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✓ This Instrument Prepared By:  
VOIGT & VOIGT, P.A.  
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2042 Bee Ridge Road  
Sarasota, FL 34239



DECLARATION OF CONDOMINIUM  
OF  
THE VILLAS AT BELLAGIO HARBOR VILLAGE,  
A CONDOMINIUM

MADE this 18 day of October, 2006, by DTM Development, Inc., a Florida corporation, hereinafter called "Developer", for itself and its successors, grantees and assigns.

WHEREIN Developer owns the fee simple interest in certain real property, hereinafter described, intends to convert said real property to the condominium form of ownership, and makes the following declarations:

1. **THE LAND:** Developer owns certain real property located in Sarasota County, Florida, as more particularly described in Exhibit "A" annexed hereto (the "Land").
2. **SUBMISSION STATEMENT:** Developer hereby submits the Land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or fixed, located on and intended for use in connection therewith, to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date of the recording of this Declaration; excluding therefrom, however, any public utility installations, cable television lines, and other similar equipment that are owned by the utility furnishing services to the Condominium. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of condominium parcels. The acquisition of title to a unit, or any other interest in the condominium property, or the lease, occupancy, or use of any portion of the condominium property shall constitute an acceptance and ratification of all provisions of this Declaration as it may be amended from time to time, and shall signify agreement to be bound by its terms.

2.1 **Plan of Development.** The Condominium is located in Osprey, Florida. The Condominium will have residential units; the Condominium will also include a "Clubhouse Unit" and a "Fitness Unit" (as hereinafter defined) available for use by all Members of the Condominium Association. The Condominium is to be constructed on a portion of an existing

64

marina site formerly known as Bob's Boatyard (the "Project Site") which site ("The Villas at Bellagio Harbor Village Site" or the "Condominium Site") is subject to the terms and provisions of that certain Master Declaration and General Protective Covenants, Conditions and Restrictions for BELLAGIO HARBOR VILLAGE (the "Master Restrictions"). The Developer currently owns the entire Project site.

The Condominium shall consist of two FOUR (4) story buildings containing a maximum of fifty-three (53) Residential Units, a "Clubhouse Unit," a "Fitness Unit," and numerous wet dock slips. Each "stack," which shall be defined as a single vertical column of units, of Residential Units shall have an alphabetical designation followed by a number indicating what floor said Unit is located on. Building One, the northernmost building, contains "stacks" A, B, C, D, E, F, G, H, I, J, K and L. Building Two, the southernmost building, contains "stacks" M, N, O, P, Q and R. The first floor of Building One contains seventy-three (73) covered parking spaces. The second, third and fourth floors of Building One contain thirty-five (35) Residential Units. Building One also contains the Fitness Unit. Each "stack" will be identified as follows: "Stack" A will have A2 (second floor unit), A3 (third floor unit) and APH (fourth floor unit). All "stacks" in both buildings will be identified in identical fashion, except that some stacks will have a "4" for the fourth floor unit rather than a "PH." For example, "P4." The second, third and fourth floors of Building Two contain eighteen (18) Residential Units. The first floor of Building Two contains thirty-six (36) covered parking spaces. Building Two also contains the Clubhouse Unit. The condominium property also contains "wet slips," which are boat docks to be assigned to specific units. The number of said wet slips has not been determined as of this date. Annexed hereto and made a part hereof as Exhibit "B" is a Survey of the Land and Plot Plan showing the boundaries of the Land and approximate locations of all existing and proposed Buildings and improvements to be contained within the Condominium Property. Annexed hereto and made a part hereof as Exhibit "C" are Floor Plans showing graphic descriptions of all Residential Units and the Clubhouse Unit, including their identification numbers, locations and dimensions. The legend and notes contained therein are incorporated herein and made a part hereof by reference. Nonmaterial changes in the relative locations of the improvements may be made by the Developer without notice to or approval of the Unit Owners.

**2.2 Phase Two Units.** Pursuant to Florida Statute 718.403, Units M2, M3 and MPH may not be constructed at the same time as the other Units. Attached hereto as Exhibit \_\_\_ is the legal description for Phase Two where the Developer intends to construct said Units. The specifications, location and square footage information for the Phase Two Units are attached hereto as Exhibit "B" and Exhibit "C". Upon the construction of the Phase Two Units, Developer will convey the property identified on Exhibit \_\_\_ to the Association. The Phase Two Units must be constructed within seven (7) years from the date of recording this Declaration. If the Developer elects not to construct said Units, Developer shall notify owners of existing Units of the decision not to add the additional phase. Notice shall be sent by first-class mail addressed to each owner at the address of his or her Unit or at his or her last known address. If the Phase

Two Units are constructed, the three units shall pay a proportionate share of the common expenses as enumerated on Exhibit "F" attached hereto.

2.3 Time Shares Prohibited. Time-share estates shall not be created with respect to any Unit within the Condominium.

3. NAME: The name by which this condominium shall be identified is The Villas at Bellagio Harbor Village, a Condominium (hereinafter called the "Condominium"), with an address of 480 Blackburn Point Road, Osprey, Florida 34229.

4. DEFINITIONS: The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, as it exists as of the date hereof (the "Condominium Act"), unless the context otherwise requires.

4.1 "Architectural Review Board" or "ARB" means the committee formed pursuant to the Master Restrictions to maintain the quality and architectural harmony of improvements within Bellagio Harbor Village.

4.2 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.

4.3 "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the units.

4.4 "Association" or "Condominium Association" means The Villas at Bellagio Harbor Village Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of this condominium. The Association is a "Neighborhood Association", as defined in the Master Restrictions.

4.5 "Association Property" means all property, real or personal, owned or leased by the Association for the use and benefit of the unit owners.

4.6 "Bellagio Harbor Village" means the name given to the master planned community being developed on the Properties by Declarant in Sarasota County in accordance with the Development Plan and the Master Restrictions.

4.7 "Board of Directors" or "Board" means the representative body which is responsible for the administration of the Association's affairs, and is the same body referred to in the Condominium Act as the "Board of Administration".

4.8 "Building" means the structure situated on the Condominium Property in which the Units are located.

4.9 "By-Laws" means the By-Laws of the Association, as they exist from time to time.

4.10 "Clubhouse Unit" is that unit located on the 1st floor of Building Two which is graphically depicted on Exhibit "B" as the Clubhouse Unit and is available for use by all Members of the Association.

4.11 "Condominium Documents" means and includes this Declaration and all recorded exhibits hereto, as amended from time to time.

4.12 "Developer" means DTM Development, Inc., a Florida corporation, its grantees, successors and assigns. Developer shall have the right to assign any and all of the rights and privileges reserved for Developer under this Declaration. A unit owner, solely by the purchase of a unit, shall not be deemed a successor or assign of Developer or of the rights of Developer under the condominium documents or by law unless such unit owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

4.13 "Family" or "Single Family" shall refer to any one of the following:

(a) One natural person.

(b) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others.

(c) Two or more natural persons meeting the requirements of (B) above, except that there is among them not more than one person who is not related to some or all of the others.

4.14 "Fitness Unit" is that unit located on the 1st floor of Building One which is graphically depicted on Exhibit "B" as the Fitness Unit and is available for use by all Members of the Association.

4.15 "Guest" means any person (other than the unit owner and his family), who is physically present in, or occupies a unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration. "Temporary" means not longer than 60 days in any calendar year.

4.16 "Institutional Mortgagee" shall refer to any one of the following:

(a) A lending institution holding a mortgage encumbering a unit, including, without limitation any of the following types of institutions or entities: a federal or state savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida.

(b) A governmental, quasi-governmental or private company that is engaged in the business of making, purchasing, holding, guaranteeing or insuring residential mortgages, including without limitation the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration and the Department of Urban Development.

(c) Any investors and lenders, or the successors and assigns of such investors and lenders, who have loaned money to Developer to acquire land comprising the Condominium or to construct improvements, and who have a first mortgage lien on all or a portion of the Condominium securing such loan.

4.17 "Lease" means the grant by a unit owner of a temporary right or use of the owner's unit for valuable consideration.

4.18 "Legal Fees" means reasonable fees for attorney and paralegal services incurred in connection with (i) negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; and (ii) collection of past due assessments, including without limitation, preparation of notices and liens, and shall also include court costs through and including all trial and appellate levels and post-judgment proceedings.

4.19 "Limited Common Elements" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

4.20 "Master Association" means the Bellagio Harbor Village Master Association, Inc., a Florida corporation not for profit. By acquisition of title to a unit in the Condominium, each unit owner automatically becomes a member of the Master Association as further described in the Master Restrictions. Each unit shall be obligated for assessments and other charges levied by the Master Association, such amounts to be collected by the Association as a common expense. Membership has only those rights and privileges contained in the Master Association Documents and in the rules promulgated by the Master Association. All unit owners in the Condominium shall be members of the Master Association.

4.21 "Master Restrictions" means the MASTER DECLARATION AND GENERAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLAGIO HARBOR VILLAGE as recorded in Official Records as Instrument Number 2006128677, of the Public Records of Sarasota County, Florida as it may be amended from time to time.

4.22 "Master Association Documents" means the Master Restrictions and all recorded exhibits to it, including the Articles of Incorporation and By-Laws of the Master Association, all as amend from time to time.

4.23 "Pool" means that certain heated swimming pool and spa surrounded by a deck containing approximately 1200 square feet of area. This pool is a Common Element of the Villages at Bellagio Harbor Village and is exclusive to its Owners and guests.

4.24 "Occupy", when used in connection with a unit, means the act of staying overnight in a unit. "Occupant" is a person who occupies a unit.

4.25 "Primary Institutional Mortgagee" means that institutional mortgagee which, at the time a determination is made, holds first mortgages on more units in the Condominium than any other institutional mortgagee, such determination to be made by reference to the number of units encumbered, and not by the dollar amount of such mortgages.

4.26 "Properties" means the real property described as such in the Master Restrictions, together with any additional property subjected to the Master Restrictions from time to time and includes all of the land generally depicted on the Site Plan and any additional land specifically declared as part of Bellagio Harbor Village by Declarant. Land within Bellagio Harbor Village shall not become part of the Properties until and unless specifically made subject to the Master Restrictions.

4.27 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, governing the use of the common elements and the operation of the Association.

4.28 "Unit" means a part of the condominium property which is subject to exclusive ownership as specified in the Declaration.

4.29 "Unit Owner" or "Owner" means the record owner of a legal title to a condominium parcel.

4.30 "Utility Service" means and is intended to include, but not limited to, electric power, gas, telephone, hot and cold water, heating and air conditioning ventilation systems, garbage and sewage disposal.

4.31 "Wet Slip" means those certain dock spaces to be constructed by Developer as part of the condominium. These wet slips will be assigned to Unit owners only. The maintenance of these wet slips shall be borne by all of the Unit owners to whom a slip has been assigned.

4.32 "Surface Water Mangement System" shall include, but is not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas.

## 5. DESCRIPTION OF IMPROVEMENTS: SURVEY AND PLANS:

5.1 Improvements. The Condominium shall consist of two FOUR (4) story buildings containing a maximum of fifty-three (53) Residential Units, a "Clubhouse Unit," a "Fitness Unit," and numerous wet dock slips. Each "stack," which shall be defined as a single vertical column of units, of Residential Units shall have an alphabetical designation followed by a number indicating what floor said Unit is located on. Building One, the northernmost building, contains "stacks" A, B, C, D, E, F, G, H, I, J, K and L. Building Two, the southernmost building, contains "stacks" M, N, O, P, Q and R. The first floor of Building One contains seventy-three (73) covered parking spaces. The second, third and fourth floors of Building One contain thirty-five (35) Residential Units. Building One also contains the Fitness Unit. Each "stack" will be identified as follows: "Stack" A will have A2 (second floor unit), A3 (third floor unit) and APH (fourth floor unit). All "stacks" in both buildings will be identified in identical fashion, except that some stacks will have a "4" for the fourth floor unit rather than a "PH." For example, "P4." The second, third and fourth floors of Building Two contain eighteen (18) Residential Units. The first floor of Building Two contains thirty-six (36) covered parking spaces. Building Two also contains the Clubhouse Unit. The condominium property also contains "wet slips," which are boat docks to be assigned to specific units. The number of said wet slips has not been determined as of this date. Annexed hereto and made a part hereof as Exhibit "B" is a Survey of the Land and Plot Plan showing the boundaries of the Land and approximate locations of all existing and proposed Buildings and improvements to be contained within the Condominium Property. Annexed hereto and made a part hereof as Exhibit "C" are Floor Plans showing graphic descriptions of all Residential Units and the Clubhouse Unit, including their identification numbers, locations and dimensions. The legend and notes contained therein are incorporated herein and made a part hereof by reference. Nonmaterial changes in the relative locations of the improvements may be made by the Developer without notice to or approval of the Unit Owners. No unit bears the same designation as any other unit in the Condominium. There shall pass with a unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace 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, provided that an easement in airspace which is

vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration. The Developer reserves the right to alter the size, number and location of windows, privacy screens, parking and storage facilities, and to make such exterior and structural changes as may be appropriate to such alterations; provided any such changes shall not substantially change the general architectural character of the Buildings or substantially reduce or increase the approximate area of any Residential Unit. The balconies and terraces will be Limited Common Elements.

5.2 Unit Boundaries. Each unit shall include that part of the building that lies within the following boundaries:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to their intersections with the perimeter boundaries:

(1) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling of the unit.

(2) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the unit.

(b) Perimeter Boundaries. The perimeter boundaries of the unit shall be the vertical planes of the unfinished interior surfaces of the drywall walls bounding the unit as shown in Exhibit "B" hereto, extended to their intersections with each other and with the upper and lower boundaries. Each Unit shall include the cabinets in the walls and the electric receptacles and switches exclusively serving such Unit.

(c) Interior Walls. No part of the non-structural interior partition walls within a unit shall be considered part of the boundary of a unit.

(d) Apertures. Where there are openings in any boundary, including, without limitation, windows, doors and skylights, the boundaries of the unit shall extend to the interior unfinished surfaces of the coverings of such openings, and their frameworks thereof; provided however, Units shall include, as indicated on the Floor Plans, windows, railings and screens in the parametrical walls. Unit Owners shall be responsible for the maintenance and repair of all such windows, doors, railings and screens contained within their respective Units.

(e) Utilities. The unit shall not be deemed to include any pipes, wiring, ducts or other utility installations that are physically within the above-described



boundaries, but which serve other units or the common elements. Such utility installations shall be common elements.

5.3 Exceptions and Conflicts. In the case of any conflict between the boundaries of the Unit as above described and the dimensions of the Unit shown on Exhibit "B", the above provisions describing the boundary of a Unit shall control, it being the intention of this Declaration that the actual as-built boundaries of the Unit as above described shall control over erroneous dimensions contained in Exhibit "C" attached hereto, and in the event it shall appear that any dimension shown on Exhibit "C" attached hereto is erroneous, the Developer or the President of the Association shall have the right to unilaterally amend the Declaration to correct such survey, and any such amendment shall not require the joinder of any Unit Owner or Institutional First Mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Unit. In the case of Unit boundaries not adequately described as provided above, the survey of the Units contained in Exhibit "B" shall control in determining the boundaries of a Unit. In the case of any conflict between the language of this Declaration describing the boundaries of any Unit, and in the language contained on Exhibit "C" describing the boundaries of a Unit, the language of this Declaration shall control.

## 6. CONDOMINIUM PARCELS: APPURTENANCES AND USE:

6.1 Shares of Ownership. The ownership of each unit shall also include an undivided share in the common elements as defined in §718.108 of the Florida Statutes and an undivided fractional interest in the common surplus, and the fractional share of the common expenses, appurtenant to each Unit. The percentage share assigned to each Unit is based on the total square footage of each Unit in uniform relationship to the total square footage of each other Unit in the Condominium. The share for each unit owner is enumerated on Exhibit "F" attached hereto.

6.2 Master Association Shares of Ownership. The ownership of each unit shall also include an undivided share in the common elements of the Master Association and an undivided fractional interest in the common surplus of the Master Association, and the fractional share of the common expenses, appurtenant to each Unit. The percentage share assigned to each Unit is based on the total number of units in Bellagio Harbor Village. The commercial units in Bellagio Harbor Village carry a weighted share. Each unit owner in the Villas will have a 1/365 share, regardless of the size of the unit. The assessments for the Master Association are enumerated on Exhibit "F" attached hereto.

6.3 Appurtenances to Each Unit. The owner of each unit shall have certain rights and own a certain interest in the condominium property, including, without limitation, the following:

- (a) An undivided ownership share in the Land and other common elements and the common surplus, as specifically set forth in Section 6.1 above.
- (b) Membership in the Association, with full voting rights appertaining thereto, which shall be acquired and exercised as provided in the Articles of Incorporation and By-Laws of the Association, attached hereto as Exhibits "D" and "E", respectively.
- (c) The exclusive right to use the limited common elements reserved for the unit, and the non-exclusive right to use the common elements and association property.
- (d) An exclusive easement for the use of the airspace 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. An easement in airspace which is vacated shall be terminated automatically.
- (e) Membership in the Master Association, with full voting rights appertaining thereto, and with all rights and subject to obligations provided in the Master Association Documents.
- (f) Other appurtenances as may be provided by law or by this Declaration. Each unit and its appurtenances constitutes a "condominium parcel".

6.4 Use and Possession. A unit owner is entitled to exclusive use and possession of his unit. An owner is entitled to use the common elements and association property in accordance with the purposes for which they are intended, but no use of the unit or of the common elements and association property may unreasonably interfere with the rights of other unit owners or other persons having rights to use the condominium property. No unit may be divided, and no fractional portion sold, leased or otherwise transferred. The use of the units, common elements and limited common elements shall be governed by the condominium documents and by the rules and regulations adopted by the Board of Directors as set forth in the By-Laws.

## 7. COMMON ELEMENTS; EASEMENTS:

7.1 Definition. The term "common elements" means all of the property submitted to condominium ownership that is not within the unit boundaries set forth in Section 5 above. The common elements include without limitation the following:

- (a) The Land.

(b) All portions of the Building and other improvements on the Land not included within the units, including limited common elements.

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

(d) An easement of support of every portion of the Condominium which contributes to the support of the Building.

(e) The fixtures and installations required for furnishing utilities and other services to more than one unit or to the common elements.

7.2 Easements. Each of the foregoing easements and easement rights is reserved through the condominium property and is a covenant running with the land and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of unit owners with respect to such easements.

(a) Utility and other Easements. The Association has the power, without the joinder of any unit owner, to grant easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing access easements in any portion of the common elements as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of units. The Association may also transfer title to utility-related equipment, facilities or material, and take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

(b) Encroachment. If any unit encroaches upon any of the common elements or upon any other unit for any reason other than the intentional act of the unit owner, or if any common element encroaches upon any unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

(c) Ingress and Egress. A non-exclusive easement shall exist in favor of each unit owner and occupant, their respective guests and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the common elements as from time to time may be intended and designed for such purpose and used for vehicular and pedestrian traffic over, through, and across such portions of the common elements as from time to time may be paved or

intended for such purposes, and for purposes of ingress and egress to the private roads within Bellagio Harbor Village and the public ways.

(d) Support. Each unit shall have an easement of support and necessity and shall be subject to an easement of support and necessity in favor of all other units and common elements.

(e) Construction: Maintenance. Developer (including its designees and contractors) shall have the right to enter the condominium property and take any action reasonably necessary or convenient for the purpose of completing the construction thereof, provided such activity does not prevent or unreasonably interfere with the use and enjoyment by the unit owners of the condominium property.

(f) Sales Activity. For so long as it holds any unit for sale in the ordinary course of business, Developer and its designees shall have the right to use, without charge, any units owned by it, the common elements and association property, in order to establish, modify, maintain and utilize, as it and they deem appropriate, model units and sales and other offices. Without limiting the generality of the foregoing, Developer and its designees may show model units or the common elements and association property to prospective purchasers or tenants, erect signs or other promotional material on the condominium property, and take all other action helpful for sales, leases and promotion of the Condominium. Any models, sales or other offices, signs and any other items pertaining to any sales or leasing efforts shall not be considered part of the common elements and association property and shall remain the property of Developer. Developer reserves the right for itself and any of its affiliates to use the models and office(s) for other communities located within BELLAGIO HARBOR VILLAGE, as Developer and/or any of Developer's affiliates as developers of other communities may determine, in their sole discretion, to the extent permitted by law.

7.2.1 Clubhouse Unit, Fitness Unit and other Recreational Facilities. Located with the Condominium Property is the Clubhouse Unit, consisting of approximately 1200 square feet, including bathroom and kitchen facilities. The Fitness Unit is approximately 2440 square feet. Also located within the Condominium Property is the Pool. The Clubhouse Unit, the Fitness Unit and the Pool area are available only to the Owners and Guests of the Association.

7.2.2 Adjacent Walkways, Boat Docks and the Restaurant Unit. Adjacent to the Common Elements of the Condominium are certain waterways and wet slips which are not a part of this Condominium. There are also certain walkways and common areas which are not a part of this Condominium, but which are governed by the Master Association (the "Walkways"). Certain of the Walkways are available for use by Association Members and Members of Bellagio

Harbor Village. Members of the Association acknowledge that the dock and walkways adjacent to the Wet Slips, which are a part of this condominium, shall be accessible to all members of the Master Association. Said walkway is identified on Exhibit B attached hereto.

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the common elements and common surplus appurtenant to a unit cannot be conveyed or encumbered separately from the unit and shall pass with the title to the unit, whether or not separately described. No owner may maintain an action for partition of the common elements. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the units.

## 8. LIMITED COMMON ELEMENTS:

8.1 Description of Limited Common Elements. Certain common elements have been, or may be, designated as limited common elements, reserved for the use of a particular unit or units, to the exclusion of the other units. The Limited Common Elements and the units to which their exclusive use is appurtenant, are as described in this Declaration and as further identified on the attached survey and plot plan. The following common elements are hereby designated as Limited Common Elements:

(a) Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a unit, which furnish air conditioning or heating exclusively to that unit, shall be Limited Common Elements, the exclusive use of which is appurtenant to the unit, maintained, repaired and replaced by, and solely at the expense of, the owner of the unit.

(b) Balconies. A balcony shall be a Limited Common Element appurtenant to each unit as indicated on the Floor Plans. The boundaries of the balconies shall be as follows: All upper, lower and perimetrical boundaries shall be the same as set forth above; however, should a perimetrical boundary be a railing, then the balcony shall include the railing and the boundary shall be the exterior surface of the railing. Subject to the right of the Association to control the finishes, types and colors of floor coverings, maintenance of the finished floor of the balcony shall be borne by the Unit Owner to which the balcony is appurtenant. Each balcony is a Limited Common Element appurtenant to the Unit which it abuts and is for the exclusive use of the Owner of the abutting Unit; provided, however, no Unit Owner shall paint or otherwise decorate or change the appearance of any exterior portion of the Condominium Property without ARB approval.

(c) Parking Facilities. Parking Spaces are graphically depicted and identified by number on the Plot Plan annexed hereto as Exhibit "B". Each Unit shall have as a Limited Common Element for the exclusive use of the Owner of the Unit to

which it is appurtenant, two Parking Spaces in a common garage designated by the Developer in the deed conveying such Unit to the first purchaser. Certain parking spaces will be constructed as handicap accessible pursuant to applicable Sarasota County regulations. The Association shall have the authority to assign these handicap spaces to any Owner who requires said accessibility. If the Association determines that an owner requires a handicap space and no handicap spaces are available, the Association shall have the authority to re-assign Parking Spaces. Parking Spaces located in the Master Association Common Areas not assigned to a specific Unit will be available for all Unit owners or guests and to members of the general public having business on the Properties. The exclusive use rights to a particular parking space may be exchanged between units, or transferred to another unit as follows: The unit owners desiring to exchange or transfer such exclusive use rights shall execute a certificate of exchange or transfer, which shall include the recording data of the Declaration, and shall be executed by the exchanging or transferring owners with the formalities required for execution of a deed. The exchange or transfer of use rights shall be complete and effective when the duly executed certificate is recorded in the Public Records of Sarasota County, Florida. The costs of preparing and recording the certificate shall be borne by the unit owners desiring to exchange or transfer the use rights. A copy of the recorded certificate shall be provided to the Association for its official records within 15 days of recordation.

