



2006061218

DECLARATION OF CONDOMINIUM

OF

LA BELLASARA

A Condominium

RECORDED IN OFFICIAL RECORDS  
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KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
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MADE by the undersigned Developer, for itself, its successors, grantees and assigns.

The undersigned Developer, being the owner of fee simple title of record to those certain lands located and situate in Sarasota County, Florida, being more particularly described in an Exhibit "A" attached hereto ("Property"), does hereby submit the said lands and improvements thereon to condominium ownership pursuant to the presently existing provisions of Chapter 718 of the Florida Statutes, hereinafter called the "Condominium Act".

1. The name by which this condominium is to be identified is LA BELLASARA, a Condominium ("LA BELLASARA").

2. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the LA BELLASARA CONDOMINIUM ASSOCIATION, INC., shall be defined in accordance with the provisions of the Condominium Act, and as follows, unless the context otherwise requires:

(a) Association means the LA BELLASARA CONDOMINIUM ASSOCIATION, INC., and its successors.

(b) Association Property means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of some or all of its members.

(c) Common Elements shall include:

(1) All of those items stated in the Condominium Act;

(2) All Condominium Property not included in the Condominium Units;

(3) Easements as set forth herein.

(4) All structural columns, and bearing walls regardless of whether they are located within or without the unit boundary lines:

(5) All electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipe, within the Common Elements and up to the interior surface of the unit boundary wall.

(6) All utility areas, equipment, fixtures and installations and all utility services which are available to more than one Unit or to the Common Elements, including easements through the Units necessary to provide such services.

(d) Common Expenses. The common expenses shall include:

V Kirk Pinkerton - Drawer

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(1) Costs of operation, maintenance, repair, replacement or protection of: (a) the Common Elements, (b) the Limited Common Elements and the Association Property (except wherein the maintenance, repair or replacement cost is the responsibility of the Unit Owner(s) of the Unit(s) to which such Limited Common Element is appurtenant), including costs associated with the day docks and a submerged lands lease and improvements constructed thereon, if a submerged land lease is obtained and assigned to the Association;

(2) Costs of management of the condominium and administrative costs of the Association including professional fees and expenses;

(3) Costs of gas, water and sewerage service, electricity, duly franchised cable television service obtained pursuant to a bulk contract or master television antenna system, if any, and other utilities which are not metered to the individual condominium Units;

(4) Labor, material and supplies used in conjunction with the Common Elements;

(5) Damages to the Condominium Property in excess of insurance coverage;

(6) Salary of a manager, if deemed desirable by the Unit Owners, and his assistants and agents;

(7) Premium costs of fire, windstorm, flood and other property insurance and liability insurance as provided herein;

(8) All other expenses that may be duly incurred by the Association through its Board of Directors 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, the Articles of Incorporation or the Bylaws.

(9) costs relating to reasonable transportation services, insurance for directors and officers,

(10) in-house and/or interactive communications and surveillance systems;

(11) the real property taxes, assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property;

(12) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure;

(13) legal and accounting fees, management fees and compensation and operating expenses of the common Elements;

(14) cleaning and janitorial services for the Common Elements;

(15) and any and all other sums due from the Association under any agreement, lease, contract or undertaking for recreational facilities; and any other expenses designated from time to time by the Board of Directors to be Common Expenses which are not inconsistent with the Condominium Act. Common Expenses shall not include any separate obligations of individual Unit Owners.

(e) Common surplus means the excess of all receipts of the association collected on behalf of the Condominium, including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, over the Common Expenses.

(f) Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act;

(g) Condominium Unit or Unit means unit as defined by the Condominium Act.

(h) Developer shall mean and refer to the person or entity executing this Declaration, or any person or entity who may be assigned the rights of Developer pursuant to a written assignment executed by the then present Developer recorded in the Public Records of the County in which the Property is located.

(i) District shall mean the Southwest Florida Water Management District.

(j) ERP shall mean the environmental resource permit for the Condominium issued by the District.

(k) Family shall mean one natural person or a group of two or more natural persons, each of whom is related to each of the others by blood, marriage, or adoption (exclusive of household servants); or not more than two adult persons not so related and the children of either or both of them who reside together as a single not-for-profit housekeeping unit.

(l) Guest shall mean any person who is physically present in or occupies a Unit on a temporary basis at the invitation of the Unit Owner without the payment of consideration.

(m) Institutional Mortgagee means any bank, savings or buildings and loan association, insurance company, mortgage banker or company, agency of the United States Government, real estate investment trust, pension or profit sharing trust, or other recognized institutional type lender holding a mortgage encumbering a Unit.

(n) Institutional First Mortgagee means any bank, savings or buildings and loan association, insurance company, mortgage banker or company, agency of the United States Government, real estate investment trust, pension or profit sharing trust, or other recognized institutional type lender holding a mortgage encumbering a Unit

(o) Limited Common Elements means those portions of the Common Elements which are reserved for the use of a certain condominium Unit or

certain Units to the exclusion of the other Unit Owners, as set forth herein and/or shown on the survey and plot plan attached hereto as Exhibit "B".

(p) Occupy means the act of being physically present in a Unit or two or more consecutive days, including staying overnight. An occupant is one who occupies a Unit.

(q) Special assessment means any assessment levied against unit owners other than the assessment required by a budget adopted annually.

(r) Surface Water Management System means that stormwater management system within the Condominium, as defined by Rule 40D-4.021(5), Florida Administrative Code, including but not necessarily limited to that system designated, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

(s) Surface Water Management System Facilities means those facilities that form a part of the Surface Water Management System, and shall include, but not necessarily be limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas.

(t) Unit Owner means unit owner as defined by the Condominium Act.

(u) Utility services shall include, but not be limited to telephone and data services, electric power, gas, water, air conditioning, and garbage and sewage disposal and cable television services.

(v) Voting certificate means a document which designates one of the record title owners, or the corporation, partnership, or entity representative who is authorized to vote on behalf of a Unit owned by more than one owner or by an entity.

(w) Voting interest means the voting rights distributed to the members of the Association pursuant to this Declaration.

3. Survey and Plot Plan: A survey of the land and plot plan locating the improvements thereon and identifying each Condominium Unit and the Common Elements, their relative locations and approximate dimensions, is attached hereto as Exhibit "B" and is recorded in the Public Records of Sarasota County, Florida. The locations, dimensions, descriptions, identification and numbering or lettering of the respective condominium Units shall be as described in Exhibit "B" and any subsequent amendments thereto as is hereinafter provided. If construction of a building is not substantially completed as of the date of this Declaration, then upon substantial completion of such improvements this Declaration shall be amended to include a certificate of a licensed surveyor in conformity with the requirements of the Condominium Act of Florida.

4. The Unit: A Unit shall consist of the space defined in Exhibit "B". In the event that the actual physical location of any Unit at any time

does not precisely coincide with Exhibit "B" and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in Exhibit "B" and subsequent amendments. In the event of a total or substantial destruction of the building, the locations, dimensions and descriptions of the respective Units as contained in Exhibit "B" and subsequent amendments will control. By acceptance of a deed to any Unit, the respective grantees agree for themselves, their heirs, successors and assigns, and the holders of any mortgages, liens or other interests in or to any Unit agree that Developer shall have the right to amend this Declaration and the condominium plat as may be necessary or desirable from time to time to identify, locate and show dimensions of any Units which are not completed at the date of this Declaration. Such amendments shall be executed by the Developer and the joinder or further consent of individual Unit Owners or holders of recorded liens or other interests therein or thereon shall not be required. Amendments shall take effect immediately upon recordation in the Public Records of Sarasota County, Florida.

