

This Instrument Prepared by:
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DECLARATION OF CONDOMINIUM

OF

BEL MARE, A CONDOMINIUM

This Declaration of Condominium of Bel Mare, a condominium, is made, entered into and submitted this 28 day of December, 2006, by Riviera Dunes Development Partners, L.L.C., a Delaware limited liability company, hereinafter referred to as the "Developer", for itself, its grantees, designees, successors, substitutes and assigns. Developer makes and agrees to the following declarations, submittal statements, terms, provisions, conditions, easements, reservations, limitations and covenants:

ARTICLE I

Purpose and Submittal Statement

The purpose of this Declaration is to submit, and the Developer hereby submits, the fee simple title to the land described in Exhibit "A" hereto and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, located on and intended for use in connection therewith to the condominium form of ownership and use in the manner provided by chapter 718, Florida Statutes, as amended, herein referred to as the "Condominium Act" as it exists on the date of recording this Declaration, excluding therefrom, however, all public utility installations, cable television lines and other similar equipment, if any, 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 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. No time-share estates are or will be created with respect to any Unit in the Condominium.

ARTICLE II

Identification

2.1. Name and Address. The name by which this condominium Property is to be identified is Bel Mare, a Condominium, and its address is 130 Riviera Dunes Way, Palmetto, Florida 34221.

2.2. The Land. The legal description of the Land owned by Developer in fee simple, which is hereby submitted to the condominium form of ownership, is the land lying in Manatee County, Florida, more particularly described in Exhibit "A" attached hereto, together with and subject to the easements, encumbrances, restrictions of record and other matters set forth therein or hereinafter described in this

Declaration or any of the exhibits hereto. The Developer and the Developer's surveyor may make non-material changes and corrections in the legal description of the Land.

ARTICLE III
Definitions

3.1 Assessment. "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owners.

3.2 Association. "Association" means Bel Mare Condominium Association, Inc., a Florida corporation not for profit, which is responsible for the operation and management of the Condominium, and its successors and assigns.

3.3 Board of Administration. "Board of Administration" or "Board" means the Board of Directors of the Association who are responsible for the administration and management of the Association.

3.4 Board of Directors. "Board of Directors" means the Board of Directors of the Association.

3.5 Building. "Building" means the structures on the Condominium Property in which the Units are located, and, where the context requires, the other buildings, if any, located in the Condominium, if any.

3.6 Bylaws. "Bylaws" means the Bylaws of the Association existing from time to time.

3.7 Common Elements. "Common Elements" means the portions of the Condominium Property which are not included in the Units.

3.8 Common Expenses. "Common Expenses" means all expenses and assessments which are properly incurred by the Association for or relating to the Condominium and all expenses for which Unit Owners are liable to the Association. Common Expenses shall include, but are not limited to, the following:

3.8.1. Costs and expenses of administration of the Condominium and the Association and costs and expenses of maintenance, operation, repair and/or replacement of Association Property and the Common Elements (including the Limited Common Elements, except as otherwise expressly provided in this Declaration), and of all portions of the Units to be maintained by the Association, including, but not limited to:

3.8.1.1. Fire, other casualty, flood, liability, workers' compensation and other insurance as provided herein.

3.8.1.2. Administrative costs and expenses of the Association, including professional fees and expenses.

3.8.1.3. Costs and expenses of water supply, sewage disposal and treatment service to the Common Elements and electricity to service the Common Elements and the Association Property, (costs and expenses of water supply and sewage disposal and treatment service to the individual Units shall not be Common Expenses, but shall be the responsibility of individual Units), cost and expenses of pest control service to the Common Elements, cost and expense of garbage disposal and trash removal service to the Common Elements (cost and expense of garbage disposal and trash removal service to the Units shall not be Common Expenses, but shall be the responsibility of individual Units), and the costs and expenses of other utilities which are not metered to the individual Condominium Units.

3.8.1.4. Labor, materials and supplies used for or in conjunction with the maintenance, operation, repair and replacement of Association Property and the Common Elements and Limited Common Elements except as otherwise expressly provided herein.

3.8.1.5. Costs and expenses of repairing damages to the Condominium Property in excess of insurance coverage.

3.8.2. Costs and expenses of management of the Condominium, including the following:

3.8.2.1. Salary of a manager, if any, his or her assistants and agents, and related employer taxes and employee benefits, if any.

3.8.2.2. Management fees payable to an outside management company, if any.

3.8.2.3. Other expenses incurred in the management of the Condominium Property.

3.8.3. The cost and expense of acquiring, owning, managing, operating, maintaining, repairing and replacing all land, improvements and personal property owned or leased by the Association and such additional land, improvements and personal property as may be purchased by the Association through action of the Board of Administration.

3.8.4. All other costs and expenses that may be duly incurred by the Association through its Board of Administration from time to time in operating, protecting, managing and conserving the Condominium Property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration or the Bylaws.

3.8.5. All other costs and expenses declared Common Expenses by provisions of the Condominium Act, this Declaration or the Bylaws.

3.8.6. Any valid charge against the Condominium Property as a whole.

3.9. Common Surplus. "Common Surplus" means the excess of all receipts of the Association collected on behalf of a Condominium, including, but not limited to, assessments, rents, profits, and revenues on account of Common Elements, over the Common Expenses.

3.10. Condominium. "Condominium" means all of the Condominium Property as a whole when the context so permits, as well as the meaning stated in the Florida Condominium Act.

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

3.12. Condominium Parcel. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

3.13. Condominium Plat. "Condominium Plat" means the survey, plot plan and plat annexed hereto as Exhibit "B" and incorporated herein by this reference.

3.14. Condominium Property. "Condominium Property" means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights.

3.15. Declaration or Declaration of Condominium. "Declaration" means this Declaration, as it may be amended from time to time.

3.16. Delegate Member. "Delegate Member" means a designated representative of the Association who is entitled to cast the votes of Regular Members in accordance with the Master Declaration.

3.17. Developer. "Developer" means Riviera Dunes Development Partners, L.L.C., a Delaware limited liability company, its designees, successors, substitutes and assigns.

3.18. Guest. "Guest" means any person (other than the Owner and his family, or if the Unit is subject to a lease, the tenant and his family) who is physically present in, or occupies a Unit on a temporary basis at the invitation of the Owner, tenant, or other permitted Occupant, without the payment of consideration.

3.19. Improvements. "Improvements" means all structures and all portions thereof, and artificial changes to the natural environment (exclusive of landscaping), located on the Condominium Property, including, but not limited to, the Buildings.

3.20. Institutional Lender or Institutional First Mortgagee. "Institutional Lender" or "Institutional First Mortgagee" means and shall be construed to include, but not be limited to, banks, savings and loan associations, insurance companies, mortgage bankers, mortgage brokers, agencies of the U.S. Government, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Veterans Administration ("VA") and construction lender(s) for the Condominium, and other lenders generally regarded in the lending profession as institutional lenders, including affiliates thereof, holding a mortgage on the Condominium or any portion thereof or on a Unit or Units.

3.21. Land. "Land" means the real property owned by the Developer in fee simple (and easements, if any) being submitted to condominium ownership by this Declaration as Bel Mare, a Condominium, including airspace lying above and subterranean space lying below such surface.

3.22. Limited Common Elements. "Limited Common Elements" means those Common Elements, if any, which are reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units as specified in this Declaration or in any Exhibits hereto.

3.23. Master Association. "Master Association" means Riviera Dunes Master Association, Inc., a Florida corporation non for profit, the entity responsible for the administration of the Master Declaration.

3.24. Master Declaration. "Master Declaration" means the Master Declaration of Covenants, Conditions, Restrictions and Easements for Riviera Dunes Master Association, Inc., as recorded in the Official Records Book 1616, at Page 4557, *et. seq.*, of the Public Records of Manatee County, Florida, as the same has been and may be amended and supplemented from time to time.

3.25. Neighborhood. "Neighborhood" means a part of Riviera Dunes including Lots, Parcels, Neighborhood Property, or any combination thereof, subject to the Master Declaration and other development documents, as more particularly defined and established pursuant to the Master Declaration. This Condominium shall constitute a Neighborhood for the purposes set forth in the Master Declaration.

3.26. Neighborhood Assessment. "Neighborhood Assessment" means the recurring periodic Assessment for each Owner's share of the budgeted Neighborhood Common Expenses, as more particularly set forth in the Master Declaration.

3.27. Neighborhood Association. "Neighborhood Association" means an association responsible for the operation, management or administration of a Neighborhood in accordance with the Neighborhood documents, all as more particularly defined and established pursuant to the Master Declaration. The Condominium Association shall constitute a Neighborhood Association for the purposes set forth in the Master Declaration.

3.28. Neighborhood Common Expense. "Neighborhood Common Expense" means a Common Expense for Exclusive Common Property or other areas, easements or facilities that benefits only a Neighborhood and/or a Parcel, all as more particularly defined and established in the Master Declaration.

3.29. Occupant. "Occupant" means a person or persons in lawful possession of a Unit, including, where the context permits or requires, the Owner or Owners thereof.

3.30. Operation. "Operation" or "Operation of the Condominium" means and includes the administration, repair, maintenance, replacement and management of the Condominium Property.

3.31. Regular Members. "Regular Members" means Members of the Master Association, other than the Declarant of the Master Declaration, prior to the Turnover Date, as defined and set forth in the Master Declaration.

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

3.33. Special Assessment. "Special Assessment" means any assessment levied against Unit Owners other than the assessment required by a budget adopted annually.

3.34. Surface Water Management System. "Surface Water Management System" or "Surface Water Management System Facilities" means the surface water management system located on the Condominium Property that is approved and regulated by Southwest Florida Water Management District.

3.35. Unit. "Unit" means a part of the Condominium Property which is subject to exclusive ownership as defined by the Condominium Act.

3.36. Unit Floor Plans. "Unit Floor Plans" or "Floor Plan" means the Condominium Floor Plans currently available for this Condominium, and annexed hereto as Exhibit "B" and incorporated herein by this reference.

3.37. Unit Owner. "Unit Owner" means a record owner of legal title to a Condominium Parcel.

3.38. Utility Services. "Utility Services," as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration, Articles and Bylaws, utility services shall include, but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, garbage, trash and sewage disposal, cable television and internal telephone and security system, if any.

3.39. Voting Interests. "Voting Interests" means the voting rights distributed to and held by the Association's members pursuant to the Condominium Act and this Declaration.

ARTICLE IV
Description of Condominium

4.1. Survey, Graphic Description of Improvements and Plot Plan. A survey of the Land, a graphic description of the Improvements in which Units are located and a Condominium Plat thereof, which together with this Declaration are in sufficient detail to identify the Common Elements and each Unit and provide an accurate representation of their relative locations and approximate dimensions, appear on that certain Condominium Plat of the Condominium being recorded herewith in Condominium Book 36, at Page 103 of the Public Records of Manatee County, Florida, a copy of which is annexed hereto as Exhibit "B," and which Plat is hereby incorporated herein by reference. The Unit Floor Plans presently available are depicted in Exhibit "B" to this Declaration. The configuration, location, and size of each Unit whose construction has been substantially completed as of the recording of this Declaration, and the Floor Plan for each such Unit, is shown in Exhibit "B" to this Declaration.

In the event the actual physical location of any Unit at any time does not precisely coincide with the Condominium Plat and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in the Condominium Plat and subsequent amendments. In the event of a total or substantial destruction of a Building, the location, dimensions and descriptions of the Unit(s) contained therein as set forth in the Condominium Plat and subsequent amendments will control.

4.2. Common Elements. The Common Elements of the Condominium shall include the following:

4.2.1. The Land described herein and all Improvements thereon, except for Units as shown on the aforementioned Condominium Plat and except for the Limited Common Elements.

4.2.2. The Property and installations in connection therewith required for the furnishing of Utility Services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing installations, including easements through the Unit necessary to provide such Utility Services; provided, however, Developer reserves the ownership of all main utility lines and equipment and all central television antenna signal distribution wires, lines and equipment that are installed by Developer within the boundaries of this Condominium and reserves the right to convey the same to the Association, Manatee County or an agency thereof, Florida Power & Light Company, other entities providing Utility Services to the Condominium, or such other person or legal entity as Developer may deem appropriate.

4.2.3. There is also appurtenant to each of the Units, easements, as needed, for encroachments benefiting such Unit resulting from minor construction deviations or variations and shifting and settling processes and easements, as needed, for storm water drainage and runoff from roofs from Units on to other Units and Common Elements. The streets, walks and other rights-of-way serving the Units as part of the Common Elements necessary to provide reasonable access to the public ways are hereby made subject to non-exclusive easements for ingress and egress for the benefit of the Units and for the benefit of the Developer, its successors and assigns for the purpose of providing vehicular and pedestrian ingress and egress to the Units and to property contiguous to the Condominium and for the purpose of installation, maintenance, repair and replacement of the utilities serving the Condominium and any property contiguous to the Condominium.

4.3. Limited Common Elements. In addition to the areas designated on the Plat as Limited Common Elements, the following shall be deemed to be Limited Common Elements, the use of which shall be limited to those Unit Owners to whom such use is assigned by or pursuant to the provisions of this Declaration, amendments thereto, or assignments executed by the Developer or by the Association:

4.3.1. Parking Garages, Parking Spaces and Storage Spaces. Each Unit shall be assigned not less than one (1) specific parking space and storage space located within the interior of the Buildings of the Condominium, as more particularly shown and identified in the Condominium Plat ("Assigned Parking Space(s)" and "Assigned Storage Space(s)"). In addition to the foregoing, each penthouse unit (as shown on the Condominium Plat) shall be assigned one (1) specific enclosed parking garage ("Enclosed Parking Garage") located within the interior of the Buildings of the Condominium, as more particularly shown and identified in the Condominium Plat. Notwithstanding anything contained in the Condominium Documents to the contrary, the Developer reserves the right to sell and assign all remaining parking spaces and/or storage spaces ("Remaining Parking Space(s)" and "Remaining Storage Space(s)") located within the interior of the Buildings of the Condominium, not otherwise previously assigned or conveyed to specific Unit Owners. All such Enclosed Parking Garage(s) and Assigned and Remaining Parking Space(s) and Storage Space(s) shall be deemed Limited Common Elements appurtenant to the Units to which they are assigned or conveyed, or as otherwise specifically designated on the Plat, and shall be maintained and repaired by the Association, the expense of which shall be a Common Expense. Each Unit Owner who shall own a Remaining Parking Space and/or a Remaining Storage Space located within the interior of the Buildings of the Condominium shall have the right to further sell, assign or convey such Remaining Parking Space and/or Remaining Storage Space to other Unit Owners of the Condominium. In no event shall any Remaining Parking Space or Remaining Storage Space be assigned or conveyed to any person or entity who is not an Owner of a Unit in the Condominium. All Enclosed Parking Garages and Assigned and Remaining Parking Space(s) and Storage Space(s) shall be assigned and transferred with Units pursuant to deeds or other assignment documents, and shall be for the exclusive use of such Unit and its occupants. A sale, transfer or encumbrance of a Unit shall automatically, without specifically mentioning such Enclosed Parking Garage, Assigned and Remaining Parking Space(s) and Storage Space(s), and without the execution or recording of any further instruments, transfer or encumber such Enclosed Parking Garage, Assigned and Remaining Parking Space(s) and Storage Space(s). The Developer shall provide additional general unassigned parking around the exterior perimeter of the Buildings of the Condominium for the use and convenience of the Unit Owners and their guests. All such additional general unassigned parking (as well as any Remaining Parking Spaces and/or Remaining Storage Spaces which have not been assigned or conveyed to specific Unit Owners, if any) shall be deemed Common Elements, and shall be maintained and repaired by the Association, the expenses of which shall be a Common Expense.

4.3.2. The heating and air-conditioning equipment, lines and conduits servicing a particular Unit shall be deemed a Limited Common Element appurtenant to the Unit being served by such equipment. The cost and expense of maintaining, repairing, servicing and replacing all heating and air-conditioning equipment, lines and conduits servicing a particular Unit, whether located within or outside of a Unit, shall not be a Common Expense, but rather shall be the sole responsibility of the Owner(s) of the Unit being served by such equipment. The foregoing notwithstanding, the Association shall be responsible for maintaining, servicing and replacing all heating and air conditioning equipment lines and conduits servicing a particular Unit, but not located within the boundaries of such Unit, at the sole cost and expense of the Owner(s) of the Unit being served by such equipment. The Unit Owner, however, shall be responsible for maintaining, servicing and replacing all heating and air conditioning equipment, lines and conduits located within the interior of its Unit, at its sole cost and expense. The Association shall be responsible for maintaining, servicing and replacing all heating and air conditioning equipment, lines and conduits serving the Common Elements of the Association, the cost and expense of which shall be deemed a Common Expense of the Condominium.

4.3.3. Entry Areas. Each entry area shown on the Condominium Plat as a Limited Common Element shall be a Limited Common Element reserved for the exclusive use of the Unit which it adjoins, as designated on the Condominium Plat.

4.3.4. Windows, Screens and Doors. All windows, screens and doors and garage doors, including all hardware, locks and framings therefore, serving a Unit that are located outside the boundaries of the Unit shall be Limited Common Elements, reserved for the exclusive use of the Unit.

4.3.5. Porches, Balconies and Lanais. Any porch, balcony or lanai attached to and serving exclusively a Unit shall be a Limited Common Element as shown on the Condominium Plat as such. The Unit Owner shall be responsible for all cleaning, and the Association shall be responsible for all painting and maintenance. No porch or lanai may be carpeted, covered or enclosed in any way without the prior written approval of the Board of Administration. The maintenance, repair and replacement of such approved carpeting, covering or enclosure shall be the responsibility of the Unit Owner. Maintenance, repair and replacement of screening, where permitted, shall be the responsibility of the Unit Owner.

4.3.6. Others. Any part of the Common Elements that is connected to and exclusively serves a single Unit, and is specifically required in 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.

4.4. Easements. Each of the following easements are hereby granted, reserved and otherwise created in favor of the Developer, its grantees, successors and assigns, and the Unit Owners and other Occupants of Units in this Condominium and their guests and invitees (and in favor of public or private utility companies serving the Condominium, but as to such utility companies only where expressly specified in the Condominium Plat or by separate instrument executed by the Association and of record or recorded subsequent to the date hereof) and are covenants running with the title to the Condominium Property, and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the Land of the Condominium from the Condominium to the extent reasonably required to enable the companies to provide their respective services.

4.4.1. Utilities and Drainage. Drainage easements and easements for all water, sewer, electrical, telephone, cable TV and other utility lines and mains and drainage ditches, lines and structures, previously, now or hereafter providing service to the Condominium and/or the Units, the installation, repair, maintenance and replacement thereof and as may subsequently be required for utility services in order to adequately serve the Condominium and/or all Units, provided, however, easements through a Unit shall only be according to the plans and specifications for the Building containing the Unit or as the Building is actually constructed, unless approved in writing by the Unit Owner. The foregoing utility easements are and shall also be in favor of all utility companies servicing the Condominium to the extent reasonably required to enable the companies to provide their respective services.

4.4.2. Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across all sidewalks, jogging paths, bicycle paths, other paths, walks and lanes, as the same may from time to time exist upon the Common Elements, and, for vehicular traffic over, through and across the private streets, roads and drives, and such other portions of the Common Elements as may from time to time be paved and intended for such purposes, but the same shall not give or create in any person the right to drive or park upon any portions of the Condominium Property except those intended to be used for such purposes and reasonably suited therefor. For purposes hereof, Common Elements shall be deemed to include the Common Elements of all Phases of the Condominium submitted to Condominium ownership. This easement shall also be in favor of police, fire, emergency and service personnel while providing services to the Condominium or the Unit Owners. This easement shall not include those areas designated as Limited Common Elements.

4.4.3. Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any

encroachment shall hereafter occur as a result of (i) construction of the Improvements, (ii) settling or shifting of the Improvements, (iii) any alteration or repair to the Common Elements made by or with the consent of the Association, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand.

4.4.4. Support and Use for Party Walls. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements. Where a common or equal wall serves two (2) or more Units, each Unit so served shall have a non-exclusive easement of use and support of such party wall.

4.4.5. Construction. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, provided such activity does not prevent or unreasonably interfere, in the opinion of the Developer, with the use or enjoyment by the Unit Owners of the Condominium Property.

4.4.6. Sales and Promotional Activity. For as long a period of time as the Developer is no longer offering any unsold Units in any phase of the Condominium in the ordinary course of business, the Developer, its designees, successors and assigns, shall have the right to use any such Units and all parts of the Common Elements for model apartments and sales/administrative offices, to show model apartments and any unsold Units and the Common Elements to prospective purchasers and tenants, to erect on the Condominium Property signs and other promotional display materials, to advertise Units for sale or lease and for any other similar purposes the Developer deems appropriate in its opinion.

4.4.7. Maintenance and Repairs. An easement and right of the Association or its designees to enter over, through and upon all the Condominium Property and Units for the purpose of maintaining, repairing and replacing any portions of the Condominium and Units which are the responsibility of the Association.

4.4.8. Twenty Foot (20') Ingress/Egress and Pedestrian Easement. Developer sets aside, grants and conveys a twenty foot (20') wide ingress, egress and pedestrian easement over, under and across that portion of the contemplated Phases II, III and IV which have not yet been submitted to Condominium ownership, all as more particularly shown and identified as the "20' Ingress/Egress and Pedestrian Easement" on the Condominium Plat attached hereto (referred to solely in this Paragraph as the "Easement Premises"). Each Unit Owner, and their respective guests, invitees, and tenants shall have the right of ingress and egress and pedestrian access over, through, and across the Easement Premises for access to and from the Phase I property.

4.4.9. Reservation of Additional Rights in Developer. Until such time as Developer has completed the Condominium together with the construction of all permitted improvements, and the Developer is no longer offering any unsold Units in any phase of the Condominium in the ordinary course of business, all easements, including but not necessarily limited to, ingress and egress, utilities and drainage easements are hereby reserved and shall exist through, in, over and upon the Condominium Property as may be required, convenient or desirable by Developer for the completion of the contemplated development of the Condominium and the permitted improvements thereupon, and the sale of the Units. In addition to the foregoing, and notwithstanding anything contained in any Condominium Documents to the contrary, the Developer reserves the right, at any time prior to the transfer of control of the Association to the Unit Owners

of the Condominium pursuant to the Condominium Act, to relocate, in its sole discretion, any easements, and/or improvements and facilities located or constructed therein from that shown on the Condominium Plat.

4.5. Additional Declaration of Easements. In addition to the foregoing, the Condominium shall be subject to and burdened by other easements, restrictions and agreements of record, including, but not limited to, that certain Declaration of Easements for Riviera Dunes, recorded in Official Records Book 1677, at Page 1381, *et.seq.*, and the Declaration of Easements for Riviera Dunes Waterfront, recorded in Official Records Book 1688, at Page 4367, *et.seq.*, each of the Public Records of Manatee County, Florida.

4.6. Association's Right to Amend and Create Additional Easements. The Association shall at all times have the right, power and authority to declare and create, convey and dedicate, modify and amend, from time to time, without joinder and consent of any Unit Owner, mortgagee, or lienor, reasonable easements over, upon, in and through the Condominium Property for drainage, utility or other purposes and for ingress and egress provided, however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not unreasonably interfere with the peaceful and lawful use and enjoyment of the Condominium Property and the Units by the Unit Owners.

4.7. Amendment to Declaration to Reflect Substantial Completion. All persons having any interest or rights in or acting with reference to this Condominium, whether as contract purchasers, grantees, mortgagees, lienors or otherwise, acknowledge and agree that if, at the time of the execution and recording of this Declaration and the Exhibits attached hereto and the Condominium Plat, the Condominium or any part thereof is not substantially completed, they irrevocably agree for themselves and their heirs, grantees, personal representatives, successors and assigns that the Developer by itself has the right to amend this Declaration and the Exhibits as may be necessary or desirable from time to time to identify, locate dimensions, and submit the improvements, Units and Common Elements as and when the construction of each portion thereof is substantially completed. At such time as the construction of the Condominium or any portion thereof is substantially completed, the Declaration shall be amended to reflect such substantial completion and to include the certificate(s) required by the Florida Condominium Act. Such an Amendment when signed and acknowledged by the Developer shall constitute an Amendment to this Declaration, without approval of the Association, other Unit Owners or contract vendees, lienors or mortgagees of Units or of the Condominium or any other person, whether or not elsewhere required for an Amendment.

ARTICLE V The Units

5.1. The Units. The Units of the Condominium are more particularly described in this Declaration and in the Condominium Plat attached as Exhibit "B" to this Declaration, and the rights and obligations of the Unit Owners are established as provided for herein.

5.2. Unit Identification. Each Unit shall be given an identifying designation consisting of a Building number and the Unit number identifying the specific Unit within such Building. Such identifying designation shall be depicted on the Plat. No Unit shall bear the same identifying designation as any other Unit. The identifying designation of a Unit is also the identifying designation of the Condominium Parcel of which such Unit forms a part.

5.3. Unit Boundaries. Each Unit shall include that part of the Building containing the Unit which lies within the boundaries of the Unit, which boundaries shall be determined in the following manner:

5.3.1. Upper and Lower Boundaries. The upper and lower boundaries of the Units shall be the following boundaries extended as horizontal planes, when necessary, to intersect with the perimetrical boundaries described below.

5.3.1.1. The upper boundaries shall be the lower surface of the unfinished ceiling slab.

5.3.1.2. The lower boundaries shall be the upper surface of the unfinished floor slab.

5.3.2. Perimetrical Boundaries. The perimetrical boundaries of Units shall be the following boundaries extended as vertical planes when necessary to intersect with the upper and lower boundaries described above.

5.3.2.1. Exterior Building Walls. The perimetrical boundaries shall be the inner most unfinished surface of the exterior wall of the building containing such Unit.

5.3.2.2. Interior Building Walls. The perimetrical boundaries shall be the inner most unfinished surface of the interior walls separating units.

5.3.3. Boundaries - Further Defined. The boundaries of the Unit shall not include all of those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls and those surfaces above the undecorated finished ceilings of each Unit, and those surfaces below the undecorated finished floor of each Unit, and further shall not include those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, columns or any other portion of the building which contributes to its support.

5.3.4. 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 the frameworks thereof. Therefore, windows, doors, screens and all framings, casings and hardware therefor, are excluded from the Unit.

5.3.5. 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.

5.3.6. Exceptions. In cases not specifically covered in this Section 5.3., or in any case of conflict or ambiguity, the graphic depictions of the Unit boundaries set forth in Exhibit "B" to this Declaration shall control in determining the boundaries of a Unit, except the provisions of 5.3.5. above shall control over Exhibit "B".

5.4. 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:

5.4.1. An undivided ownership share in the Land and other Common Elements and the Common Surplus, as specifically set forth herein.

5.4.2. Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "C" and "D" respectively.

5.4.3. The exclusive right to use the Limited Common Elements reserved for the Unit, and the non-exclusive right to use the Common Elements.

5.4.4. Other appurtenances as may be provided by law or by this Declaration and its exhibits.

5.5. Ownership of Common Elements and Common Surplus. Bel Mare is a phase Condominium. This Declaration of Condominium submits Phase I to condominium ownership. There are a total of four (4) contemplated phases, as more particularly described in Exhibit "B," annexed hereto. When there is a purchase of a Condominium Unit in this Condominium, the Unit Owner becomes vested in a fee simple interest in and to the subject Condominium Unit. The ownership and undivided shares of the respective Condominium Units in the Common Elements and the Common Surplus shall be shared equally; and shall be equivalent to a fraction, the numerator of which shall be one (1), and the denominator of which shall be equal to the total number of Units in all phases theretofore submitted to Condominium ownership. When each subsequent phase is added, the Condominium Units in each such additional phase will commence their sharing of the Common Elements and Common Surplus, if any, in accordance with the provisions of this Declaration of Condominium. Upon each subsequent phase being added to this Condominium, the percentage of ownership of the Common Elements and Common Surplus, if any, of each respective Unit shall be reduced accordingly. If subsequent phases are not developed and added as a part of this Condominium, then the percentage of ownership of the Common Elements and Common Surplus, if any, will not be reduced, and the percentage shall remain constant among all Units and all phases then existing.

5.6. Air Conditioning and Heating. In the event a heating and air conditioning system serving only one Unit is located outside the boundaries of the Unit, such equipment shall be deemed to be a Limited Common Element reserved for the exclusive use of the Unit; however, the maintenance, repair and replacement of such equipment shall be the responsibility of the Association, and the expense of which shall be the sole responsibility of the Unit Owner served by such equipment.

5.7. Air Conditioning and Heating. In the event a heating and air conditioning system serving only the Unit is located outside the boundaries of the Unit, such equipment shall be deemed to be a Limited Common Element reserved for the exclusive use of the Unit, however, the maintenance, repair and replacement shall be the responsibility and obligation of the Unit Owner served by the equipment.

5.8. 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 passes with the title to the Unit, whether or not separately described. No Unit 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 in any manner except as an appurtenance to the Units.

5.9. Liability for Common Expenses. The Owner of each Unit shall be liable for a proportionate share of the Common Expenses, such share being the same as the undivided share of the Common Elements appurtenant to the Unit.

5.10. Alteration of Boundaries Between and Size of Abutting Units and of Interior Design and Layout of Units and Combining Abutting Units By Developer. The Developer shall have the right, without the vote or consent of the Association or Unit Owners, to: (i) make alterations, additions or improvements in, to and upon Units owned by Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size of Developer-owned Units by combining separate Developer-owned Units into a single Unit, or otherwise; and (iv) reapportion among the Developer-owned Units affected by such change in size pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Surplus and Common

Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in doing so. In making the above alterations, additions and improvements, the Developer may relocate and alter a Common Element adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units into adjacent Common Elements, provided that such relocation and alteration does materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by changes of the Developer made pursuant to this Section, shall be effected by the Developer alone, without the vote or consent of the Association or Unit Owners (or their mortgagees), except to the extent that the same shall constitute a material amendment, in which event, the material amendment must be approved by the record Owner of the Unit, and all record Owners of liens affecting such Unit, and at least a majority of all of the record Owners of all other Units. The provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

5.11. Amendment of Declaration by Developer to Reflect Alteration of Boundaries Between or Size of or Interior Design and Layout of Units or Combining of Units. The Developer shall reflect such a change, modification, alteration or Amendment in the boundaries between such abutting Units, in the size of such abutting Units or in the interior design, layout or arrangement of Units or the combination of two or more Units into one Unit (as described in Article 5.10) above by filing an Amendment to the Condominium Plat prepared by a licensed Florida surveyor and an Amendment to the Condominium Declaration.

In the event such an Amendment changes the boundary lines between two (2) abutting Units, such Amendment to the Declaration shall not redistribute between the two (2) Units involved the interest in the Common Elements and share of the Common Surplus.

In the event the Developer by such Amendment combines two or more Units to create one new and larger Unit, the interest in the Common Elements and the Common Surplus and the share of the Common Expenses previously assigned and appurtenant to the Units being combined shall be automatically reassigned to the new and larger Unit.

Such Amendment to the Declaration shall be executed with the formality required by law for the execution of a deed, need be signed by the record owner(s) of the Unit(s), the mortgagee(s) holding a mortgage on the Unit(s), (and at least a majority of all of the record Owners of all other Units in the Condominium only if the Amendment shall constitute a material Amendment pursuant to the Florida Condominium Act), and shall be filed and recorded in the Public Records of Manatee County, Florida, and shall be effective from and after the date it is file and recorded.

Such Amendment to the Condominium Plat need be executed only by a licensed Florida Land Surveyor, and shall be filed in the Condominium Plat Book of Manatee County, Florida.

ARTICLE VI

Use and Occupancy Restrictions

6.1. Use and Occupancy Restrictions. In order to provide for the congenial and harmonious use and occupancy of the Condominium Property and to protect the value of the Units, the use and occupancy of the Condominium Property and each Unit shall be in accordance with the provisions hereinafter set forth.

6.2. Occupancy and Use of Units. Each of the Units shall be used and occupied as a single family residence only, except as may be otherwise herein expressly provided.

6.3. Corporations, Partnerships and Other Entities. The sale transfer or lease of a Unit to a corporation, partnership, trust or other entity shall be conditioned upon the prior designation by the purchaser, transferee or tenant, as the case may be, of the one single family or individual that will use the Unit as a single family residence. No transient or general tourism type use of a Unit by a corporation, partnership, trust or other entity shall be permitted. The single family or individual designated as the user and occupant of the Unit owned by a corporation, partnership, trust or other entity shall not be changed more than twice during any one calendar year except in connection with the approved sale, transfer or lease of the Unit. Use of a Unit owned by a corporation, partnership, business, trust or other entity by others than the designated single family or individual shall be subject to the same restrictions and limitations contained in the Declaration and/or the Rules and Regulations of the Association on the leasing, lending and/or loaning of Units that are applicable to the other Units.

6.4. Subdivision of Units Prohibited. Except as expressly reserved to the Developer, no Unit may be divided or subdivided for purposes of sale, transfer or lease.

6.5. Prohibitions. No owner, tenant or other occupant of a Unit shall:

6.5.1. Paint or otherwise change the appearance of the exterior of the Unit or the Building or of any exterior wall, door, window, screen patio, balcony, terrace or any other exterior surface; place any sunscreen, blinds or awning on any terrace or exterior surface or opening without prior written approval of the Board; place any draperies, blinds or curtains at or over the windows or doors of any unit without a solid, light color exterior liner acceptable to the Board; tint, color or otherwise treat or apply anything to any window or door which will adversely or materially change or affect the uniform exterior appearance of the Building in the opinion of the Board; plant, place or maintain any plant or Landscaping outside of a Unit except upon prior written approval of the Board; erect or install any exterior lights or signs; place any signs or symbols in or on windows or doors; erect, place or attach any structures or fixtures within or to the Common Elements; nor any of the foregoing without the prior written consent of the Board;

6.5.2. Make any structural alterations to any Unit or to the Common Elements provided, however, this shall not prevent the erection, removal or modification of non-support carrying interior partitions wholly within the Unit; nor fasten any fixtures, or objects to walls, floors or ceilings that would damage any structural portions of the Common Elements or utilities or electrical lines or heating or air conditioning ducts or mains;

6.5.3. Fail to conform to and abide by the Declaration and Bylaws and the uniform Rules and Regulations in regard to the use of the Units, the Association Property and the Common Elements which may be adopted from time to time by the Board, or fail to allow the Association to enter the Unit at any reasonable time, when necessary for maintenance, repair or replacement of Common Elements or emergency repairs necessary to prevent damage to Common Elements or another Unit(s).

6.5.4. Erect, construct or maintain any wires, aerials, antennas, satellite dishes, receiving dishes, garbage or refuse receptacles or other equipment or structures on the exterior of the Building or the Unit or on any of the Common Elements, except with the prior written consent of the Board.

6.5.5. Obstruct ingress or egress to the other Units or the Common Elements.

6.5.6. Hang or display any laundry, garments or other unsightly items or objects which are visible outside of the Unit.

6.5.7. Allow anything to remain in the common areas which would be unsightly or hazardous.

6.5.8. Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each Unit, the Association Property and the Common Elements shall at all times be kept in a clean, safe and sanitary condition.

6.5.9. Make use of the Common Elements and/or Association Property in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment, except as otherwise expressly provided herein and except for the Limited Common Elements as herein provided.

6.5.10. Subject a Unit to a partition action in any court and all Unit Owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such an action.

6.5.11. Park, maintain or keep commercial vehicles, trucks, motorcycles, campers, trailers, mobile homes, motor homes, recreational vehicles, and similar vehicles in any parking area or elsewhere in the Condominium, except service vehicles during the time their occupants are actually serving a Unit or the Common Elements; provided, however, this shall not prevent the maintenance and parking of such vehicles as may be essential and necessary to transport handicapped persons such as their wheelchairs or other similar devices.

6.5.12. Use any garage, terrace, landing or stairway or the Common Elements for outdoor cooking of any nature, except balconies appurtenant to a Unit and those areas, if any, designated by the Board for such purposes and designated by this Declaration for such use.

6.5.13. Permit the installation of any objects or flooring in a Unit the weight of which (together with any padding or insulating materials), would exceed the approved load limit for the area involved.

6.5.14. Install or permit the installation of storm or other shutters, awnings, shades or coverings over exterior windows, glass doors or other exterior surfaces without the prior written approval of the Board of Directors. Notwithstanding the foregoing, Hurricane Shutters may be installed pursuant to Hurricane Shutter Specifications promulgated by the Board.

6.5.15 Notwithstanding anything else contained herein to the contrary, any Unit Owner may display one portable, removable United States flag in a respectful way, pursuant to Florida Statute Section 718.113(4), and on Armed Forces' Day, Memorial Day, Flag Day, Independence Day and Veterans' Day may display in a respectful way portable, removable official flags, not larger than 4½' x 6' which represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

6.6. Pet Restrictions. A maximum of two (2) domesticated pets (e.g., a dog or a cat) may be maintained in a residential Unit provided such pets are: (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies, terraces, patios and/or in lanai areas, (iii) generally, not a nuisance to residents of other Units, and (iv) not a pit bull or other breed considered to be dangerous by the Board of Directors; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing, and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, the Developer, each Unit

Owner and the Association in such regard. No tenants, guests or invitees of a Unit Owner shall be permitted to bring pets or animals of any kind on the Condominium Property. No pets shall be allowed to roam free upon the Condominium Property, or allowed to become a nuisance to the other Unit Owners. Further, all pets must be leashed at all times when not located in a Condominium Unit, and may be walked only in designated areas. Pets may only be taken in the service elevator(s), if any exist in the Condominium (as opposed to the passenger elevators). No goats, pigs, chickens, pigeons, livestock or other obnoxious animals, fowl, arachnids, insects or reptiles shall be kept or permitted to be kept as household pets. Any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefor. If, in the opinion of the Board, a permitted pet has become a nuisance, the Board shall have the right to require the pet to be removed permanently from the Condominium Property upon seven (7) days written notice to the Unit Owner.

6.7. Common Elements. The Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units and their occupants and as otherwise herein provided.

6.8. Nuisances. No nuisance as defined by the Association shall be allowed upon the Condominium Property. Nor shall any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents be allowed, except for the sales, administrative, marketing and promotional activities of the Developer.

6.9. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

6.10. Leasing or Loaning. Leasing or renting of a Unit by a Unit Owner is not prohibited but is restricted. No portion of a Unit (nor the entire Unit) may be rented or leased for a term of less than thirty (30) consecutive days. The Association may by rule and regulation require any Unit Owner desiring to rent or lease a Unit to submit in writing to the Association a letter setting forth the name of the lessee, and supply such information as may be required by the Association. The Unit Owner shall be jointly and severally liable with the tenant to the Association to repair any damage to the Condominium resulting from any acts or omissions of tenant or tenant's guests (as determined in the sole judgment of the Association) and to pay for injury or damage to property caused by the negligence of the tenant or tenant's guests. All leases shall be, as are hereby made, subordinate to any lien filed by the Association, whether prior to or subsequent to such lease.

The Board of Administration of the Association may, by rule and regulation, restrict and limit the loaning or lending of Units by the Unit Owners. Tenants may not loan or lend the Unit they are renting.

During the period of time that a Unit is leased or loaned to others, the Unit Owner and the Unit Owner's family or guests shall not have the right to use or occupy the Association Property or Common Elements of the Condominium except as a guest in the presence of the tenant, if leased, or occupant, if loaned, of the Unit.

6.11. Surface Water Management System Facilities Restrictions. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. If the project includes a wetland mitigation area, as the same is defined in Section 1.7.24 of Southwest Florida Water Management District's Basis of Review, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written

approval from the Southwest Florida Water Management District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit issued by the Southwest Florida Water Management District may be conducted without specific written approval from the Southwest Florida Water Management District. The operation and maintenance of the Surface Water Management System Facilities, as well as the re-inspection reporting, shall be performed in accordance with the terms and conditions of the Environmental Resource Permit issued by the Southwest Florida Water Management District. The Southwest Florida Water Management District has the right to take enforcement measures, including a civil action for injunction and or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities. The restrictions shall be in effect for at least 25 years, with automatic renewal periods thereafter.

6.12. Rules and Regulations. Uniform Rules and Regulations concerning the use of the Units the Association Property and the Condominium Property, including the project's recreational facilities, may be made and amended from time to time by the Association, in the manner provided in the Articles or Bylaws. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners, occupants and Institutional Lenders on request.

6.13. Proviso. Notwithstanding anything herein contained, until Developer has sold and/or transferred all of the Units in all phases of the Condominium, neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the sale or lease of the Units. Developer may make such use of the unsold Units and Common Elements as may facilitate such completion and sale or lease, including, but not limited to, maintenance of a sales office, a model, the showing of the property, the display of signs, and the right to have a rental/lease program if economic conditions so warrant.

ARTICLE VII

Maintenance, Repair, Replacement; Additions, Alterations and Improvements

7.1. Maintenance, Repair, Replacement, Additions, Alterations and Improvements. The responsibility for the maintenance, repair and replacement of the Condominium Property and restrictions upon additions, alterations and improvements thereto shall be as hereinafter provided.

7.2. Maintenance, Repair and Replacement By the Association. The Association shall maintain, repair and replace, as part at the Association's Common Expenses:

7.2.1. All portions of a Unit (except interior surfaces and coverings) contributing to the support of the Building in which the Unit is located, which portions shall include, but not be limited to, exterior walls and interior demising or party walls of the Building, roofs, structural components, floor and ceiling joists and slabs, load-bearing columns and load-bearing walls;

7.2.2. All conduits, ducts, plumbing, pipes, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit to be maintained by the Association, and all such conduits, ducts, plumbing, pipes, wiring and other facilities contained within a Unit that service part or parts of the Condominium other than or in addition to the Unit within which they are contained;

7.2.3. All air conditioning and heating equipment providing service to the Common Elements, and, the master cooling tower and appurtenant facilities and equipment, but not the heating and air-conditioning equipment serving only a particular Unit;

7.2.4. All exterior surfaces, including screens and glass, except for those that are the responsibility of the Unit Owners;

7.2.5. All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association;

7.2.6. All grounds, landscaping, and recreational facilities and amenities throughout the Condominium.

7.3. Maintenance, Repair and Replacement By the Unit Owner. The obligation and responsibility of each Unit Owner for maintenance, repairs and replacement, at the Unit Owner's sole cost and expense, shall be as follows:

7.3.1. To maintain, repair and replace, all portions of the Unit (except the portions to be maintained, repaired and replaced by the Association), including, but not limited to, paint, finishes, floor coverings, wall and/or ceiling coverings, wallpaper and decoration of all interior walls, floors and ceiling coverings, all built-in shelves, cabinets, counters, storage areas and closets; all refrigerators, stoves, ovens, disposals, dishwashers, and other kitchen equipment; all appliances in the Unit; all bathroom fixtures, equipment and apparatus; all Landscaping and plants located within the interior of a Unit; all doors and windows including sliding glass doors, except those that are designated as Limited Common Elements; all non-load bearing and non-structural room partitions and dividers; and all furniture, furnishings and personal property contained within the Unit. In the event an Owner fails to properly maintain and repair the Unit or fulfill the obligations under this Article, the Association, at the direction of the Board of Administration, may make such repairs as the Board may deem necessary and the cost thereof shall be recovered from such defaulting Unit Owner. The Association shall be entitled in any action for collection from such Unit Owner to recover the cost of any repairs it shall make, plus interest at the highest lawful rate per annum and reasonable attorneys' fees and expenses incurred by the Association in the collection thereof. Such work shall be done without disturbing the rights of other Unit Owners.

7.3.2. To regularly service, inspect, and maintain such air conditioning and heating system, lines and conduits located within the interior of its Unit, and to ensure that such equipment is in a clean and good working order, and to repair and replace such equipment located within the interior of its Unit.

7.3.3. Each Unit Owner shall promptly report to the Association any defects, damage or need for repairs for which the Association is responsible that comes to the attention of the Unit Owner.

7.4. Additions, Alterations or Improvements by Unit Owners. The following restrictions shall apply to additions, alterations, and improvements by Unit Owners:

7.4.1. No Unit Owner shall make any additions, alterations or improvements in or to the Common Elements, or to any Limited Common Element, unless otherwise provided herein specifically to the contrary.

7.4.2. No Unit Owner shall paint or otherwise decorate or change the appearance or architecture of all or any portion of the exterior of the Building, the Unit or the Limited Common Elements or Common Elements without the prior written consent of the Board of Administration, except as may be otherwise expressly provided herein.

7.4.3. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such additions, alterations or improvements in such Unit Owner's Limited Common Elements

within thirty (30) days after such request and all additional information requested by the Board is received, and the failure to so answer within the stipulated time shall constitute the Board's consent, provided that during such period, the Board shall have the absolute right, with or without cause, to reject any such request.

7.4.4. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.

7.4.5. Once approved by the Board, such approval may not be revoked thereafter.

7.4.6. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed for such Owner, and his heirs, personal representatives, successors and assigns, to indemnify and hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and such Unit Owner shall be solely responsible for the maintenance, repair, replacement and insurance thereof as may be required by the Association.

7.4.7. If the Owner fails to construct the addition, alteration or improvement in the manner approved, the Owner shall be obligated to make all corrections necessary and if such Owner fails to do so, the Association, upon notice to the Owner, may make such corrections and demand payment from such Owner all the cost of such correction and to seek collection therefrom upon nonpayment.