(d) Entries and Stairs. Any entries, stairways, stairwells and railings which are attached to and which exclusively serve particular units are Limited Common Elements for the exclusive use of the units which they serve as shown on Exhibit "C". The maintenance, repair and replacement thereof shall be the responsibility of the Association and shall be a common expense.

(e) Wet Slips. All wet slips assigned by the Developer to a particular Unit are Limited Common Elements for the exclusive use of said Unit.

(f) Storage Closet. Each Unit shall be assigned a Storage Closet as a Limited Common Element.

(g) Others. Any part of the common elements that is connected to or exclusively serves a single unit, and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the unit owner shall be deemed a Limited Common Element, whether specifically described above or not.

9. ASSOCIATION:

The operation of the Condominium is by The Villas at Bellagio Harbor Village Condominium Association, Inc., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

9.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "D" as they may be amended from time to time.

9.2 By-Laws. The By-Laws of the Association shall be the By-Laws attached hereto as Exhibit "E" as they may be amended from time to time.

9.3 Delegation of Management. The Board of Directors may contract for the management and maintenance of the condominium property and authorize a licensed management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules, and maintenance, repair and replacement of the common elements with the funds made available by the Association for such purposes. The Association and its Directors and officers, however, shall retain at all times the powers and duties provided in the Condominium Act.

9.4 Membership. The membership of the Association shall be comprised of owners of the units, as further provided in the By-Laws.

9.5 Acts of the Association. Unless the approval or affirmative vote of the unit owners is specifically made necessary by some provision of the Condominium Act or these condominium documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the unit owners. The officers and Directors of the Association have a fiduciary relationship to the unit owners. A unit owner does not have the authority to act for the Association by reason of being a unit owner.

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the condominium documents. The Association may contract, sue, or be sued with respect to the exercise or nonexercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property and association property. The Association may impose fees for the use of common elements or association property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the lands of the Condominium for the use and enjoyment of the unit owners.

9.7 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

9.8 Purchase of Units. The Association has the power to purchase units in the Condominium and to hold, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

9.9 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in 9.8 above, the power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

9.10 Disposition of Property. Except as provided in Section 9.8 above, any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the unit owners. The Board of Directors, by the same vote requirement, is empowered to delegate any of its functions or convey any of its property to any governmental unit as may be required or deemed necessary from time to time.

9.11 Roster. The Association shall maintain a current roster of names and mailing addresses of unit owners. A copy of the roster shall be made available to any member upon request.

9.12 Member Approval of Certain Litigation. Notwithstanding any other provision of the condominium documents to the contrary, the Board of Directors shall be required to obtain the prior approval of at least three-fourths (3/4) of all voting interests prior to the payment of, or contracting for the payment of, legal or other fees or expenses to any person engaged by the Association in contemplation of a lawsuit or for the purposes of making, preparing or investigating any lawsuit, or commencing any lawsuit, other than for the following purposes:

- (a) the collection of assessments;
- (b) the collection of other charges which owners are obligated to pay pursuant to the condominium documents;
- (c) the enforcement of the use and occupancy restrictions contained in the condominium documents and rules of the Association;
- (d) the enforcement of any restrictions on the sale, lease and other transfer of units;



(e) in an emergency, when waiting to obtain the approval of the members creates a substantial risk of irreparable injury to the Association, its members or the condominium property, but, in such event, the aforesaid vote shall be taken with respect to the continuation of the action at the earliest practical date (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the voting interests); or

(f) filing a compulsory counterclaim.

This Section 9.12 shall not be amended without the approval of at least three-fourths (3/4) of all voting interests.

9.13 Indemnification. The Association covenants and agrees that it will indemnify and hold harmless Developer and the members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about condominium property, association property or the appurtenances thereto from and against all costs, legal fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions of indemnification are any expenses that Developer may be compelled to incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions and covenants contained in this Declaration to be kept and performed by the Association. However, nothing contained in this paragraph shall be deemed to prohibit the Association or a Unit Owner from bringing action for representatives of Developer pertaining to any existing or proposed commonly used facilities. Further, actions for damages or for injunctive relief, or both, may be brought by the Association or by a Unit Owner against Directors designated by the developer, for actions taken by them prior to the time control of the association is assumed by Unit Owners other than developer.

## 10. ASSESSMENTS AND LIENS:

The Association has the power to levy and collect assessments against each unit and unit owner in order to provide the necessary funds for proper operation and management of the condominium and for the operation of the Association. This power includes both "regular" assessments for each unit's share of the common expenses as set forth in the annual budget, and "special" assessments for unusual, non-recurring or unbudgeted common expenses. The Association may also levy special charges against any individual unit for any amounts, other than for common expenses, which are properly chargeable against such unit under this Declaration or the By-Laws. Assessments shall be levied and payment enforced as provided in Section 6 of the By-Laws, and as follows:

10.1 Common Expenses. Common expenses include all expenses of the operation, maintenance, repair, replacement or insurance of the common elements and association property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the units and for irrigation shall be a common expense. Assessments levied by the Master Association shall be a common expense. If the Association contracts for basic cable or satellite television programming service in bulk for the Units, the costs of such service shall be a common expense of the Unit Owners to the extent permitted by law.

10.2 Share of Common Expenses. The owner of each Unit shall be liable for a share of the common expenses equal to his share of ownership of the common elements and the common surplus, as set forth in Section 6.1 above.

10.3 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association; no unit owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his unit. No owner can withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein or by law.

10.4 Who is Liable for Assessments. The owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 20.3 below, whenever title to a condominium Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

10.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements or association property, by abandonment of the unit on which the assessments are made, or by interruption in the availability of the unit or the common elements for any reason whatsoever. No unit owner may be excused from payment of his share of the common expenses unless all unit owners are likewise proportionately excused from payment, except as otherwise provided in Section 20.3 below as to certain mortgagees, and in Section 10.12 below as to Developer. Nothing herein shall be construed to prevent the Association from compromising or settling a past due assessment claim for less than full payment, if the Board determines that such action is in the best interest of the Association.

10.6 Application of Payments; Failure to Pay Interest. Assessments and installments thereon paid on or before 10 days after the date due shall not bear interest, but all sums not so

paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the unit owner shall become liable for said assessments or installments on the date established in the By-Laws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, and attorneys' fees and costs, and finally to unpaid assessments, in such manner as is provided by law. No payment by check is deemed received until the check has cleared.

10.7 Acceleration. If any special assessment or installment of a regular assessment as to a unit becomes more than 30 days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's annual assessment and all special assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

10.8 Liens. The Association has a lien on each condominium parcel securing payment of past due assessments, including interest and attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Sarasota County, Florida, stating the description of the condominium parcel, the name of the record owner, the name and address of the Association, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments coming due prior to a final judgment or foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to any recorded first mortgage or mortgage of Developer unless the Association's Claim of Lien was recorded prior to the mortgage. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage was recorded, except as otherwise provided by law. Any lease of a unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

10.10 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid assessments without any lien rights.

10.11 Certificate As To Assessments. Within 15 days after receiving a written request by a unit owner, unit purchaser or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the unit owner with respect to the condominium parcel have been paid. Any person other than the owner who relies upon such certificate shall be protected thereby.

10.12 Statutory Assessment Guarantee; Liability of Developer for Common Expenses. Developer guarantees that from the date this Declaration is recorded in the Public Records of Sarasota County, Florida until December 31, 2006 or such earlier date as unit owners other than the Developer first elect a majority of the Directors of the Association (the "turnover date"), assessments against any Residential Units for common expenses will not exceed the sums indicated on the attached Exhibit "F". During this guarantee period, Developer and all units owned by Developer shall not be subject to assessment for common expenses. However, Developer shall be obligated to fund any deficit caused by the failure of assessments at the guaranteed level receivable from other unit owners to meet the common expenses incurred by the Association.

Notwithstanding the foregoing, if during the time Developer controls the Association, the Association has maintained all insurance coverage required by Section 718.111(11)(a), Florida Statutes, common expenses incurred during the guarantee period as a result of a natural disaster or an act of God occurring during the said guarantee period which are not covered by the proceeds from such insurance, may be assessed against all unit owners owning units on the date of such natural disaster or act of God, and their successors and assigns, including the Developer with respect to units owned by the Developer.

Only regular periodic assessments against the unit owners for common expenses as disclosed in the annual operating budget shall be used for payment of common expenses during the guarantee period. No funds which are receivable from unit owners and payable to the Association, including capital contributions or startup funds collected from the unit owners at closing on their purchase of the Unit may be used by the Developer for payment of common expenses.

10.13 Special Assessments. So long as Developer holds any unit for sale in the ordinary course of business, Developer shall be exempt from assessments of Developer as a unit owner for capital improvements unless Developer gives its approval in writing. Developer shall further be exempt from any action by the Association that would be detrimental to the sales of units by Developer unless Developer approves the action in writing. However, an increase in assessments

for common expenses without discrimination against Developer will not be deemed to be detrimental to the sales of units.

#### **11. MAINTENANCE: LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS:**

Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all common elements and association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

- (a) Electrical wiring up to the circuit breaker panel in each unit.
- (b) Water pipes, up to the individual unit cut-off valve inside each unit.
- (c) Cable television wiring up to the point where the wiring enters individual units.
- (d) Air conditioning condensation drain lines, up to the point of connection to an individual unit drain line.
- (e) Sewer lines, up to where the sewer lines enter individual units.
- (f) All installments located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.
- (g) The exterior surfaces of the main entrance doors to the units.
- (h) All exterior building walls, including painting, waterproofing and caulking.
- (i) Roofs.
- (j) Covered and un-covered parking spaces.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a unit and serving only that unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by

and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition made by a unit owner or his predecessor in title or for damage to paint, wallpaper, paneling, flooring or carpet which, of necessity, must be cut or removed to gain access to work areas located behind them.

11.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit and certain limited common elements. The owner's responsibilities include, without limitation:

- (a) Maintenance, repair and replacement of screens, windows and window glass.
- (b) The entrance door to the unit and its interior surface.
- (c) All other doors within or affording access to the unit.
- (d) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit or serving only the unit, except those that are expressly made the Association's responsibility elsewhere in this Section 11.
- (e) The circuit breaker panel located inside the unit, and all electrical wiring into the unit from the panel.
- (f) Appliances, water heaters, smoke alarms and vent fans.
- (g) All air conditioning and heating units, service lines, equipment, thermostats, ducts and installations serving the unit exclusively; provided, however, that if any repair or alteration is to be made on the common elements, the prior approval of the Board of Directors shall be required.
- (h) Carpeting and other floor coverings.
- (i) Door and window hardware and locks.
- (j) Shower pans.
- (k) The main water supply shut-off valve for the unit.
- (l) All interior, partition walls which do not form part of the boundary of the unit.

11.3 Other Unit Owner Responsibilities. The unit owner shall also have the following responsibilities:

(a) Balconies. Where a limited common element consists of a balcony, the unit owner who has the right to the exclusive use of said balcony shall be responsible for the day-to-day cleaning and care of the walls, floor and ceiling bounding the area, if any; any fixed and/or sliding glass doors in the entrance to said area and screens in the entrance to said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. No balcony may have floor coverings installed or be enclosed in any way without the prior approval of the Board of Directors. No carpeting of any kind may be installed or affixed to concrete surfaces exposed to the elements. The maintenance, repair, replacement and insurance of such approved floor coverings or enclosure shall be the responsibility of the unit owner. Maintenance, repair and replacement of all screening, including frames therefor and screen doors, if any, shall be the responsibility of the owner. The Association is responsible for the maintenance, repair and replacement of all exterior building walls and concrete slabs.

(b) Interior Decorating. Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

(c) Flooring. All units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens, bathrooms or laundry rooms. An owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet, hardwood, etc.) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Directors prior to making such installation. If prior approval is not obtained, the Board, in addition to exercising all the other remedies provided in this Declaration, may require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending unit owner. No carpeting of any kind may be installed or affixed to concrete surfaces exposed to the elements.

(d) Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be white or off-white in color and further subject to the rules and regulation of the Association.

(e) Modifications and Alterations. If a unit owner makes any modifications, installations or additions to his unit or the common elements, the unit owner and his successors in title shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the condominium property. The condominium buildings have been constructed using "post tension cable" techniques. Unauthorized work by a unit owner could affect the stability of the buildings. In the event of conflict, the provisions of this paragraph shall prevail over the provisions of Section 11.1 above.

(f) Use of Licensed and Insured Contractors. Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

(g) Duty to Report. Each unit owner shall promptly report to the Association or its agents any defect or need for repairs to the condominium property or association property, the remedying of which is the responsibility of the Association.

11.4 Alteration to Units, Limited Common Elements or Common Elements by Unit Owners. No owner shall make or permit the making of any material alterations or substantial additions to his or her Unit, its appurtenant limited common elements, or the common elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit are subject to regulation by the Board of Directors. No owner may alter the landscaping in any way without prior Board approval. If any unit owner requests approval of an alteration or modification involving the removal of any interior partition wall, the Association may permit such removal if the removal would not materially affect or interfere with the utility services constituting common elements, if any, located therein. The Board of Directors may revoke or rescind any approval of an alteration or



modification previously given, if it appears that the installation has had unanticipated adverse effects on the Condominium. The approval of the Board of Directors pursuant to this Section 11.4 shall be in addition to any approval required by the Architectural Review Board ("ARB").

11.5 Alterations and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the common elements and association property is the responsibility of the Association, and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements or any real property owned by the Association which costs more than \$7,500.00 in the aggregate in any calendar year without the prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or association property also constitutes a material alteration or substantial addition to the common elements or association property, no prior unit owner approval is required. The approval of the Board of Directors or the members pursuant to this Section 11.6 shall be in addition to any approval required by the ARB.

11.6 Enforcement of Maintenance. If, after reasonable notice, the owner of a unit fails to maintain the unit or its appurtenant limited common elements as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any other lawful actions to remedy such violations, including but not limited to, repairing, replacing, or maintaining any item which, in the business judgment of the Board of Directors, constitutes an unreasonable danger to the common elements or residents. Any expenses incurred by the Association in performing work within the unit as authorized by this Declaration shall be charged to the unit owner, together with reasonable attorneys' fees and other expenses of collection, if any.

11.7 Negligence: Damage Caused by Condition in Unit. Each owner shall be liable for the expenses of any maintenance, repair or replacement of the common elements, other units, association property, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents or tenants. Each unit owner has a duty to maintain his unit, any limited common element appurtenant to the unit (except those limited common elements required to be maintained by the Association, as provided in Section 11.1 above) and personal property therein in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements, association property or the property of other owners and residents. If any condition, defect or malfunction resulting from the owner's failure to perform this duty shall cause damage to other units, the common elements, association property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association

may, but is not obligated to, repair the damage with the prior consent of the owner. Nothing herein contained shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

11.8 Association's Access to Units. The Association has an irrevocable right of access to the units for the purposes of maintaining, repairing and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to the common elements or to one or more units. The Association's right of access includes, without limitation, entry for the purposes of pest control as well as the right, but not the duty, to enter under circumstances where the health and safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association may retain a pass-key to all units. If it does, no unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides a key to the Association. If the Association is not given a key, the unit owner shall pay all costs incurred by the Association in gaining entrance to the unit, as well as damage to his unit caused by gaining entrance thereto, and all damages resulting from delay in gaining entrance to his unit caused by the non-availability of a key.

11.9 Pest Control. The Association may supply pest control services for the inside of each unit, with the cost being a common expense. A unit owner has the option to decline service unless the Association determines that service is necessary for the protection of a building or the Condominium as a whole, in which case the owner must either permit the Association's pest control company to enter the unit, or must employ a licensed pest control company to perform the required pest control services and furnish written evidence to the Association that such treatment has occurred. Because the cost of pest control service provided by the Association is a common expense, the election of an owner not to use the service shall not reduce the owner's assessments.

11.10 Developer's Warranties. Notwithstanding anything contained in this Section 11 to the contrary, each unit owner acknowledges and agrees that Developer shall be irreparably harmed if a unit owner undertakes the repair or replacement of any defective portion of a unit, a building, the common elements or any other real or personal property comprising the condominium property during the time in which Developer is liable under any warranties in connection with the sale of any unit. Accordingly, each unit owner hereby agrees: (i) to promptly, upon such unit owner's knowledge of the existence of any such defective portion, provide written notice to Developer specifying each defective portion, upon the receipt of which Developer shall have 60 days ("Repair Period") to commence the repair or replacement of such defective portion and diligently pursue the completion thereof; and (ii) not to repair, replace or otherwise adjust any such defective portion during the Repair Period; provided, however, that if Developer fails to commence the repair or replacement of such portion within the Repair Period,

such unit owner may repair or replace same. If any unit owner fails to comply with the provisions of this Section, such unit owner will be deemed to have breached his obligation to mitigate damages, and such unit owner's conduct shall constitute an aggravation of damages.

11.11 Conformity with Master Association Documents. Notwithstanding anything in this Section 11 to the contrary, alterations, improvements, repairs and maintenance of the condominium property shall conform to the provisions of the Master Association Documents, except where the provisions herein are more restrictive.

11.12 Combining Units. Nothing in this Declaration shall be construed as prohibiting the Board of Directors from authorizing the removal of any party wall between two or more units to allow them to be used together as one unit. In that event, all assessments, voting rights and the share of common elements shall be calculated as the units were originally designated on the exhibits attached to the original Declaration, notwithstanding the fact that several units are used as one, to the intent and purpose that the owner of such combined units shall be treated as the owner of as many units as have been so combined. All work authorized by the Association pursuant to this provision must meet any applicable building codes.

## 12. USE RESTRICTIONS.

The use of the condominium property shall be in accordance with the following provisions:

12.1 Units. Each Unit shall be occupied by only one family and its guests at any time. Each Unit shall be used as a residence and for no other purpose. No Unit shall be permanently occupied by more than two (2) persons per bedroom, and no Unit shall be occupied overnight by more than two (2) persons per bedroom plus two (2) persons, such number to include all guests. No business, commercial activity or profession shall be conducted in or from any Unit. The use of a Unit as a "public lodging establishment" (as defined in Chapter 509, Florida Statutes) shall be deemed a business or commercial use. This restriction shall not be construed to prevent any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling personal, business or professional telephone calls or written correspondence in and from the Unit. Such uses are expressly declared customarily incident to residential use.

12.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purpose for which they are intended.

12.3 Physical Restrictions. Except as reserved to the Developer, no Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected thereby. Nothing shall be hung, displayed or placed on the exterior walls, doors, windows, balconies or patios of a

Unit or the Building without the prior written consent of the Board of Directors. No clothes line or similar devices shall be allowed on any patios or balconies of any Unit, or any other part of the Condominium Property, without the written consent of the Board of Directors.

12.4 Approval of Improvements by ARB. As set forth in the Master Restrictions, all buildings, structures, landscaping and improvements to be built on or in the Properties, including the Condominium, must be approved by the ARB. The Master Restrictions provide the procedure and method of obtaining said approval.

12.5 Minors. There is no restriction on the ages of occupants of Units. All occupants under 18 years of age shall be closely supervised at all times by an adult to insure that they do not become a source of annoyance to other residents.

12.6 Pets. The owner of each Unit may keep no more than two (2) commonly accepted household pets such as a dog or cat, not more than two (2) caged birds, and reasonable numbers of tropical fish, subject to reasonable regulation by the Association. Notwithstanding the foregoing, no pet shall be permitted to be kept on the Condominium property which is prohibited by the Master Association Documents. All pets must be carried or leashed at all times while outside of a unit. The owner is responsible for cleaning up after his pet. The ability to keep such pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Properties. No reptiles, amphibians, poultry or livestock may be kept at the Condominium. Pets shall not be left unattended on balconies.

12.7 Nuisances. No owner shall use his unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws and the condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

12.8 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned. No Unit shall be used in a manner or for a purpose which would require any alteration of the Common Elements in order for such use to be in compliance with any applicable laws or regulations.

12.9 Signs. No signs shall be displayed from a Unit or on Common Elements, except such signs as shall have advance written approval by the Association; provided, however, the foregoing shall not be construed to prohibit or otherwise limit or restrict "open house" signs in connection with the sale or lease of Units provided the Owner of such Unit, or his designated agent must be physically present at the Unit during all times the "open house" sign is posted. No "for sale" or "for lease" signs shall be permitted to be posted on the Condominium Property, including within the confines of an Owner's Unit, except in connection with an "open house". The Association shall have the right to remove from and either place in storage at the owner's expense, or dispose of, any signs placed on the Common Elements without the express prior written approval of the Association. All signs must be in compliance with the requirements of the Site Plan and any other applicable laws. However, nothing contained in this provision shall limit Developer in any way from placing any signs/advertisement in conjunction with the sale of Units owned by Developer.

12.10 Use of Balconies. Balconies shall not be obstructed, littered, defaced or misused in any manner. Balconies and common area walkways shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

12.11 Motor Vehicles; Parking. Parking at the Condominium is restricted to private automobiles and passenger-type "mini-vans", sport utility vehicles (SUV's), jeeps and pick-up trucks having a capacity of no more than 2 tons, and those vehicles permitted by the Master Association Documents. Abandoned or inoperable automobiles or oversized vehicles of any kind shall not be stored or parked on any portion of the condominium property. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided however, this shall not include operable vehicles left on the condominium property by owners while on vacation. No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers or house trailers shall be permitted to be parked or to be stored on the condominium property. For the purpose of this Section, "commercial vehicles" shall mean those which are not designed and used for customary personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The governing provisions of the Master Association Documents and determination of the Association's Board of Directors as to the commercial nature of a vehicle shall be binding. Nothing in this Section 12.12 shall prohibit the parking or storage of otherwise prohibited or restricted vehicles in an area within Bellagio Harbor Village designated and made available by the Master Association for said parking and storage, subject to all restrictions, rules and regulations imposed by the Board of Directors of the Master Association for such parking and storage. The prohibitions on parking contained above in this Section 12.12 shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services. No vehicle shall be parked anywhere but in garages or on paved areas intended for that purpose, or as

approved by the Association for construction purposes. Nothing herein shall restrict Developer or its designees from placing, parking or storing vehicles that are engaged in any activity relating to construction, maintenance, sale or marketing of any units in the Condominium. No Unit owner may store more than two vehicles at Bellagio Harbor Village without obtaining prior written approval from the Association and the Board of Directors of the Master Association.

12.12 Antennae, Aerial and Satellite Dishes. No outside television, radio or other electronic towers, aerials, antennae, satellite dishes or devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be placed upon any portion of a unit, the Condominium property or Association property, except as may be required in connection with the provision of cable television, master antenna system, or master satellite system servicing the Condominium, or that comply with the terms of the Master Association Documents, or as may be allowed by any law. No ham radios or radio transmission equipment shall be operated or permitted to be operated within the Condominium property or the Association property without the prior written consent of the Board of Directors and the ARB.

12.13 Hurricane Season. Each unit owner who plans to be absent from his unit during hurricane season must prepare his unit prior to his departure by removing any and all furniture, potted plants and other movable objects, if any, from his lanai and exterior entry area and by designating a responsible firm or individual satisfactory to the Association to care for his unit should the unit suffer hurricane damage. No hurricane shutters may be installed which do not comply with specifications adopted by the Board of Directors. Such specifications shall be consistent with any hurricane shutter specifications adopted by the ARB.

12.14 Rules and Regulations. Reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium Property.

12.15 Flags. Any Unit Owner may display one portable removable United States flag not larger than 42 inches by 6 feet, in a respectful way on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day. Any Unit Owner may also display in a respectful way, portable, removable flags, not larger than 42 inches by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corp, or Coast Guard, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans' Day regardless of any declaration rules or requirements dealing with flags.

12.16 Additional Restrictions. The Master Restrictions contain additional restrictions which are applicable to the condominium property and the unit owners. In the event of a conflict between the provisions of this Declaration and the provisions of the Master Restrictions,

the provisions of the Master Restrictions shall control; provided, however, that the Declaration and the other condominium documents may contain provisions which are more restrictive than those contained in the Master Restrictions, in which event the more restrictive provisions shall control.

