



CFN 20130239929
 OR BK 26054 PG 0373
 RECORDED 05/30/2013 15:31:32
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0373 - 375; (3pgs)

This instrument was prepared by:
MARTY PLATTS, ESQ.
 Becker & Poliakoff, P.A.
 625 North Flagler Drive – 7th Floor
 West Palm Beach, FL 33401
 (W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
 DECLARATION OF CONDOMINIUM OF
 BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM**

WHEREAS, the **Declaration of Condominium for Belvedere West Industrial Park, A Commercial Condominium**, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **19593** at Page **1838**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Belvedere West Industrial Park Condominium Association, Inc.**, a Florida not-for-profit corporation, held **September 19, 2012**, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration of Condominium is a true and correct copy of the amendment as amended by the membership.

**AMENDMENT TO THE
 DECLARATION OF CONDOMINIUM FOR
 BELVEDERE WEST INDUSTRIAL PARK,
 A COMMERCIAL CONDOMINIUM**

(Additions shown by "underlining",
 deletions shown by "~~strikeout~~")

4. INTEREST IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS, OWNERSHIP AND BOUNDARIES OF UNITS AND SUITES, PARKING.

* * *

~~4.3. AUTOMOBILE PARKING AREAS. The areas designated on Exhibit "A" as "Parking Ares" are Common Elements. All parking spaces are to be used by Unit Owners and/or their guests in accordance with Rules and Regulations adopted by the Association. The costs of maintenance and administration of the parking spaces~~



shall be included as a part of the Common Expenses applicable to all Units for the purposes of assessment. No parking space shall be used for storage of vehicles, boats or any other thing. Unit owners and their employees shall park in the rear of the building to the maximum extent practical. It is the intent of this provision to make the most convenient spaces available for all customers of unit owners. Parking spaces shall not be assigned and shall be available to all unit owners and their guests.

4.3. AUTOMOBILE PARKING AREAS. The areas designated on Exhibit "A" as "Parking Areas" are Common Elements. The Board of Directors of the Association has the right to assign and modify the exclusive parking assignments as it deems advisable in its sole discretion. Each Unit Owner shall be assigned three (3) parking spaces for the exclusive use of each Unit at all times. The costs of maintenance and administration of the parking spaces shall be included as a part of the Common Expenses applicable to all Units for the purposes of assessment. Any damage to a parking space incurred during the time a space is assigned for the exclusive use of a Unit (e.g., pot holes caused by dripping fluids, etc.) must be repaired by the Association but the cost of such repair must be paid by and assessed against the Unit to which such space was exclusively assigned. The liability of a Unit Owner under Section 10.3 of the Declaration of Condominium is without prejudice to any right the Unit Owner may have to recover the amounts paid by the Unit Owner from the person who caused the damage. (No parking space shall be used for storage of vehicles, boats or any other thing.) Parking assignments are revocable at the sole discretion of the Board of Directors, including, but not limited to, non-payment of any monetary obligations due to the Association by the Unit Owner.

* * * * *

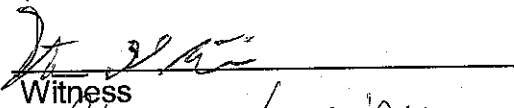
WITNESS my signature hereto this 15 day of May, 2013, at West Palm Beach, Palm Beach County, Florida.

**BELVEDERE WEST INDUSTRIAL PARK
CONDOMINIUM ASSOCIATION, INC.**




Witness

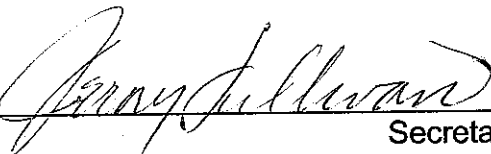
Scott Sullivan
(PRINT NAME)



Witness

Steven Licari
(PRINT NAME)

By:  President

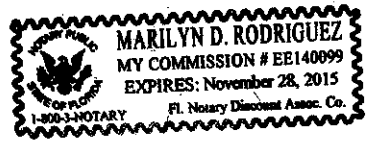
Attest:  Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 15 day of MAY 2013, by DIANE LICARI and JERRY SULLIVAN, as PRESIDENT and SECRETARY, respectively, of **Belvedere West Industrial Park Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

[Handwritten Signature] (Signature)

(Print Name)
Notary Public, State of Florida at Large



ACTIVE: 4196198_1

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on August 24, 2012, to Articles of Incorporation for BELVEDERE WEST INDUSTRIAL PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N05000010599.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-seventh day of August, 2012



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
BELVEDERE WEST INDUSTRIAL PARK CONDOMINIUM ASSOCIATION, INC.**

The undersigned officers of **Belvedere West Industrial Park Condominium Association, Inc.** do hereby certify that the following amendments to the Articles of Incorporation of said corporation are a true and correct copy as amended, pursuant to Article XI thereof, by the membership at a duly called and noticed meeting of the members held June 27, 2012. The amendments were adopted by the members and the number of votes cast for the amendments was sufficient for approval.

**AMENDMENTS TO THE
ARTICLES OF INCORPORATION OF
BELVEDERE WEST INDUSTRIAL PARK
CONDOMINIUM ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "strikeout")

FILED
12 AUG 24 AM 9:34
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLE XI
Amendments

A. A majority of the Board of Directors or a ~~majority~~ twenty-five percent (25%) of the voting members may propose alterations, amendments to, or the rescission of these Articles of Incorporation, so long as the proposals shall set forth the proposed alteration, amendment, or rescission; shall be in writing; shall be filed by the Board of Directors or a ~~majority~~ twenty-five percent (25%) of the members and shall thereupon call a Special Meeting of the members of the Association not less than ten (10) days nor more than thirty (30) days from receipt of the proposed amendment, the notice for which shall be given in the manner provided in the Bylaws. ~~An affirmative vote of seventy-five (75%) of the Board of Directors, and an affirmative vote of seventy-five (75%) of all votes of members of the Association shall be required for the adoption of the proposed alteration, amendment or rescission.~~

B. Adoption of Amendments. An amendment proposed pursuant hereto can be approved by the vote or written consent of the majority of the total voting interests of the Association. Amendments correcting errors, omissions, or scrivener's errors can be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

C. Effective Date. An amendment when adopted becomes effective upon being recorded in the Palm Beach County Public Records according to law.

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

WITNESS my signature hereto this 9 day of Aug, 2012, at West Palm Beach, Palm Beach County, Florida.

**BELVEDERE WEST INDUSTRIAL PARK
CONDOMINIUM ASSOCIATION, INC.**

Sharon Fritz
Witness Sharon Fritz

BY: Diane M. Licari (SEAL)
Diane M. Licari President

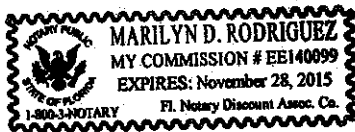
Robert Fritz
Witness Robert Fritz

ATTEST: Jerome J. Sullivan (SEAL)
Jerome Sullivan Secretary

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 9 day of August 2012, by DIANE M. LICARI and JEROME J. SULLIVAN, as PRESIDENT and SECRETARY, respectively, of Belvedere West Industrial Park Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.



Marilyn D. Rodriguez (Signature)

(Print Name)

Notary Public, State of Florida at Large



CFN 20120332851
 OR BK 25404 PG 1476
 RECORDED 08/21/2012 15:19:54
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1476 - 1480; (5pgs)

This instrument was prepared by:
MARTY PLATTS, ESQ.
 Becker & Poliakoff, P.A.
 625 North Flagler Drive - 7th Floor
 West Palm Beach, FL 33401
 (W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
 DECLARATION OF CONDOMINIUM OF
 BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 AND THE ARTICLES OF INCORPORATION AND BY-LAWS FOR
 BELVEDERE WEST INDUSTRIAL PARK
 CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the **Declaration of Condominium for Belvedere West Industrial Park, A Commercial Condominium**, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **19593** at Page **1838**; and

WHEREAS, the Articles of Incorporation and Bylaws are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of **Belvedere West Industrial Park Condominium Association, Inc.**, a Florida not-for-profit corporation, held **June 27, 2012**, the aforementioned Declaration of Condominium, Articles of Incorporation and Bylaws were amended pursuant to the provisions of said Declaration of Condominium, Articles of Incorporation and Bylaws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Condominium, Articles of Incorporation and Bylaws are a true and correct copy of the amendments as amended by the membership.

**AMENDMENTS TO THE
 DECLARATION OF CONDOMINIUM OF
 BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM**

(Additions shown by "underlining",
 deletions shown by "strikeout")

16. AMENDMENTS. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

5/12
 2012 80

* * *

16.2 PROPOSAL AND ADOPTION OF AMENDMENT.

a. ~~An amendment may be proposed by either the Board of Directors of the Association, or by Unit Owners owning fifty percent (50%) or more of the Common Elements. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within ten (10) days after the meeting.~~

b. ~~Except as otherwise provided, a resolution adopting the proposed amendments must be approved by not less than fifty percent (50%) of the entire membership of the Board of Directors and by Unit Owners owning seventy-five percent (75%) of the Common Elements. Until the first election of directors by the membership as provided for in the Articles of Incorporation, approval of a proposed amendment requires the vote of all of the directors for the amendment.~~

a. Proposal of Amendments. An amendment can be proposed by either a majority of the Directors or by twenty-five percent (25%) of the entire voting interests.

b. Adoption of Amendments. An amendment proposed pursuant hereto can be approved by the vote or written consent of the majority of the total voting interests of the Association.

* * *

AMENDMENTS TO THE ARTICLES OF INCORPORATION OF BELVEDERE WEST INDUSTRIAL PARK CONDOMINIUM ASSOCIATION, INC.

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLE XI Amendments

A. A majority of the Board of Directors or a majority twenty-five percent (25%) of the voting members may propose alterations, amendments to, or the rescission of these Articles of Incorporation, so long as the proposals shall set forth the proposed alteration, amendment, or rescission; shall be in writing; shall be filed by the Board of Directors or a majority twenty-five percent (25%) of the members and shall thereupon call a Special Meeting of the members of the Association not less than ten (10) days nor

more than thirty (30) days from receipt of the proposed amendment, the notice for which shall be given in the manner provided in the Bylaws. ~~An affirmative vote of seventy five (75%) of the Board of Directors, and an affirmative vote of seventy five (75%) of all votes of members of the Association shall be required for the adoption of the proposed alteration, amendment or rescission.~~

B. Adoption of Amendments. An amendment proposed pursuant hereto can be approved by the vote or written consent of the majority of the total voting interests of the Association. Amendments correcting errors, omissions, or scrivener's errors can be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

C. Effective Date. An amendment when adopted becomes effective upon being recorded in the Palm Beach County Public Records according to law.

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

* * *

**AMENDMENTS TO THE
BY-LAWS OF
BELVEDERE WEST INDUSTRIAL PARK
CONDOMINIUM ASSOCIATION, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

**ARTICLE XII
AMENDMENTS**

These Bylaws may be amended in the following manner:

A. Notice of the full statement of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

B. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that the above procedure would hinder, rather than assist, the understanding of the proposed

amendment, it is not necessary to use underlining and indicators of words not added or deleted, but a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw _____ for present text."

C. A Resolution adopting a proposed amendment may be proposed by either a majority of the Board of Directors of the Association or by twenty-five percent (25%) of the members of the Association. ~~Directors and members not present in person or by proxy at the meeting considering the amendments may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by:~~

~~1. Not less than seventy-five percent (75%) of the entire membership of the Board of Directors, and not less than a majority of the votes of the membership of the Association, either in person or by proxy; or~~

~~2. Not less than eighty percent (80%) of the votes of the entire membership of the Association; or~~

~~3. Until the first election of Directors by the members, by a majority of Directors selected by the Developer.~~

D. Adoption of Amendments. An amendment proposed pursuant hereto can be approved by the vote or written consent of the majority of the total voting interests of the Association. Amendments correcting errors, omissions, or scrivener's errors can be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

D E. Proviso. No amendment shall discriminate against any Unit Owner, nor against any Unit or class or group of Units, unless the Unit owners so affected shall consent. No amendment shall be made that is in conflict with the Declaration of Condominium. No amendment shall be passed which would operate to impair or prejudice the rights and/or liabilities of the mortgagee of any Unit.

E F. Execution and Recording. A copy of each amendment shall be attached to a Certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the President of the Association with the formalities of the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

F G. Nonmaterial errors or omissions in the Bylaw amendment process shall not invalidate an otherwise properly promulgated amendment.

* * * * *

WITNESS my signature hereto this 9 day of AUGUST, 2012, at West Palm Beach, Palm Beach County, Florida.

**BELVEDERE WEST INDUSTRIAL PARK
CONDOMINIUM ASSOCIATION, INC.**

Sharon Fritz
Witness
Sharon Fritz
(PRINT NAME)

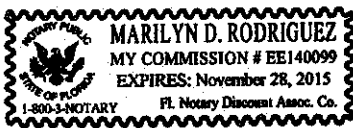
By: Diane M. Licari
Diane M. Licari President

Robert Fritz
Witness
Robert Fritz
(PRINT NAME)

Attest Jerome J. Sullivan
Jerome Sullivan Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 9 day of August 2012, by DIANE M. LICARI and Jerome J. Sullivan, as PRES. and SECRETARY respectively, of **Belvedere West Industrial Park Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.



Marilyn D. Rodriguez (Signature)

(Print Name)
Notary Public, State of Florida at Large

ACTIVE: 3974318_1



THIS INSTRUMENT IS PREPARED BY:
 Jane S. Hunston, Esquire
 BERROCAL & WILKINS, P.A.
 801 Maplewood Drive, Suite 22-A
 Jupiter, Florida 33458

CFN 20060196567
 OR BK 20148 PG 1922
 RECORDED 04/04/2006 15:09:07
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1922 - 1949; (28pgs)

AMENDMENT TO
DECLARATION OF CONDOMINIUM
 OF
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM

WHEREAS, the Declaration of Condominium of Belvedere West Industrial Park, a Commercial Condominium was recorded on November 29, 2005, in Official Record Book 19593, Page 1838, of the Public Records of Palm Beach County, Florida (the "Declaration"), and

WHEREAS, paragraph 2.1 of the Declaration specifically provides that at such time as substantial completion (as such term is used in the "Condominium Act") is achieved, an Amendment to the Declaration shall be recorded in the Public Records of Palm Beach County, Florida, containing an amended Exhibit "A", including the required Certificate of Substantial Completion from a surveyor, and

WHEREAS, as of the date hereof, substantial completion of all improvements has been achieved as evidenced by the amended Exhibit "A" to the Declaration, which is attached hereto and made a part hereof, including the required Certificate of Substantial Completion from Lidberg Land Surveying, Inc., authorized to practice in the State of Florida,

NOW, THEREFORE, the Declaration of Condominium of Belvedere West Industrial Park, a Commercial Condominium described above be and the same is hereby amended as follows:

1. Attached hereto and made a part hereof is a certification from a surveyor authorized to practice in the State of Florida, as required by Florida Statutes Sec. 718.104, certifying that the construction of the improvements described thereon is substantially complete so that the material contained in the amended Exhibit "A" to the Declaration which is attached hereto, together with the survey of the land contained therein, the graphic Description of the improvements in which the units are located, and the Plot Plan of the Condominium property, together with the provisions of the Declaration describing the Condominium property, contain an accurate representation of the location and dimensions of the improvements described thereon, and that the identification, location, dimensions of the common elements and of each unit described thereon may be determined from said materials.

2. The above-described portions of Exhibit "A" are, therefore, substituted for the prior portions of the original Exhibit "A" to the Declaration of Condominium above-described.
3. Exhibit "D" to the Declaration of Condominium is hereby amended to read as the Exhibit "D" attached hereto.
4. Excepting as modified herein, the Declaration of Condominium remains in full force and effect according to its terms.

IN WITNESS WHEREOF, McMillen Development, L.L.C., the Developer of Belvedere West Industrial Park, a Commercial Condominium, has executed this Amendment to the Declaration of Condominium of Belvedere West Industrial Park, a Commercial Condominium this ___ day of April, 2006.

McMILLEN DEVELOPMENT, L.L.C.
a Florida Limited Liability Company

BY: *Lacy McMillen*
Lacy McMillen, Managing Member

Joann B. Petroff
Printed Name: Joann B. Petroff

Laura Carroll
Printed Name: Laura Carroll

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME personally appeared Lacy McMillen, as Managing Member of McMILLEN DEVELOPMENT, L.L.C., a Florida Limited Liability Company, on behalf of the company, to me well known and known to me to be the individual described in and who executed the foregoing instrument as Managing Member, and acknowledge to and before me that he executed such instrument and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 4 day of April, 2006.



Joann B. Petroff
Notary Public, State of Florida
Printed Name: Joann B. Petroff
Commission Number: _____
My Commission Expires: _____

(NOTARY SEAL)

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA

SHEET INDEX

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3	LEGAL DESCRIPTION
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7-8	BOUNDARY SURVEY LOT 5
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10	LOT 1, BUILDING 1 FLOOR PLAN
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12	LOT 1, BUILDING 1 ELEVATION
13	LOT 1, BUILDING 2 EXTERIOR DIMENSIONS
14	LOT 1, BUILDING 2 FLOOR PLAN
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22	LOT 5, BUILDING 4 FLOOR PLAN
23	LOT 5, BUILDING 4 ROOF PLAN
24	LOT 5, BUILDING 4 ELEVATION

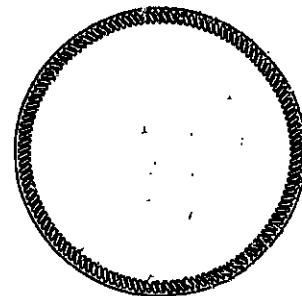
CERTIFICATION:

I HEREBY CERTIFY THAT THE ENCLOSED SHEETS 1 THROUGH 24, INCLUSIVE, WHICH COMPRISE THIS EXHIBIT "A", IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN TO INCLUDE THE COMMON ELEMENTS AND UNITS, AND THAT THE CONSTRUCTION OF BUILDINGS #1, #2, #3 AND #4 ARE SUBSTANTIALLY COMPLETE SUCH THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM FOR THE BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM, RECORDED IN OFFICIAL RECORD BOOK 19593, PAGE 1838, RESPECTIVELY DESCRIBING THE CONDDMINIUM 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 INCLUDED WITHIN SAID CONDOMINIUM CAN BE DETERMINED FROM THESE MATERIALS.

I HEREBY CERTIFY THAT THIS CONDOMINIUM BOUNDARY HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE RULE 61G17-6, PURSUANT TO CHAPTER 718.104(e), FLORIDA STATUTES, AND FIND THAT THERE ARE NO EASEMENTS, ENCROACHMENTS, OR USES AFFECTING THIS PROPERTY, THAT I HAVE KNOWLEDGE OF OTHER THAN THOSE SHOWN AND DEPICTED THEREON.

LIDBERG LAND SURVEYING, INC.

BY DAVID C. LIDBERG
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA NO. 3613



LIDBERG LAND SURVEYING, INC.

LB4431 675 West Indiantown Road, Suite 200,
 Janelle, Florida 33438 TEL. 561-746-8454

CAD. K:\UST \ 324342 \ 62-133 \ 04-118-308 \ 04-118-308.DGN			
REF.			
FLD.	FB.	PG.	JOB 04-118-308
OFF. CASASUS	-	-	DATE MARCH 2006
CKD. D.C.L.	SHEET 1	OF 24	DWG. A04-118K

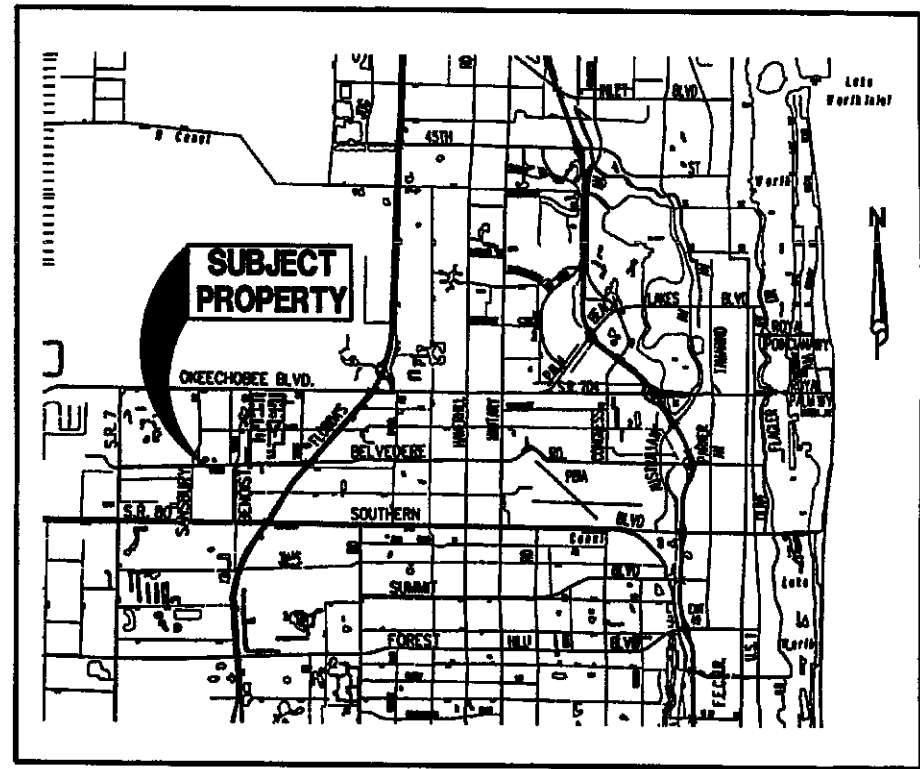
EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA

NOTES:

- 1) ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
- 2) WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS.
- 3) UPPER, LOWER AND PERIMETRICAL BOUNDARIES OF UNITS ARE DEFINED AND DESCRIBED IN THE DECLARATION OF CONDOMINIUM OF BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM.

ABBREVIATIONS:

- AC = AIR CONDITIONING
- BLDG. = BUILDING
- C.B. = CATCH BASIN
- C.M.P. = CORRUGATED METAL PIPE
- C.P.P. = CORRUGATED PLASTIC PIPE
- C.E. = COMMON ELEMENT
- CONC. = CONCRETE
- D.I.P. = DUCTILE IRON PIPE
- ELEV. = ELEVATION
- FL. = FLOOR
- FND. = FOUND
- I.R. = IRON ROD
- L.P. = LIGHT POLE
- L.C.E. = LIMITED COMMON ELEMENT
- M.H. = MANHOLE
- N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
- O.R.B. = OFFICIAL RECORD BOOK
- (P.) = AS SHOWN ON SUBJECT PLAT.
- P.B. = PLAT BOOK
- PG. = PAGE
- R.C.P. = REINFORCED CONCRETE PIPE
- SAN. = SANITARY
- TOB = TOP OF BANK
- TOE = TOE OF SLOPE
- TYP. = TYPICAL
- W.P.P. = WOOD POWER POLE



VICINITY MAP

LIDBERG LAND
SURVEYING, INC.

675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

LB4431

CAD. KAUST \ 324342 \ 62-133 \ 04-118-308 \ 04-118-308.DGN			
REF.			
FLO. -	FB. -	PG. -	JOB 04-118-308
OFF. CASASUS			DATE MARCH 2006
CKD. D.C.L.	SHEET 2	OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION:

ALL OF LOTS 1 AND 5, ACCORDING TO THE PLAT OF LEELAN WEST INDUSTRIAL PARK, RECORDED IN PLAT BOOK 62, PAGES 133 AND 134, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.


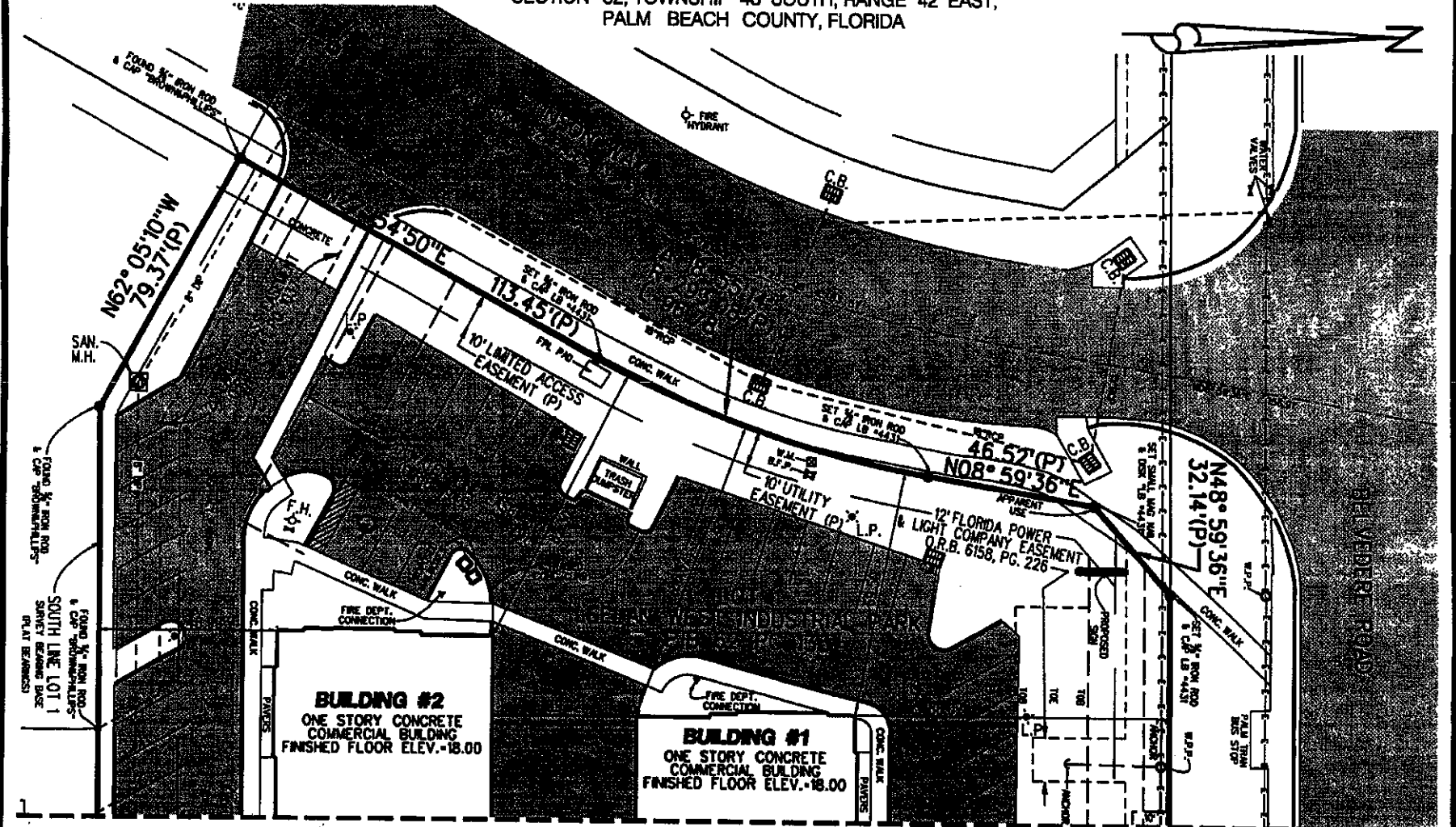
 LIDBERG LAND SURVEYING, INC. LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-748-8454	CAD. K:\UST \ 324342 \ 62-133 \ 04-118-308 \ 04-118-308.DGN		
	REF.		
	FLD. -	FB. PG.	JOB 04-118-308
	OFF. CASASUS	-	DATE MARCH 2006
CKD. D.C.L.	SHEET 3 OF 24	DWG. A04-118K	

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA



MATCH LINE SEE SHEET 5



LIDBERG LAND SURVEYING, INC.

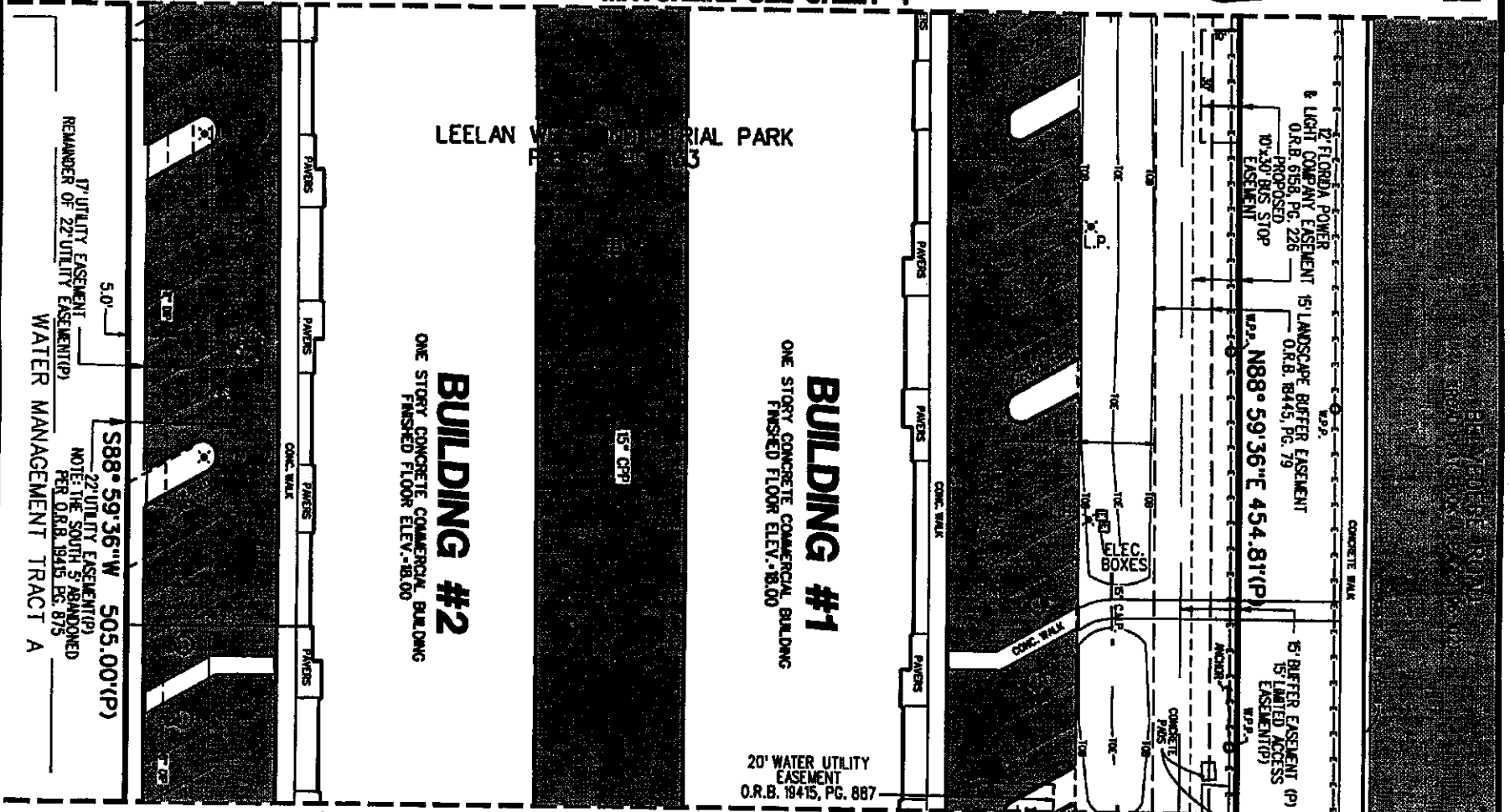
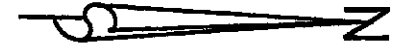
LB4431 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K\UST \ 324342 \ 62-133 \ 04-118-308 \ 04-118-308.DGN			
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		JOB	04-118-308
		DATE	MARCH 2006
		DWG.	A04-118K

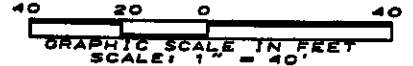
BOUNDARY SURVEY
LOT 1
PLAT BOOK 62
PAGES 133 - 134

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

MATCHLINE SEE SHEET 4



MATCHLINE SEE SHEET 6



BOUNDARY SURVEY
LOT 1
PLAT BOOK 62
PAGES 133 - 134

LIDBERG LAND SURVEYING, INC.

