

OF
BEL-KISS PLAZA, A COMMERCIAL CONDOMINIUM

DECLARATION made this 28 day of December, 1983, pursuant to Chapter 718, Florida Statutes, by Bel Kiss Corporation, a Florida corporation having its principal place of business at 1112 1/2 North Collier Boulevard, Marco Island, Florida, hereinafter referred to as developer.

1. PHASE CONDOMINIUM AND SUBMISSION OF PROPERTY. Developer is the owner in fee simple of the land described herein, which may be developed as a phase condominium, pursuant to Section 718.403, Florida Statutes. The legal description of phase one is:

Lots 1 through 10, Block 10 of Arthur E. Donegan's Subdivision, as recorded in Plat Book 1, Page 37 of the Public Records of Osceola County, Florida and that part of the abandoned Bassville Street abutting Lots 5 and 6, Block 10, and that part of the abandoned Lakeview Avenue abutting Lots 1 through 5, Block 10. Less and except the south 23.00 feet of Lots 6 through 10, Block 10 for additional road right-of-way, and less and except the east 10.00 feet of Lots 1 and 10, Block 10 and the east 10.00 feet of abandoned Lakeview Avenue for additional road right-of-way. Also less the north 150.00 feet of the east 171.50 feet. Said land being in Osceola County, Florida.

Developer hereby submits the property of said phase one to condominium ownership, pursuant to Chapter 718, Florida Statutes, hereinafter referred to as the Condominium Act, subject to the restrictions and reservations hereinafter set forth. The legal description of phase two is:

The north 150.00 feet of the east 171.50 feet of Lots 1 through 10, Block 10 of Arthur E. Donegan's Subdivision, as recorded in Plat Book 1, Page 37 of the Public Records of Osceola County, Florida and that part of the abandoned Bassville Street abutting Lots 5 and 6, Block 10, and that part of the abandoned Lakeview Avenue abutting Lots 1 through 5, Block 10. Less and except the south 23.00 feet of Lots 6 through 10, Block 10 for additional road right-of-way, and less and except the east 10.00 feet of Lots 1 and 10, Block 10 and the east 10.00 feet of abandoned Lakeview Avenue for additional road right-of-way. Said land being in Osceola County, Florida.

Pursuant to Article 18, developer shall have the right, but not the obligation, to develop phase two. Developer does not presently submit the property of said phase two to condominium ownership.

Developer grants to the condominium, for the purposes of vehicle parking, pedestrian traffic, and public road access a non-exclusive right-of-way and easement over the following real property:

The south 80.00 feet of the north 150.00 feet of the east 171.50 feet of Lots 1 through 10, Block 10 of Arthur E. Donegan's Subdivision, as recorded in Plat Book 1, Page 37 of the Public Records of Osceola County, Florida and that part of the abandoned Bassville Street abutting Lots 5 and 6, Block 10, and that part of the abandoned Lakeview Avenue abutting Lots 1 through 5, Block 10. Less and except the south 23.00 feet of Lots 6 through 10, Block 10 for additional road right-of-way, and less and except the east 10.00 feet of Lots 1 and 10, Block 10 and

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the east 10.00 feet of abandoned Lakeview Avenue for additional road right-of-way. Said land being in Osceola County, Florida.

2. NAME OF CONDOMINIUM. The name by which the condominium property is to be identified is Bel-Kiss Plaza, a commercial condominium. The condominium is a commercial condominium.

3. BUILDING AND UNITS. Phase one of the condominium shall consist of one (1) building containing two (2) floors and eleven (11) units. The units are individually identified as follows:

- | | | | |
|--------------|-------|---------------|-------|
| First Floor: | A 101 | Second Floor: | A 201 |
| | A 102 | | A 202 |
| | A 103 | | A 203 |
| | A 104 | | A 204 |
| | A 105 | | A 205 |
| | | | A 206 |

and are shown on the floor plan, labelled Exhibit A, attached hereto and incorporated herein.