### 13. LEASING OF UNITS.

In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by owners shall be restricted as provided in this Section. The ability of a Unit owner to lease his unit to others is a privilege, not a right. The privilege may be revoked by the Board of Directors if it is abused by the owner. All leases of Units must be in writing. No Unit may be leased for a period of less than thirty (30) days. A Unit owner may lease only his entire unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person.

#### 13.1 Procedures.

(a) Notice by the Unit Owner. An owner intending to lease his Unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease, together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his spouse, if any, as a precondition to approval.

(b) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(c) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

- (1) the Unit owner is delinquent in the payment of assessments at the time the application is considered;

(2) the Unit owner has a history of leasing his unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his unit;

(3) the real estate company or rental agent handling the leasing transaction on behalf of the Unit owner has a history of screening lessee applicants inadequately, recommending undesirable lessees or entering into leases without prior Association approval;

(4) the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

(5) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(6) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;

(7) the prospective lessee evidences a strong possibility of financial irresponsibility;

(8) the prospective lessee, during previous occupancy in this Condominium or elsewhere, has evidenced an attitude of disregard for the Association rules;

(9) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit are not paid; or

(10) the Unit owner fails to give proper notice of his intention to lease his unit to the Board of Directors.

(d) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board, at its election, may approve or disapprove the lease. Any residential lease entered into without approval, at the option of the Board, may be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days' notice, without securing consent to such eviction from the unit owner.



(e) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying condominium assessments may not be delegated to the lessee.

(f) Committee Approval. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) members.

13.2 Exceptions for Mortgagees. The provisions of Section 13.1 shall not apply to leases entered into by institutional mortgagees, other than the developer, who acquire title through the mortgage whether by foreclosure or by a deed In lieu of foreclosure.

13.3 Term of Lease and Frequency of Leasing. No Unit may be for a period of less than thirty (30) days. The Board, at its discretion, may approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed without Board approval.

13.4 Occupancy During Lease Term. No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and his spouse and temporary house guests may occupy the Unit.

13.5 Occupancy in Absence of Lessee. If a lessee absents himself from the Unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests subject to all the restrictions in Sections 12 and 13.4 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit.

13.6 Regulation by Association. All of the provisions of the condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the condominium documents designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether or not specifically expressed in such agreement.

13.7 Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a Unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law (currently \$100.00 per applicant with husband and wife or parent and child considered one applicant). No fee may be charged for approval of a renewal or extension of a lease with the

same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

13.8 Applicability of Master Restrictions. All leases of units shall be specifically subject to the Master Association Documents and any failure of the lessee to comply with the Master Association Documents shall be deemed a default under the lease.

14. TRANSFER OF OWNERSHIP OF UNITS: In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Unit shall be subject to the following provisions:

14.1 Forms of Ownership:

(a) One Person. A Unit may be owned by one (1) natural person who has qualified and been approved as elsewhere provided herein.

(b) Two or More Persons. Co-ownership of a Unit by two (2) or more persons is permitted. However, the intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances where Units may be used as short-term transient accommodations for multiple families. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one (1) approved natural person as "primary occupant". The use of the Unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period except in the case of the death or incapacity of the primary occupant.

(c) Ownership by Corporations, Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, or corporation, partnership or other entity as a Unit owner shall be conditioned upon designation by the owner of one (1) natural person to be the "primary occupant". The use of the Unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14.

No more than one such change will be approved in any twelve (12) month period except in the case of the death or incapacity of the primary occupant.

(d) Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In such event, the life tenant shall be the only Association member from such Unit, and occupancy of the Unit shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the Unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

#### 14.2 Transfers.

(a) Sale or Gift. No Unit owner may dispose of a Unit or any interest in a Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

(b) Devise or Inheritance. If any Unit owner acquires his title by devise or inheritance, his right to occupy or use the Unit shall be subject to the approval of the Board of Directors under Section 14.3(A)(2) below. The approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the owner by blood or adoption within the first degree.

(c) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, the person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined in Section 14.3 below.

(d) Committee Approval. To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) members. The Chairman of the committee shall be deemed a Vice-President, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

### 14.3. Procedures.

#### (a) Notice to Association.

- (1) Sale or Gift. An owner intending to make a sale or gift of his Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.
- (2) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the Unit following the procedures in this Section or Section 13.
- (3) Demand. With the notice required in Subsection (a)(1) above, the owner or transferee seeking approval may make a written demand that if the transfer is disapproved, the Association shall furnish an approved alternate purchaser who shall purchase the Unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below.
- (4) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any owner fails to obtain the Association's approval prior to selling an interest in a Unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

(b) Board Action. Within 20 days after receipt of the required notice and all information or interviews requested, or not later than 60 days after the notice required by paragraph (a) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be

stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(c) Disapproval. The Association's approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves, then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the owner (hereinafter the seller) the name of an approved purchaser who will purchase the Unit at the same price, and upon substantially the same terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two (2) state certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in the cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing. Real property taxes and condominium assessments shall be prorated to the day of closing and the parties shall bear their own attorney's fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages. If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchase shall be deemed to be approved, despite the Association's former disapproval, and upon demand a Certificate of Approval shall be issued.

14.4 Exception. The provisions of Section 14.1, 14.2 and 14.3 above are not applicable to unit sales by Developer, nor to the acquisition of title to a Unit by an institutional mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure, nor to the subsequent sale of the Unit by the institutional mortgagee.

14.5 Unapproved Transfers. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board.

14.6 Fees Related to the Sale of Units. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Unit, the Association may charge the owner

a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law (currently \$100.00 per applicant, with husband and wife or parent and child considered one applicant).

**15. INSURANCE.** In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

15.1 By the Unit Owner. Each unit owner is responsible for insuring his own unit and the personal property therein, including all appliances, air conditioning or heating equipment, water heaters, built-in cabinets, floor, wall and ceiling coverings and electrical fixtures that are located within the unit and are required to be repaired or replaced by the owner, and all alterations, additions and improvements made to the unit or the common elements by the owner or his predecessors in title. Each unit owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he bears financial responsibility for any damage or liability to other owners that would otherwise be covered by such insurance.

15.2 Association Insurance; Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under the condominium documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The names of the insured shall be the Association and the unit owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

15.3 Required Coverage. The Association shall maintain adequate insurance covering all of the buildings and the common elements as well as all association property, in amounts determined annually by the Board of Directors, such insurance to afford the following protection:

- (a) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.
- (b) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner.
- (c) Statutory Fidelity Bond.

15.4 Optional Coverage. The Association may purchase and carry other insurance coverage as the Board of Directors may determine to be in the best interest of the Association and unit owners. Some of the more common options include:

- (a) Flood insurance.
- (b) Broad Form Comprehensive General Liability Endorsement.
- (c) Directors' and Officers' Liability.
- (d) Medical Payments.
- (e) Leakage, seepage and wind-driven rain.
- (f) Worker's Compensation.

15.5 Description of Coverage. A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by unit owners or their authorized representatives upon request.

15.6 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the unit owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

15.7 Insurance Proceeds. All insurance policies purchased solely by the Association shall be for the benefit of the Association, the unit owners and their mortgagees as their interests may appear and all proceeds shall be payable only to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold the same in trust and disburse them for the purposes stated herein and for the benefit of the unit owners and their respective mortgagees in the following shares:

- (a) Common Elements. Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as his share in the common elements.
- (b) Units. Proceeds on account of damage within the units shall be held in undivided shares based on the prorated amount of damage within each damaged unit as a percentage of the total damage within all units.
- (c) Mortgagee. If a mortgagee endorsement has been issued as to a unit, the share of the mortgagee and the unit owner shall be as their interests appear. No mortgagee has the right to require application of insurance proceeds to any mortgage or mortgages which it may hold against a unit or units, unless insurance proceeds on

account of damage to the unit are not used for repairs, or the proceeds exceed the actual cost of repairs or reconstruction. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be repaired or reconstructed after casualty.

- (d) Deductible. The policies may provide for reasonable deductibles. In the case of property insurance, the deductible shall be paid by the party who would be liable for the loss or would be required to pay for the repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in relation to the amount each party's loss bears to the total.

The foregoing notwithstanding, insurance proceeds on account of NFIP flood insurance policies (if any) covering specific units which was purchased by the Association or various unit owners shall be used only for the purpose of repairing or replacing the unit to which the respective policy applies and that unit's appurtenant share of the common elements, and no other unit owner or unit may benefit from said proceeds. If the Condominium is not to be restored or rebuilt, the proceeds shall accrue to the benefit of the respective unit owner and his mortgagees, if any.

15.8 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the unit owners in the following manner:

- (a) Costs of Protecting and Preserving the Property. If a person other than the person responsible for repair and reconstruction has properly advanced funds to preserve and protect the property against further damage or destruction, the funds so advanced shall first be repaid, with interest if required.
- (b) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs as provided in Section 15.7(a) and (b) above. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being paid jointly to them.
- (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the proceeds on account of that damage shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.



15.9 Association as Agent. The Association is hereby irrevocably appointed as agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the condominium property.

16. **RECONSTRUCTION OR REPAIR AFTER CASUALTY**: If any part of the condominium property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

16.1 Damage to Units. Where loss or damage occurs within one or more units, any Association insurance proceeds on account of the loss or damage shall be distributed to the owner(s) of the damaged unit(s) in shares as provided in Section 15.7 above. The owner(s) of the damaged unit(s) shall be responsible for reconstruction and repair and shall bear the burden of the deductible in the same shares as they received the benefits of the Association's coverage.

16.2 Damage to Common Elements – Less than “Very Substantial”. Where loss or damage occurs to the common elements, but the loss is less than “very substantial”, as hereinafter defined, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss and the following procedures shall apply:

- (a) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.
- (b) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common elements, the Association, upon determination of the deficiency, shall promptly levy a special assessment for the deficiency against all unit owners in proportion to their shares in the common elements. Notwithstanding any other provisions of the condominium documents to the contrary, such special assessments need not be approved by the unit owners. The special assessment shall be added to the funds available for repair or restoration of the property.

16.3 “Very Substantial” Damage. As used in this Declaration, the term “very substantial” damage shall mean loss or damage caused by a common occurrence whereby at least three-fourths (3/4) or more of the total units cannot reasonably be rendered tenantable within sixty (60) days. Should such “very substantial” damage occur, then:

- (a) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may appear to be reasonably necessary under emergency conditions, as further provided in Section 12.5 of the By-Laws. This authority includes actions to protect life and property,

to evacuate or shore up structures and salvage property, to engage security to protect against looting or other criminal acts, and to alter the condominium property or association property as might be reasonable under the circumstances to protect the condominium property or association property from further damage or deterioration. This authority includes the authority to expend any and all available association funds, including reserves.

- (b) The Board of Directors shall endeavor to obtain comprehensive, detailed estimates of the cost of repair and restoration.
- (c) A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership on reconstruction or termination of the Condominium, subject to the following:
  - (1) If the insurance proceeds and reserves available for restoration and repair are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished with a special assessment not exceeding 15% of the total annual budget for the year in which the casualty occurred, then the Condominium shall be restored and repaired unless two-thirds (2/3) of the total voting interests shall vote for termination, in which case the Condominium shall be terminated.
  - (2) If upon the advice of legal counsel, it appears unlikely that the applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of units; or if the insurance proceeds, reserves and other association funds available for restoration and repair are not sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can only be accomplished by levying special assessments exceeding 15% of the total annual budget for the year in which the casualty occurred, unless two-thirds (2/3) of the total voting interests vote in favor of such special assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If the requisite number of unit owners approve reconstruction, the Board of Directors shall levy the necessary assessments and shall proceed to negotiate and contract for repairs and restoration. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

- (d) If any dispute shall arise as to whether "very substantial" damage has occurred or as to the amount of special assessments required, a determination by at least two-thirds (2/3) of the Directors shall be conclusive and shall be binding upon all unit owners.

16.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration come first from the insurance proceeds. If there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the owners, except as otherwise provided in Section 15.7(c) above.

16.5 Equitable Relief. If damage to the common elements renders any unit untenable and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the owner of the untenable unit may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within six (6) months after the occurrence of the damage or destruction and is completed within nine (9) months thereafter.

16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors, by the owners of at least two-thirds (2/3) of the units, and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any unit without the consent of the affected unit owner and his institutional mortgagee, if any.

## 17. CONDEMNATION:

17.1 Deposit of Awards with Association. The taking of all or any part of the condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.

17.2 Determination Whether to Continue Condominium. Whether the condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after casualty.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be association property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty.

17.4 Association as Agent. To the extent permitted by law, the Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

17.5 Units Reduced But Tenantable. If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

- (a) Restoration of Unit. The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit.
- (b) Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagee(s).
- (c) Adjustment of Shares of Common Elements. If the floor area of a unit is reduced by the taking, the number representing the share in the common elements appurtenant to the unit shall be reduced in the proportion by which the floor area of the unit is reduced by the taking, and then the shares of all unit owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking. Such amendment must be approved by a majority of all unit owners if it is not ordered by a governmental entity, and the consent of mortgagees is not required for such amendment.

17.6 Unit Made Untenantable. If the taking is of an entire unit or reduces the size of a unit so that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

- (a) Payment of Award. The award shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly so the owner and mortgagee(s).
- (b) Addition to Common Elements. If possible and practical, the remaining portions of the unit shall become a part of the common elements, and shall be placed in condition for use by some or all unit owners in the manner approved by the Board of Directors.
- (c) Adjustment of Shares in Common Elements. The shares of the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment. Such amendment must be approved by a majority of all unit owners if it is not ordered by a governmental entity, and the consent of mortgagees is not required for such amendment.
- (d) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned unit to the unit owner and to condition the remaining portion of the unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by special assessment against all unit owners who will continue as owners of units after the changes in the Condominium resulting from the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes resulting from the taking.
- (e) Arbitration. If the fair market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following: the unit owner, the first mortgagee, if any, and the Association shall each appoint one state-certified real property appraiser, who shall appraise the unit and determine the fair market value by computing the arithmetic average of their appraisals of the unit. A judgment of specific performance upon the fair market value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisal shall be paid by the party selecting the appraiser.

17.7 Taking of Common Elements. Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in

the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

17.8 Amendment of Declaration. Any changes in units and in the common elements, in the ownership of the common elements, and in the sharing of common expenses that are necessitated by condemnation shall be accomplished by amending this Declaration. Such amendment must be approved by a majority of all unit owners if it is not ordered by a governmental entity, and the consent of mortgagees is not required for such amendment.

18. TERMINATION. The Condominium may be terminated in the following manner:

18.1 Agreement. The Condominium may be terminated at any time by written agreement of the owners of at least three-fourths (3/4) of the units in the Condominium, and the Primary Institutional Mortgagee(s).

18.2 Very Substantial Damage. If the Condominium suffers "very substantial damage" to the extent defined in Section 16.3 above, and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated without agreement.

18.3 Certificate of Termination. The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice-President with the formalities of a deed, and certifying as to the facts affecting the termination. The certificate shall also include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, who is designated by the Association to act as termination trustee, and shall be signed by the trustee including willingness so serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records of Sarasota County, Florida. The recording of that Certificate of Termination automatically divests the Association and all unit owners of legal title, and vests legal title in the termination trustee named in the Certificate of Termination, to all real and personal property which was formerly the condominium property or association property, without need for further conveyance. Beneficial title to the former condominium and association property is owned by the former unit owners as tenants in common, in the same undivided share as each owner previously owned in the common elements. Upon termination, each lien encumbering a condominium parcel is automatically transferred so the equitable share in the condominium property attributable to the unit encumbered by the lien, with the same priority.

18.4 Wind-up of Association Affairs. The termination of the Condominium, by itself, does not terminate the Association. The former unit owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and

the officers of the Association shall continue so have the powers granted in the Declaration, and in the Articles of Incorporation and By-Laws, for the purpose of winding up the affairs of the Association in accordance with this Section.

18.5 Trustee's Powers and Duties. The termination trustee shall hold title to the property for the benefit of the former unit owners and their successors, assigns, heirs, devisees, mortgagees and other lien holders, as their interests shall appear. If the former unit owners approve a sale of the property as provided in this Section, the termination trustee shall have the power and authority so convey title to the real property, and so distribute the proceeds in accordance with the provisions of this Section. The termination trustee shall be entitled to charge a reasonable fee for acting in such capacity, and such fee and all costs and expenses incurred by the termination trustee in the performance of its duties shall be paid by the Association or taken from the proceeds of the sale of the former condominium and association property, and shall constitute a lien on the property superior to any other lien. The trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as termination trustee unless such liabilities are the result of gross negligence or malfeasance. The termination trustee may rely upon the written instructions and information provided by officers, Directors or agents of the Association, and shall not be required to inquire beyond such information and instructions.

18.6 Partition; Sale. Following termination, the former condominium property and association property may be partitioned and sold upon the application of any unit owner. If following a termination, at least 75% of the voting interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the termination trustee, and the trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto. If the unit owners have not authorized a sale of the former condominium and association property within one year after the recording of the Certificate of Termination, the trustee may proceed to sell the property without agreement by the former unit owners. The proceeds of the sale of any of the property or assets of the Association shall be distributed by the termination trustee to the beneficial owners thereof, as their interests shall appear.

18.7 New Condominium. The termination of the Condominium does not bar creation of another condominium affecting all or any portion of the same property.

18.8 Provisions Survive Termination. The provisions of this Section 18 are covenants running with the land and shall survive the termination of the Condominium until all matters covered by these provisions have been completed. The Board of Directors shall continue to function in accordance with the By-Laws and Articles of Incorporation, and shall have all power to levy assessments necessary to pay the costs and expenses of maintaining the property until sold. The costs of termination, the fees and expenses of the termination trustee, as well as post-termination costs of maintaining the former condominium property, each are common expenses,

the payment of which shall be secured by a lien on the beneficial interest owned by former unit owners, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

18.9 Termination Incident so Merger of Condominium. The provisions of this Section 18 shall not apply to the termination of the Condominium incident to a merger of the Condominium with one or more other condominiums under Section 24 of this Declaration.

19. OBLIGATIONS OF OWNERS:

19.1 Duty to Comply: Right to Sue. Each unit owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the condominium documents and the rules and regulations. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a unit owner against:

- (a) The Association;
- (b) A unit owner;
- (c) Anyone who occupies a unit; or
- (d) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

19.2 Waiver of Rights. The failure of the Association or any member to enforce any right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a unit owner if the waiver would adversely affect the rights of the owner or defeat the purpose of the provision, except that unit owners or Directors may waive notice of specific meetings as provided in the By-Laws. Any written instrument or instruction given by a purchaser or unit owner to an escrow agent may be relied upon by the escrow agent, whether or not such instruction and the payment of funds thereunder might otherwise constitute a waiver of any provision of the Condominium Act.

19.3 Attorneys' Fees. In any legal proceeding arising out of an alleged failure of tenant, unit owner or the Association to comply with the requirements of the Condominium Act, or the condominium documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys' fees as may be awarded by the court including at appellate levels.



19.4 No Election of Remedies. All rights, remedies and privileges granted to the Association or unit owners under any terms, provisions, covenants or conditions of the condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other additional rights, remedies, or privileges as may be granted by the condominium documents, or at law or in equity.

## 20. RIGHTS OF MORTGAGEES:

20.1 Approvals. Written consent of the institutional mortgagee of a Residential Unit shall be required for any amendment to the Declaration which would decrease the percentage interests of the unit in the ownership of the common elements, except as otherwise provided in Sections 17.5(c), 17.6(c) and 17.8 above.

20.2 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of, any unit or any part of the common elements, the record holder of any first mortgage on an affected unit shall be entitled to notice.

20.3 Mortgage Foreclosure. To the extent permitted by law, a mortgagee of a first mortgage of record who acquires title to a condominium parcel by foreclosure of the mortgage, or by a deed given in lieu of foreclosure, shall not be liable for the share of common expenses or assessments attributable to the condominium parcel, or chargeable to the former owner of the parcel, which came due prior to the mortgagee's acquisition of title, unless the payment of the past due amounts was secured by a claim of lien recorded by the Association prior to the recording of the first mortgage. It is acknowledged that as of the date of recording this Declaration, the Condominium Act provides that a first mortgagee who acquires title to a unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed, however, the mortgagee's liability is limited to a period not exceeding six (6) months or one percent (1%) of the original mortgage debt, whichever amount is less. In the event the Condominium Act is amended to reduce the liability of a first mortgagee who acquires title to a unit by foreclosure or deed in lieu of foreclosure, the first mortgagee shall receive the benefit of such reduced liability. Any unpaid share of common expenses not due from the first mortgagee becomes a common expense collectible from all unit owners, including the mortgagee and its successors and assigns. No owner or acquirer of title to a condominium parcel by foreclosure, or by a deed in lieu of foreclosure, whether or not the parcel is occupied, may be excused from the payment of any assessments coming due during the period of such ownership.

20.4 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any unit, the Association, on behalf of one or more unit owners and with the permission of the

mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the unit at the foreclosure sale. A mortgagee shall have an unrestricted, absolute right to accept title to the unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the unit at the foreclosure sale.

20.5 Right to Inspect Books. The Association shall make available to institutional mortgagees, upon written request, current copies of the condominium documents and the books, records and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the mortgagee requesting them.

20.6 Financial Report. Any institutional mortgagee is entitled, upon written request, to a copy of the most recent financial report of the Association.

20.7 Lenders' Notices. Upon written request to the Association, any institutional mortgagee shall be entitled to timely written notice of:

- (a) Any delinquency of 60 days or longer in the payment of assessments or charges owed by the owner of any unit on which it holds a mortgage.
- (b) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (c) Any proposed action that requires the consent of a specified percentage of mortgage holders.

20.8 Right to Cover Cost. Any institutional mortgagee shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay any of the assessments which are in default and which may or have become a charge against any unit. Further, any institutional mortgagee shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred. Any institutional mortgagee paying insurance premiums on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, legal fees.

21. **DEVELOPER'S RIGHTS AND DUTIES:** Notwithstanding the other provisions of this Declaration, as long as Developer, or any successor in interest to Developer, holds any units in the Condominium for sale in the ordinary course of business, the following shall apply:

21.1 Developer's Use. Until Developer has completed all of the contemplated improvements and has sold all of the units in the Condominium, neither the unit owners nor the Association, nor their use of the condominium property shall unreasonably interfere with the completion of the contemplated improvements or the sale of units. Developer may make any use of the unsold units and the common elements and association property as may reasonably be expected to facilitate completion of contemplated improvements and sales of units, including, but not limited to, maintaining sales or other offices and/or model units, displaying signs, leasing units (with approval of the Association as provided in Section 13 hereof), and showing units to prospective purchasers.

21.2 Alignment. All or any of the rights, privileges, powers and immunities granted or reserved to Developer in the condominium documents may be assigned by Developer or any successor developer, without the consent of any other unit owner or any holder of a mortgage secured by any unit. In the event of the foreclosure of any mortgage owned by Developer, or deed in lieu of such foreclosure, the person first acquiring title to such interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges and immunities of Developer.

21.3 Amendments by Developer. Developer has the unilateral right under the Condominium Act to amend this Declaration and any of its exhibits for certain specific purposes. Such amendments may be made and executed solely by Developer and recorded in the Public Records of Sarasota County, Florida, and without any requirement for securing the consent of any unit owner, the Association, or the owner and holder of any lien encumbering a condominium parcel.

21.4 Sales of Units. Developer shall have the right to sell or transfer ownership of any unit owned by it to any person or entity, on such terms and conditions as Developer deems in its own best interest.

21.5 Transfer of Association Control. As further provided in Section 3.20 of the By-Laws, when unit owners other than Developer elect a majority of the Directors, Developer relinquishes control of the Association, and the unit owners simultaneously assume control. At that time, Developer shall deliver to the Association all property of the unit owners, and of the Association, held or controlled by Developer that Developer is required to turn over to the Association under Florida law. Developer may turn over control of the Association to unit owners other than Developer prior to the statutory dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of unit owners other than Developer to elect Directors and assume control of the Association. Provided that at least sixty (60) days notice of Developer's decision to cause its appointees to resign is given to unit owners, neither Developer, nor such appointees, shall be liable in any manner in connection with the resignations, even if unit owners other than Developer refuse or fail to assume control of the Association.