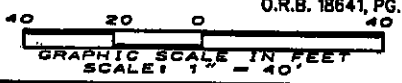
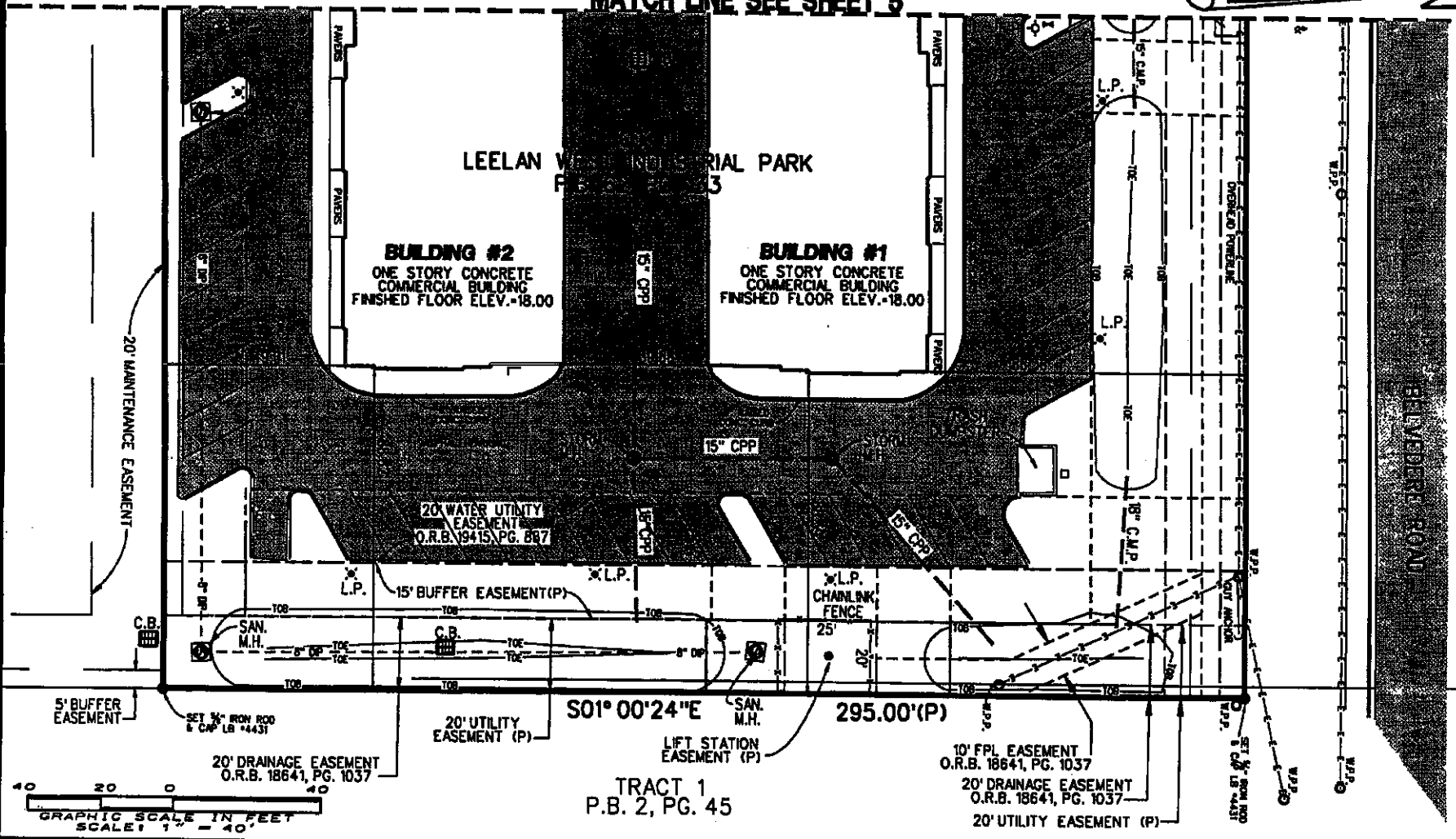
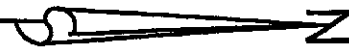
LB4431 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL 561-746-9454

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OFF. CASASUS			DATE MARCH 2006
CKD. D.C.L.	SHEET 5	OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

MATCH LINE SEE SHEET 5



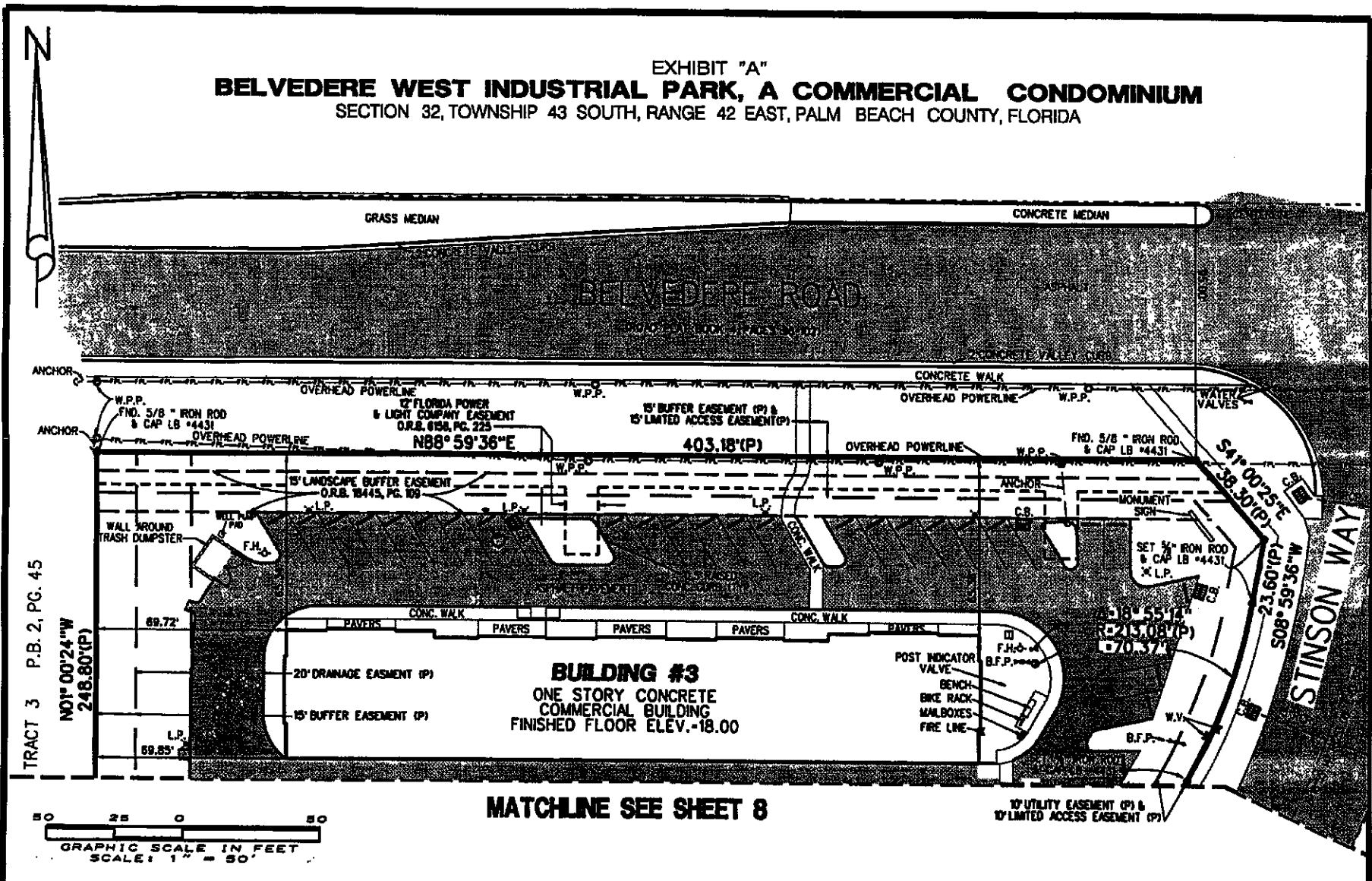
LIDBERG LAND SURVEYING, INC.

LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 361-746-8454

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	6	24	MARCH 2006
			DWG.
			A04-118K

BOUNDARY SURVEY
LOT 1
PLAT BOOK 62
PAGES 133 - 134

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



LIDBERG LAND SURVEYING, INC.

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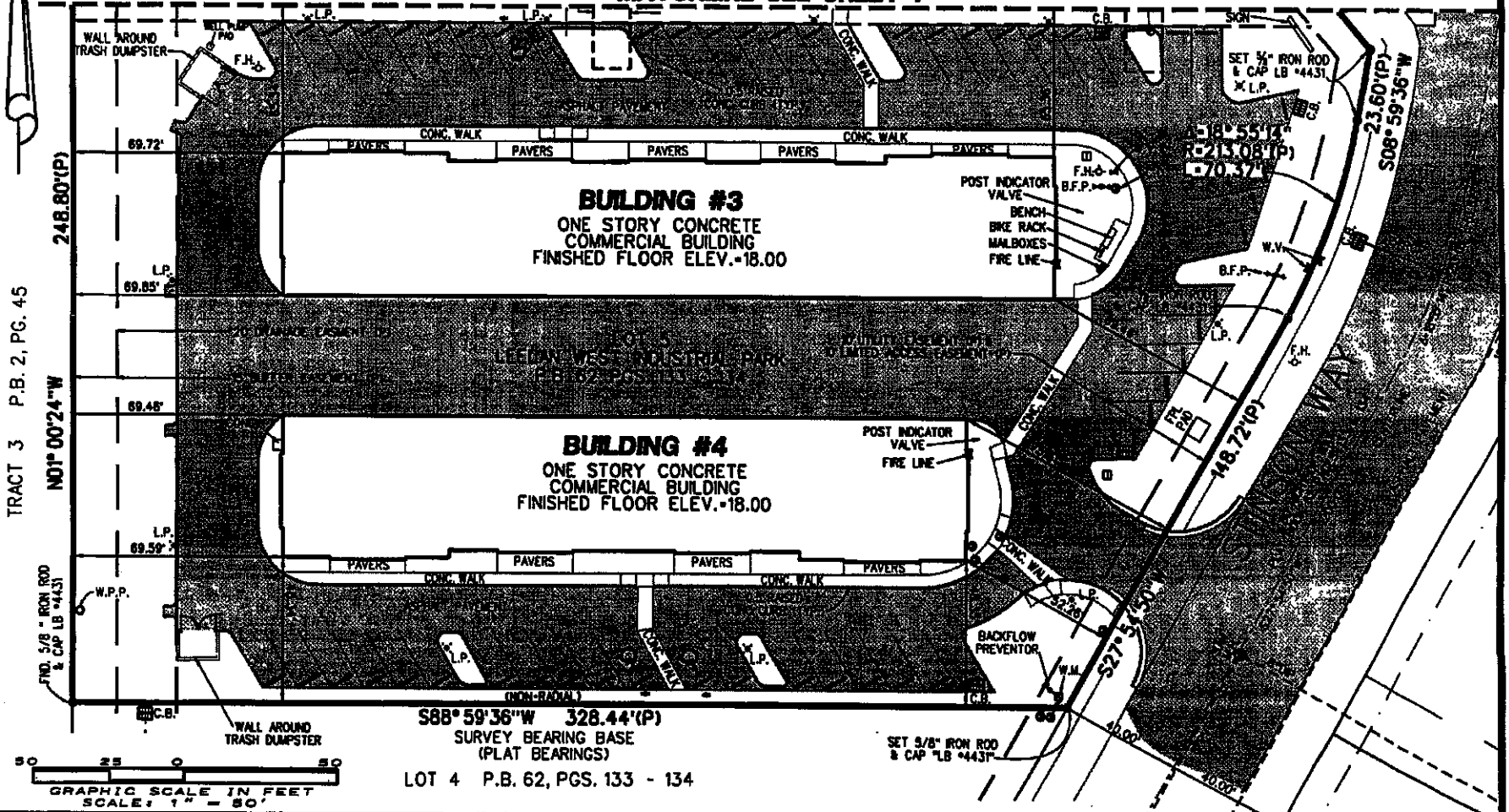
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OFF. CASASUS			DATE MARCH 2006
CKD. D.C.L.	SHEET 7	OF 24	DWG. A04-118K

BOUNDARY SURVEY
LOT 5
PLAT BOOK 62,
PAGES 133-134

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

MATCHLINE SEE SHEET 7



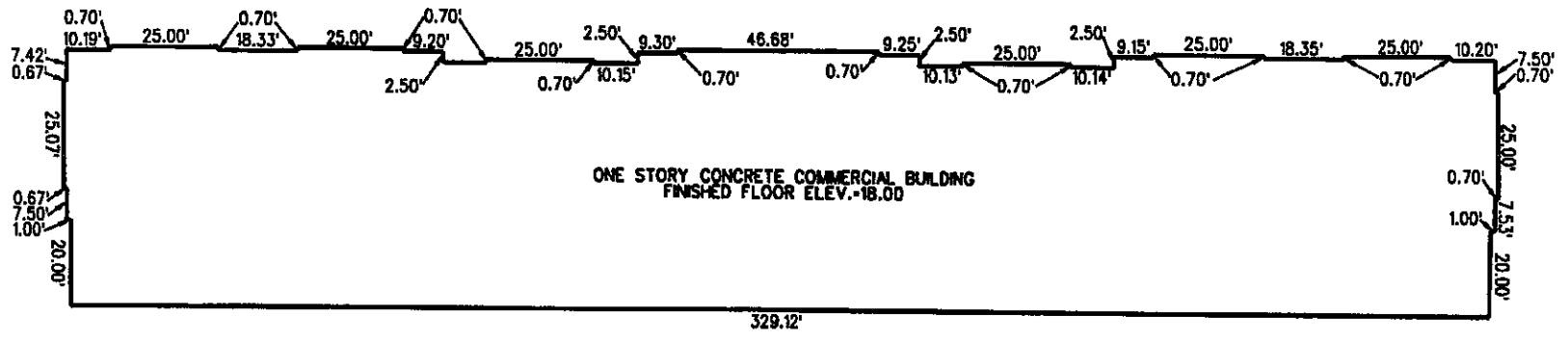
LIDBERG LAND SURVEYING, INC.

LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

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OFF. CASASUS			DATE MARCH 2006
CKD. D.C.L.	SHEET 8	OF 24	DWG. A04-118K

BOUNDARY SURVEY
LOT 5
PLAT BOOK 62,
PAGES 133-134

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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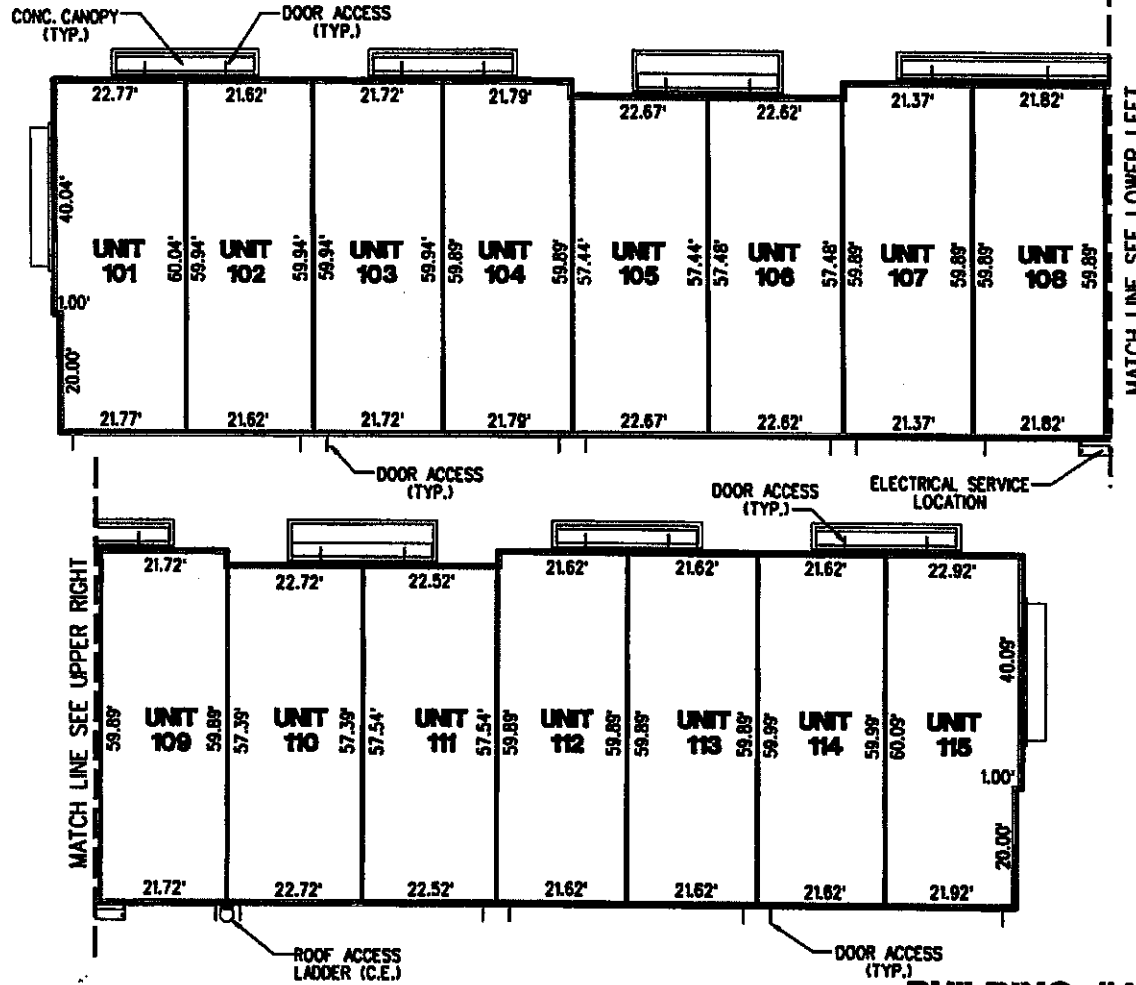
BUILDING #1 - EXTERIOR DIMENSIONS



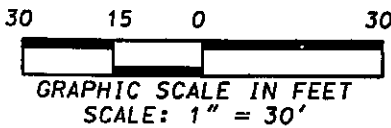
LIDBERG LAND SURVEYING, INC.
 LB4431
 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL: 561-746-8454

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OFF. CASASUS	-	-	DATE MARCH 2006
CKD. D.C.L.	SHEET 9	OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA



BUILDING #1 FLOOR PLAN

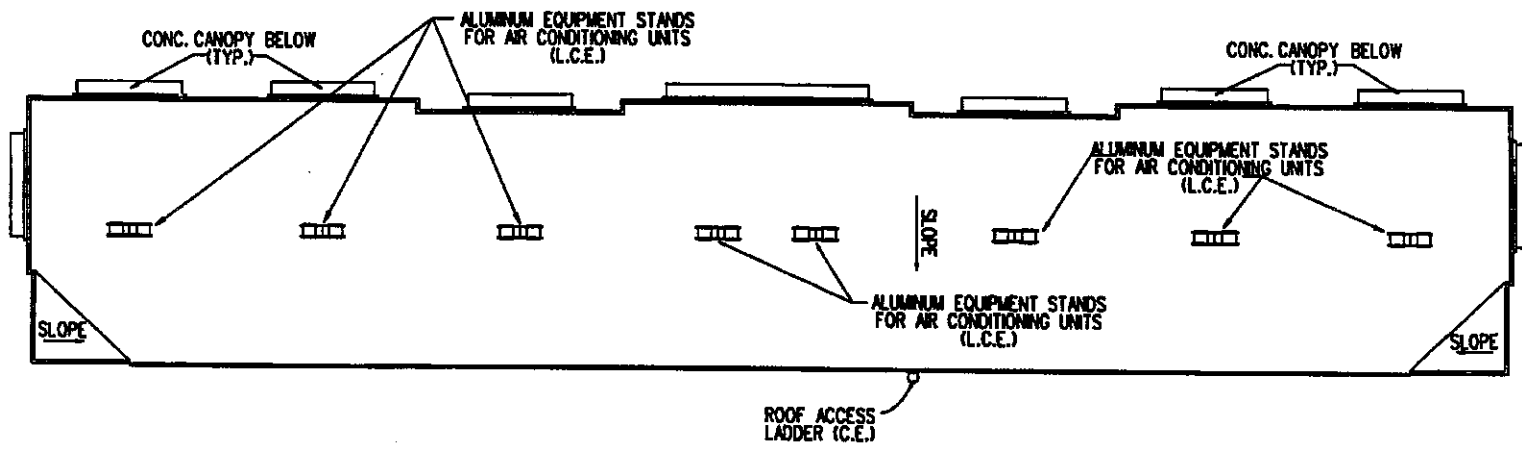


LIDBERG LAND SURVEYING, INC.

LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

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OFF. CASASUS			DATE MARCH 2006
CKD. D.C.L.	SHEET 10	OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



BUILDING #1 - ROOF LEVEL

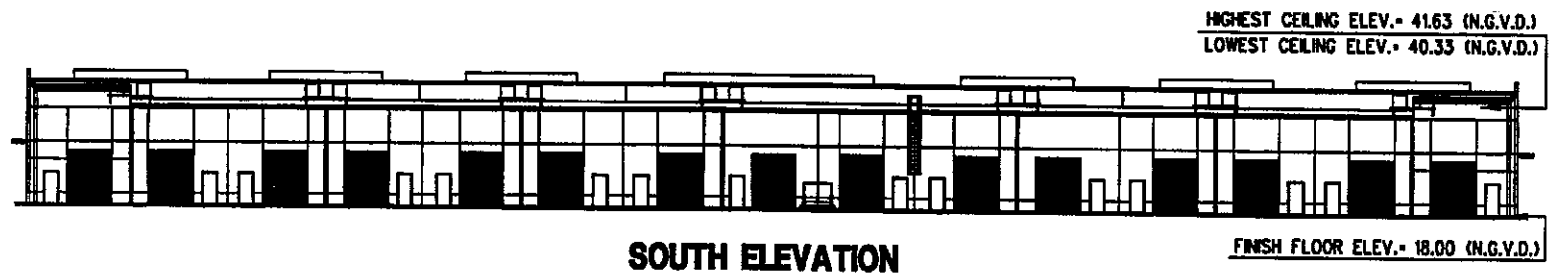
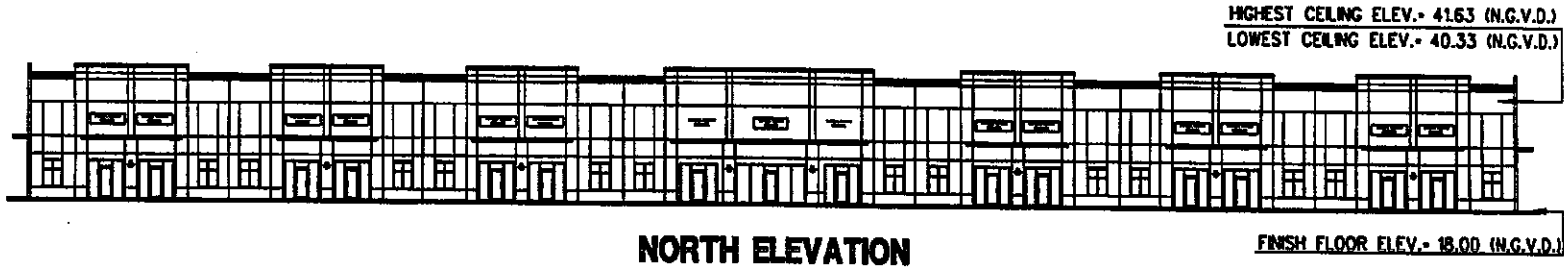


LIDBERG LAND SURVEYING, INC.

LB4431 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

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CKD. D.C.L.	SHEET 11 OF 24	DWG. A04-118K	

EXHIBIT "A"
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 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA



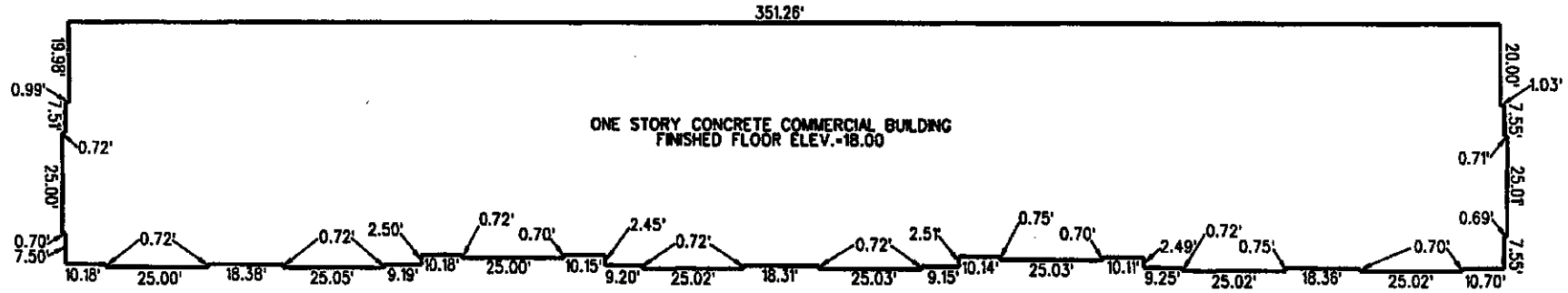
BUILDING #1 - ELEVATION VIEWS



LIDBERG LAND SURVEYING, INC.
 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454
 LB4431

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CKD. D.C.L.	SHEET 12	OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



BUILDING #2 - EXTERIOR DIMENSIONS



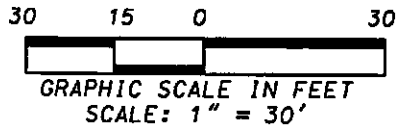
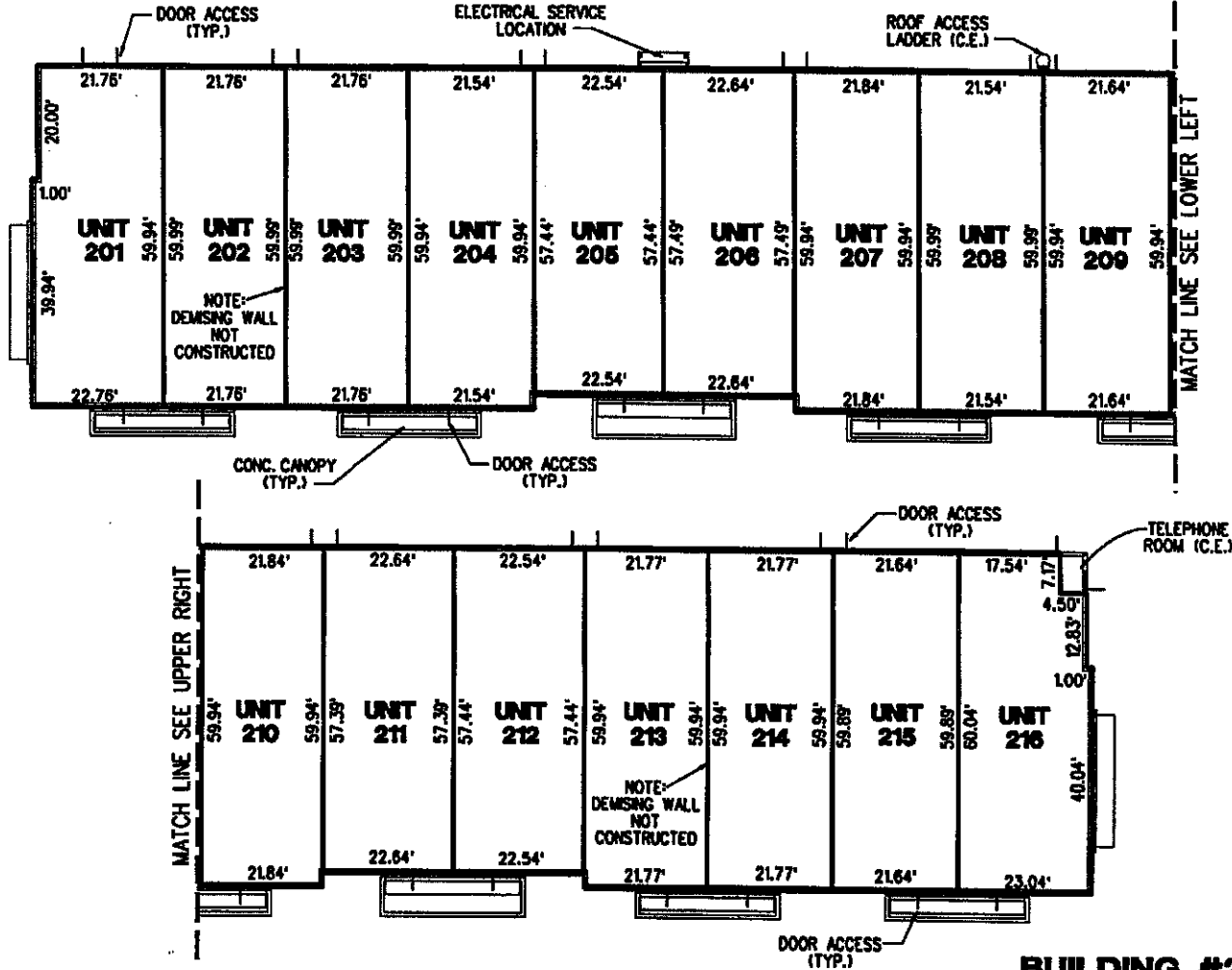
LIDBERG LAND SURVEYING, INC.

LB4431

675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

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CKD. D.C.L.	SHEET 13	OF 24	DWG. A04-118K

EXHIBIT "A"
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 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA



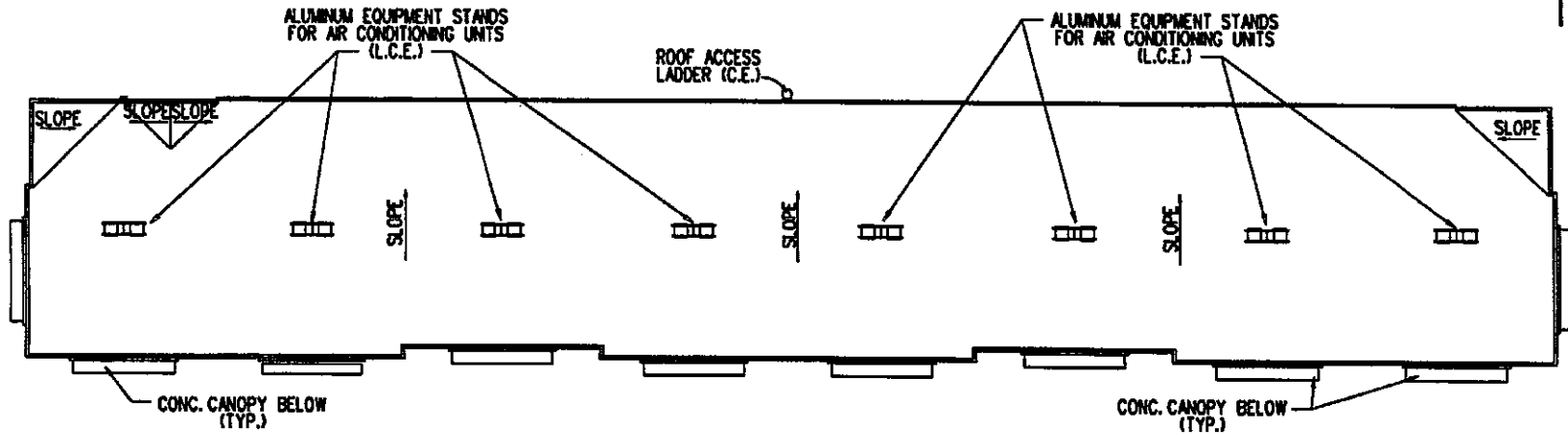
BUILDING #2 FLOOR PLAN

LIDBERG LAND SURVEYING, INC.

LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

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OFF. CASASUS			DATE MARCH 2006
CKD. D.C.L.	SHEET 14	OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



BUILDING #2 - ROOF LEVEL



LIDBERG LAND SURVEYING, INC.

675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

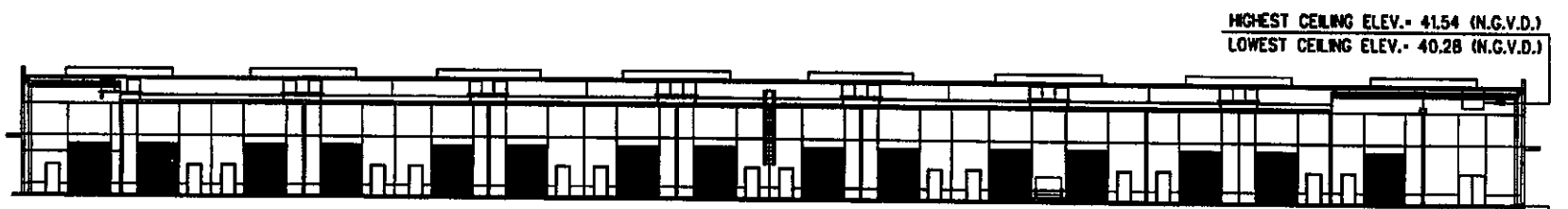
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OFF. CASASUS			DATE MARCH 2006
CKD. D.C.L.	SHEET 15	OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA



SOUTH ELEVATION



NORTH ELEVATION

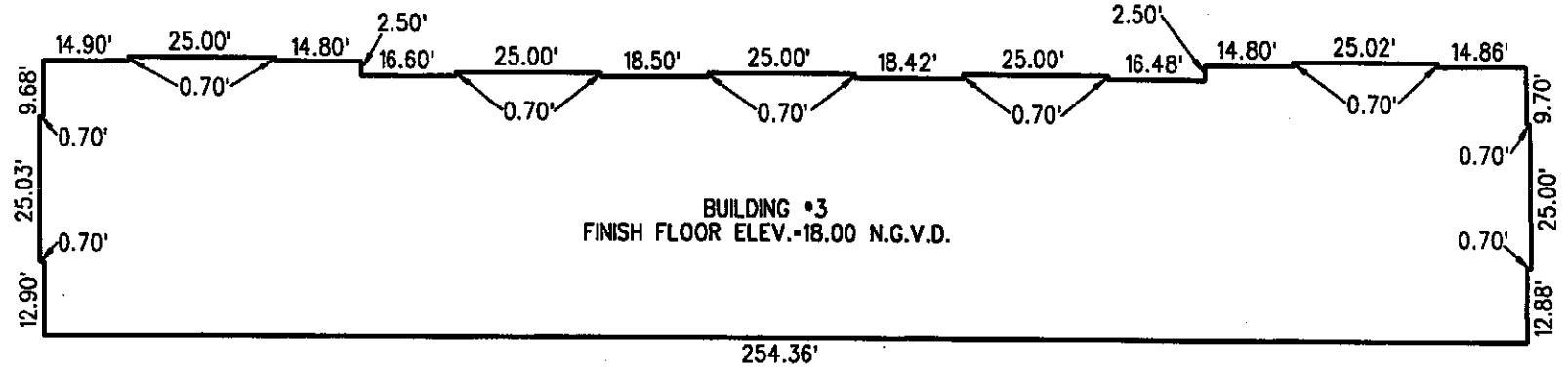
BUILDING #2 - ELEVATION VIEWS



LIDBERG LAND SURVEYING, INC.
 LB4431 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

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CRD. D.C.L.	SHEET 16	OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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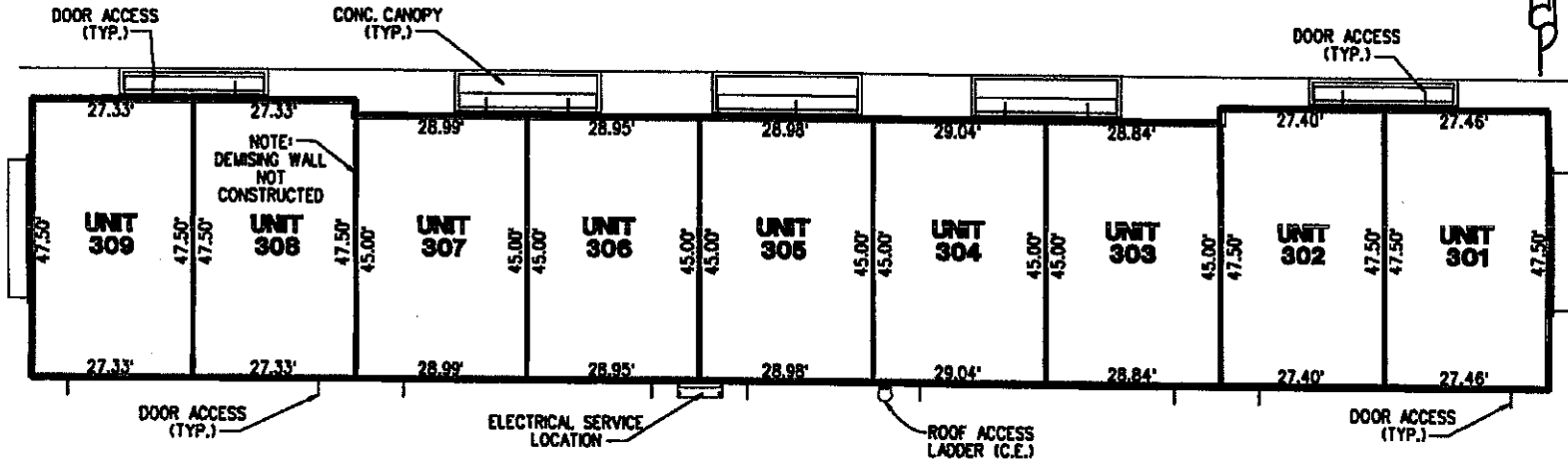
BUILDING #3 - EXTERIOR DIMENSIONS



LIDBERG LAND SURVEYING, INC.
 LB4431 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

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OFF. CASASUS	-	-	DATE MARCH 2006
CKD. D.C.L.	SHEET 17 OF 24	DWG. A04-118K	

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA



BUILDING #3 FLOOR PLAN



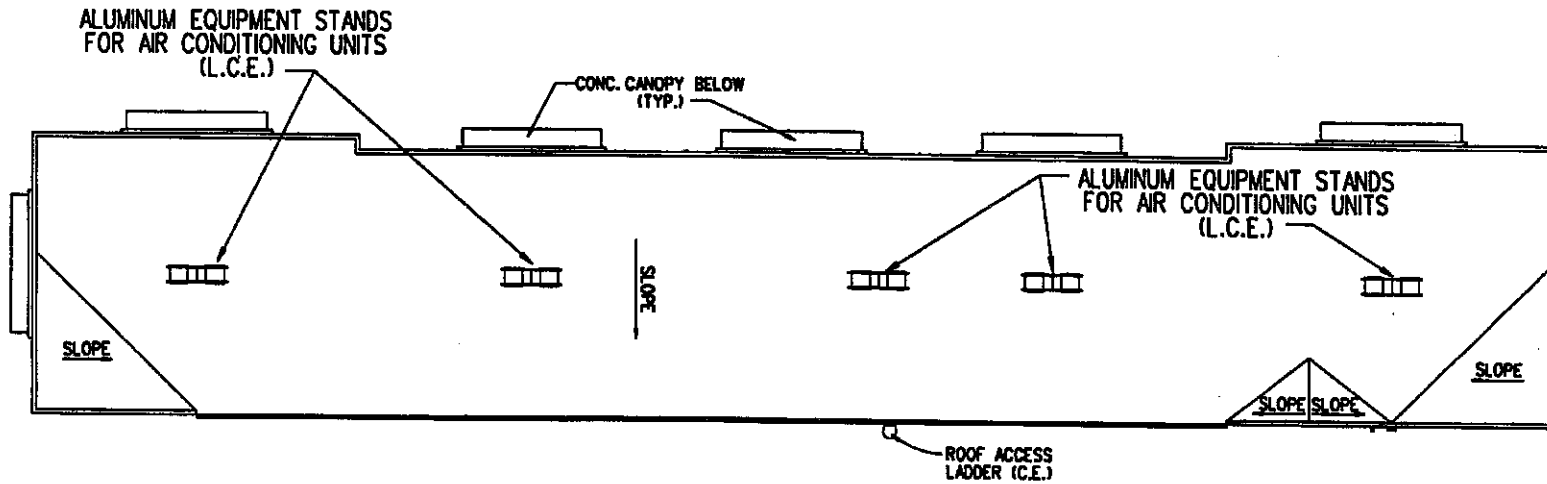
LIDBERG LAND SURVEYING, INC.

