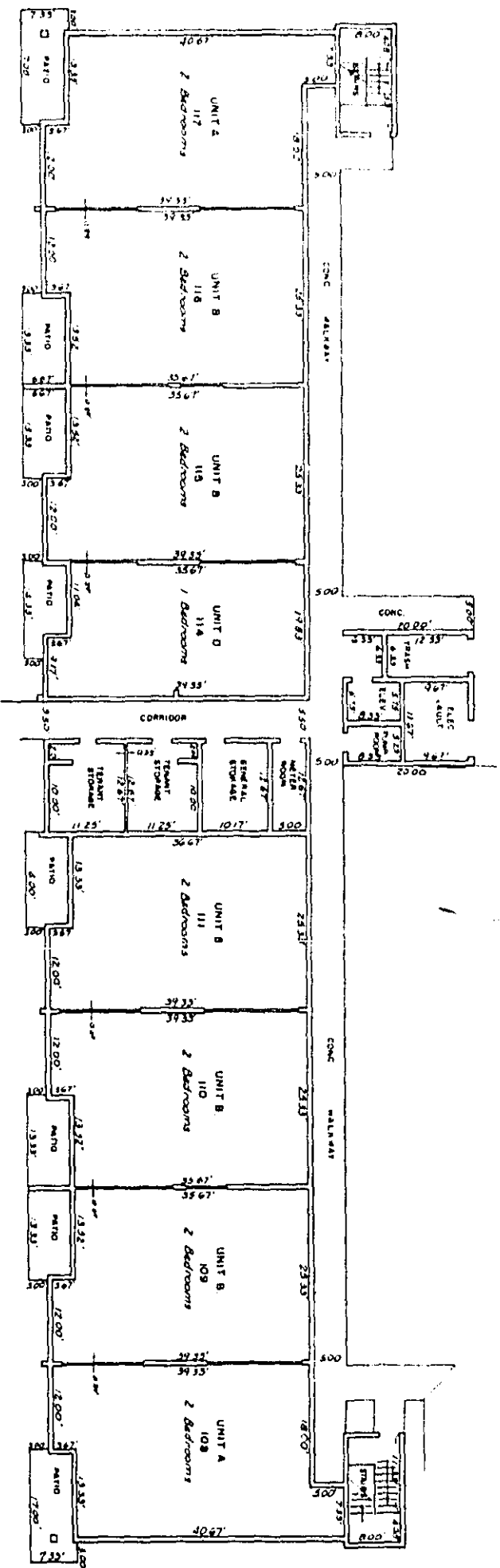
Sheet 1 of 5 Sheets

BELLA MAR

A CONDOMINIUM

PHASE A

7466 PAGE 872



FIRST FLOOR PLAN
BUILDING A

GRAPHIC SCALE
1 INCH = 8 FEET

PROPOSED ELEVATIONS
1000 1000
21 1000 1000
NOTES: ALL WALLS ARE 8" THICK UNLESS OTHERWISE NOTED
SHOW

FINISHED ELEVATIONS
FLOOR
CEILING

CRAVEN THOMPSON & ASSOCIATES, INC.
CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND DEVELOPMENT CONSULTANTS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS
310 S. GARDEN STREET, SUITE 200, AUSTIN, TEXAS 78701-1170

DATE	BY	REVISION
10/1/88	CT	1.0
10/1/88	CT	2.0
10/1/88	CT	3.0
10/1/88	CT	4.0
10/1/88	CT	5.0
10/1/88	CT	6.0
10/1/88	CT	7.0
10/1/88	CT	8.0
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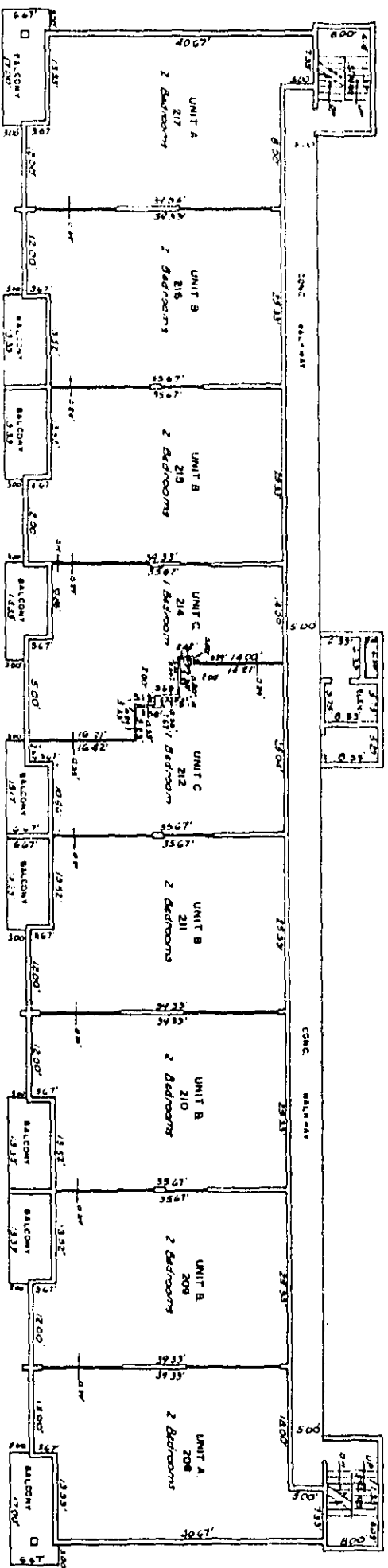
SHEET 205 OF 5 SHEET

BELLA MAR

A CONDOMINIUM

PHASE A

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PROPOSED ELEVATIONS

FINISHED ELEVATIONS

NOTES AND DETAILS OF WORK

SECOND FLOOR PLAN BUILDING A

GRAPHIC SCALE
1 INCH = 8 FEET

FINISHED ELEVATIONS

ROOM

DETAILS

CRAVEN THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

150 S. PINE AVE. SUITE 200 CHICAGO, ILL. 60604

EXHIBIT "2"