5. Limited Common Elements: Subject to the access, maintenance, repair and replacement rights and obligations of the Association, its employees, agents and representatives, the Limited Common Elements, the use of which shall be limited to those Unit Owners to whom such use is assigned by means of this Declaration, Amendments thereto, assignments executed by the Developer, or by the Association, include:

(a) Balconies/Terraces. Each balcony or terrace located adjacent to the Unit, together with the improvements located thereon, as shown on Exhibit "B" attached shall be a Limited Common Element of the Unit.

(b) Elevator Lobby/Hallways. Each elevator lobby located adjacent to the Unit, as shown on Exhibit "B" attached shall be a Limited Common Element of the Unit.

(c) Other Areas. All other areas, if any, designated as Limited Common Elements on Exhibit "B" or assigned pursuant to paragraph 6 hereof.

6. Parking Garages; Storage Areas: The parking garages shown on Exhibit "B" and the storage areas shown on Exhibit "B", shall be assigned by Developer as hereinafter provided, and, shall be Limited Common Elements appurtenant to the Unit to which assigned.

Once a specific parking garage or storage area is assigned in connection with the sale of a condominium Unit by the Developer, the right to use the said designated parking garage or storage area shall be appurtenant to the condominium Unit owned by the owner to whom such parking garage or storage area is initially assigned. The Association shall not thereafter reassign or change said owner's parking garage, or storage area(s) without his written consent. A Unit Owner may transfer or assign use of the parking garage and/or storage area(s) assigned to the Unit Owner provided that such assignment is to another member of the Association, and the Unit Owner receives from such other member an assignment in return from such other member of such other members parking garage and/or storage area, as applicable, and both Unit Owners deliver written notice of such assignments to the Association. A conveyance of the Unit shall also transfer, as an appurtenance to said Unit, the designated parking garage, and storage area(s), if any, that have not been transferred or assigned by the Unit Owner to another member, without necessity of reference to or description of the parking garage or storage area(s).

Designation of a parking garage, and/or storage areas assigned to a Unit Owner may be set out in the deed from the Developer to the Unit Owner or be made by separate written assignment.

During such time as the Developer shall own any Units in the condominium that are for sale the Developer shall control and have the right in lieu of the Association to make all designations of parking garages and storage areas. When the Developer no longer owns any Units that are for sale, the Developer's right to designate parking garages and storage spaces shall terminate. Until the Developer shall, in whole or in part, voluntarily relinquish the right to designate the parking garages and storage areas or until the Developer no longer owns a Unit (or the Developer's successor as Developer), the Association shall not exercise the right and authorities herein granted to the Association in respect of parking garages or storage areas but all such rights shall be exclusively exercisable by the Developer. The Developer may at any time by an instrument in writing delivered to the Association relinquish in whole or in part any of its rights herein relative to the designation of parking garages and/or storage areas. This provision regarding parking garages and storage areas may not be amended without the written consent of the Developer during such periods of time as the Developer shall have any rights hereunder to designate or control the designation of parking garages or storage areas.

7. The Condominium Association. The corporation which will be responsible for the operation of the condominium will be an incorporated association known as the LA BELLASARA CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, herein referred to as the Association. All persons owning a vested present interest in the fee title to any of the condominium Units, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, Florida, shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates. All of the affairs and property of the condominium and of the Association shall be controlled by the officers and Board of Directors of the Association. Subject to the provisions of this Declaration, the operation of the Association shall be governed by the Articles of Incorporation and the Bylaws. A copy of the Articles of Incorporation which has been filed with and certified by the Secretary of State of Florida is attached hereto and marked Exhibit "C". A copy of the Bylaws of the Association are attached hereto and marked Exhibit "D". The Association shall have all of the rights and powers provided by the Condominium Act, including, but not limited to, the power to acquire title to real property for the use and benefit of its members, the corporation statutes, the Articles of Incorporation, the Bylaws and this Declaration, and the authority, duty and responsibility for the operation and maintenance of the Surface Water Management System Facilities. Operation and maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the ERP issued with respect to the Condominium by the District. In order to facilitate the maintenance and operation of the Condominium, the Association shall have the power to enter into a management agreement with a manager or managing company. To the extent permitted by law, the management agreement may delegate maintenance, management, and operational duties and obligations of the Association.

8. Percentage of Ownership of Common Elements and Surplus: 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. There are twenty-nine (29) Units in the condominium. The ownership and undivided shares of the respective condominium Units in the Common Elements and the Common Surplus shall be equal; therefore the undivided share in the

Common Elements and Common Surplus appurtenant to each Unit shall be a 1/29 part.

9. Liability for Common Expenses: Each condominium Unit Owner shall be liable for a share of the Common Expenses, such share being the same as the undivided share of the Common Elements appurtenant to the condominium Unit.

10. Use Restrictions. The use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists:

(a) Specific Use Restrictions. No owner, tenant, subtenant or other occupant shall:

(1) Use and occupancy of each Unit is restricted to one Family and their Guests for residential purposes; provided however, these use restrictions shall not be construed in such a manner as to prohibit a Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts or handling his personal, business or professional telephone calls, facsimile or correspondence in and from his Unit. Such uses are expressly declared customarily incident to the principal residential use;

(2) Make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the Unit) to any Unit, the Common Elements, the Limited Common Elements or to the Association Property; fasten any fixtures or make any addition to any balcony or terrace without the prior written approval of the Board;

(3) Permit loud and objectionable noises or obnoxious odors to emanate from the Unit, which may cause a nuisance to the occupants of other Units in the sole opinion of the Board of Directors.

(4) Except with the prior written consent of the Board of Directors: (i) Paint or otherwise change the appearance of any exterior wall, door, window, balcony or terrace or any exterior surface; (ii) place any sunscreen, blind, shutter or awning on any balcony or terrace or exterior opening; (iii) place any draperies or curtains at the windows of any Unit facing the exterior of the Unit without a solid, light color liner acceptable in color to the Board of Directors; (iv) tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board of Directors; (v) plant any planting outside of a Unit except upon written approval of the landscaping plan by the Board of Directors of the Association, provided however, Unit Owners may place moveable plants on their balconies and terraces, but if such planted or potted plants become unsightly in the opinion of the Board, such plants shall be removed; (vi) erect any exterior lights or signs; (vii) place any signs or symbols in windows; or (viii) erect or attach any structures or fixtures within or on the Common Elements or Limited Common Elements or Association Property;

(5) Erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the Common Elements or Limited Common Elements or Association Property, except with the written consent of the Board of Directors;

(6) Make any use of a Unit which violates any laws, ordinances or regulations of any governmental body;

(7) Fail to conform to and abide by the Bylaws and the uniform rules and regulations in regard to the use of the Units, the Common Elements, the Limited Common Elements or the Association Property, which may be adopted from time to time by the Board of Directors, or fail to allow the Board of Directors or its designated agent access to the Unit granted to the Association pursuant to Florida Statutes Section 718.111(5).