7.4.8. The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board.

ARTICLE VIII

Assessments

8.1. Assessments. The Association has the power to levy and collect Assessments against each Unit Owner in order to provide the necessary funds for the proper operation and management of the Condominium and for the operation of the Association, including regular Assessments for each Unit's share of the Common Expenses as set forth in the annual budget, and Special Assessments for non-recurring or unbudgeted Common Expenses. The Association may also levy special charges against any individual Unit for any amounts other than Common Expenses which are properly chargeable against such Unit under this Declaration or the Bylaws of the Association. The making and collection of Assessments against the Unit Owners for the Common Expenses shall be pursuant to the Condominium Act, the Bylaws of the Association and the provisions hereinafter provided. Developer hereby guarantees that the Assessment for Common Expenses of the Condominium for the period beginning upon the date of the first conveyance of a Unit to an Owner other than the Developer and ending December 31st of that same year will not exceed \$546.30 per Unit per month. Developer reserves the right, at its discretion, to provide for an additional guarantee of Common Expenses for an additional one (1) year period upon the condition that any Assessment for the subsequent year will not exceed \$546.30 per Unit per month for the period beginning January 1st of the year following the expiration of the initial guarantee period and ending December 31st of that same year. Developer reserves the right, at its discretion, to provide for an additional guarantee of Common Expenses for an additional one (1) year period upon the condition that any Assessment for the subsequent year will not exceed \$546.30 per Unit per month for the period beginning January 1st of the year following the expiration of the second guarantee period and ending December 31st of that same year. Developer reserves the right, at its discretion, to provide for an additional guarantee of Common Expenses for an additional one (1) year period upon the condition that any Assessment for the subsequent year will not exceed \$546.30 per Unit per month for the period beginning

January 1st of year following the expiration of the third guarantee period and ending December 31st of that same year. Each of the foregoing guarantees only apply to that portion of the budget without reserves (i.e., the guarantees do not include a guarantee of reserves). Developer agrees to pay any amount of Common Expenses (excluding reserves) incurred during the guarantee period in excess of the Assessments received from other Unit Owners at the applicable guaranteed level. In consideration for this guarantee, Developer shall be excused from the payment of its share of the Common Expenses with respect to any Units owned by it during the guarantee period, as provided by Section 718.116(9)(a)(1) Florida Statutes. Any Common Expenses incurred during the period of time in which the Developer has guaranteed the level of Assessments resulting from a natural disaster or an act of God occurring during the stated period of time referenced herein, which are not covered by the proceeds from insurance maintained by the Association, may be assessed against all Unit Owners owning Units on the date of such natural disaster or act of God, and their respective successors and assigns, including the Developer with respect to the Units owned by the Developer. In the event of such an Assessment, all Units shall be assessed in accordance with Section 718.115(2), Florida Statutes. In accordance with, and pursuant to Section 718.112(2)(f)(2), Florida Statutes, the requirement for reserves will be waived for the first two (2) fiscal years of the Association by the Developer, as owner of all the Condominium Units, at the time the Declaration of Condominium is recorded. Unless the members of the Association determine by majority vote on an annual basis to waive reserves for any future fiscal year, reserves will be provided in future annual budgets of the Association.

8.2. Share of Common Expenses. The responsibility of the respective Condominium Units in and for the Common Expenses shall be shared equally; and shall be equivalent to a fraction, the numerator of which shall be one (1), and the denominator of which shall be equal to the total number of Units in all phases theretofore submitted to Condominium ownership. When each subsequent phase is added, the Condominium Units in each such additional phase will commence their sharing of the Common Expenses in accordance with the provisions of this Declaration of Condominium. Upon each subsequent phase being added to the Condominium, the percentage responsibility of the Common Expenses of each respective Unit shall be reduced accordingly. If subsequent phases are not developed and added as a part of the Condominium, then the percentage responsibility the Common Expenses will not be reduced, and the percentage shall remain constant among all Units and all phases then existing.

8.3. Annual Budget of Common Expenses. The Annual Budget of Common Expenses for the Association and the Condominium shall be adopted by the Board.

8.4. Right of Association to Collect Interest and Late Charges. The Association shall have the right to collect interest on and late charges on delinquent Assessments. The rate of interest and the amount of the late charges payable shall be uniform, shall not exceed those permitted by law and shall either be set forth in the Bylaws of the Association or, if not, shall be established from time to time by the Board.

8.5. Interest, Late Charges, Application of Payment. Assessments and installments of such Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all such sums not paid on or before ten (10) days after the date when due shall bear interest at the maximum rate of interest allowed by law from the date when due until paid and shall be subject to late charges as determined by the Board from time to time. The late fee shall be in addition to interest and shall be in an amount equal to the lesser of \$25.00 or five percent (5%) of each installment of the Assessment of each delinquent installment that the payment is late. All payments upon account shall be first applied to interest, if any, and then to any late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent Assessment. All interest collected shall be credited to the general expense account.

8.6. Right of Association to Accelerate Assessments. In the event a Unit Owner becomes more than thirty (30) days delinquent in the payment of any installment of an Assessment and a Claim of Lien is

recorded in the Public Records of Manatee County, Florida, the Association shall have the option and right, in addition to all other rights and remedies it may have with respect to the delinquent Assessment, of accelerating the obligation of such delinquent Owner to pay (i.e. the due date of) the remaining balance of the Assessments due from the Unit Owner for the current fiscal year of the Association. The entire accelerated Assessment shall be due, at the Association's option, upon its execution and recording of its Claim of Lien in the Public Records of Manatee County, Florida, and mailing of its Notice of Acceleration to the delinquent Unit Owner. Such delinquent Unit Owner shall also be obligated to promptly pay any and all interim Assessment increases occurring after the acceleration of the unpaid installments (i.e. the balance) of the Assessment by the Association.

8.7. Lien For Assessments. There shall be a lien on each Unit for unpaid Assessments, together with interest as provided by the Condominium Act, which shall also secure the costs, expenses and reasonable attorney's fees incurred by the Association incident to the collection of such Assessments and/or the preparation, enforcement and foreclosure of such lien, whether suit is filed or not, and, whether such legal fees are for negotiations, trial, appellate or other legal services. The lien is perfected upon recording a Claim of Lien in the Public Records of Manatee 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 and charges coming due prior to the entry of a Certificate of Title. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

8.8. Priority of Lien. Except as set forth herein, the lien is effective from and shall relate back to the date of recording of this Declaration of Condominium. However, as to first mortgages of record, the lien is effective from and after recording of the Claim of Lien. No lien shall continue for a longer period than one (1) year after the Claim of Lien has been recorded unless, within that time, an action to enforce the lien is commenced in a court of competent jurisdiction.

8.9. 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 waiving any lien rights. The Association is entitled to recover its reasonable attorney's fees and costs incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

8.10. Rental Pending Foreclosure. In any action involving a foreclosure of a lien for Assessments, the Owner of a Unit subject to the lien may be required by the Court in its discretion, if occupying the Unit during the pendency of the foreclosure, to pay reasonable rental for the Unit during the period of such occupancy and the Association shall be entitled to the appointment of a receiver to collect the same.

8.11. Transfer of Ownership of Foreclosed Unit. If a foreclosure action is brought against the Owner of a Condominium Parcel and the interest of the Owner in the Condominium Parcel is sold, the Owner's membership shall be canceled and membership shall be issued to the purchaser at the foreclosure sale.

8.12. Liability for Assessments Upon Transfer of Unit. A Unit Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The liability of a first mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee's acquisition of title is to be determined pursuant to Section 718.116 of the Florida Condominium Act, as amended.

8.13. Certificate As To Assessments. Within fifteen (15) days after request by a Unit Owner, Unit purchaser or mortgagee, the Association shall provide a certificate 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.

8.14. Schemes or Devices to Avoid Liability for Assessments. The liability of a Unit Owner or Unit Owners for Assessments may not be avoided or abated by the Unit Owner(s) by waiving or abandoning, either voluntarily or involuntarily, the use of the Unit or the Common Elements or by an interruption in or an interference with the availability of or use of the Unit or Common Elements to the Unit Owner.

ARTICLE IX **Association**

9.1. Association. The operation of the Condominium shall be by Bel Mare Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the provisions herein set forth. Notwithstanding anything hereinafter contained or implied to the contrary, the Association shall fulfill its functions and obligations without discriminating against any Unit Owner or any group of Unit Owners.

9.2. Articles of Incorporation of the Association. A copy of the Articles of Incorporation of the Association is attached to this Declaration as Exhibit "C".

9.3. Powers. The Association shall have all of the powers and duties reasonably necessary to operate the Condominium Property as set forth in the Condominium Act, this Declaration and the Articles of Incorporation and Bylaws of the Association, and as the same may be amended from time to time. It shall also have the power prior to and subsequent to the recording of this Declaration to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in real and personal property, including, but not limited to country clubs, club houses, and other recreational facilities, whether or not contiguous to the Land of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of Unit Owners and to declare the expenses of rental, membership fees, operation, replacements and other undertakings in connection therewith to be Common Expenses and may make such covenants and restrictions respecting the use of the facilities not inconsistent with the Condominium Act as may be desired. The Association shall also have the power to contract for the management of the Condominium and to delegate to the manager all of the powers and duties of the Association except such as are specifically required by this Declaration, the Bylaws of the Association or the Condominium Act to have the approval of the Board or the membership of the Association.

9.4. Additional Powers of Association. The Association shall have the irrevocable right of access into any Unit during reasonable hours (except in the event of an emergency, in which case the Association shall have access at any hour) when necessary to make repairs and to do other work necessary for the proper maintenance, repair or replacement of any Common Elements of the Condominium. The Association shall also have the right and power to grant and relocate easements, licenses and permits over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. The Association shall also have the power to adopt and amend rules and regulations governing the details of the operation and use of the Condominium Property.

9.5. Obligations of the Association. The Association shall have all of the obligations imposed upon it by the Condominium Act. In addition, the Association shall make available to Unit Owners and to all Institutional Lenders holding a mortgage on any Unit in the Condominium and to insurers of any mortgages current copies of the Declaration, the Articles of Incorporation of the Association, the Bylaws of the

Association, the Rules and Regulations, or other items within the official records for inspection during normal business hours and copying thereof at the expense of the inspecting party. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the person seeking copies.

The Association shall also make available to prospective purchasers current copies of the Declaration of Condominium, the Articles of Incorporation of the Association, the Bylaws of the Association, the Rules and Regulations of the Condominium and the most recent annual financial statement of the Association. The Association may charge a reasonable fee for such copies.

If the Federal Housing Administration, Veterans' Administration, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation owns or insures a mortgage on a Unit in the Condominium, the Association shall prepare and furnish to such agency upon request an audited financial statement of the Association for the immediately preceding fiscal year of the Association.

It is the responsibility of the Association to operate and maintain the Surface Water Management System.

9.6. Bylaws. The administration and management of the Association and the operation of the Condominium Property shall be governed by the Bylaws, a copy of which is attached as Exhibit "D" to this Declaration.

9.7. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for the injury or damage, other than the cost of maintenance and repair which shall be shared equally by all Units, caused by any latent condition of the property to be maintained by the Association, or caused by the elements or other owners or persons.

9.8. Restraint Upon Assignment of Shares and Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, encumbered or transferred in any manner, except as an appurtenance to the Unit.

9.9. Approval or Disapproval of Matters. Whenever a decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner in an Association meeting, unless the joinder of all record Owners is specifically required by this Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association.

9.10. Membership and Voting Interests and Rights. All Unit Owners in the Condominium are and must be members of the Association. The Owner(s) of each Unit shall be entitled to cast one (1) vote for each unit owned as provided in the Bylaws of the Association.

9.11. Right of Association to Cancel Contracts. To the extent provided for pursuant to Florida Statute 718.302, the Association shall have the right to terminate any contract or lease entered into by the Association prior to the turnover of the control of the Association by the Developer.

9.12. Developer's Right to Control and Manage Association During Development and Sales Period. The Developer has and hereby reserves the right to control the management and operation of the Condominium and the affairs and decisions of the Association and its Board of Administration during the development and sales period of the Condominium by electing initially all and thereafter a majority of the Directors of the

Association in accordance with Section 718.301 of the Condominium Act and the Articles of Incorporation of the Association attached as Exhibit "C" hereto.

9.12.1. When Unit Owners other than the Developer own 15 percent or more of the Units in a Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board of Administration of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of the Association, upon the first of the following events to occur:

9.12.1.1. Three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or

9.12.1.2. Three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or

9.12.1.3. When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

9.12.1.4. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

9.12.1.5. Seven years after recordation of the Declaration of Condominium.

The Developer is entitled to elect at least one member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least 5 percent of the Units. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of requiring control of the Association or selecting the majority members of the Board of Administration.

9.12.2. Notwithstanding the foregoing, the Developer may terminate such right of control at any time by relinquishing and waiving such right in writing and turning over control of the Board of Administration and the Association to the Unit Owners, who shall accept such turnover.

9.12.3. During the period the Developer retains such control, the Developer shall have the right to take all actions, make all decisions, and do all things on behalf of the Association, to the extent permitted in Chapter 718, Florida Statutes, including but not limited to, the right to enter into contracts on behalf of the Association for the purchase of property and for maintenance, operation and management of the Association and the Condominium, the maintenance, repair and replacement of the Condominium and property and facilities serving the Condominium, the determination of budgets and assessments and the levy and collection of Assessments against the Unit Owners and the enactment and enforcement of Uniform Rules and Regulations governing the ownership, occupancy and use of the Units and the Condominium Property.

9.12.4. While exercising such control and management, however, the Developer shall observe the format and formalities of the Association's corporate regime and structure, including maintenance of all required minutes, books and records and the provision of the Condominium Act and any rule promulgated thereunder.

ARTICLE X

Required Membership in Master Association and Related Information

10.1. Condominium Subject to Master Declaration. This Condominium is subject to all of the terms and provisions of the Master Declaration, and constitutes a Neighborhood, as described and defined in the Master Declaration.

10.2. Membership in Neighborhood Association. Each Owner is also a Regular Member of the Master Association. For purposes of voting in the Master Association, each Unit is entitled to one (1) vote, which vote, however, shall be cast by the Delegate Member on behalf of the Owners in accordance with the Master Declaration and its exhibits. The Delegate Member for this Condominium shall be selected by the Board of Directors.

10.3. Neighborhood and Master Association Assessments and Collection. The Master Association has the authority to levy assessments against Units in this Condominium in accordance with the Master Declaration, and has a lien against such Units for all assessments so levied. The Association shall act as a collection agent for the Master Association fees, assessments and charges levied with respect to the Units in the Condominium.

10.4. Architectural Review Committee. Modifications and other alterations and improvements to the Condominium Property may require the approval of the Architectural Review Committee (as defined and provided for in the Master Declaration), in addition to any approval required from the Association.

10.5. Adjacent Lake and Waterfront Views. Included in Phase I of the Condominium is a lake which forms a part of the Condominium Property, as more particularly shown and identified on the Condominium Plat. The Developer neither guarantees nor represents that any particular view over and across any body of water (whether lakeview or otherwise) will be preserved without impairment or change, and any express or implied easements for view purposes, or for the passage of light and air, are hereby expressly disclaimed. The Developer shall retain ownership, however, of that certain strip of land measuring approximately 30 feet in width around the perimeter of the lake, as more particularly identified in the Condominium Plat. The retained strip of land shall be solely owned and controlled by the Developer, and shall not be subject to or otherwise restricted by this Declaration or any other Condominium Documents. The Developer may, in its sole and absolute discretion, convey the retained strip of land around the perimeter of the lake to the Association and/or the Master Association, as more specifically provided for in this Declaration.

ARTICLE XI

Insurance, Repair and Rebuilding

11.1. Insurance. The insurance, other than title insurance, which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the provisions hereinafter set forth.

11.2. Authority to Purchase; Named Insured. The Association shall have the following responsibilities:

11.2.1. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, and the Condominium Property required to be insured by the Association pursuant to the Condominium Act. A copy of each policy of insurance in effect shall be made available for inspection by the Unit Owners at all reasonable times.

11.2.2. All hazard policies issued to protect the Condominium Buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations, or additions comprising that part of the Building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed, or replacements thereof of like or quality, in accordance with the original plans and specifications, or as existed at the time the Unit was initially conveyed if the original plans and specification are not available. However, the word "building" shall not include floor coverings, wall coverings or ceiling coverings. With respect to the coverage provided for by this paragraph, the Unit Owners shall be considered additional insureds under the policy.

11.2.3. All insurance policies upon the Condominium Property shall be purchased by the Association and the named insured shall be the Association, individually, and for the use and benefit of the Unit Owners, naming them and their mortgagees as their interests may appear. Provisions shall be made for the issuance of mortgage endorsements and memoranda of insurance to the mortgagees of Unit Owners.

11.3. Mortgagee Approval. So long as an Institutional first Mortgagee shall hold a mortgage upon at least a majority of the Units in the Condominium, such mortgagee shall have the right to approve the insurer on all insurance policies covering the Condominium Property, and the Association shall submit to the mortgagee proof of payment of the annual premiums on all such insurance policies purchased by the Association. If the Association fails to procure any of the requisite insurance coverages hereunder and to pay the premiums therefor, the Institutional Lender will have the right to order and pay for the policies and be subrogated to the assessment and lien rights of the Association with respect to such payment. This subparagraph shall be construed as a covenant for the benefit of, and may be endorsed by, any such Institutional First Mortgagee.

11.4. Casualty. All of the facilities in the Condominium, including all Buildings and improvements and all personal property belonging to the Association or a part of the Common Elements, shall be insured in an amount equal to the full insurable value or 100% of their then current replacement cost excluding land, foundations, excavations and other items that are usually excluded from such insurance coverage, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

11.4.1. Loss or damage by fire, all other hazards normally covered by the standard extended coverage endorsement, including windstorm, and all other perils customarily covered in similar types of projects, including those covered by the standard "all risk" endorsement;

11.4.2. "Master" or "blanket" policy of flood insurance if the Condominium or any portion thereof is located in a special flood hazard area, as defined by the Federal Emergency Management Agency or its successors, in an amount not less than the lesser of (i) the maximum coverage available at subsidized rates under the National Flood Insurance Program for all Buildings and other insurable property within the Condominium located within the special flood hazard area, or, (ii) 100% of current replacement cost thereof, if available.

11.4.3. Such other risks as from time to time shall be customarily covered with respect to Buildings similar in construction, location and use as the Buildings on the land, including, but not limited to, vandalism and malicious mischief.

The casualty policy shall contain a waiver of the right of subrogation against Unit Owners individually, a provision that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of the Unit Owners collectively and a provision that the policy is primary in the event the Unit Owner has other insurance covering the same loss.

11.5. Public Liability. A comprehensive general liability insurance policy shall be carried on the Common Elements and all other areas under the supervision of the Association in an amount of at least \$1,000,000 for bodily injury, death and property damage for any single occurrence, with excess coverage of at least \$5,000,000. The liability insurance shall provide coverage for death, bodily injury and property damage that results from the operation, maintenance or use of the Common Elements and any liability related to employment contracts to which the Association is a party. Additional public liability insurance shall be determined by the Board of Administration of the Association, including, but not limited to, hired automobile and non-owned automobile coverages and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

11.6. Workers' Compensation. Workers' Compensation insurance shall be carried to meet the requirements of the law.

11.7. Other Insurance and Special Endorsements. The Association shall carry such other insurance and special endorsements (i) the FHA, VA, FNMA and/or the FHLMC may require as a condition to continued Project approval so long as any such organization holds or insures a mortgage in the Condominium, and (ii) the Board of Administration shall determine from time to time to be desirable.

11.8. Notice of Cancellation or Changes; Premium. All insurance policies purchased by the Association shall require the insurer to give the Association and each holder of a first mortgage on a Unit in the Condominium prior written notice before it cancels or substantially changes the coverage for the Condominium. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

11.9. Association as Agent. The Association is irrevocably appointed agent for each unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

11.10. Reconstruction and Repair. If any part of the Condominium Property shall be damaged by casualty, it shall be reconstructed or repaired immediately unless it is determined in the manner elsewhere provided that the Condominium shall be terminated. Notwithstanding anything herein contained or implied to the contrary, if the Condominium or any part thereof is damaged by fire or other casualty, such damage shall be restored and repaired according to the original plans and specifications to the extent possible with the available insurance proceeds.

11.11. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, or if not, then according to plans and specification approved by the Board of Administration of the Association.

11.12. Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, the then Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair after casualty or other damage shall be that of the Association. Insurance proceeds shall be applied to such reconstruction and repair, except for damage or destruction caused by the intentional or negligent act or omission of a Unit Owner which shall be the responsibility of that Unit Owner to the extent not covered by insurance.

11.13. Estimates of Cost. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.14. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the Association shall pay over sufficient amounts to provide funds to pay the estimated costs, which amount shall be part of the Common Expenses of the Association assessed against Unit owners.

11.15. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the manner required by the Board of Administration of the Association. The first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds, and if there is a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the Association as Common Surplus.

11.16. Institutional Lender's Right to Advance Premiums. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the Institutional lender holding the greatest dollar volume of Unit mortgages, such Institutional Lender(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, the mortgagee(s) shall be subrogated to the assessment and lien rights of the Association against the individual Unit Owners for the payment of such item of Common Expense.

11.17. Personal Insurance. Each individual Unit Owner shall be responsible for purchasing, at his, her, or its own expense, liability insurance to cover accidents occurring within the Unit or on that Unit's Limited Common Elements, insurance coverage for all personal property, and insurance coverage for all policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

11.18. General Requirements. If available, and where applicable, the Association shall endeavor to obtain policies which provide that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Association, their respective servants, agents and guests. Insurance companies authorized to do business in the State of Florida shall be affirmatively presumed to be good and responsible companies and the Board of Administration of the Association shall not be responsible for the quality or financial responsibility of the insurance companies, provided they are licensed to do business in the State of Florida.

11.19. Equitable Relief. Any Unit Owner and any Institutional Lender owning and holding a mortgage encumbering a Unit in this Condominium shall have the right to petition a court having equity jurisdiction in and for equitable relief relating to the provisions, rights and obligations of this Article.

11.20. Damage by Unit Owner. In the event any damage not covered by insurance is caused to any Unit and/or the Common Elements by a Unit Owner or a tenant, occupant, guest, licensee or invitee thereof or any pet of the foregoing, such damage shall be repaired at the cost and expense of the Unit Owner.

ARTICLE XII
Maintenance of Community Interest

12.1. Maintenance of Community Interests. In order to maintain a community of congenial and compatible residents who are personally and financially responsible and thus protect the value of the Units, the transfer of Units by any owner other than the Developer or an Institutional lender shall be subject to the following provisions so long as the Condominium exists and the Units in useful condition exists upon the Land, which provisions each Unit Owner covenants to observe.

12.2. Notice to Association. Within thirty (30) days following the sale, transfer or conveyance of a Unit, the Unit Owner making such sale, transfer or conveyance shall notify the Association of same along with the name and address of the person or entity to which the Unit will be sold, transferred or conveyed.

12.3. Time Share Estates. No time share estates will or may be created in Bel Mare, a Condominium, or any Unit thereof.

ARTICLE XIII
Purchase of Units by Association

13.1. Purchase of Units by Association. The Association shall have the power to purchase Units in the Condominium and to otherwise acquire and hold, lease, mortgage and convey the same only in accordance with the following provisions:

13.2. Decision. The decision of the Association to purchase a Unit and to acquire, hold, lease, mortgage and convey the same shall be made by its Board of Administration, without approval of its membership.

13.3. Limitation. If at any one time the Association shall be the owner or contract purchaser or two (2) or more Units, it may not purchase any additional Units without the prior written approval of 70% of the Voting Interests of members eligible to vote thereon. A member whose Unit is the subject matter of the proposed purchase shall be eligible to vote thereon, and the Association may vote the votes attributable to the Units it owns. Provided, however, that the foregoing limitation shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

ARTICLE XIV
Compliance and Default

14.1. Compliance and Default. Each Unit Owner and occupant of a Unit shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations adopted pursuant thereto and as these documents may be amended from time to time. Failure of a Unit Owner or occupant to comply shall entitle the Association or other Unit Owners to the relief provided for herein, in addition to the remedies provided by the Condominium Act.

14.2. Enforcement. Pursuant to Florida Statute 718.111(5), the Association shall have the right to access each Unit during reasonable hours, when necessary, for maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the Common Elements to a Unit or Units.

14.3. Fines. The Association may levy reasonable fines against a Unit Owner for failure of the owner of the Unit or its occupant, licensee or invitee to comply with any provisions of the Declaration, the Bylaws, or the Rules and Regulations of the Association. No fine shall become a lien against a Unit. No fine shall exceed the maximum allowed by law, nor shall any fine be levied against any Unit Owner except after the giving of reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its tenants, licensee or invitees. The hearing shall be held before a committee of other Unit Owners. If the committee does not agree with the proposed fine suggested by the Association, then and in that event, the fine shall not be levied against the Unit Owner. No fine may be levied against an unoccupied Unit.

14.4. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the Unit Owner's act, neglect or carelessness, or by that of any member of such Unit Owner's family, such Unit Owner's, guests, servants, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

14.5. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms or provisions of the Declaration, the Bylaws or the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, or for a declaratory judgment relating to the rights of the Association or Unit Owners thereunder, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and reasonable attorneys' fees to be awarded by the court, whether for trial, appellate or other legal services.

14.6. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted shall not act as a waiver of any other violations.

ARTICLE XV
Amendments

15.1. Amendments. Except as otherwise specifically provided herein and except as otherwise specifically reserved by or to the Developer herein, this Declaration of Condominium may be amended only in the manner hereinafter set forth.

15.2. Notice. Notice of the subject matter of a proposed Amendment shall be included in the notice of all meetings at which a proposed Amendment shall be included in the notice of all meetings at which a proposed Amendment is to be considered.

15.3. Resolution of Adoption. A resolution adopting a proposed Amendment may be proposed by either the Board of Administration of the Association or by at least thirty percent (30%) of the Voting Interests of the Association. Directors and members not present in person or by proxy at the meetings considering the Amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as otherwise required by the Florida Condominium Act and except as elsewhere provided, such approvals must be by not less than 70% of the Voting Interests of the entire Membership of the Association.

15.4. Limitation on Amendments. No Amendment shall adversely affect the right of the Developer, its heirs, personal representatives, successors, assigns, grantees, designees or nominees to complete the development, construction and sale of this Condominium.

No Amendment that would alter or interfere with the rights of the Developer hereunder or which would increase the Developer's obligations hereunder shall be effective without the prior written consent of the Developer. No Amendment shall delete or modify all or any portion of this Article 14 without the prior written consent of the Developer, its heirs, personal representatives, successors, assigns, grantees, designees or nominees.

Any Amendment which affects the Surface Water Management System, including the water management portions of the common areas, must have the prior written approval of the Southwest Florida Water Management District.

15.5. Execution and Recording. Except as specifically provided herein, a copy of each such Amendment shall be attached to a certificate by the Association certifying that the Amendment was duly adopted, which certificate shall be executed by the appropriate officers of the Association with all the formalities of a deed. Any such Amendment shall be effective only when such certificate and copy of the Amendment are recorded in the Public Records of Manatee County, Florida.

15.6. Additional Rights of Developer to Amend Declaration. The Developer reserves the right to amend this Declaration and/or any of the Exhibits hereto, without the joinder or consent of the Association, the Unit Owners, Institutional Mortgagees, or any other person if such Amendment (a) is necessary for the creation of a valid Condominium under the Florida Condominium Act or to correct deficiencies in the Condominium documents by including items required by the Florida Condominium Act; (b) is necessary to correct a scrivener's or preparer's or recording error or omission; or (c) does not materially and adversely affect the property rights of Unit Owners. Any such Amendment need only be signed by the Developer and recorded in the Public Records of Manatee County, Florida.

ARTICLE XVI **Termination**

16.1. Termination. The Condominium, subject to the provisions of Article 15.2 hereof, may be terminated in the manner provided in the Condominium Act.

16.2. Limitation on Unit Owners' Right to Terminate. Notwithstanding anything herein contained to the contrary, until the Developer has sold all Units of this Condominium, or until the Developer elects by a recorded instrument in writing to waive its rights, whichever occurs first, the Condominium may not be terminated without the written consent of the Developer.

16.3. Proviso. Notwithstanding anything herein contained or implied to the contrary, this Condominium shall not be terminated without the prior written and unanimous approval from Institutional Lenders holding first mortgages on at least 80% of the Units in the Condominium; and, this Condominium shall not be terminated without the prior written approval of the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT as to the conveyance of the Surface Water Management System to an appropriate agency of the local government, or to a similar non-profit corporation.

16.4. Reconstruction Prohibited. If the Condominium Property shall be damaged by casualty to the extent applicable building, zoning, and/or land use regulations effectively prohibit reconstruction and/or repair of the Condominium Property, The Condominium shall be terminated. Insurance proceeds arising out of such casualty under this section shall be distributed to the Unit Owners equitably in accordance with the Condominium Act and this Declaration.

ARTICLE XVII
Institutional Lenders

17.1. Institutional Lender Consent. Except as otherwise specifically provided for herein, this Declaration may be amended without the consent or joinder of any lender including Institutional Lenders, unless the amendment materially affects the rights or interests of any Institutional Lenders, or as otherwise required by the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation. In the event that any amendment to this Declaration requires the consent or joinder of some or all of the Institutional Lenders, as provided for above, then and in that event, the Institutional Lenders consent or joinder may not be unreasonably withheld.

17.2. Additional Rights of Institutional First Mortgagees. In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right, upon written request to the Association to: (1) Examine the Association's books; (2) receive notice of Association meetings and attend such meetings; (3) receive notice of an alleged default by any Unit Owner, for whom such Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to such Unit Owner; and (4) receive notice of any substantial damage or loss to any portion of the Condominium Property.

ARTICLE XVIII
Severability

18.1. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision in this Declaration of Condominium, the Exhibits attached hereto and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

ARTICLE XIX
Additional Rights of Developer

19.1. Election, Removal and Replacement of Directors and Officers of Association. Developer hereby reserves unto itself, its successors, designees and assigns during the development and sale period, the exclusive right to elect, to remove and to replace, from time to time, the officers and directors of the Association appointed by the Developer (who need not be Unit Owners), as provided in the Articles of Incorporation of the Association. The Developer may terminate such rights earlier than provided in the Articles of Incorporation by voluntarily relinquishing control of the election of the Board of Administration to the Unit Owners at any time.

19.2. Developer's Right to Delete or Modify. The Developer may delete or modify the provisions of any of these Articles by filing an Amendment hereto without the consent or approval of the Association, Unit Owners, any mortgagee or lienor or any other person if required to do so by the FHA, the VA, the FNMA or the FHLMC as a condition to Project approval or continued Project approval by such agency.

19.3. Miscellaneous. The Developer reserves the right to use the name "Bel Mare" and all similar names in connection with future developments.

19.4. Developer's Rights Inure to Benefit of Its Designees, Successors and Assigns. All powers, privileges easements, right, reservations, restrictions and limitations herein reserved or otherwise created for the benefit of the Developer shall inure to the benefit of the Developer's designees, successors and assigns, and to such Land or portion thereof owned by it.

ARTICLE XX
Condominium Phasing

Developer is developing Bel Mare, a Condominium, as a phase Condominium pursuant to Florida Statute Section 718.403;

20.1. Lands. The Land which may become part of this Condominium upon which the phases of the Condominium are to be built is described on Exhibit "B" attached hereto.

20.2. Number and Size of Units. Exhibit "B" reflects the number and general size of the Units intended, at this time, to be included in each phase, subject, however, to the reserved right of Developer, in its sole discretion, to vary the number and size of the Units in each phase. Developer reserves the right to modify the design, elevation, size, configuration, location, and directional bearing of the Buildings, Improvements, and Units of each phase from that shown on the Condominium Plat. The actual size and configuration of any Unit depends on the floor plan selected for the Unit. Developer's intent in reserving the right to construct uncompleted Buildings and Units according to the modified plans is to accommodate to a reasonable extent the Building and Unit type preferences of purchasers of Units that are uncompleted at the time of purchase. Developer's right to establish the floor plans for Units in any Building and to otherwise modify the design, elevation, size, configuration, location, and directional bearing of such Building and the Units contained therein, shall terminate upon the recording of a surveyor's certificate certifying to the substantial completion of the Building and Units and establishing the Building's end Units to be included in each phase is as set forth in Exhibit "B." The following are the minimum and maximum numbers of units and square footage to be included in each phase.

<u>PHASE</u>	<u>MINIMUM/MAXIMUM NO. UNITS</u>	<u>MINIMUM/MAXIMUM SQ. FT.</u>
I	50/62	1,847/3,871
II	50/62	1,847/3,871
III	50/62	1,847/3,871
IV	10/12	1,500/2,200

The recreational areas and facilities which will be owned as Common Elements by all Unit Owners and the personal property will all be contained within Phase I of the Condominium.

20.3. Number of Phases. There are four (4) anticipated phases of this Condominium, as shown on Exhibit "B" as Phases I, II, III and IV. Phase I is the initial phase of this Condominium, and is submitted to Condominium ownership by virtue of this Declaration of Condominium. Phases II, III and IV to this Condominium will be created by Developer submitting same to Condominium ownership by the Developer executing an Amendment to this Declaration of Condominium and to the Condominium Plat which is attached as Exhibit "B." The Amendment adding a phase to this Condominium shall not require the execution thereof by individual Unit Owners, mortgagees, or by the Association. The Amendment shall be effective at the time of its recordation in the Public Records of Manatee County, Florida. In order to be submitted to this Condominium, the Lands for additional phases must be submitted within seven (7) years from the date of the recordation of this Declaration of Condominium in compliance with the provisions of Section 718.403, Florida Statutes, failing which, the right to add any such additional lands as an additional phase to this Condominium shall expire. Developer, or its successors, shall have the right to develop the property not added as a phase in any manner as it deems appropriate and consistent with zoning regulations. Developer may, but shall have no obligation, to develop the Land as phases. Developer reserves the right in its exclusive discretion to control the mixture and location of buildings and other improvements in any future phase(s) of the Condominium. The Association and Unit Owners in each phase shall have a perpetual nonexclusive easement for utilities, drainage and ingress and egress over, under and through the Common Areas of each of the other phases, and such

easements shall survive the termination of any of the other phases. Developer reserves the right to modify and alter the number, size, configuration, location and number of Units in any subsequent phase after Phase I. The phases need not be added in any particular order.

20.4. Common Elements. The addition of a phase to this Condominium shall cause the Common Elements of the additional phase to merge with the Common Elements of Phase I, and when a phase is added, it shall become a part of this Condominium. Upon a subsequent phase being added to this Condominium, the percentage of ownership of the Common Elements and the Common Surplus, if any, and the percentage of the Common Expenses of each respective Unit shall be reduced as set forth in this Declaration of Condominium.

20.5. Vote. Each unit added to this Condominium shall have one (1) vote in the affairs of the Association which will result in a dilution of the voting rights of the prior existing Units in this Condominium. If any subsequent phase is not added as apart of this Condominium, or not developed as a separate Condominium operated by the Association, dilution of the voting rights will not occur.

20.6. No Time Share Estates. No time share estates will be created with respect to any Units in any phase.

20.7. Project Information. The Condominium Units in each phase are shown on Exhibit "B" attached hereto. This Condominium is being developed in four (4) phases. Each phase of the Condominium is anticipated to include the following number of residential Units: Phase I - sixty-two (62) Units; Phase II – sixty-two (62) Units; Phase III – sixty-two (62) Units, and Phase IV - twelve (12) Units. It is contemplated that when all phases of the Condominium are completed, the Condominium will have a total of four (4) residential buildings, and 198 residential Units.

ARTICLE XXI **Miscellaneous**

21.1 Mold and Mildew Awareness and Preventions. As part of the Association's and the Board's responsibility for maintenance and repair of the Condominium Property as set forth in this Declaration and the Unit Owner's responsibility to maintain his Unit, there are many ways that the Association and the Board and Unit Owners can help to control moisture and mold located on, under, within or adjacent to the Condominium Property, including, but not limited to, the Units, the Common Elements and Limited Common Elements. The following is a list of suggestions, which is not meant to be inclusive:

21.1.1 Owners and other Occupants should keep indoor humidity levels as low as possible by running the air conditioning unit at a comfortable level. Remember, the cooler the air is, the less humidity it will hold, thereby limiting the growth of mold and mildew.

21.1.2 Use of a dehumidifier by Owners and Occupants is a great way to keep the humidity levels lower than normal when needed.

21.1.3 Owners can install a humidistat to existing air conditioning control systems, and this is also an excellent way to keep the humidity levels lower when an indoor space is left unoccupied for extended periods of time.

21.1.4 There are numerous brands of moisture absorbent chemicals available to Owners and Occupants, which can help keep the humidity inside the Unit at a proper level while indoor space is unoccupied for short periods of time.

21.1.5 Owners and other Occupants should not run air conditioners with windows open. The air conditioning system is not designed to keep up with the moisture and heat load this condition will generate. When windows are left open, there is a risk of saturating everything inside the indoor space (walls, furniture, carpeting, etc.) with more moisture than the air conditioning system is designed to remove. Remember, mold needs moisture to survive. The drier the indoor space, the better off the indoor space will be.

21.1.6 Owners, their tenants and other Occupants must fix leaking plumbing and any other source of unwanted water immediately. If the source of the leak is not within the Unit or not the responsibility of the Owner, then the leak must be reported in writing immediately to the Association.

21.1.7 Owners, tenants and other Occupants must maintain proper humidity levels in Units. Equipment that conditions the air, such as air conditioners, dehumidifiers and ventilation systems, should be operated year round.

21.1.8 Owners must have major appliances and equipment, such as heating, ventilating and air conditioning systems inspected, cleaned and serviced regularly by a qualified professional.

21.1.9 Owners, tenants and other Occupants must clean and dry refrigerator, air conditioner and dehumidifier drip pans and filters regularly.

21.1.10 The Association and/or the Board should respond promptly when they see or have called to their attention signs of moisture or mold in areas for which the Association has responsibility.

21.1.11 Moisture must not be allowed to stand or make contact with carpet, furniture and cellulose-based materials, such as wood, drywall or other non-tile, non-plastic or non-metal materials.

21.1.12 All water damaged areas and items must be immediately dried in order to prevent or minimize mold growth.

21.1.13 If mold develops, the party responsible should clean up the mold by washing off hard surfaces with a commercial strength cleaner and mold/mildew inhibitor (such as "Tile Air II" or "Miltrol" from the Marinize Product Corporation) or equal, making sure to follow directions as specified.

21.1.14 Depending upon the nature and extent of the mold infestation, trained professionals may be needed to assist in the remediation effort.

21.1.15 Whenever Units will be unoccupied for any length of time, Owners must arrange not only for appropriate temperature and humidity settings, but must also arrange for the periodic inspection of their Unit so that it can be inspected and monitored to be sure the equipment maintaining temperature and humidity is working properly, and to observe and promptly report or address, as indicated, any leaks that may contribute to mold and mildew growth, cause other damage, or both.

21.1.16 Mold that is not properly and adequately removed may reappear.

21.1.17 There are no clear, comprehensive standards for the way in which to deal with mold and mildew, nor what are acceptable levels of exposure. Standards and recommendations from governmental agencies and others are likely to change with time. While the foregoing may be consistent with what is known at the time the Declaration is initially recorded, new standards and recommendations may evolve over time. Unit Owners and the Association have a responsibility to monitor those changing standards and

recommendation and to act responsibly and prudently within the context of those changing standards and recommendations.

Mold and mildew will be present within the Condominium Property, as mold, mildew and other contaminants have been present in our environment essentially forever. Mold thrives and grows particularly in damp and warm conditions, such as those found in Florida. The foregoing guidelines and suggestions are intended to assist the Association and, in particular, the Unit Owners, in minimizing the growth of mold and mildew, but they in no way will prevent or eliminate the presence of mold, mildew or other contaminants. To the extent that mold or mildew may pose a problem for some individuals, following the foregoing suggestions may be of help, but does not assure that one with a particular sensitivity to mold or other contaminants will be insulated from them.

The Association and each Owner acknowledges and agrees that neither the Developer, nor its general contractor (the "Contractor"), will be liable to the Association or to any Owner, tenant, or other Occupant, for any special, incidental or consequential damages based on any legal theory whatsoever, including but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of mold, mildew and/or microscopic spores located on, under, within or adjacent to the Condominium Property, including, but not limited to, the Units, Common Elements and Limited Common Elements, unless caused by the sole gross negligence or willful misconduct of the Developer or the Contractor. The Association, on behalf of itself and its Owner members, tenants, invitees, licensees and any other Occupants, hereby releases and agrees to indemnify Developer and Contractor and their officers, directors, partners, members, successors and assigns from and against any and all claims, actions, damages, causes of action, liabilities and expenses (including, without limitation, attorneys' fees and costs of enforcing this release and indemnity) for property damage, injury or death resulting from the exposure to microscopic spores, mold and/or mildew and from any loss of resale value due to the presence and/or existence of mold, mildew and/or microscopic spores; provided, however, that in no event is the Association releasing or indemnifying Developer or Contractor as a result of the presence and/or existence of mold, mildew and/or microscopic spores if caused by the sole negligence or willful misconduct of the Developer or the Contractor. Similarly, each Owner, tenant and other Occupant agrees that neither the Association, nor its directors or officers are liable to any Owner, tenant or other Occupant for any special, incidental or consequential damages based on any legal theory whatsoever, including but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of mold, mildew and/or microscopic spores located on, under, within or adjacent to the Condominium Property, including, but not limited to, the Units, Common Elements and Limited Common Elements, unless caused by the sole negligence or willful misconduct of the Association or its directors or officers.

21.2. Notices. All notices to the Association required or desired hereunder or under the Bylaws of the Association shall be sent by certified mail (return receipt requested) to the Association c/o its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Condominium Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address, as may be designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

21.3. Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly

unreasonable. An opinion of counsel that the interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

21.4. Exhibits. There is hereby incorporated in this Declaration any materials contained in the Exhibits attached hereto which under the Act are required to be part of the Declaration.

21.5. Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefore, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

21.6. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits attached hereto or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

21.7. Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

21.8. Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and Bylaws of the Association, and applicable Rules and Regulations, are fair and reasonable in all material respects and are fully enforceable in accordance with their terms.

21.9. Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

21.10. Captions. The captions herein and in the Exhibits attached hereto are inserted only as a matter of convenience and for ease of reference and in no way defines or limits the scope of the particular documents or any provision thereof.

[REQUISITE SIGNATURES ARE CONTAINED ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed, and its corporate seal to be hereunto affixed this 21st day of December, 2006.

Signed, sealed and delivered in the presence of:

RIVIERA DUNES DEVELOPMENT PARTNERS, L.L.C., a Delaware limited liability company

Rebecca E. Bundy
Print Name: REBECCA E. BUNDY

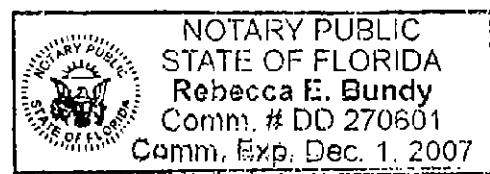
By: [Signature]
Timothy J. Morris, as its Manager

Glen H. Bleau
Print Name: GLEN H. BLEAU

STATE OF Florida
COUNTY OF Manatee

I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized to take acknowledgments, personally appeared, Timothy J. Morris, as Manager of RIVIERA DUNES DEVELOPMENT PARTNERS, L.L.C., a Delaware limited liability company, and he acknowledged before me that he executed the foregoing instrument as such Manager for and on behalf of said limited liability company as its free act and deed and swore (or affirmed) before me that the facts contained therein are true and correct.

WITNESS my hand and official seal in the County and State as aforesaid this 21st day of December, 2006.



Rebecca E. Bundy
Notary Public
State of Florida
My Commission Expires: 12/1/07

JOINDER AND CONSENT OF ASSOCIATION

BEL MARE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in and consents to the foregoing Declaration of Condominium, and all Exhibits thereto; agrees to all the terms and conditions thereof; and in its own behalf and in behalf of all present and future Unit Owners in the Condominium accepts all of the provisions therein and assumes all of the obligations, responsibilities, duties and burdens imposed upon it therein.

IN WITNESS WHEREOF, the Association has hereunto set its hand and seal the 21st day of December, 2006.

Signed, sealed and delivered in the presence

of:

Rebecca E. Bundy
Print Name: Rebecca E. Bundy

Glenn H. Blean
Print Name: Glenn H. Blean

ATTEST: C. Timothy Vining, as Secretary

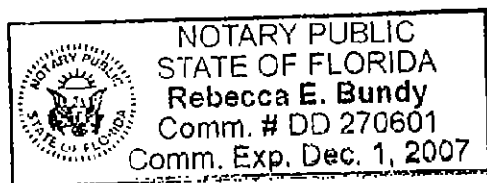
BEL MARE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: Timothy J. Morris, as its President

STATE OF: Florida
COUNTY OF: Manatee

I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized to take acknowledgments, personally appeared, Timothy J. Morris, to me known to be the President of Bel Mare Condominium Association, Inc., a Florida corporation not for profit, and he acknowledged before me that he executed the foregoing instrument as such officer for and on behalf of said corporation, as its free act and deed through authority of its Board of Administration.

WITNESS my hand and official seal in the County and State as aforesaid this 21st day of December, 2006.



Rebecca E. Bundy
Notary Public
State of Florida
My Commission Expires: _____

CONSENT BY MORTGAGEE

The Huntington National Bank, its successors and assigns, the owner and holder of those certain Mortgage, Security Agreement and Assignment of Rent and Lease Agreements recorded in Official Records Book 1904, Page 3185, as amended, and Official Records Book 2103, Page 4752, as amended, of the Public Records of Manatee County, Florida, and other security documents of record, encumbering all or a portion of the real property described as the "Land," hereby consents to the recordation of the Declaration of Condominium of Bel Mare, a Condominium, and any future amendments thereto, and to the establishment thereby of the Condominium upon the mortgaged property.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed this 18 day of December, 2006, by and through its authorized officer.

Signed, sealed and delivered in the presence of:

THE HUNTINGTON NATIONAL BANK, its
Successors and Assigns

Diana Lulgjuraj
Print Name: Diana Lulgjuraj

By: Michael S. Macklem
Print Name: MICHAEL S. MACKLEM
As Its: VICE PRESIDENT

Glen H. Bleau
Print Name: GLEN H. BLEAU

STATE OF: Michigan
COUNTY OF: Macomb

I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized to take acknowledgments, personally appeared Michael Macklem to me known to be the Vice President of The Huntington National Bank, and he acknowledged before me that he executed the foregoing instrument as such officer for and on behalf of said corporation, as its free act and deed through authority of its Board of Directors, and that he affixed thereto the corporate seal of said corporation.

WITNESS my hand and official seal in the County and State as aforesaid this 18 day of December, 2006.