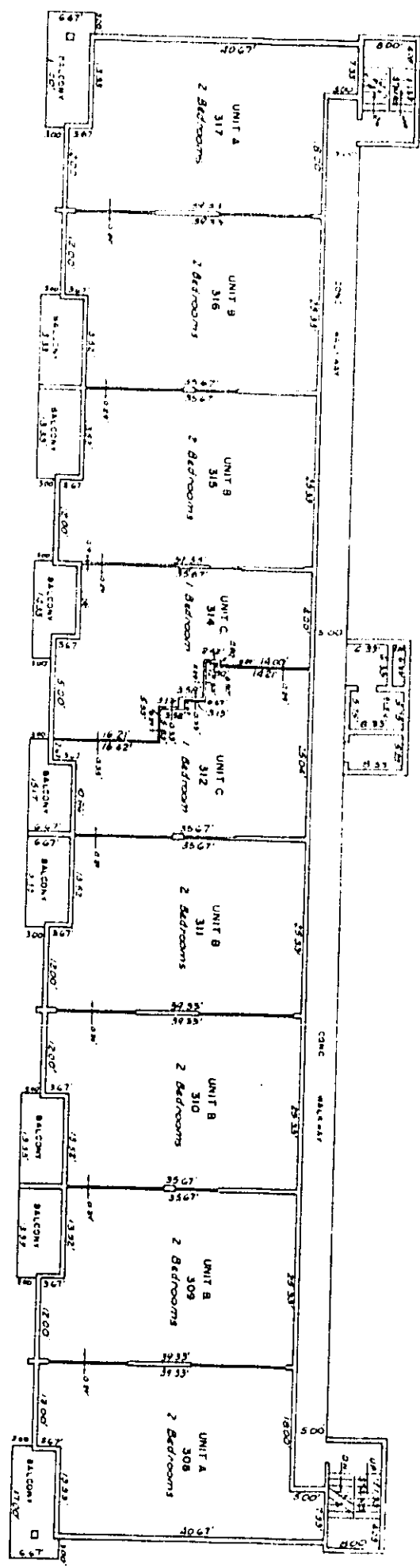
SHEET 3 OF 5 SHEETS

BELLA MAR

A CONDOMINIUM

PHASE A

7466 PAGE 874



PROPOSED ELEVATIONS
 1.00M FIVE
 1.00M FIVE
 NOTES 2.00M AND 3.00M CHANGES TO BE
 SHOWN

THIRD FLOOR PLAN
 BUILDING A



FINISHED ELEVATIONS
 1.00M
 1.00M

CRAVEN - THOMPSON & ASSOCIATES, INC.
 CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
 AERIAL AND CONSTRUCTION PHOTO SURVEYS AND DEVELOPMENT CONSULTANTS
 3501 PINE BLVD. SUITE 1000, HOUSTON, TEXAS 77056, 713/771-1174

DATE	REVISION	BY	DATE
10/1/87	1	CT	10/1/87
10/1/87	2	CT	10/1/87
10/1/87	3	CT	10/1/87
10/1/87	4	CT	10/1/87
10/1/87	5	CT	10/1/87
10/1/87	6	CT	10/1/87
10/1/87	7	CT	10/1/87
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EXHIBIT "2"

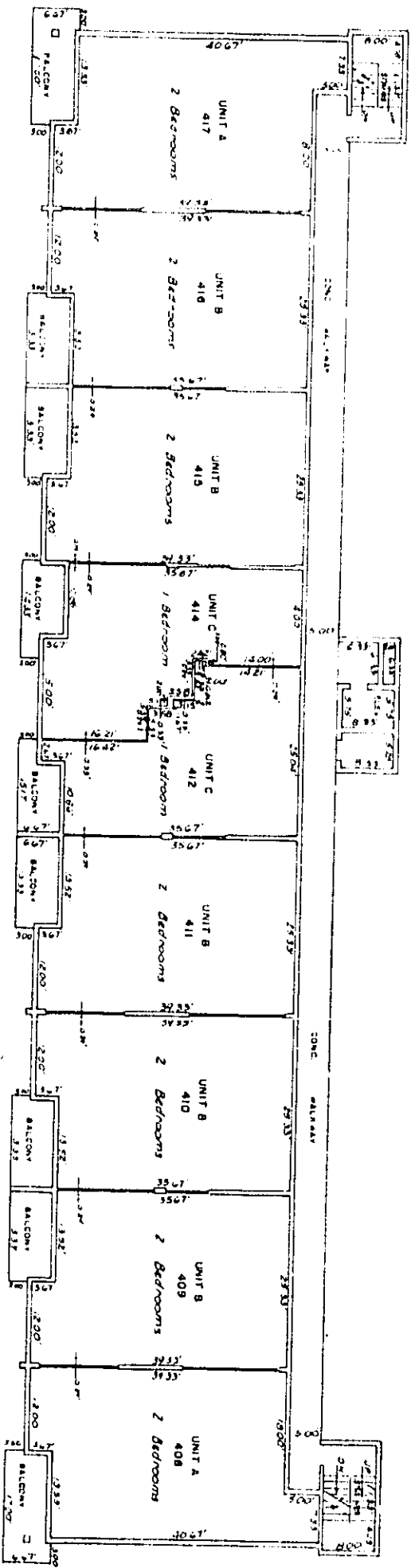
SHEET 4 OF 5 SHEETS

BELLA MAR

A CONDOMINIUM

PHASE A

7466 PAGE 875



PROPOSED ELEVATIONS

21-00-0000

NOTES: 1. ALL WALLS AND DOOR THRESHOLDS TO BE FINISHED WITH 1/2\"

FOURTH FLOOR PLAN
BUILDING A



FINISHED ELEVATIONS

21-00-0000

CRAVEN THOMPSON & ASSOCIATES, INC.

CONSULTING ENGINEERS, ARCHITECTS, PLANNERS, LAND SURVEYORS
GENERAL CONTRACTORS, PHOTO SURVEYORS, LAND DEVELOPMENT CONSULTANTS

1101 S. MICHIGAN, SUITE 200, ANN ARBOR, MICHIGAN 48106-1101

NO.	DATE	DESCRIPTION	BY	CHKD
1	11/11/87	ISSUED FOR PERMIT	CT	CT
2	11/11/87	REVISION	CT	CT
3	11/11/87	REVISION	CT	CT
4	11/11/87	REVISION	CT	CT
5	11/11/87	REVISION	CT	CT
6	11/11/87	REVISION	CT	CT
7	11/11/87	REVISION	CT	CT
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10	11/11/87	REVISION	CT	CT

EXHIBIT "2"