LB4431

675 West Indian Town Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

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OFF. CASASUS			DATE MARCH 2006
CKD. D.C.L.	SHEET 18	OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



BUILDING #3 - ROOF LEVEL



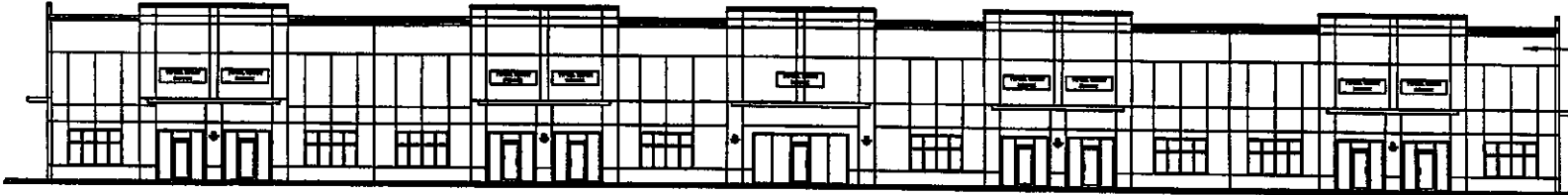
LIDBERG LAND SURVEYING, INC.

LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

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OFF. CASASUS	-	-	DATE MARCH 2006
CKD. D.C.L.	SHEET 19 OF 24	DWG. A04-118K	

EXHIBIT "A"
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 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA

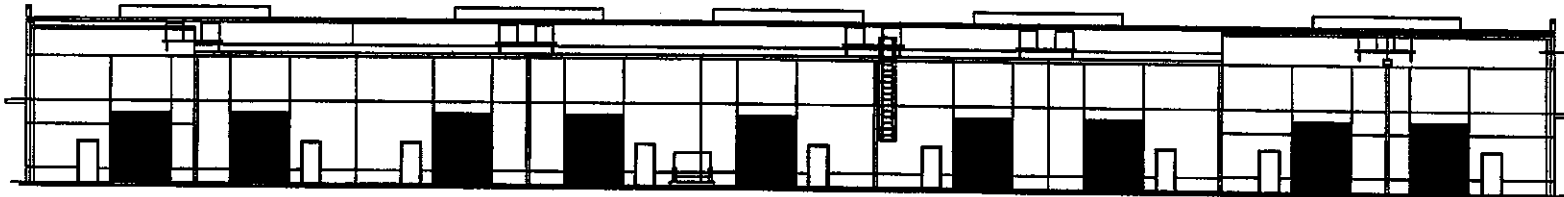
HIGHEST CEILING ELEV.- 41.76
 LOWEST CEILING ELEV.- 40.37



NORTH ELEVATION

FINISH FLOOR ELEV.- 18.00

HIGHEST CEILING ELEV.- 41.76
 LOWEST CEILING ELEV.- 40.37



SOUTH ELEVATION

FINISH FLOOR ELEV.- 18.00

BUILDING #3 - ELEVATION VIEWS



LIDBERG LAND SURVEYING, INC.

LB4431

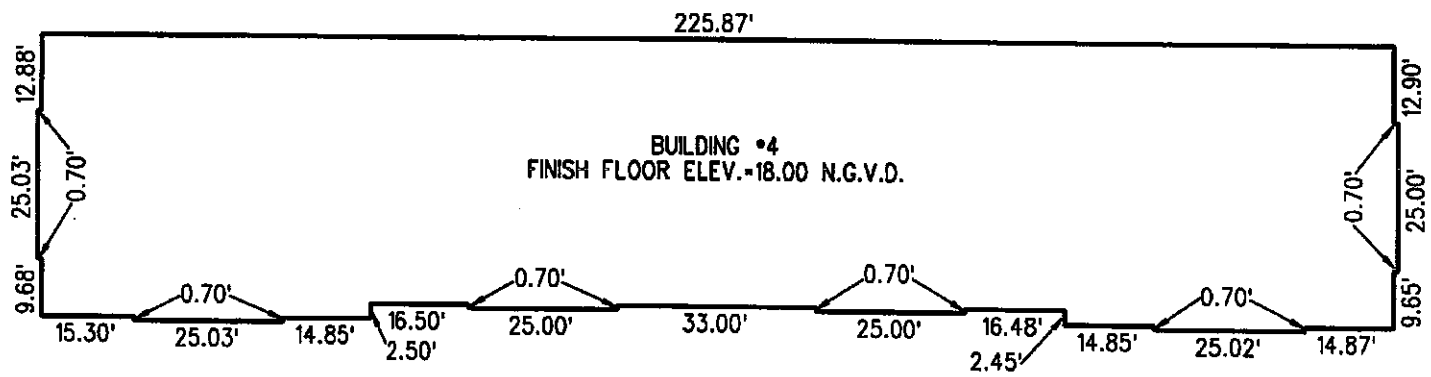
675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

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OFF. CASASUS		DATE MARCH 2006
CKD. D.C.L.	SHEET 20 OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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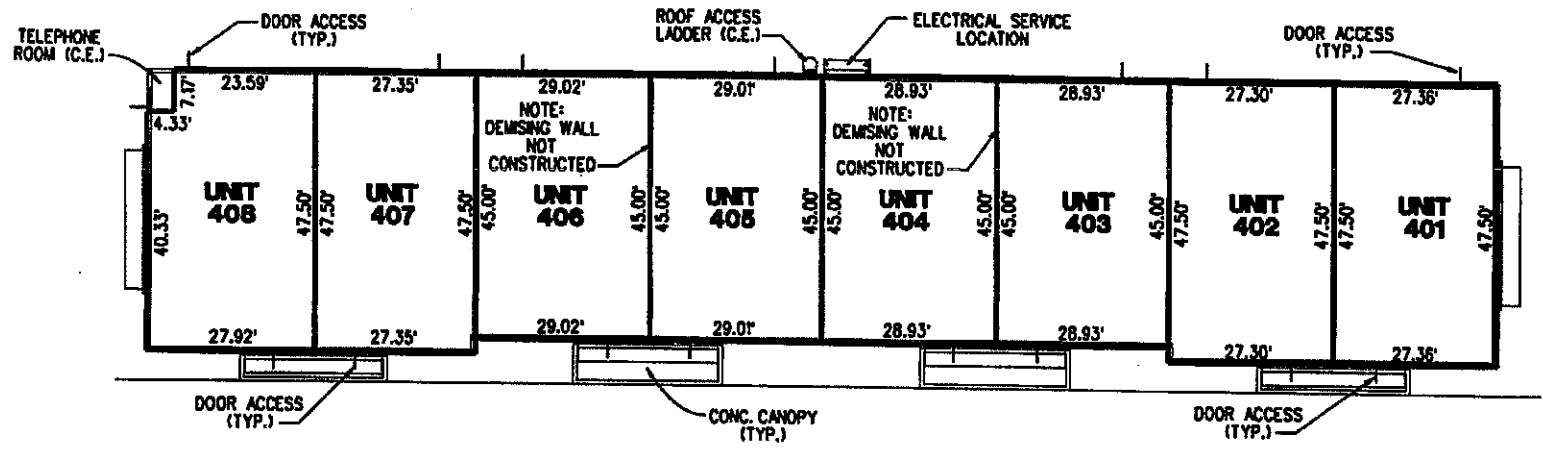


BUILDING #4 - EXTERIOR DIMENSIONS

LIDBERG LAND SURVEYING, INC.
 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

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OFF. CASASUS	-	-	DATE MARCH 2006
CKD. D.C.L.	SHEET 21	OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA



BUILDING #4 FLOOR PLAN

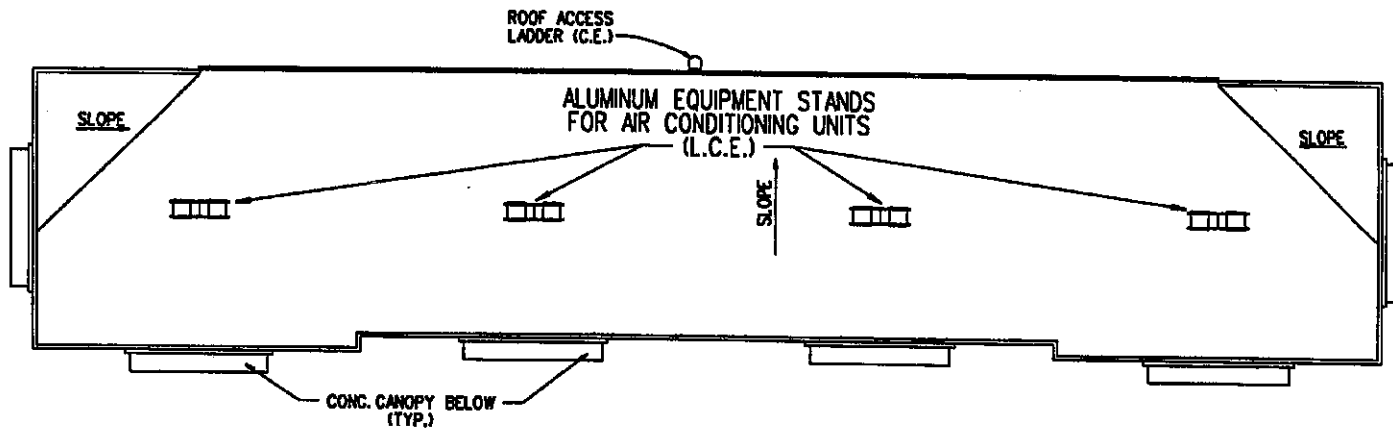


LIDBERG LAND SURVEYING, INC.

LB4431 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

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OFF. CASASUS	-	-	DATE MARCH 2006
CKD. D.C.L.	SHEET 22 OF 24	DWG. A04-118K	

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



BUILDING #4 - ROOF LEVEL



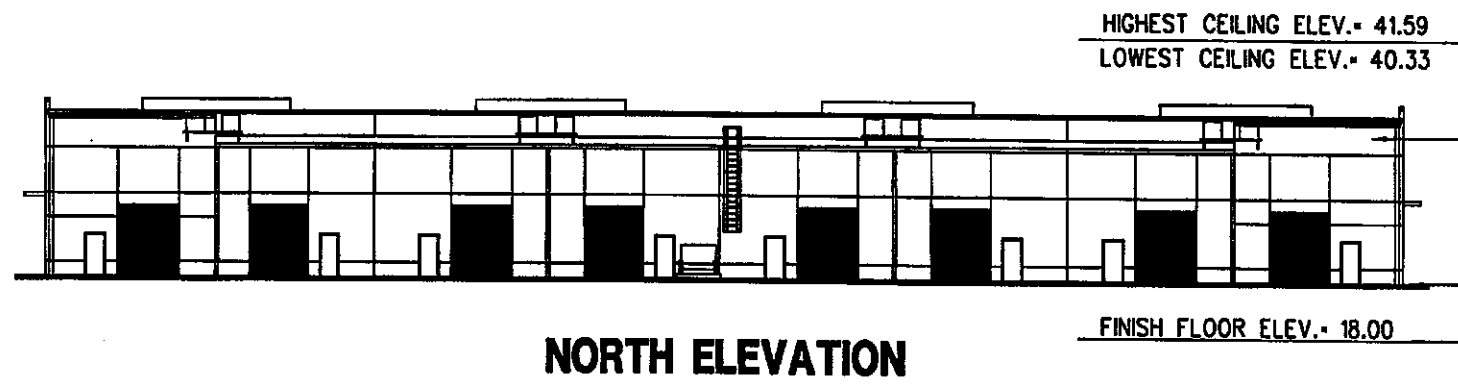
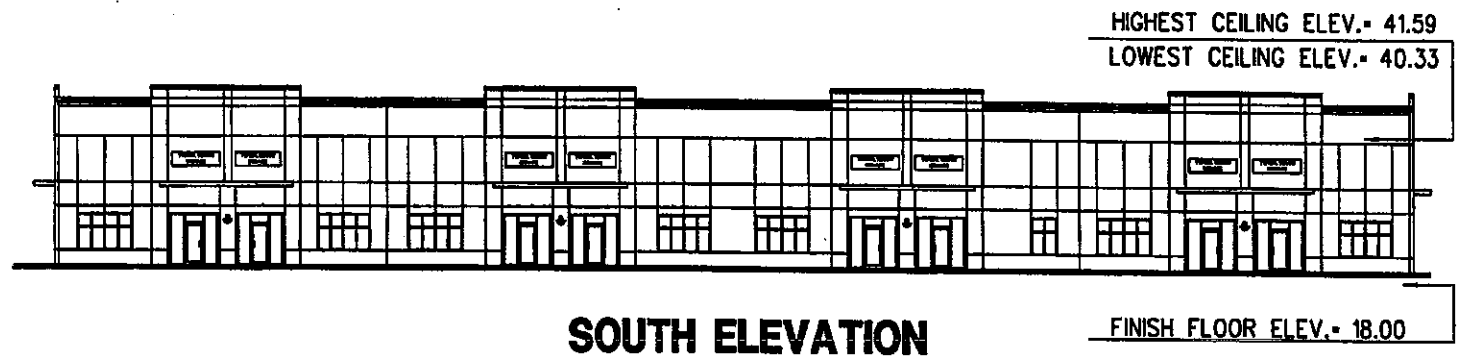
LIDBERG LAND SURVEYING, INC.

LB4431

675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

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OFF. CASASUS			DATE MARCH 2006
CKD. D.C.L.	SHEET 23	OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA



BUILDING #4 - ELEVATION VIEWS



LIDBERG LAND SURVEYING, INC.
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 Jupiter, Florida 33458 TEL. 561-746-8454
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CAD. K\AUST \ 324342 \ 62-133 \ 04-118-308 \ 04-118-308.DGN			
REF.			
FLD.	FB.	PG.	JOB 04-118-308
OFF. CASASUS			DATE MARCH 2006
CKD. D.C.L.	SHEET 24	OF 24	DWG. A04-118K

EXHIBIT "D"

BELVEDERE WEST INDUSTRIAL PARK
a Commercial Condominium

PERCENTAGE OF UNIT OWNERSHIP

<u>UNIT NUMBER</u>	<u>AREA (SQ. FT.)</u>	<u>PERCENTAGE PER UNIT</u>	<u>VOTES PER UNIT</u>
LOT 1, BUILDING 1		TOTAL SQUARE FOOTAGE: 19,585	
101	1,347	2.15	1
102	1,297	2.07	1
103	1,302	2.08	1
104	1,305	2.09	1
105	1,302	2.08	1
106	1,300	2.08	1
107	1,280	2.05	1
108	1,307	2.09	1
109	1,301	2.08	1
110	1,304	2.09	1
111	1,296	2.07	1
112	1,295	2.07	1
113	1,295	2.07	1
114	1,297	2.07	1
115	1,357	2.17	1

LOT 1, BUILDING 2

TOTAL SQUARE FOOTAGE: 20,902

201	1,344	2.15	1
202	1,305	2.09	1
203	1,305	2.09	1
204	1,291	2.06	1
205	1,295	2.07	1
206	1,302	2.08	1
207	1,309	2.09	1
208	1,292	2.07	1
209	1,297	2.07	1
210	1,299	2.08	1
211	1,299	2.08	1
212	1,295	2.07	1
213	1,305	2.09	1
214	1,305	2.09	1
215	1,296	2.07	1
216	1,331	2.13	1

LOT 5, BUILDING "3"

301	1,305	2.09	1
302	1,301	2.08	1
303	1,298	2.08	1
304	1,307	2.09	1
305	1,304	2.09	1
306	1,303	2.08	1
307	1,305	2.09	1
308	1,298	2.08	1
309	1,298	2.08	1

LOT 5, BUILDING "4"

401	1,300	2.08	1
402	1,297	2.07	1
403	1,302	2.08	1
404	1,302	2.08	1
405	1,306	2.09	1
406	1,306	2.09	1
407	1,299	2.08	1
408	1,295	2.07	1

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PREPARED BY AND RETURN TO:
BERROCAL & WILKINS, P.A.
801 Maplewood Drive Suite 22-A
Jupiter, FL 33458

CFN 20050730985
OR BK 19593 PG 1838
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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1838 - 1942; (105pgs)

**DECLARATION OF CONDOMINIUM
OF
BELVEDERE WEST INDUSTRIAL PARK,
A COMMERCIAL CONDOMINIUM**

McMillen Development, L.L.C., a Florida limited liability company, hereinafter "Sponsor", being the owner of record of the fee simple title to the real property situate, lying and being in Palm Beach County, Florida, as more particularly described in the Exhibit attached hereto as Exhibit "A", which is incorporated herein by reference, does hereby state and declare that said realty, together with improvements thereon, is submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (F.S. 718, et. seq.) and does hereby file this Declaration of Condominium.

1. PURPOSE; NAME AND ADDRESS; LEGAL DESCRIPTION; EFFECT.

no definition

1.1 PURPOSE. The purpose of this Declaration is to submit the lands and improvements herein described to condominium ownership and use in the manner prescribed by the Laws of the State of Florida. Except where variances permitted by law appear in this Declaration, in the exhibits attached hereto, or in lawful amendments to any of them, the provisions of the Condominium Act, as constituted on the date of this Declaration, including the definitions therein contained, are adopted and included herein by express reference.

1.2 NAME AND ADDRESS. The name of this Condominium is as specified in the title of this document. The address shall be the name of the Condominium together with 999 and 1000 Stinson Way, West Palm Beach, Florida 33411.

1.3 THE LAND. The real property described on Exhibit "A" is the Condominium Property hereby submitted to condominium ownership. Such property is subject to such easements, restrictions, reservations and rights of way of record, together with those contained or provided for in this instrument and the Exhibits attached hereto.

1.4 EFFECT. All of the provisions of this Declaration of Condominium and all Exhibits attached hereto shall be binding upon all Unit Owners and are enforceable equitable servitudes running with the land and existing in perpetuity until this Declaration is revoked and the Condominium is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise or mortgage of any portion of the Condominium Property, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof.

Both the burdens imposed and the benefits granted by this instrument shall run with each Unit as herein defined.

2. SURVEY AND DESCRIPTION OF IMPROVEMENTS; AMENDMENTS THERETO; DEVELOPMENT PLAN.

2.1 SURVEY. Annexed hereto and made a part hereof as Exhibit "A" is a survey of the land, graphic description, and plot plans of the improvements constituting the Condominium, identifying the Units, Common Elements and any Limited Common Elements and their respective locations and approximate dimensions. Each Unit is identified on Exhibit "A" by a specific number combined in some cases with a letter. No Unit bears the same number as any other Unit. The parking area is delineated thereon. The percentage of ownership of undivided interests in the Common Elements appurtenant to each Unit is designated on Exhibit "D" attached hereto and incorporated herein by reference. In the event that substantial completion (as such term is used in the Condominium Act) of construction of the improvements contained in the Condominium Property may not have been achieved at the time of recording of this Declaration of Condominium, then, at such time as substantial completion of such improvements is achieved, an amendment to this Declaration shall be filed which shall contain an amended Exhibit "A" which shall include the required certificate of substantial completion from the surveyor as required by the Condominium Act.

2.2 RIGHT TO ALTER. Sponsor reserves the right to alter the interior design, boundaries and arrangements of all Units as long as Sponsor owns the Units so altered. Said alteration shall be accomplished by an amendment to this Declaration, which need only be signed by Sponsor without the approval of any other party. Sponsor shall unilaterally reapportion, if necessary, the shares of ownership in the Common Elements appurtenant to the Units concerned.

2.3 SUITE PLAN. The location, size and boundaries of the Units are shown on Exhibit "A". None of these Units may be divided or subdivided into a smaller Unit or Units, except as otherwise provided herein. One or more contiguous Units that are owned by the same person or persons may be combined into a Suite. All walls shall contain soundproofing materials and shall be constructed only after the plans have been approved by Sponsor. Said walls shall not be a common or party wall, unless approved by the Sponsor and owners of the contiguous Units (i.e. sharing a common boundary), and shall be the maintenance obligation of the Unit Owner or Suite Owner of the Unit in which the wall is constructed. The share in the common elements appurtenant to a Suite, the percentage of shared common expenses and common surplus attributable to a Suite, and the membership vote in the Association attributable to a Suite shall be determined by combining the shares, percentages, votes, etc. as set forth on Exhibit "D" for the Units that comprise the Suite. There shall be no obligation to construct a wall or walls between adjoining Units of a Suite. A Unit Owner or Suite Owner may subsequently purchase additional Units and if said Units are adjacent to Units owned by them, these additional Units may be combined with the Units already owned into a Suite or into a larger Suite. A Suite Owner may sell or transfer any of the Units that he owns even though said sale or transfer will break-up, divide or subdivide the Suite into smaller Suites or into Units; provided, however, that any such division or subdivision of a Suite shall only occur along Unit boundary lines as shown on Exhibit "A". Accordingly, a Unit Owner or Suite Owner must always sell or transfer whole Units and not

fractions of Units; however, the provisions of this sentence shall not be deemed to prevent ownership of Units as tenants in common or joint tenants or similar type ownership interests. A Unit Owner or Suite Owner that purchases additional Units, the purchasers or a transferee of a Unit or Units from a previous Suite; and a Suite Owner who sells or transfers some but not all of the Units in his Suite shall comply with the foregoing provisions requiring a wall between adjacent Units or Suites that are not owned by the same person or persons. Any double wall that no longer is the boundary between two Units owned by different persons may be removed or left in place at the discretion of the Owner. Whenever a Unit or Suite is enlarged by combining additional Units or whenever a Suite is divided or subdivided into Units or smaller Suites, the share of the Common Elements appurtenant to the resulting Unit or Suites, the percentage of shares of Common Expenses and Common Surplus attributable to the resulting Unit or Suite, and the membership vote in the Association attributable to the resulting Unit or Suite shall be determined by combining or dividing, as the case may be, the shares in the Common Elements, Common Expenses and Common Surplus and the Association votes set forth on Exhibit "D" for each Unit in the resulting Suite Unit.

3. DEFINITION OF TERMS. The terms used in this Declaration and the Exhibits attached hereto shall have the meanings stated in the Condominium Act (Sec. 718.101, Fla. Stat.) and as follows, unless the context otherwise requires.

3.1 "Articles of Incorporation", means the Articles of Incorporation of the Association, heretofore filed in the Office of the Secretary of State of the State of Florida, as they exist from time to time (Exhibit "B").

3.2 "Assessment" means a share of the funds required for the payment of Common Expenses which is assessed against the unit owners from time to time.

3.3 "Association" means BELVEDERE WEST Industrial Park Condominium Association, Inc., a non-profit Florida corporation and its successors, which is the entity responsible for the operation of the Condominium.

3.4 "Board" or "Board of Directors" means the Board of Directors of the Association responsible for the administration of the Association.

3.5 "By-Laws" means the By-Laws of the afore described Association as they exist from time to time. (Exhibit "C").

3.6 "Common Elements" means the portions of the Condominium Property not included in the Units.

3.7 "Common Expense" means all the expenses and assessments properly incurred by the Association for this Condominium, and all other expenses declared Common Expenses by provisions of this Declaration. Common Expenses shall also mean any valid charge against the Condominium Property as a whole. Common Expenses shall include water and sewer charges for the entire Condominium.

3.8 "Common Surplus" means the excess of all receipts of the Association from this Condominium, including but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, in excess of the amount of Common Expenses.

3.9 "Condominium" means that form of ownership of Condominium Property under which Units are subject to ownership by one or more owners, and there is appurtenant to each Unit as part thereof an undivided share in the Common Elements. The term shall also mean the Condominium established by the Declaration.

3.10 "Condominium Act" means the Condominium Act of The State of Florida (Florida Statutes, Chapter 718) in existence as of the date of this Declaration.

3.11 "Condominium Documents" means this Declaration, the Survey Exhibit, Articles of Incorporation of the Association, and By-Laws of the Association.

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

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

3.14 "Declaration" or "Declaration of Condominium" means this instrument and all Exhibits attached as they may be amended from time to time.

3.15 "Institutional Mortgage" means a State or Federal Bank, Savings and Loan Association, Insurance Company, Real Estate Investment Trust, Union Pension Fund, or an Agency of the United States Government or like entity being a mortgagee of a Unit.

3.16 "Limited Common Elements" means and includes any Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

3.17 "Limited Common Expenses" means the expenses for which some but not all of the Unit Owners are liable to the Association.

3.18 "Occupant" means the person or persons other than the Unit Owner in actual possession of a Unit or a portion of a Unit.

3.19 "Special Assessment" means a share of the funds required for the payment of Common Expenses, which are unbudgeted or for which insufficient provision is made in the budget, occasioned by unforeseeable and fortuitous events, which from time to time is assessed against the Unit Owners.

3.20 "Sponsor" means McMillen Development, L.L.C., a Florida limited liability company, its successors and assigns, which has created this Condominium.

3.21 "Suite" means two or more contiguous Units that are owned by the same person or persons and that are operated by the Suite Owner as if the Suite were a single Unit. The share of the Common Elements appurtenant to a Suite, the percentage of shared Common Expenses and Common Surplus attributable to a Suite, and the membership vote in the Association attributable to a Suite shall be determined by combining the shares in the Common Elements, Common Expenses and Common Surplus, and Association votes set forth on Exhibit "D" for all the Units contained in the Suite. Whenever the context requires or admits herein or in the other Condominium Documents, the term "Unit" shall be deemed to refer to a Suite.

3.22 "Suite Owner" means a Unit Owner who owns two or more contiguous Units and who chooses to operate the combined Units as if they were a single Unit. Whenever the context requires or admits herein or in the other Condominium Documents, the term "Unit Owner" shall be deemed to refer to a "Suite Owner".

3.23 "Unit" or "Condominium Unit" means a part of the Condominium Property which is to be subject to exclusive ownership as specified in this Declaration.

3.24 "Unit Owner" means the owner of a Condominium Parcel.

The definitions herein contained shall prevail as the context requires whether or not the same are capitalized in their usage herein.

4. INTEREST IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS, OWNERSHIP AND BOUNDARIES OF UNITS AND SUITES, PARKING.

4.1 INTEREST IN COMMON ELEMENTS. Each Unit Owner shall own, as an appurtenance to his Unit, an undivided interest in the Common Elements as assigned thereto in Exhibit "D". The percentage of undivided interest of each Unit shall not be changed without the unanimous consent of all owners of all of the Units (except as provided for in Paragraphs 2 and 16 hereof). No owner of any Unit shall bring an action for partition or division of his undivided interest in the Common Elements. No Unit Owner shall own any additional undivided interest in the Common Elements.

4.2 BOUNDARIES. Each Unit is identified and located on Exhibit "A" hereto and lies within the following boundaries:

4.2.1 UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) The Upper Boundary of all Units is the interior unfinished surface of the roof.

1.2 The Lower Boundary of all Units is the horizontal plane of the upper surfaces of the concrete slab.

4.2.2 PERIMETRICAL BOUNDARIES. The perimetrical boundaries of a Unit shall be the following boundaries extended to intersections with each other and with the upper and lower boundaries:

a. EXTERIOR WALLS:

(1) Where this is an exterior wall (which is a wall located on the perimeter of a Unit which is not a common boundary with any other Unit), the vertical planes of the exterior, undecorated, unfinished surface of such wall.

(2) Where there is an aperture for windows and doors in any perimetrical boundary, said boundary shall be extended to all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior, undecorated, unfinished surface of such aperture, including the framework thereto.

(3) Where any other portion of the building, except Limited Common Elements or any fixture attached to the building, serves only the Unit being bounded, the perimetrical boundary shall vary with the exterior, undecorated, unfinished surface of any such structure extended in a vertical plane, where necessary, to the upper or lower boundary.

(4) Exterior walls made of glass or glass fixed to metal framing, exterior windows and metal frames, exterior glass sliding doors, metal frames, metal casings and screening shall be included within the Unit and shall not be deemed a Common Element.

b. COMMON BOUNDARY BETWEEN UNITS. Where two Units are next to each other, the common vertical plane that extends from and connects the upper and lower boundaries and the other perimetrical boundaries of each such Unit. As set forth elsewhere herein there shall not be any common party walls constructed on common boundaries, unless approved by the Sponsor and the Owners of the contiguous Units.

c. **INTERIOR PARTITIONS.** The interior partitions within a Unit are part of Unit.

4.2.3 SUITE BOUNDARIES. Except as otherwise provided herein, the upper and lower boundaries of a Suite shall coincide with the upper and lower boundaries of the Units comprising the Suite. Except as otherwise provided herein, the perimetrical boundaries of the Units comprising the Suite as set forth in Paragraph 4.2.2(a) above and with the common boundaries between the adjacent Units or Suites owned by another person.

4.2.4 WEIGHT BEARING STRUCTURES. Each Unit shall not include the area beneath the unfinished surface of any weight bearing structure which is otherwise within the horizontal and perimetrical boundaries. Any bearing walls located within a Unit shall be part of the Common Elements up to the unpainted finished surface of the walls.

4.2.5 MAINTENANCE EASEMENT. In addition to the space within the horizontal and perimetrical boundaries, there shall be within each Unit, as a Common Element, an easement through said Unit for the purpose of providing maintenance, repair or services to any of the Common Elements or the ducts, pipes, conduits, plumbing, wiring or other facilities for the furnishing of utilities or any of the Common Elements to the Units and the Common Elements.

4.2.6 UTILITIES. Except as otherwise provided for Suites or subdivided Suites: all water and sewer lines outside Unit boundaries constitute Common Elements up to shut-off valves for particular Units; all water and sewer lines within the boundaries of a Unit, but which serve more than one Unit, are Common Elements; all water and sewer lines within or without the boundaries of a Unit, which serve only one particular Unit, are part of the Unit served down to the shut-off valve for the Unit; electrical wiring and conduits outside Unit boundaries constitute Common Elements up to distribution panels for particular Units; electrical wiring and conduits within the boundaries of a Unit, but which serve more than one Unit, are Common Elements; electrical wiring and conduits within or without the boundaries of a Unit, which serve only one particular Unit, are part of the Unit served down to the distribution panels for the Unit; all other pipes, wires, conduits and other utility lines, regardless of location, constitute part of the Common Elements up to their outlets. Notwithstanding the foregoing, any water or sewer line or electrical wiring or conduits within a Unit which serve more than one Unit but which serve only one Suite shall not be Common Elements and shall be appurtenant to the Units in the Suite for so long as the Units being served are combined into one Suite, and after a Suite is subdivided into smaller Suites or into Units, then any water or sewer line or electrical wiring or conduits within such Suite which was subdivided that had been appurtenant to the Suite and not a Common Element and which then serve more than one Unit from the subdivided Suite shall be deemed owned by the Unit Owners or Suite Owners whose Units or Suites are served by said water or sewer lines or electrical wiring or conduits and the expenses arising from said facilities shall be shared proportionately by such owners based on the number of Units sharing the facilities.