Phase two of the condominium shall consist of one (1) building containing two (2) floors and twelve (12) units. The units are individually identified as follows:

- | | | | |
|--------------|-------|---------------|-------|
| First Floor: | B 101 | Second Floor: | B 201 |
| | B 102 | | B 202 |
| | B 103 | | B 203 |
| | B 104 | | B 204 |
| | B 105 | | B 205 |
| | B 106 | | B 206 |

The buildings and their respective units are shown on the floor plan, labeled Exhibit A1, attached hereto and incorporated herein.

Each condominium unit shall include that part of the building that lies within the boundaries of such unit; such boundaries are:

(a) 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:

- (1) Upper boundary - the horizontal plane of the undecorated finished ceiling.
- (2) Lower boundary - the horizontal plane of the undecorated finished floor.

(b) Perimetrical Boundaries: The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

Included in the unit is all glass and other transparent material in the walls of the unit and the materials covering openings in the exterior of the units.

Not included in the units are all pipes, ducts, vents, wires, conduits and other facilities, equipment or fixtures running through any interior wall or horizontal or vertical portion of a unit for the furnishing of utility services, heating, cooling or ventilation to units, common elements or limited common elements.

No time share estate may be created with respect to any unit in any phase.

4. SURVEY OF THE LAND. A survey of the land and a graphic description of the improvements in which units are located and a plot plan thereof, labelled Exhibit B, is attached hereto and incorporated herein.

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Presently, the construction of phase one of the condominium is substantially completed. Accordingly, the certificate of a surveyor as required by Section 718.104(4)(e), Florida Statutes, labelled Exhibit C, is attached hereto and incorporated herein.

The construction of phase two of the condominium has not been commenced. Upon substantial completion of construction of phase two, the developer shall amend the declaration to include the certificate of a surveyor authorized by Section 718.104(4)(e), Florida Statutes.

5. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. The common elements of the condominium property are the portions of the condominium property not included in the condominium units.

6. UNDIVIDED SHARE IN COMMON ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS. Each condominium unit shall have an undivided share in the common elements appurtenant thereto, and shall share the common expenses and shall own the common surplus, in a percentage of the whole as follows:

CONDOMINIUM UNIT A 101	8 1/3%	CONDOMINIUM UNIT A 201	8 1/3%
CONDOMINIUM UNIT A 102	8 1/3%	CONDOMINIUM UNIT A 202	8 1/3%
CONDOMINIUM UNIT A 103	8 1/3%	CONDOMINIUM UNIT A 203	8 1/3%
CONDOMINIUM UNIT A 104	12 2/3%	CONDOMINIUM UNIT A 204	8 1/3%
CONDOMINIUM UNIT A 105	12 1/3%	CONDOMINIUM UNIT A 205	8 1/3%
		CONDOMINIUM UNIT A 206	8 1/3%

Should developer elect to develop phase two, each condominium unit shall have an undivided share in the common elements appurtenant thereto, and shall share the common expenses and shall own the common surplus, in a percentage of the whole as follows:

CONDOMINIUM UNIT A 101	4 1/6%	CONDOMINIUM UNIT B 101	4 1/6%
CONDOMINIUM UNIT A 102	4 1/6%	CONDOMINIUM UNIT B 102	4 1/6%
CONDOMINIUM UNIT A 103	4 1/6%	CONDOMINIUM UNIT B 103	4 1/6%
CONDOMINIUM UNIT A 104	6 2/6%	CONDOMINIUM UNIT B 104	4 1/6%
CONDOMINIUM UNIT A 105	6 1/6%	CONDOMINIUM UNIT B 105	4 1/6%
CONDOMINIUM UNIT A 201	4 1/6%	CONDOMINIUM UNIT B 106	4 1/6%
CONDOMINIUM UNIT A 202	4 1/6%	CONDOMINIUM UNIT B 201	4 1/6%
CONDOMINIUM UNIT A 203	4 1/6%	CONDOMINIUM UNIT B 202	4 1/6%
CONDOMINIUM UNIT A 204	4 1/6%	CONDOMINIUM UNIT B 203	4 1/6%
CONDOMINIUM UNIT A 205	4 1/6%	CONDOMINIUM UNIT B 204	4 1/6%
CONDOMINIUM UNIT A 206	4 1/6%	CONDOMINIUM UNIT B 205	4 1/6%
		CONDOMINIUM UNIT B 206	4 1/6%