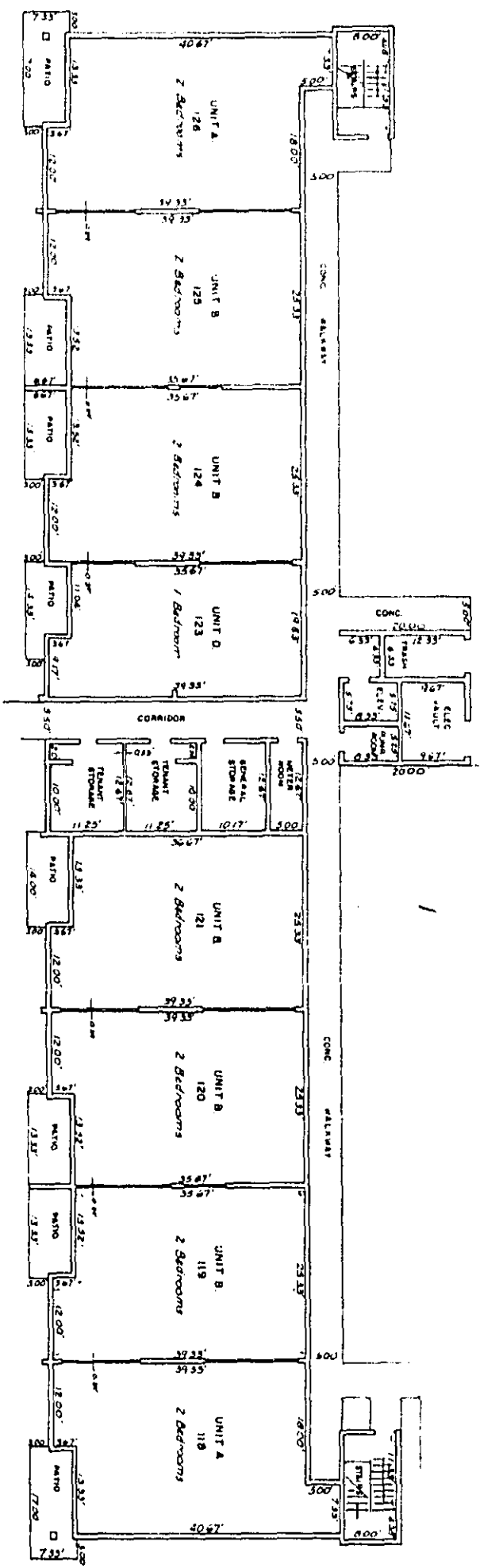
SHEET 5 OF 5 SHEETS

BELLA MAR

A CONDOMINIUM

PHASE C

7466 PAGE 877



PROPOSED ELEVATIONS

11/10/00

NOTES: ALL WALLS ARE 8" THICK UNLESS OTHERWISE SHOWN.

FIRST FLOOR PLAN

BUILDING C



FINISHED ELEVATIONS

11/10/00

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING AND ENVIRONMENTAL ENGINEERS, PLANNERS, LAND SURVEYORS, AERIAL AND CONSTRUCTION PHOTO SURVEYORS, AND DEVELOPMENT CONSULTANTS

315 S. HUNTER STREET, SUITE 100, CHICAGO, ILL. 60606 TEL: 312.467.1100 FAX: 312.467.1101

EXHIBIT "5"

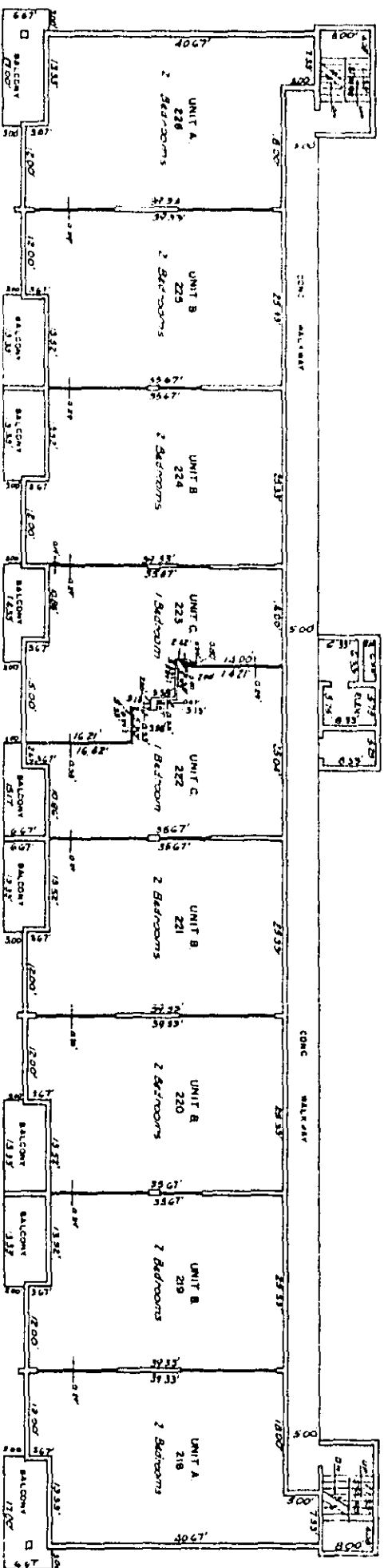
SHEET 2 OF 5 SHEETS

BELLA MAR

A CONDOMINIUM

PHASE C

7466 PAGE 878



PROPOSED ELEVATIONS

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

SECOND FLOOR PLAN

BUILDING C

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

FINISHED ELEVATIONS

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

2000' 0"

EXHIBIT "3"

SHEET 3 OF 5 SHEETS

CRAVEN - THOMPSON & ASSOCIATES, INC.

CONSULTING CIVIL AND ENVIRONMENTAL ENGINEERS PLANNERS LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

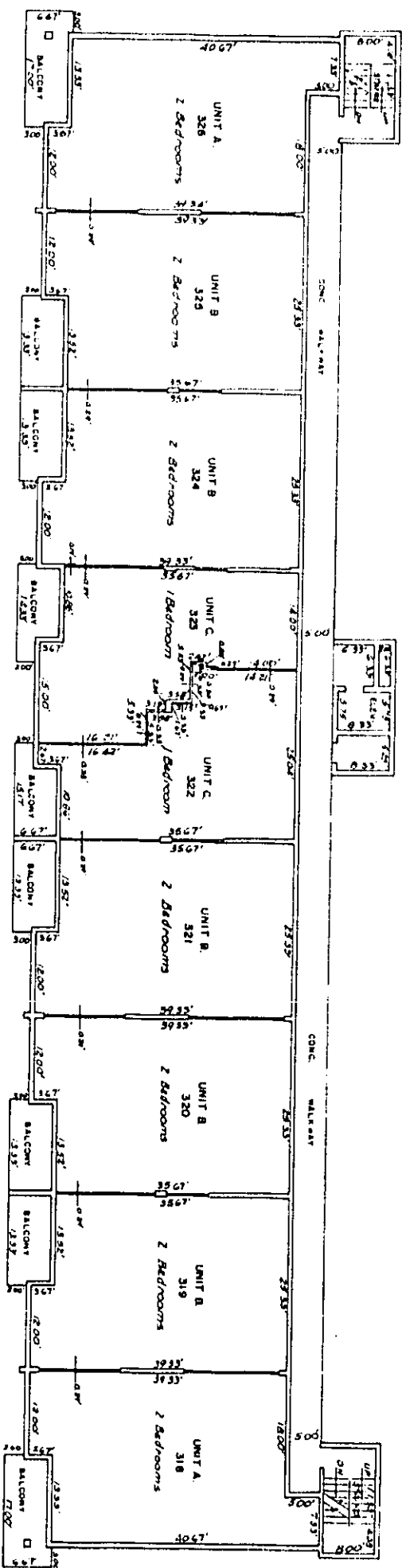
310 S. MIAMI AVENUE, SUITE 200, MIAMI, FLORIDA 33136, 305.371.1179

BELLA MAR

A CONDOMINIUM

PHASE C

7466 PAGE 879



PROPOSED ELEVATIONS

CONC. BALCONY

CONC. BALCONY

NOTES: ALL WALLS AND PARTIALLY SHOWN

THIRD FLOOR PLAN

BUILDING C



FINISHED ELEVATIONS

ROOM

CEILING

CRAVEN THOMPSON & ASSOCIATES, INC.
CONSULTING ENGINEERS, ARCHITECTS, PLANNERS, LAND SURVEYORS
AERIAL AND CONSTRUCTION PHOTO SURVEYORS LAND DEVELOPMENT CONSULTANTS