(8) Permit or suffer anything to be done or kept in his Condominium Unit, the Common Elements, the Limited Common Elements or the Association Property which will increase insurance rates on any Unit, the Common Elements, Limited Common Elements or Association Property;

(9) Divide or subdivide a Unit for purpose of sale or lease; provided however a Unit may be combined with an adjacent Unit and occupied as one dwelling but such combined Units shall continue to be considered separate distinct Units with regard to all rights, restrictions and obligations under this Declaration including but not limited to voting rights and percentage ownership of Common Elements and Common Surplus, and obligation for Common Expenses;

(10) Commit or permit any nuisance, immoral or illegal act in his Unit or in or on the Common Elements, Limited Common Elements or on the Association Property;

(11) Hang any laundry, garments or other unsightly objects which are visible outside of the Unit;

(12) Obstruct the common way of ingress or egress to the other Units, the Common Elements, the Limited Common Elements assigned to more than one (1) Unit, or the Association Property;

(13) Allow anything to remain in or on the Common Elements, Limited Common Elements or Association Property which would be unsightly or hazardous;

(14) Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles (garbage cans) provided therefor, and each Unit, the Common Elements, the Limited Common Elements and Association Property shall at all times be kept in a clean and sanitary condition. Garbage shall be disposed of through the kitchen garbage disposal so far as possible and the non-recyclable trash shall be placed in waterproof bags or similar containers before being placed down the trash chute, or if too large to be sent down the trash chute, before being placed in the appropriate receptacles in the trash room on the ground floor. Recyclable trash (i.e. glass, cans, etc.) shall be sent down the trash chute after activating the appropriate recycling setting so that the recycled trash is sent to the appropriate recycling bin in the trash room, or shall be carried to the trash room and placed in the appropriate recycling bin; Cardboard shall be broken down, as required by applicable recycling regulations, carried to the trash room and placed in the appropriate recycling bin and shall not be sent down the trash chute;

(15) Allow any fire or health hazard to exist;



(16) Enclose any balcony or terrace (or any portion thereof) except with the written consent of the Board of Directors;

(17) Carpet, change or replace the flooring of any balcony or terrace (or any portion thereof);

(18) Park any commercial vehicle or commercial truck (as hereinafter defined), boat, camper, motor home, trailer, mobile home or similar vehicle in any parking area (other than the garage and except service vehicles during the time they are actually serving the Unit), the Common Elements, the Limited Common Elements or the Association Property; provided, however, that the words "commercial vehicle or commercial truck" shall be deemed to exclude any pickup truck, mini-van or sports utility vehicle or similar vehicle, used for family transportation purposes and not exhibiting any commercial equipment or cargo;

(19) Make use of the Common Elements, the Limited Common Elements or the Association Property in such a manner as to abridge the equal rights of the other Unit Owners entitled to their use and enjoyment.

(20) Lease less than an entire Unit or lease an entire Unit for a period of less than thirty (30) consecutive days, or enter into leases such that more than two (2) leases commence in any one calendar year; (during the time a Unit is leased or occupied by others, the Unit Owner shall not have the right to use the Common Elements, the Limited Common Elements, the Association Property, and facilities except as a guest of a Unit Owner or lessee, or to enforce its rights as landlord pursuant to Chapter 83, F.S.); and

(21) Allow any animal(s) to be kept in the Unit other than domestic dogs or domestic cats which are commonly and usually kept as household pets, are quiet and inoffensive and not being kept or raised for commercial purposes; provided however, prior to bringing any animals or pets to the Condominium, the Unit Owner must first give written notice to the Board of Directors, which notice shall describe such animal(s) by species, height, weight and coloring. In the event any animal becomes, in the sole opinion of the Board, a nuisance to the other Unit Owners, such animal shall be removed from the Unit and Condominium Property immediately. Further provided, the maximum total number of domestic dogs and/or cats, that may be kept by a Unit Owner is two. Only domestic dogs and/or domestic cats, owned by the Unit Owner may be kept in the Unit and Limited Common Elements appurtenant thereto and no animals of any kind owned by tenants, guests or invitees may be kept in the Unit or the Limited Common Elements appurtenant thereto.

(22) The Association may permit for reserved use to Unit Owners for appropriate temporary periods of time those portions of the Common Elements rationally appropriate and desirable for exclusive use, for example, but not by way of limitation, the pool, pool deck, board meeting room, gathering room, fitness center, media room, service pantry, catering kitchen and restroom facilities, and may charge the Unit Owner a fee for such reserved use.

(b) Proviso. Provided, however, notwithstanding anything to the contrary contained herein, until Developer has closed the sale of all of the condominium Units of the Condominium, neither the condominium

Unit Owners nor the Association, nor the use of the Condominium Property or Association Property shall interfere with the sale of the condominium units. Developer may make such use of the unsold Units, Common Elements, Limited Common Elements and Association Property as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office and sales models, exclusive use of portions of the Common Elements, showing of the property, the display of signs, and parking of any type of vehicle when the vehicle is engaged in any activity relating to construction, maintenance or marketing of residential units.

(c) Provided Further. Notwithstanding anything to the contrary contained herein, no change shall be made in paragraph 10(a)(20) and 10(a)(21) above, and no restriction regarding occupancy of a Unit by children may be added to this Declaration without prior approval of Unit Owners having not less than seventy-five percent (75%) of the Voting interests. Additionally, no restriction prohibiting children from occupying a Unit may be added to this Declaration absent compliance with all federal, state and local laws.

11. Maintenance, Repair and Replacement. Responsibility for the maintenance, repair and replacement of Association Property, Common Elements, Limited Common Elements, and Units shall be as follows:

(a) By the Association. The Association shall maintain, repair and replace as part of the Common Expense all of the Association Property, Common Elements, and Limited Common Elements as defined herein, except for the Limited Common Elements set out in paragraph 11(b) which are to be maintained by the Unit Owner. The Association shall have the irrevocable right of access to each Unit and Limited Common Elements appurtenant to such Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any other Units, Association Property, Common Elements, Limited Common Elements therein or accessible therefrom, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the Common Elements, Limited Common Elements, Association Property or to another Unit.

(b) By the Unit Owners. Each Unit Owner shall clean, maintain, repair and replace certain Limited Common Elements as set forth below and everything within the confines of his Unit which is not part of the Common Elements or Limited Common Elements as defined herein, including but not limited to:

(1) Paint, finish, covering, wallpaper and decoration of all walls, floors and ceiling of the Unit;

(2) All built-in shelves, cabinets, counters, storage areas, and closets;

(3) Any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment, and all bathroom fixtures, equipment and apparatus, within his Unit;

(4) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, serving only his Unit;

(5) All mechanical, ventilating, heating and air conditioning equipment serving only the Unit or Limited Common Elements assigned to such Unit, regardless of whether such equipment may be located partially or entirely outside of the boundaries of the Unit;

(6) All interior doors, walls, partitions, and room dividers;

(7) All furniture, furnishings and personal property contained within a Unit;

(8) Glass or screened surfaces of windows, wood louvers, exterior doors, porches, or lanais, provided that any replacement or modification of same must be approved in advance by the Association.

(9) The Unit Owners shall clean, maintain, repair and replace the floors of the elevator lobby, balconies and/or terrace(s) assigned as a Limited Common Element to his Unit, provided however, if the Association in its maintenance, repair or replacement of the Common Elements, Limited Common Elements or other Units, damages the floors of such elevator lobby, balconies and/or terrace(s) the Association shall be responsible for repairs of such damage;

(10) The Unit Owners shall clean the parking garage and storage area assigned as Limited Common Elements to his Unit.