Diana Lulgjuraj
Notary Public
State of Michigan
My Commission Expires: 6-10-2011

DIANA LULGJURAJ
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES 6-10-2011
ACTING IN COUNTY OF Oakland

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION - PHASE I

A PARCEL OF LAND LYING AND BEING IN SECTIONS 13 AND 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

COMMENCE AT A SOUTHWEST CORNER OF TRACT "H" THE NORTHSORE AT RIVIERA DUNES PHASE 1-A, PLAT BOOK 35, PAGE 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.00°01'28"E., A DISTANCE OF 112.83 FEET; THENCE N.89°58'32"W., A DISTANCE OF 30.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N.89°58'32"W. ALONG SAID LINE, A DISTANCE OF 190.00 FEET; THENCE N.00°04'33"E., A DISTANCE OF 516.50 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF HABEN BOULEVARD; THE FOLLOWING FIVE (5) CALLS ARE ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE S.75°39'27"W., A DISTANCE OF 89.52 FEET; THENCE N.14°20'33"W., A DISTANCE OF 2.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTHEAST, OF WHICH THE RADIUS POINT LIES S.14°20'35"E., A RADIAL DISTANCE OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°52'44", A DISTANCE OF 167.63 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.65°13'03"W., A DISTANCE OF 166.70 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 960.00 FEET, AND A CENTRAL ANGLE OF 21°59'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 368.61 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.43°46'42"W., A DISTANCE OF 366.35 FEET; THENCE S.32°46'41"W., A DISTANCE OF 203.48 FEET; THENCE S.57°13'19"E., A DISTANCE OF 26.85 FEET; THENCE N.89°46'56"E., A DISTANCE OF 88.46 FEET; THENCE S.00°13'04"E., A DISTANCE OF 21.83 FEET; THENCE N.89°46'56"E., A DISTANCE OF 18.42 FEET; THENCE S.00°13'04"E., A DISTANCE OF 274.74 FEET; THENCE S.44°46'56"W., A DISTANCE OF 46.08 FEET; THENCE S.89°46'56"W., A DISTANCE OF 8.30 FEET; THENCE S.00°13'04"E., A DISTANCE OF 20.35 FEET; THENCE N.89°46'56"E., A DISTANCE OF 79.99 FEET; THENCE SOUTH, A DISTANCE OF 132.22 FEET; THENCE S.58°21'39"E., A DISTANCE OF 231.96 FEET; THENCE S.89°58'32"E., A DISTANCE OF 306.43 FEET TO A POINT OF CURVATURE, CONCAVE NORTHWEST, HAVING A RADIUS OF 136.00 FEET, AND A CENTRAL ANGLE OF 90°01'32"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 213.69 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS N.45°00'42"E., A DISTANCE OF 192.38 FEET; THENCE NORTH, A DISTANCE OF 235.30 FEET; THENCE N.26°33'54"W., A DISTANCE OF 41.05 FEET; THENCE NORTH, A DISTANCE OF 105.78 FEET; THENCE N.00°01'28"E., A DISTANCE OF 112.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 602,018 SQUARE FEET OR 13.82 ACRES, MORE OR LESS.

TOGETHER WITH

A PARCEL OF LAND LYING AND BEING IN SECTION 13, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "H", THE NORTHSORE AT RIVIERA DUNES PHASE 1-A, PLAT BOOK 35, PAGE 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.00°01'28"E., A DISTANCE OF 112.83 FEET; THENCE N.89°58'32"W., A DISTANCE OF 220.00 FEET; THENCE N.00°04'33"E., A DISTANCE OF 516.50 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF HABEN BOULEVARD; THE FOLLOWING SIX (6) CALLS ARE ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE S.75°39'27"W., A DISTANCE OF 89.52 FEET; THENCE N.14°20'33"W., A DISTANCE OF 2.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTHEAST, OF WHICH THE RADIUS POINT LIES S.14°20'35"E., A RADIAL DISTANCE OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°52'44", A DISTANCE OF 167.63 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.65°13'03"W., A DISTANCE OF 166.70 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 960.00 FEET, AND A CENTRAL ANGLE OF 21°59'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 368.61 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.43°46'42"W., A DISTANCE OF 366.35 FEET; THENCE S.32°46'41"W., A DISTANCE OF 246.53 FEET TO A POINT OF CURVATURE, CONCAVE NORTHWEST, HAVING A RADIUS OF 500.00 FEET, AND A CENTRAL ANGLE OF 31°20'41"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 273.54 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.48°27'02"W., A DISTANCE OF 270.14 FEET; THENCE

S.00°12'44"E., A DISTANCE OF 51.02 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE WEST, OF WHICH THE RADIUS POINT LIES S.89°46'56"W., A RADIAL DISTANCE OF 110.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°26'39", A DISTANCE OF 68.05 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.17°30'36"W., A DISTANCE OF 66.97 FEET; THENCE S.35°13'55"W., A DISTANCE OF 19.04 FEET FOR A POINT OF BEGINNING; SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.54°46'05"W., A RADIAL DISTANCE OF 98.25 FEET AND HAVING A CHORD BEARING OF S.37°45'14"W., 8.65 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 05°02'38", A DISTANCE OF 8.65 FEET; THENCE S.40°16'01"W., A DISTANCE OF 28.66 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE EAST, OF WHICH THE RADIUS POINT LIES S.49°43'27"E., A RADIAL DISTANCE OF 402.93 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°17'03", A DISTANCE OF 283.30 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.20°08'01"W., A DISTANCE OF 277.50 FEET; THENCE S.00°13'04"E., A DISTANCE OF 121.82 FEET; THENCE EAST, A DISTANCE OF 349.51 FEET; THENCE NORTH, A DISTANCE OF 80.55 FEET; THENCE EAST, A DISTANCE OF 30.35 FEET; THENCE NORTH, A DISTANCE OF 16.73 FEET; THENCE N.89°47'04"E., A DISTANCE OF 35.28 FEET; THENCE N.00°12'51"W., A DISTANCE OF 53.42 FEET; THENCE S.89°47'04"W., A DISTANCE OF 35.23 FEET; THENCE NORTH, A DISTANCE OF 85.68 FEET; THENCE WEST, A DISTANCE OF 174.36 FEET; THENCE NORTH, A DISTANCE OF 5.00 FEET; THENCE WEST, A DISTANCE OF 89.66 FEET; THENCE N.00°12'56"W., A DISTANCE OF 38.77 FEET; THENCE N.30°54'04"E., A DISTANCE OF 57.39 FEET; THENCE N.47°32'21"E., A DISTANCE OF 60.00 FEET; THENCE N.00°13'04"W., A DISTANCE OF 41.43 FEET; THENCE S.89°46'56"W., A DISTANCE OF 70.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 104,923 SQUARE FEET OR 2.41 ACRES, MORE OR LESS.

EXHIBIT "B"

**CONDOMINIUM PLAT FOR
BEL MARE CONDOMINIUM**

CONDOMINIUM BOOK 36 PAGE 103 SHEET 1 OF 16

BEL MARE A CONDOMINIUM SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E. MANATEE COUNTY, FLORIDA

DESCRIPTION

LEGAL DESCRIPTION - PHASE 1
 A PARCEL OF LAND LYING AND BEING IN SECTIONS 13 AND 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

COMMENCE AT A SOUTHWEST CORNER OF TRACT "H" THE NORTHSHORE AT RIVERA DUNES PHASE 1-A, PLAT BOOK 35, PAGE 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.00°01'28"E, A DISTANCE OF 112.83 FEET; THENCE N.89°58'32"W, A DISTANCE OF 30.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N.89°58'32"W, ALONG SAID LINE, A DISTANCE OF 190.00 FEET; THENCE N.00°04'33"E, A DISTANCE OF 516.50 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF HABEN BOULEVARD; THE FOLLOWING FIVE (5) CALLS ARE ALONG SAID SOUTH RIGHT OF WAY LINE: THENCE S.75°39'27"W, A DISTANCE OF 89.52 FEET; THENCE N.14°20'33"W, A DISTANCE OF 210.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTHWEST, OF WHICH THE RADIUS POINT LIES S.14°20'35"E, A RADIAL DISTANCE OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°52'44", A DISTANCE OF 167.63 FEET; SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.65°13'03"W, A DISTANCE OF 166.70 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 960.00 FEET, AND A CENTRAL ANGLE OF 21°59'59", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 368.61 FEET; SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.43°48'42"W, A DISTANCE OF 368.35 FEET; THENCE S.32°48'41"W, A DISTANCE OF 203.48 FEET; THENCE S.57°13'19"E, A DISTANCE OF 26.85 FEET; THENCE N.89°46'56"E, A DISTANCE OF 88.46 FEET; THENCE S.00°13'04"E, A DISTANCE OF 21.83 FEET; THENCE N.89°46'56"E, A DISTANCE OF 18.42 FEET; THENCE S.89°46'56"W, A DISTANCE OF 274.74 FEET; THENCE S.44°46'56"W, A DISTANCE OF 46.08 FEET; THENCE S.89°46'56"W, A DISTANCE OF 8.30 FEET; THENCE S.00°13'04"E, A DISTANCE OF 20.35 FEET; THENCE N.89°46'56"E, A DISTANCE OF 79.99 FEET; THENCE SOUTH, A DISTANCE OF 132.22 FEET; THENCE S.68°21'39"E, A DISTANCE OF 231.96 FEET; THENCE S.89°58'32"E, A DISTANCE OF 308.43 FEET TO A POINT OF CURVATURE, CONCAVE NORTHWEST, HAVING A RADIUS OF 136.00 FEET, AND A CENTRAL ANGLE OF 50°01'32", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 213.69 FEET; SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS N.45°00'42"E, A DISTANCE OF 192.38 FEET; THENCE NORTH, A DISTANCE OF 235.30 FEET; THENCE N.26°33'54"W, A DISTANCE OF 41.05 FEET; THENCE NORTH, A DISTANCE OF 105.78 FEET; THENCE N.00°01'28"E, A DISTANCE OF 112.84 FEET TO THE POINT OF BEGINNING.

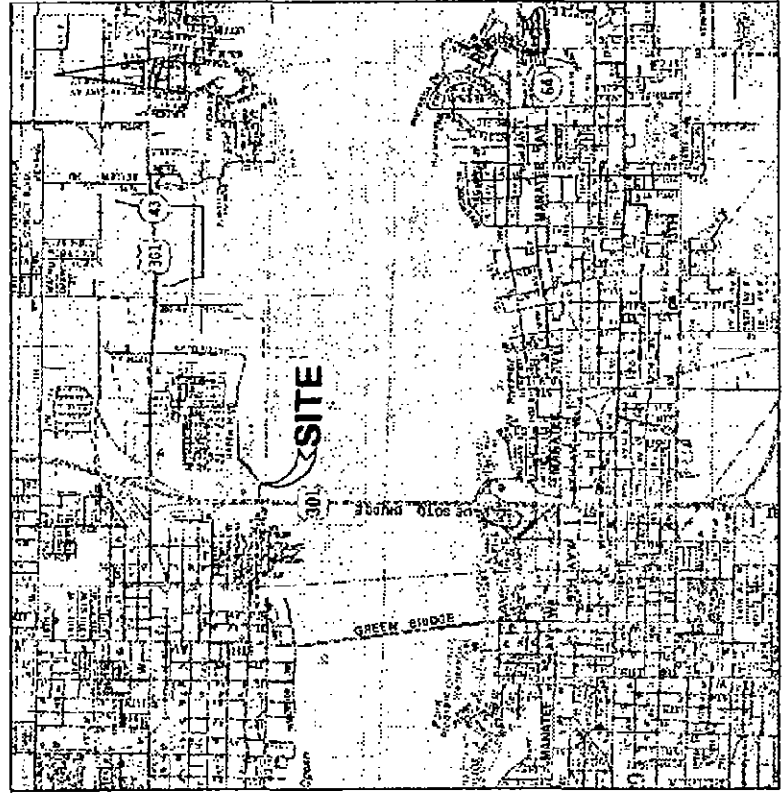
CONTAINING 602,018 SQUARE FEET OR 13.82 ACRES, MORE OR LESS.

TOGETHER WITH

A PARCEL OF LAND LYING AND BEING IN SECTION 13, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "H", THE NORTHSHORE AT RIVERA DUNES PHASE 1-A, PLAT BOOK 35, PAGE 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.00°01'28"E, A DISTANCE OF 112.83 FEET; THENCE N.89°58'32"W, A DISTANCE OF 220.00 FEET; THENCE N.00°04'33"E, A DISTANCE OF 516.50 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF HABEN BOULEVARD; THE FOLLOWING SIX (6) CALLS ARE ALONG SAID SOUTH RIGHT OF WAY LINE: THENCE S.75°39'27"W, A DISTANCE OF 89.52 FEET; THENCE N.14°20'33"W, A DISTANCE OF 210.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTHWEST, OF WHICH THE RADIUS POINT LIES S.14°20'35"E, A RADIAL DISTANCE OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°52'44", A DISTANCE OF 167.63 FEET; SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.65°13'03"W, A DISTANCE OF 166.70 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 960.00 FEET, AND A CENTRAL ANGLE OF 21°59'59", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 368.61 FEET; SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.43°48'42"W, A DISTANCE OF 368.35 FEET; THENCE S.32°48'41"W, A DISTANCE OF 246.53 FEET TO A POINT OF CURVATURE, CONCAVE NORTHWEST, HAVING A RADIUS OF 500.00 FEET, AND A CENTRAL ANGLE OF 31°20'41", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 273.54 FEET; SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.48°27'02"W, A DISTANCE OF 270.14 FEET; THENCE S.00°12'44"E, A DISTANCE OF 51.02 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE WEST, OF WHICH THE RADIUS POINT LIES S.89°46'56"W, A RADIAL DISTANCE OF 110.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°28'39", A DISTANCE OF 68.05 FEET; SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.17°30'36"W, A DISTANCE OF 66.97 FEET; THENCE S.35°13'55"W, A DISTANCE OF 19.04 FEET FOR A POINT OF BEGINNING; SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.54°46'05"W, A RADIAL DISTANCE OF 89.25 FEET AND HAVING A CHORD BEARING OF S.37°45'14"W, A DISTANCE OF 8.65 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 65°02'38", A DISTANCE OF 8.65 FEET; THENCE S.40°16'01"W, A DISTANCE OF 28.66 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE EAST, OF WHICH THE RADIUS POINT LIES S.49°43'27"E, A RADIAL DISTANCE OF 402.93 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°17'03", A DISTANCE OF 283.30 FEET; SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.20°08'01"W, A DISTANCE OF 277.50 FEET; THENCE S.00°13'04"E, A DISTANCE OF 121.82 FEET; THENCE EAST, A DISTANCE OF 349.51 FEET; THENCE NORTH, A DISTANCE OF 60.35 FEET; THENCE EAST, A DISTANCE OF 30.35 FEET; THENCE NORTH, A DISTANCE OF 16.73 FEET; THENCE N.89°47'04"E, A DISTANCE OF 35.23 FEET; THENCE NORTH, A DISTANCE OF 53.42 FEET; THENCE WEST, A DISTANCE OF 174.36 FEET; THENCE NORTH, A DISTANCE OF 5.00 FEET; THENCE WEST, A DISTANCE OF 89.66 FEET; THENCE N.00°12'56"W, A DISTANCE OF 38.77 FEET; THENCE N.30°54'04"E, A DISTANCE OF 57.39 FEET; THENCE N.47°32'21"E, A DISTANCE OF 60.00 FEET; THENCE N.00°13'04"W, A DISTANCE OF 41.43 FEET; THENCE S.89°46'56"W, A DISTANCE OF 70.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 104,923 SQUARE FEET OR 2.41 ACRES, MORE OR LESS.



LOCATION MAP
NOT TO SCALE

NOTES

- BEARINGS SHOWN HEREON ARE RELATIVE TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. 41 BEING ASSUMED AS N00°11'34"W.
- ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK RM-5, WITH A PUBLISHED ELEVATION OF 12.06; NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29).
- UNIT BOUNDARIES:
 - UPPER BOUNDARIES:
THE HORIZONTAL PLANE OF THE UNFINISHED LOWER SURFACE OF THE STRUCTURAL CEILING SLAB OF THE UNIT.
 - LOWER BOUNDARIES:
THE HORIZONTAL PLANE OF THE UNFINISHED UPPER SURFACE OF THE CONCRETE FLOOR SLAB OF THE UNIT.
 - PERIMETRICAL BOUNDARIES:
THE VERTICAL PLANES OF THE UNFINISHED INTERIOR SURFACES OF THE EXTERIOR WALLS BOUNDING THE UNIT EXTENDED TO THEIR PLANAR INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.
 - PARTY-WALL BOUNDARIES:
THE VERTICAL PLANES OF THE UNDECORATED UNFINISHED INTERIOR SURFACE OF ALL PARTY-WALLS.
 - THE OWNER SHALL NOT BE DEEMED TO OWN PIPES, WIRES, CONDUITS, AIR PASSAGeways AND DUCTS OR OTHER PUBLIC UTILITY LINES RUNNING THROUGH OR ADJACENT TO SAID UNIT WHICH ARE UTILIZED FOR OR SERVE MORE THAN ONE UNIT OR THE COMMON ELEMENTS, WHICH ITEMS ARE HEREBY MADE A PART OF THE COMMON ELEMENTS.
- COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS.
- IMPROVEMENTS WITHIN THE COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, WATER METERS, WATER LINES, STORM DRAINS, SEWERS, SIDEWALKS AND TREES HAVE NOT BEEN LOCATED.
- LIMITS 201 THROUGH 1204 AND P101 THROUGH P203 OF PHASE 1 ARE SUBSTANTIALLY COMPLETED.
- THE DECLARATION OF CONDOMINIUM, OF WHICH THIS PLAT IS AN EXHIBIT THERETO, IS BEING SIMULTANEOUSLY RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER _____ OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

CERTIFICATE OF SURVEYOR

I, TONY L. PURSLEY, A PROFESSIONAL SURVEYOR AND MAPPER, AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFY THAT THIS RECORD OF SURVEY MEETS THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA," CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AND THAT THE CONSTRUCTION OF THE IMPROVEMENTS LISTED IN NOTE #6 ARE SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS; AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. I FURTHER CERTIFY THAT THE CONSTRUCTION OF ALL PLANNED IMPROVEMENTS WITH RESPECT TO THE BUILDING ARE SUBSTANTIALLY COMPLETE, INCLUDING, BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNITS IN SAID BUILDING, AND COMMON ELEMENT FACILITIES SERVING SAID BUILDING.

GLOBAL SURVEYING OF BRADENTON, LLC
 BY: *Tony L. Pursley*
 TONY L. PURSLEY, PSM
 FLORIDA CERTIFICATE #4451

DATE: 12/05/05

(NOT VALID WITHOUT EMBOSSED SEAL OF CERTIFYING SURVEYOR)

CONDOMINIUM BOOK 36 PAGE 104
SHEET 2 of 16

BEL MARE
A CONDOMINIUM
SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA

LEGAL DESCRIPTION BELMARE PHASE 2 (PROPOSED FOR INFORMATIONAL PURPOSES ONLY)
A PARCEL OF LAND LYING AND BEING IN SECTIONS 13 AND 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "H" THE NORTHSORE AT RIVIERA DUNES PHASE 1-A, PLAT BOOK 35, PAGE 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.00'01'28"E. ALONG THE WEST LINE OF SAID TRACT H, A DISTANCE OF 112.83 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF NORTHSORE AT RIVIERA DUNES PHASE 1-B; THENCE N.89'58'32"W. ALONG SAID SOUTH LINE, A DISTANCE OF 220.00 FEET; THENCE N.00'04'33"E., A DISTANCE OF 516.50 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF HABEN BOULEVARD; THE FOLLOWING SIX (6) CALLS ARE ALONG SAID SOUTH RIGHT OF WAY THENCE S.75'39'27"W., A DISTANCE OF 89.52 FEET; THENCE N.14'20'33"W., A DISTANCE OF 2.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTHEAST, OF WHICH THE RADIUS POINT LIES S.14'20'35"E., A RADIAL DISTANCE OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20'52'44", A DISTANCE OF 167.63 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.65'13'03"W., A DISTANCE OF 166.70 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 960.00 FEET, AND A CENTRAL ANGLE OF 21'59'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 368.61 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.43'46'42"W., A DISTANCE OF 366.35 FEET; THENCE S.32'46'41"W., A DISTANCE OF 246.53 FEET TO A POINT OF CURVATURE, CONCAVE NORTHWEST, HAVING A RADIUS OF 500.00 FEET, AND A CENTRAL ANGLE OF 31'20'41"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 273.54 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.48'27'02"W., A DISTANCE OF 270.14 FEET; THENCE S.00'12'44"E., A DISTANCE OF 51.02 FEET TO A POINT OF CURVATURE, CONCAVE WEST, HAVING A RADIUS OF 110.00 FEET, AND A CENTRAL ANGLE OF 16'37'13"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.91 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.08'05'53"W., A DISTANCE OF 31.80 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18'49'25", A DISTANCE OF 36.14 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.25'49'12"W., A DISTANCE OF 35.98 FEET; THENCE S.35'13'55"W., A DISTANCE OF 19.04 FEET; THENCE N.89'46'56"E., A DISTANCE OF 70.26 FEET; THENCE S.00'13'04"E., A DISTANCE OF 41.43 FEET; THENCE S.47'32'21"W., A DISTANCE OF 60.00 FEET; THENCE S.30'54'04"W., A DISTANCE OF 57.39 FEET; THENCE S.00'12'56"E., A DISTANCE OF 38.77 FEET; THENCE N.90'00'00"E., A DISTANCE OF 89.66 FEET; THENCE S.00'00'00"E., A DISTANCE OF 5.00 FEET; THENCE N.90'00'00"E., A DISTANCE OF 183.55 FEET; THENCE N.00'13'04"W., A DISTANCE OF 156.41 FEET; THENCE N.89'46'56"E., A DISTANCE OF 78.86 FEET; THENCE N.00'13'04"W., A DISTANCE OF 20.35 FEET; THENCE N.89'46'56"E., A DISTANCE OF 8.30 FEET; THENCE N.44'48'56"E., A DISTANCE OF 46.08 FEET; THENCE N.00'13'04"W., A DISTANCE OF 14.20 FEET; THENCE S.89'46'56"W., A DISTANCE OF 360.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 60,214 SQUARE FEET OR 1.38 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

LEGAL DESCRIPTION PHASE 4 (PROPOSED FOR INFORMATIONAL PURPOSES ONLY)
A PARCEL OF LAND LYING AND BEING IN SECTION 24, TOWNSHIP 34 SOUTH RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

COMMENCE AT A SOUTHWEST CORNER OF TRACT "H" THE NORTHSORE AT RIVIERA DUNES PHASE 1-A, PLAT BOOK 35, PAGE 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.89'59'16"W., A DISTANCE OF 30.00 FEET; THENCE SOUTH, A DISTANCE OF 105.78 FEET; THENCE S.26'33'54"E., A DISTANCE OF 41.05 FEET; THENCE SOUTH, A DISTANCE OF 235.30 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE NORTHWEST, OF WHICH THE RADIUS POINT LIES S.89'59'56"W., A RADIAL DISTANCE OF 136.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90'01'32", A DISTANCE OF 213.69 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.45'00'42"W., A DISTANCE OF 192.38 FEET; THENCE N.89'58'32"W., A DISTANCE OF 306.43 FEET FOR A POINT OF BEGINNING; THENCE N.58'21'39"W., A DISTANCE OF 231.96 FEET; THENCE NORTH, A DISTANCE OF 132.22 FEET; THENCE S.89'46'56"W., A DISTANCE OF 156.85 FEET; THENCE S.00'13'04"E., A DISTANCE OF 156.41 FEET; THENCE WEST, A DISTANCE OF 9.19 FEET; THENCE SOUTH, A DISTANCE OF 65.68 FEET; THENCE N.89'47'04"E., A DISTANCE OF 35.23 FEET; THENCE S.00'12'51"E., A DISTANCE OF 41.19 FEET; THENCE S.89'58'09"E., A DISTANCE OF 44.54 FEET; THENCE N.00'12'41"W., A DISTANCE OF 18.99 FEET; THENCE S.89'58'32"E., A DISTANCE OF 283.07 FEET; THENCE N.00'01'28"E., A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 57,174 SQUARE FEET OR 1.31 ACRES, MORE OR LESS.

LEGAL DESCRIPTION 20 FOOT INGRESS/EGRESS & PEDESTRIAN EASEMENT

A PARCEL OF LAND LYING AND BEING IN SECTIONS 13 AND 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF TRACT H, THE NORTHSORE AT RIVIERA DUNES, PHASE 1-A AS PER PLAT THEREOF RECORDED IN PLAT BOOK 35, PAGE 19 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE SOUTH, A DISTANCE OF 98.69 FEET; THENCE S.26'33'54"E., A DISTANCE OF 30.66 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE WEST, OF WHICH THE RADIUS POINT LIES S.63'26'08"W., A RADIAL DISTANCE OF 44.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26'33'52", A DISTANCE OF 20.40 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.13'16'56"E., A DISTANCE OF 20.22 FEET; THENCE SOUTH, A DISTANCE OF 232.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE NORTHWEST, OF WHICH THE RADIUS POINT LIES N.89'59'56"W., A RADIAL DISTANCE OF 166.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90'01'32", A DISTANCE OF 260.82 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.45'00'46"W., A DISTANCE OF 234.81 FEET; THENCE N.89'58'32"W., A DISTANCE OF 549.45 FEET; THENCE N.73'41'44"W., A DISTANCE OF 9.06 FEET FOR A POINT OF BEGINNING; THENCE S.89'46'56"W., A DISTANCE OF 73.99 FEET; THENCE N.00'13'04"W., A DISTANCE OF 20.00 FEET; THENCE N.89'46'56"E., A DISTANCE OF 53.99 FEET; THENCE N.00'13'04"W., A DISTANCE OF 264.04 FEET; THENCE N.16'50'11"E., A DISTANCE OF 55.37 FEET; THENCE N.00'13'04"W., A DISTANCE OF 271.74 FEET; THENCE S.16'50'11"W., A DISTANCE OF 55.37 FEET; THENCE S.00'13'04"E., A DISTANCE OF 274.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,303 SQUARE FEET OR 0.31 ACRES, MORE OR LESS.

LEGAL DESCRIPTION BELMARE PHASE 3 (PROPOSED FOR INFORMATIONAL PURPOSES ONLY)
A PARCEL OF LAND LYING AND BEING IN SECTIONS 13 AND 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "H" THE NORTHSORE AT RIVIERA DUNES PHASE 1-A, PLAT BOOK 35, PAGE 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.00'01'28"E. ALONG THE WEST LINE OF SAID TRACT H, A DISTANCE OF 112.83 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF NORTHSORE AT RIVIERA DUNES PHASE 1-B; THENCE N.89'58'32"W. ALONG SAID SOUTH LINE, A DISTANCE OF 220.00 FEET; THENCE N.00'04'33"E., A DISTANCE OF 516.50 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF HABEN BOULEVARD; THE FOLLOWING FIVE (5) CALLS ARE ALONG SAID SOUTH RIGHT OF WAY THENCE S.75'39'27"W., A DISTANCE OF 89.52 FEET; THENCE N.14'20'33"W., A DISTANCE OF 2.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTHEAST, OF WHICH THE RADIUS POINT LIES S.14'20'35"E., A RADIAL DISTANCE OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20'52'44", A DISTANCE OF 167.63 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.65'13'03"W., A DISTANCE OF 166.70 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 960.00 FEET, AND A CENTRAL ANGLE OF 21'59'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 368.61 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.43'46'42"W., A DISTANCE OF 366.35 FEET; THENCE S.32'46'41"W., A DISTANCE OF 246.53 FEET TO A POINT OF CURVATURE, CONCAVE NORTHWEST, HAVING A RADIUS OF 500.00 FEET, AND A CENTRAL ANGLE OF 31'20'41"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 273.54 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.48'27'02"W., A DISTANCE OF 270.14 FEET; THENCE S.00'12'44"E., A DISTANCE OF 51.02 FEET; THENCE S.00'12'56"E., A DISTANCE OF 38.77 FEET; THENCE N.90'00'00"E., A DISTANCE OF 89.66 FEET; THENCE S.00'00'00"E., A DISTANCE OF 5.00 FEET; THENCE N.90'00'00"E., A DISTANCE OF 183.55 FEET; THENCE N.00'13'04"W., A DISTANCE OF 156.41 FEET; THENCE N.89'46'56"E., A DISTANCE OF 78.86 FEET; THENCE N.00'13'04"W., A DISTANCE OF 20.35 FEET; THENCE N.89'46'56"E., A DISTANCE OF 8.30 FEET; THENCE N.44'48'56"E., A DISTANCE OF 46.08 FEET; THENCE N.00'13'04"W., A DISTANCE OF 14.20 FEET; THENCE S.89'46'56"W., A DISTANCE OF 360.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 60,214 SQUARE FEET OR 1.38 ACRES, MORE OR LESS.

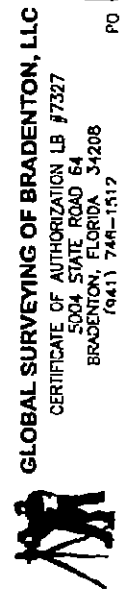
SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

LEGAL DESCRIPTION BELMARE PHASE 3 (PROPOSED FOR INFORMATIONAL PURPOSES ONLY)

A PARCEL OF LAND LYING AND BEING IN SECTIONS 13 AND 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

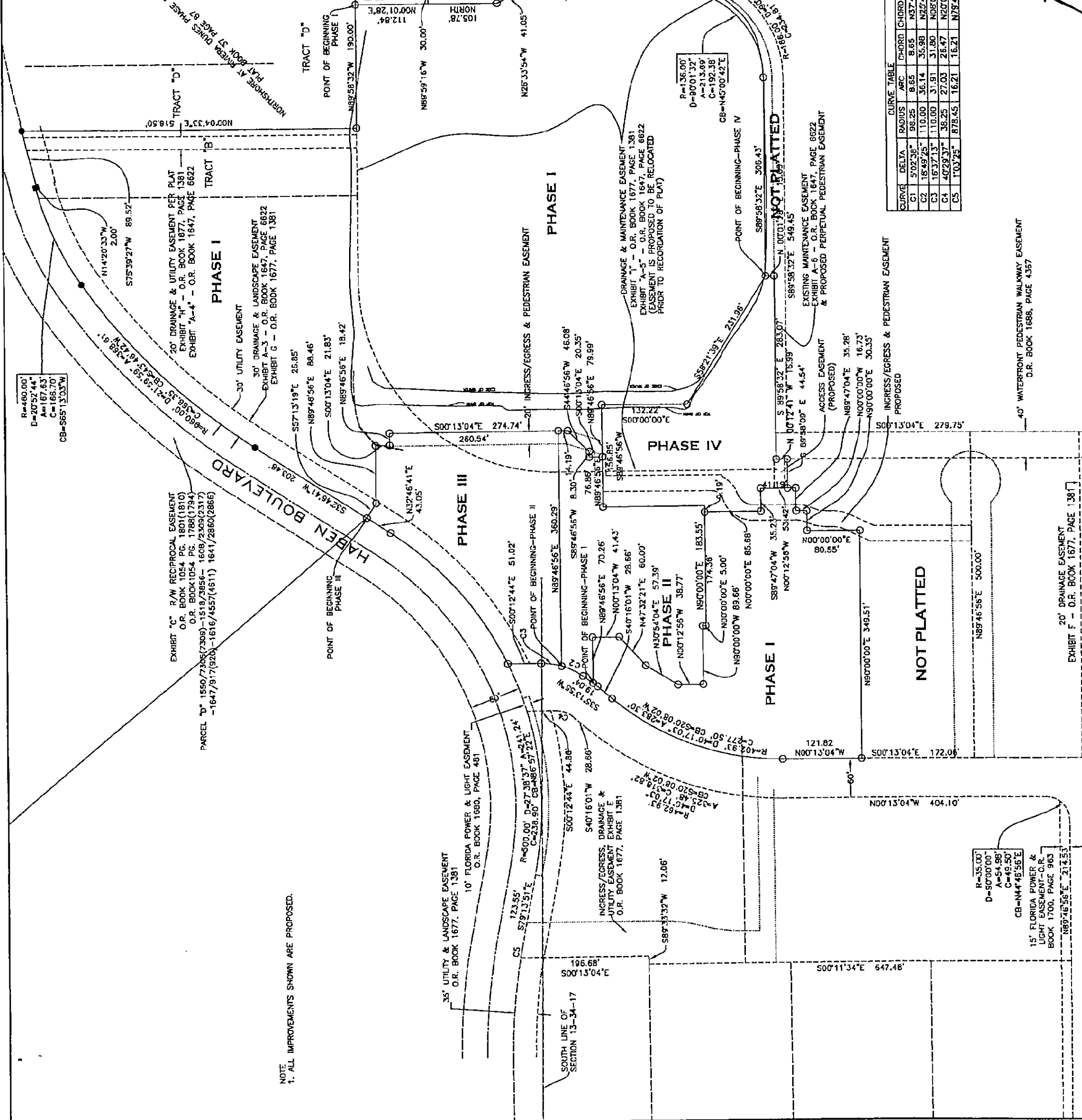
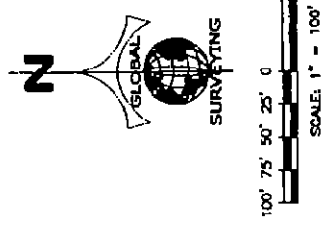
COMMENCE AT THE SOUTHWEST CORNER OF TRACT "H" THE NORTHSORE AT RIVIERA DUNES PHASE 1-A, PLAT BOOK 35, PAGE 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.00'01'28"E. ALONG THE WEST LINE OF SAID TRACT H, A DISTANCE OF 112.83 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF NORTHSORE AT RIVIERA DUNES PHASE 1-B; THENCE N.89'58'32"W. ALONG SAID SOUTH LINE, A DISTANCE OF 220.00 FEET; THENCE N.00'04'33"E., A DISTANCE OF 516.50 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF HABEN BOULEVARD; THE FOLLOWING FIVE (5) CALLS ARE ALONG SAID SOUTH RIGHT OF WAY THENCE S.75'39'27"W., A DISTANCE OF 89.52 FEET; THENCE N.14'20'33"W., A DISTANCE OF 2.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTHEAST, OF WHICH THE RADIUS POINT LIES S.14'20'35"E., A RADIAL DISTANCE OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20'52'44", A DISTANCE OF 167.63 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.65'13'03"W., A DISTANCE OF 166.70 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 960.00 FEET, AND A CENTRAL ANGLE OF 21'59'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 368.61 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.43'46'42"W., A DISTANCE OF 366.35 FEET; THENCE S.32'46'41"W., A DISTANCE OF 203.48 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY OF HABEN BOULEVARD THE FOLLOWING TWO (2) CALLS: S.32'46'41"W., A DISTANCE OF 43.05 FEET TO A POINT OF CURVATURE, CONCAVE NORTHWEST, HAVING A RADIUS OF 500.00 FEET, AND A CENTRAL ANGLE OF 31'20'41"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 273.54 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.48'27'02"W., A DISTANCE OF 270.14 FEET; THENCE S.00'12'44"E., A DISTANCE OF 51.02 FEET TO A POINT OF CURVATURE, CONCAVE WEST, HAVING A RADIUS OF 110.00 FEET, AND A CENTRAL ANGLE OF 16'37'13"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.91 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.08'05'53"W., A DISTANCE OF 31.80 FEET; THENCE N.89'46'56"E., A DISTANCE OF 360.29 FEET; THENCE N.00'13'04"W., A DISTANCE OF 260.54 FEET; THENCE S.89'46'56"W., A DISTANCE OF 18.42 FEET; THENCE N.00'13'04"W., A DISTANCE OF 21.83 FEET; THENCE S.89'46'56"W., A DISTANCE OF 88.46 FEET; THENCE N.57'13'19"W., A DISTANCE OF 26.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 74,351 SQUARE FEET OR 1.71 ACRES, MORE OR LESS.



GLOBAL SURVEYING OF BRADENTON, LLC
CERTIFICATE OF AUTHORIZATION LB #7327
5004 STATE ROAD 64
BRADENTON, FLORIDA 34208
(813) 746-1517

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 SHEET 3 OF 16
BEL MARE
 A CONDOMINIUM
 SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
 MANATEE COUNTY, FLORIDA



CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	5°02'38"	86.25	8.65	8.65	N37°45'14"E
C2	18°49'25"	110.00	36.14	36.98	N28°49'12"E
C3	16°37'13"	110.00	31.91	31.80	N05°05'53"E
C4	4°07'29"	36.25	27.03	26.47	N20°01'45"E
C5	1°03'75"	878.45	16.21	16.21	N79°45'37"W

- LEGEND
- - 1" CAPPED IRON ROD SET - LB #7327
 - - 1" CAPPED IRON ROD FOUND - LB #5594
 - - 4" CONCRETE MONUMENT FOUND - LB #5432

**PROPOSED PHASING PLAN
& BOUNDARY SURVEY**



GLOBAL SURVEYING OF BRADENTON, LLC
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 BRADENTON, FLORIDA 34208
 (941) 746-1512

NOTE:
 1. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

R=35.00'
 D=50°00'00"
 A=54.98'
 C=49.50'
 CB=N44°46'56"E

15' FLORIDA POWER & LIGHT EASEMENT - O.R. BOOK 1700, PAGE 963

160°46'56"E 214.53'

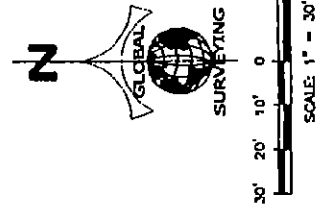
20' DRAINAGE EASEMENT
 EXHIBIT F - O.R. BOOK 1677, PAGE 1381

40' WATERFRONT PEDESTRIAN WALKWAY EASEMENT
 O.R. BOOK 1686, PAGE 4357

HABON U.S. 41 ACCESS & UTILITY EASEMENT

CONDOMINIUM BOOK 36 PAGE 106
SHEET 4 OF 16

BEL MARE
A CONDOMINIUM
SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA

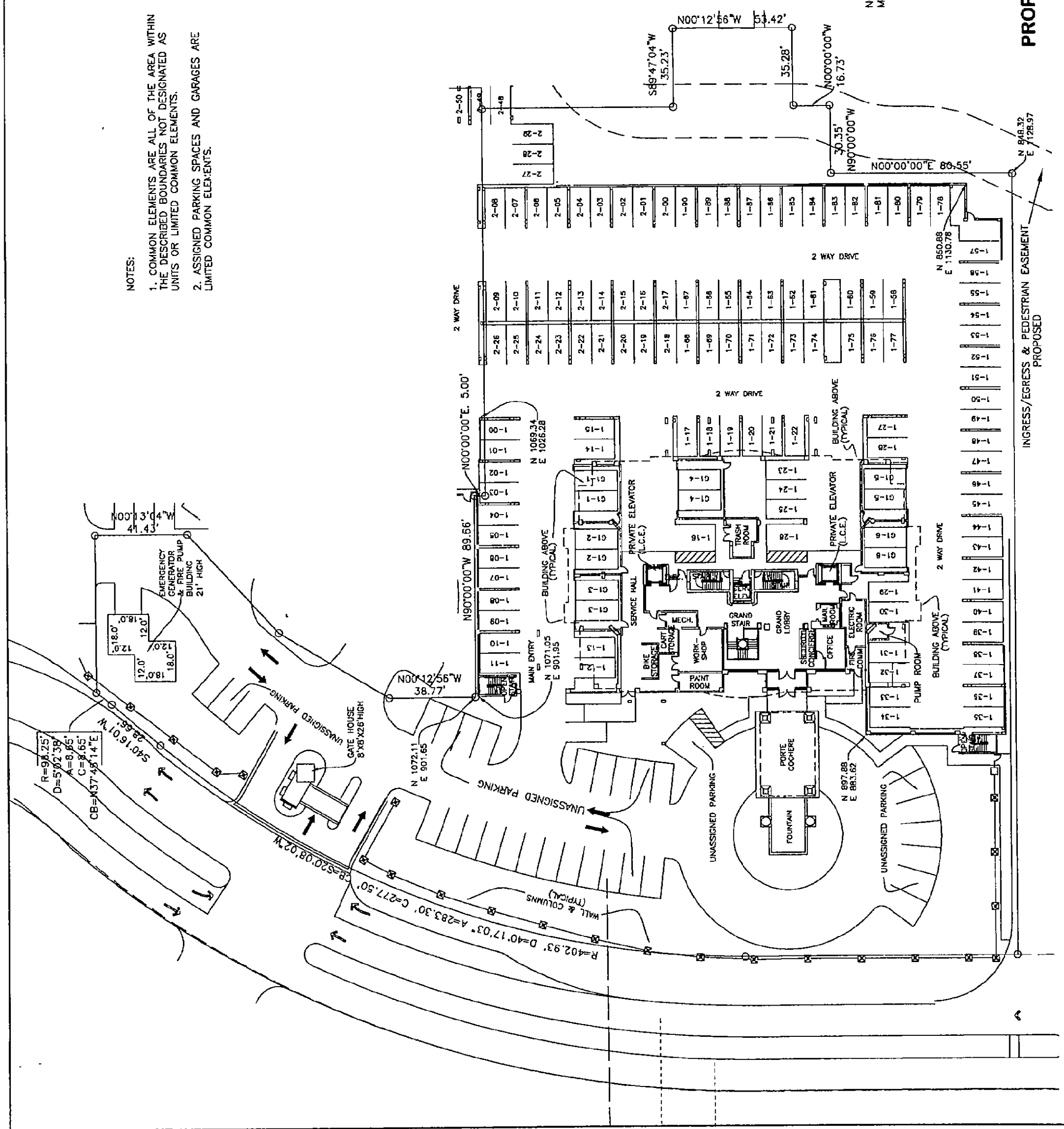


- NOTES:
1. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS.
 2. ASSIGNED PARKING SPACES AND GARAGES ARE LIMITED COMMON ELEMENTS.

NOTE: BUILDING COORDINATES ARE MEASURED TO OUTSIDE OF BUILDING.

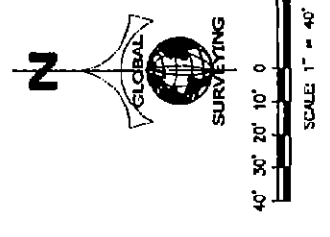
PROPOSED PARKING LEVEL/PHASE I
SITE PLAN

GLOBAL SURVEYING OF BRADENTON, LLC
CERTIFICATE OF AUTHORIZATION LB #7327
5004 STATE ROAD 64
BRADENTON, FLORIDA 34208
(941) 746-1512

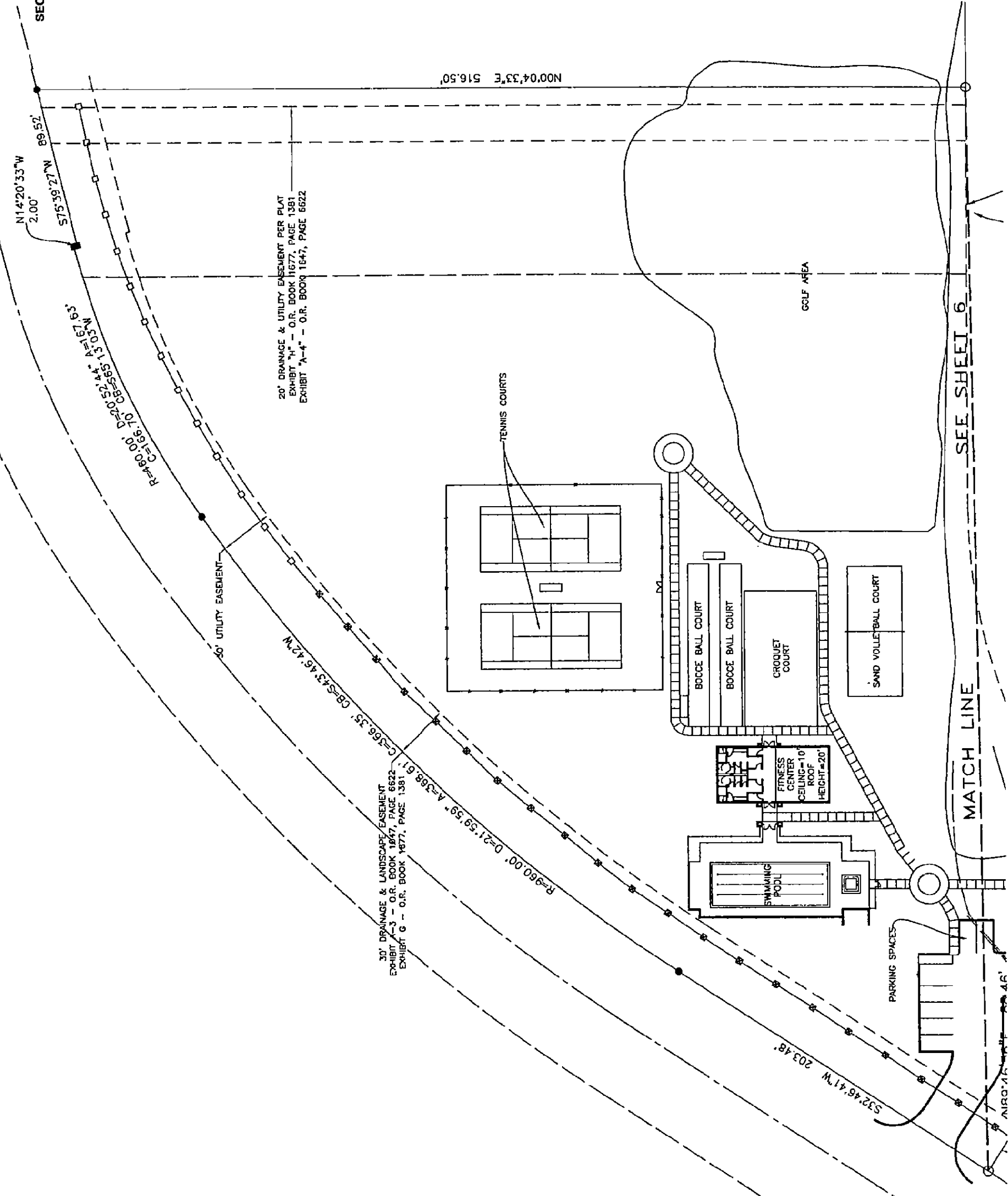


CONDOMINIUM BOOK 36 PAGE 107
SHEET 5 OF 16

BEL MARE
A CONDOMINIUM
SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA



NOTE:
1. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS.