300 S. PULASKI AVENUE, SUITE 100, CHICAGO, ILL. 60607 (312) 321-1100

NOTES: ALL ELEVATIONS SHOWN AT 1/4\"/>

NOTES: ALL ELEVATIONS SHOWN AT 1/4\"/>

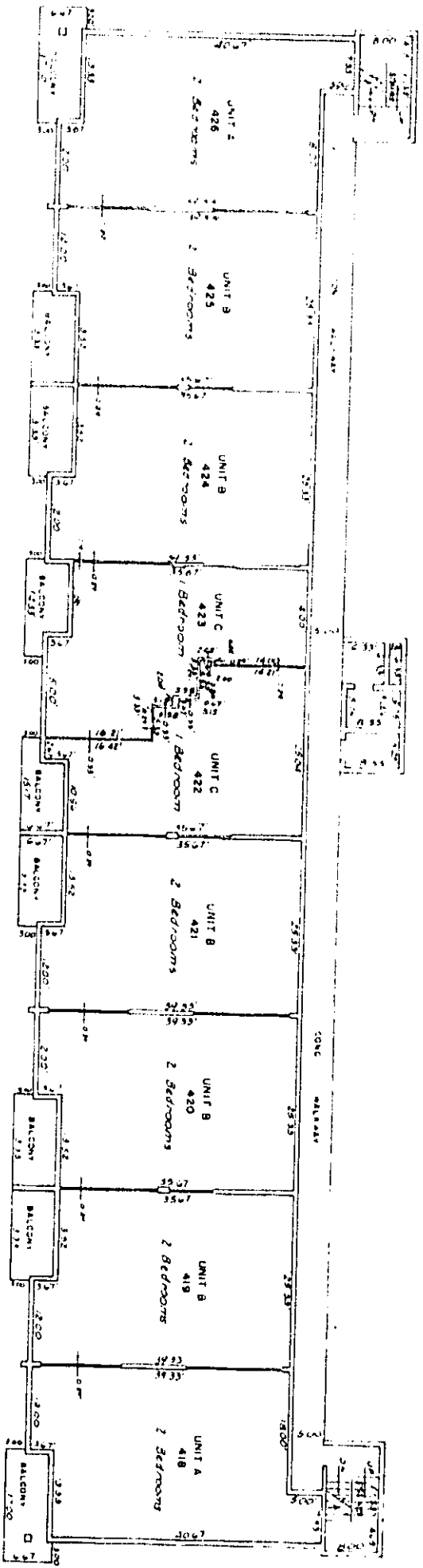
EXHIBIT "3"

SHEET 4 OF 5 SHEETS

BELLA MAR

7466 PAGE 880

A CONDOMINIUM
PHASE C



ADAPTED FROM 2005
REVISED 2006
NOTES TO ARCHITECTURAL RECORD
3/20/06

FOURTH FLOOR PLAN
BUILDING C



FINISHED ELEVATIONS
2006
2/24/06

CRAVEN THOMPSON & ASSOCIATES, INC.
ARCHITECTS
1000 N. 10TH STREET, SUITE 100
DENVER, CO 80202
TEL: 303.733.1100
WWW.CRAVEN-THOMPSON.COM

UNIT	NO. OF UNITS	TOTAL SQ. FT.
UNIT 418	1	1,307
UNIT 419	1	1,307
UNIT 420	1	1,307
UNIT 421	1	1,307
UNIT 422	1	1,307
UNIT 423	1	1,307
UNIT 424	1	1,307
UNIT 425	1	1,307
UNIT 426	1	1,307
TOTAL	8	10,456

UNIT	NO. OF UNITS	TOTAL SQ. FT.
UNIT 418	1	1,307
UNIT 419	1	1,307
UNIT 420	1	1,307
UNIT 421	1	1,307
UNIT 422	1	1,307
UNIT 423	1	1,307
UNIT 424	1	1,307
UNIT 425	1	1,307
UNIT 426	1	1,307
TOTAL	8	10,456

EXHIBIT "3"

SHEET 5 OF 5 SHEETS

BUILDING A - PERCENTAGE OF COMMON ELEMENTS
(35 UNITS - BUILDING A)

<u>UNIT</u>	<u>TYPE</u>	<u>PERCENTAGE</u>	<u>GENERAL SIZE</u>
108	A	3.068%	984 sq.ft.
109	B	2.976%	954 sq.ft.
110	B	2.976%	954 sq.ft.
111	B	2.976%	954 sq.ft.
114	D	2.310%	741 sq.ft.
115	B	2.976%	954 sq.ft.
116	B	2.976%	954 sq.ft.
117	A	3.068%	984 sq.ft.
208	A	3.068%	984 sq.ft.
209	B	2.976%	954 sq.ft.
210	B	2.976%	954 sq.ft.
211	B	2.976%	954 sq.ft.
212	C	2.271%	728 sq.ft.
214	C	2.271%	728 sq.ft.
215	B	2.976%	954 sq.ft.
216	B	2.976%	954 sq.ft.
217	A	3.068%	984 sq.ft.
308	A	3.068%	984 sq.ft.
309	B	2.976%	954 sq.ft.
310	B	2.976%	954 sq.ft.
311	B	2.976%	954 sq.ft.
312	C	2.271%	728 sq.ft.
314	C	2.271%	728 sq.ft.
315	B	2.976%	954 sq.ft.
316	B	2.976%	954 sq.ft.
317	A	3.068%	984 sq.ft.
408	A	3.068%	984 sq.ft.
409	B	2.976%	954 sq.ft.
410	B	2.976%	954 sq.ft.
411	B	2.976%	954 sq.ft.
412	C	2.271%	728 sq.ft.
414	C	2.271%	728 sq.ft.
415	B	2.976%	954 sq.ft.
416	B	2.976%	954 sq.ft.
417	A	3.068%	984 sq.ft.

EXHIBIT 4

(page 1 of 3)

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BUILDING A - PERCENTAGE OF COMMON ELEMENTS
(70 UNITS - BUILDINGS A & C)

<u>UNIT</u>	<u>TYPE</u>	<u>PERCENTAGE</u>	<u>GENERAL SIZE</u>
108	A	1.535%	984 sq.ft.
109	B	1.488%	954 sq.ft.
110	B	1.488%	954 sq.ft.
111	B	1.488%	954 sq.ft.
114	D	1.156%	741 sq.ft.
115	B	1.488%	954 sq.ft.
116	B	1.488%	954 sq.ft.
117	A	1.535%	984 sq.ft.
208	A	1.535%	984 sq.ft.
209	B	1.488%	954 sq.ft.
210	B	1.488%	954 sq.ft.
211	B	1.488%	954 sq.ft.
212	C	1.134%	728 sq.ft.
214	C	1.134%	728 sq.ft.
215	B	1.488%	954 sq.ft.
216	B	1.488%	954 sq.ft.
217	A	1.535%	984 sq.ft.
308	A	1.535%	984 sq.ft.
309	B	1.488%	954 sq.ft.
310	B	1.488%	954 sq.ft.
311	B	1.488%	954 sq.ft.
312	C	1.134%	728 sq.ft.
314	C	1.134%	728 sq.ft.
315	B	1.488%	954 sq.ft.
316	B	1.488%	954 sq.ft.
317	A	1.535%	984 sq.ft.
408	A	1.535%	984 sq.ft.
409	B	1.488%	954 sq.ft.
410	B	1.488%	954 sq.ft.
411	B	1.488%	954 sq.ft.
412	C	1.134%	728 sq.ft.
414	C	1.134%	728 sq.ft.
415	B	1.488%	954 sq.ft.
416	B	1.488%	954 sq.ft.
417	A	1.535%	984 sq.ft.