(11) The summer kitchen (including but not limited to the grill, exhaust vent and sink which are a part thereof)

12. Insurance, Destruction and Reconstruction:

(a) As agent for and on behalf of the Unit Owners and their respective mortgagees, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon the portion of the insurable improvements of the entire condominium as allowed and required by the Condominium Act, including the Common Elements, Limited Common Elements, the respective Units and Association Property, for the full replacement or insurable value thereof; provided however, the Association shall not be responsible for hazard insurance for floor coverings, wallcoverings, ceiling coverings or other portions of the individual units which the Association is not allowed or required to insure by the Condominium Act or living expenses of Unit Owners in the event of a casualty (i.e. rental expenses, meals, etc.), which hazard insurance shall be the responsibility of the individual Unit Owner. The premium for insurance obtained by the Association shall be paid by the Association and shall be included in the assessment for Common Expenses. The Association Board of Directors shall have full authority as agent for the insured to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association and the Institutional First Mortgagees shall be furnished mortgagee endorsements covering their respective interests. Each Unit Owner shall be responsible for insuring his own personal property within his Unit and any improvements made by him within his Unit which are not covered by the Association policy.

(b) In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's

policies shall be collected by the Association treasurer. If said proceeds are in excess of Twenty Thousand Dollars (\$20,000.00) they shall be immediately paid over to a banking corporation having trust powers and selected by the Board of Directors, to be held by such bank in trust to be used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Association Board of Directors. Said funds shall be disbursed upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. In the event said proceeds are not sufficient to pay the cost of such reconstruction and the trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the Common Expenses of the Association, by means of a special assessment. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event such proceeds are less than Twenty Thousand Dollars (\$20,000.00), they need not be placed in trust but shall be held by the treasurer and applied directly by the Board of Directors for the above purposes.

(c) In the event of a total or substantial destruction of all of the condominium improvements, the improvements shall be restored as above provided unless the Unit Owners of two-thirds (2/3) of the Voting interests in this Condominium vote to terminate this condominium. In the event the condominium is to be terminated, then all owners of Units will immediately convey all their right, title and interest to their respective Units to the bank trustee selected by the Board of Directors, to be held by such trustee in trust. The recording in the Public Records of Sarasota County of each such conveyance to trustee will have the immediate effect of releasing all liens upon the respective Units and shall cause their instantaneous transfer to that Unit Owner's share of the Common Surplus to be subsequently distributed by trustee as provided herein. Said trustee shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the Units in this condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the Condominium Property, by whatever means the Association Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. After conveyance of title to the purchaser free and clear of all liens and encumbrances and after payment of reasonable trustee's fees, appraiser's fees, and other costs reasonably incurred, the trustee shall apportion the remaining funds in its hands among the Units according to the percentages of ownership of the Common Elements and sharing the common surplus as herein set forth. The Trustee shall distribute each Unit's share of said funds jointly to the record title owners of each Unit and the record owners of any mortgages or other liens encumbering such Unit at the time of the recording of its conveyance to the trustee by the Unit Owner. All mortgages and other liens upon the respective Units shall be fully released and discharged as provided herein even though the share of a particular Unit in said funds is insufficient to pay all liens in full; in such event the lienholders who had priority against the title to the Unit shall have priority of payment of the Unit's share of the common surplus. Nothing herein contained shall affect the priority of any construction mortgage of record as of the date of filing this Declaration or in any way relieve the Unit Owner of his personal liability for any deficiency which may remain upon any liens which encumbered his Unit at the time of his conveyance to the trustee. Mortgagees and other lienholders will evidence their acceptance and

consent to the foregoing provisions by the acceptance of their mortgage or perfection of their liens.

13. Liability Insurance: The Association shall obtain and maintain public liability insurance covering all of the Common Elements, Association Property and common facilities and insuring the Association and the Unit Owners as their interests may appear in such amount as the Board of Directors may deem appropriate. The premiums for such insurance coverage shall be a part of the Common Expenses. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. Should a claim against the Association result in a judgment in excess of insurance coverage, the Board of Directors may, to the extent required by the Condominium Act as amended, levy a special assessment against the Unit Owners in such amount as the Board may deem appropriate to cover such excess liability, but in such event each Unit Owner shall be liable only for his pro rata share of such excess liability in the same percentage as his interest in the Common Elements and share of Common Expenses, but in no event shall a Unit Owner's pro rata share of such liability exceed the value of his Unit. Each Unit Owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular Unit, as he may deem appropriate. Further, the Association shall have the right to obtain directors and officers insurance, insurance for the benefit of Association employees and flood insurance for Common Elements, Limited Common Elements and Association Property in such amounts as the Board deems necessary.

14. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the condominium Units, the transfer of condominium Units by any owner other than the Developer shall be subject to the provisions hereinafter set forth as long as the condominium exists:

(a) It shall be necessary for the Board of Directors of the Association, or its duly authorized officers, agent or committee, to approve in writing all sales, transfers of title, leases, subleases or other occupation for which the occupant(s) pay rent, a fee or charge, of a Unit before such sale, transfer, lease, sublease or occupation for which the occupant(s) pay rent, a fee or charge shall be valid and effective. Written approval of the Board of Directors shall also be required for any renewal or extension of the term of any lease, sublease or occupation for which the occupant(s) pay a fee or charge of a Unit before any renewal or extension shall be valid. Written application for such approval shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by a transfer fee as required by regulation of the Board; provided however, such fee shall not exceed \$100.00 and there shall be no transfer fee charged in connection with the approval of the renewal of a lease, sublease or occupation for which the occupants pay rent, a fee or charge. In addition to the foregoing, the Association may require that a prospective lessee deposit with the Association an amount equal to one month's rent, as security, which the Association will deposit in an escrow account. Payment of interest, if any, claims against such deposits, refunds and disputes relating to the security deposit shall be governed by Part II of Chapter 83, Florida Statutes. When considering such application, consideration shall be given to good moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser, transferee, lessee, sublessee or occupant(s). Further, in considering approval of a lessee, sublessee or occupant paying rent, a fee or charge for occupation of a Unit, grounds for disapproval shall include the Unit Owner being delinquent in the payment of assessments at the time approval is sought.

A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance. A lessee shall not assign his lease or sublet his condominium Unit without the prior written approval of the Board of Directors or its duly authorized officers or committee.