4.2.7 AIR CONDITIONING. Notwithstanding any of the provisions of this Paragraph 4 to the contrary, the air conditioning compressors located on or near any building or on the roofs of any building and the refrigerant and electrical lines running from such compressors to, and the air handler within, the individual Units shall be deemed owned by the Unit Owners whose Units are served by the compressors, lines and/or air handlers and are not a part of the Common Elements. The expenses for the maintenance, repair and use of the equipment shall be the responsibility of each Unit Owner whose Unit is served by the equipment based on the number of Units serviced by the equipment.

4.2.8 EASEMENT FOR AIR SPACE. There shall pass with each Unit, as appurtenant thereto, an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

4.2.9 DOORS. Each Unit that is not operated as a Suite and each Suite shall be entitled to at least one doorway. The location of the doorway and the composition and appearance of each such door and doorway shall be subject to the prior written approval of the Board of the Association. When any Suite is subdivided into a smaller Suite or into Units, each resulting Suite or Unit shall be entitled to one (1) such doorway and door, subject to the approval of the Board of the Association as hereinbefore provided. Nothing herein shall prevent the Board of the Association from approving more than one (1) doorway into a Unit or Suite. No Unit Owner, Mortgagee or any other person except the Board shall be required to approve the installation, location, composition or appearance of said door or doorway. There shall pass with each Unit and Suite, subject to the terms and conditions of this subparagraph 4.2.9 as an appurtenance to such Unit or Suite, an easement over and through the Common Elements, when approved, for the purpose of installing, maintaining and repairing such doors and doorways and for ingress and egress through same.

4.3 AUTOMOBILE PARKING AREAS. The areas designated on Exhibit "A" as "Parking Areas" are Common Elements. All parking spaces are to be used by Unit Owners and/or their guests in accordance with Rules and Regulations adopted by the Association. The costs of maintenance and administration of the parking spaces shall be included as a part of the Common Expenses applicable to all Units for the purposes of assessment. No parking space shall be used for storage of vehicles, boats or any other thing. Unit owners and their employees shall park in the rear of the building to the maximum extent practical. It is the intent of this provision to make the most convenient spaces available for all customers of unit owners. Parking spaces shall not be assigned and shall be available to all unit owners and their guests.

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and
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5. RESTRICTION AGAINST FURTHER SUBDIVIDING OF UNITS AND SEPARATE CONVEYANCE OF APPURTENANT COMMON ELEMENTS.

5.1 SUBDIVISION OF UNITS. No Unit may be divided or subdivided into a smaller Unit or Units other than as shown on Exhibit "A" hereto, nor shall any Unit, or portion

thereof be added to or incorporated into any other Unit (except as provided in Paragraph 2 hereof). Nothing contained in this Paragraph 5.1 shall prevent a Unit Owner or Suite Owner from adding additional Units to his Unit or Suite or prevent a Suite Owner from dividing or subdividing a Suite into Units or smaller suites as elsewhere provided herein.

5.2 SEPARATE CONVEYANCE OF APPURTENANT COMMON ELEMENTS. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

6. EASEMENTS.

6.1 PERPETUAL NON-EXCLUSIVE EASEMENT. The Common Elements are hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the Unit Owners in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including the providing of services for the benefit of all Units; however, nothing in this paragraph shall be deemed to amend the parking provisions in Paragraph 4.3 hereof.

6.2 EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. In the event that any Unit or Common Element or Limited Common Element shall encroach upon any other Unit or Common Element or Limited Common Element for any reason other than the purposeful negligent act of any person, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

6.3 UTILITY EASEMENTS. Utility easements are reserved, and granted, through the Condominium Property as may be required for present and future utility service (construction and maintenance) and in order to adequately serve the Condominium and any Units in the Condominium. Easements for utilities through a Unit shall only be according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by the Unit Owner.

6.4 INGRESS AND EGRESS. An easement for ingress and egress is hereby created in favor of all Unit Owners, their immediate families, guests, invitees, business invitees, agents, servants and employees, for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as, from time to time, may be paved and intended for such purposes.

6.5 USE. The use of any easement by a Unit Owner shall be subject to all of the provisions of this Declaration as the same may exist from time to time.

6.6 ACCESS. Sponsor covenants to provide, either by way of perpetual private easements or publicly dedicated right of way, access to the Condominium for ingress and egress to publicly dedicated streets. The Sponsor shall have the unequivocal continuous right to use, alter, change and relocate said easements as often as it deems necessary, without the consent of the Association, Unit Owners, and any others entitled to use the easement as this easement shall not be deemed to create a burden on the land upon which it exists at any particular time nor to run with this Condominium. The Sponsor shall also have the right to grant or dedicate such easements to the public or governmental authorities without the consent of any person whomsoever. However, when requested, the Association and Unit Owners shall join in the execution or confirmation of the same.

6.7 SURVEY EXHIBIT - EASEMENTS. The Sponsor shall have the right to create for others, or reserve unto itself, such easements as are necessary to accomplish the purposes referred to in this Paragraph 6. Further, Sponsor shall have the unequivocal right without the joinder of any other party to grant such easements, (ingress, egress and maintenance) to such parties as Sponsor deems fit, over the traffic ways as contained in the Condominium. If such easement is granted, as of the date hereof, the portion thereof that falls within the confines of the Condominium Property is designated as shown on Exhibit "A" attached hereto and shall be governed by the language thereon or may be created by separate document. The responsibility for the maintenance of the easements designated on Exhibit "A" being granted over these traffic ways shall be as provided for therein, and if no such provision is made, the Association shall be responsible for the maintenance and care thereof. Sponsor, or its designee, shall have the right but not the obligation to enter the Condominium Property for the purpose of constructing, maintaining and repairing said easements and the equipment thereon. Should the Sponsor grant additional easements which connect with or are intended to supplement, replace or relocate the easements designated on Exhibit "A", the same shall automatically be part of the easements provided therein as if originally set forth.

6.8 ADDITIONAL EASEMENTS. Sponsor reserves unto itself, or its designee, the unequivocal right to create additional easements over, upon, or through the Condominium Property, at any time, for any purpose, without the joinder of the Association or any Unit Owners whomsoever, provided, that said easements so created shall not cause a taking of part of a building. However, if requested, the Association and Unit Owners shall join in the creation thereof.

7. COMMON EXPENSE; COMMON SURPLUS.

7.1 LIABILITY AND METHOD OF SHARING. Each Unit shall share in the Common Surplus and be liable for the Common Expenses (except those assessable to less than all Units) in the same percentage as the percentage representing the undivided interest of each Unit in the Common Elements. The right to share in the Common Surplus does not include the right to withdraw or to require payment or distribution thereof except upon termination and dissolution of the Condominium.

7.2 EXEMPTION OF SPONSOR. The Sponsor shall be excused from the payment of the share of Common Expenses in respect of those Units owned by Sponsor and offered for sale or lease during such period of time that Sponsor shall have guaranteed that the assessment for Common Expenses of the Condominium, imposed upon the Unit Owners other than Sponsor, shall not increase over a stated dollar amount, and for which period Sponsor shall have obligated itself to pay any amount of Common Expenses not produced by the assessments at the guaranteed level receivable from other Unit Owners and other income as provided in Section 718.116(9)(b)F. S.

In the event Sponsor does not make such guarantee he shall be excused from the payment of Common Expenses to the maximum extent allowed in F.S. 718.1 16(9)(a) and the language thereof shall be deemed incorporated herein.

8. ADMINISTRATION OF THE CONDOMINIUM; THE ASSOCIATION, BY-LAWS, MEMBERSHIP, REPORTS TO MEMBERS AND LENDERS, VOTING.

8.1 THE ASSOCIATION. The Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in accordance with the provisions of the Condominium Documents and the Condominium Act.

8.1.1 BY-LAWS. The operation of the Condominium shall be governed by the By-Laws of the Association. No amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel. Defects or omissions in the By-Laws shall not affect the validity of this Condominium or title to the Condominium Parcels.

8.2 MEMBERSHIP. Each Unit Owner shall automatically become a member of the Association upon his acquisition of title to any Unit and said membership shall terminate automatically upon said Unit Owner being divested of title to such Unit, regardless of the means by which such ownership may be divested. No person holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue thereof, to membership in the Association or to any of the rights or privileges of such membership. Membership in the Association may not be transferred separate and apart from transfer of ownership of the Unit.

8.3 POWERS OF ASSOCIATION. In the administration of the Condominium, the Association shall have, and is hereby granted, the authority and power to enforce the provisions of this Declaration, levy and collect assessments and special assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such Rules and Regulations governing the use of the Units, Limited Common Elements and Common Elements as the Board of the Association may deem to be in the best interest of the Condominium. The Association shall have all the powers and duties set forth in the Condominium Act.

8.4 **REPORTS TO MEMBERS AND SPONSOR.** The Association or its designees shall maintain such records as required by F.S. 718.111. Written summaries of the accounting records of the Association shall be supplied annually to the Sponsor for so long as Sponsor owns a Unit.

8.5 **REPORTS TO LENDERS.** So long as an Institutional Mortgagee of any Unit is the Owner or holder of a mortgage encumbering a Unit in the Condominium, the Association shall furnish said Institutional Mortgagee with one (1) copy of the Annual Financial Statement and Report of the Association pertaining to the Unit upon which the mortgage is held, provided said Institutional Mortgagee requests same.

8.6 **INSURANCE REPORTING.** In any legal action in which the Association may be exposed to liability in the excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

8.7 **VOTING.** Each Unit Owner, including the Sponsor, shall be entitled to the number of votes set forth on Exhibit "D" for each particular Unit or Units that he owns. The vote of each Unit Owner shall be governed by the provisions of the By-Laws. Whenever the 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 casts the vote of such owner as if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration. There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners. Such person is herein referred to as a voting member. If a Unit is owned by more than one individual, the Owners of the Unit shall designate by certificate one of them as the voting member. If a Unit is owned by a corporation, the officers of the corporation by a certificate shall designate the voting member. If a Unit is owned by a partnership, all of the partners by a certificate shall designate one of the partners as the voting member. If a Unit is owned by more than one trustee, all of the trustees shall designate by certificate one of the trustees as the voting member.

8.8 **MANAGEMENT AGREEMENT.** The Association may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the Condominium Property and may delegate to such contractor or manager such of the powers and duties of the Association as the Association and such person, firm or corporation shall agree.

8.9 **CONSTRUCTION OF POWERS.** All reference and grants of power or authority to the Association or Board of Directors, including the power to discharge said responsibility and to enforce the Association's legal rights for the purposes of this Declaration, shall be deemed as grants of power and authority directly to a management firm for such period of time as a management agreement exists, and otherwise, to the Association. This provision shall

not be construed as binding a management firm to perform all the duties of the Association but only those which shall be specified in the management agreement. For the purpose of this Declaration, all references herein to the Association where the rights, duties and powers are encompassed by a management agreement shall be deemed to read "The management firm for so long as the management agreement shall exist, and otherwise, the Association". Nothing in this instrument shall be deemed to make a management firm liable for any expenses or costs for which the Association and/or Unit Owners are liable.

9. USE AND OCCUPANCY.

9.1 USE. Each Unit is hereby restricted to those uses as set forth below. Each Unit's use shall not be in violation of any present zoning ordinance or ordinances of Palm Beach County, Florida, or the City of West Palm Beach, Florida, or any other governmental bodies having jurisdiction over the Condominium Property. Provided, however, that the use of each and every Unit shall be subject to all use restrictions and limitations running with the land and shall not be in conflict with any of its above mentioned zoning ordinances.

9.1.2 PROHIBITED USES. The Board of Directors reserves the right to disapprove any proposed use on the Condominium Property that it deems to be inconsistent with the Condominium Documents or existing composition of uses within the property.

No Unit may be used for any of the following purposes without the prior written consent of the Board of Directors (which consent may be withheld or granted with or without condition in the sole discretion of the Board of Directors): auto/motorcycle/vehicle repair or any related auto or vehicle business, except auto detailing conducted inside the unit, recording studio, or any food or food related business (including, without limitation, wholesale or retail purveying of fresh food and/or produce). Unless otherwise specifically prohibited by the governing municipality, County and regulatory agencies or this Declaration, any use, as generally described above, will be permitted if it is performed or carried out entirely within a Unit so that the uses do not cause or produce a nuisance to adjacent Unit(s), such as, but not limited to, vibration, sound, electromechanical disturbances and radiation, discharge of waste materials, air or water pollution, emission of dust, odiferous toxic or non-toxic matter. Further, no noxious or offensive trade, service or activity shall be permitted, as determined by the Association. Without limiting the foregoing or any other provision of this Declaration, vehicle repair and vehicle body shops are specifically prohibited uses.

9.2 GENERAL USE RESTRICTION. No person shall use the Condominium Property or any part thereof in any manner contrary to the Condominium Documents. No use on any of the premises located within the Condominium Property shall be conducted except under the following conditions:

a. **NOISE.** No use shall be permitted or maintained which is objectionable because of volume, duration, intermittence, beat frequency or shrillness.

b. **VIBRATION.** Equipment creating earthshaking vibrations shall be so mounted as to eliminate vibration hazard or nuisance.

c. **SMOKE/GAS.** No facility shall discharge into the atmosphere any air contaminate producing a public nuisance or hazard.

d. **TOXIC OR NOXIOUS MATTER.** No facility shall discharge into the sewer system, storm drain, the drainage system, including the lake, or across the Condominium Property, any toxic or Noxious matter in such concentration as to be detrimental to or endanger the public health, safety, or welfare or cause injury or damage to neighboring property or business.

e. **ODOROUS MATTER.** No facility shall emit odorous matter in such quantity as to be readily detectable on any point along the Condominium Property.

f. **FIRE AND EXPLOSIVE HAZARDS.** Storage, utilization or manufacture of active burning materials shall be housed within completely enclosed buildings or incombustible construction.

g. **GLARE OR HEAT.** Any operation producing intense glare or heat shall be performed within enclosures so as not to create a public nuisance or hazard along the Condominium Property.

h. **AIR POLLUTION.** No industrial facility or processes shall discharge into the air pollutants or contaminants sufficient to create a nuisance, and no processes which, by their nature are likely to cause air pollution, shall be undertaken or permitted unless there is available an adequate method of controlling the emission of contaminants, and such controls are applied.

i. **MAINTENANCE.** All premises, buildings and improvements shall at all times be kept in a safe, clean and sightly condition.

9.3 **ALTERATIONS AND ADDITIONS.** No Unit Owner shall make or permit to be made any material alteration, addition or modification to his Unit or any Limited Common Elements appurtenant to said Unit without the prior written consent of the Association and the appropriate governmental agency, if any, and, during such period that Sponsor is selling Units, Sponsor. The consent of the Association and/or Sponsor shall not be unreasonably withheld as to changes within a Unit which are not visible from the exterior of the Unit or building and which do not affect the safety or soundness of the building. No Unit Owner shall cause any improvements or changes to be made on the exterior of the building including painting or other decoration,

without the written permission of the Association and Sponsor. No Unit Owner shall cause to be made any modification or installation of electrical wiring, television antenna systems or connections, whether inside or outside the Unit except as provided in the By-Laws or in any manner change the appearance of any portion of the Condominium Property without written consent of the Association and Sponsor. No Unit Owner may cause any material puncture or break in the boundaries of his Unit without written permission of Association and Sponsor.

Before any construction commences in any unit (tenant improvements), at the Belvedere West Industrial Park, the Contractor shall provide the POA with a copy of its Occupational License and Insurance Certificate. In the event this isn't provided before construction commences, the POA has the right (but not the obligation) to have the Contractor removed from the property until the two (2) documents are provided.

9.4 SIGNS; WINDOWS. Unit Owners will be permitted to erect and install signs on the exterior of the Units at locations designated by Sponsor, provided said signs are in accordance with the master signage plan set forth in the regulations promulgated by the Association and provided the signs have been previously approved in writing by the Association and Sponsor before their installation. Said signs shall not be deemed to be a Common Element but shall be deemed to be owned by the Unit Owner and shall be maintained by the Unit Owner. Unless approved by the Association and Sponsor, Unit Owners will not be permitted to erect or install signs on the exterior of the building, windows or the Common Areas outside the building. Unit Owners will be permitted to place the name of the business in the building directory, if any, with type approved by the Association and Sponsor. Window signs shall be strictly prohibited.

9.5 LAWFUL USE. No offensive or unlawful use shall be made of any or all of the Condominium Property, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

9.6 NUISANCES; INSURANCE AFFECTED. No nuisance or any use or practice that is the source of unreasonable annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Unit Owners is permitted. Whether a particular activity constitutes a nuisance shall be in the sole discretion of the Association (No Unit Owner or Occupant shall permit or suffer anything to be done or kept upon the Condominium Property) or his Unit (which will increase the rate of insurance on the Condominium; however, if a use is approved which does increase the rate of insurance, the Owner shall pay the Association the increase in rate resulting from the use.

9.7 APPLICABILITY TO SPONSOR. Neither the Unit Owner nor the Association, nor their use of the Condominium, shall interfere with the Sponsor's completion and sale or lease of the Condominium Units, whether in this Condominium or otherwise. Anything

contained herein to the contrary notwithstanding, the Sponsor may make such use of any unsold Unit and the Common Elements and Limited Common Elements as may facilitate the sale or leasing of any Unit.

9.8 RULES AND REGULATIONS. All Unit Owners and other persons shall use the Condominium Property in accordance with the Rules and Regulations now or hereafter promulgated by the entity in control thereof and the provisions of this Declaration and By-Laws of the Association. Such Rules and Regulations must be reasonable and must be consistent with the use restrictions otherwise provided by the Declaration.

9.9 LOUD VEHICLES OR MACHINES. Unless as authorized below, no motor home, trailer, boat, tractor, or loud or noisy vehicle, machine or device shall be used, operated, stored or parked in any outside parking area, street, or other portion of the Condominium Property except as specifically provided and designated hereafter; provided however, that this provision shall not preclude the use of equipment or machinery necessary for the maintenance, care or protection of the Condominium Property. (No trucks, trailers, boats, tractors or other machinery shall be used, operated, stored or parked in any outside parking area, street or other portion of the Condominium Property without the prior written consent of the Association) and Sponsor, and only in Sponsor designated parking areas on the Condominium Property.

9.10 WINDOW TREATMENTS. No change shall be made in the color of any exterior window or door glass or screen. All draperies, curtains, shutters, blinds or other such window or door coverings or treatment shall be uniform in appearance from the outside of the building and shall first require the approval of the Association and Sponsor before their installation. The Association and Sponsor will select the type of window treatment which will be permitted. No window tints or films shall be permitted. Reflective window treatments of any kind will be prohibited.

9.11 EMPLOYEES, CUSTOMERS AND GUESTS. The Owners of Units shall be fully responsible for the activities and actions of their employees, customers, guests and visitors and shall take all action necessary or required to insure that such persons fully comply with the provisions of the Declaration of the Condominium and all rules and regulations of the Association.

9.12 OWNERSHIP BY ENTITY. In the event that other than a natural person is a Unit Owner, said entity shall, prior to the purchase of such Unit, designate the entity or person who is to be the Occupant of such Unit. Such entity or person shall not thereafter have the right to designate other entities or persons as the occupants of such Unit, whether in substitution of or in addition to the entities or persons initially designated, except with the approval of the Association given pursuant to the provisions of Paragraph 12 hereof. All provisions of this instrument shall apply to such designated Occupants as though they had title to such Unit and the entity or persons owning such Unit shall be bound thereby. The provisions hereof shall not be applicable to any Corporation formed or controlled by Sponsor.

9.13 **SMOKING POLICY.** All smoking done by any Unit Owner, employee or tenant shall not be permitted within the front of the Buildings or parking lot areas. This prohibition on smoking is not intended to preclude the occasional smoking by a customer or client of a Unit Owner or tenant.

10. MAINTENANCE AND REPAIR OF THE CONDOMINIUM PROPERTY; ALTERATIONS AND IMPROVEMENTS.

10.1 **MAINTENANCE BY ASSOCIATION.** The Association, at its expense, shall be responsible for and shall maintain, repair and replace all of the Common Elements. All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association. The Association shall maintain, repair and replace those portions of the exterior, unfinished perimeter walls of Units that lie within the Units other than walls on the common boundary between Units or Suites and except for any windows, doors, glass or fixtures affixed to or a part of said walls.

10.2 **MAINTENANCE BY UNIT OWNER.** The Unit Owner shall, subject to the other provisions of this Declaration, maintain, repair and replace at his expense, all portions of his Unit and Limited Common Elements appurtenant thereto, if any, including, but not limited to, all doors, windows, glass, screens, electric circuits or panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, and other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, and all other portions of his Unit and Limited Common Elements appurtenant, if any. The Unit Owner shall maintain and repair the air conditioning compressor and air handler, refrigerant and electrical lines appurtenant to and all pipes, ducts, wires, conduits, electric circuits or panels, plumbing drains or other utility services which are appurtenant to the Unit and/or Limited Common Elements appurtenant thereto. In addition, each Unit Owner shall be responsible for his proportionate share of the cost of maintaining and/or repairing of any air conditioning compressor, air handler, refrigerant and electrical lines, pipes, ducts, wires, conduits, electric circuits or panels, plumbing drains or other utilities that service his Unit and other Units of the subdivided Suite and which utilities were previously part of a Suite that was subdivided and which utilities were not Common Elements within the Suite that was subdivided. The Unit Owner agrees to promptly report to the Association any defect or need for repairs for which the Association is responsible.

10.3 **LIABILITY OF UNIT OWNER.** Should a Unit Owner undertake unauthorized additions and modifications to his Unit or Limited Common Elements appurtenant to his unit as specified above, or refuse to make repairs as required, or should a Unit Owner cause any damage to the Common Elements, or any property which is the responsibility of the Association to maintain, repair or replace, or other Condominium Property, the Association may make such repairs or replacements and the Association shall have the right to repair the same and to levy a special assessment for the cost thereof against the said Unit Owner. In the event a Unit Owner threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.

10.4 INSURANCE PROCEEDS. Whenever any maintenance, repair and replacement of any items for which the Owner of a Unit is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by Association, or the insurance trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

10.5 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 injury or damage, other than the cost of maintenance and repair caused by the latent condition of the property to be maintained by the Association, or caused by the elements or by other owners or persons.

10.6 RIGHT OF ENTRY BY ASSOCIATION. Whenever it is necessary to enter any Unit or Limited Common Elements for the purpose of inspection, including inspection to ascertain a Unit Owner's compliance with the provisions of this Declaration, or for performing any maintenance, alteration or repair to any portion of the Common Elements, Limited Common Elements or Units, the Unit Owner shall permit any authorized agent of the Association to enter such Unit, or to go upon the Limited Common Elements or Common Elements, PROVIDED, that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. The Unit Owners acknowledge that the Association may retain a master pass key to all the Units in the Condominium. Each Unit Owner does hereby appoint the Association as his agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

10.7 ALTERATION AND IMPROVEMENT.

A. Units. Except as elsewhere reserved to Sponsor, a Unit Owner or the Association shall not make any alteration in a Unit, the Limited Common Elements or the portions of the building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything else that would jeopardize the safety or soundness of the building, or impair any easement, without first obtaining approval in writing of owners of all Units in which such work is to be done, or the approval of all owners of Units to which the Limited Common Elements are appurtenant and in which work is to be done, together with the approval of the Board of Directors of the Association and any appropriate governmental agencies. The approval of the Board of Directors of the Association shall not be unreasonably withheld as to changes within a unit that are not visible from the exterior of the Unit or building or which do not affect the safety or soundness of the building. For the purpose of this subparagraph 10.7a., an alteration shall not automatically require the approval of all Unit Owners in that building but only those Unit Owners in which the work is to be done, in addition to the approval of the Board of Directors and any approvals required by subparagraph 10.7(B). A copy of plans for all such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the start of the work.

B. Common Elements. There shall be no material alterations or improvements or additions to the Common Elements without prior approval in writing by the Board of Directors of the Association and the Owners of not less than seventy-five percent (75%) of the Common Elements except for the easements reserved to the Sponsor in this Declaration. The cost of alterations and improvements, if so approved, shall not be assessed against a bank, insurance company, real estate investment trust, or savings and loan association that acquires its title as the result of owning a mortgage upon a Unit, unless it shall approve the alteration or improvement. The share of any cost not so assessed shall be assessed to the other Unit Owners, in the share that their shares in the Common Elements bear to each other. In the event that an alteration or improvement is exclusively for the benefit of the Unit Owner or Owners requesting same, then the requesting owner or owners shall be assessed therefor in such proportions as they approve jointly, and failing such approval, in such proportions as may be determined by the Board of Directors of the Association. There shall be no change in the shares and rights of a Unit Owner in Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of the alteration or improvement.

11. APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED OR ASSESSED AGAINST THE CONDOMINIUM PROPERTY; TAXES AND SPECIAL ASSESSMENTS LEVIED AGAINST A UNIT.

11.1 CONDOMINIUM PROPERTY AS A WHOLE. If any taxing authority levies or assesses any tax or special assessment against the Condominium Property as a whole, and not the individual Units, the same shall be paid as a Common Expense by the Association and assessed to the Unit Owners. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon any parcel to the same extent as though such tax or special assessment had been separately delivered by the taxing authority upon each parcel.

All personal property taxes levied or assessed against personal property owned by Association shall be paid by the Association and shall be a Common Expense.

11.2 UNIT. The Unit Owners, at their own cost and expense, shall pay and discharge all real property taxes, personal property taxes, and any special assessments levied against the Units by Palm Beach County, the City of West Palm Beach, or any other governmental authority.

12. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial owners who are financially and socially responsible and thus protect the value of the Condominium Property, the transfer and mortgaging and leasing of Units by other than Sponsor shall be subject to the following provisions as long as the Condominium and the Condominium Property exists.

12.1 TRANSFERS SUBJECT TO APPROVAL.

a. **SALE.** No Unit Owner may dispose of a Unit or any interest in a Unit, by sale or otherwise, without approval of the grantee by the Association. All dispositions under this Paragraph 12, or otherwise, shall comply fully with all of the provisions of this Declaration and its Exhibits.

b. **LEASE.** No Unit Owner may dispose of a Unit or any interest in a Unit by lease without approval of the lessee by the Association.

c. **GIFT.** If any person shall acquire his title or right to occupy by gift, the continuance of his ownership or occupancy of the Unit shall be subject to approval of the Association.

d. **DEVISE OR INHERITANCE.** If any Unit Owner shall acquire his title by devise or inheritance, the continuance of his ownership of the Unit shall be subject to approval of the Association.

e. **OTHER TRANSFERS.** If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of the Unit shall be subject to approval of the Association.

12.2 APPROVAL OF ASSOCIATION. The approval of the Association that is required for the transfer of all or part of ownership of Units shall be obtained in the following manner:

a. **NOTICE TO ASSOCIATION.**

(1) **SALE.** A Unit Owner intending to make a "bona fide" sale of his Unit shall give to the Sponsor and the Association notice of such intention, together with such information concerning the intended purchaser as the Association may require. Sponsor shall have the right of first refusal to purchase the Unit upon the same terms upon which Owner intends to sell the Unit. If the Sponsor does not exercise its right of first refusal to purchase the Unit on the same terms and conditions as contained in the "bona fide" offer, the Unit Owner, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser for the Unit if the proposed purchaser is not approved. If such demand is made, the notice shall be accompanied by an executed copy of the proposed contract of sale and purchase. Sponsor's right of first refusal shall only exist when Sponsor owns a Unit.

(2) **LEASE.** A Unit Owner intending to make a "bona fide" lease of his Unit or any portion thereof shall give to Association notice of such intention, together with the name, address, and other such information concerning the intended lessee as the Association may require, and a copy of the proposed lease. A lease shall include a provision whereby the tenant agrees to be bound by the Condominium Documents and all rules and

regulations enacted by the Association and that a tenant's violation of the Condominium Documents or rules and regulations shall constitute a default under the lease. A demand for a substitute lessee may be made as heretofore provided.

(3) **GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS.** A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice thereof, together with such information concerning the Unit Owner as the Association may require and a certified copy of the instrument evidencing the Owner's title.

(4) **FAILURE TO GIVE NOTICE.** If the required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event allegedly transferring ownership or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the same. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval. The Association may deny the unauthorized owner, lessee, or occupant of a Unit the use of the Common Elements.

(5) **BONA FIDE OFFER.** A "bona fide" offer as used herein shall mean an offer in writing, binding upon the offeror, disclosing the name and addresses of the real party in interest and containing all of the terms and conditions of such proposed lease or sale and accompanied by an earnest money deposit in current legal funds. The real party in interest and its intended use of the Unit must be fully qualified according to the terms of the Condominium Documents.

b. CERTIFICATE OF APPROVAL.

(1) **TRANSFER FEE.** The granting of any certificate of approval shall be based upon the condition that the transferee pay to the entity conducting the investigation a fee not to exceed \$100.00 as specified in the By-Laws; however, if the lease or sublease is a renewal of the lease or sublease with the same lease or sublease, no charge shall be made. The recording of the approval shall be deemed proof that the fee was paid. If not paid, it shall be treated as a delinquent assessment. The certificate of approval shall be in substantially the same form as Exhibit "E" to this Declaration of Condominium. The Association may require that a prospective lessee place a security deposit, in an amount not to exceed the equivalent of one (1) month's rent, into an escrow account maintained by the Association.

(2) **SALE OR LEASE.** If the proposed transaction is a sale or lease, and Sponsor has not exercised its right of first refusal in the event of a sale, then within thirty (30) days after receipt of all such notice and information concerning the proposed purchaser or lessee, (including responses to character and financial inquiries), that the Association may request, the Association must either approve or disapprove the proposed transaction. If the transaction is a sale, the approval shall be stated in a certificate executed by an officer of the Association, which shall be recorded, at the expense of the party recording the deed, in the Public

Records as an attachment to the instrument of conveyance. If the transaction is a lease, the approval shall be executed in the same manner by the Association and delivered to the lessor. The liability of the Unit Owner under the terms of this Declaration shall continue notwithstanding the fact that the Unit may have been leased.

(3) GIFT; DEVISE OR INHERITANCE; OTHER TRANSFERS. If the Unit Owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information required to be furnished concerning such owner, the Association must either approve or disapprove the continuance of the Unit Owner's ownership of the Unit. If approved, the approval shall be stated in a certificate executed by an officer of the Association and shall be recorded in the Public Records of Palm Beach County, Florida, as hereinabove provided.

(4) APPROVAL OF CORPORATE OWNER OR PURCHASER. If the proposed purchaser of a Unit is a Corporation or other entity, the approval of the Ownership by the entity will be conditioned upon requiring that the principals of the Corporation or entity shall guarantee the performance by the corporation of the provisions of this Declaration, and execute either a copy thereof or a certificate to that effect, unless waived by the Board of Directors.

12.3 DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer of ownership or the leasing of a Unit, the matter shall be disposed of in the following manner:

a. NO REQUEST FOR SUBSTITUTE. If the proposed transaction is not approved and the Unit Owner has made no demand for providing a substitute purchaser or lessee, the Association shall deliver a certificate of disapproval executed in accordance with the Bylaws of the Association and the transaction shall not be consummated.

b. SALE OR LEASE - REQUEST FOR SUBSTITUTE. If the proposed transaction is not approved and the request for substitute has been made, the Association shall deliver, or mail by registered mail, to the Unit Owner a bona fide agreement to purchase or rent the Unit, as the case may be, by a purchaser or lessee approved by the Association who will purchase or lease and to whom the Unit Owner must sell or lease the Unit upon the following terms:

(1) At the option of the purchaser or lessee (which shall be stated in the agreement) the price or rent to be paid and terms of payment shall be as stated in the disapproved offer to sell or rent; or the price or rent shall be the amount determined by an independent appraiser mutually agreeable to the Unit Owner and the Association and in the case of a lease the terms shall be as in the proposed lease or in the case of an offer to sell the terms shall be that the purchase price shall be paid in cash. Upon determination of the price or rent the Owner and purchaser or lessor and lessee shall execute a bona fide contract for sale and purchase of the Unit or the lease as the case may be. The sales contract shall be the form of the Standard

Deposit Receipt and Contract for Sale and Purchase then in use in Palm Beach County, Florida. The cost of the appraiser shall be shared equally by the two parties.

(2) The sale shall be closed within sixty (60) days after the delivery or mailing of the agreement to purchase or within twenty (20) days of the determination of the price, whichever is later. The lease shall take effect as of the date of the proposed lease. A judgment of specific performance of the sale or lease, at the price hereinabove determined, may be entered in any court of competent jurisdiction.

(3) If the Association shall fail to provide a purchaser or lessee upon the demand of the Unit Owner in the manner provided, or if a purchaser or lessee furnished by the Association shall default in his agreement to purchase or lease then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved as elsewhere provided.

(4) The Association shall provide a Certificate of Approval for the purchaser or lessee approved by or deemed approved by the Association.

c. **GIFTS; DEVISE OR INHERITANCE; OTHER TRANSFERS.** If the Unit Owner has acquired his title by gift, devise or inheritance, or in any other manner, and the continuance is disapproved, the Association shall deliver or mail by registered mail to the Unit Owner an Agreement to purchase the Unit by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the Seller and the Purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement, the price shall be determined by an independent appraiser mutually agreeable to the Unit Owner and the Association. Upon determination of the price, the Owner and purchaser shall execute a bona fide contract of purchase and sale of the Unit.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days following the determination of the sales price. A judgment of specific performance, at the price hereinabove determined, may be entered in any court of competent jurisdiction.

(4) The contract shall be the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Palm Beach County, Florida.

(5) If the Association shall fail to provide a purchaser as required herein, or if a purchaser furnished by the Association shall default in his agreement to purchase, the provisions of Paragraph 12.3b(3) shall apply.

(6) The Association shall provide a Certificate of Approval to the purchaser approved by the Association or the person deemed to be approved by subparagraph (5) above.

12.4 MORTGAGE. No Unit Owner may mortgage his Unit, or any interest therein, without the approval of the Association except to any Institutional Mortgagee, Sponsor, or to a vendor to secure a portion or all of the purchase price. The approval of a Mortgagee other than an Institutional Mortgagee or Sponsor shall be on terms approved by the Association and said approval may be arbitrarily withheld.