EXHIBIT 4

(page 2 of 3)

7466 PAGE 882

BUILDING C - PERCENTAGE OF COMMON ELEMENTS
(70 UNITS - BUILDINGS A & C)

<u>UNIT</u>	<u>TYPE</u>	<u>PERCENTAGE</u>	<u>GENERAL SIZE</u>
118	A		
119	B	1.535%	984 sq.ft.
120	B	1.488%	954 sq.ft.
121	B	1.488%	954 sq.ft.
123	D	1.488%	954 sq.ft.
124	B	1.156%	741 sq.ft.
125	B	1.488%	954 sq.ft.
126	A	1.488%	954 sq.ft.
		1.535%	984 sq.ft.
218	A		
219	B	1.535%	984 sq.ft.
220	B	1.488%	954 sq.ft.
221	B	1.488%	954 sq.ft.
222	C	1.488%	954 sq.ft.
223	C	1.134%	728 sq.ft.
224	B	1.134%	728 sq.ft.
225	B	1.488%	954 sq.ft.
226	A	1.488%	954 sq.ft.
		1.535%	984 sq.ft.
318	A		
319	B	1.535%	984 sq.ft.
320	B	1.488%	954 sq.ft.
321	B	1.488%	954 sq.ft.
322	C	1.488%	954 sq.ft.
323	C	1.134%	728 sq.ft.
324	B	1.134%	728 sq.ft.
325	B	1.488%	954 sq.ft.
326	A	1.488%	954 sq.ft.
		1.535%	984 sq.ft.
418	A		
419	B	1.535%	984 sq.ft.
420	B	1.488%	954 sq.ft.
421	B	1.488%	954 sq.ft.
422	B	1.488%	954 sq.ft.
423	C	1.134%	728 sq.ft.
424	C	1.134%	728 sq.ft.
425	B	1.488%	954 sq.ft.
426	B	1.488%	954 sq.ft.
	A	1.535%	984 sq.ft.

EXHIBIT 4

(page 3 of 3)

7456 PAGE 883

EXHIBIT "5"

STATE OF FLORIDA

DEPARTMENT OF STATE



I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION OF

BELLA MAR CONDOMINIUM ASSOCIATION, INC.

filed in this office on the 19th day of July

19 76 .

Charter Number: 736429

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
26th day of July
1976

Sam A. Graham

SECRETARY OF STATE



ARTICLES OF INCORPORATION
OF
BELLA MAR CONDOMINIUM ASSOCIATION, INC.

A Non-Profit Florida Corporation

The undersigned, acknowledge and file these Articles of Incorporation in the office of the Secretary of State in the State of Florida, for the purpose of forming a non-profit corporation pursuant to Chapter 617 of the Florida Statutes.

ARTICLE I

Name

The name of the corporation shall be BELLA MAR CONDOMINIUM ASSOCIATION, INC., and shall be referred to herein as "Association" or "Corporation".

ARTICLE II

Purposes

The purposes for which this corporation is formed are as follows:

(a) To form an "Association" as defined in the Condominium Act of the Statutes of the State of Florida; and as such to perform all acts or activities authorized and permitted under the laws of Florida pertaining to condominiums or under the terms of any declaration of condominium in connection with any condominium regime established upon any portion of the property in Broward County, Florida described on Schedule A attached hereto.

(b) To operate, manage and maintain recreational facilities situated upon the property in Broward County, Florida described on Schedule B attached hereto for the owners thereof, in accordance with the terms of any restrictions imposed upon the property.

ARTICLE III

Members

(a) All unit owners in any condominium regime established upon any portion of the lands described on Schedule A attached hereto shall automatically be members of the Association, and their membership shall automatically terminate when they are no longer owners of a unit in said condominium. If a member should sell his unit under the provisions of the Declaration, the grantee from such member will automatically acquire membership in the Association. Membership certificates are not required and will not be issued.

(b) Each unit owner is entitled to one vote for each unit owned by him. A corporation or any individual with an interest in more than one unit may be designated the voting agent for each unit in which he owns an interest.

(c) 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 his apartment.

ARTICLE IV

Existence

This corporation shall have perpetual existence.

ARTICLE V

Subscribers

The names and addresses of the subscribers hereto are as follows:

<u>Name</u>	<u>Address</u>
R. P. O'Connor	1390 Brickell Avenue Miami, Florida 33131
H. A. Denney, Jr.	1390 Brickell Avenue Miami, Florida 33131
Barrett Sanders	1390 Brickell Avenue Miami, Florida 33131

ARTICLE VI

Directors

(a) The affairs and property of this Corporation shall be managed and governed by a Board of Directors composed of no less than three (3) nor more than nine (9) directors. The first Board of Directors shall have four (4) members, and the number of directors on subsequent Boards will be determined from time to time in accordance with the provisions of the By-Laws of the Corporation.

(b) Directors shall be elected by the voting members in accordance with the By-Laws at a regular, annual meeting of the membership of the Corporation, in the manner set out by the By-Laws. Directors shall be elected to serve for a term of one (1) year. In the event of a vacancy, the elected directors may appoint an additional director to serve the balance of the term.

Except as provided in the By-Laws, the first election of directors shall not be held until the first to occur of the following:

(1) Three (3) years after fifty per cent (50%) of all units to be operated ultimately by the Association have been conveyed by the Developer to purchasers; or

(2) Three (3) months after ninety per cent (90%) of all units to be operated ultimately by the Association have been conveyed by the Developer to purchasers; or

(3) After Developer ceases to offer unsold units for sale in the ordinary course of business; or

(4) When Developer elects to terminate its control of the Condominium.

At the end of such period of time, a special meeting of the members shall be called and held in accordance with the By-Laws for the purpose of electing Directors.

Notwithstanding the above, however, upon sale and closing of at least 15 per cent of the condominium units the unit owners other than the Developer shall be entitled to elect two (2) additional directors to serve with the original four members of the Board of Directors. A special meeting of the members shall be called and held within one hundred twenty (120) days after closing of such 15 per cent of the units in order to elect such two additional directors.

An employee of a corporate owner, such as Developer, shall be eligible to serve as a director of the Association. The directors herein named shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

(c) All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors as established by the By-Laws, to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the members a President, Vice President, Secretary, Treasurer, and such other officers as it shall deem desirable, consistent with the corporate By-Laws. The President shall be elected from among the membership of the Board of Directors.