7. CHANGES AND ALTERATIONS. Developer reserves the right to change the interior design and arrangement of any and all condominium units held in its name, provided that any such change shall be reflected by an amendment of the declaration. Further, developer reserves the right to alter the boundaries between condominium units so long as such altered condominium units are held in its name; to increase or decrease the number of units and to alter the boundaries of the common elements of which the boundaries are being altered are held in its name; and to alter the respective percentage shares set forth in Article 6 for each condominium unit so affected; provided that any such alteration shall be reflected by an amendment of the declaration.

Notwithstanding Article 19 A, an amendment for the purposes set forth in this Article need be signed and acknowledged only by the developer; such amendment shall not require any approval by the association or by other unit owners.

8. NAME OF THE ASSOCIATION. The name of the association, the corporation entity responsible for the operation of the condominium, is BEL-KISS PLAZA CONDOMINIUM ASSOCIATION, INC. The association is a Florida corporation not for profit.

9. UNIT OWNER'S MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION. Each condominium unit shall have appurtenant thereto a membership in the association, which membership shall be held by the person or entity, or in common by the persons or entities owning such unit, except that no person or entity holding title to a unit

as security for performance of an obligation shall acquire the membership appurtenant to such unit by virtue of such title ownership. In no event may any membership be severed from the unit to which it is appurtenant.

Each membership in the association shall entitle the holder or holders thereof to exercise one (1) vote in the association.

10. ASSESSMENTS. Assessments shall be paid to the association quarterly, on the first day of January, April, July, and October, of each year. Assessments that are more than thirty days past due shall bear interest at the highest legal rate from the original due date until paid.

The developer shall be excused from the payment of the share of the common expenses and assessments for all units held in its name for a period of three (3) months from the date of the recording of the declaration.

11. EASEMENTS. The condominium property is hereby made subject to the following easements:

A. Each condominium unit shall have a non-exclusive easement for ingress and egress over streets, entries, walks, parking areas (exclusive of limited common elements) and other rights of way serving the condominium units, as part of the common elements necessary to provide reasonable access to the public ways.

B. Each condominium unit shall have an exclusive easement for unintentional and non-negligent encroachment upon any other condominium property, and the association, as a common element, shall have an easement for unintentional and non-negligent encroachment upon any condominium unit.

C. Each condominium unit shall have an easement for access to and through common elements as may be necessary for the use of public utility services.

D. The association shall have an easement for access to individual condominium units as may be necessary to maintain the common elements, including, but not limited to, the maintenance of public utility services.

12. DOCUMENTS CREATING THE ASSOCIATION. A certified copy of the articles of incorporation of BEL-KISS PLAZA CONDOMINIUM ASSOCIATION, INC., labelled Exhibit D, is attached hereto and incorporated herein.

13. BY-LAWS OF THE ASSOCIATION. The original bylaws of the association, labelled Exhibit E, is attached hereto and incorporated herein.

14. COVENANTS AND RESTRICTIONS. The following covenants and restrictions concern the use and occupancy of the condominium property:

A. The condominium is a commercial condominium. Condominium units may be used solely for retail businesses and offices.

B. No immoral, improper, offensive, or unlawful use shall be made of any condominium unit or of the common elements, or any part thereof. All laws, statutes, zoning ordinances and regulations of all governmental entities having jurisdiction over the condominium shall be observed and obeyed.