12.5 EXCEPTIONS; PROVISIO. The foregoing provisions of this section entitled "MAINTENANCE OF COMMUNITY INTERESTS" shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as the result of a deed from the Mortgagor in lieu of foreclosure or through foreclosure proceedings.

a. PROVISIO. Should an Institutional Mortgagee acquire title to a Unit as hereinabove provided, such Institutional Mortgagee shall immediately thereafter notify the Association of such fact. Any purchaser from an Institutional Mortgagee shall be subject to all of the provisions of this instrument, including the approval provision hereof.

b. PROVISIO. Should any purchaser acquire title to a Unit at a duly advertised public sale with open bidding as provided by law, then such person shall immediately thereafter notify the Association of such fact and shall be governed by Paragraph 12.3 c, and all of the provisions of this instrument.

12.6 CONDOMINIUM DOCUMENTS. It shall be the responsibility of the Association to maintain an adequate number of copies of the Declaration, articles of incorporation, bylaws and rules, and all amendments to each of the foregoing, on the Condominium Property to ensure their availability to Unit Owners and prospective purchasers and may charge its actual costs for preparing and furnishing these documents to those requesting the same.

12.7 UNAUTHORIZED TRANSACTIONS. Any sale, mortgage or lease not authorized pursuant to the provisions of this Declaration shall be void unless subsequently approved by the Association.

12.8 PROVISIO. No certificate of approval shall be issued by the Association, as provided in this Paragraph 12 and the By-Laws, until all sums due by the Unit Owner pursuant to this Declaration are current and paid.

12.9 INAPPLICABILITY TO SPONSOR. None of the provisions of this Paragraph 12 shall apply to any Unit owned, initially or reacquired, by the Sponsor or any corporation or entity that is a parent, affiliate or subsidiary of the Sponsor and said firm may sell or lease any such Units as it deems fit.

12.10 INTER-FAMILY TRANSFERS. None of the provisions of this Paragraph 12 shall apply to a transfer between joint or co-tenants, or among spouses. Nor shall they apply to transfers between members of immediate families where the grantee is not to take immediate possession (i.e., Life-estate deed, joint tenancy with children, etc.), but they shall govern at the time that the previously unapproved party take possession.

12.11 IMMUNITY FROM LIABILITY FOR DISAPPROVAL. The Association, its agents or employees shall not be liable to any person whomsoever for approving or disapproving of any person pursuant to this Paragraph 12, or for the method or manner of conducting this investigation. The Association, its agent or employees shall never be required to specify any reason for disapproval.

13. INSURANCE PROVISIONS. The insurance, other than title insurance, which shall be purchased and maintained for the benefit of the Condominium shall be governed by the following provisions:

13.1 PURCHASE OF INSURANCE. All insurance purchased pursuant to this Paragraph 13 shall be purchased by the Association for the benefit of the Association, the Unit Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners and the Association, their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

13.2 COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder, excluding only the insurance as shall be purchased by individual Unit Owners, is declared to be a Common Expense, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

13.3 OWNER'S RESPONSIBILITY. Each Unit Owner shall obtain insurance, at his own expense affording coverage upon his own property and for his own liability and business expenses as he deems advisable; provided, however, said coverage shall not be less than \$1,000,000 for liability and \$25,000 for contents. Each Unit Owner shall be responsible for providing insurance coverage for damage to Unit floor coverings, wall coverings, ceiling coverings, and the following equipment if it is located within a Unit and the Unit Owner is required to replace or repair such equipment under this Declaration; electrical fixtures, appliances, air conditioner, or heating equipment, water heater or built in cabinets. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right to contribution. Each Unit Owner shall provide the Association with an insurance certificate naming the Association as an additional insured.

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7/18 in applicable*

13.4 FIDELITY BONDING. The Association shall obtain and maintain insurance or fidelity bonding for all persons who control or disburse funds 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 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 Association shall bear the cost of bonding.

13.5 DIRECTORS' AND OFFICERS' LIABILITY INSURANCE. The Association shall obtain and maintain adequate directors' and officers' liability insurance using the broad form of policy coverage for all directors and officers and, if available, for committee members of the Association.

13.6 COVERAGE. The following coverage shall be obtained by the Association:

a. The building and all other insurable improvements upon the land, including all of the Units and Limited Common Elements as originally constructed, furnished or equipped by Sponsor, Common Elements, and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundation costs and subject to any reasonable deductible as determined by the Board of Directors) as determined annually by the insurance company providing the coverage and approved by the Board of Directors of the Association. Said coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to buildings similar in construction, location and use, including, but not limited to vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available.

b. Comprehensive general public liability and property damage insurance, including flood insurance as long as required by Federal law or regulations, in such an amount and in such form as required by the Board of Directors of the Association. Said coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to an individual Unit Owner, and one Unit Owner to another.

c. Workmen's compensation policies shall be obtained to meet the requirements of law.

d. Such other insurance as the Board of the Association may determine to be necessary from time to time.

e. The Board of Directors is authorized to obtain insurance with a reasonable deductible amount.

13.7 INSURANCE TRUSTEE. All insurance policies purchased in accordance with Paragraph 13.4(a) shall provide that all proceeds payable to the Association as a result of any insured loss, except those specifically herein excluded, shall be paid to the person or entity designated by the Board before or at the time the loss is incurred, and who shall be referred to as Trustee (said Trustee, acting as such, is herein referred to as the "Insurance Trustee"). The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency or content of the policies, or for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to recover said proceeds, as paid, and to hold the same in trust for the benefit of the Association, the Unit Owners and their respective mortgagees, as follows:

a. Proceeds received on account of damage on Common Elements and Limited Common Elements that are not enclosed shall be held in the same proportion as the share in the Common Elements which is appurtenant to each of the Units.

b. Proceeds on account of damage to the Units and/or enclosed Limited Common Elements appurtenant thereto shall be held in the following manner in undivided shares:

(1) **PARTIAL DESTRUCTION WHEN THE BUILDING IS TO BE RESTORED.** For the benefit of the Unit Owners of the damaged Units and/or enclosed Limited Common Elements appurtenant thereto in proportion to the cost of restoring the same suffered by each damaged Unit and/or enclosed Limited Common Element. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate proportions, each Unit Owner shall be bound thereby and the Insurance Trustee may rely upon said certification.

(2) **TOTAL DESTRUCTION WHEN THE BUILDING IS DESTROYED OR WHEN THE BUILDING IS NOT TO BE RESTORED.** For all Unit Owners of that building the share of each being in the same proportion as the Unit Owner's undivided share in the Common Elements which is appurtenant to his Unit. In the event a mortgagee endorsement has been issued hereunder, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interest may appear. There shall be no distribution of remaining proceeds until all debris, remains and residues have been cleared and removed and the Condominium Property has been properly landscaped.

13.8 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to, or for the benefit of, the Unit Owners (after first paying or making provision for payment of the expanses, including a reasonable fee for services rendered, of the insurance Trustee) in the following manner:

a. If the damage for which the proceeds were paid is to be reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying said costs shall be distributed to the Association.

b. If it is determined that the damage for which the proceeds are paid shall not be reconstructed, the proceeds shall be distributed to the Unit Owners and their mortgagees as their interest may appear.

c. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate provided by the Association and executed by its President or Vice President and Secretary or Assistant Secretary as to the names of the Unit Owners and mortgagees and their respective shares of the distribution. Upon request of the Insurance Trustee the Association shall forthwith deliver said certificate.

13.9 ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each Unit Owner, for each owner of a mortgage 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.

13.10 DETERMINATION TO RECONSTRUCT. If any part of the Condominium Property shall be damaged by casualty the determination as to whether or not it shall be reconstructed shall be made in the following manner:

a. COMMON ELEMENT. If the damage is to a Common Element the damaged property shall be reconstructed unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

b. CONDOMINIUM PROPERTY.

(1) LESSER DAMAGE. If the damage is to the Condominium Property and if Units to which more than fifty percent (50%) of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable the damaged property shall be reconstructed, unless within sixty (60) days after the casualty the Unit Owners owning seventy-five percent (75%) or more of the Common Elements agree in writing not to reconstruct, in which event, the Condominium shall be terminated.

(2) MAJOR DAMAGES. If the damaged improvement is the Condominium Property, and if Units to which more than fifty percent (50%) of the Common Elements are appurtenant are found by the Board of Directors to be untenable then the damaged property will not be reconstructed and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the Owners of seventy-five percent (75%) of the Common Elements agree in writing to such reconstruction.

(3) **CERTIFICATE.** The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

13.11 RESPONSIBILITY. If the damage is only to those parts of a Unit and/or Limited Common Elements for which the responsibility of maintenance and repair is that of the Unit Owner then the Unit Owner shall be responsible for reconstruction after casualty. In all other instances, the responsibility of reconstruction after casualty shall be that of the Association.

13.12 NATURE OF RECONSTRUCTION. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed; or if not, then according to Plans and Specifications approved by the Board and, if the damaged property is the building, by the Owners of Units to which more than seventy-five percent (75%) of the Common Elements are appurtenant, including the Owners and mortgagees of all damaged Units, which approval shall not be unreasonably withheld.

13.13 ESTIMATES. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board may desire or those required by any Institutional Mortgagee involved.

13.14 SPECIAL ASSESSMENTS. The amount by which any award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in the insurance policy shall be assessed against all Unit Owners in proportion to the Owner's shares in the Common Elements. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by the Association, including paid professional fees and premiums, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units and/or enclosed Limited Common Elements appurtenant thereto shall be in proportion to the cost of reconstruction of their respective Units and/or Limited Common Elements. Such assessments on account of damage to Common Elements and Limited Common Elements, except enclosed Limited Common Elements, shall be in proportion to the Owner's shares in the Common Elements.

13.15 DISPOSITION OF PROCEEDS. Proceeds of insurance and any special assessments, if any, collected on account of a casualty and deposited with the Insurance Trustee by the Association shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction in the following manner:

a. That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the Unit Owner: to such contractors, suppliers, and personnel for work done, materials supplied or services required for such reconstruction. Payments shall be in such amounts and at such times as the Unit Owners may direct, or if there is a mortgage endorsement, to such payee as the Unit Owner and the mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the Unit Owner to make such reconstruction.

b. If the amount of the estimated cost of reconstruction is less than \$50,000, and is the responsibility of the Association: The construction fund shall be disbursed directly to the Association in payment of such costs and upon the Association's order, provided, however, that upon the request of a mortgagee which is a beneficiary of the insurance policy, the construction fund shall be disbursed as the Association and such mortgagee may properly direct.

c. If the amount of the estimated cost of reconstruction is more than \$50,000, and is the responsibility of the Association, then the reconstruction funds shall be applied by the Insurance Trustee to the payment of such cost and shall be paid for the account of the Association, from time to time, as the work progresses. Said Trustee shall make payments upon the written request of the Association accompanied by an appropriate certificate signed by both an officer of the Association and by the architect or engineer in charge of the work, setting forth:

(1) That the sum then requested either has been paid by the Association or is justly due and certifying that the sum requested does not exceed the value of the service and material described in the certificate.

(2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known which may become the basis of vendor's, mechanic's or materialman's liens.

(3) That the cost, as estimated, of work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

d. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of the Common Elements and unenclosed Limited Common Elements and then to the Units and enclosed Limited Common Elements. If there is a balance in a construction fund after the payment of all costs of reconstruction, said balance shall be distributed to the Association.

e. Payment for any reconstruction made under subparagraphs (b) and (e) of this paragraph shall be made by the Insurance Trustee and the Unit Owner, or the Association, only upon presentation of bills for materials in place, supplying or furnishing labor, services and materials or work covered and included in such statements for which failure to pay might result in a lien on the Common Elements.

13.16 EFFECT OF MORTGAGEE ENDORSEMENTS CONCERNING INSURANCE PROCEEDS. In the event a mortgagee endorsement has been issued to any Unit, the share of the Unit Owner shall be held in trust for the mortgagee as heretofore provided; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not the damaged property shall be reconstructed, and no mortgagee shall have the right to apply, or have applied to, the reduction of its mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee where the responsibility for reconstruction is that of the Unit Owner. All mortgagees agree to waive the rights to said proceeds if the same are used pursuant to the provisions of this Declaration to pay for the restoration of such damage. The provisions hereof shall not affect the rights of the mortgagee, if any, to require any surplus proceeds to be distributed to it, over and above the amounts actually used for such restoration. Nothing contained herein, however, shall be construed as requiring a surplus resulting from assessments of Unit Owners to be distributed to mortgagees. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Unit Owner from his duty to reconstruct damage to his Unit as heretofore provided.

13.17 AUTHORITY OF ASSOCIATION. In all instances herein, except when a vote of the membership of the Association is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

13.18 CERTIFICATE. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President or Vice President and Secretary or Assistant Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

13.19 MORTGAGEE'S RIGHT TO ADVANCE PREMIUMS. Should the Association fail to pay insurance premiums when due or should the Association fail to comply with other insurance requirements set forth in this Declaration, the mortgagee holding the greatest dollar volume of unit mortgages 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, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual Unit Owners for the payment of such items of Common Expense.

14. ASSESSMENTS; LIABILITY, LIEN AND ENFORCEMENT.

14.1 GENERAL AUTHORITY. The Association, through its Board, shall have the power to make, levy and collect regular and special assessments for Common Expenses and such other assessments as are provided for by the Condominium Act and the provisions of this Declaration and all other expenses declared by the Board of Directors of the Association to be Common Expenses from time to time.

14.2 UNIT OWNER'S GENERAL LIABILITY. All Assessments for Common Expenses levied against Unit Owners and Units pursuant to the Condominium Documents shall be on a uniform basis in the same proportion as the percentage of the undivided shares in the Ownership of the Common Elements without increase or diminution for the existence or lack of existence of any exclusive right to use a part of the Limited Common Elements. Should the Association be the Owner of any Unit(s), the assessment, which would otherwise be due and payable to the Association by the Owner of such Unit(s), shall be a Common Expense. Sponsor's liability shall be as heretofore specified. The Unit Owner shall be personally liable for all unpaid assessments, interest, late charges and costs of collection, except where otherwise provided herein.

14.2.1 LIMITATION OF LIABILITY. The liability of the Owner of a Unit for Common Expenses shall be limited to the amounts for which he is assessed from time to time in accordance with the Declaration. The Owner of a Unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the Common Elements. A Unit Owner shall be liable for injuries or damages resulting from an occurrence in his own Unit to the same extent and degree that the Owner of a building would be liable for an occurrence happening within the building.

14.3 PAYMENT. The assessment levied against the Unit Owner and his Unit shall be payable in such installments, and at such times, as may be determined by the Board of Directors of the Association. Assessments shall be payable without offset or deduction. No Unit Owner may withhold payment of assessments or any part of them because of any dispute which may exist amongst a Unit Owner, the Association, the Board of Directors or the Sponsor, or any of them, but rather the Unit Owner shall pay all assessments pending resolution of any dispute.

14.4 EMERGENCIES. If assessments levied are, or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem necessary.

a. **RESERVE FUND.** The Board of Directors of the Association in assessing for Common Expenses may include therein a sum to be collected as a reserve fund for replacement of Common Elements and Limited Common Elements for the purpose of enabling Association to replace structural elements and mechanical equipment constituting a part of the Common Elements and Limited Common Elements, as well as the replacement of personal property which may be a portion of the Common Elements.

b. **OPERATING RESERVE FUND.** The Board of Directors of Association in assessing for Common Expenses may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of special stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessment by Unit Owners or as a result of emergencies.

14.5 SEPARATE PROPERTY. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon if by virtue of the provisions of this Declaration. All monies received from assessments may be commingled with other monies held by the Association, except to the extent reserve funds must be separately maintained in an account in accordance with Fla. Stat. Sec. 718.111. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the Owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit by whatever means, the Association shall not be required to account to such owner for any share of the fund or assets of the Association.

14.6 DEFAULT. The payment of any assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default for in excess of thirty (30) days, the delinquent assessment, or delinquent installments thereof and all advances permitted by Paragraph 14.8 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charged to individual in the State of Florida until paid. The Association may assess an administrative late fee, in addition to the interest in an amount not to exceed the greater of Twenty-five Dollars (\$25.00) or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late. In the event that any Unit Owner is in default in payment of any assessments or installments thereof, owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorneys' fees and court costs (including appellate proceedings connected therewith).

The Unit Owners agree that the provisions of this Paragraph 14.6 are not a penalty and are valid liquidated damages. In addition to the provision of this Paragraph 14.6, in the event the Unit Owner is in default of any such payments, the Association shall have the right and the option of accelerating the Unit Owner's maintenance assessment for a one-year period from the date of default. All payments received hereunder shall be credited first to late charges and costs of collection, then to interest and the balance to the assessment.

14.7 NO WAIVER. No Unit Owner may exempt himself from liability for any assessment levied by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit for which the assessments are made or in any other manner.

14.8 LIEN. The Association is hereby granted a lien upon each Condominium Parcel, together with a lien on all tangible personal property located within said Unit (except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide lien of record), which lien shall secure the payment of the monies from each Unit Owner for which he is liable to the Association, including all assessments, interest and expenses provided for in this Declaration and sums advanced on behalf of the Unit Owner in payment of his obligations as set forth in the Condominium Documents and reasonable attorneys' fees incurred as an incident to the enforcement of said lien (including any appellate proceedings connected therewith). The lien granted to Association may be foreclosed as provided in the Condominium Act. The lien granted to the Association shall further secure such advances for taxes and payments on accounts of Institutional Mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. The lien shall be effective, have priority, and be collected as provided by the Condominium Act, unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event, the lien rights in favor of the Association having the highest priority and dignity shall be the lien of the Association. The Association may settle and compromise any unpaid assessments if deemed in its best interests.

14.8.1 ASSIGNMENT OF LIEN. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to Sponsor or to any Unit Owner or group of Unit Owners, or to any third party.

14.9 PROVISIO. In the event that any person or Institutional Mortgagee shall acquire title to any parcel by virtue of either foreclosure of a first mortgage, or a deed in lieu thereof, liability for the share of the Common Elements or assessments by the Association pertaining to such Condominium Unit shall be governed by the provisions of F.S. 718.116. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Thereafter, all Unit Owners of any nature, including, without limitation, a purchaser at a judicial sale or Institutional Mortgagee, shall be liable for all assessments coming due while he is the Unit Owner.

14.10 CERTIFICATE OF STATUS OF ASSESSMENTS. Any Unit Owner, mortgagee or lienor may require the appropriate certificate as set forth in F.S. 718.116(7).

14.11 NO OCCUPANCY UNTIL ASSESSMENTS PAID. In any voluntary conveyance of a parcel, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against the Grantor made prior to the time of such voluntary conveyance. Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage, including with limitations, persons acquiring title by operation of law, shall not be entitled to occupancy of such parcel until such time as all unpaid assessments and all court costs and attorneys' fees, if any, incurred on account thereof and due and owing by the former Unit Owner, have been paid in full.

14.12 NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election precluding the institution of suit at law for collection of the same. All Unit Owners do hereby waive pleading the theory of "elections of remedies" in any such proceeding.

14.13 RENTAL PENDING FORECLOSURE. In any foreclosure of a lien for assessments the Unit Owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same.

14.14 LIENS - MECHANICS. The creation and enforcement of construction, and other, liens against the Units and Condominium Property, except those created by this Declaration, shall be governed by the provisions of (F.S. 718.121) the Condominium Act.

14.14.1 LIENS AGAINST CONDOMINIUM PROPERTY AS A WHOLE. With the exception of encumbrances of record prior to the recording of this Declaration and liens which may result from the initial construction of the Condominium, no liens of any nature may be created subsequent to the recording of this Declaration, in the Public Records of Palm Beach County, Florida, against the Condominium Property as a whole (as distinguished from individual Units) except with the unanimous consent of the Unit Owners.

14.14.2 LIENS AGAINST UNIT. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to his Unit and/or Limited Common Elements appurtenant thereto, such labor or material may not be the basis for the filing of a lien against his Unit. No labor performed or materials furnished to the Common Elements or Limited Common Elements shall be the basis for a lien thereon unless such labor performed or materials furnished was authorized by the Association, in which event the labor or materials might be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners thereof are liable for Common Expenses.

14.14.3 LIENS AGAINST TWO OR MORE CONDOMINIUM PARCELS. In the event a lien against two or more Condominium Parcels becomes effective, each owner thereof may relieve his Condominium Parcel of the lien by paying the proportionate amount attributable to his Condominium Parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record from such Condominium Parcel.

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

15.1 DESTRUCTION. If it is determined because of the circumstances and in the manner provided in Paragraph 13 that the Condominium Property shall not be reconstructed, the Condominium will be terminated, in which event the consent of the Sponsor shall not be required.

15.2 AGREEMENT. As provided in Section 718.117 of the Condominium Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all record owners of mortgages on Units.

If the proposed termination is submitted to a meeting of the Association, and if the approval of the Owners of not less than seventy-five percent (75%) of the Common Elements and their Institutional Mortgagees is obtained, in writing, not later than sixty (60) days from the date of such meeting, then the approving Unit Owners (through the Association), shall have an option to buy all of the Units of the disapproving Unit Owners for the period of one hundred twenty (120) days from the date of such meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option. Any Unit Owner voting against termination, or not voting, may, within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be upon the following terms:

a. **EXERCISE OF OPTION.** The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the owners of the Units. The agreement shall be subject to the purchase of all Units owned by Owners not approving the termination.

b. **PRICE.** The sale price for each Unit shall be the fair market value as determined between the seller and the Association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any Unit, the price shall be determined by an appraiser mutually agreeable to the seller and the Association. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered in any court of competent jurisdiction.

c. **PAYMENT.** The purchase price shall be paid in cash.

d. **FORM.** The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Palm Beach County, Florida.

e. **CLOSING.** The sale of all Units shall be closed simultaneously and within thirty (30) days following the determination of the sale price of the last Unit to be purchased.

15.3 **CERTIFICATE.** The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records of Palm Beach County, Florida.

15.4 **SHARES OF OWNERS AFTER TERMINATION.** After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Association attributable to the Condominium as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination so that the sum total of the ownership shall equal one hundred percent (100%).

15.5 **AMENDMENT.** This Paragraph 15 concerning termination cannot be amended without written consent of all Unit Owners and all record owners of mortgages upon the Units.

15.6 **EQUITABLE RIGHTS.** Unit Owners shall have such rights as provided in F.S. 718.118.

15.7 **EXCLUSIVE RIGHTS EXTINGUISHED BY TERMINATION.** All exclusive rights of use of Limited Common Elements shall be extinguished by virtue of the termination of the Condominium.

16. **AMENDMENTS.** Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

16.1 **NOTICE.** Notice of the subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered.

16.2 **PROPOSAL AND ADOPTION OF AMENDMENT.**

a. An amendment may be proposed by either the Board of Directors of the Association, or by Unit Owners owning fifty percent (50%) or more of the Common Elements. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within ten (10) days after the meeting.

b. Except as elsewhere provided, a resolution adopting the proposed amendments must be approved by not less than fifty percent (50%) of the entire membership of the Board of Directors and by Unit Owners owning seventy-five percent (75%) of the Common Elements. Until the first election of directors by the membership as provided for in the Articles of Incorporation, approval of a proposed amendment requires the vote of all of the directors for the amendment. *and 8/13*

16.3 SCRIVENER'S ERRORS. If it shall appear that through scrivener's error all of the Common Expenses or interests in the Common Surplus or all of the Common Elements have not been distributed in this Declaration such that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus fails to equal one hundred percent (100%); or, if it shall appear that through such error more than one hundred percent (100%) of the Common Elements or Common Expenses or ownership of the Common Surplus shall have been distributed; or if it shall appear that through scrivener's error a Unit has not been designated an appropriate undivided share of the Common Elements, Common Expense or Common Surplus; the Association may correct the error and/or omission by an amendment to this Declaration by resolution of the Board of Directors of the Association approved by a majority of the whole number of Directors, or by a majority vote of the Unit Owners voting at a meeting of Unit Owners called at least in part for the purpose, at which a quorum is present. If such an amendment, considered and approved pursuant to this subparagraph, materially adversely affects property rights of Unit Owners, the Unit Owners whose property rights are so materially adversely affected must consent to the amendment in writing for the amendment to become effective. If the amendment, considered and approved pursuant to this subparagraph, modifies the shares of Common Expenses, Common Elements or Common Surplus appurtenant to one or more Units, then the owners of the Units and the owners of liens upon the units for which changes in the shares of Common Elements or Condominium Expenses or Common Surplus are being made must consent in writing to such amendment for such amendment to be effective. For purposes of this subparagraph, no Unit Owner's property rights shall be deemed to be materially adversely affected nor shall his share of the Common Elements, Common Expenses or Common Surplus be deemed modified by reason of the modification of the shares of Common Elements, Common Expenses or Common Surplus appurtenant or attributable to another Unit.

16.4 OMISSION OR ERROR. In accordance with F.S. 718.110, whenever it shall appear that there is an omission or error in the Condominium Documents, the correction of which would not materially or adversely affect the property rights of any Unit Owners, the Condominium Documents may be amended in the following manner: Such amendment may be proposed by the Board of Directors at any duly called and noticed regular or special meeting of the Board and shall become effective when unanimously approved by the entire Board. In the event the property rights of any Unit Owners are materially or adversely affected, the error or omission may be adopted in this manner if such affected Unit Owner(s) join in the execution of the Certificate of Amendment to be recorded.

16.5 PROVISIO. Unless as otherwise provided in this document as originally recorded:

a. No amendment shall change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to the Unit or change the proportion or percentage by which the Owner of the Parcel shares the Common Expenses and the Common Surplus unless the record Owner of the Unit and all record owners of liens on it join in the execution of the amendment and unless all the record owners of all other Units approve the amendment. The acquisition of property by the Association, and material alterations or substantial additions to such property or the Common Elements by the Association in accordance with 718.111(7) F.S. or 718.113 F.S., shall not be deemed to constitute a material alteration or modification of the appurtenances to the Units. No amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent.

b. In accordance with 718.110(11) F.S., no amendment shall be passed which shall materially affect the rights or interests of any Institutional Mortgagee, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, without the written consent of the Institutional Mortgagee affected, which written consent may not be unreasonably withheld.

c. Until the last Unit in the Condominium is sold by Sponsor and delivered, no amendment to this Declaration shall be made or shall be effective without the written approval of the Sponsor.

16.6 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by an officer of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

17. MANAGEMENT AGREEMENT.

17.1 MANAGEMENT CONTRACT. The Board may enter into a contract with any firm, person or corporation, in contracting for the management, maintenance and repair of the Condominium Property. The Board is authorized to delegate to any such management firm all the powers and duties of the Association which are contained in any such agreement between the parties.

17.2 BINDING EFFECT. The Association and each Unit Owner, his heirs, successors and assigns, shall be bound by any said management agreement to the same extent and effect as if he (it) had executed said management agreement for the purpose therein expressed.

18. REMEDIES.

18.1 RELIEF. Each Unit Owner and the Association shall be governed by and shall comply within the provisions of the Condominium Documents as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief: an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Condominium Act or law. Suit may be sought by Association, Sponsor, or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute injury to the Association, Sponsor or the other Unit Owners, and that such injury may be irreparable.

18.2 COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or Association, including the enforcement of any lien granted pursuant to this Declaration or its Exhibits, the Association (if it is not Defendant), or the Sponsor, whichever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. In any action by or against Sponsor, where Sponsor is the prevailing party, arising out of or concerning the Condominium Documents or Sponsor's obligations thereunder, Sponsor shall be entitled to recover all costs of the proceedings, including reasonable attorneys' fees at all levels including the trial and appellate level.

18.3 NO WAIVER. The failure of Association, Unit Owner, or the Sponsor to enforce any right, provision, covenant, or condition created or granted by this Declaration shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

18.4 RIGHTS CUMULATIVE. All rights, remedies and privileges granted to Association, Sponsor, or Unit Owner pursuant to any of the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other and additional right, remedies, or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies".

18.5 VENUE; WAIVER OF TRIAL BY JURY. Every Unit Owner or Occupant and all persons claiming any interest in a Unit does agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida, or the United States District Court, Southern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the Sponsor, do further waive the right to trial by jury and consent to a trial by the court without a jury.

18.6 APPOINTMENT OF AGENT; PROVISIO. Should suit be instituted, the Unit Owners or Occupants do hereby irrevocably appoint the Secretary of State of the State of Florida as their agent for the acceptance of service of process should, at the time of such service of process, any such person not be occupying a Unit in the Condominium, if service cannot be accomplished in any other reasonable fashion. The provisions hereof shall not be applicable to the Sponsor.

18.7 NEGLIGENCE. A Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his negligence or that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit Owner.

19. MISCELLANEOUS RIGHTS OF SPONSOR.

19.1 CONFLICT OF INTERESTS. No representative of the Sponsor serving on the Board of Directors of the Association shall be required to disqualify himself upon any vote upon any management contract, lease, or other matter between the Sponsor and the Association where Sponsor may have a pecuniary or other interest. Sponsor, as a member of Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract, lease, or other matter where Sponsor may have a pecuniary or other interest, nor shall any conflict of interests be a cause of partial or total invalidity of the matter voted upon whether or not such vote was necessary for the adoption, ratification, or execution of the same.

19.2 RIGHT TO USE FACILITIES. Notwithstanding any provisions of this Declaration to the contrary, the Sponsor shall have the right to use and occupy any unsold Unit and the Common Elements and the Limited Common Elements the exclusive use of which have not been assigned, for the purpose of a Sales and Leasing Office or for any other purpose. Until the Sponsor has conveyed the last Unit, the Sponsor shall not be subject to the use or other restrictions contained in any of the provisions of this Declaration or Exhibits attached hereto except as limited by the Act.

20. NOTICES. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail, at their Unit in the Condominium. Notices to the Association shall be delivered or mailed to the Secretary of the Association, or in case of the Secretary's absence, then to the President of the Association.

Notices to the Sponsor shall be made by delivery to Sponsor at 1719 Cypress Row Drive, West Palm Beach, Florida 33411.

21. **CONSTRUCTION.** All of the provisions of this Declaration shall be construed in accordance with the Laws of the State of Florida. This construction shall govern in all matters, including matters of substantive and procedural law.

22. **GENDER.** Unless the contrary appears to have been intended, words in the plural number shall include the singular and words in the singular shall include the plural, the words of the male gender shall include the female gender and the neuter gender.

23. **CAPTIONS.** The captions to the paragraphs of this Declaration are intended for convenience only and are not deemed to be all inclusive as to the matters contained in such paragraphs or considered in connection with the construction of any of the provisions of this Declaration.

24. **SEVERABILITY.** If any term or provision of this Declaration, on the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons on circumstances other than those to which such term may be held invalid or unenforceable, shall not be affected thereby and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

25. **ASSIGNMENT.** The Sponsor may, at its own discretion, assign to any person, corporation or entity any or all of its rights, duties, and obligations set forth in the Condominium Documents.

26. **SPONSOR'S MORTGAGE.** Any person or entity which holds a mortgage executed by Sponsor, either prior to or subsequent to the recordation of this Declaration, encumbering any part or all of the Condominium Property, shall be deemed to be an Institutional Mortgagee for the purposes of this Declaration and shall have all rights and privileges appertaining thereto.

27. **CONFLICTS.** In all cases of conflict in documents, this Declaration shall be considered the controlling document.

28. **TAX ASSESSMENT.** For the purposes of ad valorem taxation, the interest of the Owner of a Condominium Parcel in his Unit and in the Common Elements shall be considered as a Unit. The value of said Unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said Unit as its undivided share of the Common Elements by this Declaration. The total of all of said percentages equals one hundred percent (100%) of the value of all of the land and improvements thereon.

IN WITNESS WHEREOF, the Sponsor has executed this Declaration on this 28th day of November, 2005.

Signed, Sealed and Delivered
in the presence of:

Jane S. Hunston
Print Name Jane S. Hunston

Lacy McMillen
Print Name Lacy McMillen

McMillen Development, L.L.C.,
a Florida limited liability company

By: Douglas A. McMillen
Douglas A. McMillen, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28th day of November, 2005, by Douglas A. McMillen, in his capacity as Manager of McMillen Development, L.L.C., a Florida limited liability company, who is personally known to me or who has produced _____ as identification and who () did () did not take an oath.



Jane S. Hunston
Notary Public
State of Florida at Large
My Commission No.
My Commission Expires:

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CONSENT AND JOINDER OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

THAT Wachovia Bank, N.A., a Florida corporation, the holder of a mortgage recorded in Official Record Book 18997, Page 550, in the Public Records of Palm Beach County, Florida, does hereby consent to and join in the foregoing Declaration of Condominium of the Belvedere West Industrial Park, a Commercial Condominium.

DATED this 28th date of November, 2005.

Signed, Sealed and Delivered
in the presence of

Cathy Skumaker
[Signature]

Wachovia Bank, N.A.

By: *[Signature]*

Its: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28th day of November, 2005, by Raymond Weeks, in his capacity as Vice President of Wachovia Bank, N.A., a Florida corporation who is personally known to me or who has produced _____ as identification and did /did not take an oath.



Mara B. Haines
My Commission DD229368
Expires October 23, 2007

Mara B. Haines
Notary Public MARA B. HAINES
State of Florida at Large
My Commission No. DD229368
My Commission Expires: 10/23/07

EXHIBITS

<u>Letter</u>	<u>Description</u>
A	Legal Description Description of each unit and survey Survey - substantial completion
B	Articles of Incorporation of Association
C	Bylaws of Association
D	Percentage Ownership of Common Elements
E	Certificate of Approval Form

Address of Condominium: 1000 Stinson Way
West Palm Beach, Florida 33411

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Sponsor's Reserved Right to Amend

At the time of the initial recording of this Declaration of Condominium, as evidenced by the surveyor's certificate appended hereto and to this Exhibit A, the survey, plot plan, and graphic description of improvements of Buildings "3" and "4" are not yet sufficiently complete to permit the surveyor's certificate to be given. On their completion (separately or together), this Declaration of Condominium, the surveyor's certificate and this exhibit will be amended or supplemented from time to time by the recording of as-built drawings where necessary and by adding the surveyor's certificate with respect to the additional completed building(s) as they individually or in concert become sufficiently complete. The Sponsor reserves the right to amend and supplement this Declaration of Condominium and this Exhibit A by issuing, executing, and causing to be recorded those amendments, modifications, and supplements, adding the additional drawings and surveyors' certificates as aforesaid from time to time, and without requiring the joinder of any other person.