ARTICLE VII

Officers

Subject to the direction of the Board of Directors the affairs of the Association shall be administered by the officers designated in the By-Laws, who shall serve at the pleasure of said Board of Directors. The names and titles of the officers who shall serve until the first election following the first annual meeting of the Board of Directors are as follows:

<u>Name</u>	<u>Title</u>
D. R. Mead, Jr.	President
H. A. Denney, Jr.	Vice President
Mark Stefan	Vice President
R. P. O'Connor	Secretary-Treasurer

ARTICLE VIII

First Board of Directors

The following persons shall constitute the first Board of Directors, and shall hold office and serve until their successors are elected at the first regular annual meeting of the members subject to the provisions for continued directoral service as contained in Article VI:

<u>Name</u>	<u>Address</u>
D. R. Mead, Jr.	10255 S.W. 55 Avenue Miami, Florida
H. A. Denney, Jr.	6320 S.W. 147 Terrace Miami, Florida
Mark Stefan	6917 N.W. 34 Avenue Ft. Lauderdale, Florida
R. P. O'Connor	917 Viera Avenue Coral Gables, Florida

ARTICLE IX

By-Laws

The By-Laws of this Corporation shall be adopted by the first Board of Directors and attached to the Condominium Declaration to be filed in the Public Records of Broward County, Florida. Said By-Laws may be altered, amended, or rescinded at any duly called meeting of the members, in the manner provided by the By-Laws.

ARTICLE X

Amendments

(a) A majority of the Board of Directors or a majority of the voting members may propose alterations, amendments to, or the rescission of these Articles of Incorporation, so long as the proposals do not conflict with the Condominium Act or the Declaration of Condominium. Such proposals shall set forth the proposed alteration, amendment, or rescission; shall be in writing; shall be filed by the Board of Directors or a majority of the members; and shall be delivered to the President of the Association who shall thereupon call a Special Meeting of the Corporation not less than fourteen (14) days nor later than sixty (60) days from receipt of the proposal, the notice for which shall be given in the manner provided in the By-Laws. An affirmative vote of seventy-five per cent (75%) of the Board of Directors, and an affirmative vote of seventy-five per cent (75%) of all available votes of members of the Corporation, shall be required for the proposed alteration, amendment or rescission.

(b) Any voting member may waive any or all of the requirements of this Article as to notice by the Secretary of proposals to the President of the Association for the alteration, amendment, or rescission of these Articles. Said waiver may occur before, at, or after a membership meeting at which a vote is taken to amend, alter, or rescind these Articles in whole or in part.

ARTICLE XI

Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement thereof to which he may be a party, or may become involved in by reason of being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of or liable for willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, at Miami, Dade County, Florida, this day of 1976.

Signed, Sealed and Delivered
in the Presence of:

[Signature] [Signature] (Seal)
[Signature] [Signature] (Seal)
[Signature] [Signature] (Seal)

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this day of , 1976, by R. P. O'Connor, H. A. Denney, Jr., and Barrett Sanders.

My Commission Expires:

[Signature]
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOVEMBER 17, 1979

SCHEDULE A OF ARTICLES OF INCORPORATION OF BELLA MAR CONDOMINIUM ASSOCIATION, INC.

A portion of the north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter of Section 6, Township 48 South, Range 43 East, being more particularly described as follows:

Beginning at the northwest corner of said north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter; thence N 89°32'13" E, a distance of 463.47 feet, along said north line; thence S 0°26'09"E, a distance of 338.08 feet to an intersection with the south line of said north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter; thence S 89°28'37"W, a distance of 462.17 feet, along said south line, to the southwest corner of said north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter; thence N 0°39'21"W, a distance of 338.57 feet, along the west line of said north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter, to the POINT OF BEGINNING.

Said lands situate in Broward County, Florida.

Said lands also being described as:

A portion of land in the North one-half of the Southeast one-quarter of the Southwest one-quarter of the Northeast one-quarter and the North one-half of the Southwest one-quarter of the Southeast one-quarter of the Northeast one-quarter of Section 6, Township 48 South, Range 43 East (lying West of the Westerly right-of-way line of State Road No. 5) more particularly described as follows: Begin at the Southwest corner of the North one-half of the Southeast one-quarter of the Southwest one-quarter of the Northeast one-quarter of Said Section 6; thence run N 0°11'50"W along the West line of said Southeast one-quarter of the Southwest one-quarter of the Northeast one-quarter a distance of 338.57 feet to a point of intersection with the North line of said Southeast one-quarter of the Southwest one-quarter of the Northeast one-quarter of Section 6; thence run East 463.47 feet along the Said North line to a point; thence run S 0°01'20" W 337.92 feet to a point on the South line of the North one-half of the Southeast one-quarter of the Southwest one-quarter of the Northeast one-quarter; thence run S 89°55'15" W along said South line 462.17 feet to the Point of Beginning. Containing 3.59 Acres, more or less.

SCHEDULE B of ARTICLES OF INCORPORATION of BELLA MAR CONDOMINIUM ASSOCIATION, INC.

A portion of the north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter of Section 6, Township 48 South, Range 43 East, being more particularly described as follows:

Commencing at the southwest corner of said north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter; thence N 0°39'21"W, a distance of 169.28 feet, along the west line of said north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter, to the northwest corner of the south one-half of said north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter; thence N 89°30'51"E, a distance of 150 feet, along the north line of said south one-half of the north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter to the POINT OF BEGINNING; thence N 0°39'21"W, a distance of 38.21 feet, parallel with the west line of said north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter, to an intersection with a line 131 feet south of, as measured at right angles to, and parallel with, the north line of said north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter; thence N 89°32'13"E, a distance of 162.97 feet, along said parallel line; thence S 0°26'09"E, a distance of 76.24 feet, to an intersection with a line 131 feet north of, as measured at right angles to, and parallel with, the south line of said north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter; thence S 89°28'37"W, a distance of 162.67 feet, along said parallel line, to an intersection with a line 150 feet east of, as measured at right angles to, and parallel with, the west line of said north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter; thence N 0°39'21"W, a distance of 38.20 feet, along said parallel line, to the POINT OF BEGINNING, subject to Walkway easement over the East 10 feet thereof.

Said lands situate in Broward County, Florida.

EXHIBIT "6"

BY-LAWS

OF

BELLA MAR CONDOMINIUM ASSOCIATION, INC.

A Non-Profit Florida Corporation

ARTICLE I

Directors

A. Number and Term: The number of directors which shall constitute the whole board shall be not less than three (3) nor more than nine (9). Except for the initial Directors designated in the Articles of Incorporation and any other Directors elected or appointed by the Developer, a director shall be elected to serve for the term of one (1) year, or until his successor has been elected and qualified. The first Board of Directors shall have four (4) members. An employee of a corporate owner, such as the Developer, shall be eligible to serve as a director of the Association.

B. Vacancy and Replacement: If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

C. Removal: Directors may be removed for cause by an affirmative vote of a majority of the qualified votes of members. No director shall continue to serve on the Board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

D. First Board of Directors: The first Board of Directors designated in the Articles shall hold office and exercise all the powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, any or all of said directors shall be subject to replacement in the event of resignation or death as above provided.

E. Powers: The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration of Condominium of any condominium administered by this Association. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

(1) To make and collect regular and special assessments and establish the time within which payment of same is due.

(2) To use and expend the assessments collected to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for, and preserved by the unit owners.