In the event a lease, sublease, or occupation for which the occupant(s) pay a fee or charge of a Unit or any renewal or extension of the term thereof, is disapproved, the Unit shall not be leased, subleased or so occupied or same shall not be so renewed or the term so extended, as the case may be. In the event a sale or transfer is disapproved or no action is taken by the Board of Directors or its duly authorized officers, agent or committee within fifteen (15) days after receipt of said application, and the Unit Owner intends to close in spite of such disapproval or inaction, the Unit Owner shall give the Board of Directors an additional thirty (30) days written notice of such intent prior to closing. In such event, the Association or any other Unit Owner shall have a right of first refusal to purchase said Unit for the identical price, terms and conditions, which right shall be exercised in writing delivered to the proposed seller or mailed to his address as shown on the Association records. In the event the Association is of the opinion that the price is not a bona fide sales price, then the sales price for purposes of the right of first refusal shall be the fair market value of the Unit determined by the average of the values assigned by the written appraisals of three recognized real estate appraisers, one of whom shall be selected by the Association, one by the proposed seller and the third by the first two appraisers. The cost of such appraisals shall be divided between the Association and the proposed seller. If such right of first refusal is exercised by more than one, priority shall be given to the one who delivers in person or has his acceptance postmarked first. If no one exercises his right of first refusal by delivering or mailing his acceptance prior to three (3) days before the proposed closing date or within ten (10) days after the sales price is determined by appraisal, whichever is later, the transfer may be closed pursuant to the price and terms stated in the notice. Failure of a transferor to comply with these provisions for sale or transfer shall give the Association or any other Unit Owner a right to redeem the Unit involved from the transferee at any time before the closing of such transfer and for a period of six (6) months after the recording of such conveyance in the Public Records of said county, or sixty (60) days after the Board of Directors is given formal written notice of such transfer, whichever period is shorter. The only condition to the exercise of such right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid to that date. Immediately upon the tender of such sums the transferee shall convey all his right, title and interest to the one making the redemption. In addition to all other available remedies, the right of redemption may be enforced by suit for specific performance. In the event legal proceedings are commenced by the Association or any Unit Owner to enforce the provisions of this paragraph against a Unit Owner or transferee who fails to comply therewith, the party bringing such proceedings shall be entitled to his costs and reasonable attorneys' fees as determined by the court, including appellate proceedings, if such party prevails.

(b) The foregoing provisions of paragraph 14(a) shall not apply to a transfer to, or purchase by an Institutional Mortgagee which acquires title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer or sale by such Institutional Mortgagees. Neither shall such provisions require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as, but not

limited to, execution sale, foreclosure sale, judicial sale or tax sale. Neither shall any of the provisions of this section apply to the sale of a Unit by the Developer.

(c) Notwithstanding anything to the contrary contained in this Declaration of Condominium, the provisions set forth in paragraph 14(a), shall not be amended without prior approval of Unit Owners having not less than seventy-five percent (75%) of the Voting interest.

(d) No condominium Unit Owner may mortgage his condominium Unit nor any interest in it without approval of the Association except to an Institutional Mortgagee, or to a seller to secure a portion or all of the purchase price. The approval of any other mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

15. Assessments and Liens. The Board shall approve the annual budgets or projected anticipated income and estimated expenses for each fiscal year, and each Unit Owner will be responsible for his Unit's share of such annual assessment based upon its share of the Common Expenses as provided herein. One-fourth (1/4) of each Unit's annual assessment shall be due and payable in advance to the Association on the first day of January, April, July and October of each year, or the Board of Directors may, at its option, elect to have Unit Owners pay one-twelfth (1/12) of each Unit's annual assessment in advance to the Association on the first day of each month of each year. In addition, the Board of Directors shall have the power to levy special assessments against the Unit Owners in proportion to each Unit's share of the Common Expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. The specific purpose or purposes of any Special Assessment approved by the Board of Directors shall be set forth in a written notice of such Special Assessments sent or delivered to each Unit Owner. Any assessments which are not paid when due shall bear interest from the due date until paid at the highest rate of interest permitted by law and shall be subject to such late charge as may be established by uniform rules and regulations of the Board; provided however, such late charge shall not exceed the greater of \$25.00 or 5% of the assessment amount per occurrence. Any payment received by the Association shall be applied first to any interest accrued on the assessments, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection and last to the delinquent assessment. The Association shall have the remedies and liens provided by the Condominium Act with respect to unpaid assessments, which shall include any accrued interest and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including appellate proceedings, and if assessments are paid monthly the installments of the assessments may be accelerated to require the Unit Owner to pay quarterly in advance by giving the defaulting Unit Owner ten (10) days notice of intent to accelerate unless all delinquent sums are paid within that time. The Board of Directors may require each Unit Owner to maintain a minimum balance on deposit with the Association (not to exceed one-fourth (1/4) of the current annual assessment) for working capital and to cover contingent expenses from time to time.

Pursuant to Section 718.112 Florida Statutes, reserves for the remainder of the calendar year in which the Association is formed will be waived by Association action. Reserves may or may not be waived annually thereafter in accordance with Florida Statutes Chapter 718.

Pursuant to Florida Statutes, Section 718.116(9)(a), the Developer shall be excused from the payment of the share of common expenses and assessments relating to units owned by Developer for a period of time commencing with the

formation of the Association and ending the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs (the "Statutory Election Period").

During the Statutory Election Period, the Developer will be excused from the payment of its share of Common Expenses which would have been assessed against any Units owned by the Developer from time to time, and the Developer will be obligated to pay the Common Expenses incurred during the Statutory Election Period and not produced by the assessments receivable from other Unit Owners. Notwithstanding anything to the contrary contained in this paragraph, the Unit Owners (including Developer) retain the right to provide for less than adequate reserves for any particular calendar year.

16. Remedies for Default: In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default in the compliance and fulfillment of the provisions of the Condominium Act, this Declaration, Articles of Incorporation, Bylaws and the regulations and rules promulgated by the Association or its Board of Directors, shall entitle the Association or individual Unit Owners to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the Court, including appellate proceedings.

17. Rights of Developer: Developer hereby reserves unto itself, its successors and assigns, the right to elect the Directors of the Association in accordance with the provisions of Article XII of the Articles of Incorporation attached as Exhibit "C".

It is recognized that at the date hereof, construction of all of the improvements and the Units contemplated by the survey and plot plan described in Exhibit "B" may not be completed. Developer expressly reserves every right, necessary or desirable, relative to the Common Elements and the Condominium Property generally, for the purpose of constructing and completing said improvements and Units and effecting sale or lease of all of the condominium Units. Developer shall have the right to maintain one or more model Units to be used for display to prospective purchasers and may exhibit such signs and sale paraphernalia as may be desirable to effect such sales, and to use one or more Units as an office for the exclusive use of Developer until such time as all residential units located within the LA BELLASARA project have been conveyed.

During such time as the Developer, its successors or assigns, is in the process of construction on any portion of the Condominium Property, the Developer, its successors or assigns, reserve the right to prohibit access to any portion of the Common Elements of the Condominium Property to any owners, tenants, subtenants, their guests or invitees, and to utilize various portions of the Common Elements in connection with such construction and development. No Unit Owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction.

18. Amendments.

(a) Amendments by Unit Owners. Except as otherwise specifically provided in this Declaration, this Declaration may be amended at any time by affirmative vote of Unit Owners having two-thirds (2/3) of all Voting interests in LA BELLASARA, except that provisions relating to



the rights of Developer (including but not limited to those set forth in paragraphs 10(b), 14(b) and 17), and termination of the condominium may be amended only with the written consent of all persons adversely affected thereby. Further, no amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which a Unit Owner shares the common expenses and owns the common surplus, unless the record owner of the Unit and all record owners of liens on the Unit join in the execution of the amendment and unless at least a majority of the record owners of all other Units approve the amendment. The Articles of Incorporation and bylaws may be amended by a simple majority vote of all Voting interests of all members of the Association and to that extent this Declaration may be amended without two-thirds (2/3) vote. No amendment shall be effective unless it be in writing, executed by the president or vice president and attested by the secretary of the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County. It shall not be necessary for the individual Unit Owners or holders of recorded liens thereon (except Institutional First Mortgagees as herein provided) to join in the execution of any amendment, and the execution of any amendment by the president or vice president and attested by the secretary of the Association as provided herein shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration, the Articles of Incorporation and the Bylaws.