20' DRAINAGE & UTILITY EASEMENT PER PLAT EXHIBIT "N" - O.R. BOOK 1677, PAGE 1381 EXHIBIT "A-4" - O.R. BOOK 1647, PAGE 6622

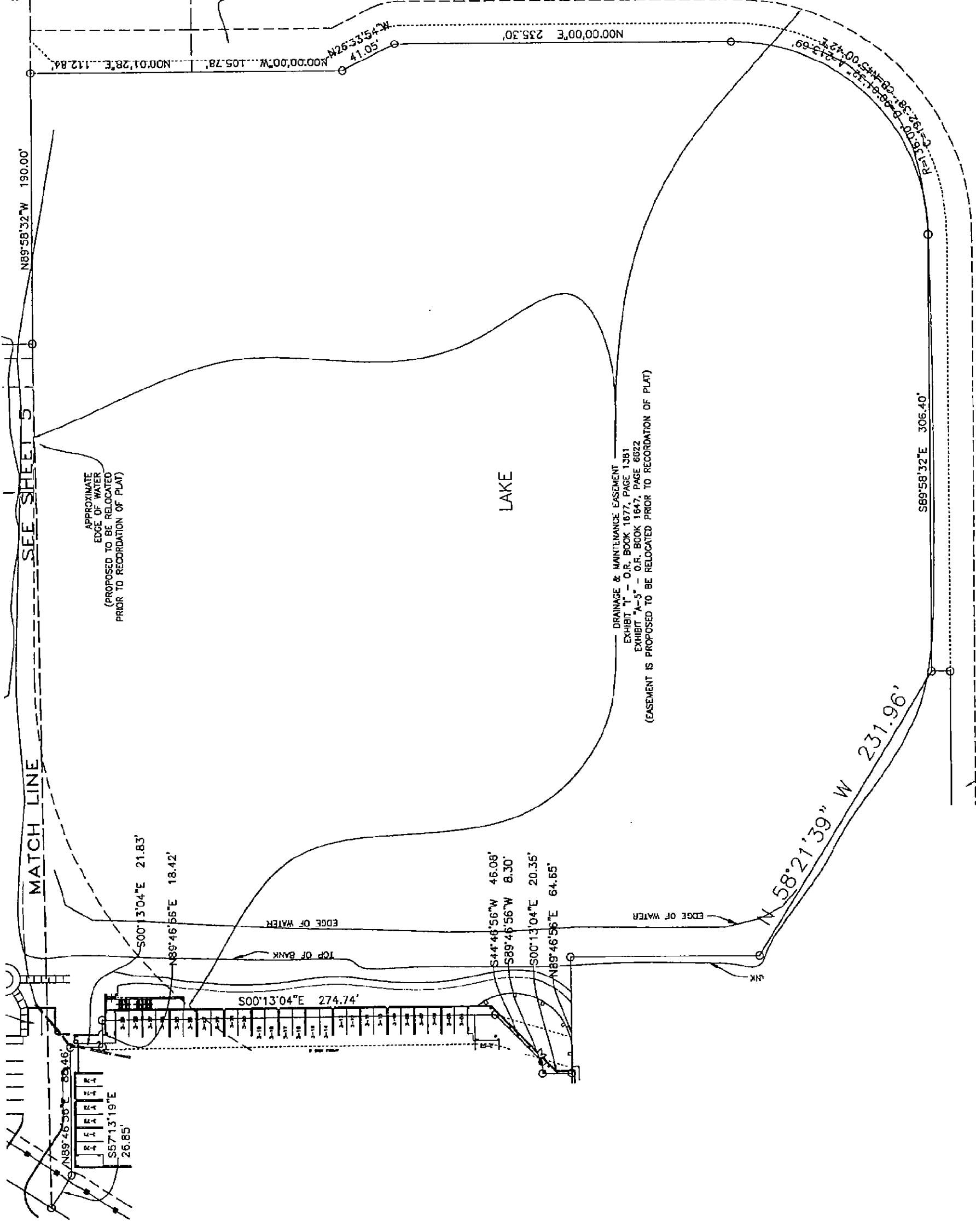
30' DRAINAGE & LANDSCAPE EASEMENT EXHIBIT "A-3" - O.R. BOOK 1647, PAGE 6622 EXHIBIT "G" - O.R. BOOK 1677, PAGE 1381

PROPOSED CLUBHOUSE/FITNESS CENTER PHASE I SITE PLAN
GLOBAL SURVEYING OF BRADENTON, LLC
CERTIFICATE OF AUTHORIZATION LB #7327
5004 STATE ROAD 64
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(941) 746-1512
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CONDOMINIUM BOOF 36 PAGE 108
SHEET 6 of 16

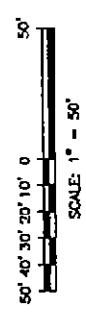
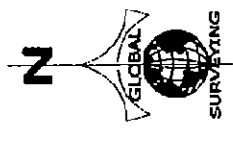
BEL MARE
A CONDOMINIUM

SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA



NOTE:

1. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS.
2. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



PROPOSED PHASE I
SITE PLAN

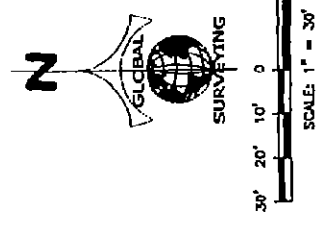


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CONDOMINIUM BOOK 36 - PAGE 109
SHEET 7 OF 16

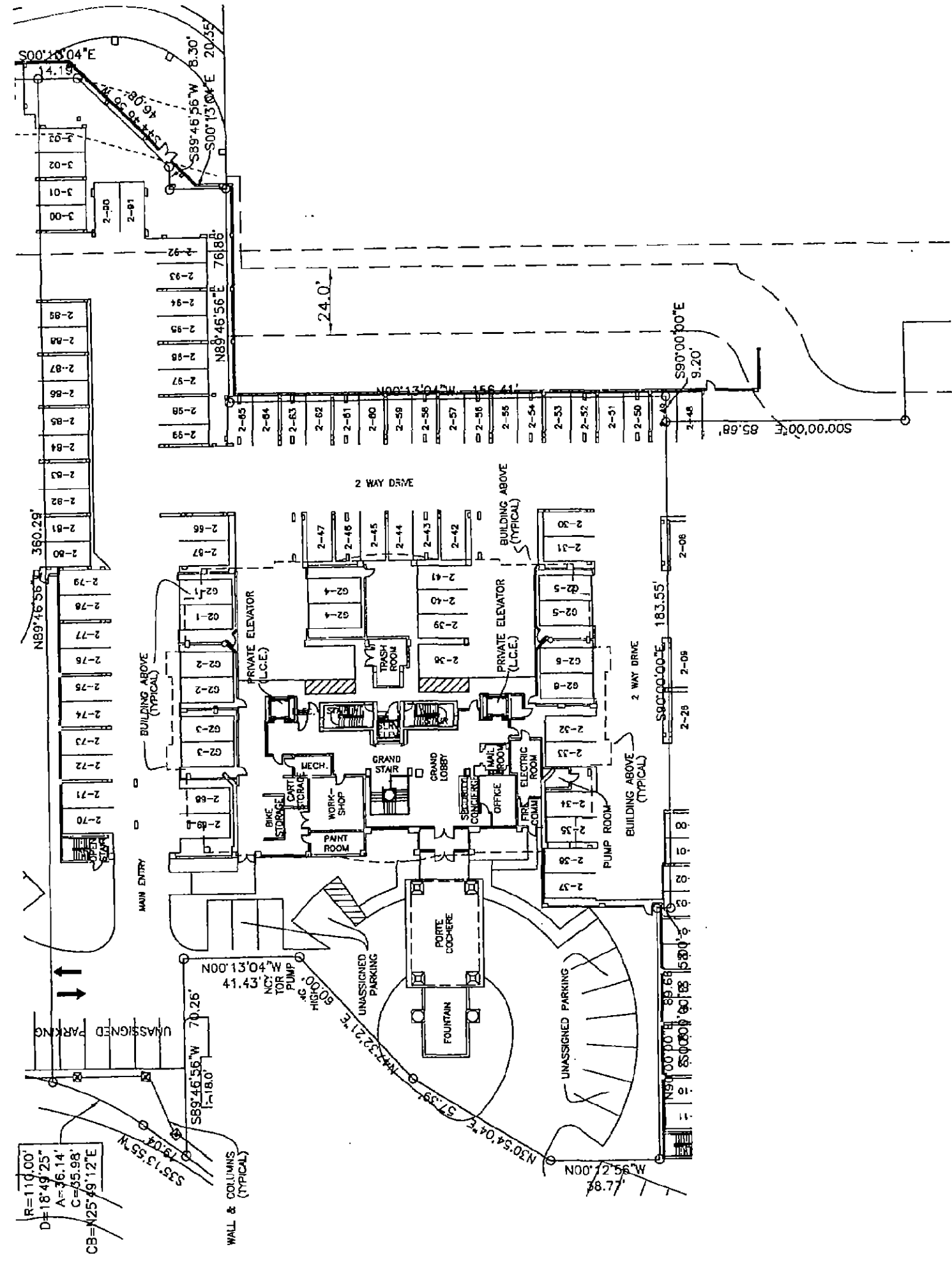
BEL MARE

A CONDOMINIUM
SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA



- NOTES:
1. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS.
 2. ASSIGNED PARKING SPACES AND GARAGES ARE LIMITED COMMON ELEMENTS.
 3. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

NOTE: BUILDING COORDINATES ARE MEASURED TO OUTSIDE OF BUILDING.



PROPOSED PARKING LEVEL/PHASE II & PHASE IV SITE PLAN

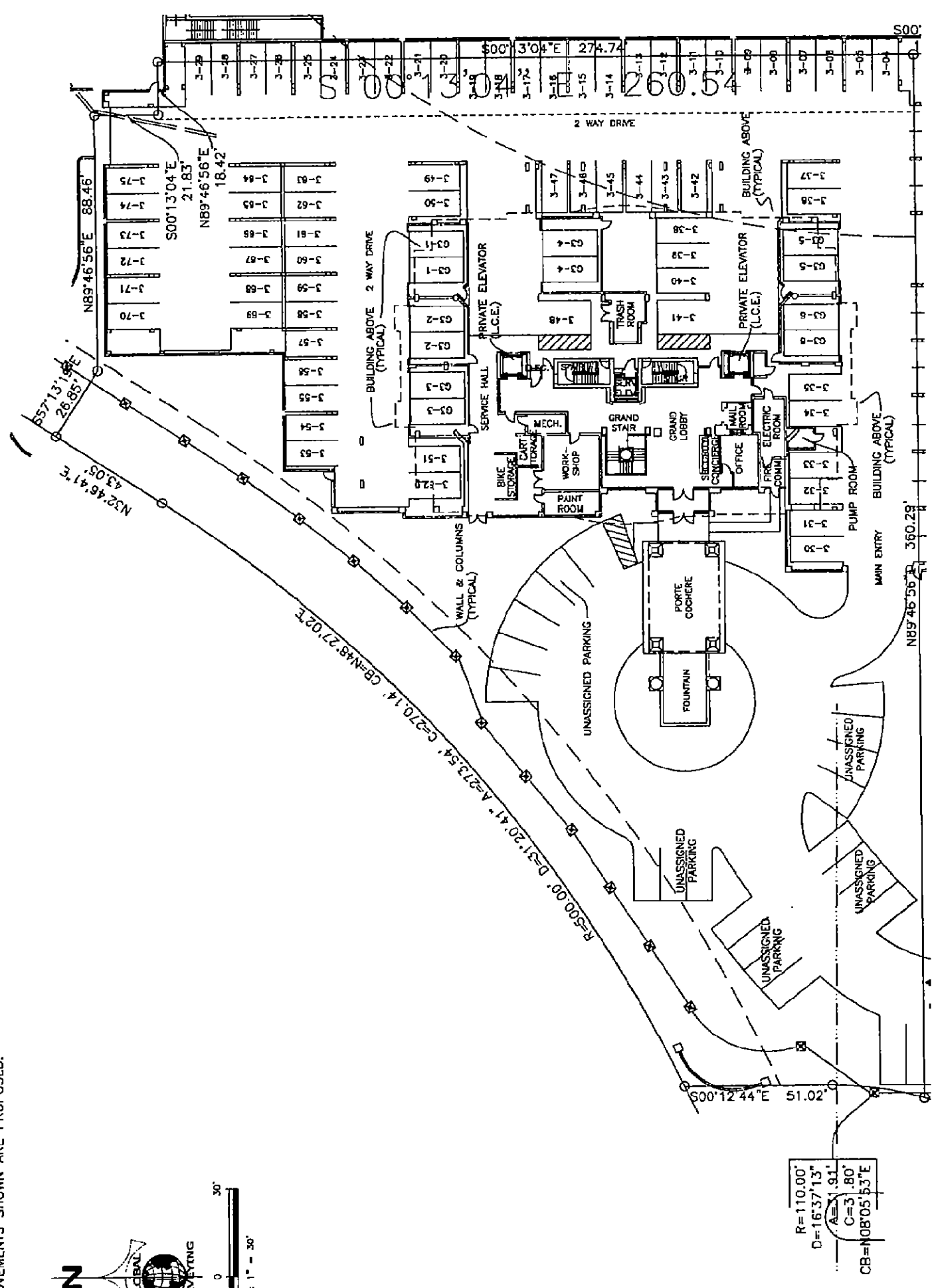
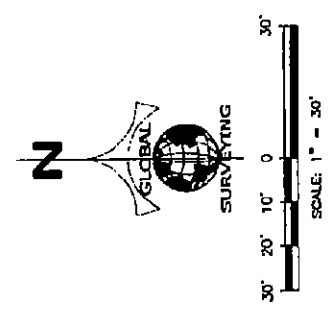


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CERTIFICATE OF AUTHORIZATION LB #7327
5604 STATE ROAD 84
BRADENTON, FLORIDA 34208
(841) 748-1512

CONDOMINIUM BOOK 36 PAGE 110
 SHEET 8 of 16

BEL MARE
A CONDOMINIUM
 SECTIONS 13 & 24, TOWNSHIP 34S, RANGE 17E,
 MANATEE COUNTY, FLORIDA

- NOTES:
1. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS.
 2. ASSIGNED PARKING SPACES AND GARAGES ARE LIMITED COMMON ELEMENTS.
 3. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



NOTE: BUILDING COORDINATES ARE MEASURED TO OUTSIDE OF BUILDING.

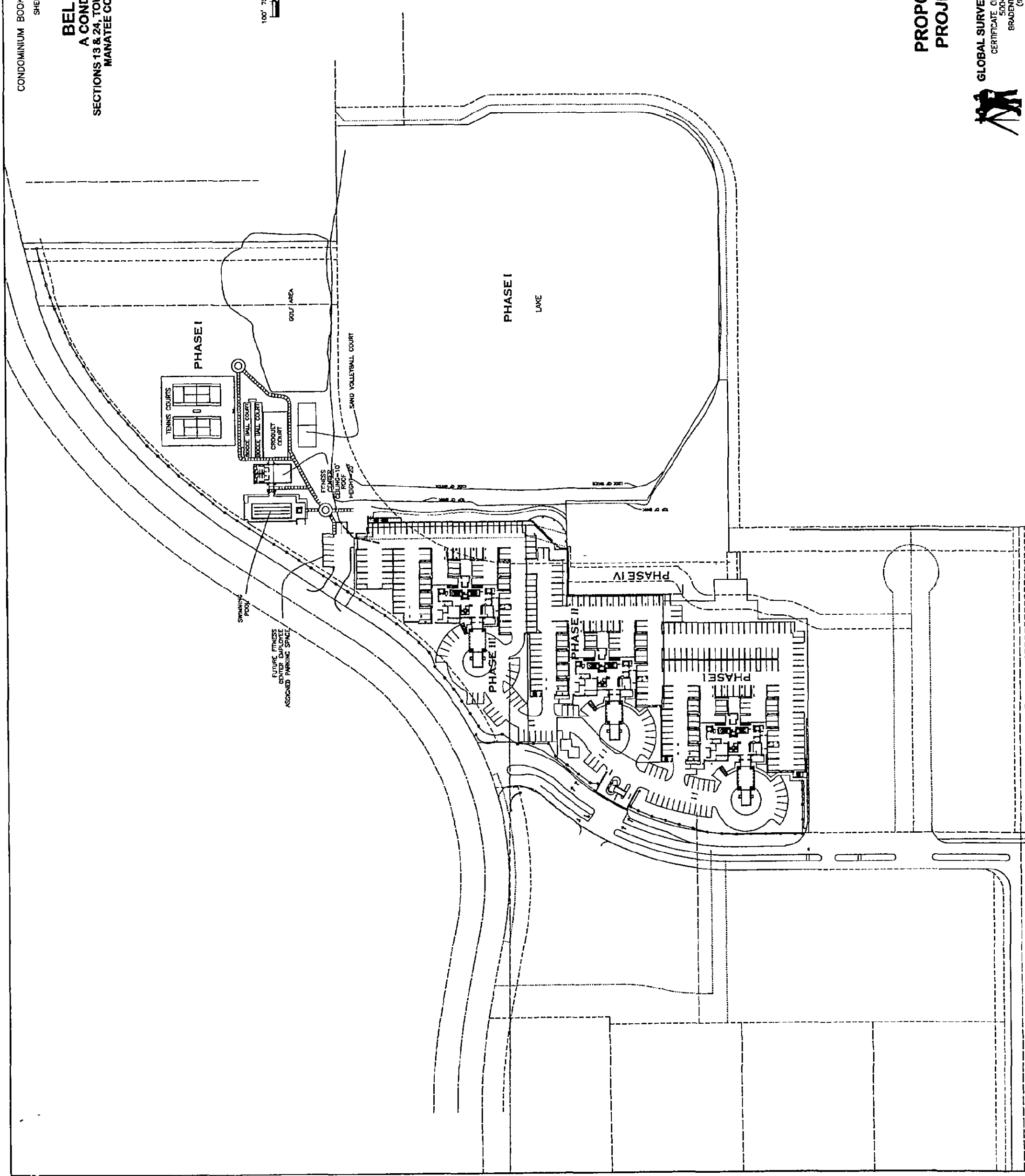
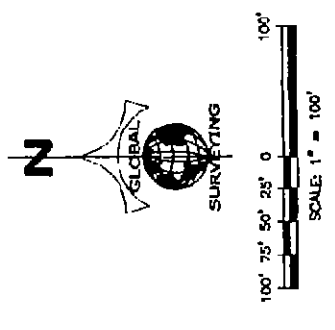
PROPOSED PARKING LEVEL/PHASE III
SITE PLAN




GLOBAL SURVEYING OF BRADENTON, LLC
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 5004 STATE ROAD 64
 BRADENTON, FLORIDA 34208
 (941) 748-1517

CONDOMINIUM BOOK 36 PAGE 11
SHEET 9 of 16

BEL MARE
A CONDOMINIUM
SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA



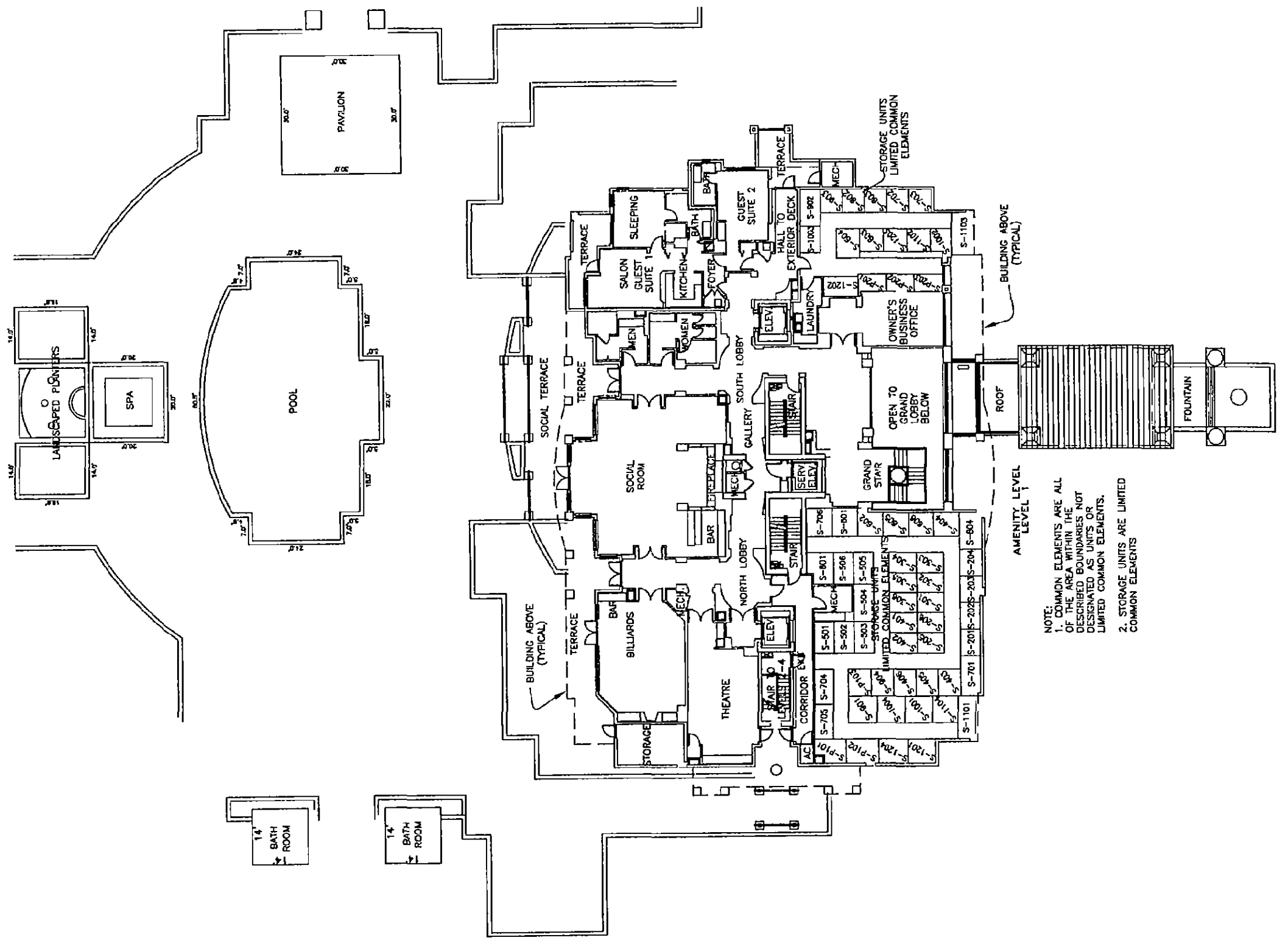
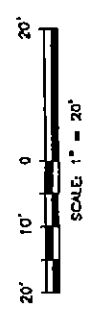
**PROPOSED OVERALL
PROJECT SITE PLAN**


GLOBAL SURVEYING OF BRADENTON, LLC
CERTIFICATE OF AUTHORIZATION LB #7327
5004 STATE ROAD 54
BRADENTON, FLORIDA 34208
(941) 746-1512
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CONDOMINIUM BOOK 36 PAGE 112
SHEET 10 OF 16

BEL MARE

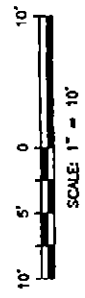
A CONDOMINIUM
SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA



AMENITY LEVEL
LEVEL 1

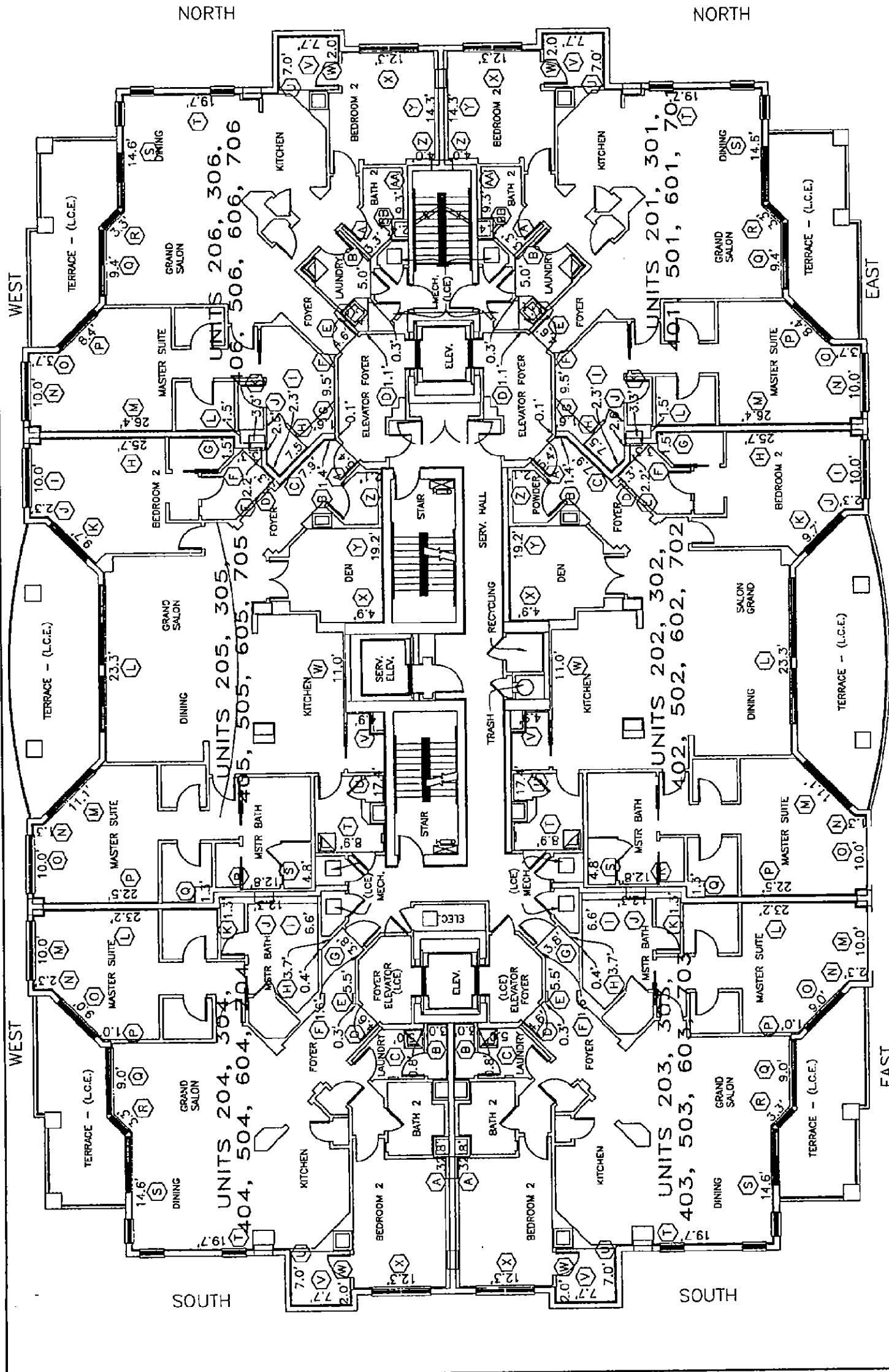
NOTE:
1. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS.
2. STORAGE UNITS ARE LIMITED COMMON ELEMENTS

BEL MARE
A CONDOMINIUM
SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA



PERIMETRICAL BOUNDARIES

FLOOR PLAN LEVELS 2-7



NOTES:

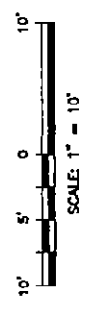
1. DRAWING DIMENSIONS SHOWN ARE PROPOSED - SEE CHART FOR AS-BUILT MEASUREMENTS.
2. INTERIOR ROOMS WERE TAKEN FROM ARCHITECTURAL PLANS ARE NOT FIELD VERIFIED AND MAY VARY FROM THOSE ACTUALLY CONSTRUCTED.
3. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS(LCE).

PHASE I AS-BUILT MEASUREMENTS

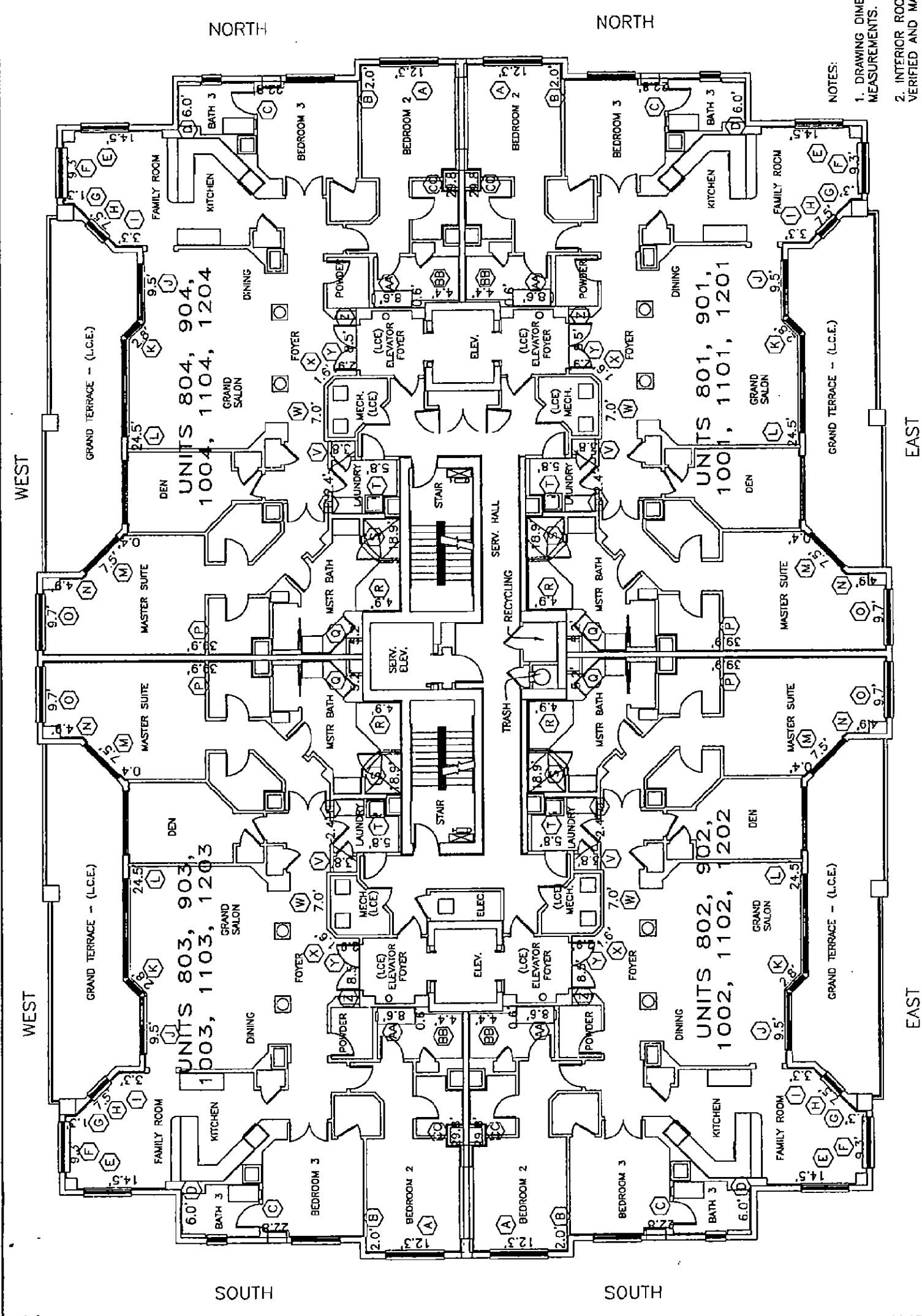
UNIT #	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB
201	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
202	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
203	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
204	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
205	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
206	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
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208	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
209	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
210	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
211	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
212	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
213	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
214	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
215	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
216	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
217	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
218	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
219	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
220	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
221	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
222	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
223	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
224	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
225	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
226	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
227	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
228	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
229	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
230	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
231	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
232	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
233	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
234	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
235	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
236	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
237	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
238	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
239	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
240	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
241	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
242	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
243	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
244	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
245	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
246	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
247	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	28.4															

CONDOMINIUM BOOK 36 PAGE 114
 SHEET 12 OF 16

BEL MARE
 A CONDOMINIUM
 SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E,
 MANATEE COUNTY, FLORIDA



PERIMETRICAL BOUNDARIES



- NOTES:
1. DRAWING DIMENSIONS SHOWN ARE PROPOSED - SEE CHART FOR AS-BUILT MEASUREMENTS.
 2. INTERIOR ROOMS WERE TAKEN FROM ARCHITECTURAL PLANS ARE NOT FIELD VERIFIED AND MAY VARY FROM THOSE ACTUALLY CONSTRUCTED.
 3. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS(LCE).

FLOOR PLAN LEVELS 8-12

PHASE I AS-BUILT MEASUREMENTS

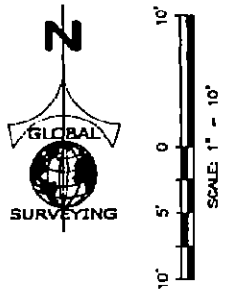
UNIT #	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC
801	12.3	2.0	22.8	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
802	12.3	2.0	22.8	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
803	12.3	2.0	22.8	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
804	12.3	2.0	22.8	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
901	12.3	2.0	22.8	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
902	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
903	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
904	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1001	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1002	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1003	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1004	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1101	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1102	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1103	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1104	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1201	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.5	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1202	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.5	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1203	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.5	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1204	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.5	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8



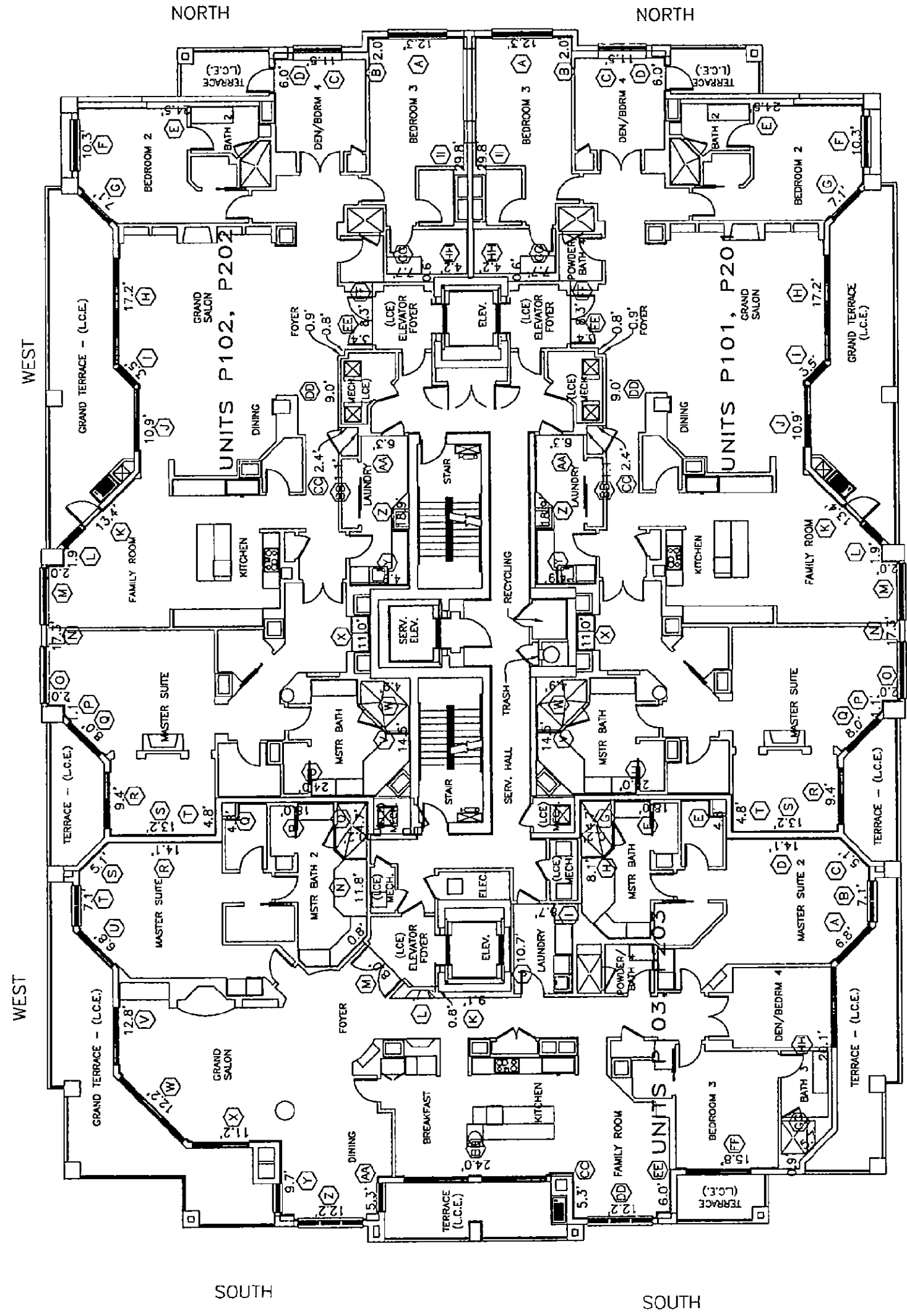
**GLOBAL SURVEYING OF
 BRADENTON, LLC**
 CERTIFICATE OF AUTHORIZATION LB #7327
 5004 STATE ROAD 64
 BRADENTON, FLORIDA 34208
 (941) 746-1372

CONDOMINIUM BOOK 36 PAGE 115
SHEET 13 OF 16

BEL MARE
A CONDOMINIUM
SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA



PERIMETRICAL BOUNDARIES



- NOTES:
1. DRAWING DIMENSIONS SHOWN ARE PROPOSED -- SEE CHART FOR AS-BUILT MEASUREMENTS.
 2. INTERIOR ROOMS WERE TAKEN FROM ARCHITECTURAL PLANS ARE NOT FIELD VERIFIED AND MAY VARY FROM THOSE ACTUALLY CONSTRUCTED.
 3. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS(LCE).

FLOOR PLAN
LEVELS 14-15

PHASE I AS-BUILT MEASUREMENTS

UNIT #	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	DD	EE	FF	GG	HH	II
P101	12.3	2.0	11.5	6.1	24.5	10.3	7.0	17.1	3.8	10.9	13.3	2.0	2.1	17.3	2.0	1.1	8.0	9.4	13.2	4.7	24.0	14.5	4.8	11.0	4.8	18.9	6.3	1.1	2.4	9.0	3.4	6.3	7.7	4.2	29.8
P102	12.3	2.0	11.6	6.0	24.5	10.3	7.1	17.3	3.5	10.8	13.4	2.0	2.0	17.3	2.1	1.1	7.9	9.4	13.3	4.7	24.0	14.4	4.8	11.0	4.9	18.9	6.2	1.1	2.4	9.0	3.4	6.3	7.7	4.2	29.8
P103	6.7	7.2	5.2	14.0	4.7	18.0	4.7	8.1	6.7	10.7	9.1	3.7	8.0	11.8	4.7	18.0	4.7	14.1	5.1	7.2	6.9	12.8	12.2	11.3	9.6	17.3	5.2	24.0	5.3	12.2	6.0	15.9	5.8	20.2	
P201	12.3	2.0	11.6	6.0	24.4	10.3	7.1	17.1	3.5	10.9	13.4	2.0	2.0	17.3	2.1	1.2	8.0	9.4	13.3	4.7	24.0	14.5	5.0	11.1	5.0	18.9	6.2	1.1	2.3	9.0	3.4	6.3	7.7	4.2	29.8
P202	12.3	2.0	11.6	6.0	24.4	10.3	7.0	17.2	3.5	10.9	13.4	2.0	2.1	17.2	2.1	1.1	8.0	9.4	13.3	4.8	24.0	14.4	4.9	11.0	5.0	18.9	6.3	1.1	2.4	9.0	3.4	6.3	7.7	4.2	29.8
P203	6.7	7.3	5.2	14.0	4.7	18.0	4.7	8.1	6.7	10.7	9.1	3.7	8.0	11.8	4.7	18.0	4.7	14.0	5.2	7.2	6.9	12.7	12.1	11.3	9.7	12.2	5.3	24.0	5.2	12.2	5.9	15.6	5.6	20.1	

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SHEET 14 OF 16

BEL MARE
A CONDOMINIUM
SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA

PHASE II AS-BUILT MEASUREMENTS (SEE SHEET 11 FOR PLAN)

UNIT #	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB		
201																														
202																														
203																														
204																														
205																														
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PHASE II AS-BUILT MEASUREMENTS (SEE SHEET 12 FOR PLAN)

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PHASE II AS-BUILT MEASUREMENTS (SEE SHEET 13 FOR PLAN)

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CONDOMINIUM BOOK 34 PAGE 117
 SHEET 15 of 16

BEL MARE

A CONDOMINIUM

SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
 MANATEE COUNTY, FLORIDA

PHASE III AS-BUILT MEASUREMENTS (SEE SHEET 11 FOR PLAN)

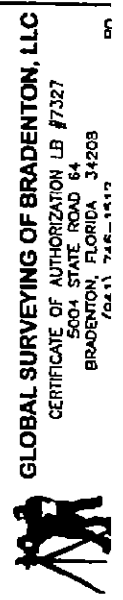
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PHASE III AS-BUILT MEASUREMENTS (SEE SHEET 12 FOR PLAN)

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PHASE III AS-BUILT MEASUREMENTS (SEE SHEET 13 FOR PLAN)

UNIT #	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	DD	EE	FF	GG	HH	II			
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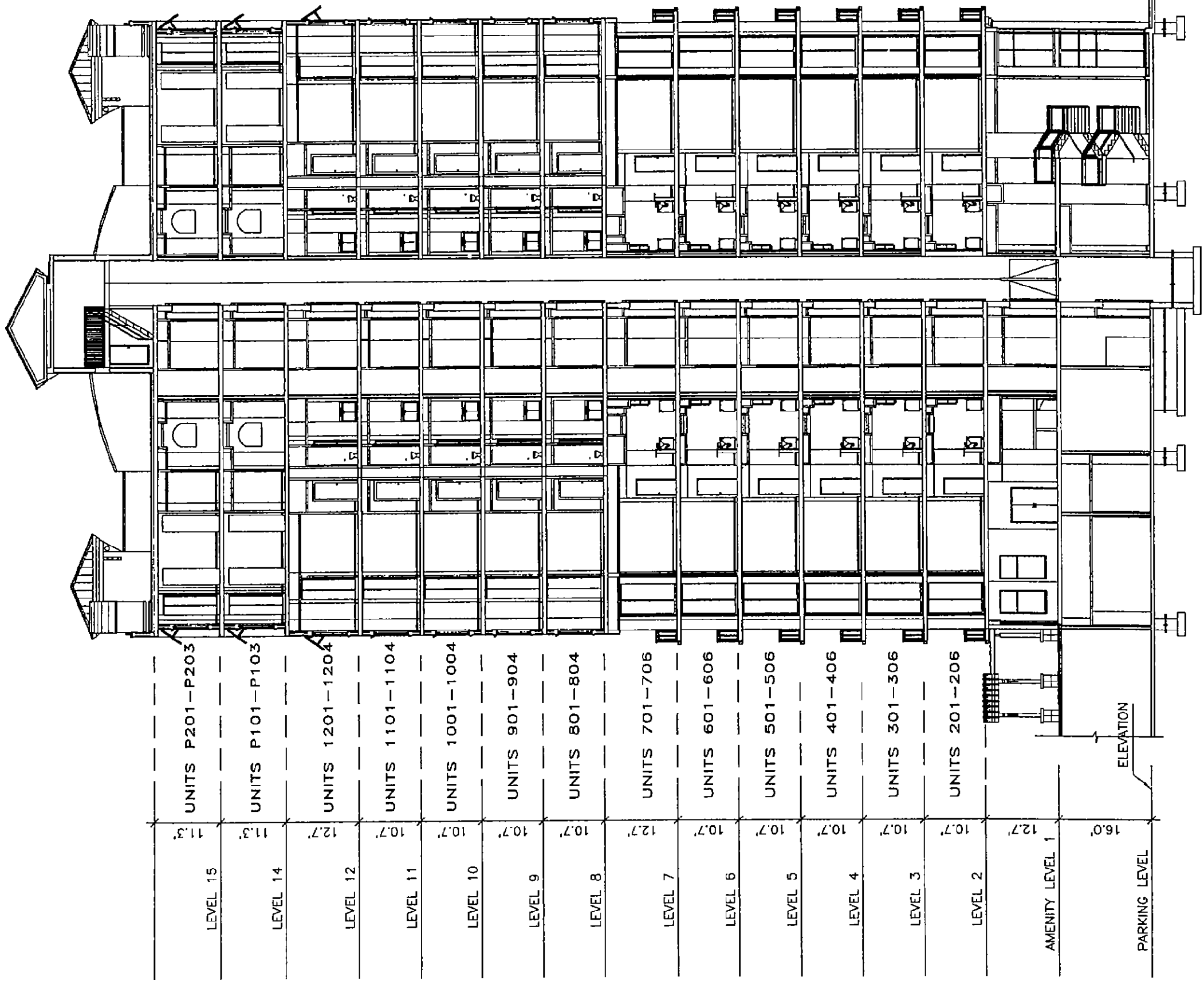


GLOBAL SURVEYING OF BRADENTON, LLC
 CERTIFICATE OF AUTHORIZATION LB #7327
 5004 STATE ROAD 64
 BRADENTON, FLORIDA 34208
 (813) 718-1417

BEL MARE
A CONDOMINIUM
SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA



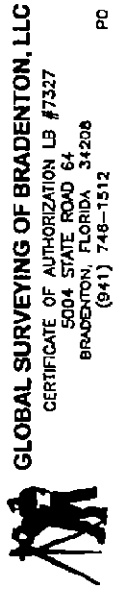
- NOTES:
1. DIMENSIONS SHOWN ARE PROPOSED - SEE CHART FOR AS-BUILT MEASUREMENTS.
 2. INTERIOR ROOMS WERE TAKEN FROM ARCHITECTURAL PLANS ARE NOT FIELD VERIFIED AND MAY VARY FROM THOSE ACTUALLY CONSTRUCTED.
 3. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS(LCE).



LEVEL 15	UNITS P201-P203	11.3'
LEVEL 14	UNITS P101-P103	11.3'
LEVEL 12	UNITS 1201-1204	12.7'
LEVEL 11	UNITS 1101-1104	10.7'
LEVEL 10	UNITS 1001-1004	10.7'
LEVEL 9	UNITS 901-904	10.7'
LEVEL 8	UNITS 801-804	10.7'
LEVEL 7	UNITS 701-706	12.7'
LEVEL 6	UNITS 601-606	10.7'
LEVEL 5	UNITS 501-506	10.7'
LEVEL 4	UNITS 401-406	10.7'
LEVEL 3	UNITS 301-306	10.7'
LEVEL 2	UNITS 201-206	10.7'
AMENITY LEVEL 1		12.7'
PARKING LEVEL		16.0'

UPPER & LOWER BOUNDARIES

ELEVATION



GLOBAL SURVEYING OF BRADENTON, LLC
CERTIFICATE OF AUTHORIZATION LB #7327
5004 STATE ROAD 64
BRADENTON, FLORIDA, 34208
(941) 748-1512

EXHIBIT "C"

**ARTICLES OF INCORPORATION OF
BEL MARE CONDOMINIUM ASSOCIATION, INC.**

EXHIBIT "C" TO DECLARATION FOR BEL MARE. A CONDOMINIUM

Department of State 6/21/2004 7:25 PAGE 1/1 RightFAX



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

June 21, 2004

BEL MARE CONDOMINIUM ASSOCIATION, INC.
1819 MAIN ST., SUITE 610
SARASOTA, FL 34236

The Articles of Incorporation for BEL MARE CONDOMINIUM ASSOCIATION, INC. were filed on June 18, 2004, and assigned document number N04000006110. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H04000129280.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at the address given below.

Sincerely,
Wanda Cunningham
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 804A00040906

**ARTICLES OF INCORPORATION OF
BEL MARE CONDOMINIUM ASSOCIATION, INC.
A NON-PROFIT FLORIDA CORPORATION**

We, the undersigned hereby associate ourselves together for the purpose of becoming a corporation not for profit under the laws of the State of Florida, by and under the provisions of the Statutes of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

**ARTICLE I
NAME, ADDRESS AND REGISTERED AGENT**

Section 1. Name and Principal Office. The name of the corporation shall be Bel Mare Condominium Association, Inc., a non-profit Florida corporation. For convenience the corporation shall be referred to in these Articles as the "Association." The initial principal offices of the Association shall be located at 1819 Main Street, Suite 610, Sarasota, Florida 34236.