21.6 Developer's Rights. As long as Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by Developer:

- (a) Any amendment of the condominium documents which would adversely affect Developer's rights.
- (b) Any assessment of Developer as a unit owner for capital improvements.
- (c) Any action by the Association that would be detrimental to the sales of units by Developer. However, an increase in assessments for common expenses shall not be deemed to be detrimental to the sales of units.

21.7 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium safer than it otherwise might be. Developer shall not in any way or manner be held liable or responsible for any violation of this declaration by any person other than Developer. Additionally, neither Developer, the Master Association, nor the Condominium Association makes any representations whatsoever as to the security of the premises or the effectiveness of any monitoring system or security service. All Unit Owners agree to hold Developer, the Master Association and the Condominium harmless from any loss or claim arising from the occurrence of any crime or other act. Neither the Condominium Association, the Master Association, Developer, nor any Successor Developer shall in any way be considered insurers or guarantors of security within the Condominium. Neither the Condominium Association, the Master Association, Developer, nor any Successor Developer shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken, if any. All Unit Owners and occupants of any unit, and tenants, guests and invitees of Unit Owners, acknowledge that the Condominium Association and its Board, the Master Association and its Board of Directors, Developer, or any Successor Developer do not represent or warrant that any fire protection system, burglar alarm system or other security system, if any, designated by or installed according to the guidelines established by Developer, the Master Association, the ARB or the Association may not be compromised or circumvented, or that any fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Unit Owner and occupant of any unit and each tenant, guest and invitee of Unit Owner, acknowledges and understands that the Condominium Association, its Board, the Master Association and its Board of Directors, the ARB, Developer, or any Successor Developer are not insurers and that each unit owner and occupant of any unit and each tenant, guest, and invitee of the Unit Owner assumes all risks for loss or damage to persons, to units and to the contents of units and further acknowledges that the Condominium Association, its Board, the Master Association and its Board of Directors. The ARB, Declarant and any Successor Declarant, Developer, or any Successor Developer have made no representations or warranties, nor has any Unit Owner or occupant of any unit, or any tenant, guest or invitee of a Unit Owner relied upon any

representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed, if any, or any security measures undertaken within the Condominium, if any.

22. **AMENDMENT OF DECLARATION.** Except as otherwise provided elsewhere above as to amendments made by Developer, all amendments to this Declaration shall be proposed and adopted in the following manner:

22.1 **Proposal.** Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by the owners of as least one-fourth (1/4) of the units.

22.2 **Procedures.** Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which property notice can be given.

22.3 **Vote Required.** Except as otherwise provided by law, or by specific provision of the condominium documents, or except where a greater percentage vote is required by this Declaration for a certain action (in which case such greater percentage shall also be required to effectuate an amendment) (e.g., Section 9.12 herein), this Declaration may be amended by concurrence of at least two-thirds (2/3) of those voting interests who are present, in person or by proxy, and voting at any annual or special meeting called for the purpose. Further, no amendment which adversely affects a specific unit or units, shall be effective unless approved by the Owner of the unit or units so affected. The foregoing notwithstanding, prior to assumption of control of the Association by unit owners other than Developer, this Declaration may be amended by vote of a majority of the Directors.

22.4 **Certificate; Recording.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

22.5 **Proviso.** An amendment to this Declaration may change the configuration or size of any unit in a material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the unit owner shares the common expenses of the condominium and owns the common surplus of the condominium, only if the record owner of the unit, his institutional mortgagee, if any, and the owners of at least a majority of the total voting interests of the condominium, consent to the amendment, unless same is required by a

governmental entity. This proviso does not apply to changes in ownership shares necessitated by condemnation or a taking by eminent domain under Section I 7 above.

22.6 Rights of Developer; Institutional Mortgagees. No amendment shall be passed which shall materially impair or prejudice the rights, interests or priorities of Developer, the Association or any institutional mortgagee under this Declaration and the other condominium documents without the specific written approval of Developer, the Association and any institutional mortgagees materially affected thereby. The consent of such institutional mortgagees may not be unreasonably withheld.

22.7. Southwest Florida Water Management District. Anything herein to the contrary notwithstanding, the following provisions are applicable to the Land, and the surface water management system facilities are subject to the jurisdiction of the Southwest Florida Water Management System (the "District"):

- a. The surface water management system facilities shall include, but are not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.
- b. The surface water management system facilities are located on land that is designated common property on the plat, or are located on land that is owned by the Association, or are located on land that is subject to an easement in favor of the Association and its successors.
- c. No construction activities may be conducted relative to any portion of the surface water management facilities without specific written approval from the District.
- d. The Association shall be responsible for operation and maintenance of the surface water management system facilities.
- e. The method of assessing funds and collecting the assessed funds by the Association for operation, maintenance and replacement of the surface water management system facilities shall be the same as provided herein for all other assessment of funds and collecting the assessed funds.
- f. The District has the right to take enforcement measures to compel correction of any outstanding problems with the surface water management system facilities.
- g. Any amendment of the Declaration of Condominium affecting the surface water management system facilities shall have the prior written approval of the District.
- h. If the Association ceases to exist, all of the Unit Owners shall be joint and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as set forth in the Articles of Incorporation for the Association.

22.8 Amendments Required by Secondary Mortgage Market Institutions. Notwithstanding anything contained herein to the contrary, Developer, without the consent of the unit owners, may file any amendment which may be required by an institutional mortgagee for the purpose of satisfying its Planned Unit Development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, that any such Developer-filed amendment must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

23. **MASTER ASSOCIATION.** By taking title to a unit in the Condominium, each unit owner becomes subject to the terms and conditions of the Master Restrictions as may be amended from time to time.

23.1 Membership in the Master Association. Each unit owner shall be a member in the Master Association, which membership shall carry such rights and obligations, and be exercised in such manner, as is more fully set forth in the Master Association Documents. The membership cannot be sold, conveyed or assigned separately from the unit.

23.2 Voting in the Master Association. As provided in Section 23.1 above, all unit owners in this Condominium are automatically members of the Master Association. Notwithstanding such membership, only authorized representatives of the members shall be entitled to vote on behalf of the members of the Master Association. At Master Association meetings, the votes shall be cast as provided in the Master Association Documents.

24. **MERGER.** The Condominium may be merged with one or more condominiums upon the affirmative vote of the owners of as least a majority of the units in the condominium, and the approval of all record owners of liens on units in the condominium, and upon compliance with all other governing provisions of the Condominium Act. Notwithstanding the foregoing, for so long as Developer has at least one unit in the condominium, the Developer must consent in writing to the merger.

25. **CONSTRUCTION OF BOAT DOCKS.** Developer has filed an application (the "Application") with Sarasota County and appropriate government agencies. If the Application is granted, Developer will construct boat docks, also known as "wet slips" within condominium property as generally depicted on Exhibit "B" attached hereto. The exact number of boat docks has yet to be determined. The materials and method of constructing the boat docks is subject to approval, and will otherwise be in the sole discretion of Developer. Developer will pay the full cost to construct the boat docks. The boat docks can only be constructed if all necessary permits are granted. Therefore, Developer shall have no liability to the Unit Owners or the Association if the boat docks cannot be constructed because state and local governments refuse to approve the Application.

If the boat docks are constructed, the exclusive use of each boat dock will be assigned to a Unit by the Developer for a fee. The right to use the boat dock assigned to the Unit will be automatically transferred with the conveyance of the Unit. The right to use the boat dock may be assigned by the Unit Owner to another Unit Owner in the condominium. The right to use the dock may not be assigned to any person or entity that is not a Unit Owner.

If the boat docks are constructed, the cost of operating and maintaining the boat docks and adjacent waterways, including electrical and water service to the boat docks, will be a common expense of the Association. The boat docks and boat docking areas will be used only by Unit Owners to which the boat docks are assigned and their tenants, guests and invitees. Boat docks may not be leased or otherwise used by third parties who are not Unit Owners, tenants, guests or invitees. Boats docked at the docking facilities may not be used as residences, and overnight occupancy will not be permitted. Use and maintenance of the boat docking facilities will be subject to the rules and regulations adopted by the Association from time to time which are not inconsistent with the provisions of this Section. The Association shall charge each Unit Owner that has been assigned a boat dock an annual fee for the use of said boat dock. The annual fee shall be determined by the Board of Directors in an amount sufficient to cover the costs associated with the operation of the boat docks and reserves for repair and replacement of the boat docks. All boat dock owners will be required to contribute towards the costs of the maintaining the waterway as outlined in the Master Declaration. Failure to pay any fees charged by the Association will result in a forfeiture of the right to use the boat dock. There will be no fueling facilities at the boat docks. There will be no fish cleaning debris or other activities which may produce pollution at the boat docks.

## 26. MISCELLANEOUS.

26.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any recorded exhibit to this Declaration, shall not affect the remaining portions thereof.

26.2 Applicable Statutes. The validity, application and construction of this Declaration and its recorded exhibits shall be governed by the laws of Florida, particularly the Condominium Act, as it exists on the date of recording this Declaration in the Public Records of Sarasota County, Florida.

26.3 Conflicts. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation or By-Laws, the Declaration shall control.



26.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the board is not unreasonable shall conclusively establish the validity of such interpretation.

26.5 Exhibits. There is hereby incorporated within this Declaration any materials contained in the exhibits hereto which, under the Condominium Act, are required to be part of the Declaration.

26.6 Singular, Plural and Gender. Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

26.7 Headings. The headings used in the condominium documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

26.8 Rule Against Perpetuities. In the event any court should hereafter determine any provisions as originally drafted herein in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and corporate seals to be hereunto affixed this 18 day of October, 2006.

Signed, sealed and delivered  
in the presence of:

Judy A. Pittenger  
Print Name: JUDY A. PITTENGER

Michele A. Barrios  
Print Name: Michele A. Barrios

DTM Development, Inc.,  
a Florida corporation

By: Leonard P. Naddolski  
Leonard P. Naddolski, President

(Corporate Seal)

MICHIGAN  
STATE OF ~~FLORIDA~~  
COUNTY OF ~~SARASOTA~~ Shiawassee

*Acting in Livingston Co.*  
The foregoing Declaration of Condominium was acknowledged before me this 18 day of October, 2006 by Leonard P. Nadolski as President of DTM Development, Inc., who has provided \_\_\_\_\_ as identification.

Brenda L Bellamy  
Notary Public, State of ~~Florida~~ At Large  
My commission expires: *MICHIGAN*  
*2.8.08*

BRENDA L. BELLAMY  
Notary Public, Shiawassee County, MI  
My Commission Expires 02/08/2008



**JOINDER AND CONSENT OF MORTGAGEE**

WACHOVIA BANK, NATIONAL ASSOCIATION, (the "Mortgagee"), being the owner and holder of that certain Mortgage and Security Agreement recorded May 19, 2004 in Official Records Instrument #2004096375 of the Public Records of Sarasota County, Florida as amended by instrument recorded February 9, 2005 in Official Records Instrument #2005027895 of the Public Records of Sarasota County, Florida as further amended by instrument recorded March 14, 2006 in Official Records Instrument #2006047646 of the Public Records of Sarasota County, Florida, does hereby approve, adopt, join in and consent to the foregoing Declaration of Condominium of The ~~Bay~~ Villas at Bellagio Harbor Village, a Condominium, and each exhibit attached thereto, and agrees that the lien of said Mortgage and Security Agreement shall be subject to the provisions of said Declaration of Condominium; provided, however, notwithstanding anything contained herein to the contrary, this Consent shall not be deemed in any way to obligate Mortgagee to assume or perform any of the obligations of the Developer, as developer, under the foregoing Declaration.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this instrument on this 12<sup>th</sup> day of October, 2006.

Signed, sealed and delivered  
in the presence of:  
Katia S. Moore  
Print Name: Katia S. Moore

Wachovia Bank, National Association  
Valerie A. Girrens  
By: Valerie A. Girrens  
Its: Vice President

Janice K. Tice  
Print Name: Janice K. Tice

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing Consent of Mortgagee was acknowledged before me this 12<sup>th</sup> day of October, 2006 by Valerie A. Girrens, as Vice President of Wachovia Bank, NA, who has provided personally known to me as identification.

Janice K. Tice  
Janice K. Tice  
Notary Public, State of Florida At Large  
My commission expires:



**EXHIBIT "A" to the Declaration**  
*(Legal Description of the Land)*

# EXHIBIT

## LEGAL DESCRIPTION: BELLAGIO HARBOR VILLAGE (PREPARED BY SAMPEY, BURCHETT AND KNIGHT, INC.)

COMMENCE AT THE N.E. CORNER OF SECTION 15, TOWNSHIP 38 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA; THENCE N.89°50'40"W, ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 2706.58 FEET TO THE NORTHWEST CORNER OF BLACKBURN POINT WOODS SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGE 46 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, FOR A POINT OF BEGINNING;

THENCE S.00°09'20"W. ALONG THE WEST LINE OF SAID BLACKBURN POINT WOODS SUBDIVISION, A DISTANCE OF 827.17 FEET TO THE NORTHERLY LINE OF A RIGHT-OF-WAY AGREEMENT OF BLACKBURN POINT ROAD (73 FEET WIDE) AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT \_\_\_\_\_ OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE N.88°19'49"W. ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 364.04 FEET TO THE EASTERLY LINES OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2002136648 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA (THE FOLLOWING FOUR (4) CALLS ARE ALONG SAID LINE);

THENCE N.02°02'10"E., A DISTANCE OF 58.94 FEET;

THENCE N.88°16'40"W., A DISTANCE OF 9.16 FEET;

THENCE N.00°09'20"E., A DISTANCE OF 419.33 FEET;

THENCE S.89°07'04"W., A DISTANCE OF 156.43 FEET;

THENCE N.17°14'31"E., A DISTANCE OF 59.93 FEET TO THE INTERSECTION WITH THE APPROXIMATE MEAN HIGH WATER LINE OF LITTLE SARASOTA BAY;

THENCE MEANDERING SAID WATERS THE FOLLOWING EIGHTEEN (18) COURSES, THENCE N.83°53'31"W., A DISTANCE OF 14.02 FEET;

THENCE N.65°50'28"W., A DISTANCE OF 24.52 FEET;

THENCE N.70°55'29"E., A DISTANCE OF 13.23 FEET;

THENCE N.62°18'48"E., A DISTANCE OF 8.07 FEET;

THENCE N.15°52'50"E., A DISTANCE OF 17.99 FEET;

THENCE N.34°18'20"E., A DISTANCE OF 15.62 FEET;

THENCE N.38°38'53"E., A DISTANCE OF 24.72 FEET;

THENCE N.29°54'21"E., A DISTANCE OF 17.22 FEET;

THENCE N.22°40'56"E., A DISTANCE OF 10.65 FEET;

THENCE N.32°00'16"E., A DISTANCE OF 33.16 FEET;

THENCE N.26°41'02"E., A DISTANCE OF 15.33 FEET;

THENCE N.14°45'31"E., A DISTANCE OF 36.51 FEET;

THENCE N.28°33'55"E., A DISTANCE OF 2.85 FEET;

THENCE N.38°58'57"E., A DISTANCE OF 9.84 FEET;

THENCE N.35°54'31"E., A DISTANCE OF 6.87 FEET;

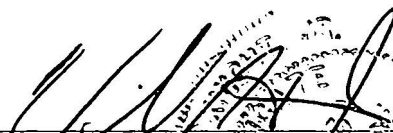
THENCE N.32°14'50"E., A DISTANCE OF 1.12 FEET;

THENCE N.09°49'37"E., A DISTANCE OF 57.36 FEET;

THENCE N.29°18'25"E., A DISTANCE OF 46.06 FEET TO A POINT ON THE NORTH LINE OF SECTION 15, TOWNSHIP 38 SOUTH, RANGE 18 EAST;

THENCE S.89°50'40"E. ALONG SAID NORTH LINE, A DISTANCE OF 407.24 FEET TO THE POINT OF BEGINNING.

Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

BY:   
 William R. Knight, Jr., Professional Surveyor & Mapper  
 Florida Registration Certificate No. 4554  
 Signing Date: 10/24/2011

CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

**BELLAGIO HARBOR VILLAGE**  
**LEGAL DESCRIPTION**  
**SARASOTA COUNTY, FLORIDA**

 **Sampey, Burchett & Knight, Inc.**  
**Professional Surveyors & Mappers**  
 1588 Global Court  
 Sarasota, Florida 34240  
 Phone: 941-342-0349  
 Fax: 941-342-7490 LB No.: 7009

JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
04-047		15	38	18	1"= N/A	4/04	ALM	04-047CD	1 OF 1

EXHIBIT

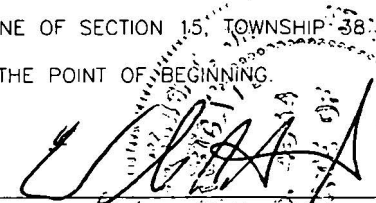
THE VILLAS AT BELLAGIO HARBOR VILLAGE  
LEGAL DESCRIPTION:  
(PREPARED BY SAMPEY, BURCHETT AND KNIGHT, INC.)

COMMENCE AT THE N.E. CORNER OF SECTION 15, TOWNSHIP 38 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA; THENCE N.89°50'40"W, ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 2706.58 FEET TO THE NORTHWEST CORNER OF BLACKBURN POINT WOODS SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGE 46 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;  
THENCE N.89°50'40"W, ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 69.00 FEET FOR A POINT OF BEGINNING;

THENCE S.00°09'20"W., A DISTANCE OF 42.68 FEET;  
THENCE N.89°50'40"W., A DISTANCE OF 18.58 FEET;  
THENCE S.00°09'20"W., A DISTANCE OF 11.32 FEET;  
THENCE S.89°50'40"E., A DISTANCE OF 7.67 FEET;  
THENCE S.00°09'20"W., A DISTANCE OF 16.00 FEET;  
THENCE N.89°50'40"W., A DISTANCE OF 0.75 FEET;  
THENCE S.00°09'20"W., A DISTANCE OF 94.30 FEET;  
THENCE S.45°09'20"W., A DISTANCE OF 49.50 FEET;  
THENCE S.00°09'20"W., A DISTANCE OF 38.65 FEET;  
THENCE S.44°50'40"E., A DISTANCE OF 45.56 FEET;  
THENCE S.89°50'40"E., A DISTANCE OF 37.62 FEET;  
THENCE S.00°09'20"W., A DISTANCE OF 8.34 FEET;  
THENCE S.89°50'40"E., A DISTANCE OF 7.67 FEET;  
THENCE S.00°09'20"W., A DISTANCE OF 130.50 FEET;  
THENCE N.89°50'40"W., A DISTANCE OF 5.67 FEET;  
THENCE S.00°09'20"W., A DISTANCE OF 68.17 FEET;  
THENCE N.88°56'30"E., A DISTANCE OF 2.85 FEET;  
THENCE S.00°34'25"W., A DISTANCE OF 2.06 FEET;  
THENCE N.89°50'40"W., A DISTANCE OF 192.50 FEET;  
THENCE S.00°09'20"W., A DISTANCE OF 1.17 FEET;  
THENCE N.89°50'40"W., A DISTANCE OF 20.50 FEET;  
THENCE S.00°09'20"W., A DISTANCE OF 12.98 FEET;  
THENCE S.88°31'56"W., A DISTANCE OF 33.82 FEET;  
THENCE N.01°18'57"W., A DISTANCE OF 25.68 FEET;  
THENCE S.88°31'56"W., A DISTANCE OF 58.69 FEET;  
THENCE N.00°09'20"E., A DISTANCE OF 151.58 FEET;  
THENCE S.89°07'04"W., A DISTANCE OF 180.25 FEET;  
THENCE N.17°14'31"E., A DISTANCE OF 38.89 FEET TO THE INTERSECTION WITH THE APPROXIMATE MEAN HIGH WATER LINE OF LITTLE SARASOTA BAY;  
THENCE MEANDERING SAID WATERS THE FOLLOWING EIGHTEEN (18) COURSES, THENCE N.83°53'31"W., A DISTANCE OF 14.02 FEET;  
THENCE N.65°50'28"W., A DISTANCE OF 24.52 FEET;  
THENCE N.70°55'29"E., A DISTANCE OF 13.23 FEET;  
THENCE N.62°18'48"E., A DISTANCE OF 8.07 FEET;  
THENCE N.15°52'50"E., A DISTANCE OF 17.99 FEET;  
THENCE N.34°18'20"E., A DISTANCE OF 15.62 FEET;  
THENCE N.38°38'53"E., A DISTANCE OF 24.72 FEET;  
THENCE N.29°54'21"E., A DISTANCE OF 17.22 FEET;  
THENCE N.22°40'56"E., A DISTANCE OF 10.65 FEET;  
THENCE N.32°00'16"E., A DISTANCE OF 33.16 FEET;  
THENCE N.26°41'02"E., A DISTANCE OF 15.33 FEET;  
THENCE N.14°45'31"E., A DISTANCE OF 36.51 FEET;  
THENCE N.28°33'55"E., A DISTANCE OF 2.85 FEET;  
THENCE N.38°58'57"E., A DISTANCE OF 9.84 FEET;  
THENCE N.35°54'31"E., A DISTANCE OF 6.87 FEET;  
THENCE N.32°14'50"E., A DISTANCE OF 1.12 FEET;  
THENCE N.09°49'37"E., A DISTANCE OF 57.36 FEET;  
THENCE N.29°18'25"E., A DISTANCE OF 46.06 FEET TO A POINT ON THE NORTH LINE OF SECTION 15, TOWNSHIP 38 SOUTH, RANGE 18 EAST;  
THENCE S.89°50'40"E. ALONG SAID NORTH LINE, A DISTANCE OF 338.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 179,277 SQUARE FEET, MORE OR LESS.


Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

BY:   
William R. Knight, Jr., Professional Surveyor & Mapper  
Florida Registration Certificate No. 4554  
Signing Date: 10/24/06

CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

THE VILLAS AT BELLAGIO HARBOR VILLAGE  
LEGAL DESCRIPTION

SARASOTA COUNTY, FLORIDA

 Sampey, Burchett & Knight, Inc.  
Professional Surveyors & Mappers  
1588 Global Court  
Sarasota, Florida 34240  
Phone: 941-342-0349  
Fax: 941-342-7490  
LB No.: 7009

JOB NUMBER 04-047	REVISION	SECTION 15	TOWNSHIP 38	RANGE 18	SCALE 1"=N/A	DATE 7/06	DRAWN BY ALM	FILE NAME 04-047CD	SHEET 1 OF 1
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**EXHIBIT "B" to the Declaration  
(Survey of the Land and Plot Plan)**

# EXHIBIT

## NOTES:

1. SURVEY PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT POLICY ISSUED BY VOIGT & VOIGT, P.A., COMMITMENT NUMBER CM-1-0492-9700, EFFECTIVE DATE MAY 19, 2004.
2. FEATURES SUCH AS, BUT NOT LIMITED TO ELEVATIONS, TREES, SOIL TYPES, WETLANDS, ENVIRONMENTALLY SENSITIVE AREAS, DEED RESTRICTIONS, BUILDING SETBACKS, ZONING INFORMATION, SUBSURFACE IMPROVEMENTS AND FOUNDATIONS, ETC., HAVE NOT BEEN LOCATED EXCEPT AS SHOWN HEREON.
3. BEARINGS & DISTANCES ON THE BOUNDARY AND CONTROL TIES ARE PLAT OR DESCRIPTION AND MEASURED EXCEPT AS OTHERWISE SHOWN.
4. THIS SURVEY IS NOT TRANSFERABLE TO ANY PERSON OR ENTITY NOT NAMED AS BEING CERTIFIED TO ON THIS DRAWING.
5. SUBJECT PROPERTY LIES IN ZONE A12 (EL 11, 12, & 13), V16 (EL 13) PER FEDERAL INSURANCE RATE MAP COMMUNITY PANEL 125144 0236 D, REVISED 5/1/84.
6. HORIZONTAL ACCURACY OF SURVEY: (ERROR OF CLOSURE EXCEEDS 1:10,000)
7. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 15 TOWNSHIP 38 SOUTH, RANGE 18 EAST, BEING N 89°50'40" W.
8. DATE OF FIELD SURVEY: 06/05/04 FIELD BOOK 973/1
9. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
11. REFER TO THE DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF THE UNIT BOUNDARY, LIMITED COMMON ELEMENT (L.C.E.), COMMON ELEMENT AND COMMON AREA.
12. EVERYTHING EXTERIOR TO THE UNITS ARE COMMON ELEMENTS UNLESS OTHERWISE DENOTED.