C. No condominium unit owner shall permit or suffer anything to be done, or kept on the condominium property, or any part thereof, which will increase the rate of insurance in the condominium or which will obstruct or interfere with the rights of the other unit owners or annoy them by unreasonable noise or otherwise.

D. Condominium unit owners shall not use or permit the use of their units in any manner which would be disturbing or would be a nuisance to other unit owners, or in such a way that would be injurious to the reputation of the condominium.

E. Prior to conducting a retail business in a condominium unit, a condominium unit shall designate in writing to the association the specific nature of such retail business. No condominium unit owner may engage in a retail business which is in competition with an existing retail business properly designated by its condominium unit owner without the prior written consent of said unit owner.

F. No unit shall be used for the purpose of operating therein a public restaurant, bar or cabaret, or otherwise for the sale to the public for consumption on the premises of food or drink, except as the board of administration shall approve.

G. No condominium unit owner shall, without the written approval and consent of the board of administration, place or suffer to be placed or maintained (i) on any exterior door, wall or window of the unit, or upon any door, wall or window of the common elements, any sign, awning or canopy, or advertising matter or other thing of any kind, or (ii) any decoration, lettering or advertising matter on glass or any window or door of the unit or (iii) any advertising matter within the unit which shall be visible from the exterior there; provided, that the board of administration shall establish reasonable and uniform regulations permitting the placement and maintenance by each owner or identifying signs and insignia of such sizes and materials and in such locations as shall be architecturally suitable and appropriate to the design and function of the property.

H. In the event of violation of the foregoing covenants and restrictions, on thirty days after notice from the association by certified mail to the condominium unit owner to correct said breach or violation of the association, on its own behalf or by and through its board of administration, may bring appropriate action to enjoin such violation or may enforce said provisions, including suit for damages or foreclosure, or pursue such other course of action or legal remedy as it may deem appropriate. In the event such legal action is brought against a condominium unit owner, said unit owner as defendant shall pay the prevailing plaintiff's reasonable attorneys' fees and court costs.

15. RESTRICTIONS ON TRANSFER. No condominium unit owner, other than the developer, may effectively dispose of a condominium unit, or any interest therein, except as follows:

A. A condominium unit owner intending to make a sale shall deliver to the board of administration notice of such intention, together with the name and address of the prospective purchaser, and the terms and conditions of the prospective sale, together with such other reasonable information as the board may request within five days of receipt of such notice.

B. A condominium unit owner intending to make a lease shall deliver to the board of administration notice of such intention, together with the name and address of the prospective tenant, and the terms and conditions of the prospective lease, together with such other reasonable information as the board may request within five days of receipt of such notice.

C. A person or other entity claiming an interest in a condominium unit by reason of gift, devise, inheritance, or otherwise, shall deliver to the board of administration notice of such claim, together with such other reasonable information as the board may request within five days of receipt of such notice.

D. In regard to the proposed sale or lease, within thirty days after receipt of such notice, the board of administration must either approve or disapprove the proposed sale

or lease, and its approval shall not be unreasonably withheld. If disapproved, the board of administration shall submit a written notice to the condominium unit owner identifying a person or other entity, acceptable to the board of administration, willing to purchase or lease on the same terms and conditions specified in the notice of the condominium unit owner. Such designated person or other entity shall have fourteen days from the date of the notice of disapproval to make a binding offer to purchase or lease the condominium unit on such terms and conditions. The condominium unit owner shall accept such offer. Failure of the board of administration to timely submit any notice of disapproval shall be deemed as consent to the proposed sale or lease.

E. In regard to a person or other entity claiming an interest in a condominium unit by reason of gift, devise, inheritance, or otherwise, then within thirty days after receipt of such notice, the board of administration shall either consent to said disposition, or shall deliver a binding offer from a person or other entity acceptable to the board of administration to purchase the interest claimed by such person or other entity upon the following terms and conditions:

(1) The purchase price shall be the fair market value as of time of said offer, determined by agreement between the seller and purchaser within thirty days from the delivery of such offer. In the absence of agreement as to price, the price shall be determined by three qualified appraisers, one appointed by each of the parties, and a third appraiser appointed by the two appraisers appointed by the parties. The expense of the appraisals shall be shared by the seller and purchaser.