(3) To purchase the necessary equipment and tools required in the maintenance, care, and preservation referred to above.

(4) To enter into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care, and preservation.

(5) To insure and keep insured said condominium property in the manner set forth in the Declaration, against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

(6) To collect delinquent assessments by suit or otherwise, abate nuisances, and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration.

(7) To employ and compensate such personnel as may be required for the maintenance and preservation of the property.

(8) To make reasonable rules and regulations for the occupancy of the condominium parcels, to make reasonable charges for the use of the gas barbeque grills which are part of the common elements of the condominium, and to levy and collect fines for violation of the Rules and Regulations provided that no such fines shall exceed \$50.00.

(9) To acquire and/or rent and/or lease a condominium parcel in the name of the corporation or a designee.

(10) To contract for management of the condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Condominium documents to have a specific approval of the Board of Directors or membership.

(11) To carry out the obligations of the Association under any restrictions and/or covenants running with any land submitted to the Condominium ownership of this Association or its members.

F. Compensation: Neither directors nor officers shall receive compensation for their services as such.

G. Meetings:

(1) The first meeting of each board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

(2) A special meeting shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the directors may waive notice of the calling of the meeting.

(3) A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting without notice other than announcement at the meeting until a quorum shall be present.

H. Order of Business: The order of business at all meetings of the Board shall be as follows:

1. Roll call;
2. Reading of Minutes of last meeting;
3. Consideration of communications;
4. Resignations and elections;
5. Reports of officers and employees;
6. Reports of committees;
7. Unfinished business;
8. Original resolutions and new business;
9. Adjournment.

ARTICLE II

Officers

A. Executive Officers: The executive officers of the corporation shall be a President, Vice President, Treasurer and Secretary, all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. The President shall be a director. If the Board, so determines, there may be more than one Vice President.

B. Subordinate Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

C. Tenure of Officers; Removal: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. The Board may delegate powers of removal of subordinate officers and agents to any officer.

D. The President: The President shall preside at all meetings of the members and directors; he shall have general and active management of the business of the corporation; shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages, and other contracts requiring a seal, under the seal of the corporation; the seal when affixed shall be attested by the signature of the Secretary. He shall have general superintendence and direction of all the other officers of the corporation and shall see that their duties are performed properly. He shall submit a report of the operations of the corporation for the fiscal year to the Directors whenever called for by them, and to the members at the annual meeting, and from time to time shall report to the Board all matters within his knowledge which the interest of the corporation may require to be brought to their notice. He shall be an ex officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

E. The Vice President: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

F. The Secretary: The Secretary shall keep the minutes of the members' and of the Board of Directors' meetings in one or more books provided for that purpose. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws. He shall keep a register of the Post Office address of each member, which shall be furnished to the Secretary by such member. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

G. The Treasurer: The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation. He may be required to give the corporation a bond in a sum, and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation, or removal from office, of all books, papers, vouchers, money, or other property of whatever kind in his possession belonging to the corporation.

H. Vacancies: If the office of any Director, or of the President, Vice President, Secretary, or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term. If the number of Directors falls below the minimum provided for in these By-Laws, a special members' meeting shall be called for the purpose of filling such vacancies in the Board of Directors.

I. Resignations: Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE III

Membership

Section 1. Definition: Membership in the Association shall be limited to owners of condominium units in any condominium regime established upon any part of the lands described in Schedule A of the Articles of Incorporation of this Association on file with the Secretary of State of Florida.

Section 2. Transfer of Membership and Ownership: Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel, and his undivided interest in the common elements of the condominium, and such transfer shall be subject to the procedures set forth in the Declaration.

ARTICLE IV

Meetings of Membership

A. Place: All meetings of the corporate membership shall be held at the office of the corporation or such other place as may be stated in the notice.

B. Annual Meeting:

(1) The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. If same be rescheduled, the Directors elected at the first annual meeting and the officers who

will be elected as a result of the Director's Meeting will hold office until the annual meeting is held.

(2) At the annual meeting, the members, by a plurality vote (cumulative voting prohibited) shall elect a Board of Directors and transact such other business as may properly come before the meeting.

(3) Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereafter at such address as appears on the books of the corporation, at least ten (10) days prior to the meeting.

C. Special Meeting:

(1) Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of one-third (1/3) of the members. Such request shall state the purpose or purposes of the proposed meeting.

(2) Written notice of a Special Meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least five (5) days before such meeting.

(3) Business transacted at all Special Meetings shall be confined to the objects stated in the notice thereof.

D. Quorum: Thirty percent (30%) of the total number of members of the corporation, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

E. Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the statutes or of the Certificate of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

F. Right to Vote: Each unit owner is entitled to one (1) vote for each unit owned by him. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If more than one (1) person or a corporation owns an apartment (parcel), any one of the co-owners may cast the vote for the unit, but all such co-owners shall have only one vote among them. Corporations shall have the right of membership in the Association, but must designate to the Association in writing the officer authorized to cast the vote of the corporation.

G. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or the Certification of Incorporation or of these By-Laws to be taken

in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all members who would have been entitled to vote upon the action of such meeting if such meeting were held shall have consented in writing to such action being taken.

H. Order of Business: The order of business at annual members' meetings and as far as practical at other members' meetings, will be:

1. Election of Chairman;
2. Roll Call;
3. Proof of Notice of Meeting or Waiver of Notice;
4. Reading of Minutes of Prior Meeting;
5. Officers' Reports;
6. Committee Reports;
7. Elections;
8. Unfinished Business;
9. New Business;
10. Adjournment.

ARTICLE V

Notices

A. Definition: Whenever under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by regular mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the corporation.

B. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

C. Address: The address for notice of the corporation is 367 S. Federal Highway, Deerfield Beach, Florida.

ARTICLE VI

Finances

A. Separate Records - Uniform Assessments: The Board shall maintain individual records and books for each condominium which it manages, showing the common surplus and common expenses of each condominium separately. It is anticipated that all condominiums managed by the Association will have a uniformity of expense, need and interest such that assessments shall be identical for all members of the Association. No condominium managed by the Association shall be assessed more than any other condominium so managed except with the written consent of not less than two-thirds of unit owners within the condominium which is to receive the larger assessment.

B. Determination of Assessments:

(1) The Board of Directors of the Condominium Association shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of each condominium which it manages. Common expenses shall include expenses for the operation, maintenance, repair, or replacement of the common elements and the limited common elements, charges for the operation by the Association of recreation facilities, costs of carrying out the powers and duties of the corporation, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association. On behalf of the Association, the Board of Directors is specifically empowered to make and collect assessments and to maintain, repair, and replace the common elements and the limited common elements of each condominium. Funds for the payment of common expenses shall be assessed

against the unit owners in the manner provided in the Declaration of Condominium. Any Special Assessments required by the Board of Directors shall be levied and paid in the same manner as hereinbefore provided for regular assessment. Any fine properly levied by the Board of Directors against a unit owner for violation of any of the Rules and Regulations of the condominium shall also be levied and paid in the same manner as provided for regular assessment.