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EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA

SHEET INDEX

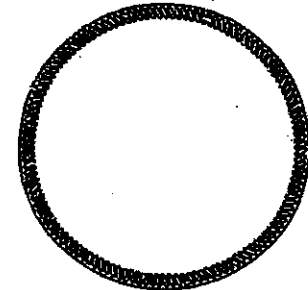
SHEET	DESCRIPTION
1	CERTIFICATION
2	NOTES AND VICINITY MAP
3	LEGAL DESCRIPTION
4-6	BOUNDARY SURVEY LOT 1
7	BOUNDARY SURVEY LOT 5
8	SITE PLAN LOT 5
9	LOT 1, BUILDING 1 EXTERIOR DIMENSIONS
10	LOT 1, BUILDING 1 FLOOR PLAN
11	LOT 1, BUILDING 1 ROOF PLAN
12	LOT 1, BUILDING 1 ELEVATION
13	LOT 1, BUILDING 2 EXTERIOR DIMENSIONS
14	LOT 1, BUILDING 2 FLOOR PLAN
15	LOT 1, BUILDING 2 ROOF PLAN
16	LOT 1, BUILDING 2 ELEVATION
17	LOT 5, PROPOSED BUILDING 3 EXTERIOR DIMENSIONS
18	LOT 5, PROPOSED BUILDING 3 FLOOR PLAN
19	LOT 5, PROPOSED BUILDING 3 ROOF PLAN
20	LOT 5, PROPOSED BUILDING 3 ELEVATION
21	LOT 5, PROPOSED BUILDING 4 EXTERIOR DIMENSIONS
22	LOT 5, PROPOSED BUILDING 4 FLOOR PLAN
23	LOT 5, PROPOSED BUILDING 4 ROOF PLAN
24	LOT 5, PROPOSED BUILDING 4 ELEVATION

CERTIFICATION:

I HEREBY CERTIFY THAT THE ENCLOSED SHEETS 1 THROUGH 24, INCLUSIVE, WHICH COMPRISE THIS EXHIBIT "A", IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN TO INCLUDE THE COMMON ELEMENTS AND UNITS, AND THAT THE CONSTRUCTION OF BUILDINGS #1 AND #2 ARE SUBSTANTIALLY COMPLETE SUCH THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM FOR THE BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM, RESPECTIVELY 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 INCLUDED WITHIN SAID CONDOMINIUM CAN BE DETERMINED FROM THESE MATERIALS.

I HEREBY CERTIFY THAT THIS CONDOMINIUM BOUNDARY HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE RULE 61G17-6, PURSUANT TO CHAPTER 718.104(e), FLORIDA STATUTES, AND FIND THAT THERE ARE NO EASEMENTS, ENCROACHMENTS, OR USES AFFECTING THIS PROPERTY, THAT I HAVE KNOWLEDGE OF OTHER THAN THOSE SHOWN AND DEPICTED THEREON.

(Signature)
 DAVID D. LIDBERG
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA NO. 3613



LIDBERG LAND SURVEYING, INC.
 LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

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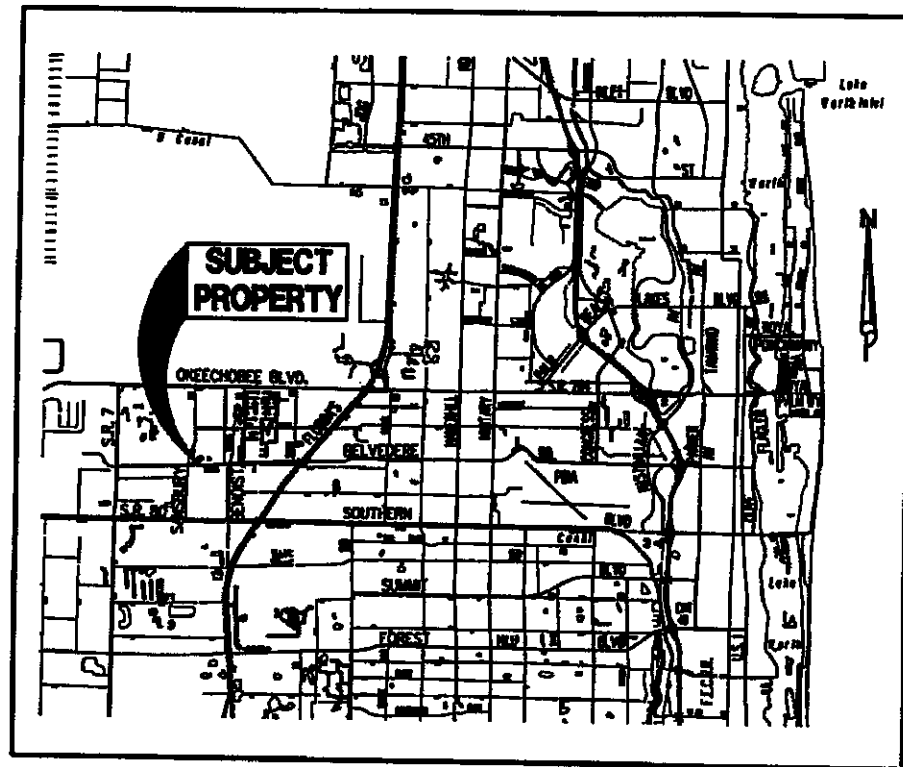
EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA

NOTES:

- 1) ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
- 2) WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS.
- 3) UPPER, LOWER AND PERIMETRICAL BOUNDARIES OF UNITS ARE DEFINED AND DESCRIBED IN THE DECLARATION OF CONDOMINIUM OF BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM.

ABBREVIATIONS:

- AC = AIR CONDITIONING
- BLDG. = BUILDING
- C.B. = CATCH BASIN
- C.M.P. = CORRUGATED METAL PIPE
- C.P.P. = CORRUGATED PLASTIC PIPE
- C.E. = COMMON ELEMENT
- CONC. = CONCRETE
- D.I.P. = DUCTILE IRON PIPE
- ELEV. = ELEVATION
- FL. = FLOOR
- FND. = FOUND
- I.R. = IRON ROD
- L.P. = LIGHT POLE
- L.C.E. = LIMITED COMMON ELEMENT
- M.H. = MANHOLE
- N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
- D.R.B. = OFFICIAL RECORD BOOK
- (P) = AS SHOWN ON SUBJECT PLAT
- P.B. = PLAT BOOK
- PG. = PAGE
- R.C.P. = REINFORCED CONCRETE PIPE
- SAN. = SANITARY
- TOB = TOP OF BANK
- TOE = TOE OF SLOPE
- TYP. = TYPICAL
- W.P.P. = WOOD POWER POLE



VICINITY MAP

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CKD. D.C.L.	SHEET 2 OF 24	DWG. A04-118K	

LB4431 675 West Indian Town Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION:

ALL OF LOTS 1 AND 5, ACCORDING TO THE PLAT OF LEELAN WEST INDUSTRIAL PARK, RECORDED IN PLAT BOOK 62, PAGES 133 AND 134, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.


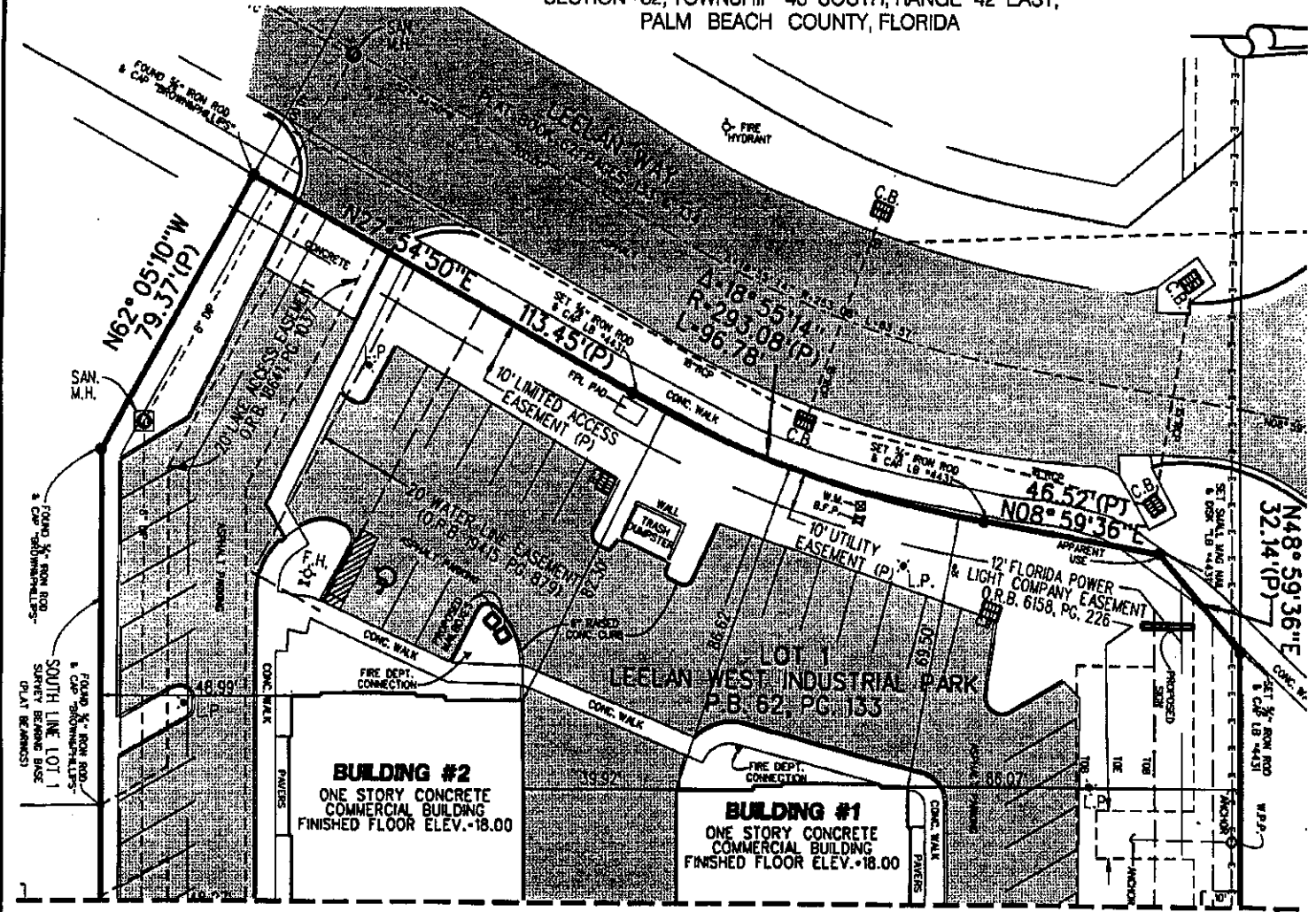
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		DWG. A04-118K	

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMIN
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA



MATCH LINE SEE SHEET 5



LIDBERG LAND SURVEYING, INC.

LB4431

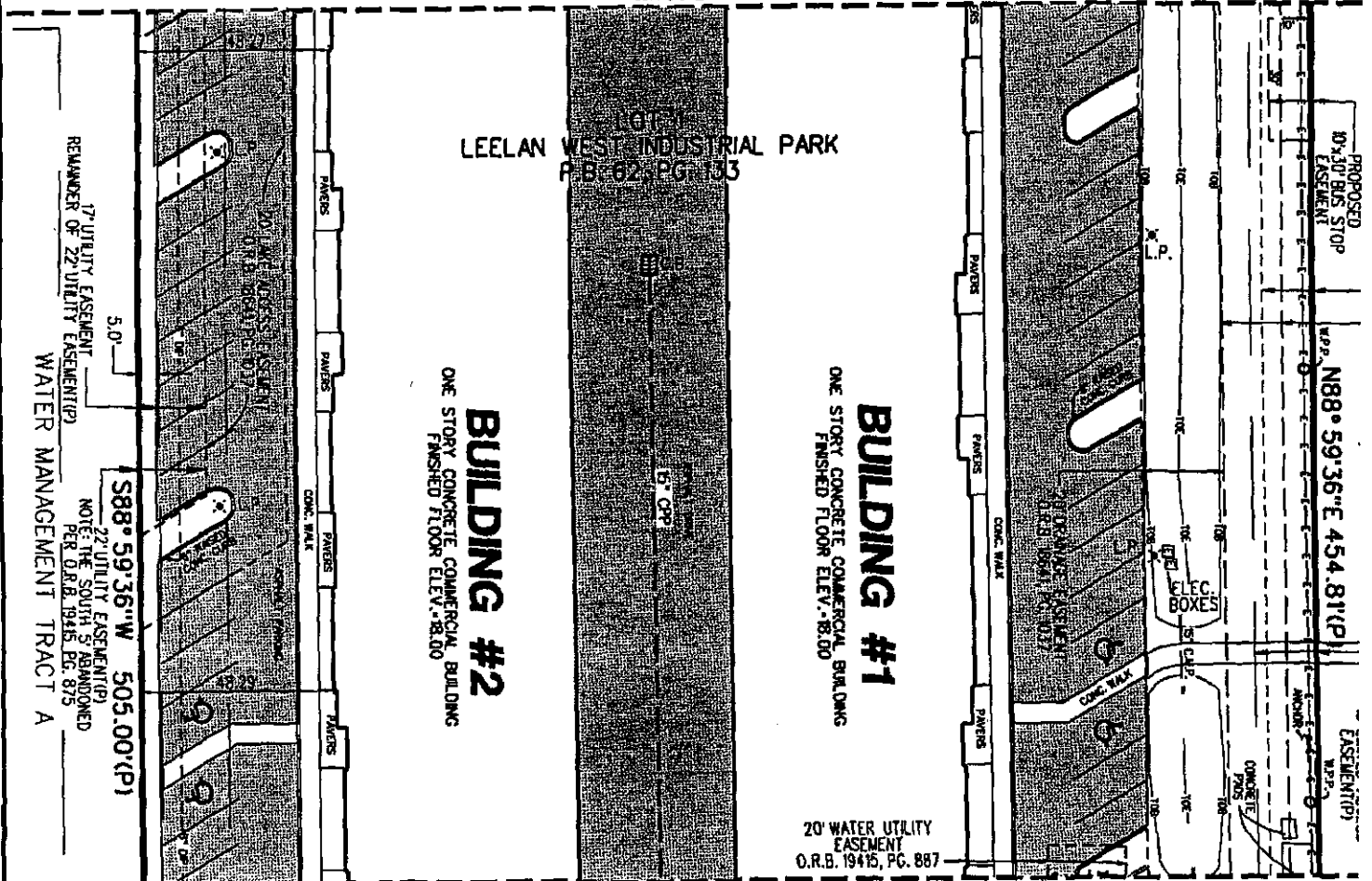
675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8434

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CKD. D.C.L.	SHEET 4	OF 24	DWG. AD4-118K

BOUNDARY
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EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

MATCHLINE SEE SHEET 4



MATCHLINE SEE SHEET 6

LIDBERG LAND SURVEYING, INC.

LB4431

875 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

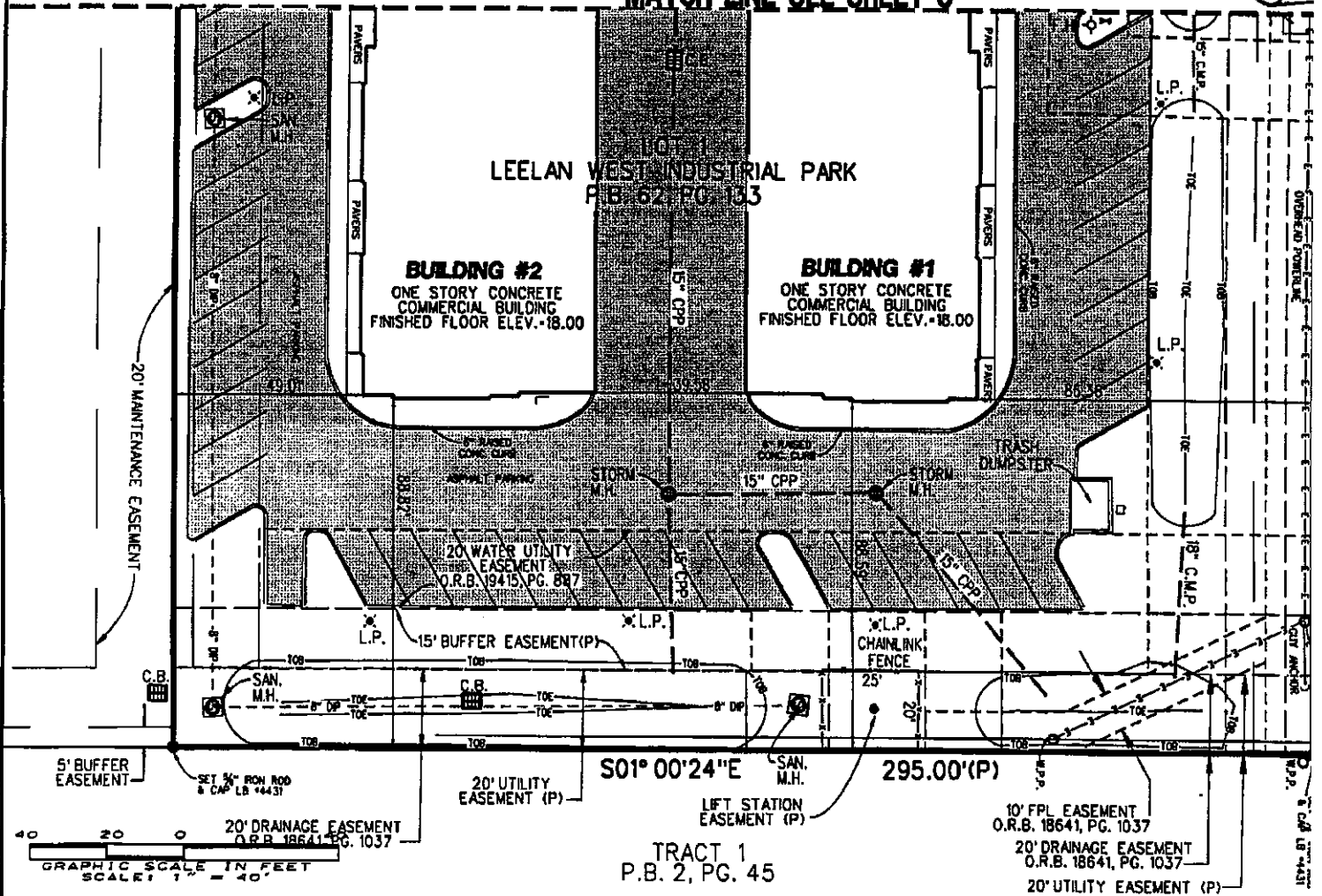
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CKD. D.C.L.	SHEET 5	OF 24	DWG. AD4-118K

GRAPHIC SCALE

BOUNDARY
 PLAT
 PAGES

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

MATCH LINE SEE SHEET 5



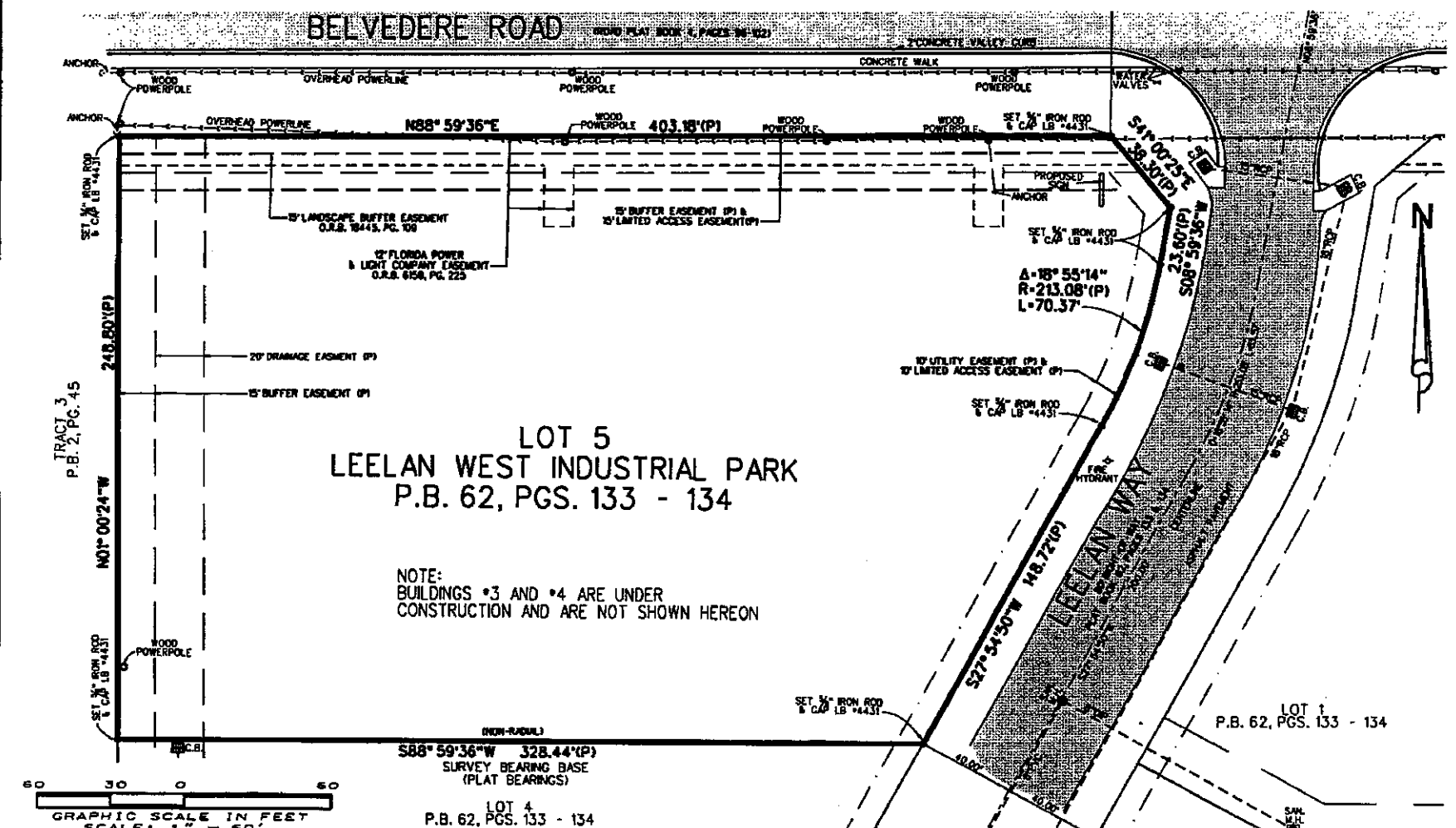
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LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

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CKD. D.C.L.	SHEET 6	OF 24	DWG. A04-118K

**BOUND
 PLAN
 PAGE**

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



LIDBERG LAND SURVEYING, INC.

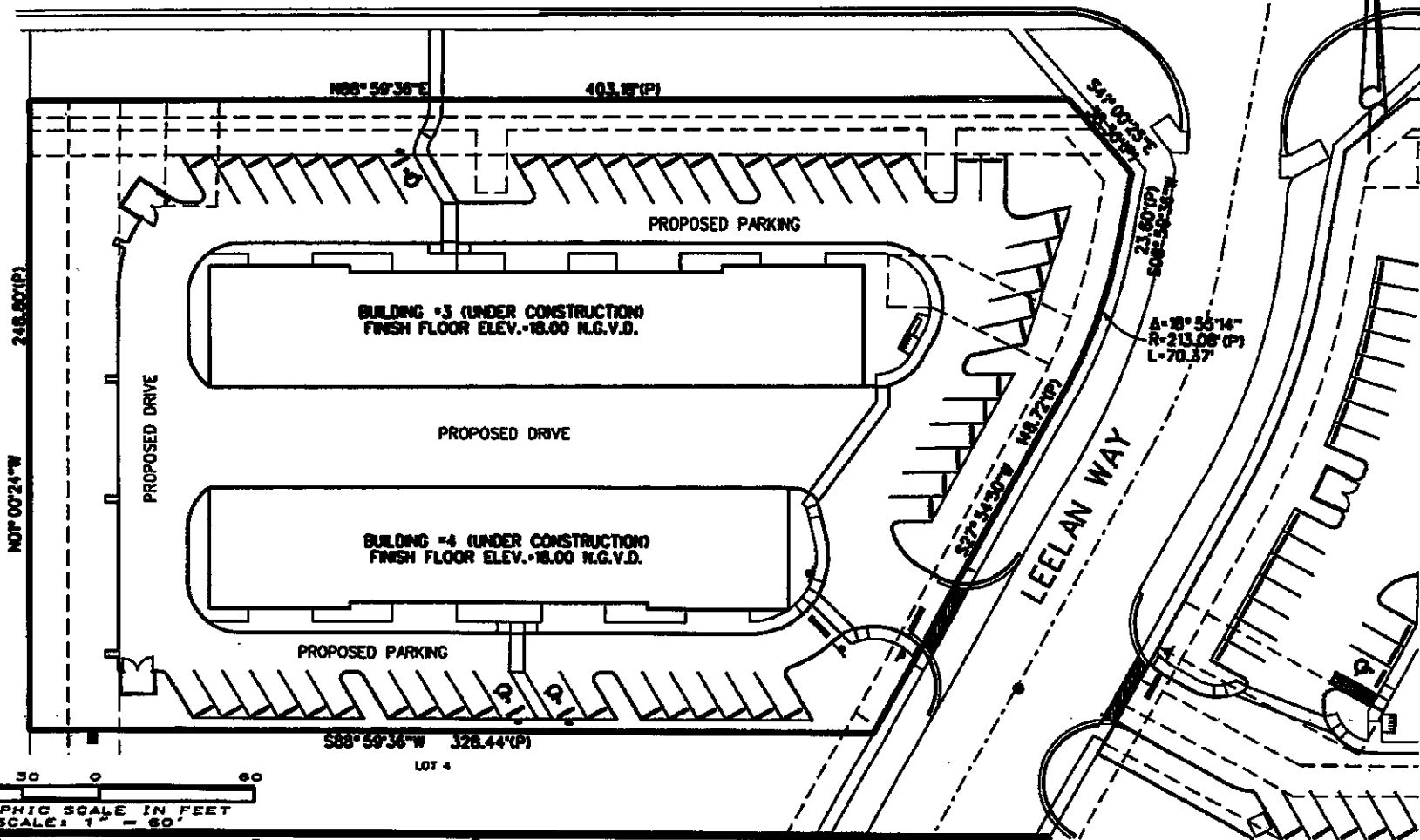
LB4431 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

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OFF. CASASUS			DATE NOVEMBER 2005
CKD. D.C.L.	SHEET 7	OF 24	DWG. A04-118K

BOUNDARY SURVEY
LOT 5
PLAT BOOK 62,
PAGES 133-134

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

BELVEDERE ROAD



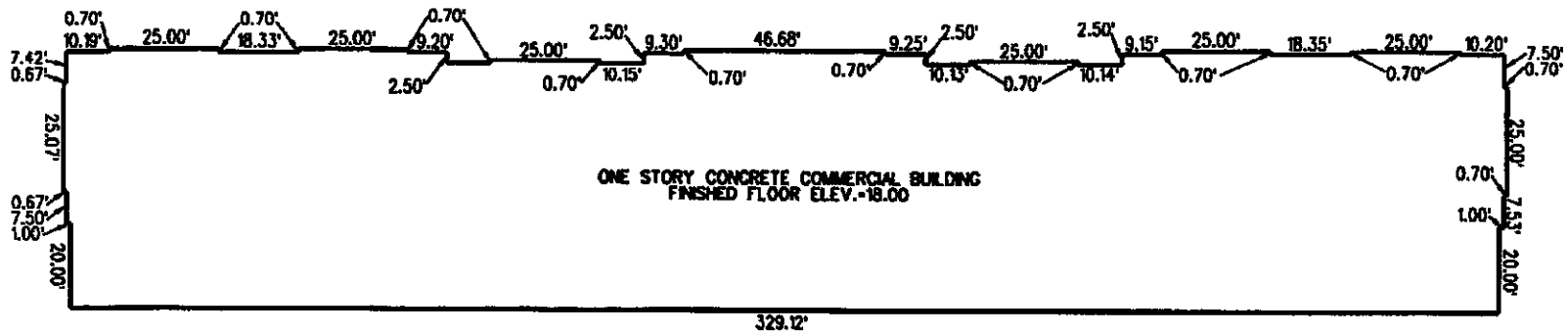
LIDBERG LAND SURVEYING, INC.

LR4431 875 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

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		DWG. A04-118X

SITE PLAN
LOT 5

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



BUILDING #1 - EXTERIOR DIMENSIONS

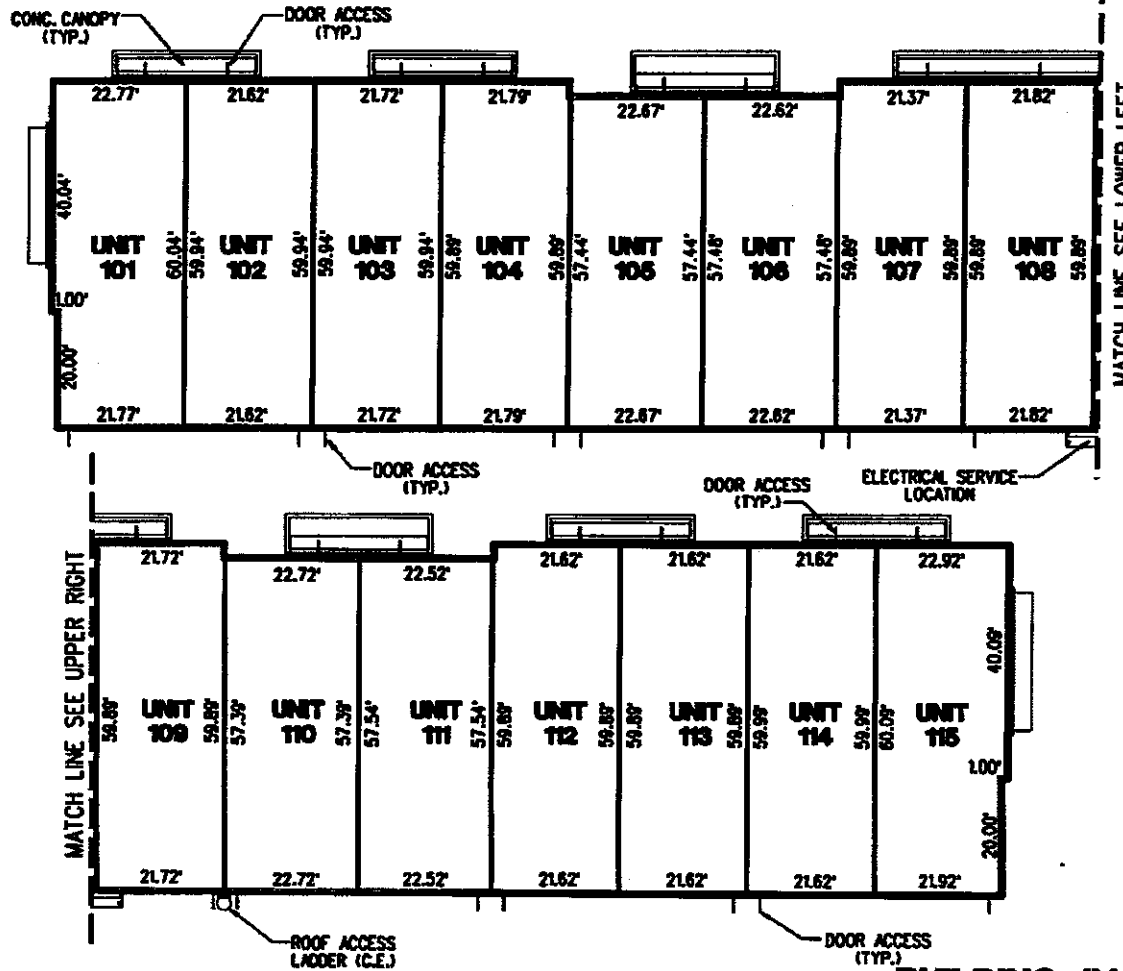


LIDBERG LAND
SURVEYING, INC.

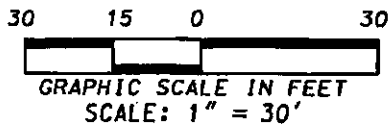
LB4431 675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

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EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA



BUILDING #1 FLOOR PLAN



LIDBERG LAND SURVEYING, INC.

LB4431

675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL: 561-748-9454

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FLO. -

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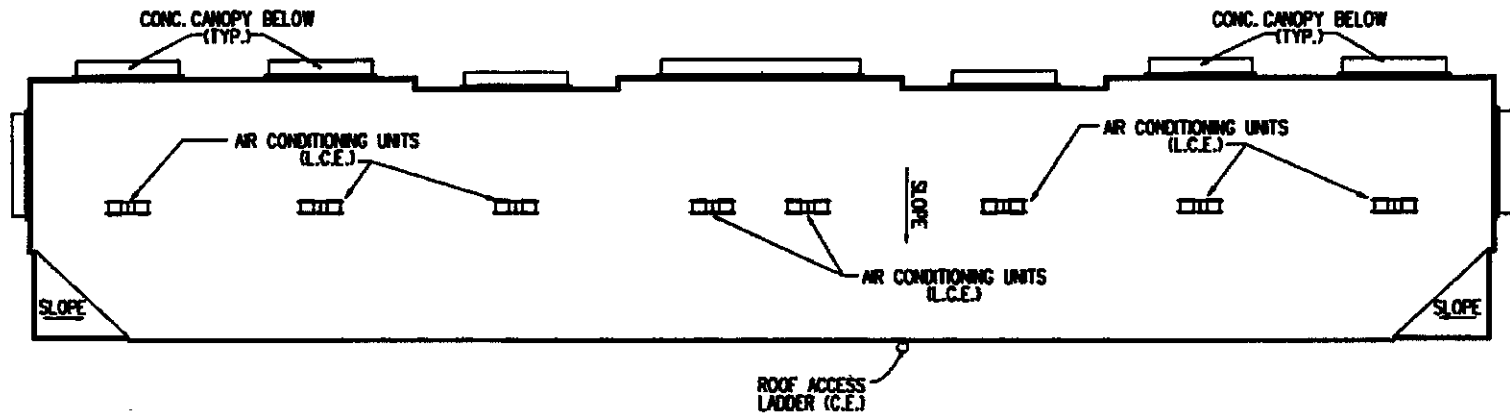
DATE NOVEMBER 2005

CRD. D.C.L.