## CERTIFICATE OF SURVEYOR:

THE UNDERSIGNED SURVEYOR HEREBY CERTIFIES:

### AS TO THE REAL PROPERTY:

THAT THIS BOUNDARY SURVEY AND SITE PLAN REPRESENTS A FIELD SURVEY AND CORRECTLY REPRESENTS THE BOUNDARIES AND AREAS OF THE SUBJECT PROPERTY AND THE SIZE AND TYPE OF IMPROVEMENTS THEREON; THE LOCATION OF RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD (OF WHICH I HAVE KNOWLEDGE OR HAVE BEEN ADVISED, WHETHER OR NOT OF RECORD) AFFECTING OR BENEFITING THE SUBJECT PROPERTY; THE LOCATION AND NUMBER OF PARKING SPACES ON THE SUBJECT PROPERTY; ABUTTING DEDICATED PUBLIC STREETS PROVIDING ACCESS TO THE SUBJECT PROPERTY TOGETHER WITH THE WIDTH AND NAME THEREOF; AND OTHER VISIBLE SIGNIFICANT ITEMS ON THE SUBJECT PROPERTY; THERE ARE NO VISIBLE ENCROACHMENTS UPON THE SUBJECT PROPERTY BY IMPROVEMENTS ON ADJACENT PROPERTY OR ENCROACHMENTS ON ADJACENT PROPERTY, STREETS, OR ALLEYS BY IMPROVEMENTS ON THE SUBJECT PROPERTY;

INGRESS TO AND EGRESS FROM THE SUBJECT PROPERTY IS PROVIDED BY BLACKBURN POINT ROAD, THE SAME BEING PAVED, DEDICATED PUBLIC RIGHTS-OF-WAY MAINTAINED BY COUNTY OF SARASOTA, FLORIDA;

BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH ORDINANCE NO. \_\_\_\_\_ AN ORDINANCE OF THE COUNTY OF SARASOTA, FLORIDA;

THE COMBINED ASSOCIATION PARCELS DESCRIBE A CONTIGUOUS PROPERTY WITHOUT GAPS, GORES OR OVERLAPS;

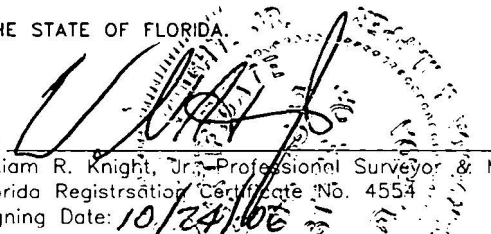
### AS TO THE CONDOMINIUM:

THIS EXHIBIT "B", TOGETHER WITH THE DECLARATIONS OF CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE HORIZONTAL AND VERTICAL BOUNDARIES AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA.

THIS CONDOMINIUM IS SUBSTANTIALLY COMPLETE.

Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

BY:   
William R. Knight, Jr., Professional Surveyor & Mapper  
Florida Registration Certificate No. 4554  
Signing Date: 10/24/06

CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

BELLAGIO HARBOR VILLAGE  
SURVEYORS NOTATIONS  
SARASOTA COUNTY, FLORIDA

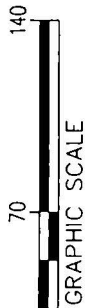
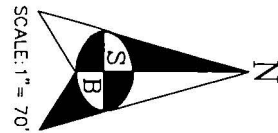


Sampey, Burchett & Knight, Inc.  
Professional Surveyors & Mappers  
1588 Global Court  
Sarasota, Florida 34240  
Phone: 941-342-0349  
Fax: 941-342-7490  
LB No.: 7009

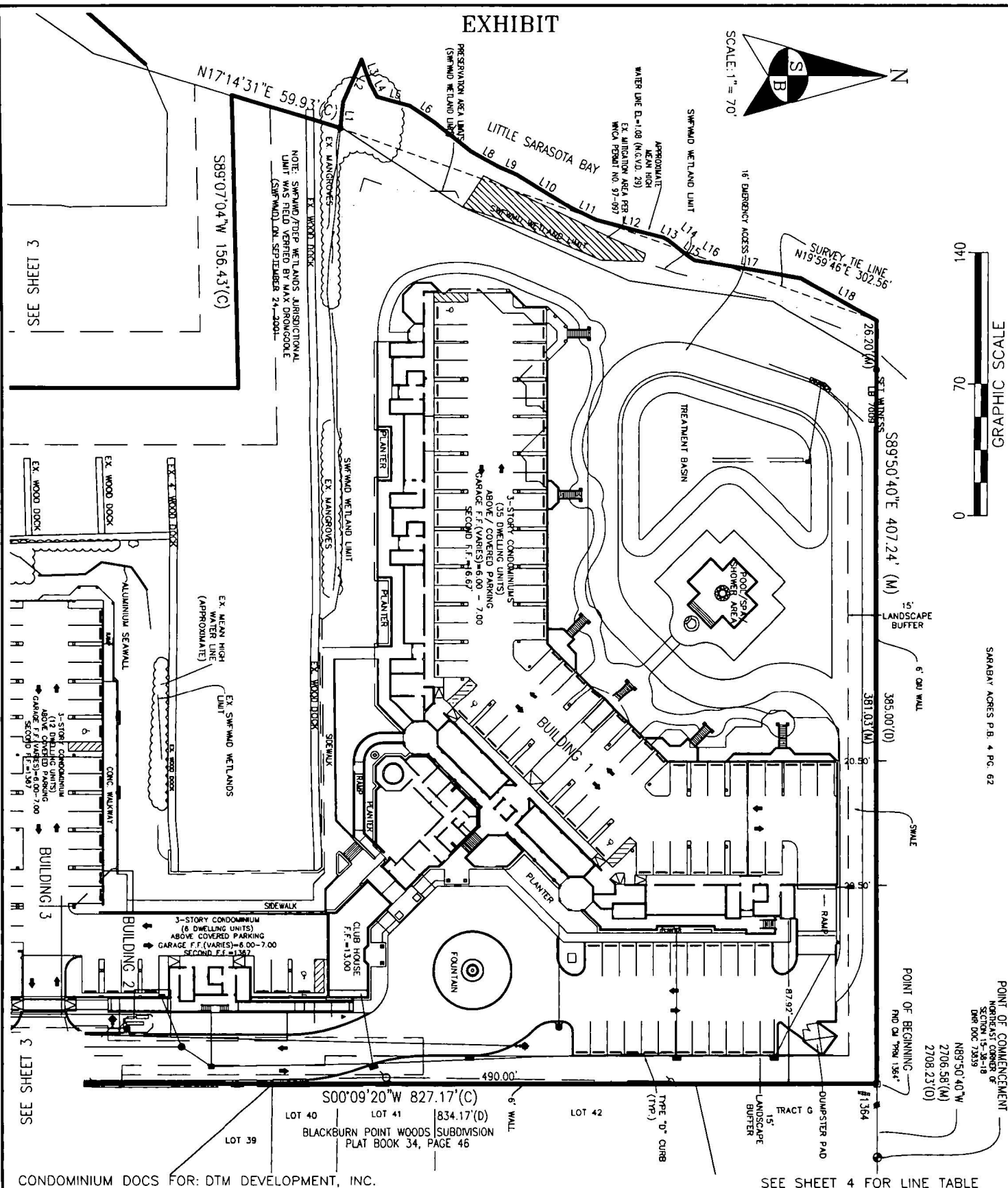
JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
04-047		15	38	18	1" = N/A	7/06	CSJ	04-047CD	1 OF 19



EXHIBIT



SARASOTA APRES P.B. & P.C. 62



CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

SEE SHEET 4 FOR LINE TABLE

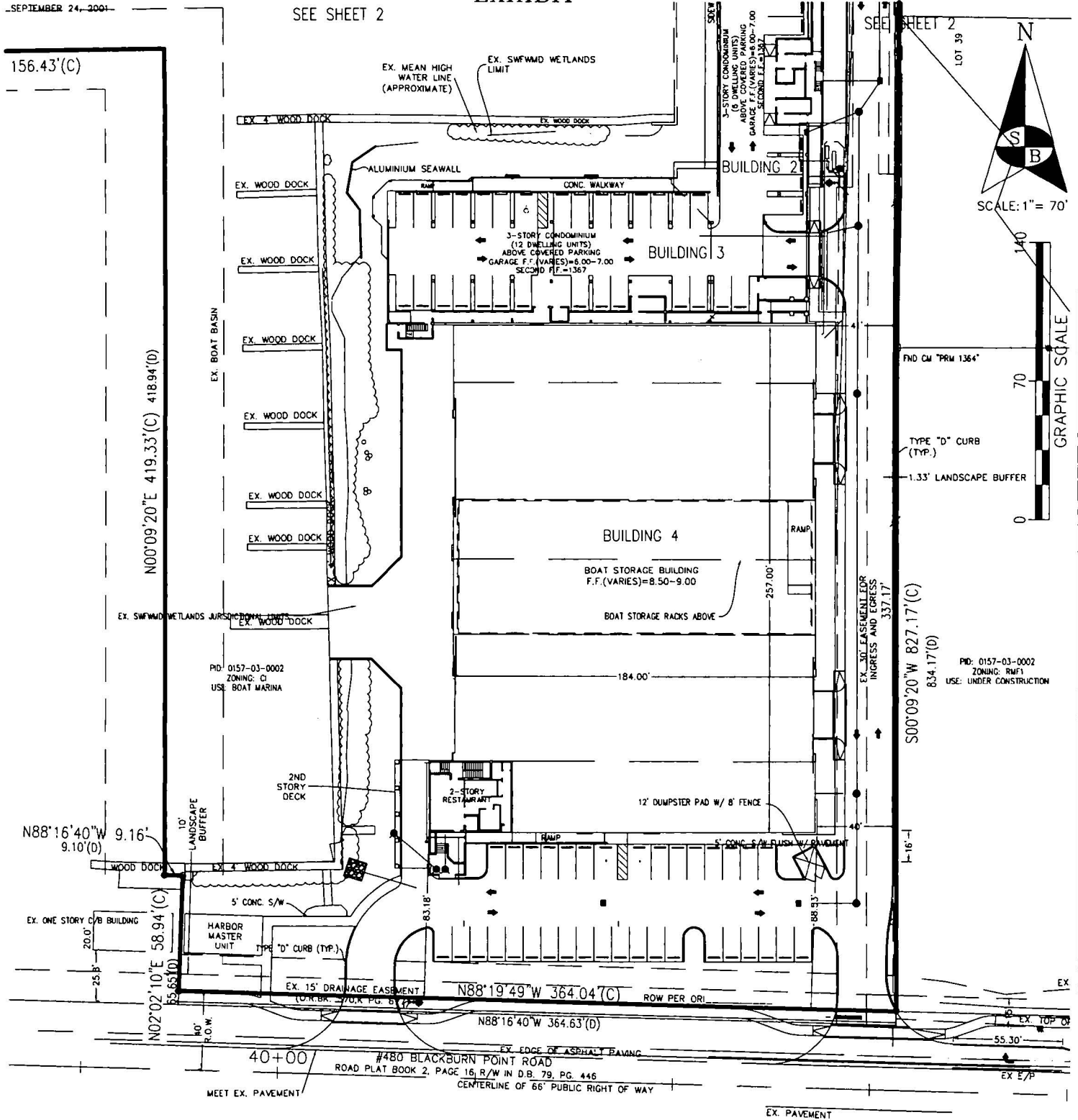
**BELLAGIO HARBOR VILLAGE**  
**BOUNDARY SURVEY**  
**& SITE PLAN**  
**SARASOTA COUNTY, FLORIDA**

**SB** *Sampey, Burchett & Knight, Inc.*  
 Professional Surveyors & Mappers  
 1588 Global Court  
 Sarasota, Florida 34240  
 Phone: 941-342-0349  
 Fax: 941-342-7490  
**LB No.: 7009**

JOB NUMBER 04-047	REVISION	SECTION 15	TOWNSHIP 38	RANGE 18	SCALE 1" = 70'	DATE 7/06	DRAWN BY CSJ	FILE NAME 04-047CD	SHEET 2 OF 19
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# EXHIBIT

SEE SHEET 2



Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

BY: William R. Knight, Jr., Professional Surveyor & Mapper  
Florida Registrstion Certificate No.  
Signing Date:

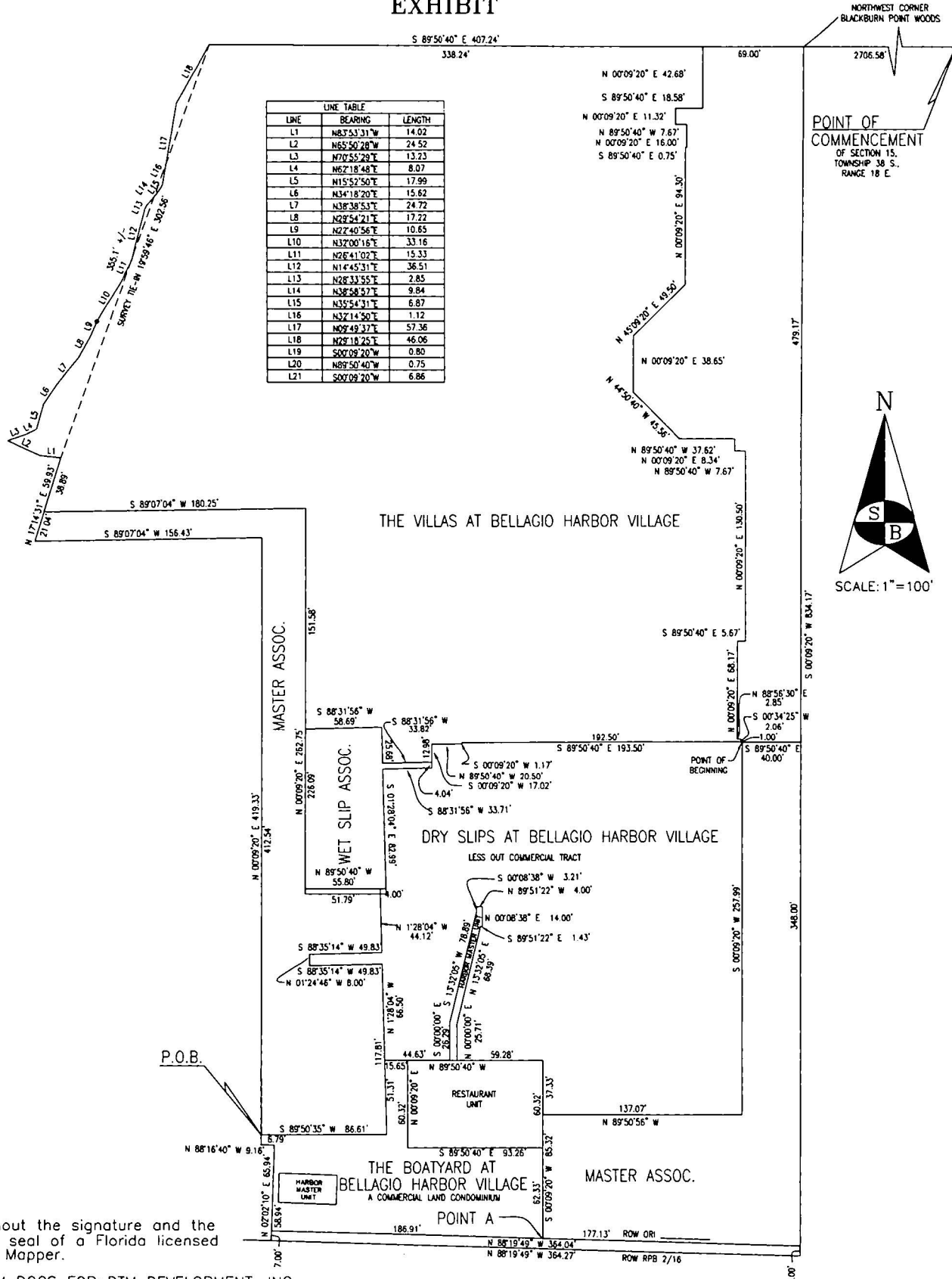
**BELLAGIO HARBOR VILLAGE**  
**BOUNDARY SURVEY**  
**& SITE PLAN**  
**SARASOTA COUNTY, FLORIDA**



*Sampey, Burchett & Knight, Inc.*  
*Professional Surveyors & Mappers*  
1588 Global Court  
Sarasota, Florida 34240  
Phone: 941-342-0349  
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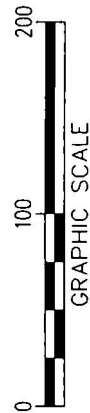
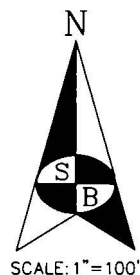
JOB NUMBER 04-047	REVISION	SECTION 15	TOWNSHIP 38	RANGE 18	SCALE 1" = 70'	DATE 7/06	DRAWN BY CSJ	FILE NAME 04-047CD	SHEET 3 OF 19
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# EXHIBIT



LINE	BEARING	LENGTH
L1	N83°51'31"W	14.02
L2	N65°50'28"W	24.52
L3	N70°55'28"E	13.23
L4	N62°18'48"E	8.07
L5	N15°52'50"E	17.99
L6	N34°18'20"E	15.62
L7	N38°38'53"E	24.72
L8	N29°54'21"E	17.22
L9	N22°40'56"E	10.65
L10	N32°00'16"E	33.16
L11	N2°41'02"E	15.33
L12	N14°45'31"E	36.51
L13	N28°33'55"E	2.85
L14	N36°58'27"E	9.84
L15	N35°54'31"E	6.87
L16	N32°14'50"E	1.12
L17	N09°49'27"E	57.36
L18	N28°18'23"E	46.06
L19	S00°09'20"W	0.80
L20	N89°50'40"W	0.75
L21	S00°09'20"W	6.86

POINT OF COMMENCEMENT OF SECTION 15, TOWNSHIP 38 S., RANGE 18 E.



Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

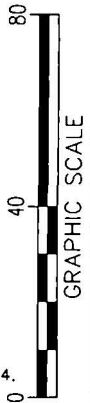
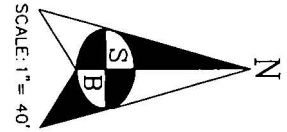
CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

<p><b>BELLAGIO HARBOR VILLAGE</b> ASSOCIATION LIMIT DETAIL</p> <p>SARASOTA COUNTY, FLORIDA</p>	<p><b>Sampey, Burchett &amp; Knight, Inc.</b> Professional Surveyors &amp; Mappers 1588 Global Court Sarasota, Florida 34240 Phone: 941-342-0349 Fax: 941-342-7490</p> <p style="text-align: right;">LB No.: 7009</p>
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JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
04-047		15	38	18	1" = 100'	7/06	CSJ	04-047CD	4 OF 19

**EXHIBIT "C" to the Declaration  
(Floor Plans)**

# EXHIBIT

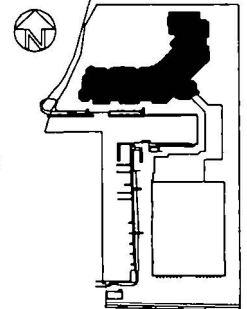


## GENERAL NOTES

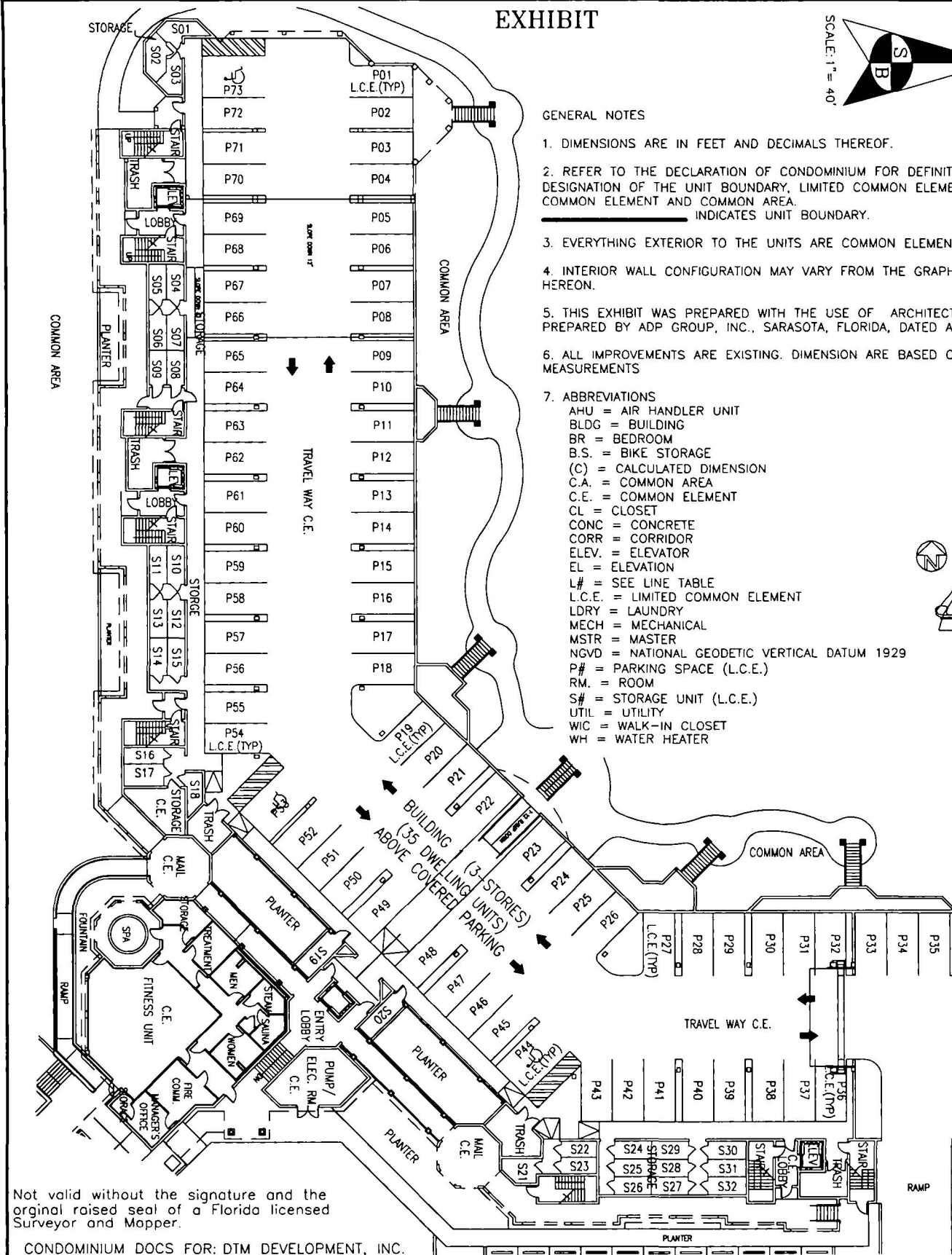
1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. REFER TO THE DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF THE UNIT BOUNDARY, LIMITED COMMON ELEMENT (L.C.E.), COMMON ELEMENT AND COMMON AREA.  
— INDICATES UNIT BOUNDARY.
3. EVERYTHING EXTERIOR TO THE UNITS ARE COMMON ELEMENTS.
4. INTERIOR WALL CONFIGURATION MAY VARY FROM THE GRAPHIC DEPICTION HEREON.
5. THIS EXHIBIT WAS PREPARED WITH THE USE OF ARCHITECTURAL PLANS PREPARED BY ADP GROUP, INC., SARASOTA, FLORIDA, DATED APRIL 25, 2004.
6. ALL IMPROVEMENTS ARE EXISTING. DIMENSION ARE BASED ON FIELD MEASUREMENTS