(b) Developer Amendments. By acceptance of a deed to a condominium Unit, the grantee agrees for himself, his heirs, successors and assigns, and the holders of any mortgages, liens or other interests in or to any Unit, that Developer shall have the right and irrevocable power to amend this Declaration and the exhibits recorded herewith as may be necessary or desirable from time to time prior to the conveyance of all Units by Developer to identify, locate and dimension any Units which are not completed at the date of this Declaration. Such amendments shall be executed by the Developer without written consent of all mortgagees, the joinder or further consent of individual Unit Owners or holders of recorded liens or other interests therein or thereon shall not be required. All amendments shall take effect immediately upon recordation in the Public Records of Sarasota County, Florida.

(c) Amendments Affecting Surface Water Management System. Anything contained in this Section to the contrary notwithstanding, no amendment of this Declaration, the Articles or Bylaws, which would affect the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall be effective without the prior written approval of the District, or its successor agency.

19. Rights of Institutional First Mortgagees and Others: The following provisions are intended for the benefit of each Institutional First Mortgagee and to the extent that any other provisions of this Declaration conflicts with the following provisions, if at all, the following provisions shall control:

a. Upon request in writing, the Association shall furnish to any Institutional First Mortgagee a written notice of any default by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration that has not been cured within 30 days.

b. Upon request in writing, an Institutional First Mortgagee shall have the right:

(1) to examine current copies of this Declaration, the By-Laws, Rules and Regulations and the books, records and financial statements of the Association during normal business hours:

(2) to receive, without any charge and within a reasonable time after such request, the annual audited financial statement which may be prepared and distributed by the Association to the Unit Owners at the end of its fiscal year; provided, however, that in the event an audited financial statement is not available (as a result of waiver of the requirement for an audit by the Association members), the Institutional First Mortgagees holding 51% or more of the first mortgages on the Units shall be entitled to have such an audited statement prepared at their expense;

(3) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings.

(4) to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, the By-Laws or Articles of Incorporation;

(5) to receive notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(6) to receive written notice of any action which would require the consent of a specified number of Institutional First Mortgagees.

c. No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Condominium Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over any rights of a mortgage on a Unit pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to, or a taking of, the Units and/or the Common Elements, or any portion thereof or interest therein. An Institutional First Mortgagee shall be entitled, upon specific written request, to timely written notice of any such loss.

20. Termination: The Condominium Property may be removed from the provisions of this Declaration at any time by a vote of Unit Owners having three-fourths (3/4) of the Voting interests in LA BELLASARA, unanimous written consent of all of the Institutional First Mortgagees, and written consent of Developer until such time as Developer shall have conveyed title to all Units of LA BELLASARA, by an instrument to that effect signed by the president or vice president and secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Sarasota County. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the banking trustee selected by the Board of Directors of the Association.

21. Easements are expressly provided for and reserved:

(a) Utility Easements. Developer hereby reserves for and on behalf of itself and LA BELLASARA CONDOMINIUM ASSOCIATION, INC., perpetual easements for

the installation, construction, repair, maintenance and replacement of private and public utility lines and services of all kinds under and over the surface of the condominium lands. All public and private utility companies rendering utility services to this condominium shall have and are hereby granted a perpetual nonexclusive easement over, across, under and through all of the Common Elements of the condominium for the purpose of construction, installation, maintenance, repair and replacement of the utilities servicing this condominium and for the purpose of reading meters in connection therewith. The exercise of said easement shall not include the right to disturb any building or structure on the Common Elements, and any damage caused to same shall be repaired at the expense of the company causing such damage. In the event it is necessary to disturb the surface of the land in the exercise of said easement, the roadways, grass, landscaping and other improvements which are disturbed shall be restored by the utility company responsible therefor as soon as practicable to their prior condition as nearly as possible.

(b) Right of Association to Create. The Association, on its behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as his attorney-in-fact for this purpose), without the joinder of any Unit Owner, shall have the right to grant such additional electric, gas, other utility or service or other easements, or relocate any existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium Property or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes. The Association, on behalf of itself and all Unit Owners (as such owners' attorney-in-fact), shall also have the right to transfer title to utility-related equipment, facilities or material to any public utility company or governmental agency which is assuming the obligation to maintain such equipment, facilities or material. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association. Furthermore, the Association shall have the authority to take any other action, on behalf of itself and all Unit Owners (as such owner's attorney-in-fact), to satisfy the requirements of any public utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

(c) Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

22. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provisions of this Declaration of Condominium and the Articles of Incorporation, Bylaws and rules and regulations of the Association shall not affect the validity of the remaining portions.

23. Suits/Mediation.

Notwithstanding anything to the contrary contained herein or in the Articles or Bylaws of the Association, except for suits to collect

assessments, suits against persons or entities who may violate the Declaration of Condominium, Articles or Bylaws of the Association or rules and regulations properly promulgated by the Board of Directors, suits or administrative actions to contest ad valorem taxes or other applicable taxes, and except for defending actions against the Association, subsequent to the date that Unit Owners other than Developer have elected a majority of the members of the Board of Directors, the Association and its Board of Directors and Officers shall not be entitled to bring any legal or administrative actions unless and until the taking of such action is approved of Unit Owners other than the developer having not less than 75% of the Voting Interests for all Units owned by Unit Owners other than Developer. This provision may not be amended without the prior approval of Unit Owners having not less than 75% of the Voting Interests for all Units owned by Unit Owners other than Developer.

24. Existing Day Docks/Construction of Potential Future Boat Docks. There currently exists two day docks, adjacent to the condominium property, for the use of the condominium property, and which will be subject to rules and regulations adopted by the Association from time to time. In the event Developer seeks and is granted a submerged land lease for such area to build docks, at Developer's option, such day dock may be removed, altered, modified and/or replaced.

Developer may, but shall not be obligated to, file an application (the "Application") with the Florida Department of Environmental Protection ("FDEP") for a submerged lands lease for the area adjacent to the condominium. If Developer makes such Application and the Application and other approvals and permits are granted, Developer will construct one or more boat docks ("Boat Docks") within the Submerged Lands Lease Area; provided however, that the number, the size and the configuration of the Boat Docks may change in accordance with the final approvals, if any, obtained by Developer; and further provided there is no warranty or guaranty that Developer will be able to construct any Boat Docks. The materials and method of constructing the Boat Docks is subject to approval, and will otherwise be in the sole discretion of Developer. If Developer files the Application, Developer will pay the full cost to obtain the submerged lands lease and construct the Boat Docks. The Boat Docks can only be constructed if all necessary permits are granted and the Application for a submerged lands lease is approved. Developer can give no assurance that the Application will be made or granted.

Therefore, Developer shall have no liability to the Unit Owners or the Association if the Boat Docks cannot be constructed because Developer does not make the Application or because the state and/or local governments refuse to approve the Application.

If the Application is made and granted, the Association is hereby expressly empowered to accept an assignment of the submerged lands lease with the State of Florida. Submerged lands leases are typically for a term of five (5) years, and typically may be renewed subject to compliance with the lease provisions and applicable law. The annual rental payment to the State of Florida pursuant to the submerged lands lease will be a Common Expense of the Association. The Association will also be responsible for assuring full compliance with the terms and conditions of the submerged land lease. Neither the sovereignty submerged lands, nor the leasehold interest therein nor the facilities that exist or are proposed to exist on the leasehold are or will be submitted to condominium ownership.