SHEET 10 OF 24

DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



BUILDING #1 - ROOF LEVEL

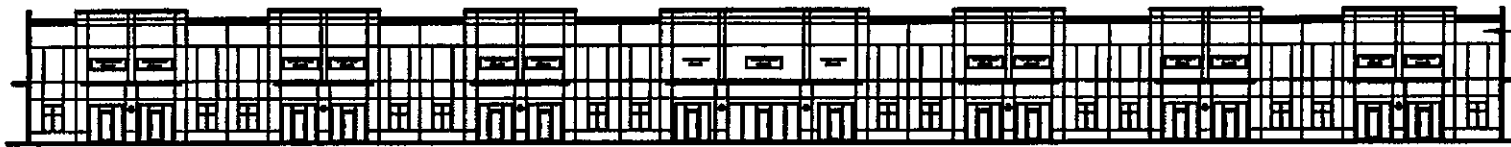


LIDBERG LAND SURVEYING, INC.
 LB4431 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

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OFF. CASASUS		DATE NOVEMBER 2005
CKD. D.C.L.	SHEET 11 OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA

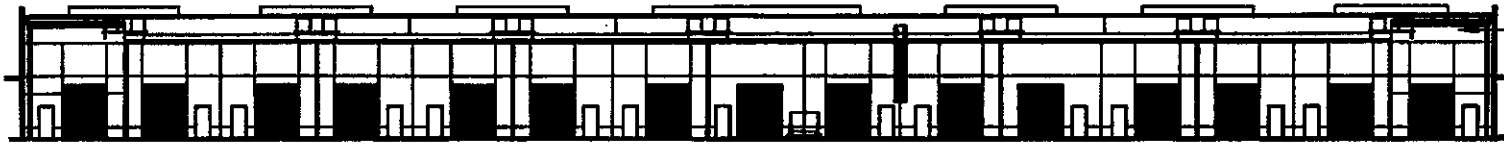
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 LOWEST CEILING ELEV. - 22.33 (N.G.V.D.)



NORTH ELEVATION

FINISH FLOOR ELEV. - 18.00 (N.G.V.D.)

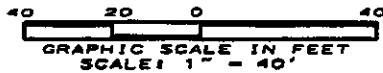
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 LOWEST CEILING ELEV. - 22.33 (N.G.V.D.)



SOUTH ELEVATION

FINISH FLOOR ELEV. - 18.00 (N.G.V.D.)

BUILDING #1 - ELEVATION VIEWS

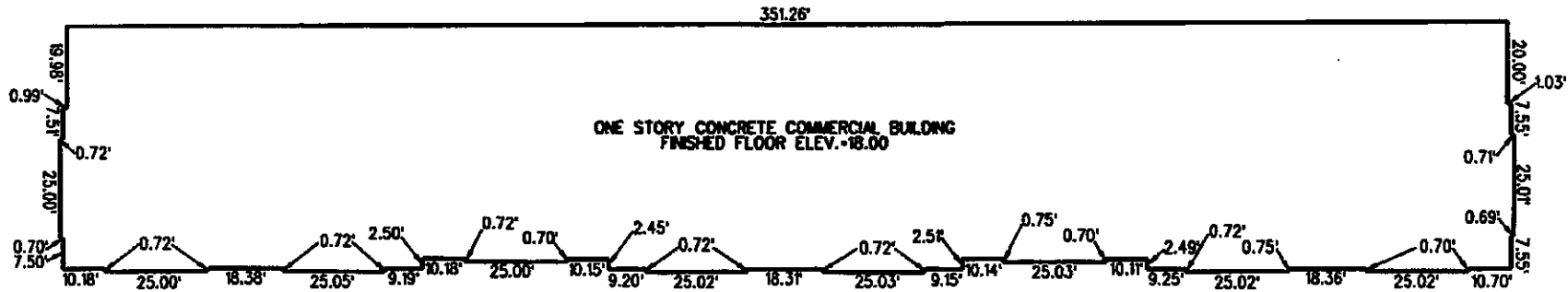


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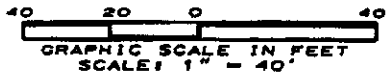
LB4431 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

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OFF. CASASUS			DATE NOVEMBER 2005
CKD. D.C.L.	SHEET 12	OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



BUILDING #2 - EXTERIOR DIMENSIONS

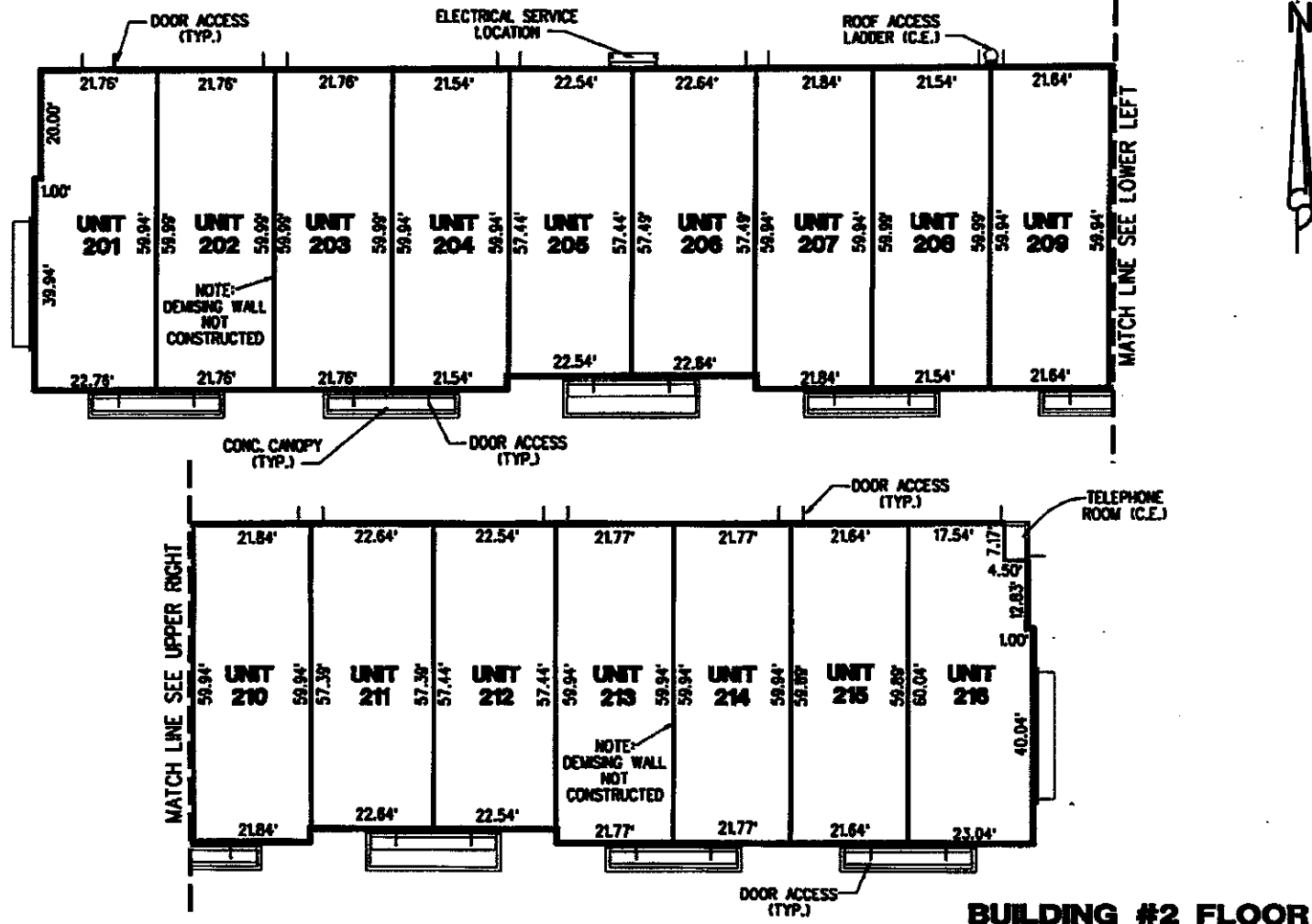


LIDBERG LAND SURVEYING, INC.

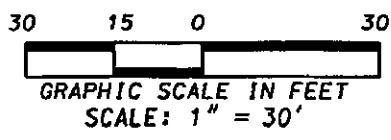
LB4431 875 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

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OFF. CASASUS			DATE NOVEMBER 2005
CKD. D.C.L.	SHEET 13	OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA



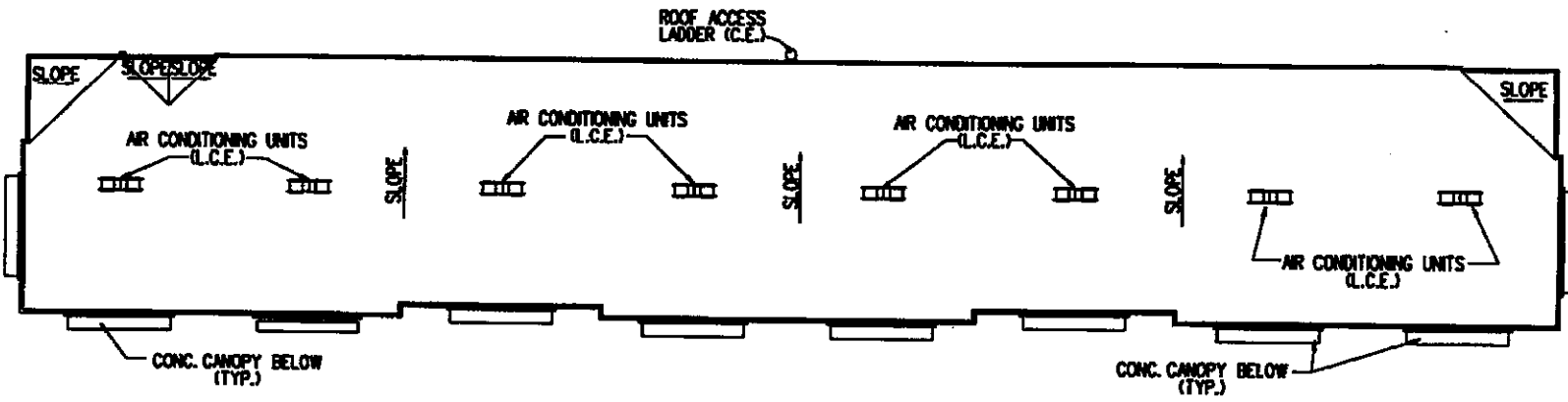
BUILDING #2 FLOOR PLAN



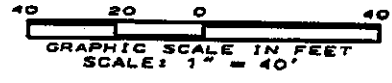
LIDBERG LAND SURVEYING, INC.
 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454
 LB4431

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EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



BUILDING #2 - ROOF LEVEL

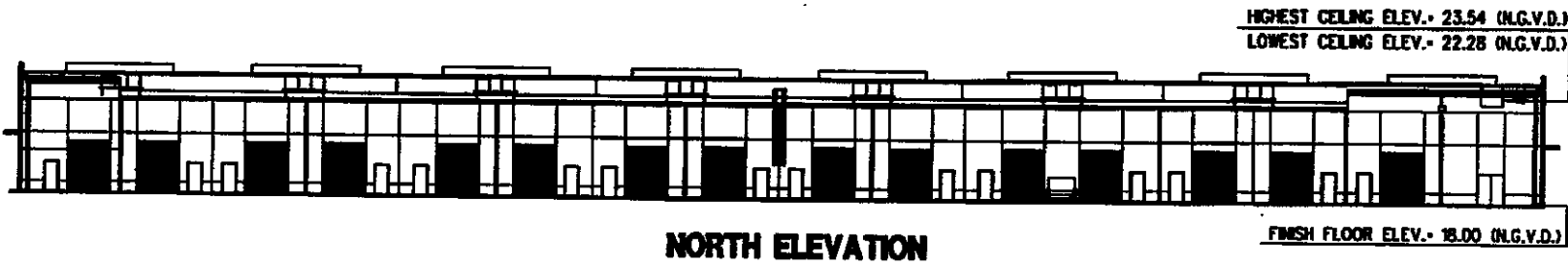


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LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8454

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CKD. D.C.L.	SHEET 15 OF 24	DWG. A04-118K	

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA



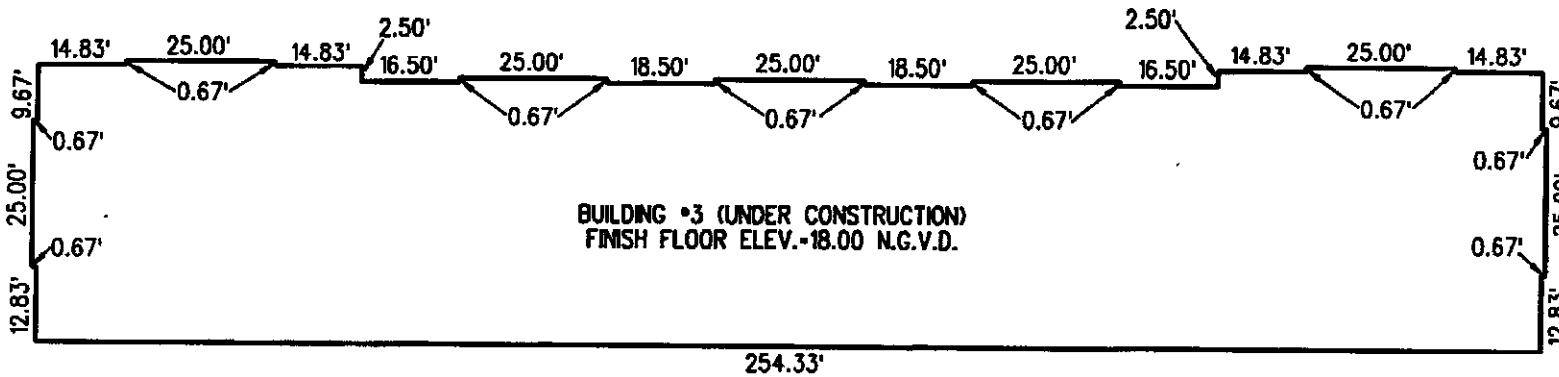
BUILDING #2 - ELEVATION VIEWS



LIDBERG LAND SURVEYING, INC.
 LB4431 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

CAD. R:\MST \ 324342 \ 62-133 \ 04-118-308 \ 04-118-308.DGN			
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CKD. D.C.L.	SHEET 16	OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



BUILDING #3 (UNDER CONSTRUCTION)
 FINISH FLOOR ELEV.-18.00 N.G.V.D.

NOTE:
 IMPROVEMENTS SHOWN HEREON ARE UNDER CONSTRUCTION

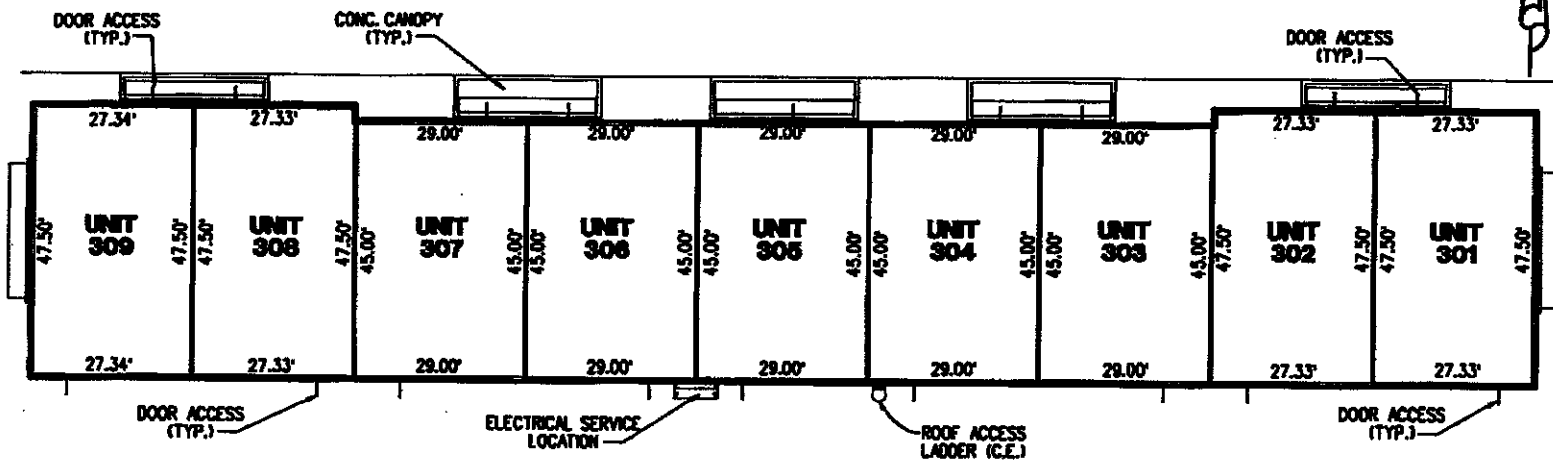
PROPOSED BUILDING #3 - EXTERIOR DIMENSIONS



LIDBERG LAND SURVEYING, INC.
 LB4431 675 West Indiantown Road, Suite 200, Jupiter, Florida 33458 TEL. 561-746-8434

CAD. R:\MST \ 324342 \ 62-133 \ 04-118-308 \ 04-118-308.DGN		
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OFF. CASASUS		DATE NOVEMBER 2005
CKD. D.C.L.	SHEET 17 OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA



NOTE:
 IMPROVEMENTS SHOWN HEREON ARE UNDER CONSTRUCTION

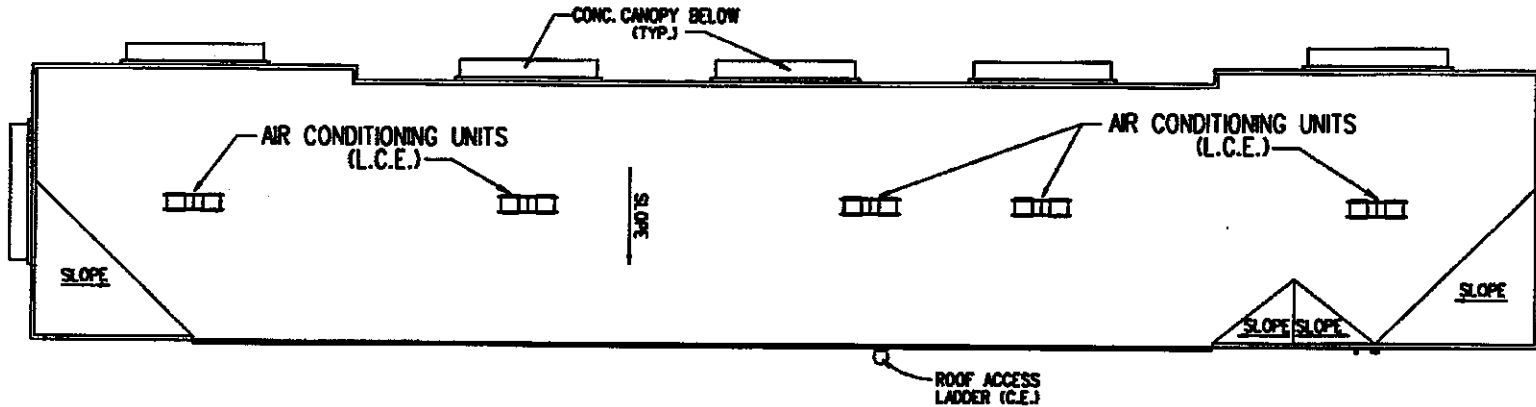
PROPOSED BUILDING #3 FLOOR PLAN



LIDBERG LAND SURVEYING, INC.
 875 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

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EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



NOTE:
 IMPROVEMENTS SHOWN HEREON ARE UNDER CONSTRUCTION

PROPOSED BUILDING #3 - ROOF LEVEL



LIDBERG LAND SURVEYING, INC.

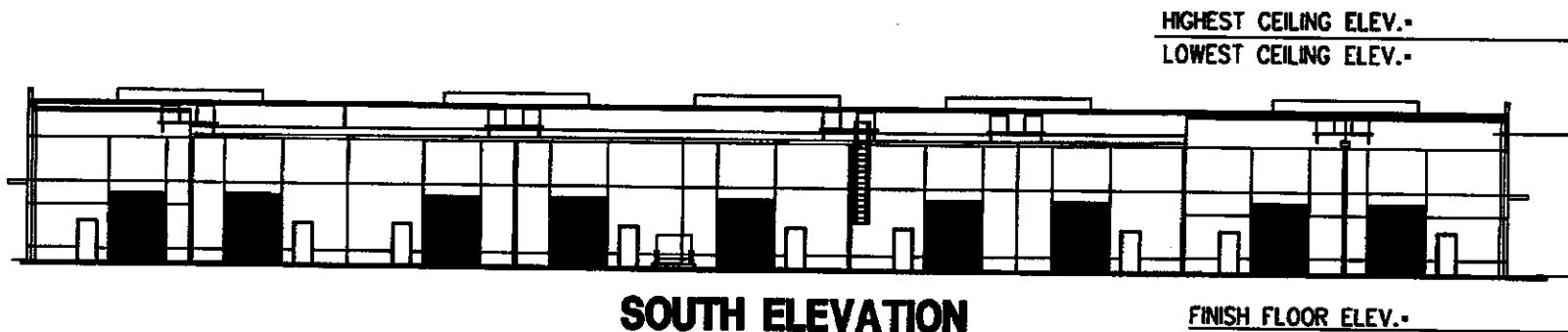
LB4431 675 West Indiantown Road, Suite 200,
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EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA



NORTH ELEVATION



SOUTH ELEVATION

NOTE:
 IMPROVEMENTS SHOWN HEREON ARE UNDER CONSTRUCTION

PROPOSED BUILDING #3 - ELEVATION VIEWS

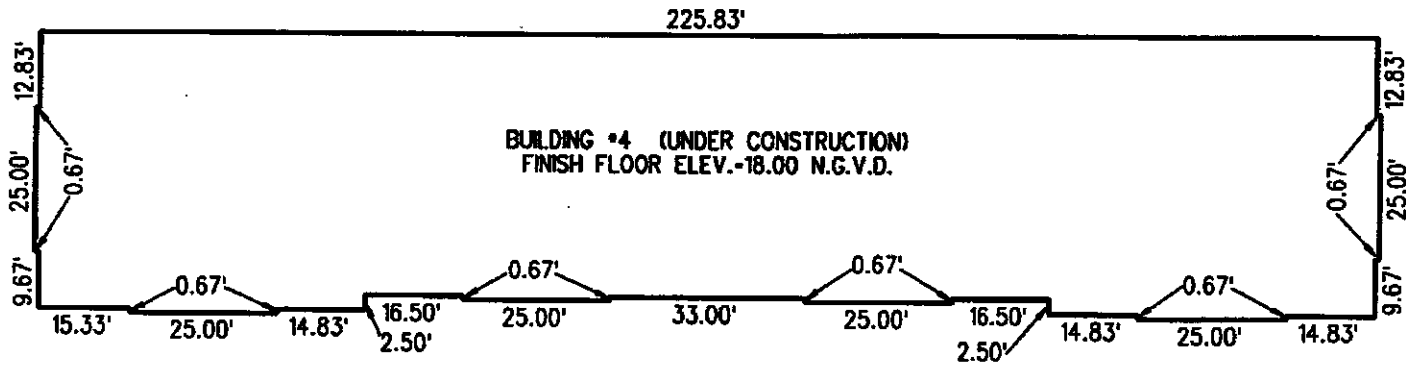


LIDBERG LAND SURVEYING, INC.

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 Jupiter, Florida 33458 TEL. 561-746-8454

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CKD. D.C.L.	SHEET 20	OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



BUILDING #4 (UNDER CONSTRUCTION)
 FINISH FLOOR ELEV. -18.00 N.G.V.D.

NOTE:
 IMPROVEMENTS SHOWN HEREON ARE UNDER CONSTRUCTION

PROPOSED BUILDING #4 - EXTERIOR DIMENSIONS

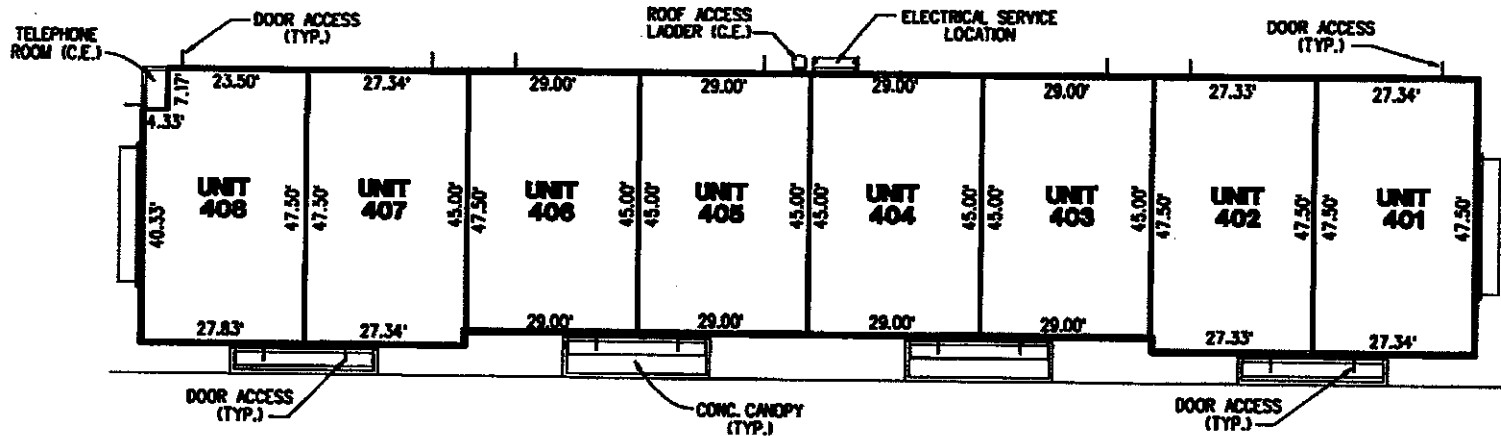


LIDBERG LAND SURVEYING, INC.

LB4431 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-748-8454

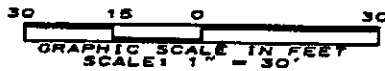
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OFF. CASASUS			DATE NOVEMBER 2005
CKD. D.C.L.	SHEET 21	OF 24	DWG. A04-118X

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA



NOTE:
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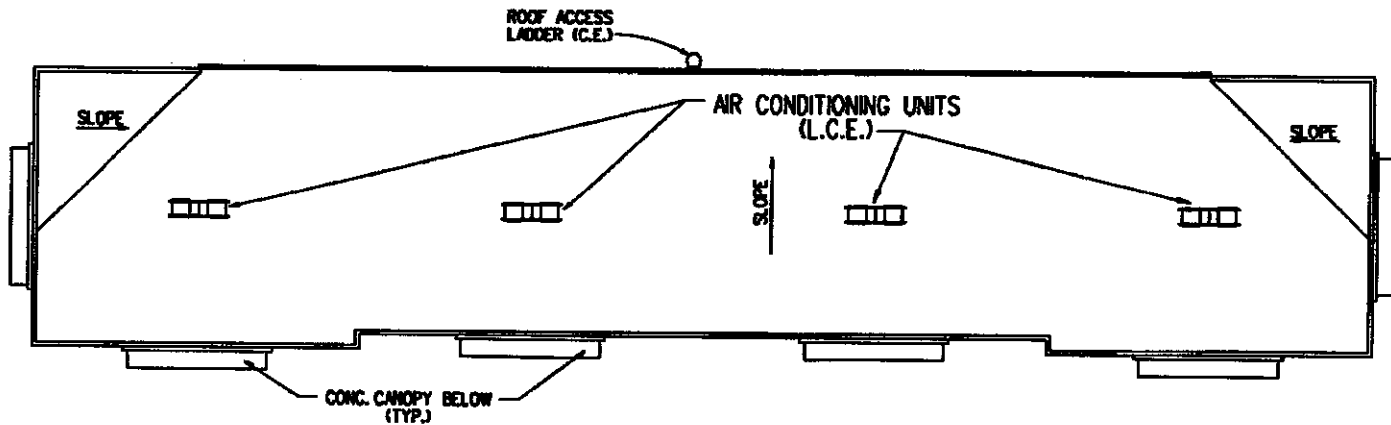
PROPOSED BUILDING #4 FLOOR PLAN



LIDBERG LAND SURVEYING, INC.
 LB4431 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-748-8454

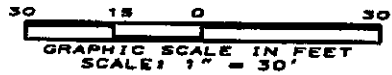
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OFF. CASASUS		DATE NOVEMBER 2005	
CKD. D.C.L.	SHEET 22 OF 24	DWG. A04-118K	

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



NOTE:
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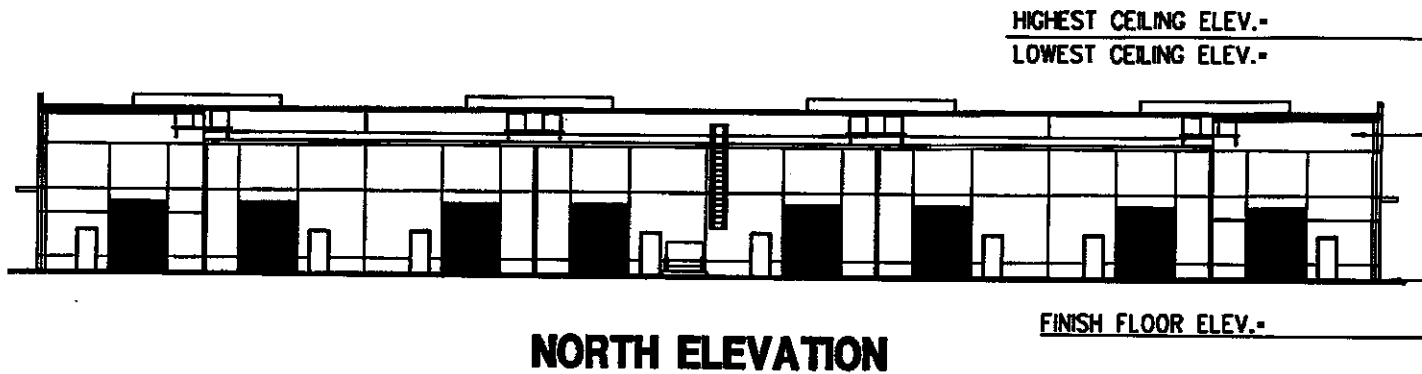
PROPOSED BUILDING #4 - ROOF LEVEL



LIDBERG LAND SURVEYING, INC.
 LB4431 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-2454

CAD. KAUST \ 324342 \ 62-133 \ 04-118-308 \ 04-118-308.DGN			
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OFF. CASASUS			DATE NOVEMBER 2005
CKD. D.C.L.	SHEET 23	OF 24	DWG. A04-118K

EXHIBIT "A"
BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM
 SECTION 32, TOWNSHIP 43 SOUTH, RANGE 42 EAST,
 PALM BEACH COUNTY, FLORIDA



NOTE:
 IMPROVEMENTS SHOWN HEREON ARE UNDER CONSTRUCTION

PROPOSED BUILDING #4 - ELEVATION VIEWS



LIDBERG LAND SURVEYING, INC.
 LB4431 675 West Indiantown Road, Suite 200,
 Jupiter, Florida 33458 TEL. 561-746-8454

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CKD. D.C.L.	SHEET 24	OF 24	DWG. A04-118K

N05000010599

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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TALLAHASSEE, FLORIDA

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

T. Hampton OCT 14 2005

EXHIBIT
B

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

21verdere West Industrial Park
condominium Association, Inc.

- Art of Inc. File _____
- _____ LTD Partnership File _____
- _____ Foreign Corp. File _____
- _____ L.C. File _____
- _____ Fictitious Name File _____
- _____ Trade/Service Mark _____
- _____ Merger File _____
- _____ Art. of Amend. File _____
- _____ RA Resignation _____
- _____ Dissolution / Withdrawal _____
- _____ Annual Report / Reinstatement _____
- Cert. Copy _____
- _____ Photo Copy _____
- _____ Certificate of Good Standing _____
- _____ Certificate of Status _____
- _____ Certificate of Fictitious Name _____
- _____ Corp Record Search _____
- _____ Officer Search _____
- _____ Fictitious Search _____
- _____ Fictitious Owner Search _____
- _____ Vehicle Search _____
- _____ Driving Record _____
- _____ UCC 1 or 3 File _____
- _____ UCC 11 Search _____
- _____ UCC 11 Retrieval _____
- _____ Courier _____

Signature _____

Requested by: _____

Name _____

Date _____

Time _____

Valk-In _____

Will Pick Up _____

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**ARTICLES OF INCORPORATION
OF
BELVEDERE WEST INDUSTRIAL PARK
CONDOMINIUM ASSOCIATION, INC.
(a Corporation not for profit)**

2005 OCT 13 PM 3: 38

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes and certify as follows:

ARTICLE I

Name

The name of this corporation shall be: BELVEDERE WEST INDUSTRIAL PARK CONDOMINIUM ASSOCIATION, INC., whose address shall be 1719 Cypress Row Drive, West Palm Beach, Florida 33411. For convenience, the corporation shall be referred to in this instrument as the "Association".

ARTICLE II

Term

The term of the Association shall be perpetual.

ARTICLE III

Purpose

The purpose for which the Association is organized is to provide an entity pursuant to the CONDOMINIUM ACT of the State of Florida (F.S. 718, et seq.) and amendments thereto, for the operation of BELVEDERE WEST INDUSTRIAL PARK CONDOMINIUM, hereinafter referred to as the "Condominium".

ARTICLE IV

Address

The address of this Association shall be: 1719 Cypress Row Drive, West Palm Beach, Florida 33411.

Page 1 of 10

ARTICLE V
Incorporator

The name and address of the incorporator is:

<u>Name</u>	<u>Address</u>
Lacy McMillen	8610 Pine Cay Drive West Palm Beach, Florida 33411

ARTICLE VI
Registered Agent

The name of the initial registered agent and the address of the initial registered office of said registered agent is as follows:

<u>Name</u>	<u>Address</u>
Jane S. Humston	Berrocal & Wilkins, P.A. 801 Maplewood Drive, Suite 22-A Jupiter, FL 33458

ARTICLE VII
Directors

A. The affairs of the Association shall be managed by a Board of Directors consisting of a number of Directors determined by the Bylaws but shall not be less than three nor more than five. In the absence of such determination, the Board shall consist of three Directors. Directors need not be members of the Association.

B. Directors of the Association shall be elected by annual meetings of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

C. The names and addresses of the members of the first Board of Directors, who shall serve until their successors have been elected and have qualified or until they are removed are:

<u>Name</u>	<u>Address</u>
Douglas A. McMillen	1719 Cypress Row Drive West Palm Beach, Florida 33411
Lacy McMillen	8610 Pine Cay Drive West Palm Beach, Florida 33411
Dwayne A. McMillen	8722 Treasure Cay West Palm Beach, Florida 33411

D. The Directors named in this Article shall serve until the first election of Directors and any vacancies in their number occurring before the first election of Directors shall be filled by the remaining Directors. The first election of Directors shall not be held until the first to occur of the following:

1. Three (3) years after fifty percent (50%) of all units that will be operated ultimately by the Association have been sold by the Developer and their titles conveyed; or
2. Three (3) months after ninety percent (90%) of all units that will be operated ultimately by the Association have been sold by the Developer and their titles conveyed; or
3. When all units that will be operated ultimately by the Association have been completed, and the Developer ceases to offer unsold units for sale in the ordinary course of business; or
4. When Developer elects to terminate its control of the Association.