## 7. ABBREVIATIONS

- AHU = AIR HANDLER UNIT
- BLDG = BUILDING
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- P# = PARKING SPACE (L.C.E.)
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KEYMAP  
(NOT TO SCALE)



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CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

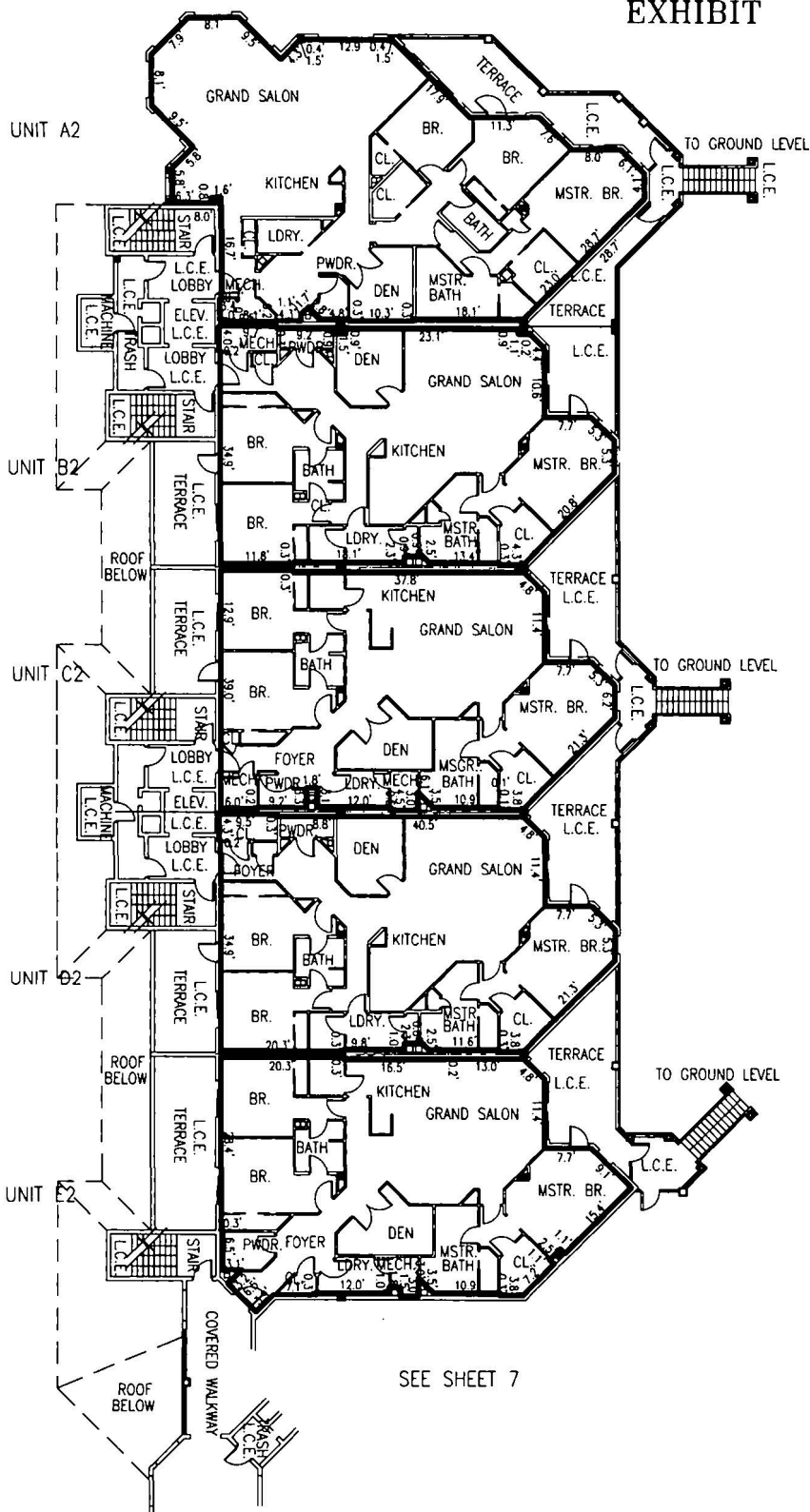
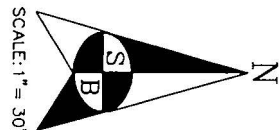
**THE VILLAS AT BELLAGIO HARBOR VILLAGE**  
**BUILDING 1 WITH AMENITIES (FITNESS UNIT) LEVEL**  
**FLOOR PLAN AT GROUND LEVEL**  
**SARASOTA COUNTY, FLORIDA**



*Sampey, Burchett & Knight, Inc.*  
*Professional Surveyors & Mappers*  
 1588 Global Court  
 Sarasota, Florida 34240  
 Phone: 941-342-0349  
 Fax: 941-342-7490  
 LB No.: 7009

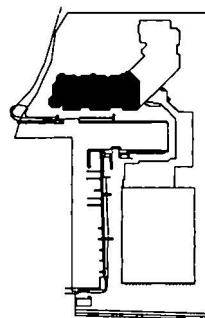
JOB NUMBER 04-047	REVISION	SECTION 15	TOWNSHIP 38	RANGE 18	SCALE 1" = 40'	DATE 7/06	DRAWN BY CSJ	FILE NAME 04-047CD	SHEET 5 OF 19
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# EXHIBIT



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CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

**THE VILLAS AT BELLAGIO HARBOR VILLAGE**  
**BUILDING 1, FIRST LEVEL, UNITS A2, B2, C2, D2, E2**  
**FLOOR PLAN AND UNIT BOUNDARY DETAIL**  
**SARASOTA COUNTY, FLORIDA**



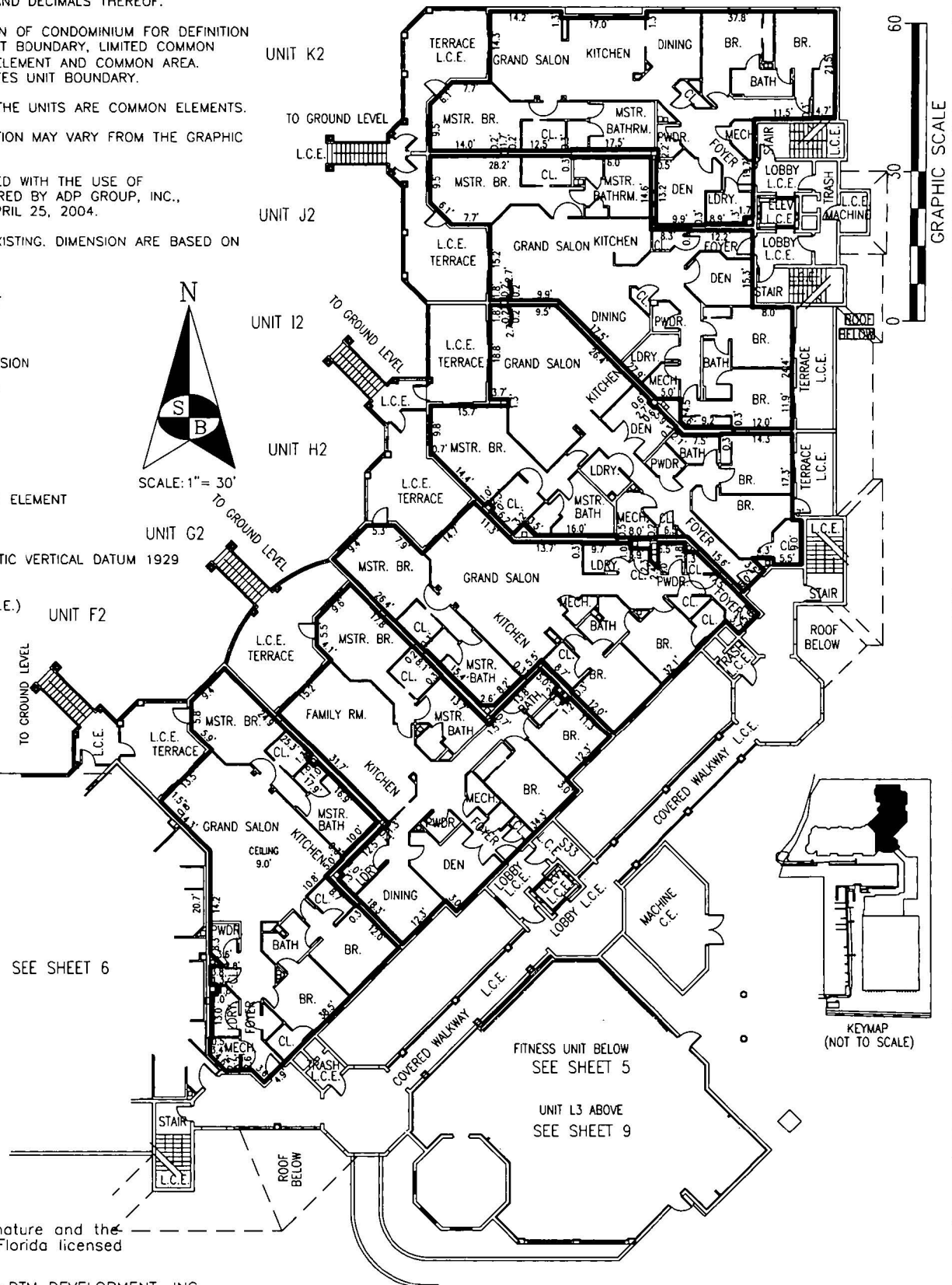
*Sampey, Burchett & Knight, Inc.*  
**Professional Surveyors & Mappers**  
 1588 Global Court  
 Sarasota, Florida 34240  
 Phone: 941-342-0349  
 Fax: 941-342-7490  
 LB No.: 7009

JOB NUMBER 04-047	REVISION	SECTION 15	TOWNSHIP 38	RANGE 18	SCALE 1" = 30'	DATE 7/06	DRAWN BY CSJ	FILE NAME 04-047CD	SHEET 6 OF 19
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CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

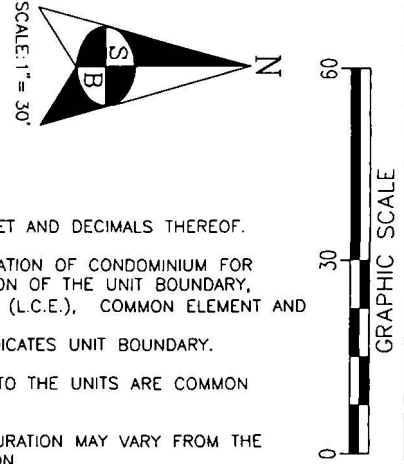
**THE VILLAS AT BELLAGIO HARBOR VILLAGE**  
**BUILDING 1, FIRST LEVEL, UNITS F2, G2, H2, I2, J2, K2**  
**FLOOR PLAN AND UNIT BOUNDARY DETAIL**  
**SARASOTA COUNTY, FLORIDA**



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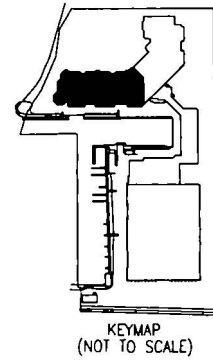
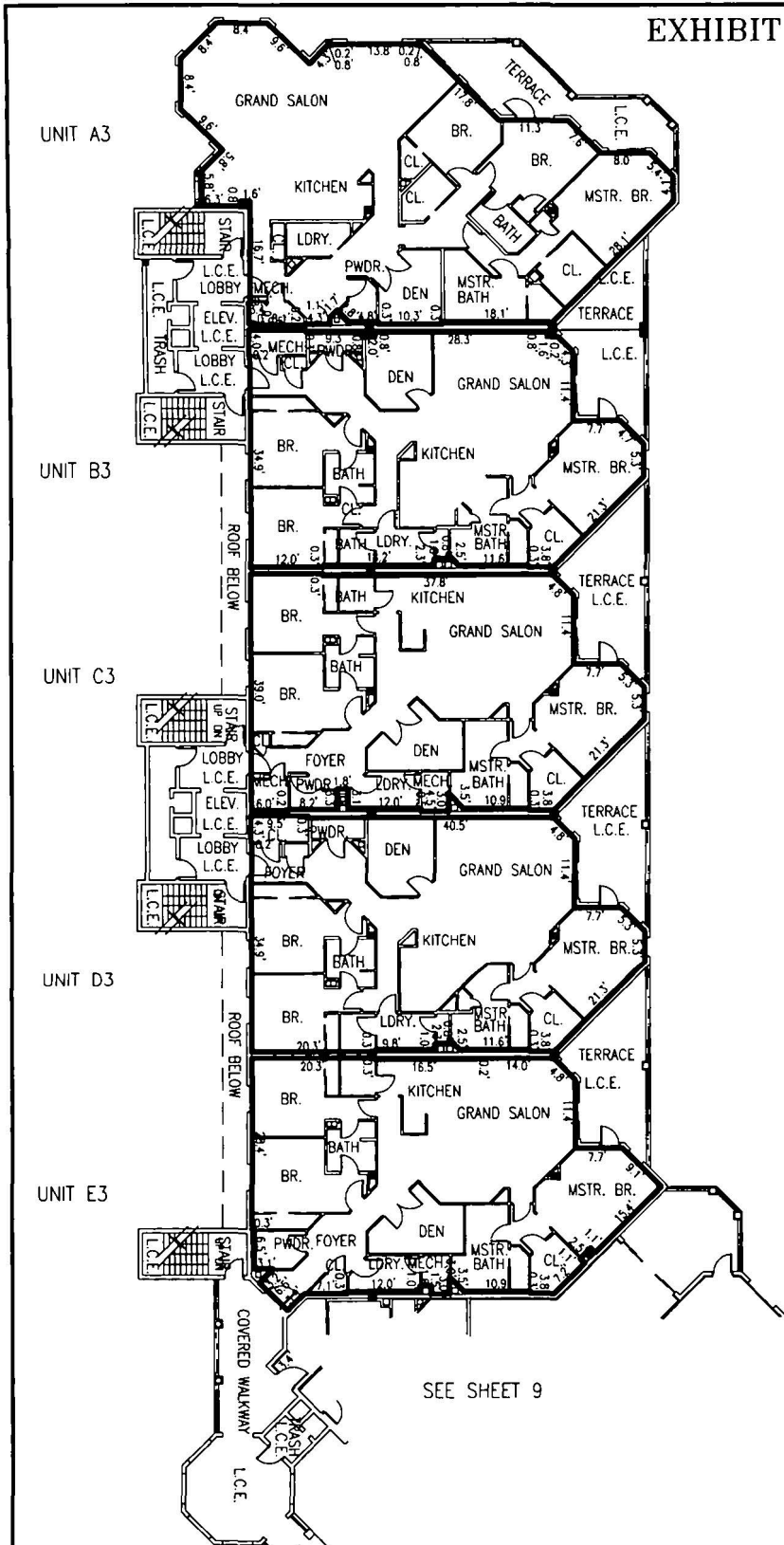
JOB NUMBER 04-047	REVISION	SECTION 15	TOWNSHIP 38	RANGE 18	SCALE 1" = 30'	DATE 7/06	DRAWN BY CSJ	FILE NAME 04-047CD	SHEET 7 OF 19
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# EXHIBIT



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CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

**THE VILLAS AT BELLAGIO HARBOR VILLAGE**  
**BUILDING 1, SECOND LEVEL, UNITS A3, B3, C3, D3, E3**  
**FLOOR PLAN AND UNIT BOUNDARY DETAIL**  
**SARASOTA COUNTY, FLORIDA**



*Sampey, Burchett & Knight, Inc.*  
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 1588 Global Court  
 Sarasota, Florida 34240  
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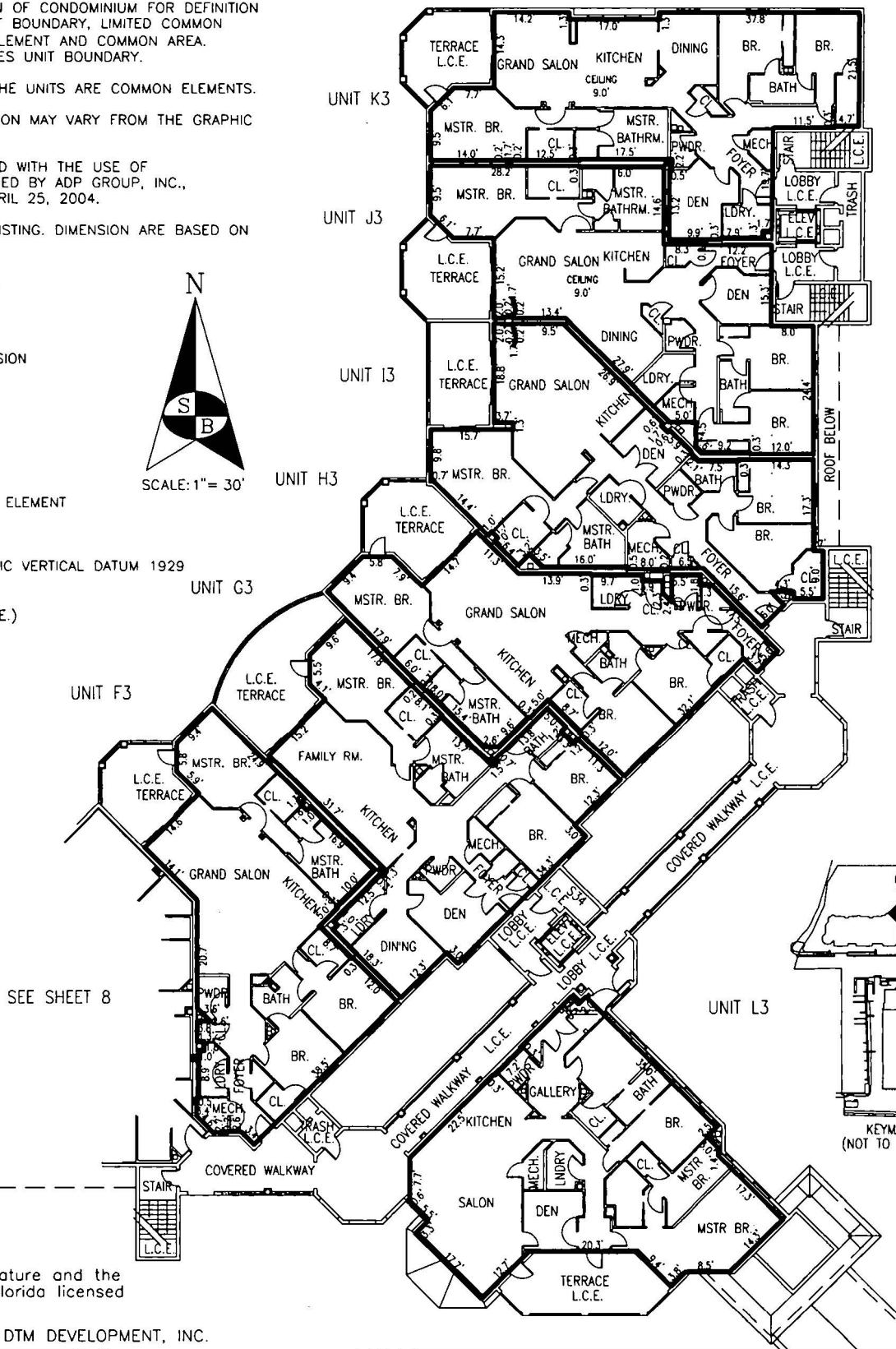
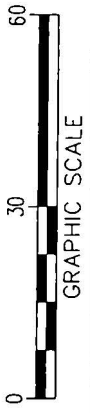
JOB NUMBER 04-047	REVISION	SECTION 15	TOWNSHIP 38	RANGE 18	SCALE 1"=30'	DATE 7/06	DRAWN BY CSJ	FILE NAME 04-047CD	SHEET 8 OF 19
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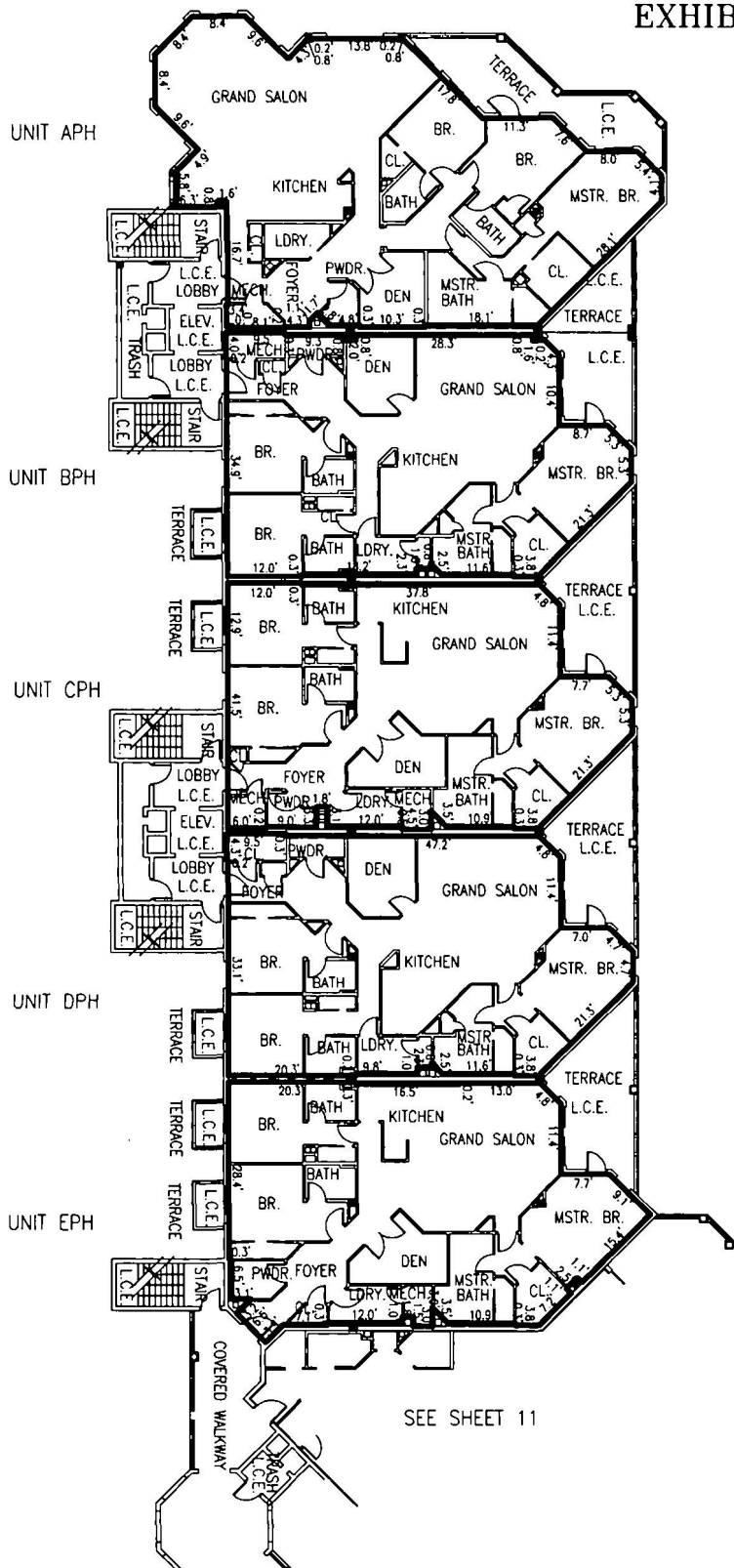
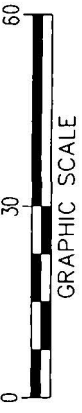
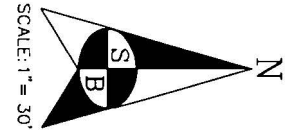
CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

**THE VILLAS AT BELLAGIO HARBOR VILLAGE**  
 BUILDING 1, SECOND LEVEL, UNITS F3, G3, H3, I3, J3, K3, & L3  
**FLOOR PLAN AND UNIT BOUNDARY DETAIL**  
 SARASOTA COUNTY, FLORIDA

**S&B** *Sampey, Burchett & Knight, Inc.*  
 Professional Surveyors & Mappers  
 1588 Global Court  
 Sarasota, Florida 34240  
 Phone: 941-342-0349  
 Fax: 941-342-7490  
 LB No.: 7009