Section 2. Registered Office and Registered Agent. The street address of the initial registered office of the Association is 1819 Main Street, Suite 610, Sarasota, Florida 34236. The name of the Association's initial registered agent is Sam D. Norton.

**ARTICLE II
DEFINITIONS**

Unless a contrary intent is apparent, terms used in these Articles of Incorporation shall have the same meaning as set forth in the Declaration of Condominium for Bel Mare, a Condominium (the "Declaration"), to be recorded in the Public Records of Manatee County, Florida, with respect to the land described therein.

**ARTICLE III
PURPOSE**

Section 1. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the maintenance, operation and management of Bel Mare, a Condominium (the "Condominium"), located in Manatee County, Florida. The Condominium is being developed and sold by Riviera Dunes Development Partners, L.L.C., a Delaware limited liability company (the "Developer").

Section 2. Distribution of Income. The Association shall make no distribution of income to and no dividend shall be paid to its member, directors or officers.

Section 3. No Shares of Stock. The Association shall not have or issue shares of stock.

ARTICLE IV
POWERS AND DUTIES

Section 1. Common Law and Statutory Powers. The Association shall have and exercise all rights and powers conferred upon corporations not for profit under the laws of the State of Florida consistent with these Articles and the Declaration.

Section 2. Specific Powers. The Association shall also have all of the powers and authority reasonably necessary or appropriate to carry out the duties imposed upon it by the Declaration, including, but not limited to, the following:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as defined in the Declaration;

(b) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments and assessment liens pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes for governmental charges levied or imposed against the property of the corporation;

(c) To acquire (by gift, purchase or lease), to own, hold, improve, insure, build upon, operate, maintain, replace and to repair, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, and to contract improvements and to repair, remodel and demolish the same, on any property that is owned or leased by the Association;

(d) To borrow money, and with the consent of two-thirds (2/3) of each of its members, mortgage, pledge, deed and trust, or hypothecate any or all of its real or personal property, including any lien rights it may have, as security for money borrowed or debts incurred;

(e) To participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes or to annex additional property and common elements, provided that such mergers, consolidation or organization shall have the consent of two-thirds (2/3) of its members;

(f) To make and amend reasonable Rules and Regulations respecting the use of any property or facilities over which the Association may have control, jurisdiction or administrative responsibilities, and to provide the penalties for the violation of any such Rules and Regulations; provided, however, that all such Rules and Regulations and amendments thereto (except for the initial Rules and Regulations which may be adopted by the first Board of Administration) shall be approved by not less than sixty percent (60%) of the votes of the entire membership of the Association before same shall become effective;

(g) To contract for the maintenance of such recreational facilities, and other areas and improvements as may be placed under the jurisdiction of this Association either by the Declaration or by resolution adopted by the Association's Board of Administration;

(h) To employ such legal counsel, accountants and other agents or employees as may be deemed necessary for the protection and furtherance of the interests of the Association and of its members and to carry out the purposes of the Association;

(i) To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members as unit owners;

(j) To enforce by legal means the provisions of the Florida Condominium Act, the Declaration, these Articles, the Bylaws of the Association and the Rules and Regulations for use of the property of the Condominium, if any;

(k) To contract for the management of the Condominium and to delegate to such manager all powers and duties of the Association, except such as are specifically required by the Declaration to have the approval of the membership of the Association;

(l) To purchase units in the Condominium, and to acquire and hold, lease, mortgage and convey the same, subject, however, to the provisions of the Declaration and the Bylaws of the Association relative thereto; and

(m) To operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

ARTICLE V MEMBERSHIP

Section 1. Members. The members of the Association shall consist of the record owners of units in the Condominium.

Section 2. Developer as Member. The Developer shall be a member of the Association so long as the Developer owns any portion of the Condominium property that the Developer intends to be subjected to the terms of the Declaration, or so long as the Developer holds a mortgage encumbering any portion of the Condominium property.

Section 3. Change of Membership. After receiving any approval of the Association required by the Declaration, change of membership in the Association shall be established

by the recording in the Public Records of Manatee County, Florida, of a deed or other instrument establishing a change of record title to a unit in the Condominium and the delivery to the Association of a copy of such recorded instrument. The owner designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior owner shall terminate. In the event of death of any Owner Member, his membership shall be automatically transferred to his heirs or successors in interest.

Section 4. Limitation on Transfer of Shares of Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's unit.

ARTICLE VI
VOTING RIGHTS

The owner of each unit in the Condominium shall have one (1) full vote, which vote shall be cast by a designated owner as provided for in the Declaration.

ARTICLE VII
BOARD OF ADMINISTRATION

Section 1. Directors. The affairs of the Association shall be managed by a Board of Directors, referred to as the Board of Administration, consisting of the number of Directors determined by the Bylaws, which shall in no event be more than seven (7) Directors and not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

Section 2. First Board of Administration. The names and addresses of the persons who are to initially act in the capacity of Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Timothy J. Morris	1819 Main Street, Suite 610 Sarasota, Florida 34236
C. Timothy Vining	1819 Main Street, Suite 610 Sarasota, Florida 34236
Larry Lipa	1819 Main Street, Suite 610 Sarasota, Florida 34236

Section 3. Term and Election. Unless contrary provisions are contained in the Association's Bylaws or made by law, each Director's term of office shall be for one (1)

year, provided that all Directors shall continue in office until their successors are duly elected and installed. The Directors shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Administration shall be filled in the manner provided by the Bylaws of the Association.

ARTICLE VIII
OFFICERS

The affairs of this Association shall be administered by the officers designated herein. The officers shall be elected by the Board of Directors and shall serve at the pleasure of the Board of Administration. The names and addresses of the officers who shall serve until their successors are designated by the Board of Administration are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Timothy J. Morris	1819 Main Street, Suite 610 Sarasota, FL 34236
Vice President	Larry Lipa	1819 Main Street, Suite 610 Sarasota, FL 34236
Treasurer / Secretary	C. Timothy Vining	1819 Main Street, Suite 610 Sarasota, FL 34236

ARTICLE IX
SUBSCRIBERS

The name and business address of the subscribing Incorporator to the Articles of Incorporation is:

<u>Name</u>	<u>Address</u>
Sam D. Norton	1819 Main Street, Suite 610 Sarasota, FL 34236

ARTICLE X
INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities; including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a part or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a

Director or Officer at the time such expenses are incurred, except when the Director or Officer is guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Administration approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XI
BYLAWS

The first Bylaws of this corporation shall be adopted by the Board of Administration and may be altered, amended or rescinded by the members in the manner provided by the Bylaws.

ARTICLE XII
AMENDMENTS

Section 1. Amendments. Amendments to these Articles may be made and adopted upon the following conditions:

- (a) A notice of the proposed amendment shall be included in the notice of the Members' meeting which shall consider the amendment. The meeting may be the annual meeting or a special meeting;
- (b) There is an affirmative vote of two-thirds (2/3) of the membership votes entitled to be cast; and
- (c) A copy of each amendment shall be certified by the Secretary of State and shall be recorded in the Public Records of Manatee County, Florida in accordance with the Florida Condominium Act.

Section 2. Limitation. No amendment shall make any changes which would in any way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, Developer, unless Developer joins in the execution of the amendment, and no amendment shall be made that is in conflict with the Florida Condominium Act or the Declaration.

ARTICLE XIII
TERM

The term of the Association shall be perpetual unless the Condominium is terminated pursuant to the provisions of the Declaration and in the event of such termination, the corporation shall be dissolved in accordance with the law. Upon dissolution of the Association, the property consisting of the surface water management system shall be conveyed to an appropriate agency of the local government; or, if not accepted by the

agency, then the surface water management system shall be dedicated to a similar non-profit corporation.

IN WITNESS WHEREOF, I, the undersigned subscriber to these Articles of Incorporation, have hereunto set my hand and seal this 18th day of June, 2004.

By: [Signature]
Michael P. Infanti

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of June, 2004, by Michael P. Infanti, as Incorporator of Bel Mare Condominium Association, Inc., a non-profit Florida corporation, on behalf of the non-profit corporation. He is personally known to me.

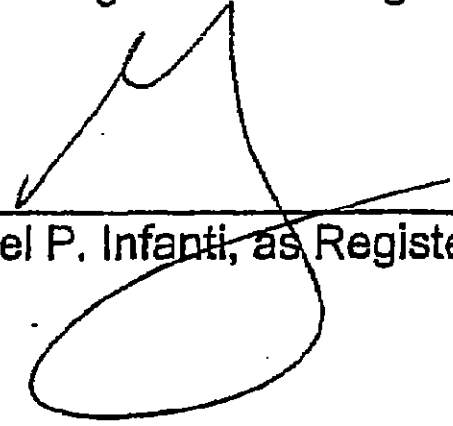
[Signature]
Name: _____
Notary Public



Sheryl A. Miller
MY COMMISSION # DD052482 EXPIRES
September 3, 2005
BONDED THRU TROY FAY INSURANCE, INC

ACCEPTANCE BY REGISTERED AGENT

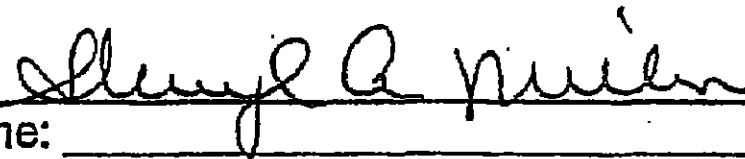
The undersigned hereby accepts the designation as registered agent of the foregoing corporation.



Michael P. Infanti, as Registered Agent

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of June, 2004, by Michael P. Infanti, as registered agent, who is personally known to me.



Name: _____
Notary Public

My Commission Expires:


 Sheryl A. Miller
MY COMMISSION# DD052482 EXPIRES
September 3, 2005
BONDED THRU TROY FAH INSURANCE, INC

EXHIBIT "D"

**BYLAWS
OF
BEL MARE CONDOMINIUM ASSOCIATION, INC.**

**BYLAWS
OF
BEL MARE CONDOMINIUM ASSOCIATION, INC.,
a non-profit Florida corporation**

**ARTICLE I
NAME AND LOCATION**

Section 1. **IDENTITY** - These are the Bylaws of Bel Mare Condominium Association, Inc., a non-profit Florida corporation ("Association"), formed for the purpose of administering the Bel Mare Condominium ("Condominium"), which is located in Manatee County, Florida, upon the lands described in the Declaration of Condominium.

Section 2. **OFFICE** - The office of the Association shall be at the Condominium.

Section 3. **FISCAL YEAR** - The fiscal year of the Association shall be the calendar year.

Section 4. **SEAL** - The seal of the Association shall bear the name of the Association, the word "Florida," the words "Corporation not for profit," and the year of incorporation.

**ARTICLE II
MEMBERS' MEETINGS**

Section 1. **ANNUAL MEMBERS' MEETINGS** shall be held at the Condominium or at such other convenient location as may be determined by the Board of Administration, at such hour and upon such date each year as may be determined by the Board, for the purpose of electing Directors and of transacting business authorized to be transacted by the members.

Section 2. **SPECIAL MEMBERS' MEETINGS** shall be held whenever called by the President, Vice-President, or by a majority of the Board of Administration, and when called by written notice from ten percent (10%) of the entire membership. As to the meeting required when Unit Owners other than the Developer are entitled to elect a member or members of the Board of Administration, the meeting may be called and notice given by any Unit Owner if the Association fails to do so.

Section 3. **NOTICE OF MEMBERS' MEETINGS** - Notice of the annual meetings shall be sent to each Unit Owner by United States mail or by hand delivery at least fourteen (14) days prior to the annual meeting. A post office certificate of mailing shall be obtained and retained as proof of such mailing. Written notice of the meeting shall also be posted in a conspicuous place on the Condominium property at least fourteen (14) continuous days preceding the annual meeting.

The Board of Administration shall also mail a meeting notice and copies of the proposed annual budget of Common Expenses to the Unit Owners not less than fourteen (14) days prior to the meeting at which the budget will be considered.

Notice of a special meeting to elect a Director or Directors from the Unit Owners other than the Developer is specified in Article 3, Section 2(d) of these Bylaws.

Notice of a special meeting called by the Board at the written request of ten percent (10%) of the Owners because of a budget exceeding 115% of that of the preceding year requires not less than fourteen (14) days written notice to each Unit Owner.

Notice of other special meetings not covered above shall be in writing and mailed to each member first class, postage pre-paid not less than ten (10) days prior to the meeting. However, Unit Owners may waive notice of specific meetings and may take action by written agreement without meetings where it is in the best interest of the Condominium to do so.

All notice of meetings shall state clearly and particularly the purpose or purposes of the meeting.

Section 4. A QUORUM at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall not constitute the presence of such member for the purpose of determining a quorum. Decisions made by Owners of a majority of the Units represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except an amendment to the Condominium documents or such other decision as may by law or said documents require a larger percentage in which case the percentage required in the documents or law shall govern.

Section 5. EACH UNIT shall have one indivisible vote, and the vote of the Owners of a Unit owned by more than one person (except husband and wife either of whom may cast the vote) or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the Owners of the Unit and filed with the Secretary of the Association. The certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such Unit shall not be considered in determining the requirement for a quorum nor for any other purpose.

Section 6. LIMITED PROXIES - Votes may be cast in person or by limited proxy, to the extent provided for in Section 718.112(2)(b)(2), Florida Statute.

Section 7. APPROVAL OR DISAPPROVAL of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such Owner if in an Association meeting.

Section 8. ADJOURNED MEETINGS - If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Notwithstanding the foregoing, any such adjourned meeting must be duly noticed.

Section 9. THE ORDER OF BUSINESS AT THE ANNUAL MEMBERS' MEETINGS, and, as far as applicable at all other members' meetings, shall be:

- (a) Collect all ballots not yet cast;
- (b) Election of Chairman of the meeting, unless the President or Vice-President of the Association is present then he (or she) shall preside;
- (c) Calling of the roll and certifying of proxies;
- (d) Proof of Notice of meeting or waiver of notice;
- (e) Reading and disposing of any unapproved minutes;
- (f) Reports of Directors;
- (g) Reports of Committees;
- (h) Election of Directors;
- (i) Unfinished business;
- (j) New business; and

- (k) Adjournment.

ARTICLE III
BOARD OF ADMINISTRATION

Section 1. MEMBERSHIP - The affairs of the Association shall be managed initially by a Board of three (3) Directors selected by the Developer. Boards selected subsequent to the time members other than the Developer are entitled to elect a majority of the Directors shall be composed of any odd number of Directors that the Owners may decide but shall never be comprised of more than seven (7) directors. Other than Directors selected by the Developer, each Director shall be a person entitled to cast a vote in the meetings of the Association. The Developer shall be entitled to select at least one Director, as long as it holds at least five (5%) percent of the Units that will ultimately be operated by the Association for sale in the ordinary course of business.

Section 2. DESIGNATION OF DIRECTORS shall be in the following manner:

(a) Members of the Board of Administration except those selected by the Developer shall be elected by a majority of those present and voting at the annual meeting of the members of the Association or at a special meeting called for pursuant to Article 3 Section 2(d) of these Bylaws and Florida Statute 718.301;

(b) Except as to vacancies provided by removal of Directors, vacancies in the Board of Administration occurring between annual meetings of members shall be filled as provided by law;

(c) Any Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all of the voting interests in accordance with the Condominium Act; and

(d) (i) When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Administration of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration upon the first of the following events to occur: (i) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or (ii) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or (iii) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by the Developer in the ordinary course of business; or (iv) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (v) seven (7) years after recordation of the Declaration of Condominium creating Phase I. The Developer is entitled to elect at least one member of the Board of Administration as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium operated by the Association;

(ii) Within seventy-five (75) days after Unit Owners other than the Developer are entitled to elect a member or members of the Board of Administration, the Association shall call and give not less than sixty (60) days notice of an election for the members of the Board of Administration; and

(iii) When Unit Owners other than the Developer elect a majority of the members of the Board of Administration of the Association, the Developer shall relinquish control of the Association, and shall simultaneously deliver to the Association all property of the Unit Owners, and of the Association held by or controlled by the Developer, except the financial records described in Florida Statute Section 718.301(4)(c), which shall be delivered prior to or not more than ninety (90) days after the Developer relinquishes control of the Association, all as more particularly specified in Florida Statute Section 718.301.

Section 3. THE TERM OF EACH DIRECTOR'S SERVICE shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. Provided however, that in order to provide a continuity of experience, the members at the first annual meeting after the Developer has relinquished control of the Association may vote to give up to one-third of the Board members terms of one year, the second third of the Board members terms of two years and the remaining Board members terms of three years so that a system of staggered terms will be initiated.

Section 4. THE ORGANIZATION MEETING of the newly elected Board of Administration shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present.

Section 5. REGULAR MEETINGS OF THE Board of Administration may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but not less than quarterly. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting.

Section 6. SPECIAL MEETINGS OF THE DIRECTORS MAY BE called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than seven (7) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, except in an emergency.

Section 7. WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

Section 8. MEETING OF THE Board of Administration shall be open to all Unit Owners to attend and participate as provided for in accordance with Chapter 718, Florida Statutes, and notice of meetings, which notice shall specifically include an identification of agenda items, shall be posted conspicuously on the Condominium property forty-eight (48) continuous hours in advance for the attention of Unit Owners, except in an emergency. Any items not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board.

Section 9. A QUORUM AT DIRECTORS' meetings shall consist of a majority of the entire Board of Administration. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business may be transacted which might have been transacted without further notice.

Section 10. THE PRESIDING OFFICER at Directors' meeting shall be the President of the Board if such an officer has been elected; and if none, then the Vice-President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

Section 11. DIRECTORS SHALL SERVE WITHOUT PAY, but shall be entitled to reimbursement for expenses reasonably incurred.

ARTICLE IV
POWERS AND DUTIES OF THE BOARD OF ADMINISTRATION

Section 1. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these Bylaws shall be exercised exclusively by the Board of Administration, or its duly authorized agents, contractors or employees subject only to the approval by Unit Owners when such is specifically required. Such powers and duties of the Directors shall include but shall not be limited to the following:

Section 2. TO MAKE AND COLLECT ASSESSMENTS AGAINST members to defray the costs of the Condominium.

Section 3. TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.

Section 4. THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the Condominium property.

Section 5. THE RECONSTRUCTION OF IMPROVEMENTS AFTER CASUALTY and further improvement of the property.

Section 6. TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS in the manner provided by the Condominium Declaration.

Section 7. TO ENFORCE by legal means the provisions of applicable laws, the Condominium documents, the Bylaws of the Association, and the regulations for the use of the property in the Condominium and to assess reasonable penalties and fines as against Unit Owners for violation of the Bylaws and the Rules and Regulations as promulgated by the Board of Administration.

Section 8. TO CONTRACT FOR MANAGEMENT of the Condominium.

Section 9. TO PAY TAXES AND ASSESSMENTS which are liens against any part of the Condominium other than individual Units and the appurtenances thereto, and to assess the same against the Unit subject to such liens.

Section 10. TO CARRY INSURANCE for the protection of the Unit Owners and the Association against casualty and liabilities.

Section 11. TO PAY THE COST OF ALL POWER, WATER, SEWER and other utility services rendered to the Condominium and not billed to Owners of individual Units.

Section 12. TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seems appropriate for proper administration of the purposes of the Association.

Section 13. TO BRING SUIT, EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers and to own, convey and encumber real and personal property.

ARTICLE V
OFFICERS

Section 1. THE EXECUTIVE OFFICERS of the Association shall be the President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected annually by and from the Board of Administration and who may be peremptorily removed by a majority vote of the Directors at any meetings. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary.

Section 2. THE PRESIDENT shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation. Additionally, the President shall represent and exercise all rights belonging to the Association including, but not being limited to, attending all meetings of the membership of that Association and casting the vote of this Association thereat on all matters coming before that membership.

Section 3. THE VICE-PRESIDENT shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

Section 4. THE SECRETARY shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

Section 5. THE TREASURER shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of the Treasurer of a corporation.

Section 6. THE COMPENSATION of all officers and employees of the Association shall be fixed by the Board of Administration. This provision shall not preclude the Board of Administration from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the Condominium, provided the Director first obtains a Community Association Managers License, as required by Chapter 468 of the Florida Statutes.

ARTICLE VI
WEIGHT OF VOTES

WEIGHT OF VOTES cast by members of the Association shall be one vote for each Unit.

ARTICLE VII
WRITTEN AGREEMENT

THE BOARD OF DIRECTORS and Unit Owners may act by written agreement, without meetings, to the extent permitted by the Florida Condominium Act, Chapter 718, Florida Statutes, in effect at the time of any such action.

ARTICLE VIII
MINUTES

MINUTES OF ALL MEETINGS OF Unit Owners and of the Board of Administration shall be kept in a businesslike manner and the records of all receipts and expenditures, minutes and all other records shall be available for inspection by Unit Owners and Board members at all reasonable times.

ARTICLE IX
RULES AND REGULATION

The Board of Administration may adopt reasonable rules and regulations to be uniformly applied to all members of the Condominium governing the details of the operation and use of the Common Elements. Such rules and regulations may be amended or rescinded only at any regular or special meeting of the members by vote of at least sixty percent (60%) of the entire membership.

ARTICLE X
FISCAL MANAGEMENT

FISCAL MANAGEMENT shall be in accordance with the Declaration of Condominium for Bel Mare, a Condominium, the Articles of Incorporation, and the following provisions:

Section 1. BUDGET -

(a) A proposed annual budget of Common Expenses shall be prepared by the Board of Administration which shall include all anticipated expenses for operation, maintenance and administration of the Condominium including insurance, management fees, if any, and which shall include a reserve for deferred replacement maintenance and depreciation, unless waived annually by a majority vote of all Unit Owners. It will contain a reasonable allowance for contingencies, and provide funds for all unpaid operating expense previously incurred. The Developer of the Condominium has waived reserves for the initial period of time provided for in the Declaration of Condominium.

(b) A copy of the proposed annual budget shall be mailed or hand delivered to the Unit Owners not less than fourteen (14) days prior to a meeting of the Owners at which the budget will be considered together with a notice of the meeting. Should a quorum fail to be present or represented at the meeting or fail to adopt the budget presented or a revised budget, then and in that event the Directors shall have the authority to adopt a budget.

(c) The first budget shall be made by the Association.

Section 2. ASSESSMENTS - The shares of the Unit Owners of the Common Expenses shall be made payable monthly in advance, and shall become due on the first day of each calendar month. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

Section 3. EMERGENCY ASSESSMENTS - Assessments for the expenses of emergencies which cannot be paid from the contingency account shall be made only by the Board of Administration and the time of payment shall likewise be determined by them.

Section 4. ASSESSMENT ROLL - The assessments for Common Expenses according to the budget shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by Unit Owners. Such roll shall indicate for each Unit the name and address of the Owner, the assessments paid and unpaid. A certificate made by a duly authorized representative of the Directors as to the status of a Unit's account may be relied upon for all purposes by any person for whom made other than the Unit Owner.

Section 5. LIABILITY FOR ASSESSMENTS - A Unit Owner shall be liable for all assessments coming due while he is the Owner of a Unit prior to conveyance, shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by a waiver of the use or enjoyment of any Common Elements, or by abandonment of the Unit for which the assessments are made, per Florida Statute 718.116.

Section 6. LIEN FOR ASSESSMENTS - The unpaid portion of an assessment which is due together with interest thereon and reasonable attorney's fees for collection, shall be secured by a lien upon:

(a) THE UNIT, and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirement of Florida Statute 718.116. Such lien shall be subordinate to any prior recorded mortgage on the Unit;

(b) COLLECTION -

(i) INTEREST - APPLICATION OF PAYMENT - Assessments paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the highest legal rate chargeable to an individual under Florida Statutes then in existence, from the date due until paid plus a late charge in an amount not to exceed \$25.00 or five (5%) percent of each installment of the assessment for each delinquent installation that the payment is late. All payments upon account shall be first applied to interest, then to any late charge, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessment. All interest and late charges collected shall be credited to the Common Expense account;

(ii) SUIT - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon at the highest legal rate chargeable to an individual under Florida Statutes then in existence, and all costs incident to the collection and the proceeding, including reasonable attorney's fees. Per Florida Statutes Section 718.116 (6)(b)(2000), the Association must deliver or mail by certified mail to the Unit Owner a written notice of its intention to foreclose the lien thirty (30) days before commencing foreclosure.

Section 7. ACCOUNTS - All funds shall be maintained separately in the Association name, but they shall be held in trust for the Unit Owners in the respective share in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. These accounts shall be as follows:

(a) COMMON EXPENSE ACCOUNT - to which shall be credited collections of assessments for all Common Expenses;

(b) ALTERATION AND IMPROVEMENT ACCOUNT - to which shall be credited all sums collected for alteration and improvement assessments, if any;

(c) CONTINGENCY ACCOUNT - to which shall be credited all sums collected for contingencies and emergencies. Reserve and operating funds of the Association may be commingled for purposes of investment. Commingled operating and reserve funds shall be accounted for separately, and a commingled account shall not, at any time, be less than the amount identified as reserve funds.

Section 8. THE DEPOSITORY of the Association shall be such bank or banks in Florida as shall be designated from time to time by the Directors and in which the monies from such accounts shall be withdrawn only by checks signed by such persons as are authorized by the Directors. Reserve accounts, however, may be placed in money market certificates or daily cash reserve accounts with stock brokers to earn higher interest. Notwithstanding the foregoing, the Association shall comply with the requirements of Chapter 718, Florida Statutes, with regard to investments and depository institutions.

Section 9. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. As used in this section, the term "persons who control or disburse funds of the Association, includes, but is not limited to, those individuals authorized to sign checks, and the President, Secretary, and Treasurer of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association shall bear the cost of bonding.

ARTICLE XI FINES

The Association may levy reasonable fines against a Unit Owner for failure of the Unit Owner or its occupants, licensees or invitees to comply with any provision of the Declaration, the Bylaws or the Rules and Regulations of the Association. No fine shall become a lien against a Unit. No fine shall exceed the maximum allowed by law, nor shall any fine be levied against any Unit Owner except after the giving of reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its tenants, licensee or invitees. The hearing shall be held before a committee of other Unit Owners. If the committee does not agree with the proposed fine suggested by the Association, then and in that event, the fine shall not be levied against the Unit Owner. No fine may be levied against an unoccupied Unit.

ARTICLE XII
ADDITIONAL POWERS

Subsequent to the recordation of the Declaration of Condominium, the Association may acquire or enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in real and personal property, including but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the Condominium, for the enjoyment, recreation or other use or benefit of members; and the expense of rental, membership fees, operations, replacements and other undertakings in connection therewith shall be part of the Common Expenses. The Board of Administration of the Association may adopt covenants and restrictions relating to the use such facilities.

ARTICLE XIII
PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporation proceedings when not in conflict with the Declaration, the By-Laws of the Association or with the laws of the State of Florida.

ARTICLE XIV
AMENDMENTS

Amendments to the Bylaws shall be proposed in the following manner:

Section 1. NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 2. A RESOLUTION adopting a proposed amendment must receive approval of a majority of the votes of the entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing.

Section 3. INITIATION - An amendment may be proposed by either a majority of the Board of Administration or by ten percent (10%) of the membership of the Association.

Section 4. EFFECTIVE DATE - An amendment when adopted shall become effective only after being recorded according to law.

Section 5. THESE BYLAWS shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, or the Condominium Act.

Section 6. PROPOSAL TO AMEND EXISTING Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW # _____ FOR PRESENT TEXT."

ARTICLE XV
ARBITRATION

In the event of any dispute as defined in Section 718.1255 of the Florida Condominium Act, between a Unit Owner and the Association arising from the operation of the Condominium, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes before filing any lawsuit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

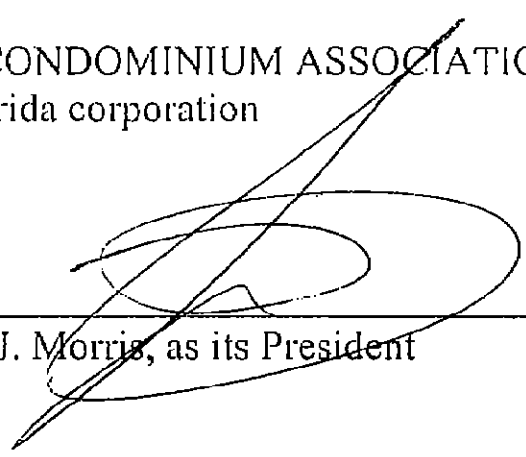
ARTICLE XVI
CERTIFICATE OF COMPLIANCE

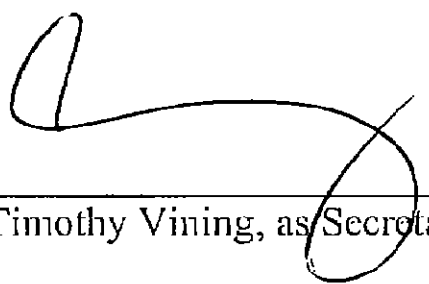
A Certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Board of Administration as evidence of compliance of the Condominium Units to the applicable fire and life safety code.

The foregoing was adopted as the Bylaws of Bel Mare Condominium Association, Inc., a non-profit Florida corporation, on the 21st day of December, 2006.

"ASSOCIATION"

BEL MARE CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation

By: 
Timothy J. Morris, as its President

ATTEST: 
C. Timothy Vining, as Secretary

RESHORT1



2006 REAL ESTATE

Tax Bill Number 081272
TAX CERTIFICATE SALE 06/01/2007

Tax Dist. 0019

Parcel	2581600319 Mrtg. Co.	Tax Value	666,311	Exempt Value	0	Taxable	666,311
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Paid By:

CHELSEA TITLE COMPANY
2601 MANATEE AVE W SUITE E
BRADENTON FL 34205

BEG AT THE SW COR OF TRACT "H" OF
THE PLAT OF THE NORTHSORE AT
RIVIERA DUNES PHASE 1-A PER PB 35
PG 19, AND RUN SOUTH A DIST OF
98.69 FT; TH S 26 DEG 33 MIN 54 SEC
E 30.66 FT TO THE START OF A
SEE TAX ROLL FOR CONTINUATION

AFTER MARCH 31, CERTIFIED FUNDS ONLY

If Paid By:	NOV 30	DEC 31	JAN 31	FEB 28	MAR 31
	13,624.94	13,766.87	13,908.80	14,050.72	14,192.65

Assessed to:
RIVIERA DUNES DEVELOPMENT PARTNERS
390 PARK ST STE 100
BIRMINGHAM MI 48009

KEN BURTON, JR. I-02142007-P-003848 PAID \$14050.72 CASH

RESHORT1

2006 REAL ESTATE

Tax Bill Number 081278
TAX CERTIFICATE SALE 06/01/2007

Tax Dist. 0019

Parcel	2581600609 Mrtg. Co.	Tax Value	1,369,267	Exempt Value	0	Taxable	1,369,267
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Paid By:

CHELSEA TITLE COMPANY
2601 MANATEE AVE W SUITE E
BRADENTON FL 34205

PARCEL 11-COM AT THE SW COR OF
TRACT "H" OF THE PLAT OF THE
NORTHSHORE AT RIVIERA DUNES PH 1-A,
PB 35 PG 19, AND RUN S FOR A DIST
OF 98.69 FT; TH S 26 DEG 33 MIN 54
SEC E FOR A DIST OF 30.66 FT TO THE
SEE TAX ROLL FOR CONTINUATION

AFTER MARCH 31, CERTIFIED FUNDS ONLY

If Paid By:	NOV 30	DEC 31	JAN 31	FEB 28	MAR 31
	27,672.44	27,960.70	28,248.95	28,537.21	28,825.46

Assessed to:

RIVIERA DUNES DEVELOPMENT PARTNERS
390 PARK ST STE 100
BIRMINGHAM MI 48009

KEN BURTON, JR. I-02142007-P-003849 PAID \$28537.21 CASH

Prepared by and return to:

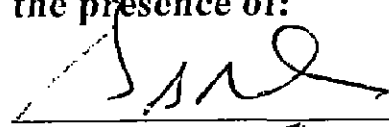
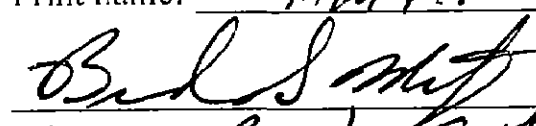
Brenden S. Moriarty, Esquire
Peebles & Moriarty, P.A.
1111 3rd Avenue West, Suite 210
Bradenton, FL 34205
(941) 744-0075

NOTICE OF INTENT NOT TO DEVELOP

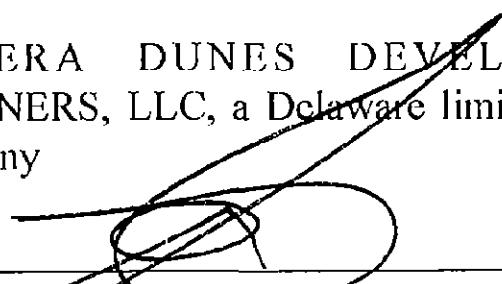
The undersigned Developer, **RIVIERA DUNES DEVELOPMENT PARTNERS, LLC**, a Delaware limited liability company, hereby gives notice of its intent not to develop Phase IV of Bel Mare, a Condominium, which is a proposed condominium phase described in Article XX of the Declaration of Condominium of Bel Mare, a Condominium recorded in O. R. Book 2185, page 7890, of the Public Records of Manatee County, Florida. The legal description of Phase IV is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

Dated this 11th day of April, 2007.

Signed, sealed and delivered in the presence of:

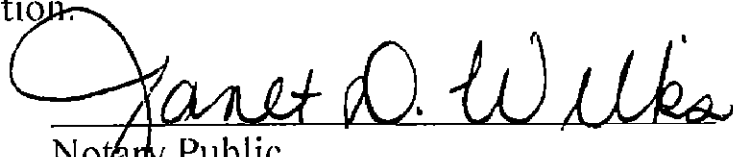

Print name: Sam P. North

Print name: Brenden S. Moriarty

RIVIERA DUNES DEVELOPMENT PARTNERS, LLC, a Delaware limited liability company

By: 
Name: Timothy J. Morris
As Its: Manager

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 11th day of April, 2007, by Timothy J. Morris as Manager of Riviera Dunes Development Partners, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced Fla. driver license as identification.


Notary Public
Printed Name:
My Commission Expires:

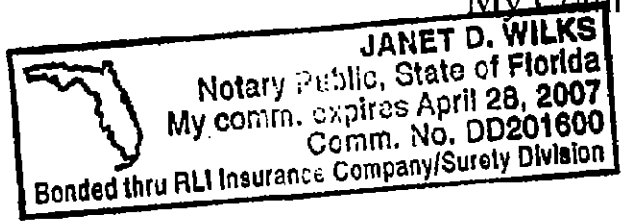


EXHIBIT "A"

PHASE 4--A PARCEL OF LAND LYING AND BEING IN SECTION 24, TOWNSHIP 34 SOUTH RANGE 17 EAST, MANATEE COUNTY, FLORIDA.--COMMENCE AT A SOUTHWEST CORNER OF TRACT "H" THE NORTHSORE AT RIVIERA DUNES PHASE 1-A, PLAT BOOK 35, PAGE 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.89 DEGREES 59' 16 " W., A DISTANCE OF 30.00 FEET; THENCE SOUTH, A DISTANCE OF 105.78 FEET; THENCE S.26 DEGREES 33' 54" E., A DISTANCE OF 41.05 FEET; THENCE SOUTH, A DISTANCE OF 235.30 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE NORTHWEST, OF WHICH THE RADIUS POINT LIES S.89 DEGREES 59' 56" W., A RADIAL DISTANCE OF 136.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 01' 32", A DISTANCE OF 213.69 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.45 DEGREES 00' 42" W., A DISTANCE OF 192.38 FEET; THENCE N. 89 DEGREES 58' 32" W., A DISTANCE OF 306.43 FEET FOR A POINT OF BEGINNING, THENCE N.58 DEGREES 21'39" W., A DISTANCE OF 231.96 FEET; THENCE NORTH A DISTANCE OF 132.22 FEET; THENCE S.89 DEGREES 46' 56" W., A DISTANCE OF 156.85 FEET; THENCE S.00 DEGREES 13' 04" E., A DISTANCE OF 156.41 FEET; THENCE WEST, A DISTANCE OF 9.19 FEET; THENCE SOUTH, A DISTANCE OF 85.68 FEET; THENCE N.89 DEGREES 47' 04" E., A DISTANCE OF 35.23 FEET; THENCE S.00 DEGREES 12' 51" E., A DISTANCE OF 41.19 FEET; THENCE S.89 DEGREES 58' 09" E., A DISTANCE OF 44.54 FEET; THENCE N.00 DEGREES 12'41" W., A DISTANCE OF 16.99 FEET; THENCE S.89 DEGREES 58' 32" E., A DISTANCE OF 283.07 FEET; THENCE N.00 DEGREES 01' 28" E., A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING.

This instrument was prepared
by and return to:
Sam D. Norton, Esquire
1819 Main Street, Suite 610
Sarasota, Florida 34236

**AMENDMENT TO DECLARATION OF CONDOMINIUM
OF BEL MARE, A CONDOMINIUM**

THIS AMENDMENT is executed by Riviera Dunes Development Partners, L.L.C., a Delaware limited liability company (the "Developer").

WHEREAS, on February 14, 2007, the Developer recorded that certain Declaration of Condominium of Bel Mare, a Condominium (the "Condominium"), in Official Records Book 2185, Page 7890, of the Public Records of Manatee County, Florida (the "Declaration"), as well as that certain Condominium Plat ("Plat") in Condominium Book 36, Page 103, of the Public Records of Manatee County, Florida; and

WHEREAS, Article XX of the Declaration reserves to the Developer the unilateral right to amend the Declaration and Plat to include additional phases to the condominium form of ownership; and

WHEREAS, the Developer desires to amend the Declaration and Plat to submit Phase II (the "Additional Phase") to the condominium form of ownership.

NOW THEREFORE, pursuant to the applicable provisions of the Florida Condominium Act, as well as the rights reserved in Article XX of the Declaration, the Developer hereby amends the Declaration and Plat to submit Phase II to the condominium form of ownership. The Developer further hereby states and declares:

1. The legal description of Phase II of the Condominium is attached hereto as Exhibit "A."
2. Developer hereby submits Phase II to the condominium form of ownership. Any depiction of any other phases on the Plat which have not been previously submitted to the condominium form of ownership are for illustrative purposes only.
3. As of the date hereof, the Condominium Units contained within Phase II of the Condominium are not substantially complete.
4. Each of the Common Elements appurtenant to each Unit in Phase I shall hereafter merge with the Common Elements of Phase II. Further, the percentage ownership of the Common Elements, and the Common Surplus, if any, and the percentage of the Common Expenses of each Unit contained within Phase I of the Condominium shall hereafter be reduced as set forth in the Declaration.
5. The survey of the Phase II Land, graphic description of the improvements in which the Phase II Units are located, Plot Plan thereof, Certificate of Surveyor and identification of all of the Phase II Units are each included in the Plat attached as Exhibit "B" to the Declaration.
6. All capitalized terms not specifically defined herein shall have the same meanings ascribed to them in the Declaration. All Exhibits referenced herein shall be specifically incorporated by this reference.

IN WITNESS WHEREOF, the Developer has executed this Amendment to Declaration of Condominium of Bel Mare, a Condominium, effective this 2nd day of July, 2007.

Signed, sealed and delivered in the presence of:

RIVIERA DUNES DEVELOPMENT PARTNERS, L.L.C., a Delaware limited liability company

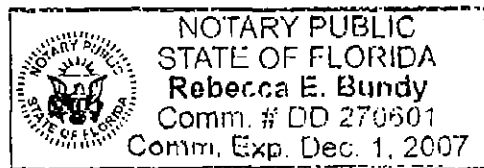
Rebecca E. Bundy
Print Name: REBECCA E. BUNDY
Carolyn Mauro
Print Name: Carolyn Mauro

By: [Signature]
Timothy J. Morris, as its Manager

"DEVELOPER"

STATE OF Florida
COUNTY OF Manatee

I CERTIFY that on this 2nd day of July, 2007, before me, the undersigned, personally appeared, Timothy J. Morris, as Manager of Riviera Dunes Development Partners, L.L.C., a Delaware limited liability company, for and on behalf of said company. The undersigned is either personally known to me or produced ~~as identification.~~



Rebecca E. Bundy
Notary Public
State of Florida
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION BELMARE PHASE 2

A PARCEL OF LAND LYING AND BEING IN SECTIONS 13 AND 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "H" THE NORTHSORE AT RMIERA DUNES PHASE 1-A, PLAT BOOK 35, PAGE 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.00°01'28"E. ALONG THE WEST LINE OF SAID TRACT H, A DISTANCE OF 112.83 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF NORTHSORE AT RMIERA DUNES PHASE 1-B; THENCE N.89°58'32"W. ALONG SAID SOUTH LINE, A DISTANCE OF 220.00 FEET; THENCE N.00°04'33"E., A DISTANCE OF 516.50 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF HABEN BOULEVARD ; THE FOLLOWING SIX (6) CALLS ARE ALONG SAID SOUTH RIGHT OF WAY THENCE S.75°39'27"W., A DISTANCE OF 89.52 FEET; THENCE N.14°20'33"W., A DISTANCE OF 2.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTHEAST, OF WHICH THE RADIUS POINT LIES S.14°20'35"E. A RADIAL DISTANCE OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°52'44", A DISTANCE OF 167.63 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.65°13'03"W., A DISTANCE OF 166.70 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 960.00 FEET, AND A CENTRAL ANGLE OF 21°59'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 388.61 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.43°46'42"W., A DISTANCE OF 366.35 FEET; THENCE S.32°46'41"W., A DISTANCE OF 245.53 FEET TO A POINT OF CURVATURE, CONCAVE NORTHWEST, HAVING A RADIUS OF 500.00 FEET, AND A CENTRAL ANGLE OF 31°20'41"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 273.54 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.48°27'02"W., A DISTANCE OF 270.14 FEET; THENCE S.00°12'44"E., A DISTANCE OF 51.02 FEET TO A POINT OF CURVATURE, CONCAVE WEST, HAVING A RADIUS OF 110.00 FEET, AND A CENTRAL ANGLE OF 16°37'13"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.91 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.08°05'53"W., A DISTANCE OF 31.80 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°49'25", A DISTANCE OF 36.14 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.25°49'12"W., A DISTANCE OF 35.98 FEET; THENCE S.35°13'55"W., A DISTANCE OF 19.04 FEET; THENCE N.89°46'56"E., A DISTANCE OF 70.28 FEET; THENCE S.00°13'04"E., A DISTANCE OF 41.43 FEET; THENCE S.47°32'21"W., A DISTANCE OF 80.00 FEET; THENCE S.30°54'04"W., A DISTANCE OF 57.39 FEET; THENCE S.00°12'56"E., A DISTANCE OF 38.77 FEET; THENCE N.90°00'00"E., A DISTANCE OF 89.66 FEET; THENCE S.00°00'00"E., A DISTANCE OF 5.00 FEET; THENCE N.90°00'00"E., A DISTANCE OF 183.55 FEET; THENCE N.00°13'04"W., A DISTANCE OF 156.41 FEET; THENCE N.89°46'56"E., A DISTANCE OF 76.86 FEET; THENCE N.00°13'04"W., A DISTANCE OF 20.35 FEET; THENCE N.89°46'56"E., A DISTANCE OF 8.30 FEET; THENCE N.44°46'56"E., A DISTANCE OF 46.08 FEET; THENCE N.00°13'04"W., A DISTANCE OF 14.20 FEET; THENCE S.89°46'56"W., A DISTANCE OF 360.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 60,214 SQUARE FEET OR 1.38 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

This instrument was prepared
by and return to:
Sam D. Norton, Esquire
1819 Main Street, Suite 610
Sarasota, Florida 34236

**AMENDMENT TO DECLARATION OF CONDOMINIUM
OF BEL MARE, A CONDOMINIUM**

THIS AMENDMENT is executed by Riviera Dunes Development Partners, L.L.C., a Delaware limited liability company (the "Developer").

WHEREAS, on February 14, 2007, the Developer recorded that certain Declaration of Condominium of Bel Mare, a Condominium (the "Condominium"), in Official Records Book 2185, Page 7890, of the Public Records of Manatee County, Florida (the "Declaration"), as well as that certain Condominium Plat ("Plat") in Condominium Book 36, Page 103, of the Public Records of Manatee County, Florida; and

WHEREAS, Article XX of the Declaration reserves to the Developer the unilateral right to amend the Declaration and Plat to include additional phases to the condominium form of ownership; and

WHEREAS, the Developer desires to amend the Declaration and Plat to submit Phase II (the "Additional Phase") to the condominium form of ownership.

NOW THEREFORE, pursuant to the applicable provisions of the Florida Condominium Act, as well as the rights reserved in Article XX of the Declaration, the Developer hereby amends the Declaration and Plat to submit Phase II to the condominium form of ownership. The Developer further hereby states and declares:

1. The legal description of Phase II of the Condominium is attached hereto as Exhibit "A."
2. Developer hereby submits Phase II to the condominium form of ownership. Any depiction of any other phases on the Plat which have not been previously submitted to the condominium form of ownership are for illustrative purposes only.
3. As of the date hereof, the Condominium Units contained within Phase II of the Condominium are substantially complete.
4. Each of the Common Elements appurtenant to each Unit in Phase I shall hereafter merge with the Common Elements of Phase II. Further, the percentage ownership of the Common Elements, and the Common Surplus, if any, and the percentage of the Common Expenses of each Unit contained within Phase I of the Condominium shall hereafter be reduced as set forth in the Declaration.
5. The survey of the Phase II Land, graphic description of the improvements in which the Phase II Units are located, Plot Plan thereof, Certificate of Surveyor and identification of all of the Phase II Units are each included in the Plat attached hereto as Exhibit "B". Also, attached as Exhibit "C" is the Surveyor's Certificate of Substantial Completion relative to the Units described therein.
6. All capitalized terms not specifically defined herein shall have the same meanings ascribed to them in the Declaration. All Exhibits referenced herein shall be specifically incorporated by this reference.

IN WITNESS WHEREOF, the Developer has executed this Amendment to Declaration of Condominium of Bel Marc, a Condominium, effective this 17th day of July, 2007.