At the end of such period of time, a Special Meeting of the Members shall be called and held in accordance with the Bylaws for the purpose of electing Directors.

Notwithstanding the above, upon sale and closing of at least fifteen percent (15%) of the units that will be operated ultimately by the Association, the unit owners other than Developer shall be entitled to elect no less than one-third (1/3) of the Directors. A Special Meeting of the Members shall be called by the Association for this purpose within sixty (60) days after the unit owners other than Developer are entitled to elect Directors to the Board

of Directors. The Association shall give not less than thirty (30) days or more than forty (40) days notice to all Members of said Special Meeting.

An employee of a business entity owner, such as Developer, shall be eligible to serve as a Director of the Association. The Directors herein named shall serve until their replacements are duly elected and any vacancies in their number occurring before the first election shall be filled by the Developer.

The Developer shall be entitled to elect a least one (1) member of the Board of Directors as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the units that will be operated ultimately by the Association.

The Developer shall be entitled at any time to remove or replace any Director originally selected by the Developer.

ARTICLE VIII **Officers**

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Title</u>	<u>Name</u>	<u>Address</u>
President-Treasurer	Douglas A. McMillen	1719 Cypress Row Drive West Palm Beach, Florida 33411
Vice President-Secretary	Lacy McMillen	8610 Pine Cay West Palm Beach, Florida 33411

ARTICLE IX **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 or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been Director or an Officer at the time such expenses are incurred, except when the Officer or Director is adjudged guilty of willful negligence or fraud in the performance of his duties, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being for the best interest 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 X
Bylaws

The Bylaws of the Association shall be adopted by the first Board of Directors and may be altered, amended or rescinded only at duly called meetings of the members in the manner provided by the Bylaws.

ARTICLE XI
Amendments

A. A majority of the Board of Directors or a majority of the voting members may propose alterations, amendments to, or the rescission of these Articles of Incorporation, so long as the proposals shall set forth the proposed alteration, amendment, or rescission; shall be in writing; shall be filed by the Board of Directors or a majority of the members and shall thereupon call a Special Meeting of the members of the Association not less than ten (10) days nor later than thirty (30) days from receipt of the proposed amendment, the notice for which shall be given in the manner provided in the Bylaws. An affirmative vote of seventy-five (75%) of the Board of Directors, and an affirmative vote of seventy-five (75%) of all votes of members of the Association shall be required for the adoption of the proposed alteration, amendment or rescission.

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

8/12
Amend
new B & C

ARTICLE XII
Negation of Pecuniary Gain

The Corporation is not organized for pecuniary profit nor shall it have any power to issue certificates of stock or declare dividends, and no part of its net earnings shall inure to the benefit of any member, director or individual. The balance, if any, of all money received by the corporation from its operations, after the payment in full of all debts and obligations of the corporation of whatsoever kind and nature, shall be used and distributed exclusively for charitable, scientific, and education purposes.

ARTICLE XIII
Powers

The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a nonprofit corporation which are not in conflict with the terms of these Articles.

B. The Association shall have all the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declaration of Condominium and its Exhibits, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration as it may be amended from time, including but not limited to, the following:

1. To make and collect assessments against members as unit owners to defray costs, expenses and losses of the Condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the Condominium property.
4. The purchase of insurance upon the Condominium property and insurance for the protection of the Association and its members as unit owners.
5. The reconstruction of improvements after casualty and further improvements of the property.
6. To make and amend reasonable regulations respecting the use of the property in the Condominium; provided, however, that all such regulations and their amendments shall be approved by not less than seventy-five percent (75%) of the votes of the entire membership of the Board of Directors, and not less than a majority of the number of votes in attendance or by proxy, before such shall become effective.
7. To approve or disapprove the transfer, mortgage, and ownership of units as may be provided by the Declaration of Condominium and the Bylaws.
8. To contract for the management of the Condominium, and to delegate to such contractors all powers and duties of the Association, except such as are specifically

*All BL
art VI.6
& Sec 8.3 & 9.8*

required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

9. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease or assign such portions.

10. To employ personnel to perform the services required for proper operation of the Condominium.

11. To establish Bylaws for the operation of the Association.

C. Except as provided in the Declaration of Condominium, the Association shall not have the power to purchase any unit in the Condominium except at sales in foreclosures of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the Condominium units.

D. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the Bylaws.

E. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

F. No part of the income, if any, of this Association shall be distributed to the members, directors or officers of the Association unless in connection with the termination of the Condominium.


ARTICLE XIV Members

A. The members of the Association shall consist of all record owners of units in the Condominium who have been approved for membership by the Association and are record title holders of a condominium unit. After termination of the Condominium, the members of the Association shall consist of those who are members at the time of such termination, their successors, assigns, and/or trustees.

B. After receiving approval of the Association as required by the Declaration of Condominium, a change of membership in the Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument of like style and form conveying title. The owner designated by such instrument thus becomes a member of the Association, and the membership of the prior owner is terminated.


C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

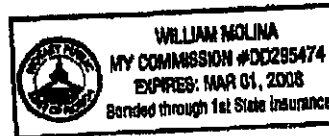
D. The owner(s) of each unit shall be entitled to the number of votes for that unit as set forth in the Declaration of Condominium for the Condominium and the exhibits thereto.


Lacy McMillen, Incorporator

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10 day of October, 2005, by Lacy McMillen, who is personally known to me or who has produced Driver License as identification and who did/did not take an oath.


Notary Public, State of Florida
Printed Name: William Molina
Commission Number: DD295474
My Commission Expires: MAR 01, 2008
(NOTARY SEAL)



**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN Florida. NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED**

In compliance with the Florida Statutes, the following is submitted:

BELVEDERE WEST INDUSTRIAL PARK CONDOMINIUM ASSOCIATION, INC., a Florida Corporation, desiring to organize under the laws of the State of Florida, with its principal place of business as indicated in the foregoing Articles of Incorporation, has named

Agent

Address

Jane S. Hunston

Bercoff & Wilkins, P.A.
801 Maplewood Dr., Suite 22-A
Jupiter, FL 33458

as its agent to accept service of process within Florida, and as its Statutory Registered Agent.

ACKNOWLEDGMENT AND ACCEPTANCE

Having been named to accept service of process for the above stated Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

DATED: October 10, 2005



Jane S. Hunston, Registered Agent

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10th day of October, 2005, by Jane S. Hunston, who is personally known to me or who has produced _____ as identification.

Joann B. Petroff
Notary Public, State of Florida
Printed Name: Joann B. Petroff
Commission Number: _____
My Commission Expires: _____

(NOTARY SEAL)



BYLAWS

**BELVEDERE WEST INDUSTRIAL PARK
CONDOMINIUM ASSOCIATION, INC.
A NON-PROFIT FLORIDA CORPORATION**

**ARTICLE I
GENERAL**

A. **Name.** The name of the corporation shall be BELVEDERE WEST INDUSTRIAL PARK CONDOMINIUM ASSOCIATION, INC., hereinafter called "Association" or "Corporation".

B. **Principal Office.** The principal office of the corporation shall be at 1719 Cypress Row Drive, West Palm Beach, Florida 33411, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the corporation shall be kept at the principal office.

C. **Definitions.** As used herein, terms defined in the Declaration of Condominium for BELVEDERE WEST INDUSTRIAL PARK, A COMMERCIAL CONDOMINIUM shall mean the same herein.

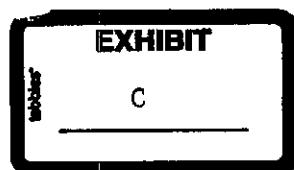
**ARTICLE II
CORPORATE SEAL**

The corporate seal of this Corporation shall bear the following words: BELVEDERE WEST INDUSTRIAL PARK CONDOMINIUM ASSOCIATION INC., Non-Profit.

**ARTICLE III
MEMBERS**

A. **Members.** The members of the Association shall consist of all record owners of units in the Condominium who have been approved for membership by the Association. After termination of the Condominium, the members shall consist of those who are members at the time of such termination, their successors, assigns, and/or trustees.

B. **Change in Membership.** After receiving approval of the Association as required by the Declaration of Condominium and these Bylaws, a change of membership in the Association shall be established by recording in the public records of Palm Beach County, Florida, a deed or other instrument of like style and form conveying title. The owner designated by such instrument thus becomes a member of the Association, and the membership of the prior owner is terminated.



C. The Share of a member in the assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his unit.

ARTICLE IV
MEMBERS' MEETINGS

A. Place. All meetings of the Association membership shall be held at the Office of the Association or such other place as may be stated in the notice of the meeting.

B. Annual Meeting. The annual members' meeting shall be held in Palm Beach County, Florida, at such time and place as the Board of Directors may determine, on the third Wednesday of each year, for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

C. Membership List. At least ten (10) days before every regular meeting of the membership, a complete list of members entitled to vote at said meeting, arranged numerically by units, with residents of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days at the office of the Association, and shall be open to examination by any member throughout such time.

D. Special Meetings. Special members' meetings shall be held whenever called by the President, or by a majority of the Board of Directors, and must be called by the President upon receipt of a written request from members entitled to cast one-half (½) of the votes of the entire membership. Such request shall state the purpose(s) of the proposed meeting. Business transacted at all special members' meetings shall be confined to the purpose(s) stated in the notice thereof

E. Notice. Notice of all members' meetings, stating the time and place and identifying the agenda items for which the meeting is called, shall be given by the President, Vice President, or Secretary. Such notice shall be in writing to each member at this address as it appears on the books of the Association, and unless otherwise provided in the Declaration of Condominium or the Articles of Incorporation shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting and a notice of such meeting shall be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding such meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Upon notice to the members, the Board shall by duly adopted rule designate a specific location on the condominium property upon which all notices of Unit Owner meetings shall be posted. Notice of meeting may be waived before or after meetings. Unless a unit owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to the unit owner and the post office certificate of mailing shall be retained as proof of such mailing. NOTICE OF ANY MEETING WHERE ASSESSMENTS AGAINST UNIT OWNERS ARE TO BE CONSIDERED FOR ANY REASON SHALL SPECIFICALLY CONTAIN A STATEMENT THAT ASSESSMENTS WILL

BE CONSIDERED AND THE NATURE OF ANY SUCH ASSESSMENTS.

F. Quorum. A quorum at members' meeting shall consist of the presence of a majority of the votes of the entire membership. The acts approved by the majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by express provisions of law, the Declaration of Condominium, the Articles of Incorporation or these Bylaws. If a quorum shall not be present or represented at any meetings of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally.

G. Voting.

1. The owner(s) of each unit shall be entitled as a member of the Association to the number of votes set forth on Exhibit "E" to the Declaration of Condominium for the unit(s) owned. The manner of voting is provided in these Bylaws. All the votes of a Unit or Suite shall be voted as a block and shall not be split.

2. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to the vote for the unit shall be designated by a certificate signed by an officer of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in ownership of a unit. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purposes. If a unit is owned jointly by a husband and wife, the following three provisions are applicable to it:

- a. They may, but shall not be required, to designate a voting member.
- b. If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.
- c. When they do not designate a voting member and only one is present at a meeting, the person present may cast the vote of the unit, just as though he or she owned the unit individually, and without establishing the concurrence of the absent member.

H. Proxies.

1. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

2. The use of proxies shall be governed by the provisions contained in Section 718.1 12(2)(b)(2) F.S.

I. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of law, the Declaration of Condominium, the Articles of Incorporation or these Bylaws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if all members, who would have been entitled to vote upon the action at such meeting if such meeting were held, shall have consented in writing to such action being taken.

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

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and approval of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of election.
8. Election of Directors.
9. Unfinished business.
10. New business.
11. Adjournment.

K. Proviso. Until Developer has completed all of the contemplated improvements in the Condominium and has closed title to sales and purchases of such number of units as are requisite to an election by unit owners of a majority of the Board of Directors of the Association as provided in the Articles of Incorporation, or until Developer elects to terminate majority control of the Association, the proceedings of all meetings of the members of the Association shall be advisory and recommendatory only, and shall be transmitted in the form of resolutions properly certified to the Board of Directors for consideration and their appropriate action as they deem proper or desirable.

ARTICLE V
BOARD OF DIRECTORS

A. **Number.** The affairs of the Association shall be managed by a Board of not less than three (3), nor more than five (5) Directors. The exact number of Directors shall be determined by the members at the time of election.

B. **First Board.** The initial Board of Directors and the manner of filling vacancies on the initial Board of Directors shall be as set forth in the Articles of Incorporation of the Association and they shall serve as provided for therein until the first annual meeting of the members or until their respective successors are chosen and shall qualify.

C. **Election of Directors** shall be conducted in the following manner:

1. **First Board.** The first Board of Directors need not be members of the Association. At the inception, the first Board shall consist of those named in Articles of Incorporation of the Association.

2. **Election.** Election of Directors shall be held at the annual members' meeting in accordance with Section 718.1 12(2)(d)(3) F.S. and 7D-23.0021 F.A.C.

3. **Vacancy and Replacement.** If the office of any Director(s) becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting duly called for the purpose, shall choose successor(s), who shall hold office for the unexpired term in respect to which such vacancy occurred

4. **Removal.** Directors may be removed for cause by an affirmative vote by unit owners entitled to vote a majority of the votes of all voting members of the Association. No Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.

5. **Recall.** Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by unit owners entitled to vote a majority of the votes of all voting members of the Association. A special meeting of the voting members to recall a Director or Directors may be called by unit owners entitled to vote ten percent (10%) of the votes of all the voting members giving notice of the meeting as required in these Bylaws and 7D-23.001(3) and (4) F.A.C , and the notice shall state the purpose of the meeting. The recall of a Director or Directors and the election of their replacement shall be in accordance with Section 718.112(2)(k) F.S. and 7D-23.001(3) through (12).

6. Developer Control. Until Developer has completed all of the contemplated improvements in the Condominium and has closed title to sales on the number of units as requisite to allow the unit owners to elect a majority of the members of the Board of Directors of the Association, the Directors of the Association shall all be appointed by Developer, and shall continue to serve until their respective successors are chosen and shall qualify. In the event of vacancies resulting from resignations or any other cause, the provisions of this paragraph shall control notwithstanding anything herein to the contrary.

D. The term of each Director's service shall be the 12-month period following his election and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

E. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected.

F. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

G. Special meetings of the Board of Directors may be called by the President, and must be called by the President or the Secretary at the written request of at least one-third (1/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given to each Director personally, or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

H. Open meetings. All meetings of the Board of Directors shall be open to all unit owners. Adequate notice of all meetings of the Board of Directors, which shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours in advance except in an emergency. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use will be discussed, proposed, or approved, shall be mailed or delivered to the members and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by affidavit executed by the Secretary and filed among the official records of the Association. Upon notice to members, the Board shall by duly adopted rule designate a specific location on the condominium property upon which all notices of Board meetings shall be posted. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall contain a statement that assessments will be considered and the notice of such assessments.

I. Waiver of Notice. Any Director may waive notice of the time, place and purpose of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

J. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. 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 of Directors, except when approval by a greater number of Directors is required by law, the Declaration of Condominium, the Articles of Incorporation, or these Bylaws

K. Adjourned Meetings. If at any meeting of the Board of Directors 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 rescheduled meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

L. Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

M. The Presiding Officer at Directors' meetings shall be the Chairman of the Board, if such an officer has been elected, and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

N. The Order of Business at Directors' meetings shall be as follows:

1. Calling of the roll.
2. Proof of due notice of meeting.
3. Reading and approval of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business
8. Adjournment.

O. Compensation. Directors shall not receive compensation for their services but may be reimbursed for out-of-pocket expenses.

P. Annual Statement. The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and financial condition of the Association, including a report of the operating expenses of the Association and the assessments paid by all members.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval of units owners when such is specifically required, and shall include, but shall not be limited to, the following:

A. To make and collect assessments against members to defray the costs and expenses of the Condominium.

B. To use the proceeds of assessments in the exercise of its powers and utilities.

C. To maintain, repair, replace and operate the Condominium property.

D. To reconstruct improvements after casualty, and improve the property further.

E. To make and amend reasonable regulations respecting the use of the property in the Condominium; provided; however, other than the initial regulations promulgated by the Developer, all such regulations and their amendments shall be approved by not less than a majority of the votes of the entire membership of the Board of Directors, and not less than a majority of the votes of unit owners in attendance or by proxy at a members' meeting at which a quorum is present before such shall become effective. The regulations initially promulgated by the Developer shall remain in full force and effect until they are amended as set forth herein.

F. To approve or disapprove proposed purchasers, lessees, and mortgagees of units in the manner provided by the Declaration of Condominium and to require a transfer fee as set by the Directors.

G. To contract for management of the Condominium, and to delegate to such contractor (subject to the general supervision and review of the Board of Directors) all powers and duties of the Association reasonably required to carry out such contracts, except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

H. To pay taxes and assessments which may be levied against any of the common elements, other than the units and appurtenances to units, and to assess those taxes against members as common expenses.

I. To purchase all insurance as required or allowed by the Declaration of Condominium.

*See AI
art XIII.B.
6
Dec 8.3
9.8*

J. To pay the cost of all power, water, sewer, and other utility services rendered to the Condominium Property and which is not the responsibility of the unit owners.

K. To employ servants and agents at reasonable compensation to perform the services required for proper administration of the purposes of the Association.

L. To improve the Condominium Property further, and to purchase real and personal property, provided that the Association's right to do the same shall be restricted as is provided in the Declaration of Condominium, Articles of Incorporation and Bylaws.

M. To have the power to designate one or more committees. Each committee shall consist of at least three (3) members of the Association, one of whom shall be a Director. The committees shall be named and shall perform such advisory duties for the Board of Directors as may be determined from time to time by the Board of Directors.

N. To approve or disapprove signs proposed by Unit Owners to be erected on the Condominium Property.

O. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association and the Common Elements. A copy of each policy of insurance in effect shall be made available for inspection by Unit Owners at reasonable times.

P. All hazard policies issued to protect 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 kind and quality, in accordance with the original plans and specifications, and the following equipment if it is located within a Unit and the Unit Owner is required to replace or repair such equipment under the Declaration of Condominium's electrical fixtures, air conditioner or heating equipment, water heaters, or built in cabinets. With respect to the coverage provided for by this paragraph, the Unit Owners shall be considered additional insureds under the policy.

ARTICLE VII **OFFICERS**

A. The Executive Officers of the Association shall be a President, a Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except the President shall not be the Secretary or Assistant Secretary. The Board

of Directors, from time to time, shall elect such other officers and designate their power and duties as the Board shall find to be required to manage the affairs of the Association. The President shall be a member of the Board of Directors.

B. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members. He shall have all of the general powers and duties that are usually vested in the office of the President of a corporation.

C. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed on him by the Board of Directors.

D. The Secretary shall keep the minutes of all meeting of the Board of Directors and all minutes of the meetings of the members of the Association in a businesslike manner and available for inspection by Unit Owners and Board members at all reasonable times. Said minutes shall be retained for a period of not less than seven (7) years. He shall have custody of the seal of the Association, and he shall have charge of other such books and papers as the Board of Directors may direct, and he shall, in general, perform all duties incident to the office of secretary. He shall see that all notices are duly given in accordance with these Bylaws or as required by law.

E. The Treasurer shall be responsible for the Association's funds and securities, and shall be responsible for keeping full and accurate accounts of all receipt and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and credit of the Association in such depositories as may from time to time be designated by the Board of Directors. The duties of the Treasurer may be fulfilled by the management company.

F. The Compensation of all employees of the Association shall be fixed by the Directors. The provision that Directors shall not receive compensation as such shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the Condominium.

G. Vacancies. If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired term.

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

ARTICLE VIII
FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

A. Accounts. The receipts and expenditures of the Association shall be credited and charged to the accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

1. Current expenses, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

2. Reserves, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence. There shall be a separate reserve account for each item, and the budget shall show the estimated useful life, estimated replacement cost, and estimated useful remaining life for each item for which reserves are maintained. Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of 2/3 of the voting interests present at a duly called meeting of the Association.

3. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the Common Elements.

4. Operations, which shall include the gross revenues from the use of the Common Elements. Only the additional direct expenses required by the revenue-producing operations will be charged to this account, and any surplus from such operations shall be used to reduce the assessments for current expenses in the year following the year in which the surplus is realized. Losses from operation shall be met by Special Assessments against Unit Owners, which assessments may be made in advance in order to provide a working fund.

B. Fiscal Year. The fiscal year of the Association shall begin on January 1.

C. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall be detailed and shall show the amounts budgeted by accounts and expense classifications. If the Association maintains Limited Common Elements with the cost to be shared only by those entitled to use the Limited Common Elements, the budget shall show the amounts budgeted therefore.

1. The budget shall provide and maintain funds for the foregoing accounts and reserves according to good accounting procedures as follows:

i. Current Expenses.

ii. Reserve for deferred maintenance and replacement. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building maintenance or painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000.00). The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost to be placed on each item. The Association may adjust replacement reserves annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. Additionally, such budget shall state separately the current balance in each reserve account as of the date the proposed budget is prepared. However, this reserve for maintenance and replacement may be waived and not included in the budget if the members of the Association have, by a 2/3 vote of all votes in the Association at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than required by this provision.

iii. Betterments, which shall include the funds to be used for capital expenditures for additional improvements of additional personal property that will be a part of the Common Elements, provided, however, that in the expenditure of this fund, no sum in excess of One Thousand Dollars (\$1,000.00) shall be expended for a single item for a single purpose without approval of seventy-five (75%) percent of the votes of the membership, except for the repair of the Condominium Property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the property, for the safety of persons, or as required to avoid suspension of any necessary service to the Condominium.

iv. Operations, the amount of which may be to provide a working fund or to meet losses.

2. Copies of the assessment roll shall be sent to each member no later than thirty (30) days after the adoption of the annual budget.

3. Proposed Budget. A Notice of meeting and a copy of the proposed annual budget of Common Expenses shall be mailed to the Unit Owners not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered. Such meeting shall be open to the Unit Owners. If a budget is adopted by the Board of Directors which requires assessments against the Unit Owners in any fiscal year exceeding one hundred and fifteen percent (115%) of such assessment for the preceding year, the Board of Directors, upon written application of ten percent (10%) of the voting interests to the Board, shall call a Special Meeting of the Unit Owners within thirty (30) days upon not less than ten (10) days' written notice to each Unit Owner.

At the Special Meeting Unit Owners shall consider and enact a budget. If a meeting of the Unit Owners is called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect. The Board of Directors may in any event propose a budget to the Unit Owners at a meeting of members or in writing, and if such budget or proposed budget is approved by the Unit Owners at the meeting, or by Unit Owners entitled to vote a majority of all the votes of the membership in writing, such budget shall not thereafter be re-examined by the Unit Owners in the manner set forth above.

The provisions of Florida Statute 718.112, in effect as of the date of adoption of these Bylaws, with regard to limitation on budget increase, special membership meetings for budget reconsideration, and the right to consider and adopted a budget at the annual membership meeting as an alternative, are hereby adopted. In determination of the percent of increase of the annual budget over the preceding years, authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and assessments for betterments to the Condominium Property shall be excluded from the computation.

As long as Developer is in control of the Association, the Association shall not impose an Assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal year's Assessment without approval by Unit Owners entitled to vote a majority of all votes of the membership.

D. Assessments. Assessments against Units and Unit Owners shall be made annually for each fiscal year no later than thirty (30) days after the adoption of the annual budget. Such Assessments shall be payable quarterly in advance on the first day of each quarter for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior annual Assessment and if quarterly installments of such Assessment prove insufficient, the budgets and Assessments may be amended at any time by the Board of Directors. The unpaid Assessment for the remaining portion of the fiscal year for which the amended Assessment is made shall be due upon the date of the Assessment. Each Unit Owner shall pay the equivalent of three (3) months Assessment in advance upon taking title in order to provide sufficient working capital to the Association, and, in addition, upon taking title each Unit Owner shall pay to the Association his first quarter's Assessment in advance or the pro-rated portion thereof based on the remaining days in the quarter of closing. The three month working capital assessment is nonrefundable.

1. Certificate of Unpaid Assessments. Any Unit Owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against his Unit. The holder of a mortgage or other lien shall have the same right as to any Unit upon which he has a lien. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

E. Acceleration of Assessment Installments upon Default. If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the Assessment upon notice to the Unit Owner and the filing of a claim of lien. The unpaid balance of the assessment for the remainder of the fiscal year shall become due upon the date the lien is filed. Interest on the unpaid assessments may be assessed against the Unit Owner and such charges are to be determined over the actual period of the deficiency. The rate of interest imposed shall be at the highest rate allowed by law. The Association may charge an administrative late fee, in addition to the interest, in an amount not to exceed the greater of Twenty-five Dollars (\$25.00) or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late.

F. Special Assessments for Emergencies. Special Assessment for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be made only after notice of the need for such expenditures is given to the Unit Owners concerned. After such notice and upon approval by persons entitled to cast more than one-half (½) of the votes of the Unit Owners concerned, the Special Assessment shall become effective and shall be due after thirty (30) days' notice in such manner as the Board of Directors may require in the notice of assessment.

G. The depository of the Association shall be such bank or banks and/or savings and loan associations as shall be designated from time to time by the Directors, and in which the monies of the Association shall be deposited. Withdrawal of monies for such accounts shall be only by checks signed by such persons as are authorized by the Directors.

H. Security Bonds may be required by the Board of Directors from all of the Association's officers, Directors and employees who are responsible for handling the Association's money in the principal sum of not less than \$10,000.00 for each officer and director. The premiums for such bonds, if required, shall be paid by the Association.

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

J. Financial Reporting. Within 60 days following the end of the fiscal or calendar year or annually on such date as is otherwise provided in the Bylaws of the Association, the Board of Directors of the Association shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous 12 months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications including, if applicable, but not limited to the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves, and depreciation reserves.

In lieu of providing the financial report specified in this section, the Association may be required to provide financial statements in accordance with 7D-23.004(5) through (12) F.A.C.

ARTICLE IX
NOTICES

A. **Definition.** Except where expressly provided to the contrary, whenever under the provisions of law, the Declaration of Condominium, the Articles of Incorporation or these Bylaws, notice is required to be given to any Director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by regular mail, by depositing the same in a post office or letter box in a postpaid, seal envelope, addressed as appears on the books of the Association.

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

C. **Address.** The address for notice to the Association is BELVEDERE WEST INDUSTRIAL PARK CONDOMINIUM ASSOCIATION, INC., 1719 Cypress Row Drive, West Palm Beach, Florida 33411.

ARTICLE X
INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's 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 adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that, in the event of settlement, the indemnification shall apply

only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The Board of Directors shall have the duty to make and collect such assessments against the members as may be required to provide such indemnification. 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
SELF-DEALING

No contract, agreement or undertaking of any sort by or among the Association, its Directors or the Developer shall be invalidated or affected by reason of the fact that any of them are the directors, officers, members, stockholders, or creditors of any other of them, or are financially interested in any transaction.

ARTICLE XII
AMENDMENTS

These Bylaws may be amended in the following manner:

A. Notice of the full statement of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

B. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that the above procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words not added or deleted, but a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw _____ for present text."

C. A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendments may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by:

✓ Not less than seventy-five percent (75%) of the entire membership of the Board of Directors, and not less than a majority of the votes of the membership of the Association, either in person or by proxy; or

2. Not less than eighty percent (80%) of the votes of the entire membership of the Association; or

3. Until the first election of Directors by the members, by a majority of Directors selected by the Developer.

E D. Proviso. No amendment shall discriminate against any Unit Owner, nor against any Unit or class or group of Units, unless the Unit owners so affected shall consent. No amendment shall be made that is in conflict with the Declaration of Condominium. No amendment shall be passed which would operate to impair or prejudice the rights and/or liabilities of the mortgagee of any Unit

F E. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the President of the Association with the formalities of the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

G F. Nonmaterial errors or omissions in the Bylaw amendment process shall not invalidate an otherwise properly promulgated amendment.

add new D
8/12
amcl

ARTICLE XIII
COMPLIANCE AND DEFAULT

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

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

B. Violations. In the event of a violation (other than the non-payment of an assessment) by the Unit Owner of any of the provisions of the Declaration of Condominium, of these Bylaws, the rules of the Association or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of the breach,

transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable, and material breach of the Declaration, of the Bylaws, or of the pertinent provisions of the Condominium Act, and the Association may, at its option, have the following elections:

1. An action at law to recover for its damage, on behalf of the Association or on behalf of the other Unit Owners.
2. An action in equity to enforce performance on the part of the Unit Owner.
3. An action in equity for such other equitable relief as may be appropriate under the circumstances, including injunctive relief.

The Unit Owner so violating shall reimburse the Association for its reasonable attorneys' fees in bringing such action, including attorneys' fees for appellate proceedings, if any, provided the Association prevails. If the Association fails to bring such action within thirty (30) days from the date requested in writing to do so by a Unit Owner other than the violator, the other Unit Owner may bring an action on account of violation in the manner provided above.

C. **Fines.** The Association may levy reasonable fines against a Unit for the failure of the Unit Owner, or its occupant, licensee or invitee to comply with the Declaration, the Bylaws or the Association's rules. No fine shall become a lien on a Unit. No fine may exceed One Hundred Dollars (\$100.00) per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing.

Before levying a fine, notice of a hearing shall be given to the party against whom the fine is to be levied and shall be given not less than fourteen (14) days before the hearing. The notice shall state the date, time and place of the hearing; a statement of the provisions of the Declaration, Bylaws, or Association's rules which have been violated, and a short plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

D. **Negligence or Carelessness of Unit Owners.** All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness, or by that of any member of his family, or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained,

however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this section, shall be charged to the Unit Owner as a specific item, which shall be a lien against his Unit with the same force and effect as if the charge were a part of the share of Common Expenses charged to his Unit.

E. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees for appellate proceedings, if any.

F. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition, which may be granted by these Bylaws, shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

G. No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners, pursuant to any terms, provisions, covenants or conditions of the Condominium Documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by the Condominium Documents, or at law, or in equity.

H. Notice to Mortgagees. A mortgagee of a Unit shall be entitled to written notice from the Association of any default by the mortgagor of such Unit under the Condominium documents which is not cured within thirty (30) days.

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

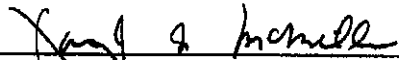
ARTICLE XV
CONSTRUCTION

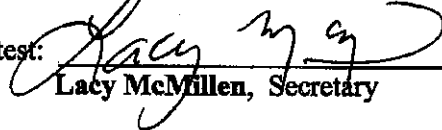
A. Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

B. Should any of the provisions herein contained be void or be or become unenforceable at law or in equity, the remaining provisions of these Bylaws shall nevertheless be and remain in full force and effect.

The foregoing were adopted and declared as the Bylaws of BELVEDERE WEST INDUSTRIAL PARK CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, organized under the laws of the State of Florida, at the first meeting of its Board of Directors on this ____ day of November, 2005.

BELVEDERE WEST INDUSTRIAL PARK
CONDOMINIUM ASSOCIATION, INC.

By: 
Douglas A. McMillen, President

Attest: 
Lacy McMillen, Secretary

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EXHIBIT "D"

BELVEDERE WEST INDUSTRIAL PARK
a Commercial Condominium

PERCENTAGE OF UNIT OWNERSHIP

<u>UNIT NUMBER</u>	<u>AREA (SQ. FT.)</u>	<u>PERCENTAGE PER UNIT</u>	<u>VOTES PER UNIT</u>
LOT 1, BUILDING 1		TOTAL SQUARE FOOTAGE: 19,583	
101	1,346	3.33	1
102	1,296	3.21	1
103	1,302	3.22	1
104	1,305	3.23	1
105	1,302	3.22	1
106	1,300	3.22	1
107	1,280	3.17	1
108	1,307	3.23	1
109	1,301	3.22	1
110	1,304	3.23	1
111	1,296	3.21	1
112	1,295	3.21	1
113	1,295	3.21	1
114	1,297	3.21	1
115	1,357	3.36	1

LOT 1, BUILDING 2		TOTAL SQUARE FOOTAGE: 20,870	
201	1,344	3.33	1
202	1,305	3.23	1
203	1,305	3.23	1
204	1,291	3.20	1
205	1,295	3.21	1
206	1,302	3.22	1
207	1,309	3.24	1
208	1,292	3.20	1
209	1,297	3.21	1
210	1,299	3.22	1
211	1,299	3.22	1
212	1,295	3.21	1
213	1,305	3.23	1
214	1,305	3.23	1
215	1,296	3.21	1
216	1,331	3.29	1

BUILDING "3"

NOT YET COMPLETED

301	1
302	1
303	1
304	1
305	1
306	1
307	1
308	1
309	1

BUILDING "4"

NOT YET COMPLETED

401	1
402	1
403	1
404	1
405	1
406	1
407	1
408	1

THE PERCENTAGE INTEREST WILL BE RE-COMPUTED UPON COMPLETION OF BUILDINGS 3 AND 4.

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EXHIBIT "E"

Belvedere West Industrial Park
a Commercial Condominium

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY that _____ has been approved by
BELVEDERE WEST INDUSTRIAL PARK CONDOMINIUM ASSOCIATION, INC., as the
Purchaser of the following described property in Palm Beach County, Florida:

**Unit _____ of Belvedere West Industrial Park, a Commercial
Condominium, as recorded in Official Record Book _____,
Page _____, Public Records of Palm Beach County, Florida.**

Such approval has been given pursuant to the provisions of Article 12 of the Declaration of
Condominium of such Condominium recorded in Official Record Book _____, Page _____
of the Public Records of Palm Beach County, Florida.

Dated this _____ day of _____, 2005.

BELVEDERE WEST INDUSTRIAL PARK
CONDOMINIUM ASSOCIATION, INC.

By: _____
Its President

Attest: _____
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____,
2005, by _____ in his/her capacity as President of BELVEDERE
WEST INDUSTRIAL PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on
behalf of the corporation. He/she is personally known to me or has produced _____
_____ as identification and did ___/did not ___ take an oath.

Notary Public
Commission No.: _____
My Commission Expires: _____

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