If the Boat Docks are constructed, the exclusive use of each Boat Dock may be assigned to a Unit by the Developer for an additional consideration. The right to use the Boat Dock assigned to the Unit will be automatically transferred with the conveyance of the Unit. The right to use the Boat Dock

shall be assigned by the Unit Owner to the purchaser of the Unit Owner's Unit or to another Unit Owner in the Condominium. The right to use the Boat Dock may not be assigned to any person or entity that is not a Unit Owner in this Condominium.

If the Boat Docks are constructed, the cost of operating and maintaining the Boat Docks, including electrical and water service to the Boat Docks, will be a Common Expense of the Association. The Boat Docks that are assigned will be used only by the Unit Owners to which the Boat Docks are assigned and their tenants, Guests and invitees. Boat Docks will not be leased or otherwise used by third parties who are not Unit Owners, tenants, Guests or invitees. Use and maintenance of the Boat Docks and boat docking facilities will be subject to the rules and regulations adopted by the Association from time to time which are not inconsistent with the provisions of this paragraph 24. The Association shall charge each Unit Owner having an assigned Boat Dock an annual fee for use of said Boat Dock. The annual fee shall be determined by the Board of Directors in an amount sufficient to cover the share of the costs associated with the Submerged Lands Lease, the operation of the Boat Docks and boat docking facilities and reserves for repair and replacement of the Boat Docks and boat docking facilities for the Unit Owners who are assigned use of Boat Docks, based upon the lineal footage of the Boat Dock assigned in relation to the total lineal footage of all Boat Docks. The remainder of such costs for any Boat Docks and boat docking facilities that are not assigned to Unit Owners shall remain a common expense of all Unit Owners. Failure to pay any fees charged by the Association will result in a forfeiture of the right to use the assigned Boat Dock.

The following restrictions shall apply to the use of the existing day docks, and, if constructed, the Boat Docks:

- a. Vessels docked at the docking facilities will not be used as residences, and overnight occupancy will not be permitted.
- b. No pump out of any waste materials or liquids is permitted at the docking facilities.
- c. No fish cleaning is permitted at the docking facility.
- d. No maintenance of any vessel is permitted at the docking facility.
- e. No fueling of any vessel is permitted at the docking facility.
- f. The specific length and vessel draft of any vessel docked at the docking facility is subject to rules and regulations adopted by the Association from time to time and, if applicable, restricted to the specific length and vessel draft set forth in the permit and/or submerged land lease in the event the Boat Docks are constructed.

25. SURFACE WATER MANAGEMENT SYSTEM

The provisions of this paragraph 25 shall apply to the Surface Water Management System and Surface Water Management System Facilities, which are developed, operated, and maintained pursuant to the terms and conditions of the ERP.

- a. Easement. Developer hereby reserves for itself, its successors and assigns, and grants to the District, the Association, and their respective

designees, a perpetual, non-exclusive easement over and across all areas within the Condominium in which there are Surface Water Management System Facilities. The purpose of such easement shall be for the operation, maintenance, inspection, monitoring, repair, and replacement of the Surface Water Management System Facilities. The easement shall include the reasonable right of access across the Common Property to carry out any maintenance or operational right or responsibility of Developer, the Association or the District.

b. Responsibility for Operation. The Association shall be responsible for the operation and maintenance of the Surface Water Management System Facilities, pursuant to the ERP. The Association's cost with respect thereto shall be a Common Expense. Operation and maintenance and reinspection reporting with respect to the Surface Water Management System Facilities shall be performed in accordance with the terms and conditions of the ERP. If there is a delayed transfer of the ERP to the Association, then the permittee thereunder shall continue to have responsibility thereunder until such responsibility is transferred to the Association. (In such event, the permittee must submit to the District appropriate documentation required by the District, and which must be approved by the District, before the transfer of responsibility to the Association is effective.) Upon such transfer of responsibility from the permittee, the Association shall thereafter have responsibility for the maintenance of the Surface Water Management System Facilities. Notwithstanding that responsibility pursuant to the ERP may not have yet been transferred to the Association, the cost of operation and maintenance of the Surface Water Management System Facilities, prior to such transfer, shall be paid by the Association as a Common Expense.

c. Enforcement. The 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 for which the Association has responsibility.

d. On-Site Wetland Mitigation. If the Condominium has on-site wetland mitigation, as defined by the District, which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its annual budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is/are successful in accordance with the ERP issued by the District with respect to the Condominium.

e. Activities Prohibited. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities except as allowed by the governmental approvals for the Condominium or as approved by the District. Prohibited activities include, but are not necessarily 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 Condominium includes a "wetland mitigation area," or a "wet detention pond," as those terms are defined by the District, no vegetation in those areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from District. Construction and maintenance activities which are consistent with the design and permit conditions approved by District in the ERP may be conducted without specific written approval from District.

f. Amendments. Any amendment to the Declaration, Articles, or Bylaws affecting the Surface Water Management System Facilities, or the operation and maintenance, thereof, shall require the prior written approval of the District.

g. Liability. Neither Developer, the District, nor the Association shall have any liability whatsoever to owners, guests, tenants, or invitees in

connection with the surface water management system, any easements with respect thereto, or any part of the Surface Water Management System Facilities. Each Owner, for itself and its guests, tenants, or invitees, releases developer, the District, and the Association from any liability in connection therewith.

Neither Developer, the District, the Association, nor any of their successors, assigns, officers, directors, committee members, employees, management agents, contractors or subcontractors (collectively the "Listed Parties") shall be liable or responsible for maintaining or assuring the water quality or level in any lake, pond, retention area, canal, creek, marsh area, stream or other water body within or adjacent to the Condominium, except as such responsibility may be specifically imposed by an applicable governmental or quasi-governmental agency or entity as referenced herein. Further, all owners and users of any portion of the Condominium located adjacent to or having a view of any of the aforesaid areas shall be deemed, by virtue of their acceptance of a deed to, or use of, such Unit, to have agreed to hold harmless the listed parties from all liability related to any changes in the quality and level of the water in such bodies. Further, none of the listed parties shall be liable for any property damage, personal injury or death occurring in, or otherwise related to, any water body, or persons using same doing so at their own risk.

All persons are hereby notified that from time to time alligators and other wildlife may inhabit or enter into water bodies contained within or adjacent to the Condominium and may pose a threat to persons, pets and property, but that the listed parties are under no duty to protect against, and do not in any manner warrant against, any death, injury or damage caused by such wildlife.

All persons are hereby notified that the banks and slopes within certain areas of the condominium, or lands adjacent thereto, may be steep and that depths near shore may drop off sharply. by their acceptance of a deed to, or use of, any unit within the condominium, all owners or users of such unit shall be deemed to have agreed to hold harmless the listed parties from all liability or damages arising from the design, construction, or topography of any banks, slopes, or bottoms.

h. Indemnity. From and after the recording of this Declaration, or the transfer of responsibility for the operation of the Surface Water Management System Facilities to the Association, whichever is later, the Association agrees that it shall hold Developer harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Surface Water Management System Facilities occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees, but not excluding any liability occasioned wholly or in part by the acts of the Developer, its successors or assigns as such. Upon completion of construction of the Surface Water Management System Facilities, Developer shall be deemed to have assigned all its rights, obligations and duties with respect thereto to the Association, effective upon such completion or the effective transfer of responsibility to the Association, whichever is later. The Association shall thereupon assume all such rights, duties and liabilities and shall indemnify and hold Developer harmless therefrom.

i. Dissolution of Association. If the Association is permanently dissolved, as provided in the Articles, the control or right of access to the property containing the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility, and if not accepted, then the Surface Water Management System Facilities shall be conveyed to a not-for-profit corporation similar to the Association. If the Association is permanently dissolved, all Owners shall be jointly and severally

responsible for operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the ERP, unless and until an alternate entity assumes responsibility in accordance with this Section and the provisions of the Articles.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this 3<sup>rd</sup> day of April, 2006.