Signed, sealed and delivered in the presence of:

RIVIERA DUNES DEVELOPMENT PARTNERS, L.L.C., a Delaware limited liability company

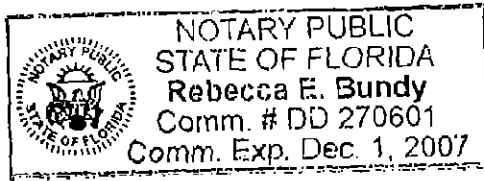
[Signature]
Print Name: GLEN A. BLEAU
[Signature]
Print Name: _____

By: [Signature]
Timothy J. Morris, as its Manager

"DEVELOPER"

STATE OF Florida
COUNTY OF Monroe

I CERTIFY that on this 17th day of July, 2007, before me, the undersigned, personally appeared, Timothy J. Morris, as Manager of Riviera Dunes Development Partners, L.L.C., a Delaware limited liability company, for and on behalf of said company. The undersigned is either personally known to me or _____ produced _____ as identification.



[Signature]
Notary Public
State of Florida
My Commission Expires: 12/1/07

EXHIBIT A

LEGAL DESCRIPTION BELMARE PHASE 2

A PARCEL OF LAND LYING AND BEING IN SECTIONS 13 AND 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "H" THE NORTHSORE AT RIVIERA DUNES PHASE 1-A, PLAT BOOK 35, PAGE 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.00°01'28"E. ALONG THE WEST LINE OF SAID TRACT H, A DISTANCE OF 112.83 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF NORTHSORE AT RIVIERA DUNES PHASE 1-B; THENCE N.89°58'32"W. ALONG SAID SOUTH LINE, A DISTANCE OF 220.00 FEET; THENCE N.00°04'33"E., A DISTANCE OF 516.50 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF HABEN BOULEVARD ; THE FOLLOWING SIX (6) CALLS ARE ALONG SAID SOUTH RIGHT OF WAY THENCE S.75°39'27"W., A DISTANCE OF 89.52 FEET; THENCE N.14°20'33"W., A DISTANCE OF 2.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTHEAST, OF WHICH THE RADIUS POINT LIES S.14°20'35"E. ,A RADIAL DISTANCE OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°52'44", A DISTANCE OF 167.63 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.65°13'03"W., A DISTANCE OF 166.70 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 960.00 FEET, AND A CENTRAL ANGLE OF 21°59'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 368.61 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.43°46'42"W., A DISTANCE OF 366.35 FEET; THENCE S.32°46'41"W., A DISTANCE OF 246.53 FEET TO A POINT OF CURVATURE, CONCAVE NORTHWEST, HAVING A RADIUS OF 500.00 FEET, AND A CENTRAL ANGLE OF 31°20'41"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 273.54 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.48°27'02"W., A DISTANCE OF 270.14 FEET; THENCE S.00°12'44"E., A DISTANCE OF 51.02 FEET TO A POINT OF CURVATURE, CONCAVE WEST, HAVING A RADIUS OF 110.00 FEET, AND A CENTRAL ANGLE OF 16°37'13"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.91 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.08°05'53"W., A DISTANCE OF 31.80 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°49'25", A DISTANCE OF 36.14 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.25°49'12"W., A DISTANCE OF 35.98 FEET; THENCE S.35°13'55"W., A DISTANCE OF 19.04 FEET; THENCE N.89°46'56"E., A DISTANCE OF 70.26 FEET; THENCE S.00°13'04"E., A DISTANCE OF 41.43 FEET; THENCE S.47°32'21"W., A DISTANCE OF 60.00 FEET; THENCE S.30°54'04"W., A DISTANCE OF 57.39 FEET; THENCE S.00°12'56"E., A DISTANCE OF 38.77 FEET; THENCE N.90°00'00"E., A DISTANCE OF 89.66 FEET; THENCE S.00°00'00"E., A DISTANCE OF 5.00 FEET; THENCE N.90°00'00"E., A DISTANCE OF 183.55 FEET; THENCE N.00°13'04"W., A DISTANCE OF 156.41 FEET; THENCE N.89°46'56"E., A DISTANCE OF 76.86 FEET; THENCE N.00°13'04"W., A DISTANCE OF 20.35 FEET; THENCE N.89°46'56"E., A DISTANCE OF 8.30 FEET; THENCE N.44°46'56"E., A DISTANCE OF 46.08 FEET; THENCE N.00°13'04"W., A DISTANCE OF 14.20 FEET; THENCE S.89°46'56"W., A DISTANCE OF 360.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 60,214 SQUARE FEET OR 1.38 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT B

BEL MARE A CONDOMINIUM

SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E. MANATEE COUNTY, FLORIDA

DESCRIPTION

LEGAL DESCRIPTION - PHASE 1
 A PARCEL OF LAND LYING AND BEING IN SECTIONS 13 AND 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

COMMENCE AT A SOUTHWEST CORNER OF TRACT "H" THE NORTHSHORE AT RIVERA DUNES PHASE 1-A PLAT BOOK 35, PAGE 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.00°01'28"E, A DISTANCE OF 112.83 FEET; THENCE N.89°58'32"W, A DISTANCE OF 30.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N.89°58'32"W, ALONG SAID LINE, A DISTANCE OF 190.00 FEET; THENCE N.00°04'33"E, A DISTANCE OF 516.50 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF HABEN BOULEVARD; THE FOLLOWING FIVE (5) CALLS ARE ALONG SAID SOUTH RIGHT OF WAY LINE: THENCE S.75°39'27"W, A DISTANCE OF 89.52 FEET; THENCE N.14°20'33"W, A DISTANCE OF 2.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTHWEST, OF WHICH THE RADIUS POINT LIES S.14°20'35"E, A RADIAL DISTANCE OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°52'44", A DISTANCE OF 167.63 FEET; SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.05°13'03"W, A DISTANCE OF 166.70 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 900.00 FEET, AND A CENTRAL ANGLE OF 21°58'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 386.35 FEET; THENCE S.32°46'41"W, A DISTANCE OF 203.48 FEET; THENCE S.57°13'19"E, A DISTANCE OF 28.85 FEET; THENCE N.88°46'56"E, A DISTANCE OF 88.46 FEET; THENCE S.00°13'04"E, A DISTANCE OF 21.83 FEET; THENCE N.89°48'56"E, A DISTANCE OF 18.42 FEET; THENCE S.89°46'56"W, A DISTANCE OF 274.74 FEET; THENCE S.44°46'56"W, A DISTANCE OF 46.08 FEET; THENCE S.89°46'56"W, A DISTANCE OF 8.30 FEET; THENCE S.00°13'04"E, A DISTANCE OF 20.35 FEET; THENCE S.58°21'59"E, A DISTANCE OF 231.98 FEET; THENCE S.89°58'32"E, A DISTANCE OF 132.22 FEET; THENCE S.58°21'59"E, A DISTANCE OF 231.98 FEET; THENCE N.89°58'32"E, A DISTANCE OF 136.00 FEET; AND A CENTRAL ANGLE OF 50°11'32"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 136.00 FEET, AND A CENTRAL ANGLE OF 50°11'32", A DISTANCE OF 238.30 FEET; THENCE N.45°00'42"E, A DISTANCE OF 192.38 FEET; THENCE NORTH, A DISTANCE OF 105.78 FEET; THENCE N.00°01'23"E, A DISTANCE OF 112.84 FEET TO THE POINT OF BEGINNING.

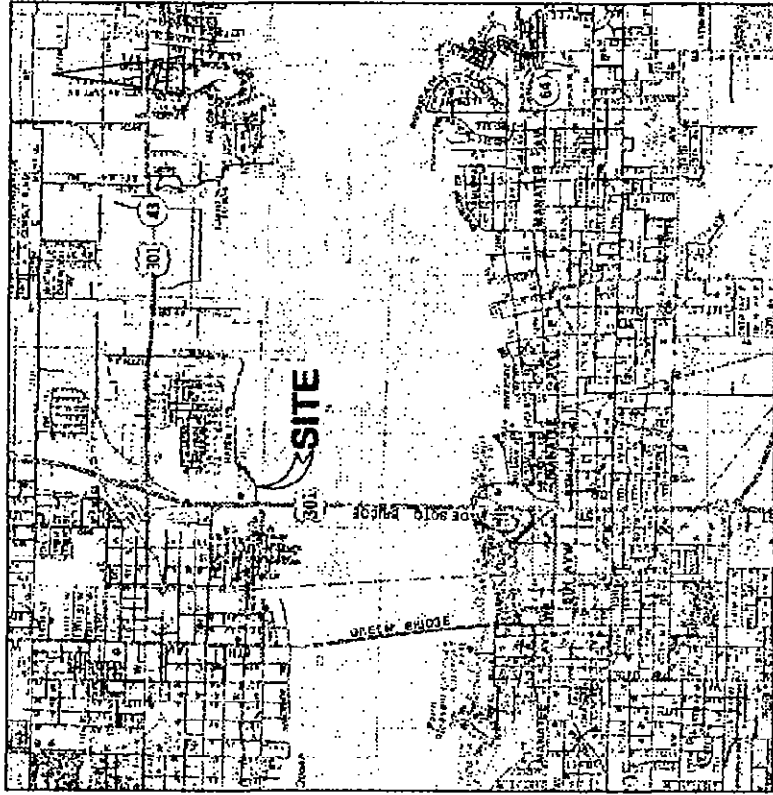
CONTAINING 602,018 SQUARE FEET OR 13.82 ACRES, MORE OR LESS.

TOGETHER WITH

A PARCEL OF LAND LYING AND BEING IN SECTION 13, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "H", THE NORTHSHORE AT RIVERA DUNES PHASE 1-A, PLAT BOOK 35, PAGE 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.00°01'28"E, A DISTANCE OF 112.83 FEET; THENCE N.89°58'32"W, A DISTANCE OF 220.00 FEET; THENCE N.00°04'33"E, A DISTANCE OF 516.50 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF HABEN BOULEVARD; THE FOLLOWING SIX (6) CALLS ARE ALONG SAID SOUTH RIGHT OF WAY LINE: THENCE S.75°39'27"W, A DISTANCE OF 89.52 FEET; THENCE N.14°20'33"W, A DISTANCE OF 2.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTHWEST, OF WHICH THE RADIUS POINT LIES S.14°20'35"E, A RADIAL DISTANCE OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°52'44", A DISTANCE OF 167.63 FEET; SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.05°13'03"W, A DISTANCE OF 166.70 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 900.00 FEET, AND A CENTRAL ANGLE OF 21°58'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 386.35 FEET; THENCE S.32°46'41"W, A DISTANCE OF 203.48 FEET; THENCE S.57°13'19"E, A DISTANCE OF 28.85 FEET; THENCE N.88°46'56"E, A DISTANCE OF 88.46 FEET; THENCE S.00°13'04"E, A DISTANCE OF 21.83 FEET; THENCE N.89°48'56"E, A DISTANCE OF 18.42 FEET; THENCE S.89°46'56"W, A DISTANCE OF 274.74 FEET; THENCE S.44°46'56"W, A DISTANCE OF 46.08 FEET; THENCE S.89°46'56"W, A DISTANCE OF 8.30 FEET; THENCE S.00°13'04"E, A DISTANCE OF 20.35 FEET; THENCE S.58°21'59"E, A DISTANCE OF 231.98 FEET; THENCE S.89°58'32"E, A DISTANCE OF 132.22 FEET; THENCE S.58°21'59"E, A DISTANCE OF 231.98 FEET; THENCE N.89°58'32"E, A DISTANCE OF 136.00 FEET; AND A CENTRAL ANGLE OF 50°11'32"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 136.00 FEET, AND A CENTRAL ANGLE OF 50°11'32", A DISTANCE OF 238.30 FEET; THENCE N.45°00'42"E, A DISTANCE OF 192.38 FEET; THENCE NORTH, A DISTANCE OF 105.78 FEET; THENCE N.00°01'23"E, A DISTANCE OF 112.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 104,923 SQUARE FEET OR 2.41 ACRES, MORE OR LESS.



LOCATION MAP
NOT TO SCALE

NOTES

- BEARINGS SHOWN HEREON ARE RELATIVE TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. 41 BEING ASSUMED AS N00°11'34"W.
- ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK RM-5, WITH A PUBLISHED ELEVATION OF 12.06; NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29).
- UNIT BOUNDARIES:
 - UPPER BOUNDARIES:
THE HORIZONTAL PLANE OF THE UNFINISHED LOWER SURFACE OF THE STRUCTURAL CEILING SLAB OF THE UNIT.
 - LOWER BOUNDARIES:
THE HORIZONTAL PLANE OF THE UNFINISHED UPPER SURFACE OF THE CONCRETE FLOOR SLAB OF THE UNIT.
 - PERIMETRICAL BOUNDARIES:
THE VERTICAL PLANES OF THE UNFINISHED INTERIOR SURFACES OF THE EXTERIOR WALLS BOUNDING THE UNIT EXTENDED TO THEIR PLANAR INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.
 - PARTY-WALL BOUNDARIES:
THE VERTICAL PLANES OF THE UNDECORATED UNFINISHED INTERIOR SURFACE OF ALL PARTY-WALLS.
 - THE OWNER SHALL NOT BE DEEMED TO OWN PIPES, WIRES, CONDUITS, AIR PASSAGeways AND DUCTS OR OTHER PUBLIC UTILITY LINES, RUNNING THROUGH OR ADJACENT TO SAID UNIT WHICH ARE UTILIZED FOR OR SERVE MORE THAN ONE UNIT OR THE COMMON ELEMENTS, WHICH ITEMS ARE HEREBY MADE A PART OF THE COMMON ELEMENTS.
- COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS.
- IMPROVEMENTS WITHIN THE COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, WATER METERS, WATER LINES, STORM DRAINS, SEWERS, SIDEWALKS AND TREES HAVE NOT BEEN LOCATED.
- UNITS 201 THROUGH 1204 AND P101 THROUGH P203 OF PHASE 1 AND PHASE 2 ARE SUBSTANTIALLY COMPLETED.
- THE DECLARATION OF CONDOMINIUM, OF WHICH THIS PLAT IS AN EXHIBIT THERETO, IS BEING SIMULTANEOUSLY RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER _____ OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

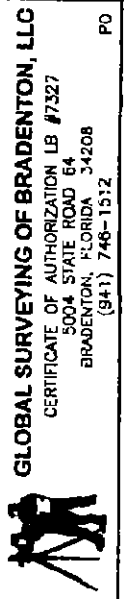
CERTIFICATE OF SURVEYOR

I, TONY L. PURSLEY, A PROFESSIONAL SURVEYOR AND MAPPER, AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFY THAT THIS RECORD OF SURVEY MEETS THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA," CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AND THAT THE CONSTRUCTION OF THE IMPROVEMENTS LISTED IN NOTE #6 ARE SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. I FURTHER CERTIFY THAT THE CONSTRUCTION OF ALL PLANNED IMPROVEMENTS WITH RESPECT TO THE BUILDING ARE SUBSTANTIALLY COMPLETE INCLUDING, BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNITS IN SAID BUILDING, AND COMMON ELEMENT FACILITIES SERVING SAID BUILDING.

GLOBAL SURVEYING OF BRADENTON, LLC
 BY: *Tony L. Pursley*
 TONY L. PURSLEY, PSM
 FLORIDA CERTIFICATE #44651

DATE: 03/22/07

(NOT VALID WITHOUT EMBOSSED SEAL OF CERTIFYING SURVEYOR)



GLOBAL SURVEYING OF BRADENTON, LLC
 CERTIFICATE OF AUTHORIZATION LB #7327
 5004 STATE ROAD 64
 BRADENTON, FLORIDA 34208
 (941) 748-1512

BEL MARE
A CONDOMINIUM

SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA

LEGAL DESCRIPTION BELMARE PHASE 2

A PARCEL OF LAND LYING AND BEING IN SECTIONS 13 AND 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "H" THE NORTHSHORE AT RIVIERA DUNES PHASE 1-A, PLAT BOOK 35, PAGE 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.00°01'28"E. ALONG THE WEST LINE OF SAID TRACT H, A DISTANCE OF 112.83 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF NORTHSHORE AT RIVIERA DUNES PHASE 1-B; THENCE N.89°58'32"W. ALONG SAID SOUTH LINE, A DISTANCE OF 220.00 FEET; THENCE N.00°04'33"E., A DISTANCE OF 516.50 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF HABEN BOULEVARD; THE FOLLOWING SIX (6) CALLS ARE ALONG SAID SOUTH RIGHT OF WAY THENCE S.75°39'27"W., A DISTANCE OF 89.52 FEET; THENCE N.14°20'33"W., A DISTANCE OF 2.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTHEAST, OF WHICH THE RADIUS POINT LIES S.14°20'35"E., A RADIAL DISTANCE OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°52'44", A DISTANCE OF 167.63 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.65°13'03"W., A DISTANCE OF 166.70 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 960.00 FEET, AND A CENTRAL ANGLE OF 21°59'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 368.61 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.43°46'42"W., A DISTANCE OF 366.35 FEET; THENCE S.32°46'41"W., A DISTANCE OF 246.53 FEET TO A POINT OF CURVATURE, CONCAVE NORTHWEST, HAVING A RADIUS OF 500.00 FEET, AND A CENTRAL ANGLE OF 31°20'41"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 273.54 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.48°27'02"W., A DISTANCE OF 270.14 FEET; THENCE S.00°12'44"E., A DISTANCE OF 51.02 FEET TO A POINT OF CURVATURE, CONCAVE WEST, HAVING A RADIUS OF 110.00 FEET, AND A CENTRAL ANGLE OF 16°37'13"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.91 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.08°05'53"W., A DISTANCE OF 31.80 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°49'25", A DISTANCE OF 36.14 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.25°49'12"W., A DISTANCE OF 35.98 FEET; THENCE S.35°13'55"W., A DISTANCE OF 19.04 FEET; THENCE N.89°46'56"E., A DISTANCE OF 70.26 FEET; THENCE S.00°13'04"E., A DISTANCE OF 41.43 FEET; THENCE S.47°32'21"W., A DISTANCE OF 60.00 FEET; THENCE S.30°54'04"W., A DISTANCE OF 57.39 FEET; THENCE S.00°12'56"E., A DISTANCE OF 38.77 FEET; THENCE N.90°00'00"E., A DISTANCE OF 89.66 FEET; THENCE S.00°00'00"E., A DISTANCE OF 5.00 FEET; THENCE N.90°00'00"E., A DISTANCE OF 183.55 FEET; THENCE N.00°13'04"W., A DISTANCE OF 156.41 FEET; THENCE N.89°46'56"E., A DISTANCE OF 76.86 FEET; THENCE N.00°13'04"W., A DISTANCE OF 20.35 FEET; THENCE N.89°46'56"E., A DISTANCE OF 8.30 FEET; THENCE N.44°46'56"E., A DISTANCE OF 46.08 FEET; THENCE N.00°13'04"W., A DISTANCE OF 14.20 FEET; THENCE S.89°46'56"W., A DISTANCE OF 360.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 60.214 SQUARE FEET OR 1.38 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

LEGAL DESCRIPTION BELMARE PHASE 3 (PROPOSED FOR INFORMATIONAL PURPOSES ONLY)

A PARCEL OF LAND LYING AND BEING IN SECTIONS 13 AND 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "H" THE NORTHSHORE AT RIVIERA DUNES PHASE 1-A, PLAT BOOK 35, PAGE 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.00°01'28"E. ALONG THE WEST LINE OF SAID TRACT H, A DISTANCE OF 112.83 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF NORTHSHORE AT RIVIERA DUNES PHASE 1-B; THENCE N.89°58'32"W. ALONG SAID SOUTH LINE, A DISTANCE OF 220.00 FEET; THENCE N.00°04'33"E., A DISTANCE OF 516.50 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF HABEN BOULEVARD; THE FOLLOWING FIVE (5) CALLS ARE ALONG SAID SOUTH RIGHT OF WAY THENCE S.75°39'27"W., A DISTANCE OF 89.52 FEET; THENCE N.14°20'33"W., A DISTANCE OF 2.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTHEAST, OF WHICH THE RADIUS POINT LIES S.14°20'35"E., A RADIAL DISTANCE OF 460.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°52'44", A DISTANCE OF 167.63 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.65°13'03"W., A DISTANCE OF 166.70 FEET TO A POINT OF COMPOUND CURVATURE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 960.00 FEET, AND A CENTRAL ANGLE OF 21°59'59"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 368.61 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.43°46'42"W., A DISTANCE OF 366.35 FEET; THENCE S.32°46'41"W., A DISTANCE OF 203.48 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY OF HABEN BOULEVARD THE FOLLOWING TWO (2) CALLS: S.32°46'41"W., A DISTANCE OF 43.05 FEET TO A POINT OF CURVATURE, CONCAVE NORTHWEST, HAVING A RADIUS OF 500.00 FEET, AND A CENTRAL ANGLE OF 31°20'41"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 273.54 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.48°27'02"W., A DISTANCE OF 270.14 FEET; THENCE S.00°12'44"E., A DISTANCE OF 51.02 FEET TO A POINT OF CURVATURE, CONCAVE WEST, HAVING A RADIUS OF 110.00 FEET, AND A CENTRAL ANGLE OF 16°37'13"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.91 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.08°05'53"W., A DISTANCE OF 31.80 FEET; THENCE N.89°46'56"E., A DISTANCE OF 360.29 FEET; THENCE N.00°13'04"W., A DISTANCE OF 260.54 FEET; THENCE S.89°46'56"W., A DISTANCE OF 18.42 FEET; THENCE N.00°13'04"W., A DISTANCE OF 21.83 FEET; THENCE S.89°46'56"W., A DISTANCE OF 88.46 FEET; THENCE N.57°13'19"W., A DISTANCE OF 26.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 74.351 SQUARE FEET OR 1.71 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PHASE 4 (PROPOSED FOR INFORMATIONAL PURPOSES ONLY)

A PARCEL OF LAND LYING AND BEING IN SECTION 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

COMMENCE AT A SOUTHWEST CORNER OF TRACT "H" THE NORTHSHORE AT RIVIERA DUNES PHASE 1-A, PLAT BOOK 35, PAGE 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.89°58'16"W., A DISTANCE OF 30.00 FEET; THENCE SOUTH, A DISTANCE OF 105.78 FEET; THENCE S.26°33'54"E., A DISTANCE OF 41.05 FEET; THENCE SOUTH, A DISTANCE OF 235.30 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE NORTHWEST, OF WHICH THE RADIUS POINT LIES S.89°59'56"W., A RADIAL DISTANCE OF 136.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°01'32", A DISTANCE OF 213.69 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.45°00'42"W., A DISTANCE OF 192.38 FEET; THENCE N.89°58'32"W., A DISTANCE OF 306.43 FEET FOR A POINT OF BEGINNING; THENCE N.58°21'39"W., A DISTANCE OF 231.96 FEET; THENCE NORTH, A DISTANCE OF 132.22 FEET; THENCE S.89°46'56"W., A DISTANCE OF 156.85 FEET; THENCE S.00°13'04"E., A DISTANCE OF 156.41 FEET; THENCE WEST, A DISTANCE OF 9.19 FEET; THENCE SOUTH, A DISTANCE OF 85.68 FEET; THENCE N.89°47'04"E., A DISTANCE OF 35.23 FEET; THENCE S.00°12'51"E., A DISTANCE OF 41.19 FEET; THENCE S.89°58'09"E., A DISTANCE OF 44.54 FEET; THENCE N.00°12'41"W., A DISTANCE OF 16.99 FEET; THENCE S.89°58'32"E., A DISTANCE OF 44.54 FEET; THENCE N.00°01'28"E., A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 57,174 SQUARE FEET OR 1.31 ACRES, MORE OR LESS.

LEGAL DESCRIPTION 20 FOOT INGRESS/EGRESS & PEDESTRIAN EASEMENT

A PARCEL OF LAND LYING AND BEING IN SECTIONS 13 AND 24, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

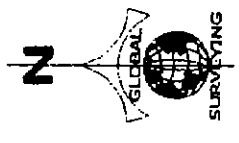
COMMENCE AT THE SOUTHWEST CORNER OF TRACT "H" THE NORTHSHORE AT RIVIERA DUNES, PHASE 1-A AS PER PLAT THEREOF RECORDED IN PLAT BOOK 35, PAGE 19 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE SOUTH, A DISTANCE OF 98.69 FEET; THENCE S.26°33'54"E., A DISTANCE OF 30.66 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE WEST, OF WHICH THE RADIUS POINT LIES S.63°26'08"W., A RADIAL DISTANCE OF 44.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°33'52", A DISTANCE OF 20.40 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.13°16'56"E., A DISTANCE OF 20.22 FEET; THENCE SOUTH, A DISTANCE OF 232.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE NORTHWEST, OF WHICH THE RADIUS POINT LIES N.89°58'56"W., A RADIAL DISTANCE OF 166.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°01'32", A DISTANCE OF 260.82 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.45°00'46"W., A DISTANCE OF 234.81 FEET; THENCE N.89°58'32"W., A DISTANCE OF 549.45 FEET; THENCE N.73°41'44"W., A DISTANCE OF 9.06 FEET FOR A POINT OF BEGINNING; THENCE S.89°46'56"W., A DISTANCE OF 73.99 FEET; THENCE N.00°13'04"W., A DISTANCE OF 20.00 FEET; THENCE N.89°46'56"E., A DISTANCE OF 53.99 FEET; THENCE N.00°13'04"W., A DISTANCE OF 264.04 FEET; THENCE N.16°50'11"E., A DISTANCE OF 55.37 FEET; THENCE N.00°13'04"W., A DISTANCE OF 271.74 FEET; THENCE N.89°46'56"E., A DISTANCE OF 20.00 FEET; THENCE S.00°13'04"E., A DISTANCE OF 274.74 FEET; THENCE S.16°50'11"W., A DISTANCE OF 55.37 FEET; THENCE S.00°13'04"E., A DISTANCE OF 281.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,303 SQUARE FEET OR 0.31 ACRES, MORE OR LESS.

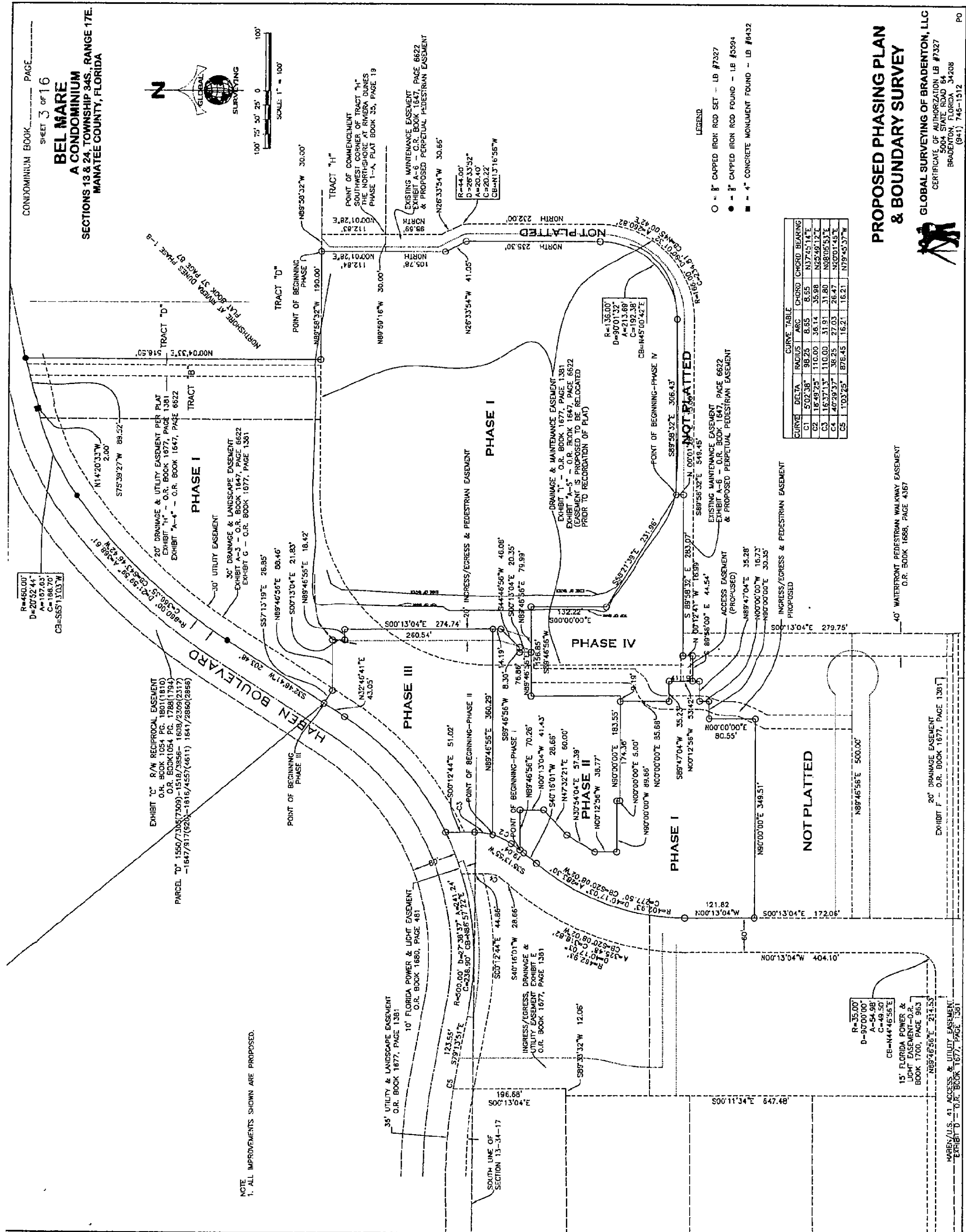


GLOBAL SURVEYING OF BRADENTON, LLC
CERTIFICATE OF AUTHORIZATION LB #7327
5004 STATE ROAD 64
BRADENTON, FLORIDA 34208
(941) 748-1512

CONDOMINIUM BOOK _____ PAGE _____
 SHEET 3 of 16
BEL MARE
 A CONDOMINIUM
 SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
 MANATEE COUNTY, FLORIDA



NOTE
 1. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	5°02'38"	98.25	8.65	8.55	N37°45'14"E
C2	18°49'25"	110.00	36.14	35.98	N22°49'12"E
C3	16°37'13"	110.00	31.91	31.80	N08°05'51"E
C4	40°39'37"	36.25	27.03	26.47	N20°01'45"E
C5	103°2'25"	878.45	16.21	16.21	N79°45'37"W

LEGEND
 ○ = 1" CAPPED IRON ROD SET - LB #7327
 ● = 1" CAPPED IRON ROD FOUND - LB #3594
 ■ = 4" CONCRETE MONUMENT FOUND - LB #8432

**PROPOSED PHASING PLAN
 & BOUNDARY SURVEY**



GLOBAL SURVEYING OF BRADENTON, LLC
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 5004 STATE ROAD 84
 BRADENTON, FLORIDA 34208
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 PO

40' WATERFRONT PEDESTRIAN WALKWAY EASEMENT
 O.R. BOOK 1688, PAGE 4367

20' DRAINAGE EASEMENT
 EXHIBIT F - O.R. BOOK 1677, PAGE 1381

R=35.00'
 D=90°00'00"
 A=54.98'
 C=48.50'
 CB=N44°46'55"E
 15' FLORIDA POWER & LIGHT EASEMENT-O.R. BOOK 1700, PAGE 963
 N89°46'56"E 214.52'

R=450.00'
 D=20°52'44"
 A=167.03'
 C=186.70'
 CB=S65°13'03"W

EXHIBIT C - R/W RECIPROCAL EASEMENT
 O.R. BOOK 1054 PC, 1801(1810)
 O.R. BOOK 1054 PC, 1788(1794)
 PARCEL TO: 1550/7305(7309)-1518/7856-1608/2309(2317)
 -1647/917(923)-1816/4557(4611) 1641/2860(2866)

SOUTH LINE OF SECTION 13-34-17
 500'13'04" E 279.75'

INGRESS/EGRESS, DRAINAGE & UTILITY EASEMENT EXHIBIT E
 O.R. BOOK 1677, PAGE 1381
 R=500.00' D=27°38'37" A=241.24'
 C=238.90' CB=N86°51'22"E

POINT OF BEGINNING PHASE II
 N89°46'55"E 360.29'

POINT OF BEGINNING PHASE I
 N89°46'56"E 70.26'
 N00°13'04"W 41.43'
 N47°32'21"E 80.00'
 N30°54'04"E 57.39'
 N00°12'56"W 38.77'

POINT OF BEGINNING PHASE III
 N89°46'55"E 360.29'

POINT OF BEGINNING PHASE IV
 S89°58'32"E 306.43'

POINT OF BEGINNING PHASE V
 N89°58'32"W 30.00'

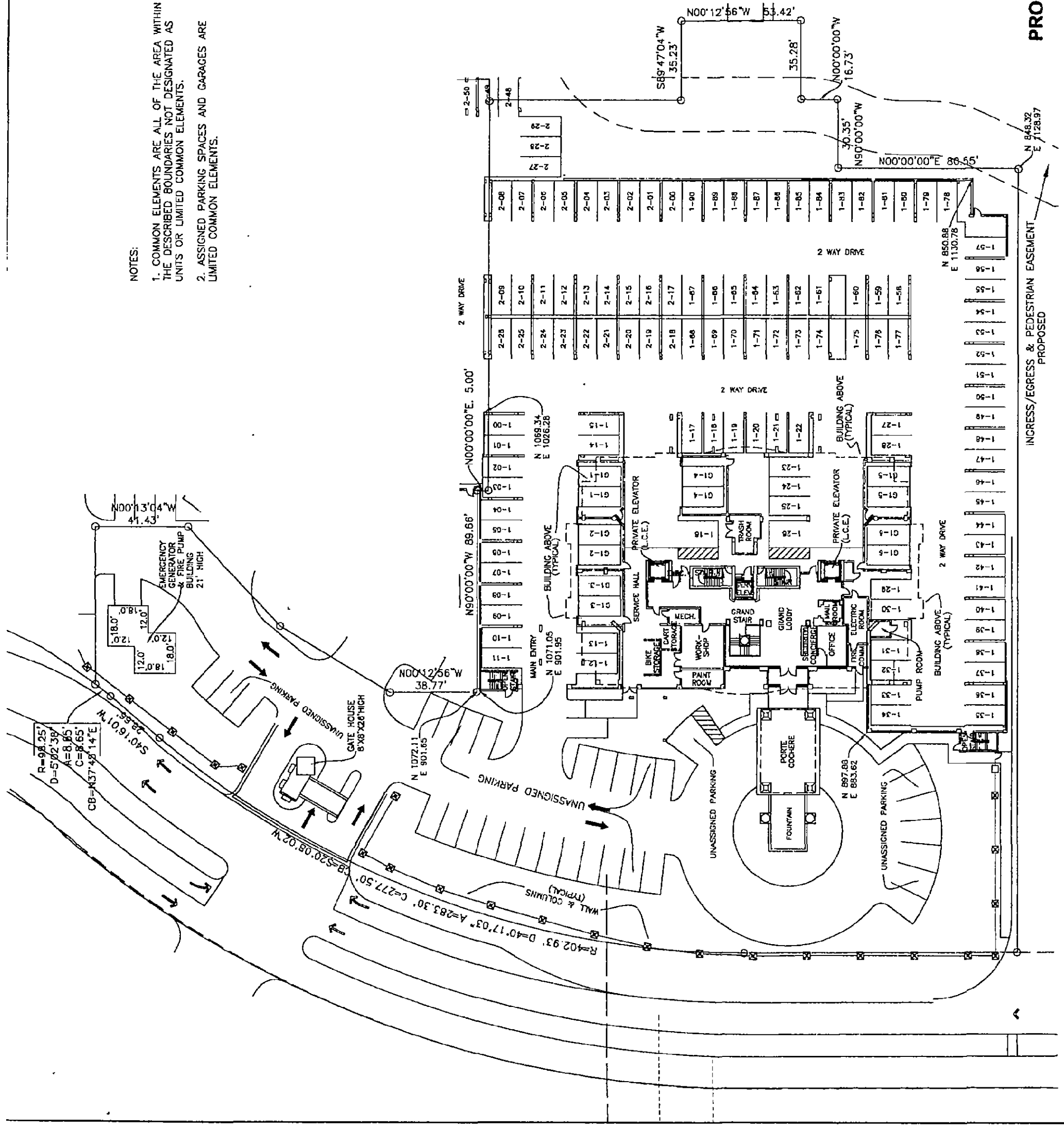
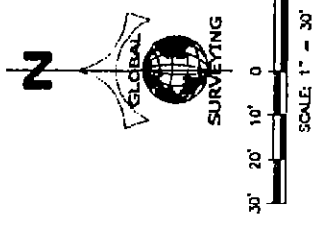
POINT OF COMMENCEMENT SOUTHWEST CORNER OF TRACT "H" THE NORTHSIDE CORNER AT RIVERA DUNES PHASE 1-A, PLAT BOOK 35, PAGE 19

EXISTING MAINTENANCE EASEMENT EXHIBIT A-6 - O.R. BOOK 1647, PAGE 6622 & PROPOSED PERPETUAL PEDESTRIAN EASEMENT
 R=44.00'
 D=26°33'52"
 A=20.40'
 C=20.22'
 CB=N13°16'56"W

EXISTING MAINTENANCE EASEMENT EXHIBIT A-6 - O.R. BOOK 1647, PAGE 6622 & PROPOSED PERPETUAL PEDESTRIAN EASEMENT
 R=136.00'
 D=90°01'32"
 A=213.68'
 C=192.38'
 CB=N45°00'42"E

BEL MARE
A CONDOMINIUM
SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA

- NOTES:
- COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS.
 - ASSIGNED PARKING SPACES AND GARAGES ARE LIMITED COMMON ELEMENTS.



NOTE: BUILDING COORDINATES ARE MEASURED TO OUTSIDE OF BUILDING.

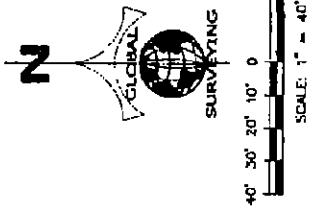
PROPOSED PARKING LEVEL/PHASE I
SITE PLAN

GLOBAL SURVEYING OF BRADENTON, LLC
 CERTIFICATE OF AUTHORIZATION LB #7327
 5004 STATE ROAD 64
 BRADENTON, FLORIDA 34208
 (941) 746-1512



CONDOMINIUM BOOK _____ PAGE _____
SHEET 5 of 16

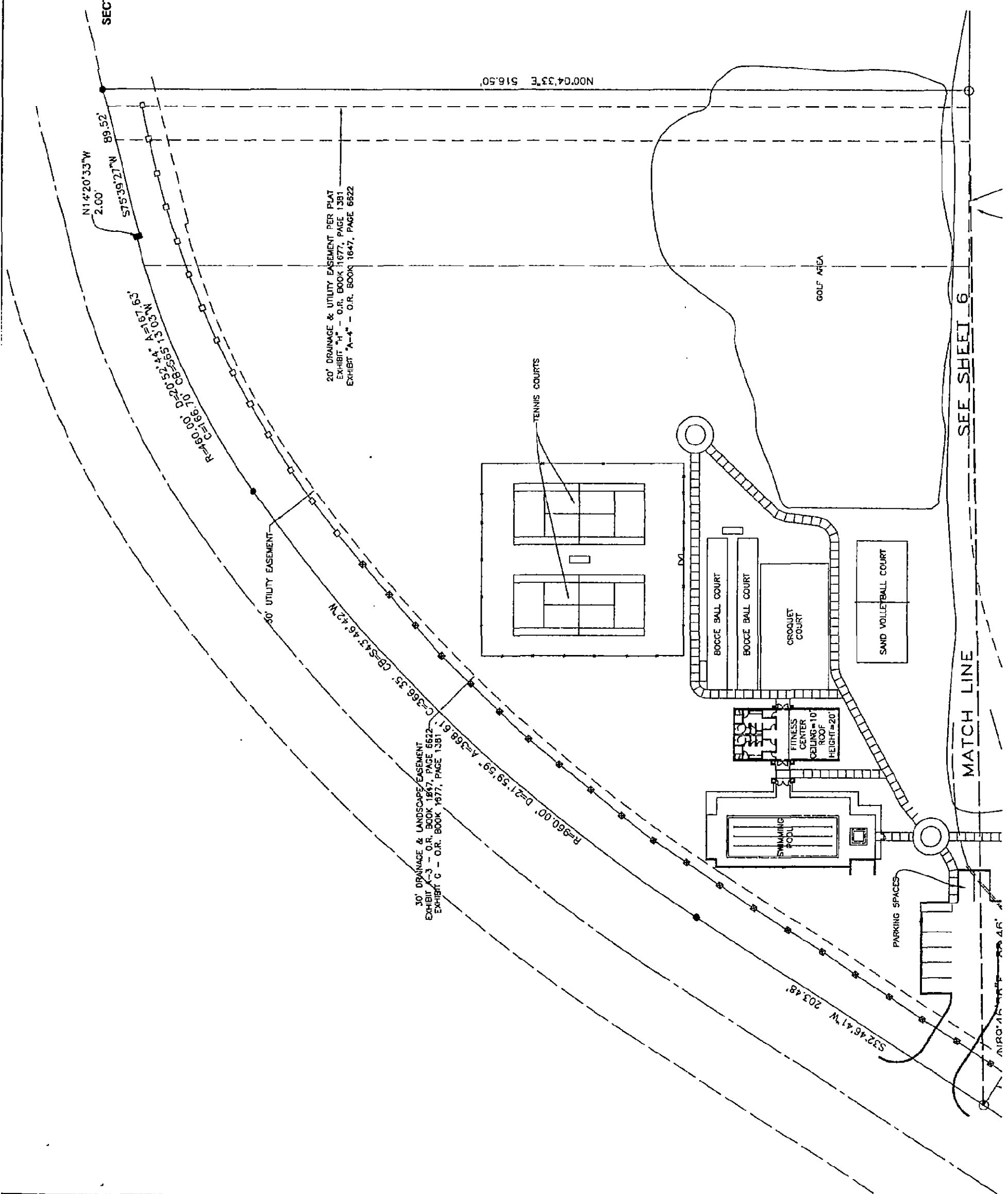
BEL MARE
A CONDOMINIUM
SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA



NOTE:
1. COMMON ELEMENTS ARE ALL OF THE
AREA WITHIN THE DESCRIBED
BOUNDARIES NOT DESIGNATED AS UNITS
OR LIMITED COMMON ELEMENTS.