JOB NUMBER 04-047	REVISION	SECTION 15	TOWNSHIP 38	RANGE 18	SCALE 1" = 30'	DATE 7/06	DRAWN BY CSJ	FILE NAME 04-047CD	SHEET 9 OF 19
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# EXHIBIT

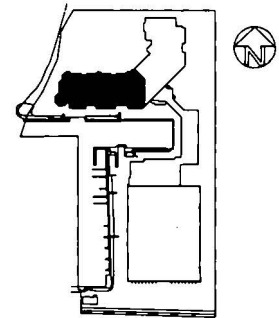


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KEYMAP (NOT TO SCALE)

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CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

**THE VILLAS AT BELLAGIO HARBOR VILLAGE**  
**BUILDING 1, THIRD LEVEL, UNITS APH, BPH, CPH, D3, EPH**  
**FLOOR PLAN AND UNIT BOUNDARY DETAIL**  
**SARASOTA COUNTY, FLORIDA**



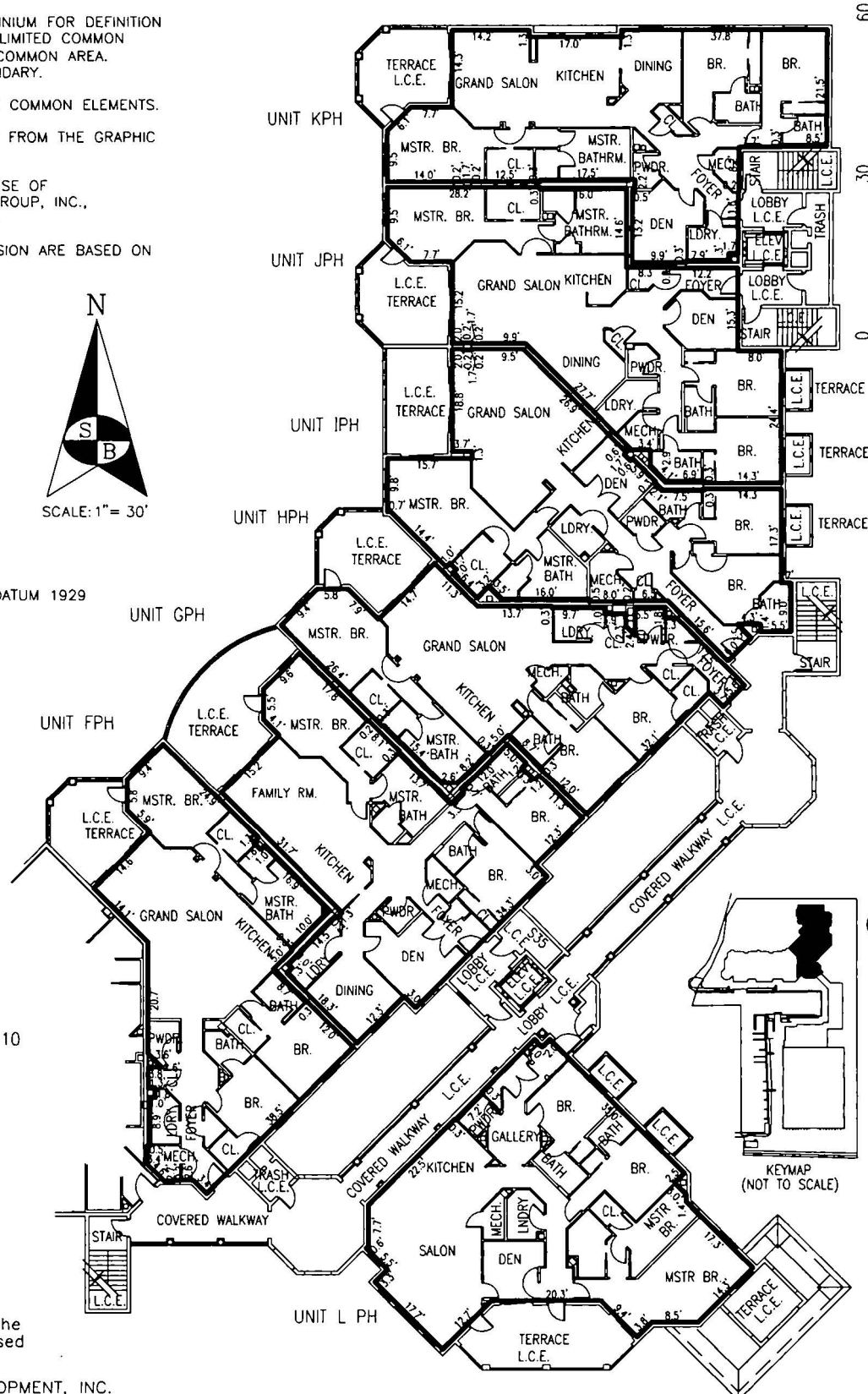
*Sampey, Burchett & Knight, Inc.*  
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JOB NUMBER 04-047	REVISION	SECTION 15	TOWNSHIP 38	RANGE 18	SCALE 1" = 30'	DATE 7/06	DRAWN BY CSJ	FILE NAME 04-047CD	SHEET 10 OF 19
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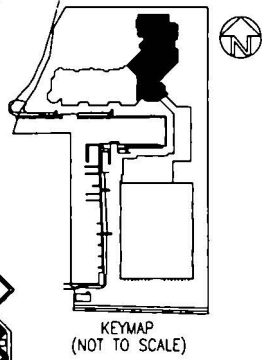
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SEE SHEET 10



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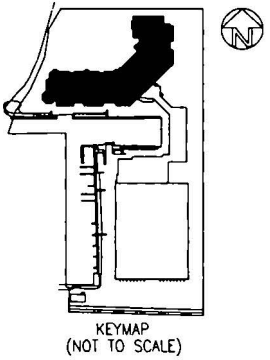
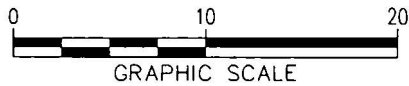
CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

**THE VILLAS AT BELLAGIO HARBOR VILLAGE**  
**BUILDING 1, THIRD LEVEL, UNITS FPH, GPH, HPH, IPH, JPH, KPH, & LPH**  
**FLOOR PLAN AND UNIT BOUNDARY DETAIL**  
**SARASOTA COUNTY, FLORIDA**

**S B** *Sampey, Burchett & Knight, Inc.*  
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JOB NUMBER 04-047	REVISION	SECTION 15	TOWNSHIP 38	RANGE 18	SCALE 1" = 30'	DATE 7/06	DRAWN BY CSJ	FILE NAME 04-047CD	SHEET 11 OF 19
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# EXHIBIT



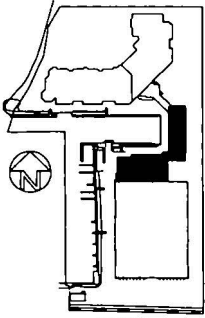
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CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

<p><b>THE VILLAS AT BELLAGIO HARBOR VILLAGE</b>  <b>BUILDING 1</b>  <b>PROPOSED PARTIAL ELEVATION</b>  <b>SARASOTA COUNTY, FLORIDA</b></p>	 <b>Sampey, Burchett &amp; Knight, Inc.</b> <i>Professional Surveyors &amp; Mappers</i> 1588 Global Court Sarasota, Florida 34240 Phone: 941-342-0349 Fax: 941-342-7490 LB No.: 7009
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JOB NUMBER 04-047	REVISION	SECTION 15	TOWNSHIP 38	RANGE 18	SCALE 1" = 10'	DATE 7/06	DRAWN BY CSJ	FILE NAME 04-047CD	SHEET 12 OF 19
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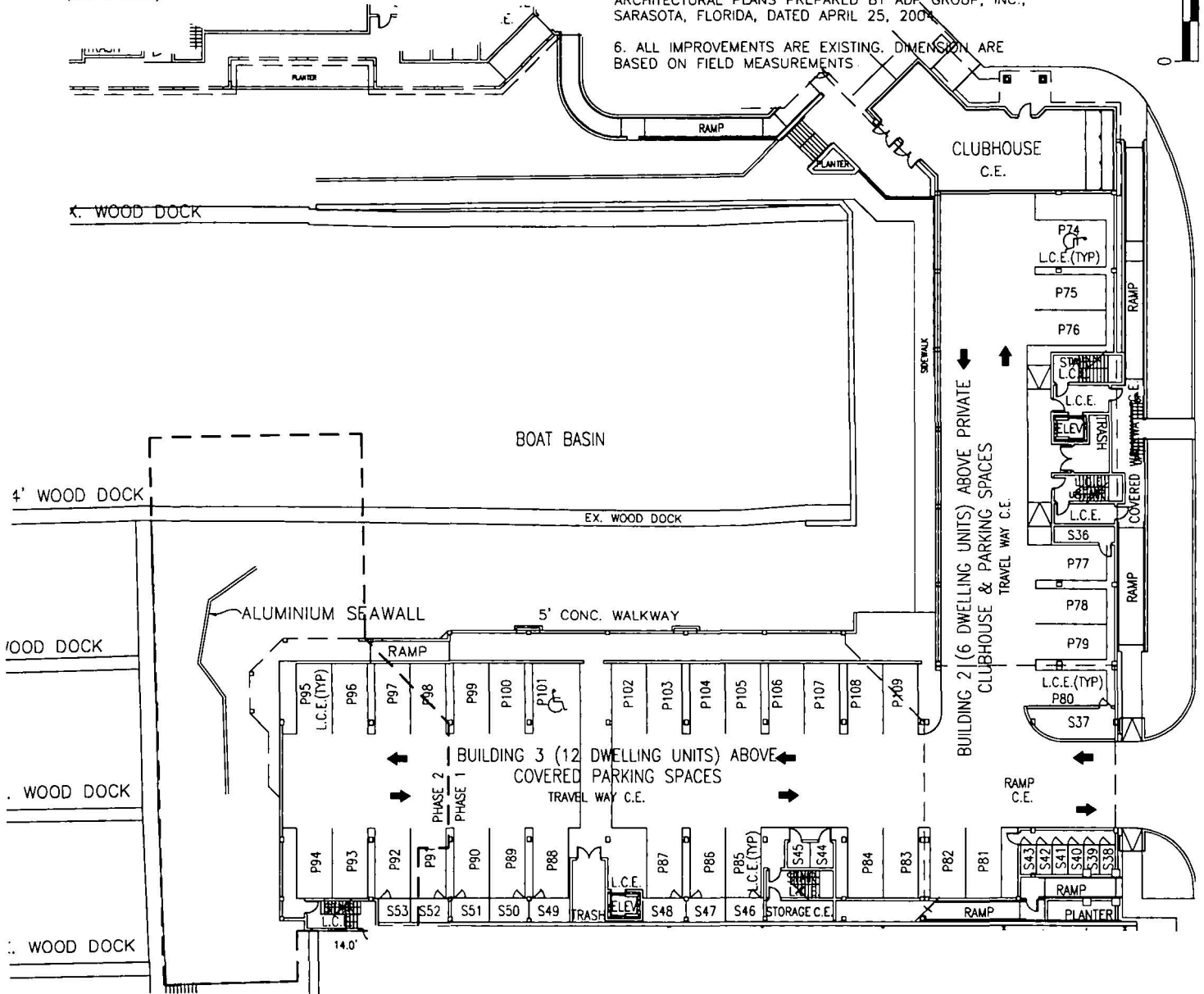
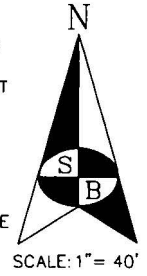
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CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

**THE VILLAS AT BELLAGIO HARBOR VILLAGE**  
**BUILDINGS 2 & 3**  
**FLOOR PLAN AT GROUND LEVEL**  
**SARASOTA COUNTY, FLORIDA**



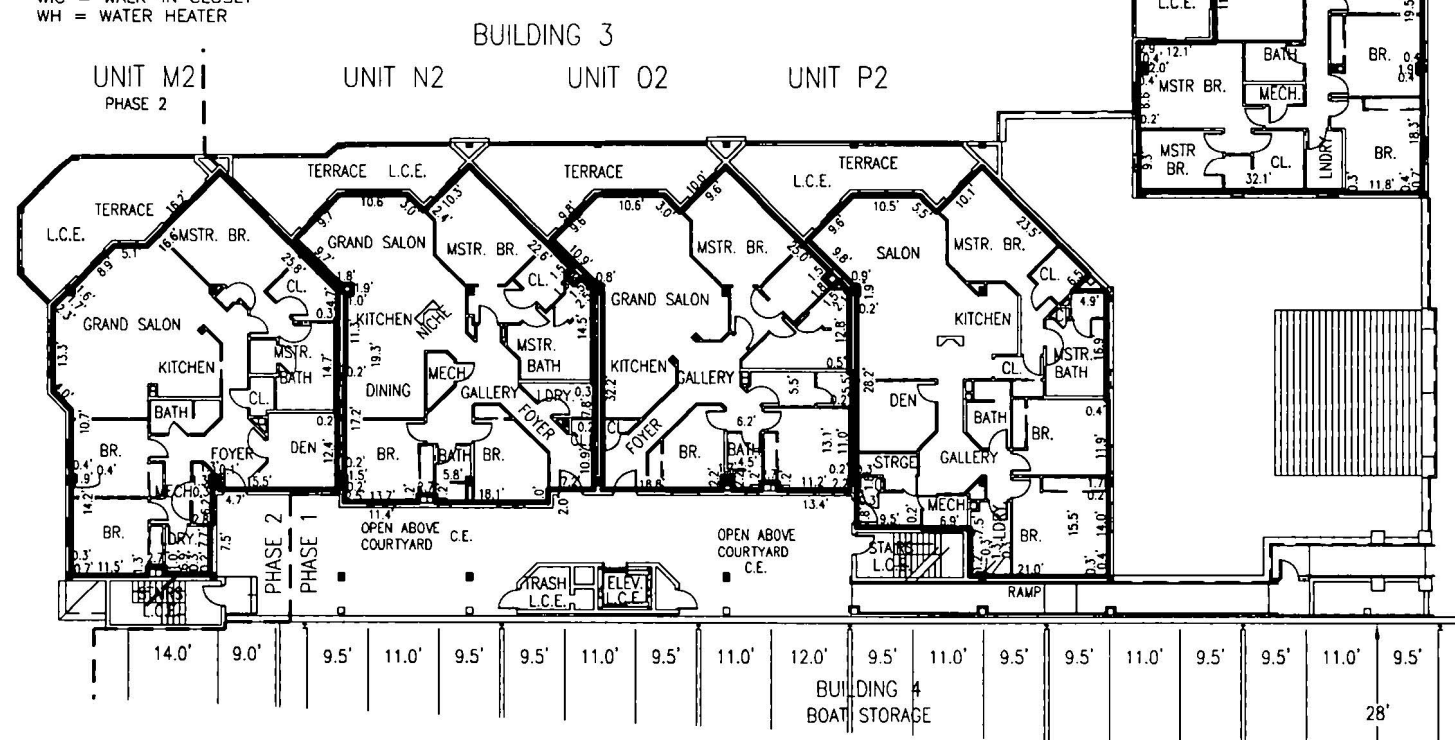
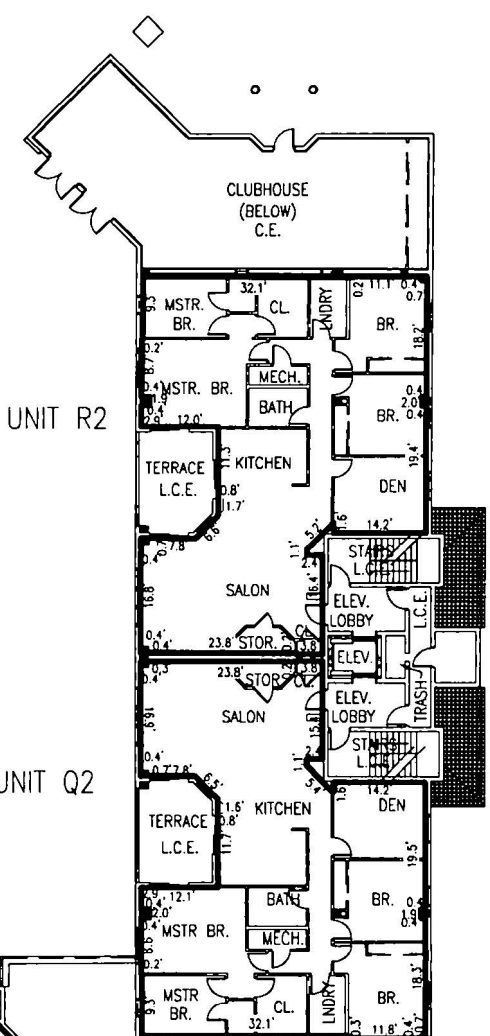
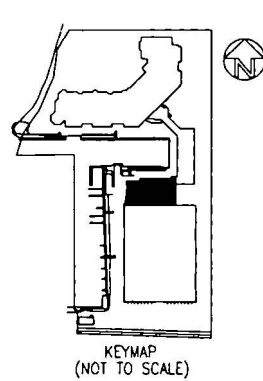
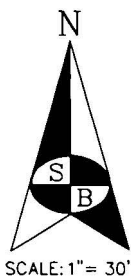
*Sampey, Burchett & Knight, Inc.*  
**Professional Surveyors & Mappers**  
 1588 Global Court  
 Sarasota, Florida 34240  
 Phone: 941-342-0349  
 Fax: 941-342-7490  
 LB No.: 7009

JOB NUMBER 04-047	REVISION	SECTION 15	TOWNSHIP 38	RANGE 18	SCALE 1" = 40'	DATE 7/06	DRAWN BY CSJ	FILE NAME 04-047CD	SHEET 13 OF 19
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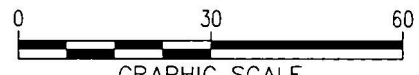
GENERAL NOTES

EXHIBIT

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. REFER TO THE DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF THE UNIT BOUNDARY, LIMITED COMMON ELEMENT (L.C.E.), COMMON ELEMENT AND COMMON AREA. \_\_\_\_\_ INDICATES UNIT BOUNDARY.
3. EVERYTHING EXTERIOR TO THE UNITS ARE COMMON ELEMENTS.
4. INTERIOR WALL CONFIGURATION MAY VARY FROM THE GRAPHIC DEPICTION HEREON.
5. THIS EXHIBIT WAS PREPARED WITH THE USE OF ARCHITECTURAL PLANS PREPARED BY ADP GROUP, INC., SARASOTA, FLORIDA, DATED APRIL 25, 2004.
6. ALL IMPROVEMENTS ARE EXISTING. DIMENSION ARE BASED ON FIELD MEASUREMENTS
7. ABBREVIATIONS  
 AHU = AIR HANDLER UNIT  
 BLDG = BUILDING  
 BR = BEDROOM  
 B.S. = BIKE STORAGE  
 (C) = CALCULATED DIMENSION  
 C.A. = COMMON AREA  
 C.E. = COMMON ELEMENT  
 CL = CLOSET  
 CONC = CONCRETE  
 CORR = CORRIDOR  
 ELEV. = ELEVATOR  
 EL = ELEVATION  
 L# = SEE LINE TABLE  
 L.C.E. = LIMITED COMMON ELEMENT  
 LDRY = LAUNDRY  
 MECH = MECHANICAL  
 MSTR = MASTER  
 NGVD = NATIONAL GEODETIC VERTICAL DATUM 1929  
 PWDR = POWDER ROOM  
 RM. = ROOM  
 SHWR = SHOWER  
 UTIL = UTILITY  
 WIC = WALK-IN CLOSET  
 WH = WATER HEATER



Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.



CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

**THE VILLAS AT BELLAGIO HARBOR VILLAGE**  
 BUILDING 3, FIRST LEVEL, UNITS M2, N2, O2, P2, Q2, & R2  
 FLOOR PLAN AND UNIT BOUNDARY DETAIL  
 SARASOTA COUNTY, FLORIDA

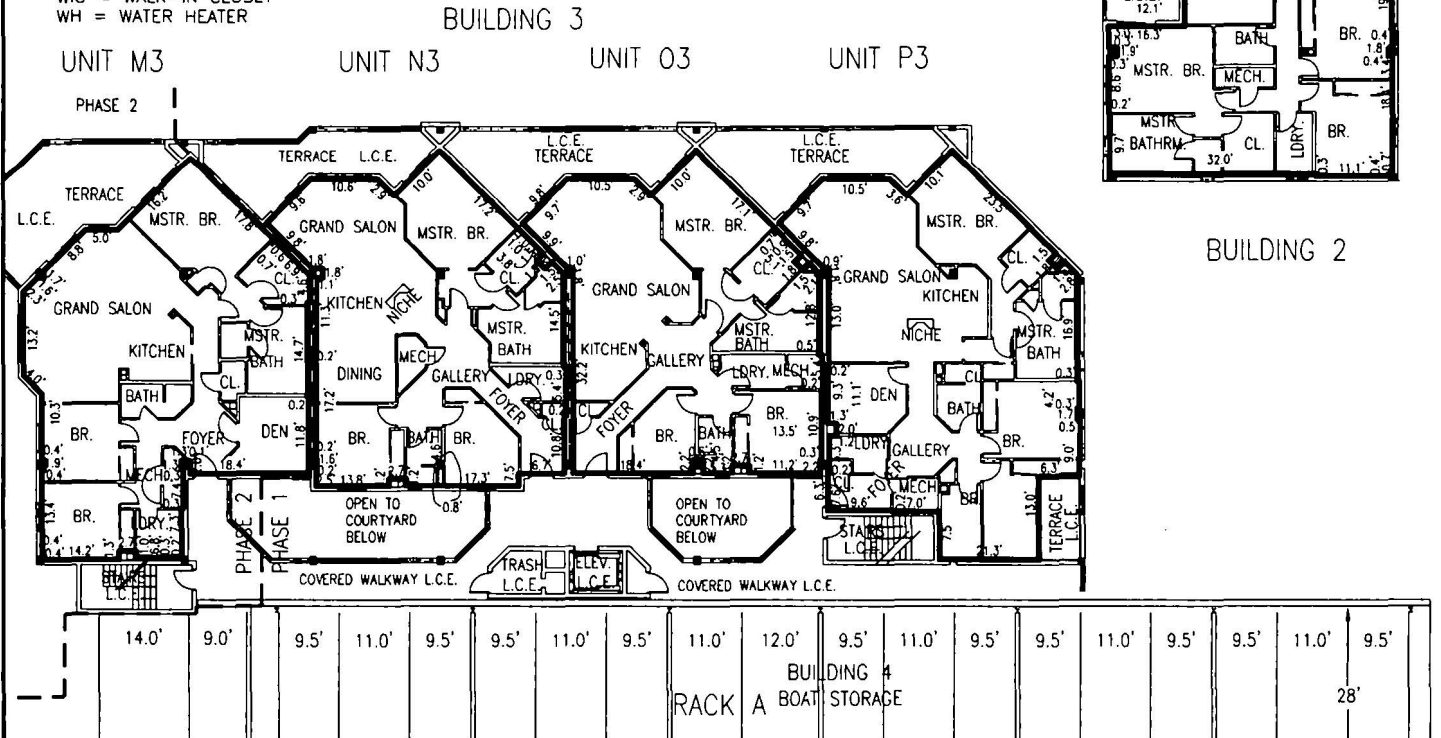
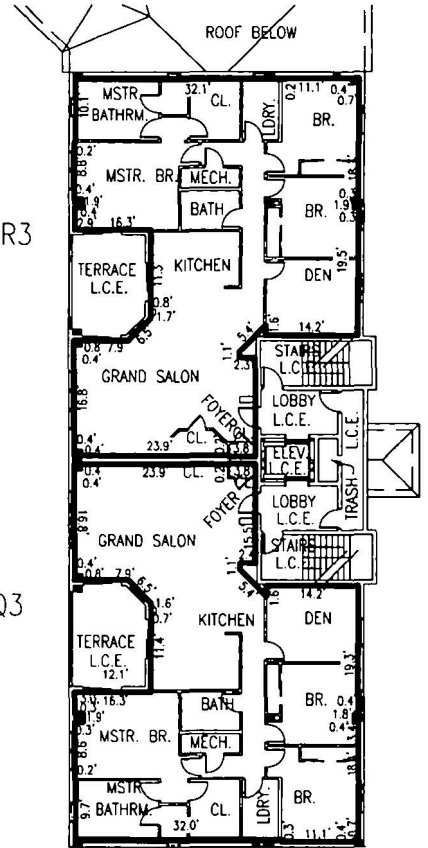
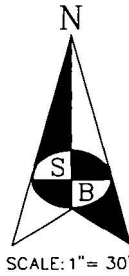
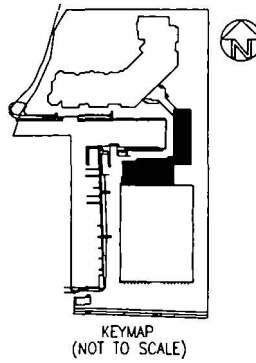
**S B Sampey, Burchett & Knight, Inc.**  
 Professional Surveyors & Mappers  
 1588 Global Court  
 Sarasota, Florida 34240  
 Phone: 941-342-0349  
 Fax: 941-342-7490  
 LB No.: 7009