Signed, sealed and delivered in the presence of:

LA BELLASARA, LLC, a Florida limited liability company  
By: LHI Management, Inc., a Florida corporation Manager

Rebecca S. Harshman  
[Signature]

Per: [Signature]  
Gary D. Littlestar, President

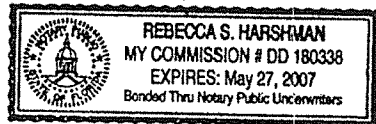
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of April, 2006 by Gary D. Littlestar, as President of LHI Management, Inc., a Florida corporation, as Manager of LA BELLASARA, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ as identification and who has not taken an oath.

(NOTARIAL SEAL)

Rebecca S. Harshman  
\* REBECCA S. HARSHMAN  
\*(Print Name of Notary Public)  
Notary Public - State of Florida  
My commission expires  
Commission Number



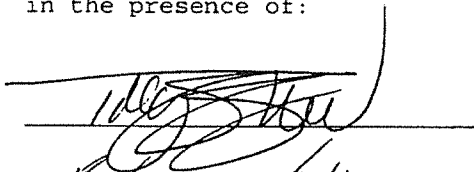



JOINDER OF ASSOCIATION


The LA BELLASARA CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereby joins in and consents to the foregoing Declaration of Condominium and hereby agrees to the provisions thereof and assumes the obligations imposed upon it therein.

IN WITNESS WHEREOF, the undersigned has caused this joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 3rd day of April, 2006.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
  
\_\_\_\_\_

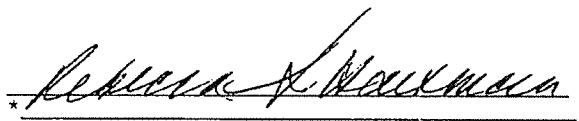
LA BELLASARA  
CONDOMINIUM ASSOCIATION, INC.

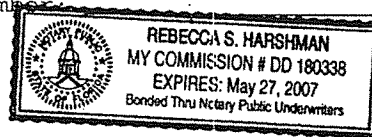
By   
\_\_\_\_\_  
Gary D. Littlestar, President

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of April, 2006, by Gary D. Littlestar, as President of LA BELLASARA CONDOMINIUM ASSOCIATION, INC., a Florida non profit corporation, on behalf of the corporation who ~~is personally known~~ to me or who has produced \_\_\_\_\_ as identification and who has not taken an oath.

(NOTARIAL SEAL)

  
\_\_\_\_\_  
\*(Print Name of Notary Public)  
Notary Public - State of Florida  
My commission expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



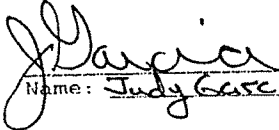
CONSENT OF MORTGAGEE  
REGARDING RECORDATION OF DECLARATION OF CONDOMINIUM  
LA BELLASARA, A CONDOMINIUM

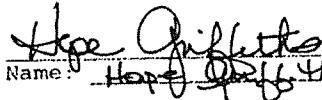
WACHOVIA BANK, N.A., (the "Mortgagee"), the holder of the Mortgage dated July 28, 2003 and recorded in Official Records Instrument Number 2003136103, of the Public Records of Sarasota County, Florida (as amended and modified, the "Mortgage"), which Mortgage constitutes a lien and encumbrance upon the real property described in the within and the foregoing Declaration of Condominium of La Bellasara, a Condominium (the "Declaration"), hereby consents to La Bellasara, LLC, a Florida limited liability company, (the "Declarant") subjecting the real property described in the Declaration to the provisions of the Declaration and agrees that the Declaration shall be binding upon the present and future owners of the real property covered by the Declaration.

Notwithstanding the execution of this consent, nothing herein shall be construed to render the Mortgagee responsible or liable for the performance of any of the covenants or undertakings of the Declarant under the Declaration nor shall this consent affect the priority of lien of the Mortgage or the interest of the Mortgagee.

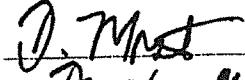
Dated this 3rd day of April, 2006.

Witnessed by:

  
Name: Judy Garcia

  
Name: Hope Griffiths

WACHOVIA BANK, N.A.

By:   
Name: Douglas M. Martik  
Title: Senior Vice President

Address:  
1819 Main Street  
Sarasota, FL 34236

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 3 day of April, 2006, by Doug Mestik, as President of WACHOVIA BANK, N.A., a National Banking Association, on behalf of the Bank, who is personally known to me or who has produced as identification and who has not taken an oath.

(NOTARIAL SEAL)

J Garcia  
Judy Garcia  
(Print Name of Notary Public)  
Notary Public - State of Florida  
My commission expires  
Commission Number


 J Garcia  
My Commission DD298129  
Expires April 13, 2008

EXHIBIT "A"

TO

DECLARATION OF CONDOMINIUM

OF LA BELLASARA, A CONDOMINIUM

LEGAL DESCRIPTION

LOTS 17, 18, 19, 20, 21 and 22, Block "C", Golden Gate Point, as per plat thereof recorded in Plat Book 1, Page 135, of the Public Records of Sarasota County, Florida.

TOGETHER with any and all land in front of said lots on the seaward side thereof, and being described as follows: Commence at the N.W. corner of Lot 17, Block "C", Golden Gate Point, recorded in Plat Book 1, Page 135, Public Records of Sarasota County, Florida; thence East along lot line, 139.0 feet to the platted N.E. corner of said Lot 17 for a POINT OF BEGINNING; thence continue East, 14.0 feet to face of sea wall at Sarasota Bay; thence S.0°38'08"W. along face of sea wall, 109.00 feet; thence S.16°31'00"E. along face of sea wall, 19.60 feet; thence S.5°54'27"W., 88.35 feet to point on face of sea wall; thence S.24°07'46"W. along face of sea wall, 16.92 feet; thence S.18°07'32"W. along face of sea wall, 80.68 feet; thence S.49°02'35"W. along face of sea wall, 10.00 feet; thence S.16°26'47"W. along face of sea wall, 153.17 feet to the extension of the Southerly line of Lot 22 of said Block "C", Golden Gate Point; thence N.41°14'15"W along said line, 14.44 feet to the most Southerly corner of said Lot 22, said corner being S.41°14'15"E., 185.0 feet from the most Westerly corner of said Lot 22; thence Northerly along platted lot lines, along Easterly line of Lots 17 through 22 of said Block "C", 440.12 feet, more or less, to the Point of Beginning.

Together with any and all riparian rights thereunto belonging.

Subject to restrictions, reservations, conditions, limitations and easements of record, and specifically excluding therefrom any and all public and private utility installations, and cable television lines and equipment.