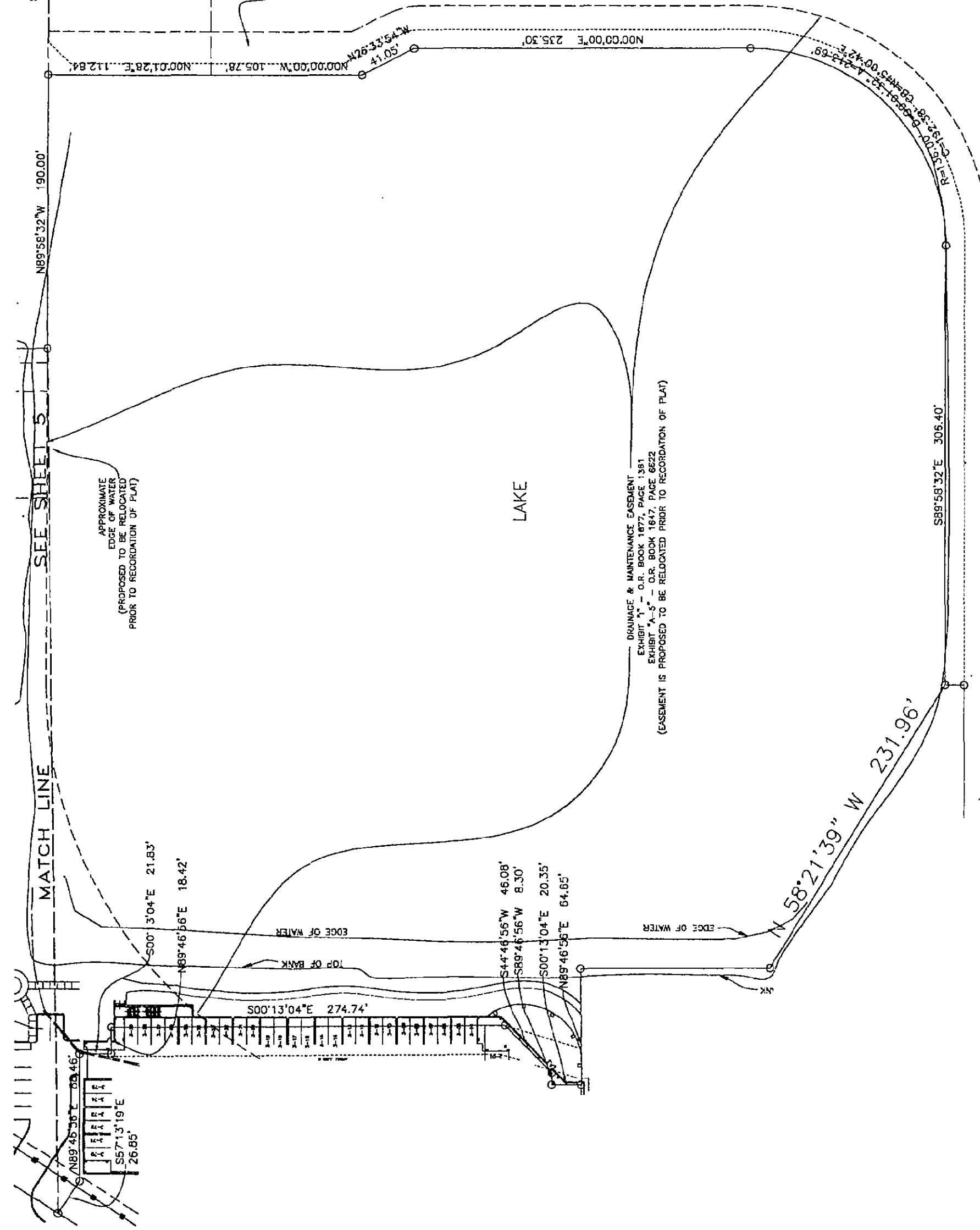
20' DRAINAGE & UTILITY EASEMENT PER PLAT
EXHIBIT "H" - O.R. BOOK 1677, PAGE 1381
EXHIBIT "A-4" - O.R. BOOK 1647, PAGE 6822

30' DRAINAGE & LANDSCAPE/EASEMENT
EXHIBIT "C-3" - O.R. BOOK 1647, PAGE 6822
EXHIBIT "C" - O.R. BOOK 1677, PAGE 1381

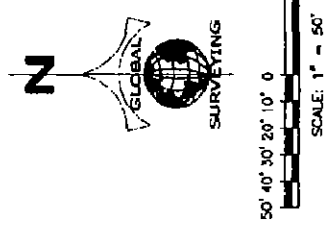


**PROPOSED CLUBHOUSE/FITNESS
CENTER PHASE I SITE PLAN**
GLOBAL SURVEYING OF BRADENTON, LLC
CERTIFICATE OF AUTHORIZATION LB #7327
5004 STATE ROAD 84
BRADENTON, FLORIDA 34208
(941) 748-1512

BEL MARE
A CONDOMINIUM
SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA



NOTE:
 1. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS.
 2. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



**PROPOSED PHASE I
SITE PLAN**

GLOBAL SURVEYING OF BRADENTON, LLC
 CERTIFICATE OF AUTHORIZATION LB #1327
 5004 STATE ROAD 84
 BRADENTON, FLORIDA 34208
 (941) 746-1512
 PO

EXISTING MAINTENANCE EASEMENT
 EXHIBIT A-6 - O.R. BOOK 1647, PAGE 6622
 & PROPOSED PERPETUAL PEDESTRIAN EASEMENT

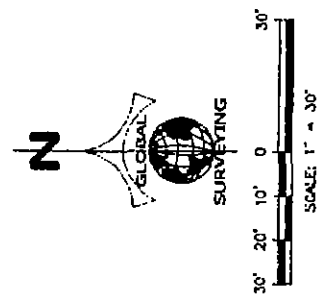
DRAINAGE & MAINTENANCE EASEMENT
 EXHIBIT "1" - O.R. BOOK 1877, PAGE 1381
 EXHIBIT "A-5" - O.R. BOOK 1647, PAGE 6622
 (EASEMENT IS PROPOSED TO BE RELOCATED PRIOR TO RECORDATION OF PLAT)

APPROXIMATE
 EDGE OF WATER
 (PROPOSED TO BE RELOCATED
 PRIOR TO RECORDATION OF PLAT)

SEE SHEET 5

BEL MARE
A CONDOMINIUM

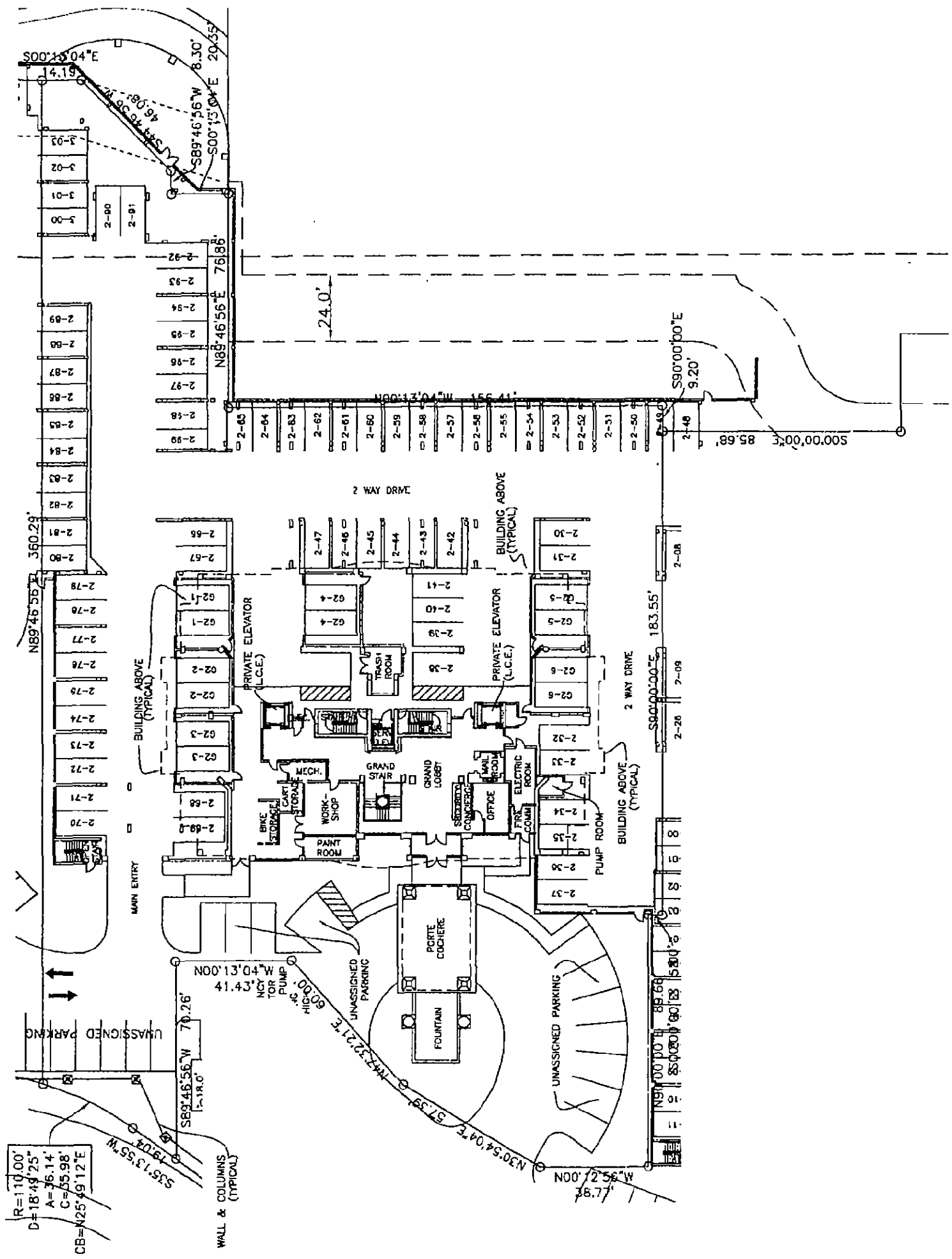
SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA



NOTES:

1. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS.
2. ASSIGNED PARKING SPACES AND GARAGES ARE LIMITED COMMON ELEMENTS.
3. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

NOTE: BUILDING COORDINATES ARE MEASURED TO OUTSIDE OF BUILDING.

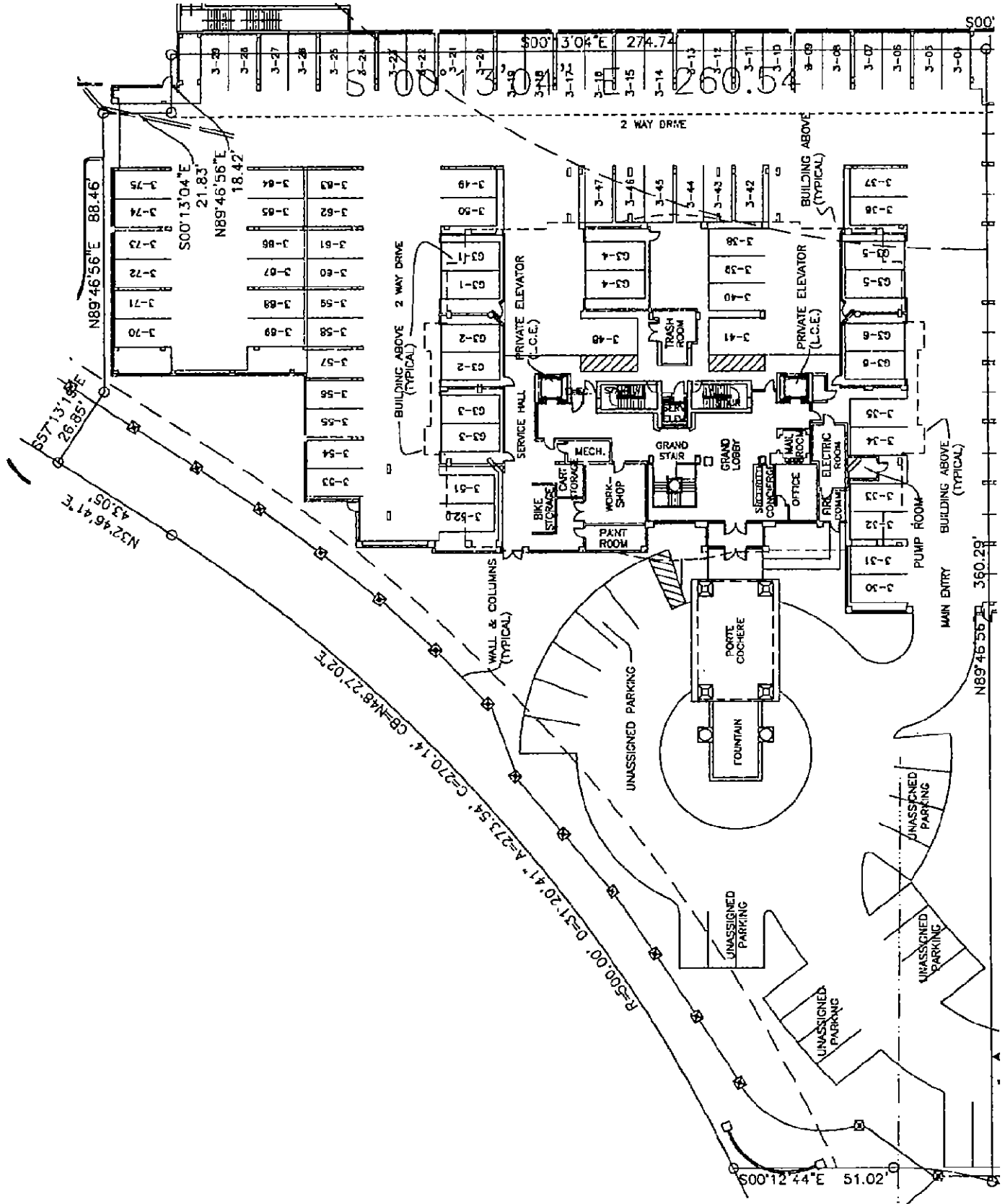
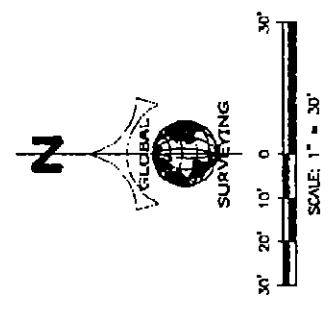


PROPOSED PARKING LEVEL/PHASE II & PHASE IV SITE PLAN

GLOBAL SURVEYING OF BRADENTON, LLC
 CERTIFICATE OF AUTHORIZATION LB #7327
 5004 STATE ROAD 34
 BRADENTON, FLORIDA 34208
 (813) 748-1512

BEL MARE
A CONDOMINIUM
 SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
 MANATEE COUNTY, FLORIDA

- NOTES:
1. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS.
 2. ASSIGNED PARKING SPACES AND GARAGES ARE LIMITED COMMON ELEMENTS.
 3. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



NOTE: BUILDING COORDINATES ARE MEASURED TO OUTSIDE OF BUILDING.

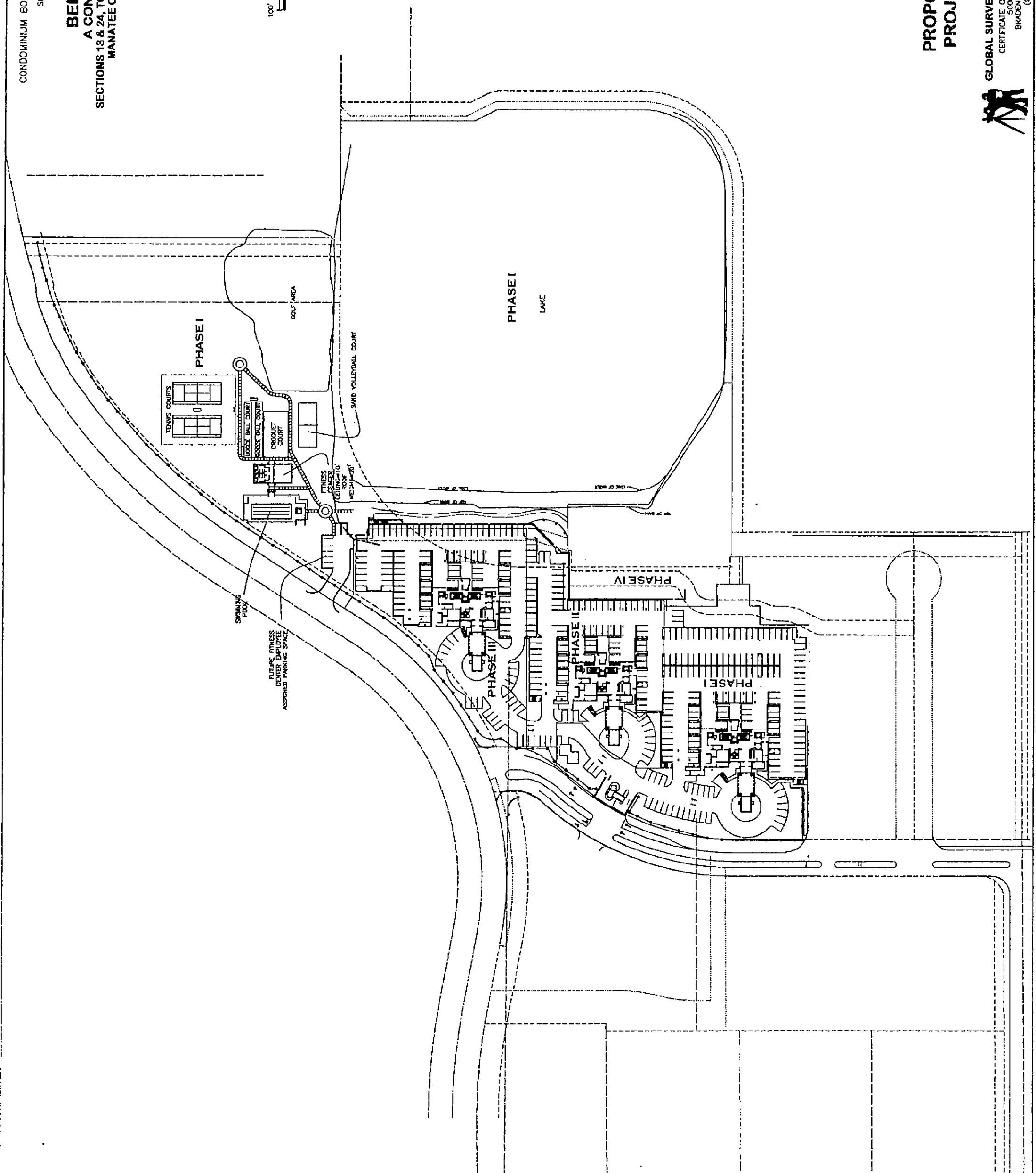
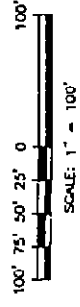
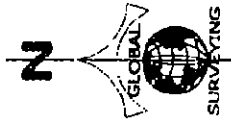
PROPOSED PARKING LEVEL/PHASE III
SITE PLAN

GLOBAL SURVEYING OF BRADENTON, LLC
 CERTIFICATE OF AUTHORIZATION LB #7327
 5004 STATE ROAD 84
 BRADENTON, FLORIDA 34208
 (941) 748-1512
 PO



CONDOMINIUM BOOK _____ PAGE _____
SHEET 9 OF 16

BEL MARE
A CONDOMINIUM
SECTIONS 13 & 24, TOWNSHIP 34S, RANGE 17E,
MANATEE COUNTY, FLORIDA



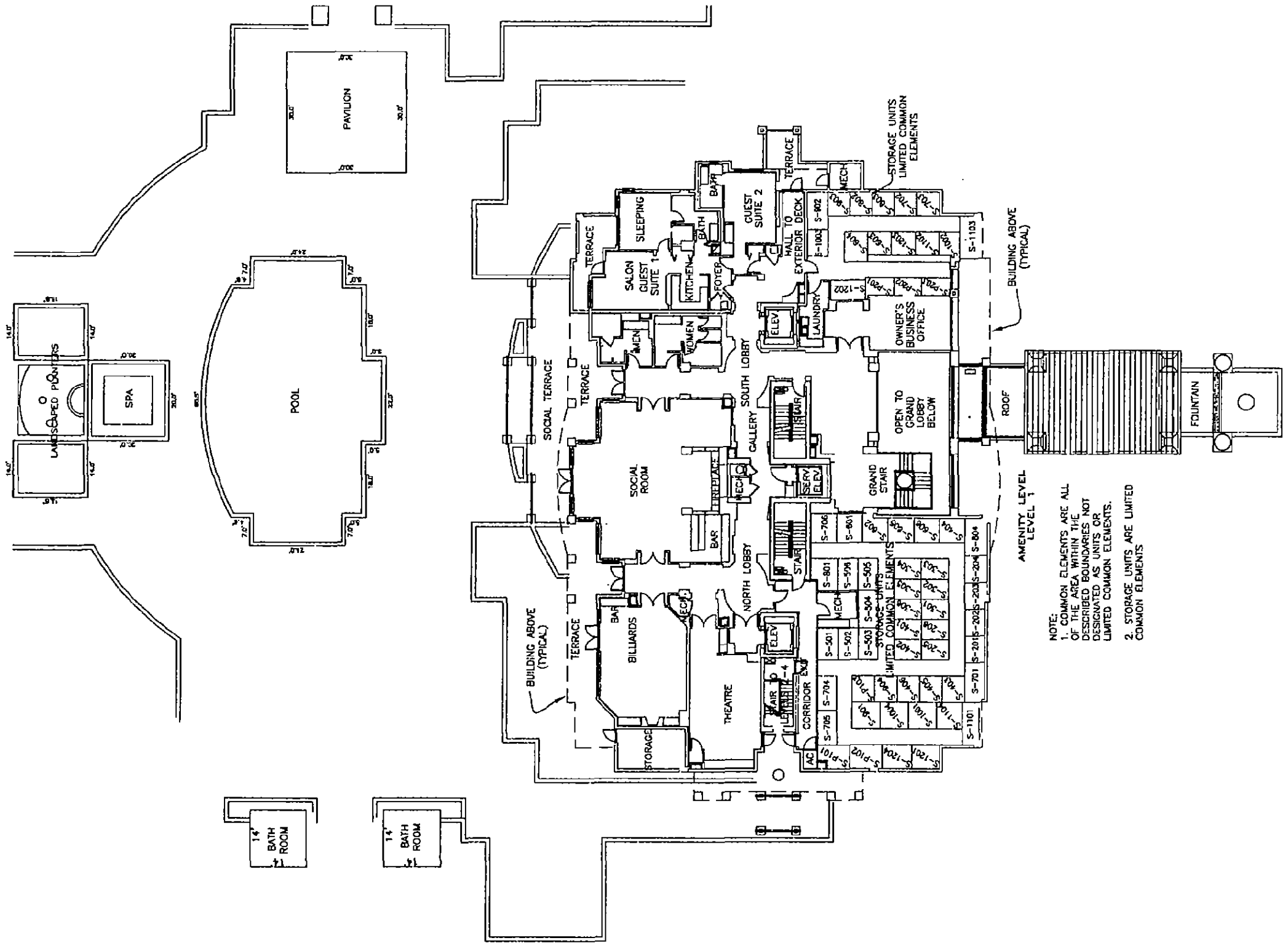
**PROPOSED OVERALL
PROJECT SITE PLAN**



GLOBAL SURVEYING OF BRADENTON, LLC
CERTIFICATE OF AUTHORIZATION LB #7327
5004 STATE ROAD 64
BRADENTON, FLORIDA 34209
(941) 748-1512
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CONDOMINIUM BOOK _____ PAGE _____
SHEET 10 of 16

BEL MARE
A CONDOMINIUM
SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA

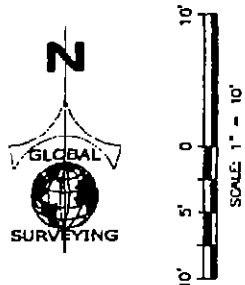


NOTE:
1. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS.
2. STORAGE UNITS ARE LIMITED COMMON ELEMENTS



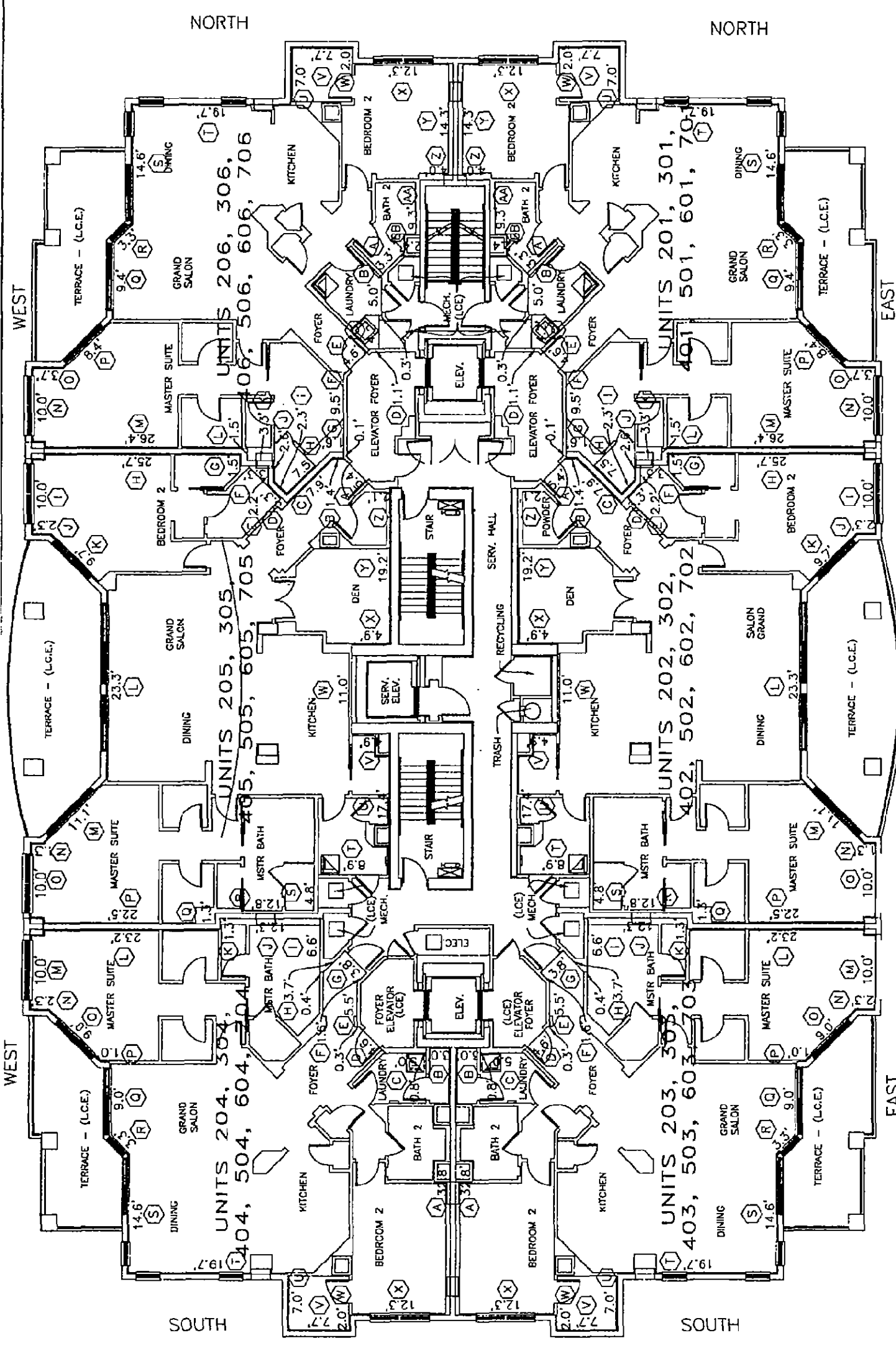
CONDOMINIUM BOOK PAGE
SHEET 1 OF 16

BEL MARE
A CONDOMINIUM
SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA



PERIMETRICAL BOUNDARIES

FLOOR PLAN
LEVELS 2-7



NOTES:

1. DRAWING DIMENSIONS SHOWN ARE PROPOSED -- SEE CHART FOR AS-BUILT MEASUREMENTS.
2. INTERIOR ROOMS WERE TAKEN FROM ARCHITECTURAL PLANS ARE NOT FIELD VERIFIED AND MAY VARY FROM THOSE ACTUALLY CONSTRUCTED.
3. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS(LCE).

PHASE I AS-BUILT MEASUREMENTS

UNIT #	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB
201	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	26.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
202	5.4	1.4	7.9	3.3	1.5	25.7	10.0	2.3	9.7	23.3	11.1	1.3	10.0	22.5	1.3	12.8	4.8	8.9	17.4	4.9	11.0	4.9	19.2	2.1	14.3	4.0	9.3	2.4
203	32.8	3.0	0.8	4.6	5.5	1.6	3.8	3.7	6.6	12.3	1.3	23.2	10.0	2.3	9.0	1.0	9.0	3.3	14.6	19.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
204	32.8	3.0	0.8	4.6	5.5	1.6	3.8	3.7	6.6	12.3	1.3	23.2	10.0	2.3	9.0	1.0	9.0	3.3	14.6	19.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
205	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	26.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
206	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	26.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
207	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	26.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
208	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	26.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
209	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	26.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
210	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	26.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
211	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	26.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
212	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	26.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
213	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	26.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
214	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	26.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
215	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	26.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
216	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	26.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
217	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	26.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
218	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	26.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
219	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	26.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4
220	3.3	5.0	4.2	1.1	4.6	9.5	1.6	7.5	2.3	2.6	3.3	1.5	26.4	10.0	3.7	8.4	9.4	3.3	14.6	18.7	7.0	7.7	2.0	12.3	14.3	4.0	9.3	2.4

GLOBAL SURVEYING OF BRADENTON, LLC
CERTIFICATE OF AUTHORIZATION LB #7327
5004 STATE ROAD 64
BRADENTON, FLORIDA 34208
(941) 746-1512

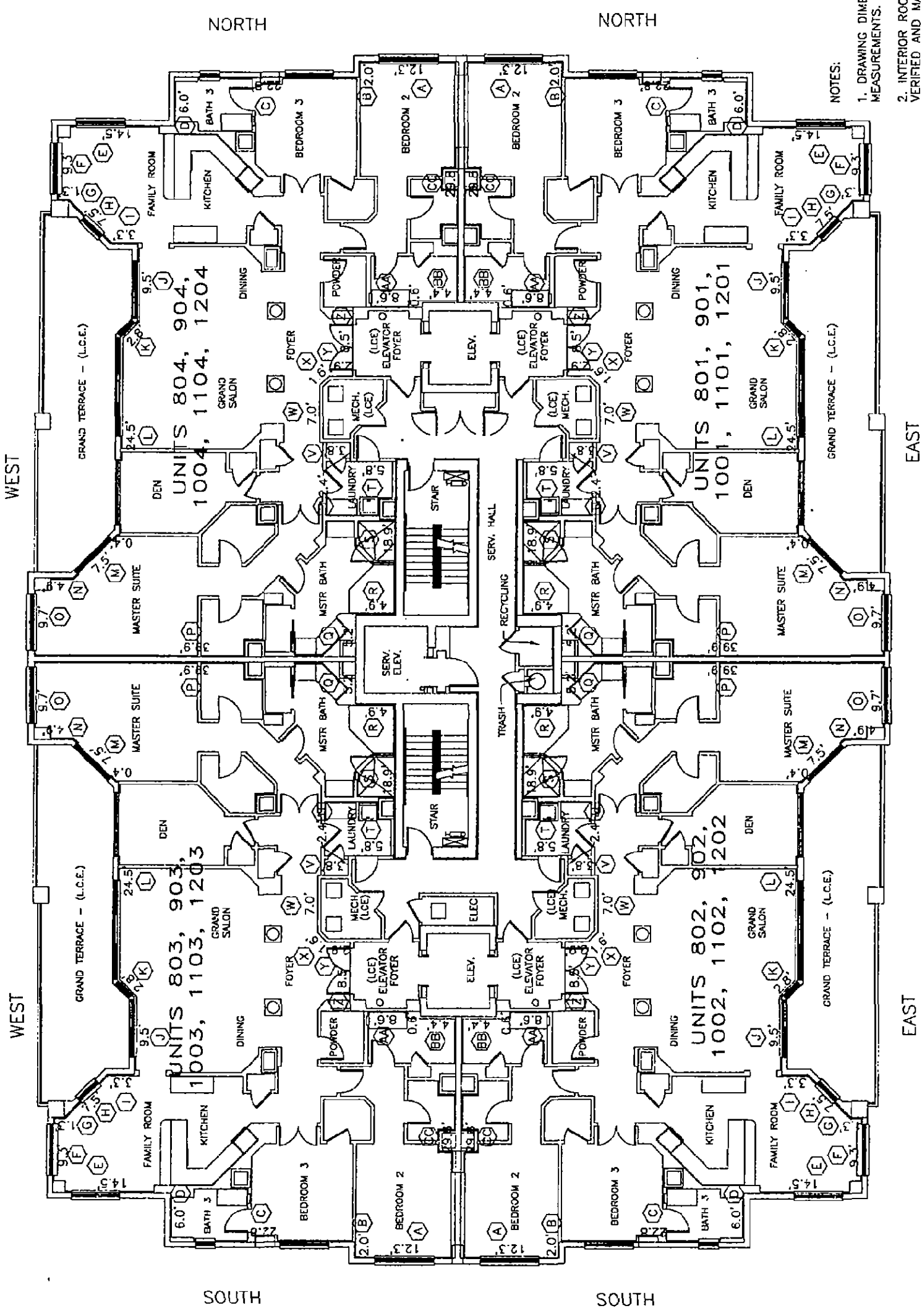


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BEL MARE
A CONDOMINIUM
SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
MANATEE COUNTY, FLORIDA



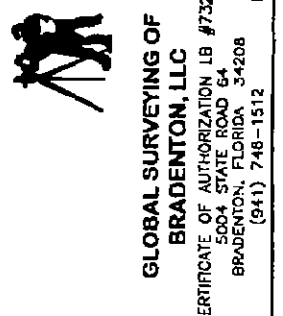
PERIMETRICAL BOUNDARIES



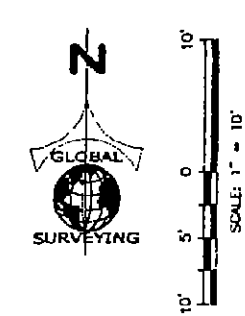
- NOTES:**
1. DRAWING DIMENSIONS SHOWN ARE PROPOSED - SEE CHART FOR AS-BUILT MEASUREMENTS.
 2. INTERIOR ROOMS WERE TAKEN FROM ARCHITECTURAL PLANS ARE NOT FIELD VERIFIED AND MAY VARY FROM THOSE ACTUALLY CONSTRUCTED.
 3. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS(LCE).

FLOOR PLAN LEVELS 8-12

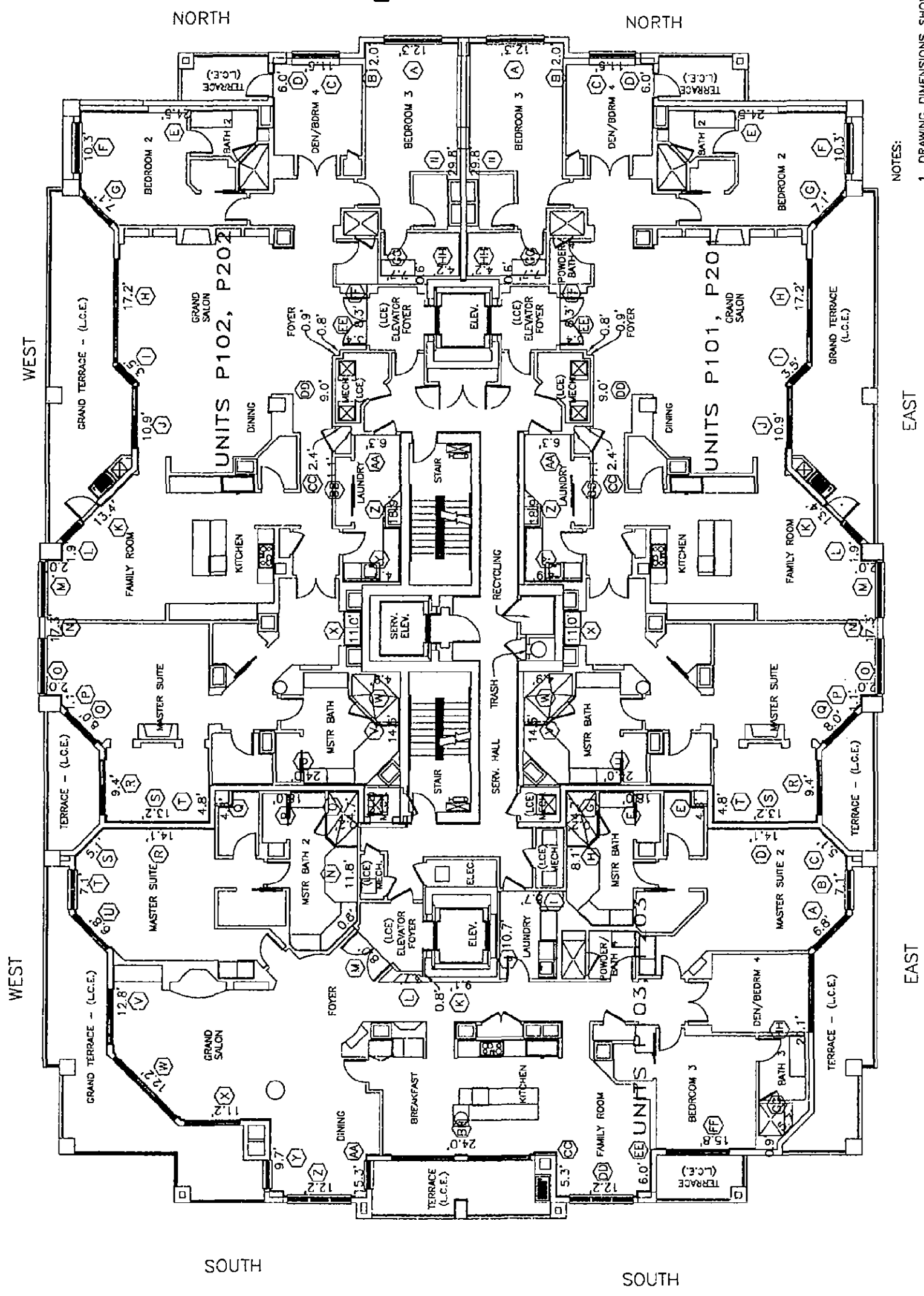
UNIT #		PHASE I AS-BUILT MEASUREMENTS																											
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	
801	12.3	2.0	22.8	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
802	12.3	2.0	22.8	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
803	12.3	2.0	22.8	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
804	12.3	2.0	22.8	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
901	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
902	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
903	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
904	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1001	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1002	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1003	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1004	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1101	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1102	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1103	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1104	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.8	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1201	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.5	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1202	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.5	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1203	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.5	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8
1204	12.3	2.0	22.3	6.0	14.5	9.3	1.3	7.5	3.3	9.5	2.8	24.5	7.5	4.9	9.7	39.9	5.2	4.9	18.9	5.5	2.4	3.8	7.0	1.6	2.9	8.5	8.6	4.4	29.8



BEL MARE
 A CONDOMINIUM
 SECTIONS 19 & 24, TOWNSHIP 34S., RANGE 17E.
 MANATEE COUNTY, FLORIDA



PERIMETRICAL BOUNDARIES



- NOTES:**
1. DRAWING DIMENSIONS SHOWN ARE PROPOSED - SEE CHART FOR AS-BUILT MEASUREMENTS.
 2. INTERIOR ROOMS WERE TAKEN FROM ARCHITECTURAL PLANS ARE NOT FIELD VERIFIED AND MAY VARY FROM THOSE ACTUALLY CONSTRUCTED.
 3. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS(LCE).

FLOOR PLAN LEVELS 14-15

PHASE I AS-BUILT MEASUREMENTS

UNIT #	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	DD	EE	FF	GG	HH	II	
P101	12.3	2.0	11.5	6.1	24.5	10.3	7.0	17.1	3.6	10.9	13.3	2.0	2.1	17.3	2.0	1.1	8.0	9.4	13.2	4.7	24.0	14.5	4.9	11.0	4.9	18.9	8.3	1.1	2.4	9.0	3.4	8.3	7.7	4.2	28.8	
P102	12.3	2.0	11.6	6.0	24.5	10.3	7.1	17.3	3.5	10.9	13.4	2.0	2.0	17.3	2.1	1.1	7.9	9.4	13.3	4.7	24.0	14.4	4.9	11.0	4.8	18.9	8.2	1.1	2.4	9.0	3.4	8.3	7.7	4.2	29.8	
P103	6.7	7.2	5.2	14.0	4.7	18.0	4.7	8.1	8.7	10.7	9.1	3.7	8.0	11.8	4.7	18.0	4.7	14.1	5.1	7.2	6.9	12.8	12.2	11.3	9.6	12.3	5.2	24.0	5.3	12.2	6.0	15.9	5.6	20.3		
P201	12.3	2.0	11.6	6.0	24.4	10.3	7.1	17.1	3.5	10.9	13.4	2.0	2.0	17.3	2.1	1.2	8.0	9.4	13.3	4.7	24.0	14.5	5.0	11.1	5.0	18.9	8.2	1.1	2.3	9.0	3.4	8.3	7.7	4.2	29.8	
P202	12.3	2.0	11.6	6.0	24.4	10.3	7.0	17.2	3.5	10.9	13.4	2.0	2.1	17.2	2.1	1.1	8.0	9.4	13.3	4.8	24.0	14.4	4.9	11.0	5.0	18.9	8.3	1.1	2.4	9.0	3.4	8.3	7.7	4.2	29.8	
P203	6.7	7.3	5.2	14.0	4.7	18.0	4.7	8.1	8.7	10.7	9.1	3.7	8.0	11.8	4.7	18.0	4.7	14.0	5.2	7.2	6.9	12.7	12.1	11.3	9.7	12.2	5.3	24.0	5.2	12.2	5.9	15.9	5.6	20.1		

BEL MARE A CONDOMINIUM SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E. MANATEE COUNTY, FLORIDA

PHASE II AS-BUILT MEASUREMENTS (SEE SHEET 11 FOR PLAN)

Table with columns A through BB and rows 201 through 706. Each row contains 22 numerical values representing measurements for a specific unit.

PHASE II AS-BUILT MEASUREMENTS (SEE SHEET 12 FOR PLAN)

Table with columns A through CC and rows 801 through 1204. Each row contains 22 numerical values representing measurements for a specific unit.

PHASE II AS-BUILT MEASUREMENTS (SEE SHEET 13 FOR PLAN)

Table with columns A through II and rows P101 through P203. Each row contains 18 numerical values representing measurements for a specific unit.



GLOBAL SURVEYING OF BRADENTON, LLC CERTIFICATE OF AUTHORIZATION LB #7327 5004 STATE ROAD 64 BRADENTON, FLORIDA 34208 (941) 746-1512

CONDOMINIUM BOOK _____ PAGE _____
 SHEET 15 of 16
BEL MARE
 A CONDOMINIUM
 SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
 MANATEE COUNTY, FLORIDA

PHASE III AS-BUILT MEASUREMENTS (SEE SHEET 11 FOR PLAN)

UNIT #	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB		
201																														
202																														
203																														
204																														
205																														
206																														
301																														
302																														
303																														
304																														
305																														
306																														
401																														
402																														
403																														
404																														
705																														
706																														

PHASE III AS-BUILT MEASUREMENTS (SEE SHEET 12 FOR PLAN)

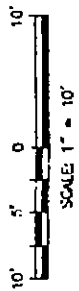
UNIT #	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC		
801																															
802																															
803																															
804																															
901																															
902																															
903																															
904																															
1001																															
1002																															
1003																															
1004																															
1101																															
1102																															
1103																															
1104																															
1201																															
1202																															
1203																															
1204																															

PHASE III AS-BUILT MEASUREMENTS (SEE SHEET 13 FOR PLAN)

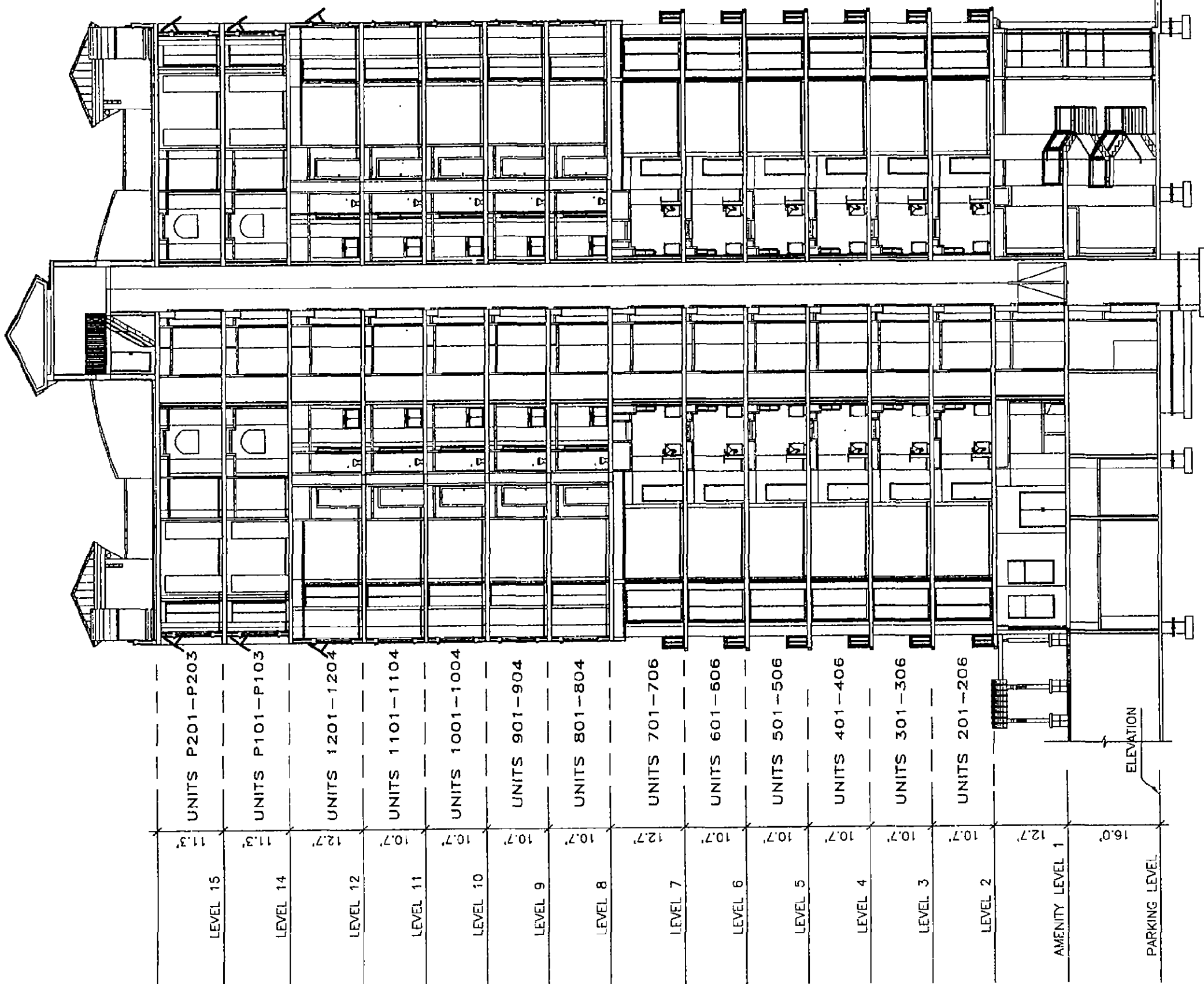
UNIT #	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	DD	EE	FF	GG	HH	II				
1401																																							
1402																																							
1403																																							
1501																																							
1502																																							
1503																																							

CONDOMINIUM BOOK _____ PAGE _____
 SHEET 16 of 16

BEL MARE
 A CONDOMINIUM
 SECTIONS 13 & 24, TOWNSHIP 34S., RANGE 17E.
 MANATEE COUNTY, FLORIDA



- NOTES:
1. DIMENSIONS SHOWN ARE PROPOSED - SEE CHART FOR AS-BUILT MEASUREMENTS.
 2. INTERIOR ROOMS WERE TAKEN FROM ARCHITECTURAL PLANS ARE NOT FIELD VERIFIED AND MAY VARY FROM THOSE ACTUALLY CONSTRUCTED.
 3. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS(LCE).



UPPER & LOWER BOUNDARIES

GLOBAL SURVEYING OF BRADENTON, LLC
 CERTIFICATE OF AUTHORIZATION LB #7327
 5004 STATE ROAD 64
 BRADENTON, FLORIDA 34208
 (941) 746-1512
 PO

This instrument was prepared
by and return to:
Sam D. Norton, Esquire
1819 Main Street, Suite 610
Sarasota, Florida 34236

**AMENDMENT TO DECLARATION OF CONDOMINIUM
OF BEL MARE, A CONDOMINIUM**

THIS AMENDMENT ("Amendment") is executed by Riviera Dunes Development Partners, L.L.C., a Delaware limited liability company (the "Developer").

WHEREAS, on February 14, 2007, the Developer recorded that certain Declaration of Condominium of Bel Mare, a Condominium (the "Condominium"), in Official Records Book 2185, Page 7890, of the Public Records of Manatee County, Florida (the "Declaration"), as amended, as well as that certain Condominium Plat ("Plat") in Condominium Book 36, Page 103, of the Public Records of Manatee County, Florida; and

WHEREAS, W.C. Riviera Partners, L.C., a Florida limited liability company, created certain easements contained in that certain Declaration of Easements for Riviera Dunes recorded in Official Records Book 1677, Page 1381, and amended in Official Records Book 1688, Page 4362, Official Records Book 1688, Page 4375, Official Records Book 1748, Page 3608, Official Records Book 1818, Page 5710, and Official Records Book 2182, Page 5115, of the Public Records of Manatee County, Florida (collectively the "Declaration of Easements"). Among other things, the Declaration of Easements created and established that certain non-exclusive "Haben/US 41 Access and Utility Easement" (as defined in the Declaration of Easements) which provides ingress to, and egress from, the Condominium over and through an access road from Haben Boulevard (hereinafter referred to as the "Non-Exclusive Access Easement"), as well as certain other non-exclusive real property easements that may benefit the Condominium (collectively referred to as the "Non-Exclusive Easements"); and

WHEREAS, the Developer desires to convey and dedicate certain additional land (the "Additional Land") to the Condominium and the condominium form of ownership, as well as provide the right to utilize the Non-Exclusive Access Easement and other Non-Exclusive Easements set forth in the Declaration of Easements for the use and benefit of the Condominium; and

WHEREAS, the Declaration reserves to the Developer the unilateral right to amend the Declaration and Plat to include the Additional Land to the condominium form of ownership; and

NOW THEREFORE, pursuant to the applicable provisions of the Florida Condominium Act, as well as the rights reserved in the Declaration, the Developer hereby conveys, dedicates and submits the Additional Land to the Condominium and the condominium form of ownership. The Developer further hereby states and declares:

1. The legal description and sketch of the Additional Land is attached hereto as Exhibit "A."
2. The Developer hereby conveys, dedicates and submits the fee simple title to the Additional Land, and all improvements erected or to be erected thereon, and all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, located on and intended for use in connection therewith, to the Condominium and the condominium form of ownership, and use in the manner provided by Chapter 718, Florida Statutes, as amended, excluded therefrom, however, all public utility installations, cable television lines and other similar equipment, if any, owned by the utility furnishing services to the Condominium. In addition to the foregoing, the Developer provides the Condominium with

the right to utilize the Non-Exclusive Access Easement and other Non-Exclusive Easements set forth in the Declaration of Easements for the use and benefit of the Condominium (hereinafter collectively referred to as the "Easement Rights"). The terms, covenants and restrictions contained in this Amendment shall run with the title to the Additional Land, and shall be binding upon and inure to the benefit of all present and future Unit Owners of the Condominium.