(2) When the Board of Directors has determined the amount of any assessment, the Secretary-Treasurer of the Association shall mail or present a statement of the assessment to each of the owners. All assessments shall be payable to the Association; and upon request, the Secretary-Treasurer shall give a receipt for each payment made.

(3) The Board of Directors may authorize the President to enter into a management contract with third parties to whom the power to levy and collect assessments may be delegated.

(4) Notwithstanding anything in these By-Laws or the Declaration of Condominium authorizing expenditures, no single expenditure in excess of Five Thousand Dollars (\$5,000.00) per annum for the improvement of the common elements shall be made without the approval of seventy percent (70%) of the membership present at a special meeting called for that purpose, except for (1) the repair of the condominium property due to casualty loss; or (2) emergency repair immediately necessary for the preservation and safety of the property; or (3) for the safety of persons; or (4) as required to avoid suspension of any necessary service to the Condominium.

(5) The provision of the Florida Statutes with regard to limitations on budget increase, special membership meetings for budget reconsideration, and the right to consider and adopt a budget at the annual meeting as an alternative, are hereby adopted. In determination of the percent of increase of the annual budget over the preceding years, provisions for reasonable reserves for repair or replacement of common elements or for emergency repair, or for betterment of common property shall be excluded.

C. Inspections and Records: The Association shall maintain good accounting records. All such records and any legal documents, policies of insurance, and books of the Association shall be open to inspection by members, their authorized representatives, and all holders of first mortgages on condominium units at reasonable times. Said holders of mortgages shall have the right to receive an unaudited financial statement of the Association within ninety (90) days following the end of the fiscal year.

ARTICLE VII

Corporate Seal

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Non-Profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE VIII

Default

In the event a unit owner does not pay any sums, charges, or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments to which it is entitled, in accordance with the Declaration and the statutes made and provided.

If the corporation becomes the owner of a unit by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expense necessary for the repairing and refurbishing of the unit in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of subject unit.

In the event of violation of the provisions of the Declaration, corporate charter, or By-Laws, as the same are or may hereafter be constituted, for thirty (30) days after notice from the Association to the unit owners to correct said breach or violation, the Association, on its own behalf or by and through its Board of Directors may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, or may sue for damages, or take such other courses of action, or other legal remedy as it or they may deem appropriate. A mortgagee (as such term is defined in the applicable Declaration of Condominium) of a unit shall be entitled to written notice from the Association of any default by the mortgagor of such unit under the condominium documents which is not cured within thirty (30) days.

In the event such legal action is brought against a unit owner and results in a judgment for the Plaintiff, the Defendant shall pay the Plaintiff's reasonable attorneys' fees and court costs including appellate attorneys' fees and costs.

Each unit owner, for himself, his heirs, successors, and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation and regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of the family units to give to the corporation a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from the owners of units, and to preserve each unit owner's right to enjoy his unit, free from unreasonable restraint and nuisance.

ARTICLE IX

Amendment

These By-Laws may only be altered, amended or added to at any duly called meeting of the members; provided (1) that the notice of the meeting shall contain a full statement of the proposed amendment; and (2) that the quorum requirement for such purposes shall be a majority of all the then members, in person or by proxy. In addition, it shall be necessary that there be an affirmative vote of unit owners holding three-fourths (3/4) of the qualified votes of members, as well as an affirmative vote of the Board of Directors, in order to amend the Declaration and By-Laws. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights and/or liabilities of any mortgagee.

ARTICLE X

Construction

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

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

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

Secretary

APPROVED:

President

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EXHIBIT "7"

A portion of the north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter of Section 6, Township 48 South, Range 43 East, being more particularly described as follows:

Commencing at the southwest corner of said north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter; thence N 0°39'21"W, a distance of 169.28 feet, along the west line of said north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter, to the northwest corner of the south one-half of said north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter; thence N 89°30'51" E, a distance of 150 feet, along the north line of said south one-half of the north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter to the POINT OF BEGINNING; thence N 0°39'21"W, a distance of 38.21 feet, parallel with the west line of said north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter, to an intersection with a line 131 feet south of, as measured at right angles to, and parallel with, the north line of said north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter; thence N 89°32'13"E, a distance of 162.97 feet, along said parallel line; thence S 0°26'09"E, a distance of 76.24 feet, to an intersection with a line 131 feet north of, as measured at right angles to, and parallel with, the south line of said north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter; thence S 89°28'37"W, a distance of 162.67 feet, along said parallel line, to an intersection with a line 150 feet east of, as measured at right angles to, and parallel with, the west line of said north one-half of the southeast one-quarter of the southwest one-quarter of the northeast one-quarter; thence N 0°39'21"W, a distance of 38.20 feet, along said parallel line, to the POINT OF BEGINNING, subject to walkway easement over the East 10 feet thereof.

Said lands situate in Broward County, Florida.

EXHIBIT "8"

DESCRIPTION: Future Recreation Area

A portion of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of Section 6, Township 48 South, Range 43 East, being more particularly described as follows:

COMMENCING at the Northwest corner of the South one-half ($S\frac{1}{2}$) of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6; THENCE North $89^{\circ}30'51''$ East, along the North line of the South one-half ($S\frac{1}{2}$) of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6, a distance of 32.00 feet, to the POINT OF BEGINNING of this description; THENCE continue North $89^{\circ}30'51''$ East, along the last described course, a distance of 118.00 feet; THENCE North $00^{\circ}39'21''$ West, along a line 150.00 feet East of, and parallel with, as measured at right angles to, the West line of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6, a distance of 33.21 feet; THENCE South $89^{\circ}32'13''$ West, parallel with and 136.00 feet South of, as measured at right angles to, the North line of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6, a distance of 118.00 feet; THENCE South $00^{\circ}39'21''$ East, along a line 32.00 feet East of, and parallel with, as measured at right angles to, the West line of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6, a distance of 33.27 feet, to the POINT OF BEGINNING,

TOGETHER WITH the following described parcel:

COMMENCING at the Northwest corner of the South one-half ($S\frac{1}{2}$) of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6; THENCE North $89^{\circ}30'51''$ East, along the North line of the South one-half ($S\frac{1}{2}$) of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6, a distance of 32.00 feet to the POINT OF BEGINNING of this description; THENCE continue North $89^{\circ}30'51''$ East, along the last described course a distance of 118.00 feet; THENCE South $00^{\circ}39'21''$ East, along a line 150.00 feet East of, and parallel with, as measured at right angles to, the West line of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6, a distance of 33.20 feet; THENCE North $89^{\circ}28'37''$ West, along a line 136.00 feet North of, and parallel with, as measured at right angles to, the South line of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6, a distance of 118.00 feet; THENCE North $00^{\circ}39'21''$ West, along a line 32.00 feet East of, and parallel with, as measured at right angles to, the West line of the North one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 6, a distance of 33.26 feet, to the POINT OF BEGINNING.

Said lands situate, lying and being in Broward County, Florida.

JO# 77-1179

WW/as

1/25/78

CALCULATION	
DRAFTING	
DESCRIPTION	WW
FIRST REVIEW	WW
TYPING	AS
SECOND REVIEW	WW

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

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