JOB NUMBER 04-047	REVISION	SECTION 15	TOWNSHIP 38	RANGE 18	SCALE 1" = 30'	DATE 7/06	DRAWN BY CSJ	FILE NAME 04-047CD	SHEET 14 OF 19
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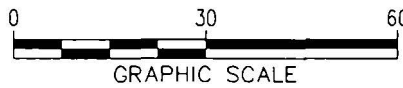
GENERAL NOTES

- DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- REFER TO THE DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF THE UNIT BOUNDARY, LIMITED COMMON ELEMENT (L.C.E.), COMMON ELEMENT AND COMMON AREA. \_\_\_\_\_ INDICATES UNIT BOUNDARY.
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- INTERIOR WALL CONFIGURATION MAY VARY FROM THE GRAPHIC DEPICTION HEREON.
- THIS EXHIBIT WAS PREPARED WITH THE USE OF ARCHITECTURAL PLANS PREPARED BY ADP GROUP, INC., SARASOTA, FLORIDA, DATED APRIL 25, 2004.
- ALL IMPROVEMENTS ARE EXISTING. DIMENSION ARE BASED ON FIELD MEASUREMENTS
- ABBREVIATIONS  
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 CONC = CONCRETE  
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 ELEV. = ELEVATOR  
 EL = ELEVATION  
 L# = SEE LINE TABLE  
 L.C.E. = LIMITED COMMON ELEMENT  
 LDY = LAUNDRY  
 MECH = MECHANICAL  
 MSTR = MASTER  
 NGVD = NATIONAL GEODETIC VERTICAL DATUM 1929  
 PWDR = POWDER ROOM  
 RM. = ROOM  
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EXHIBIT



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CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

THE VILLAS AT BELLAGIO HARBOR VILLAGE,  
 BUILDING 3, SECOND LEVEL, UNITS M3, N3, O3, P3 & BUILDING 2  
 UNITS Q3, & R3 FLOOR PLAN AND UNIT BOUNDARY DETAIL  
 SARASOTA COUNTY, FLORIDA



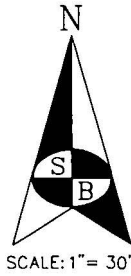
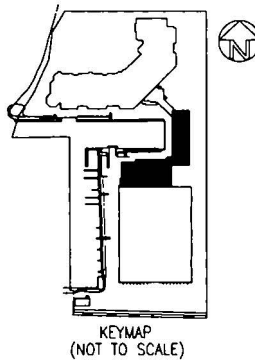
Sampey, Burchett & Knight, Inc.  
 Professional Surveyors & Mappers  
 1588 Global Court  
 Sarasota, Florida 34240  
 Phone: 941-342-0349  
 Fax: 941-342-7490  
 LB No.: 7009

JOB NUMBER 04-047	REVISION	SECTION 15	TOWNSHIP 38	RANGE 18	SCALE 1" = 30'	DATE 7/06	DRAWN BY CSJ	FILE NAME 04-047CD	SHEET 15 OF 19
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GENERAL NOTES

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. REFER TO THE DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF THE UNIT BOUNDARY, LIMITED COMMON ELEMENT (L.C.E.), COMMON ELEMENT AND COMMON AREA. \_\_\_\_\_ INDICATES UNIT BOUNDARY.
3. EVERYTHING EXTERIOR TO THE UNITS ARE COMMON ELEMENTS.
4. INTERIOR WALL CONFIGURATION MAY VARY FROM THE GRAPHIC DEPICTION HEREON.
5. THIS EXHIBIT WAS PREPARED WITH THE USE OF ARCHITECTURAL PLANS PREPARED BY ADP GROUP, INC., SARASOTA, FLORIDA, DATED APRIL 25, 2004.
6. ALL IMPROVEMENTS ARE EXISTING. DIMENSION ARE BASED ON FIELD MEASUREMENTS

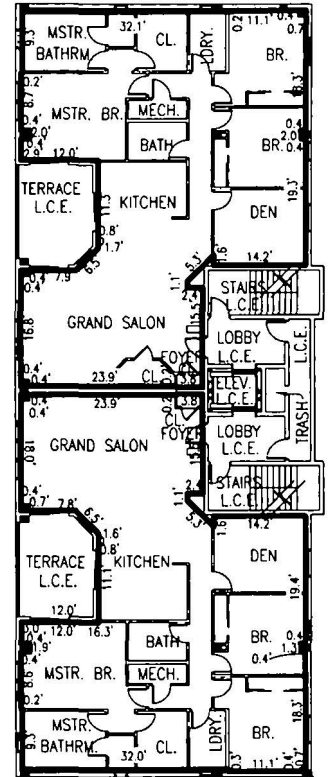
EXHIBIT



SCALE: 1" = 30'

7. ABBREVIATIONS
- AHU = AIR HANDLER UNIT
  - BLDG = BUILDING
  - BR = BEDROOM
  - B.S. = BIKE STORAGE
  - (C) = CALCULATED DIMENSION
  - C.A. = COMMON AREA
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  - PWDR = POWDER ROOM
  - RM. = ROOM
  - SHWR = SHOWER
  - UTIL = UTILITY
  - WIC = WALK-IN CLOSET
  - WH = WATER HEATER

UNIT RPH



UNIT QPH

UNIT MPH  
PHASE 2

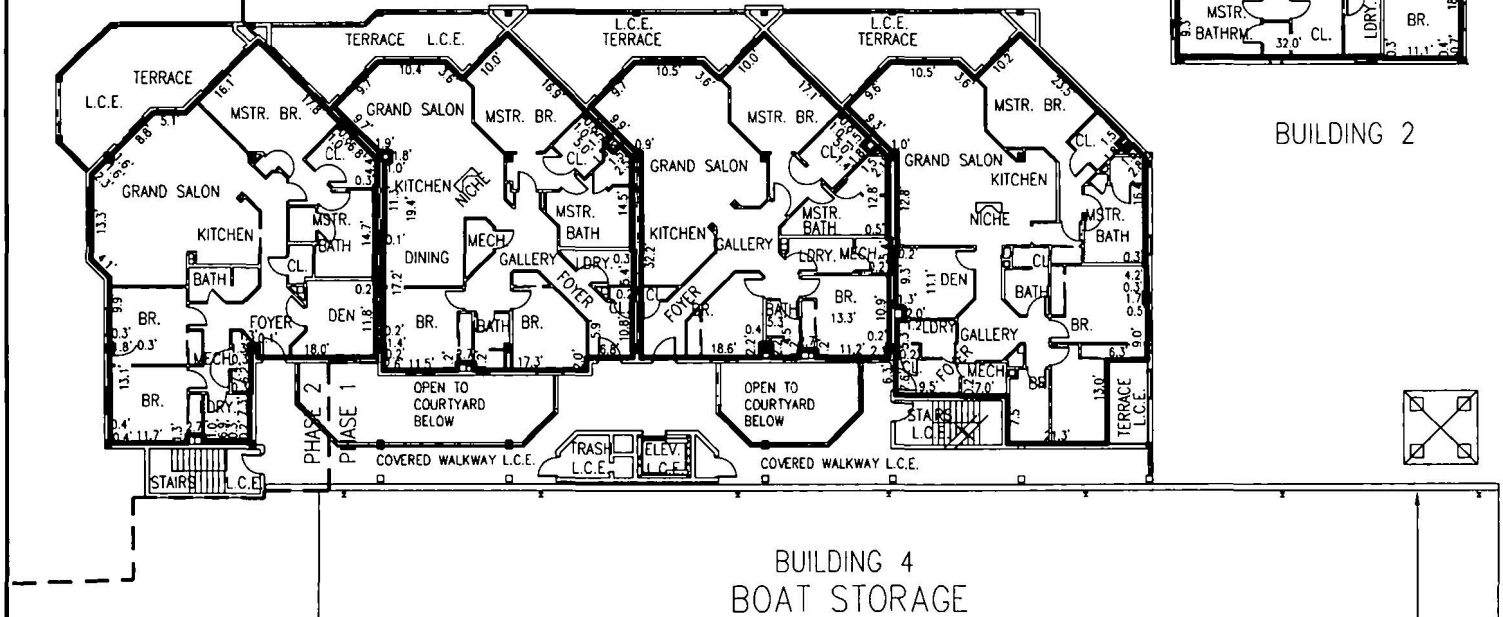
UNIT NPH

UNIT OPH

UNIT PPH

BUILDING 3

BUILDING 2



BUILDING 4  
BOAT STORAGE

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CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

THE VILLAS AT BELLAGIO HARBOR VILLAGE,  
BUILDING 3, THIRD LEVEL, UNITS MPH, NPH, OPH, PPH & BUILDING  
2, UNITS QPH, & RPH FLOOR PLAN AND UNIT BOUNDARY DETAIL  
SARASOTA COUNTY, FLORIDA

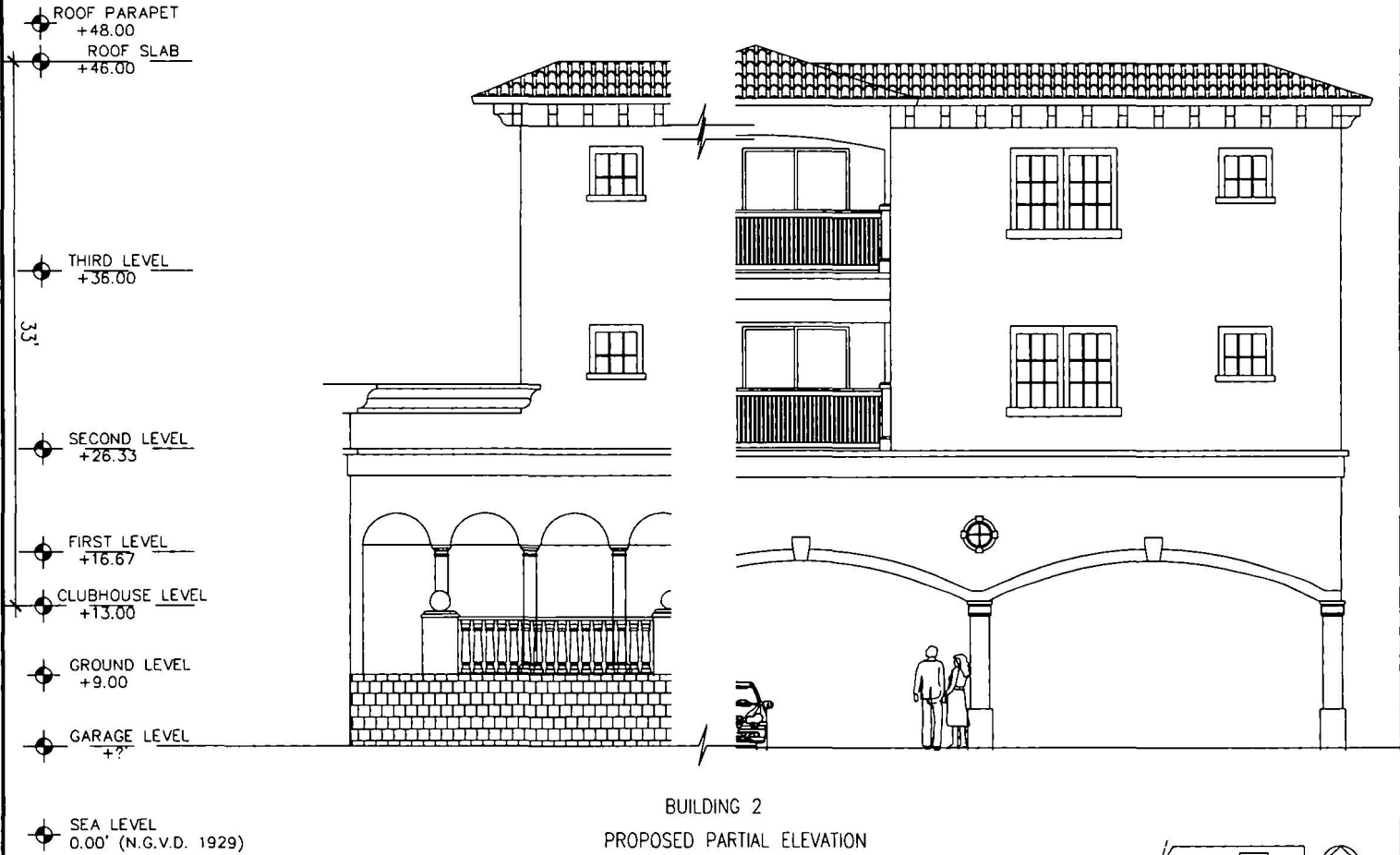


Sampey, Burchett & Knight, Inc.  
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JOB NUMBER 04-047	REVISION	SECTION 15	TOWNSHIP 38	RANGE 18	SCALE 1" = 30'	DATE 7/06	DRAWN BY CSJ	FILE NAME 04-047CD	SHEET 16 OF 19
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# EXHIBIT



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CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

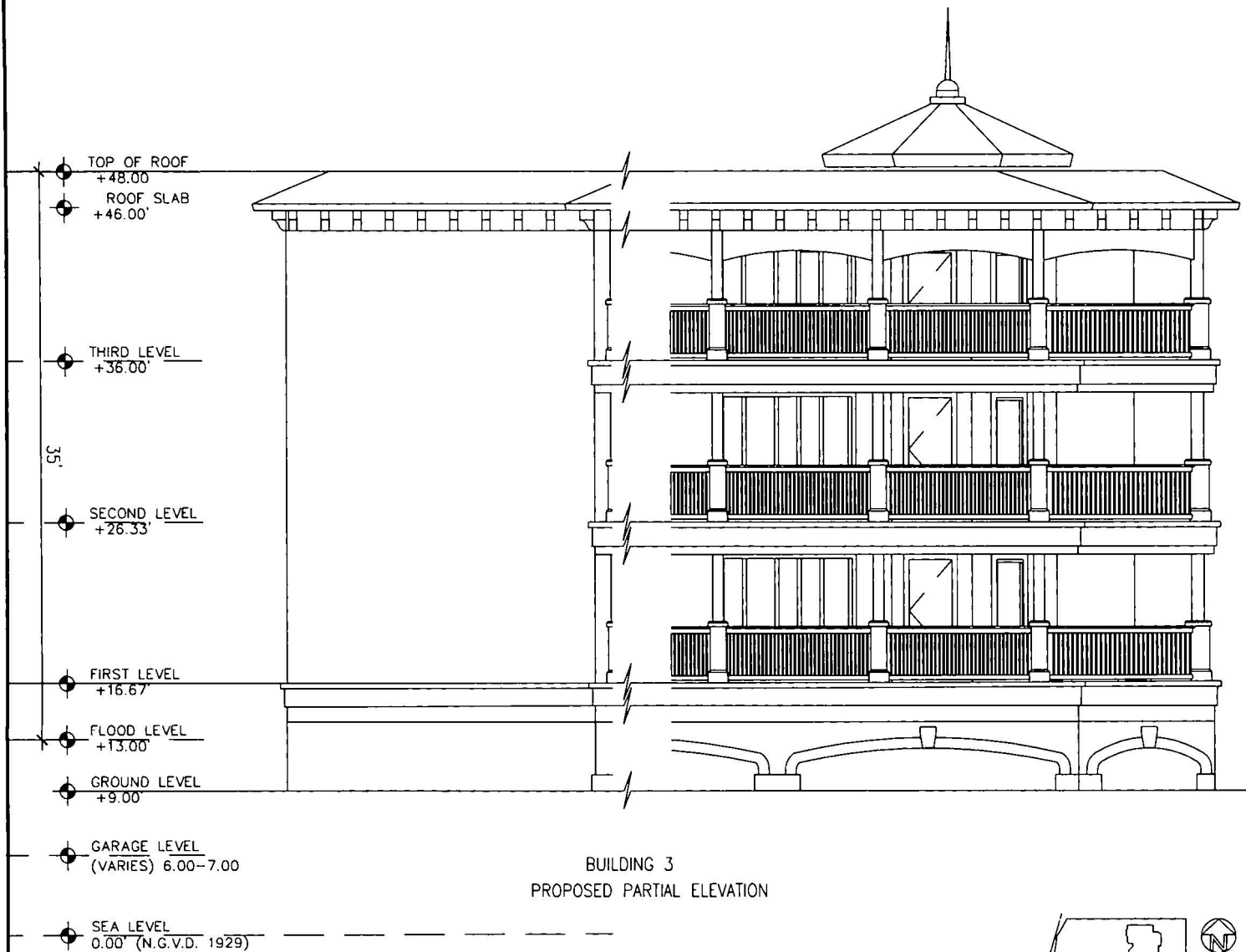
**THE VILLAS AT BELLAGIO HARBOR VILLAGE**  
**BUILDING 2**  
**PROPOSED PARTIAL ELEVATION**  
**SARASOTA COUNTY, FLORIDA**



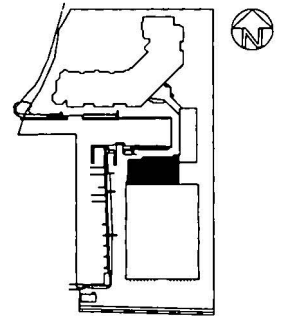
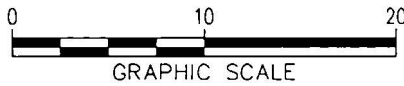
*Sampey, Burchett & Knight, Inc.*  
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 1588 Global Court  
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JOB NUMBER 04-047	REVISION	SECTION 15	TOWNSHIP 38	RANGE 18	SCALE 1" = 10'	DATE 7/06	DRAWN BY CSJ	FILE NAME 04-047CD	SHEET 17 OF 19
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# EXHIBIT



BUILDING 3  
PROPOSED PARTIAL ELEVATION



KEYMAP  
(NOT TO SCALE)

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CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

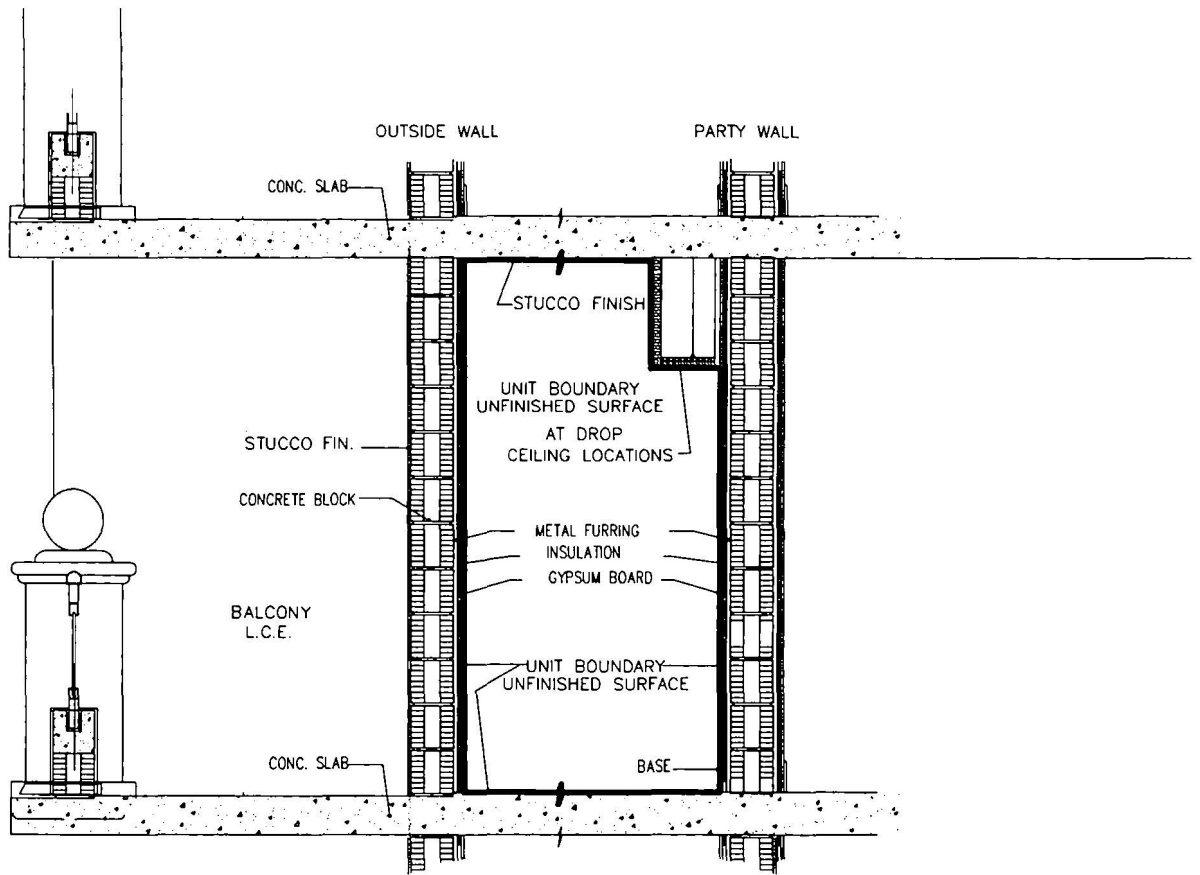
**THE VILLAS AT BELLAGIO HARBOR VILLAGE**  
**BUILDING 3**  
**PROPOSED PARTIAL ELEVATION**  
**SARASOTA COUNTY, FLORIDA**



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JOB NUMBER 04-047	REVISION	SECTION 15	TOWNSHIP 38	RANGE 18	SCALE 1" = 10'	DATE 7/06	DRAWN BY CSJ	FILE NAME 04-047CD	SHEET 18 OF 19
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# EXHIBIT



TYPICAL UNIT BOUNDARY DETAIL

**GENERAL NOTES**

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. REFER TO THE DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF THE UNIT BOUNDARY, LIMITED COMMON ELEMENT (L.C.E.), COMMON ELEMENT AND COMMON AREA.                      INDICATES UNIT BOUNDARY.
3. EVERYTHING EXTERIOR TO THE UNITS ARE COMMON ELEMENTS, UNLESS OTHERWISE NOTED.
4. ABBREVIATIONS  
 BLDG = BUILDING  
 (C) = CALCULATED DIMENSION  
 C.A. = COMMON AREA  
 C.E. = COMMON ELEMENT  
 CONC = CONCRETE  
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 L.C.E. = LIMITED COMMON ELEMENT  
 NGVD = NATIONAL GEODETIC VERTICAL DATUM 1929

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GRAPHIC SCALE

CONDOMINIUM DOCS FOR: DTM DEVELOPMENT, INC.

**THE VILLAS AT BELLAGIO HARBOR VILLAGE**  
**RESIDENTIAL BUILDINGS**  
**PERIMETRIC AND VERTICAL UNIT BOUNDARY DETAIL**  
**SARASOTA COUNTY, FLORIDA**



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*Professional Surveyors & Mappers*  
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JOB NUMBER 04-047	REVISION	SECTION 15	TOWNSHIP 38	RANGE 18	SCALE 1" = 3'	DATE 7/06	DRAWN BY CSJ	FILE NAME 04-047CD	SHEET 19 OF 19
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