3. The Additional Land and the Easement Rights set forth herein shall be included with, and shall constitute a portion of, the Common Elements of the Condominium. The ownership and undivided shares of the respective Condominium Units in the Additional Land and the Easement Rights shall be shared equally, as more specifically provided for in Section 5.5 and similar provisions of the Declaration.

4. The Additional Land and Easement Rights are submitted subject to the terms of the Condominium Documents (as heretofore or subsequently amended), the Condominium Act, the terms of all easements, restrictions and reservations of record, and applicable governmental laws, rules, regulations, ordinances and codes.

5. All capitalized terms not specifically defined herein shall have the same meanings ascribed to them in the Declaration. All Exhibits referenced herein shall be specifically incorporated by this reference.

IN WITNESS WHEREOF, the Developer has executed this Amendment to Declaration of Condominium of Bel Mare, a Condominium, effective this 14 day of November, 2007.

Signed, sealed and delivered in the presence of:

RIVIERA DUNES DEVELOPMENT PARTNERS, L.L.C., a Delaware limited liability company

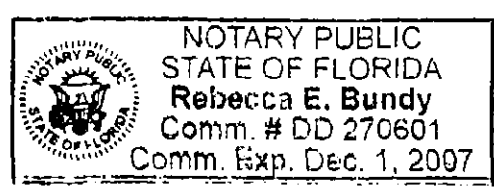
[Signature]
Print Name: GLENN H. BEAM
[Signature]
Print Name: REBECCA E. BUNDY

By: [Signature]
Timothy J. Morris, as its Manager

"DEVELOPER"

STATE OF Florida
COUNTY OF Nanatee

I CERTIFY that on this 14th day of November, 2007, before me, the undersigned, personally appeared, Timothy J. Morris, as Manager of Riviera Dunes Development Partners, L.L.C., a Delaware limited liability company, for and on behalf of said company. The undersigned is either personally known to me or produced as identification.



[Signature]
Notary Public
State of Florida
My Commission Expires: 12/1/07



DESCRIPTION:

A PORTION OF THAT CERTAIN HABEN/US41 ACCESS AND UTILITY EASEMENT RECORDED IN O.R. BOOK 1677, PAGE 1381 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. SAID PORTION BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "H" OF THE PLAT OF THE NORTHSORE AT RIVIERA DUNES PHASE 1-A, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGE 19, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND RUN SOUTH FOR A DISTANCE OF 98.69 FEET; THENCE S.26°33'34"E. FOR A DISTANCE OF 30.66 FEET TO THE START OF A TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 44.00 FEET, A CENTRAL ANGLE OF 26°33'34", A CHORD OF 20.22 FEET WHICH BEARS S.13°16'37"E, FOR A DISTANCE OF 20.40 FEET; THENCE SOUTH FOR A DISTANCE OF 232.00 FEET TO THE START OF A TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 166.00 FEET, A CENTRAL ANGLE OF 90°01'28". A CHORD OF 234.81 FEET WHICH BEARS S.45°00'44"W., FOR A DISTANCE OF 260.82 FEET; THENCE N.89°58'32"W., FOR A DISTANCE OF 549.45 FEET; THENCE N.00°13'04"W., FOR A DISTANCE OF 15.53 FEET; THENCE S.89°46'36"W., FOR A DISTANCE OF 298.81 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S.89°46'56"W., A DISTANCE OF 166.19 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 35.00 FEET, AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 54.98 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.44°46'56"W., A DISTANCE OF 49.50 FEET; THENCE N.00°13'04"W., A DISTANCE OF 33.60 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE EAST, OF WHICH THE RADIUS POINT LIES N.89°59'30"E., A RADIAL DISTANCE OF 402.93 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°01'40", A DISTANCE OF 56.45 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS N.04°00'20"E., A DISTANCE OF 56.41 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE SOUTH, OF WHICH THE RADIUS POINT LIES S.19°09'33"E., A RADIAL DISTANCE OF 95.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°56'49", A DISTANCE OF 31.42 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS N.80°18'31"E., A DISTANCE OF 31.27 FEET; THENCE N.89°46'56"E., A DISTANCE OF 51.19 FEET TO A POINT OF CURVATURE, CONCAVE NORTHWEST, HAVING A RADIUS OF 35.00 FEET, AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 54.98 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS N.44°46'56"E., A DISTANCE OF 49.50 FEET; THENCE N.00°13'04"W., A DISTANCE OF 177.08 FEET TO A POINT OF CURVATURE, CONCAVE WEST, HAVING A RADIUS OF 60.00 FEET, AND A CENTRAL ANGLE OF 13°31'36"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 14.16 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS N.06°58'52"W., A DISTANCE OF 14.13 FEET; THENCE N.35°13'55"E., A DISTANCE OF 24.38 FEET TO A POINT OF CURVATURE, CONCAVE WEST, HAVING A RADIUS OF 110.00 FEET, AND A CENTRAL ANGLE OF 35°26'39"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 68.05 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS N.17°30'36"E., A DISTANCE OF 66.97 FEET; THENCE N.27°33'57"E., A DISTANCE OF 23.70 FEET; THENCE S.21°35'05"E., A DISTANCE OF 67.53 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, CONCAVE WEST, OF WHICH THE RADIUS POINT LIES S.66°25'00"W., A RADIAL DISTANCE OF 140.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°21'56", A DISTANCE OF 57.09 FEET, SAID CURVE BEING SUBTENDED BY A CHORD THAT BEARS S.11°54'02"E., A DISTANCE OF 56.70 FEET; THENCE S.00°13'04"E., A DISTANCE OF 272.31 FEET TO THE POINT OF BEGINNING.

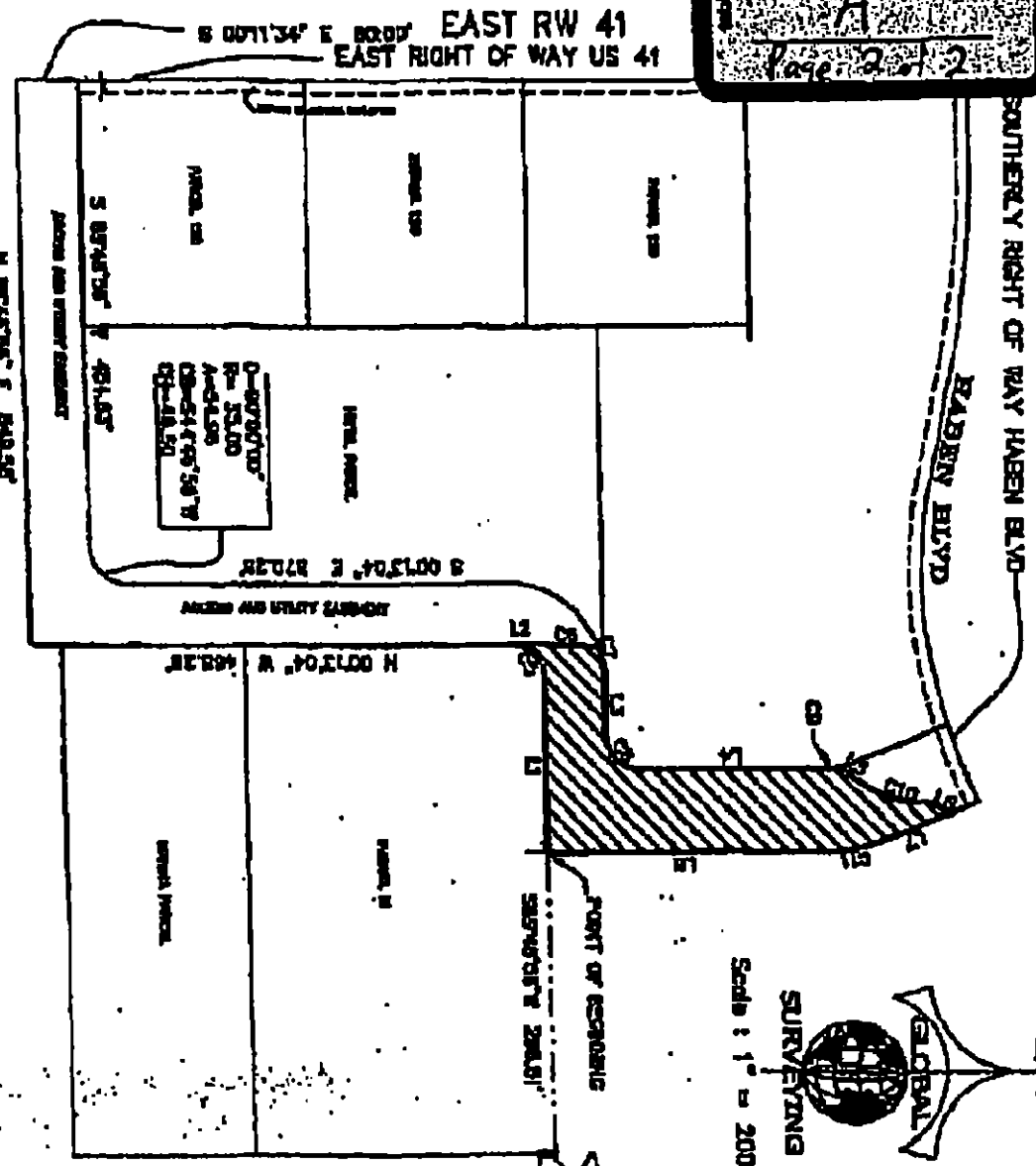
CONTAINING 34,613 SQUARE FEET OR 0.79 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT
A
 Page 2 of 2

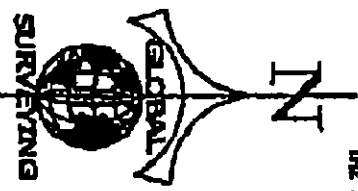
SKETCH OF DESCRIPTION ONLY - NOT A BOUNDARY SURVEY

TONY L PURSLEY PSM 4451



POINT OF COMMENCEMENT
 THE SOUTHWEST CORNER OF TRACT 17
 IN THE
 PLAT 17, P. 1 & 2, P. 1 & 2

Scale: 1" = 200 FT



LINE	LENGTH	BEARINGS
L1	184.18	S88°45'30"W
L2	33.40	N00°00'00"E
L3	51.19	N00°00'00"E
L4	177.48	N00°00'00"E
L5	24.38	N00°00'00"E
L6	21.79	N00°00'00"E
L7	87.23	S00°00'00"E
L8	272.31	S00°00'00"E

CURVE	DELTA	LENGTH	POINTS	CHORD BEARING	CHORD
C1	90.00	184.18	2	S88°45'30"W	184.18
C2	90.00	33.40	2	N00°00'00"E	33.40
C3	90.00	51.19	2	N00°00'00"E	51.19
C4	90.00	177.48	2	N00°00'00"E	177.48
C5	90.00	24.38	2	N00°00'00"E	24.38
C6	90.00	21.79	2	N00°00'00"E	21.79
C7	90.00	87.23	2	S00°00'00"E	87.23
C8	90.00	272.31	2	S00°00'00"E	272.31

GLOBAL SURVEYING OF BRADENTON, L.L.C.
 CERTIFICATE OF AUTHORIZATION LB 007327



BRADENTON
 204 BERRYWOOD
 P.O. BOX 20780 BRADENTON, FLORIDA 34204
 (813) 746-4812 (FAX) 747-848-7442



Scale: 1" = 200	Drawn by: TP	FB/PG: NONE	DATE: 10/28/04
			JOB:

After Recording Return to:

J. Christopher Kinsman, Esq.
Fairfield and Woods, P.C.
1700 Lincoln Street, Suite 2400
Denver, Colorado 80202

**AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
BEL MARE, A CONDOMINIUM**

**County of Manatee,
State of Florida**

This Amendment to Declaration of Condominium of Bel Mare, a Condominium ("Amendment") is made on the 26th day of January, 2010, by CCS – Bel Mare, a Colorado limited liability company ("CCS"), and amends that certain Declaration of Condominium of Bel Mare, a Condominium recorded in the real estate records of the County of Manatee, State of Florida, at Official Records Book 2185, Page 7890, as amended ("Declaration"). Unless otherwise defined herein, capitalized terms shall have the same meaning set forth in the Declaration.

WHEREAS, pursuant to Section 19.2 of the Declaration Riviera Dunes Development Partners, L.L.C., a Delaware limited liability company, as "Developer" under the Declaration reserved the right to amend the provisions of the Declaration by filing an amendment without the consent or approval of the Association, Unit Owners, any mortgagee or any other person if required to do so by FHA, VA, FNMA or FHLMC as a condition to Project approval ("Declaration Modification Right"); and

WHEREAS, CCS has succeeded to the Declaration Modification Right of Developer under the Declaration; and

WHEREAS, in order to obtain Project approval from FHA and FNMA certain provisions of the Declaration need to be amended; and

WHEREAS, CCS wishes to acknowledge and confirm that the Developer's right to annex additional Phases into the Condominium as set forth in Article XX of the Declaration has been waived and terminated.

NOW, THEREFORE, CCS hereby amends the Declaration as follows:

1. Section 17.1 is deleted in its entirety and replaced with the following:

"17.1 Institutional Lender Consent. Except with respect to rights reserved to Developer pursuant to this Declaration, amendments to the Condominium Documents of a material adverse

nature to Institutional Lenders must be agreed to by Institutional Lenders that represent at least 51% of the votes of Units subject to Institutional Lender mortgages. If the Condominium Documents require the approval of any Institutional Lenders then, the Association shall send a dated, written notice and a copy of any proposed amendment by certified or registered mail "return receipt" requested to such Institutional Lender at its most recent address as shown on the recorded deed of trust or recorded assignment thereof. An Institutional Lender that does not deliver to the Association a negative response within sixty days after it receives proper notice shall be deemed to have approved the proposed amendment."

2. Section 16.1 is amended to read as follows:

"16.1 Termination. The Condominium, subject to the provisions of Articles 15.2 and 16.3 hereof, may be terminated in the manner provided in the Condominium Act."

3. Section 16.3 is deleted in its entirety and replaced with the following:

"16.3 Proviso. Notwithstanding anything herein contained or implied to the contrary, this Condominium shall not be terminated after substantial destruction or condemnation, or for other reasons, without prior approval from Institutional Lenders that represent at least 80% of the votes of Units subject to Institutional Lender mortgages; and, this Condominium shall not be terminated without the prior written approval of the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT as to the conveyance of the Surface Water Management System to an appropriate agency of the local government, or to a similar non-profit corporation."

4. The first sentence of Section 16.4 is amended to read as follows:

"Subject to Section 16.3 above, if the Condominium Property shall be damaged by casualty to the extent applicable building, zoning, and/or land use regulations effectively prohibit reconstruction and/or repair of the Condominium Property, the Condominium shall be terminated."

5. A new Section 17.3 is added as follows:

"17.3 Notice to Mortgagees. Mortgagees and any guarantor of a mortgage will be entitled to timely written notice of (1) any condemnation loss or any casualty loss which affects a material portion of the Condominium or the Unit securing its mortgage; (2) any 60-day delinquency in the payment of Assessments or charges owed by the Unit Owner of any Unit on which it holds the mortgage; (3) a lapse, cancellation or material modification of any insurance policy maintained by the Association; and (4) any proposed action that requires the consent of a specified percentage of mortgagees."

6. A new Section 11.21 is added as follows:

"11.21 Agency Distributions. Except as otherwise provided by Florida law, to the extent that FHA, VA, FNMA or FHLMC (each an "Agency") requires the distribution of insurance

proceeds to such Agency, those requirements shall apply notwithstanding any other provision of the Condominium Documents.”

7. The following is hereby added as a new Section 11.22:

“11.22 Fidelity Insurance/Bonds. Fidelity insurance or fidelity bonds must be maintained by the Association to protect against acts and inaction on the part of its officers, directors, trustees and employees, and on the part of all others, including any management agent hired by the Association, who handle or are responsible for handling the funds belonging to or administered by the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any time, but in any event shall be no less than a sum equal to three months aggregate Assessments on all Units, plus reserve funds.”

8. CCS hereby acknowledges and confirms that Developer’s right to annex additional Phases into the Condominium as set forth in Article XX of the Declaration has been waived and terminated by that certain Notice of Intent Not to Develop recorded in Book 2197, Page 3470, and that certain Mutual Release of Right to Annex recorded in Book 2324, Page 1896, both in the real estate records of the County of Manatee, State of Florida. As a result, the total number of Units to be contained within the Condominium is 124.

CCS:

CCS – Bel Mare, a Colorado
limited liability company

By: *Peter A. Wells*
Peter A. Wells, Manager

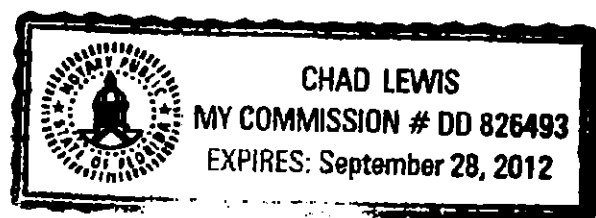
STATE OF Florida)
) ss.
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 3 day of February, 2010, by Peter A. Wells as Manager of CCS – Bel Mare, a Colorado limited liability company, on its behalf.

Witness my hand and official seal.

My commission expires:

Chad Lewis
Notary Public



**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF BEL MARE, A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that the Declaration of Bel Mare, a Condominium, as originally recorded in Official Records Book 2185, page 7889, of the Public Records of Manatee County, Florida, is hereby amended pursuant to the procedures described in said Declaration of Condominium for amendment thereof, at the Annual Meeting of the members of Bel Mare Condominium Association, Inc. held on January 28, 2010, with the composite amendment to Section 6.5.11 set forth herein as the ratified amendment as the other two amendments to Section 6.5.11 approved at the Annual Meeting are set forth in the composite amendment, as set forth herein.

Section 6.5.11 and Section 6.6 of the Declaration are amended to read as follows:

ARTICLE VI

USE AND OCCUPANCY RESTRICTIONS

6.5 Prohibitions. No owner, tenant or other occupant of a Unit shall:

6.5.11 Park, maintain or keep commercial vehicles, trucks, motorcycles, campers, trailers, mobile home, motor homes, recreational vehicles, boats or other vehicles or leisurecrafts in any parking area or elsewhere in the Condominium, except service vehicles during the time their occupants are actually serving a Unit or the Common Elements; provided, however, this shall not prevent maintenance and parking of such vehicles as may be essential and necessary to transport handicapped persons such as their wheelchairs or other similar devises. Notwithstanding the foregoing, that any Owner who shall own a licensed motorcycle (except and excluding any off-road motorcycle) on 12/18/09 the ("Grandfather Date") shall be permitted to operate their motorcycle on the Condominium Property and to store their motorcycle in the Assigned Parking Space(s) and/or Enclosed Parking Garage(s). Any Owner who shall own any motorcycle (including any off-road motorcycle) after the Grandfather Date shall not be permitted to operate their

motorcycle on the Condominium Property or to store their motorcycle in their Assigned Parking Space(s) and/or Enclosed Parking Garage(s) for any reason. In no event shall any tenant, guest, occupant or other visitor of any Unit Owner own, operate or park any motorcycle (including off-road motorcycles) on any portion of the Condominium Property at any time for any reason. Further, notwithstanding the above, mobile and motor home owned by Unit Owners shall be permitted to temporarily park on the Condominium Property for a period of time not to exceed 24 continuous hours while the Unit Owner is in the process of either loading or unloading such vehicle for the Owner's use and benefit. During the stated 24 hour period of time, the Unit Owner shall be required to be actively loading or unloading its vehicle, and the Unit Owner shall not be permitted to reside in or otherwise utilize its vehicle for any other purpose. Nothing in this section shall prevent the operation and parking of any vehicles as may be essential and necessary to transport handicapped persons or their wheelchairs or other similar devices for their benefit.

6.6 Pet Restrictions. Each Unit Owner, or a tenant of any Owner who resides in any Unit, may own and maintain a maximum of two (2) domesticated pets (e.g. a dog or a cat) provided such pets are: (i) permitted to be kept by applicable laws and the Uniform Rules and Regulations of the Condominium, (ii) not left unattended on balconies, terraces, patios and/or in lanai areas, (iii) generally, not a nuisance to tenants or residents of other Units, and (iv) not a pit bull other breed considered to be dangerous by the Board of Directors; provide that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation, and the owner of such pet shall fully indemnify and hold harmless the Board of Directors, Developer, each tenant and Unit Owner and the Association in such regard. No guests or invitees of a Unit Owner shall be permitted to bring pets or animals of any kind on the Condominium Property. No pets shall be allowed to roam free upon the Condominium Property, or allowed to become a nuisance to the other tenants or Unit Owners. Further, all pets must be leashed at all times when not located in a Condominium Unit, and may be walked only in designated areas. Pets may only be taken in the service elevator(s), in any exists (as opposed to passenger elevators). No goats, pigs, chickens, pigeons, livestock or other obnoxious animals, fowl, arachnids, insects or reptiles shall be kept or permitted to be kept as household pets. Any landscaping damage

or other damage to the Common Elements caused by a pet must be promptly repaired by the owner of such pet, and, if not, then the Owner who owns the Unit where the pet resides. The Association retains the right to effect said repairs and charge the owner of such pet, and, if not, then the Owner who owns the Unit where the pet resides. If, in the opinion of the Board, a permitted pet has become a nuisance, the Board shall have the right to require the pet to be removed permanently from the Condominium Property upon seven (7) days written notice to the tenant and/or Unit Owner, as appropriate.

IN WITNESS WHEREOF, BEL MARE CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to the Declaration of Condominium to be signed in its name by its President, the Corporate Seal affixed and attested to by its Secretary, on this 26th day of May, 2011.

BEL MARE CONDOMINIUM ASSOCIATION, INC.

By: _____
William Horton, President
140 Riviera Dunes Way, #1002
Palmetto, FL 34221

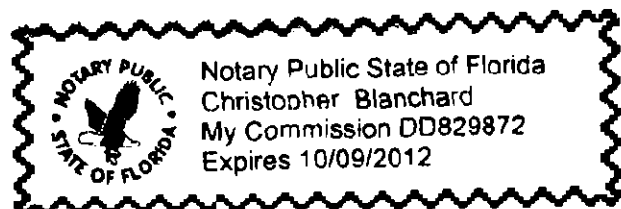
(CORPORATE SEAL)

Attest: Michael Becks
Michael Becks, Secretary
130 Riviera Dunes Way, #1103
Palmetto, FL 34221

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by ~~WILLIAM HORTON~~ and MICHAEL BECKS, ~~President~~ and Secretary, respectively, of BEL MARE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit. They are personally known to me or produced FL DL as identification did not take an oath.

Notary Signature: Christopher Blanchard
Notary Print Name: Christopher Blanchard
Notary Public
My Commission Expires: 10/09/12



or other damage to the Common Elements caused by a pet must be promptly repaired by the owner of such pet, and, if not, then the Owner who owns the Unit where the pet resides. The Association retains the right to effect said repairs and charge the owner of such pet, and, if not, then the Owner who owns the Unit where the pet resides. If, in the opinion of the Board, a permitted pet has become a nuisance, the Board shall have the right to require the pet to be removed permanently from the Condominium Property upon seven (7) days written notice to the tenant and/or Unit Owner, as appropriate.

IN WITNESS WHEREOF, BEL MARE CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to the Declaration of Condominium to be signed in its name by its President, the Corporate Seal affixed and attested to by its Secretary, on this 17 day of May, 2011.

BEL MARE CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
William Horton, President
140 Riviera Dunes Way, #1002
Palmetto, FL 34221

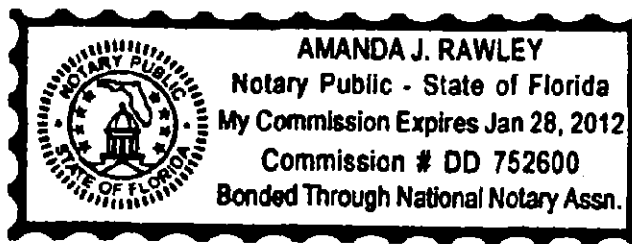
(CORPORATE SEAL)

Attest: _____
Michael Becks, Secretary
130 Riviera Dunes Way, #1103
Palmetto, FL 34221

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 17 day of May, 2011, by WILLIAM HORTON and MICHAEL BECKS, President and ~~Secretary~~, respectively, of BEL MARE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit. He They are personally known to me or produced _____ as identification did not take an oath.

Notary Signature: [Signature]
Notary Print Name: Amanda J. Rawley
Notary Public
My Commission Expires: 1/28/2012



Prepared by and return to:
Anne M. Hathorn, Esquire
Becker & Poliakoff, P.A.
311 Park Place Blvd, Suite 250
Clearwater, FL 33759

**CERTIFICATE OF AMENDMENTS TO THE DECLARATION OF
CONDOMINIUM OF BEL MARE, A CONDOMINIUM, AND THE
BY-LAWS OF BEL MARE CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amendments to the Declaration of Condominium of Bel Mare, a Condominium, and the By-Laws of Bel Mare Condominium Association, Inc., as originally recorded in Official Records Book 2185, at Page 7890, et seq., of the Public Records of Manatee County, Florida, were duly adopted in the manner provided in the Governing Documents at a meeting held on February 7, 2013.

IN WITNESS WHEREOF, we have affixed our hands this 12th day of March, 2013, in Manatee County, Florida.

WITNESSES:

BEL MARE CONDOMINIUM ASSOCIATION, INC.

Nancy S. Boos
Printed Name: Nancy S. Boos

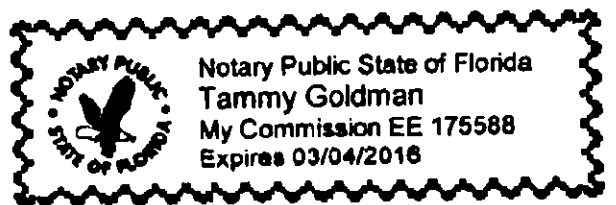
By: Fred Sperry
Fred Sperry, President

Dale Jenkins
Printed Name: Dale Jenkins

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 12 day of March, 2013, by Fred Sperry, as President of Bel Mare Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me X or has produced _____ as identification.

Tammy Goldman
Notary Public, State of Florida
My Commission Expires: March 04, 2016



**ADOPTED AMENDMENTS TO THE DECLARATION OF
CONDOMINIUM OF BEL MARE, A CONDOMINIUM, AND TO THE
BY-LAWS OF BEL MARE CONDOMINIUM ASSOCIATION, INC.**

DECLARATION OF CONDOMINIUM

- 1. Adopted amendment to ARTICLE I of the Declaration of Condominium of Bel Mare, a Condominium (the "Declaration"), to add the following language:**

ARTICLE I
Purpose and Submittal Statement

...
Turnover of control of the Association has occurred, and the rights of the Developer expired at that time. All rights reserved or designated to the Developer have passed to the Board of Directors of the Association, as applicable. All references to rights of the Developer are hereby deleted in this Declaration of Condominium, and in the Association Articles of Incorporation and By-Laws. All references to Articles and Sections affected by the deletions are hereby renumbered and adjusted accordingly.

- 2. Adopted amendment to ARTICLE III, Section 3.18 of the Declaration, to read as follows:**

ARTICLE III
Definitions

...
3.18 Guest. "Guest" means any person ~~(other than who is not the Owner or and his Owner's family member, or if the Unit is subject to a lease, the tenant and his or tenant's family)~~ member, who is physically present in, or occupies a Unit on a temporary basis at the invitation of the Owner, tenant, or other legally permitted Occupant, without the payment of consideration.

- 3. Adopted amendment to ARTICLE III of the Declaration, to add a new Section 3.40, to read as follows:**

ARTICLE III
Definitions

...
3.40 Single-Family; Family. "Single-Family" or "Family" means one (1) or more persons related by blood, marriage or adoption; or no more than two (2) unrelated persons and their Families living and cooking together as a single housekeeping unit.

- 4. Adopted amendment to ARTICLE VI, Section 6.2 of the Declaration, to read as follows:**

ARTICLE VI
Use and Occupancy Restrictions

...
6.2 Occupancy and Use of Units. Each of the Units shall be used and occupied as a single family residence only, except as may be otherwise herein expressly provided.

6.2.1 Each Unit shall be occupied only by a Single Family, as defined herein, plus any Guests, as a residence and for no other purpose. Each Unit shall be occupied by no more than two (2) permanent Occupants, as defined herein, per bedroom.

6.2.2 No Unit shall be used for any business or commercial purpose except for limited home office use as permitted herein, which shall be expressly recognized as incidental to residential use and not a nuisance. Limited home office use of a Unit shall allow the use of a Unit for personal business activities, including business telephone calls and correspondence (including electronic correspondence) and such other business activities authorized in writing by the Board of Directors, provided: (i) such activities inside the Unit are not apparent or detectable by sight, sound or smell from outside the Unit; (ii) no customers or clients of the business other than residents of the Condominium shall come to the Unit for such activities; (iii) no employees of the business shall work at the Unit; and (iv) such activities shall comply with all applicable zoning ordinances and regulations. No business solicitation of residents of the Condominium or business use of any list of home or business addresses, email, facsimile or telephone numbers of Unit owners or residents shall be permitted under any circumstances. This provision applies to tenants as well as Unit owners.

5. Adopted amendment to ARTICLE VI, Section 6.5.2 of the Declaration, to read as follows:

ARTICLE VI
Use and Occupancy Restrictions

...
6.5 Prohibitions. No owner, tenant or other occupant of a Unit shall:

...
6.5.2 Make any structural alterations to any Unit or to the Common Elements provided, however, this shall not prevent the erection, removal or modification of non-support carrying interior partitions wholly within the Unit; nor fasten any fixtures, or objects to walls, floors or ceilings that would damage any structural portions of the Common Elements or utilities or electrical lines or heating or air conditioning ducts or mains. Additionally, in order to minimize sound transmittal, any replacement or installation of wood, tile, marble, or other hard surface flooring in the Unit must be set upon a sound-proofing bed, approved by the Board of Directors in advance of replacement or installation;

6. Adopted amendment to ARTICLE VI, Section 6.5.12 of the Declaration, to read as follows:

ARTICLE VI
Use and Occupancy Restrictions

...
6.5 Prohibitions. No owner, tenant or other occupant of a Unit shall:

...
6.5.12 Use any garage, terrace, landing or stairway or the Common Elements for outdoor cooking of any nature, including charcoal, gas, and electric grills, except balconies appurtenant to a Unit and those areas, if any, designated by the Board for such purposes and designated by this Declaration for such use. The North River Fire District regulations prohibit any person from possessing, using or operating any charcoal, gas, electric or wood-burning heaters, grills or barbecues on any balconies, porches, or breezeways in multi-unit, multi-story buildings. This includes hibachi grills or similar devices for cooking, heating, or any other purpose

7. **Adopted amendment to ARTICLE VIII, Section 8.5 of the Declaration, to read as follows:**

ARTICLE VIII
Assessments

...
8.5 Interest, Late Charges, Application of Payment. Assessment and installments of such Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all such sums not paid on or before ten (10) days after the date when due shall bear interest at the maximum rate of interest allowed by law from the date when due until paid and shall be subject to late charges as determined by the Board from time to time. The late fee shall be as specified in the Association's Late Fee and Collections Policy, and shall be in an amount not to exceed the maximum amount set forth by law in addition to interest and shall be in an amount equal to the lesser of \$25.00 or five percent (5%) of each installment of the Assessment of each delinquent installment that the payment is late. . . .

8. **Adopted amendment to ARTICLE XI, Section 11.20 of the Declaration, to read as follows:**

ARTICLE XI
Insurance, Repair and Rebuilding

...
11.20 Damage by Unit Owner. In the event any damage not covered by insurance is caused to any Unit and/or the Common Elements by a Unit Owner or a tenant, occupant, guest, licensee or invitee thereof or any pet of the foregoing, such damage shall be repaired at the cost and expense of the Unit Owner. The cost and expense for repairing such damage shall be secured by a Lien for Charges. Such Lien for Charges is a common law and contractual lien which the Association incurs in regard to a Unit Owner and which is not otherwise secured by the statutory lien for Common Expenses. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorney's fees, costs and expenses of collection.

9. **Adopted amendment to ARTICLE XII, Section 12.2 of the Declaration, to read as follows:**

ARTICLE XII
Maintenance of Community Interest

...
12.2 ~~Notice to Association. Within thirty (30) days following the sale, transfer or conveyance of a Unit, the Unit Owner making such sale, transfer or conveyance shall notify the Association of same along with the name and address of the person or entity to which the Unit will be sold, transferred or conveyed. No Unit Owner may transfer title to a Unit or any interest therein by any means whatsoever, including by lease, without written approval by the Board of Directors, as set forth below:~~

12.2.1 Procedures for Association Approval.

(i) In the event that any Unit Owner desires to sell or otherwise transfer title of their Unit, such owner shall give the Board of Directors of the Association at least fifteen (15) working days prior written notice of the name and address of the prospective buyer, the

date on which such transfer of title is likely to take place, and such other information as the Board may reasonably require.

(ii) The notice will be in the form as may be adopted by the Board from time to time, and the Board may request additional information as it may deem appropriate.

12.2.2 Application for Residency. Approval of any potential transfer of title is subject to submission by the prospective transferee of an application form to the Board of Directors and the payment of a reasonable transfer fee required to secure sufficient background information on all prospective residents as deemed necessary by the Board of Directors. Such transfer fee shall not exceed the maximum allowed by law, as amended from time to time. Such application must be submitted at least fifteen (15) working days before the expected date of transfer of title to the Unit. The fee shall be charged to Unit Owners in connection with the Board exercising the right of approval of a transfer of ownership, including rental or lease of a unit.

12.2.3 Approval. Within fifteen (15) working days of receipt of the required notice and all information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a certificate of approval, in a form adopted by the Board suitable for recording. If the Board neither approves nor disapproves within fifteen (15) working days of receipt of all information which the Board has requested, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a certificate of approval or consent of transfer form to the transferee.

12.2.4 Disapproval of Sale. The Association neither has the duty to purchase the Unit, nor to provide an alternate purchaser/owner, nor assumes any responsibility for the denial of a sale, if the denial is based upon, including but not limited to, any of the following factors:

(i) The person(s) seeking approval (which shall include all Adopted occupants) has been convicted of a felony involving controlled substances as defined by State or Federal laws, a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

(ii) The person(s) seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant or occupant of a Unit;

(iii) The person(s) seeking approval failed to provide complete and factual information, fees or appearance required to process the application in a timely manner;

(iv) The Unit Owner requesting the transfer is delinquent in payment of any monetary obligation due to the Association, including, but not limited to, regular and special assessments, charges, fines, and fees; or

(v) The application for approval on its face indicates that the person(s) seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium, and/or is already in violation of any of the

covenants and restrictions applicable to the Unit Owners. By way of example, but not limitation, an owner allowing a buyer to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions.

(vi) Other factors that may be established in the future, either through changes to the Condominium Act, or through case law.

12.2.5 Right of First Refusal. If the Board disapproves a prospective purchaser, except for as set forth under Section 12.2.4 above, the Association shall have a right of first refusal to purchase the Unit on the same terms and conditions as the offer of the disapproved purchaser or to provide an alternate purchaser. The closing shall take place within thirty (30) working days of the Board's written notice to the owner of its intent to exercise the right to purchase or at such a later date as the parties may agree.

12.2.6 Disapproval of Lease. If the Adopted transaction is a lease, the Unit Owner shall be advised of the disapproval in writing, and the lease shall not be made. No tenant may be moved into a Unit prior to approval of the lease. Renewals of leases require approval, without an application fee, and the lease renewal will be approved unless substantial problems or violations, as determined by the Board, have occurred during the prior term(s) of the lease.

12.2.7 Lease Provisions.

(i) Each owner wishing to lease his/her Unit shall execute a lease addendum, and shall require his/her tenant to execute such addendum, providing as follows: In the event the owner becomes delinquent in the payment of any sums, including assessments due to the Association during the term of the lease agreement, upon written demand by the Association, lessee shall pay directly to the Association rental payments due to the owner. The Association shall be granted the full right and authority to demand and receive the entire rent due from the lessee and deduct from the rent all assessments, interest, late fees and attorney's fees and costs, if any, due to the Association. The balance, if any, shall be forwarded to the owner/lessor at such address as the owner may designate in writing. At such time as the delinquency no longer exists, the Association shall cease the demand and payments shall again be made by the lessee directly to the owner/lessor. This right may be exercised by the Association at any time the owner shall become delinquent.

(ii) Each tenant and other invitee shall be governed by, and shall comply with the provisions of the Condominium Act, this Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, and policies and procedures of the Association (hereinafter Governing Documents), all as same may be amended or renumbered from time to time, and the provisions thereof shall be deemed expressly incorporated into any lease of a Unit. Actions for damages, injunctive relief, eviction, or removal of the tenant or other invitee or occupant of a Unit, for failure to comply with said provisions, may be brought by the Association against any tenant leasing a Unit and any other invitee occupying a Unit, and the provisions hereof shall be deemed expressly incorporated into any lease of a Unit. An owner shall be responsible to inform all his tenants and invitees of the terms and provisions of the Governing Documents. An owner shall be jointly and severally liable for all acts or omissions of his tenants and invitees and all damages, costs, expenses and injuries caused by his tenants or invitees, or

resulting from the occupancy of his Unit by his tenants or invitees. In the event a tenant or invitee shall cause any damage or injury, or violate any of the Governing Documents, the Association shall be entitled to bring legal action to terminate the lease and/or evict such tenant and/or invitee and/or to recover damages, and to recover from the Unit Owner (in the same manner as an assessment, lien and foreclosure, as provided for elsewhere in this Declaration) and/or the tenant and/or invitee, jointly and severally, the Association's costs and reasonable attorney's fees incurred in connection with such legal action, whether suit be brought or not, through all appellate levels. The remedy provided for herein shall be cumulative and in addition to any other remedy the Association may have against the owner, tenant, or invitee.

10. Adopted amendment to ARTICLE XIV, Section 14.5 of the Declaration, to read as follows:

ARTICLE XIV
Compliance and Default

...
14.5 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms or provisions of the Declaration, the Bylaws or the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, or for a declaratory judgment relating to the rights of the Association or Unit Owners thereunder, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and reasonable attorneys' fees to be awarded by the court, whether for trial, appellate or other legal services. In addition, the Association shall be entitled to recover any non-litigation or pre-litigation fees incurred as a result of hiring legal counsel to enforce the Act, this Declaration, the Bylaws, or the Rules and Regulations adopted pursuant thereto, when the matter is resolved without court action or other alternative dispute resolution, including but not limited to arbitration. Such fees shall be recoverable as a Lien for Charges, as described more particularly elsewhere in this Declaration. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorney's fees, costs and expenses of collection.

BY-LAWS

1. Adopted amendment to ARTICLE X, Section 2 of the By-Laws of Bel Mare Condominium Association, Inc. (the "By-Laws"), to read as follows:

ARTICLE X
FISCAL MANAGEMENT

FISCAL MANAGEMENT shall be in accordance with the Declaration of Condominium for Bel Mare, a Condominium, the Articles of Incorporation, and the following provisions:

...
Section 2. ASSESSMENTS – The shares of the Unit Owners of the Common Expenses shall be made payable ~~monthly~~ quarterly in advance, and shall become due on the first day of each quarter ~~calendar month~~. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

2. Adopted amendment to ARTICLE X, Section 6(b)(i) of the By-Laws, to read as follows:

ARTICLE X
FISCAL MANAGEMENT

FISCAL MANAGEMENT shall be in accordance with the Declaration of Condominium for Bel Mare, a Condominium, the Articles of Incorporation, and the following provisions:

...
Section 6. LIEN FOR ASSESSMENTS – The unpaid portion of an assessment which is due together with interest thereon and reasonable attorney’s fees for collection, shall be secured by a lien upon:

...
(b) COLLECTION –

(I) INTEREST – APPLICATION OF PAYMENT – Assessments paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the highest legal rate chargeable to an individual under Florida Statutes then in existence, from the date due until paid plus a late charge in an amount as specified in the Association’s Late Fee and Collections Policy, such amount not to exceed the maximum amount set forth by law ~~not to exceed \$25.00 or five (5%) percent of each installment of the assessment for each delinquent installation that the payment is late. . . .~~

PLEASE NOTE: NEW LANGUAGE INDICATED BY UNDERLINING; DELETED TEXT INDICATED BY STRIKETHROUGHS; UNAFFECTED TEXT INDICATED BY “...”

Prepared by and return to:
Anne M. Hathorn, Esquire
Becker & Poliakoff, P.A.
311 Park Place Blvd, Suite 250
Clearwater, FL 33759

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF BEL MARE, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached Amendment to the Declaration of Condominium of Bel Mare, a Condominium, as originally recorded in Official Records Book 2185, at Page 7890, et seq., of the Public Records of Manatee County, Florida, was duly adopted in the manner provided in the Governing Documents at a meeting held on November 21, 2013.

IN WITNESS WHEREOF, we have affixed our hands this 14 day of January, 2014, in Manatee County, Florida.

WITNESSES:

BEL MARE CONDOMINIUM ASSOCIATION, INC.

[Signature]
Printed Name: Laurence Carter

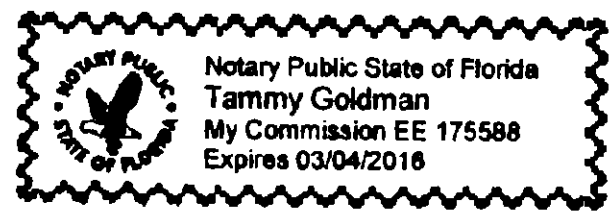
By: [Signature]
Signature
FRED SPERRY, PRESIDENT
Printed Name and Title

[Signature]
Printed Name: JEFF WISHART

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 14 day of January, 2014, by Fred Sperry, as Board President of Bel Mare Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He She is personally known to me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida
My Commission Expires: March 4, 2016



**ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF
BEL MARE, A CONDOMINIUM**

Adopted amendment to Section 11.17 of the Declaration of Condominium of Bel Mare, a Condominium, to read as follows:

**ARTICLE XI
Insurance, Repair and Rebuilding**

...
11.17 Personal Insurance. Each individual Unit Owner shall be responsible for purchasing, at his, her, or its own expense, ~~liability insurance to cover accidents occurring within the Unit or on that Unit's Limited Common Elements, insurance coverage for all personal property,~~ insurance coverage that is an "HO-6" policy or its equivalent, and insurance coverage for all policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association. All owners shall present a certificate of insurance providing for coverage meeting the requirements established herein to the Board of Directors on an annual basis, on a date to be determined by the Board from time to time. The Association is authorized to obtain coverage for the individual Units as the agent for the owner, and the Owner of each Unit will be required to pay for the cost of such coverage, and if payment is not made by the Owner after notice from the Association, the Association may file a lien against the Unit (if the Association has paid the premium on behalf of the Owner), which will be collectible in the same manner as a lien for unpaid assessments, as set forth elsewhere in this Declaration.

PLEASE NOTE: NEW LANGUAGE INDICATED BY UNDERLINING; DELETED TEXT INDICATED BY STRIKETHROUGHS; UNAFFECTED TEXT INDICATED BY "..."

Prepared By and Return To:
Anne M. Hathorn, Esq.
Anne Hathorn Legal Services, LLC
150 2nd Ave. N., Suite 1270
St. Petersburg, FL 33701

**CERTIFICATE OF AMENDMENT TO THE TO THE DECLARATION OF
CONDOMINIUM OF BEL MARE, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached true and correct copy of the Amendment to the Declaration of Condominium of Bel Mare, a Condominium, as originally recorded in Official Records Book 2185, Page 7890, et seq., of the Public Records of Manatee County, Florida, was duly adopted in the manner provided in the Governing Documents, by owner vote at a meeting held on March 16, 2016.

IN WITNESS WHEREOF, we have affixed our hands this 25TH day of MARCH, 2016, in Manatee County, Florida.

WITNESSES:

BEL MARE CONDOMINIUM
ASSOCIATION, INC.

[Signature]
Printed Name: Sebastian Walczak

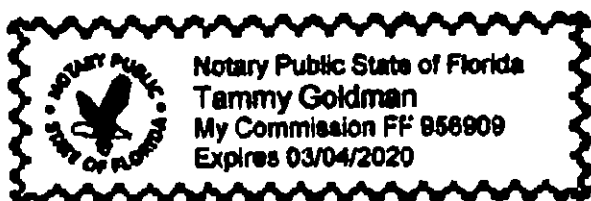
By: [Signature]
Signature
BEVERLY J. REASON, PRESIDENT
Printed Name and Title

[Signature]
Printed Name: PETE MARTINEZ

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 25 day of MARCH, 2016, by Beverly Reason, as Board President on behalf of Bel Mare Condominium Association, Inc., a Florida not-for-profit corporation. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 25 day of MARCH, 2016.



[Signature]
Notary Public
Printed Name: TAMMY GOLDMAN

My Commission Expires: 03/04/2020

**ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF BEL
MARE, A CONDOMINIUM**

Adopted amendment to ARTICLE III, Section 3.7 of the Declaration of Condominium of Bel Mare, a Condominium, to add a new Subsection 3.7.1, to read as follows:

ARTICLE III
Definitions

...

3.7 Common Elements. "Common Elements" means the portions of the Condominium Property which are not included in the Units.

3.7.1 Common Elements also includes certain additional land, comprised of approximately 1.31 acres, located at 136 Riviera Dunes Way, referred to as the "East Property," and formerly described as Phase IV of Bel Mare. The legal description of the "East Property" is attached hereto as Exhibit "A." The East Property shall herein be included with, and shall constitute a portion of, the Common Elements of the Condominium. The ownership and undivided interest of the Condominium Units in the East Property shall be shared equally, as more specifically provided for in Section 5.5 and similar provisions of this Declaration. The East Property is submitted subject to the terms of the Condominium Documents (as heretofore or subsequently amended), the Condominium Act, as amended or renumbered from time to time, the terms of all easements, restrictions and reservations of record, and applicable governmental laws, rules, regulations, ordinances and codes.

PLEASE NOTE: NEW LANGUAGE INDICATED BY UNDERLINING; UNAFFECTED TEXT INDICATED BY "..."