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

(3) The sale shall be closed within fifteen days following the determination of the sale price.

(4) If the board of administration shall fail to provide a purchaser as required by this article, or if a purchaser furnished by the board of administration shall default in his agreement to purchase, then, said person or other entity shall be deemed to have been approved.

F. The foregoing restrictions on transfer shall not apply to any disposition by a bank, life insurance company, or savings and loan association that acquires its title as a result of owning a mortgage on a condominium unit; nor, shall such restrictions apply to any disposition by a bank, life insurance company, or savings and loan association that so acquires title. Further, such restrictions shall not apply to any purchaser who acquires title to a condominium unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

G. Any transfer by a condominium unit owner to his spouse or to another member of his immediate family or to another condominium unit owner shall be approved by the board of administration upon its receipt of notice.

16. INJURY OR DAMAGE TO CONDOMINIUM PROPERTY. In the event of any damage to or destruction of (a) any improvements on the condominium property or any part thereof or (b) any common element or elements or any part thereof, required by this declaration, the bylaws, or bylaw to be insured by the association, such improvements or common elements shall be promptly repaired and restored by the association using the proceeds of such insurance. If such proceeds are inadequate to cover the cost of such repair and restoration, unit owners shall be assessed on an equitable basis according to the benefit derived by them from such repair and restoration. However, if (a) the proceeds of such insurance are inadequate by a substantial amount to cover estimated costs of repair and

restoration of an essential improvement or common element, or (b) such damage constitutes substantially total destruction of the condominium property, or (c) those unit owners entitled to exercise seventy-five percent or more of the total voting power held by those unit owners directly affected by such damage or destruction, voting in accordance with the procedure established in the bylaws, shall determine not to repair or restore, the association shall proceed to realize the salvage value of that portion of the condominium property so damaged or destroyed by sale or otherwise, and shall collect the proceeds of any insurance. Thereupon the net proceeds of such sale or other disposition of the property, together with the proceeds of any insurance, after making provision for the removal of all debris and the restoration of the land to level grade, if appropriate, shall be considered as one fund and shall be divided among unit owners directly affected by such damage or destruction in proportion to their respective undivided ownership of the common elements. Any liens or encumbrances on any affected unit shall be relegated to the interest of the owner thereof in the fund.

If all or any part of the common elements shall be taken, injured, or destroyed by eminent domain, each unit owner shall be entitled to notice of such taking and to participate through the association in all condemnation and other proceedings. Any damages shall be collected by the association and distributed by it among unit owners in proportion to their respective undivided interests in the common elements or limited common elements so taken, injured, or destroyed, except that such funds as are deemed by the association necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied.

17. INSURANCE. The board of administration shall obtain and continue in effect insurance against loss by fire or other casualties normally covered under broad-form fire and extended coverage insurance, covering all common elements, and in an amount equal to the maximum insurable replacement value. In the event of any damage to or destruction of any portion of the property so insured, insurance proceeds shall be collected, applied, and disbursed as provided above.

The board of administration shall obtain and continue in effect insurance against liability for personal injury and death and for damage to property arising from accidents occurring with the common elements and limited common elements in such amount, satisfactory to mortgagees holding first mortgages on the units, as shall be determined by the board.

18. ELECTION TO DEVELOP PHASE TWO. Developer shall have until July 30, 1985, to elect to develop phase two. If such election is made, developer shall complete phase two by March 31, 1986.

Developer shall exercise said election by serving the association and the unit owners of existing units by written notice served by certified mail pursuant to the Condominium Act.

Notwithstanding Article 19 A, an amendment adding phase two to the condominium need be signed and acknowledged only by developer.

19. GENERAL PROVISION.

A. The declaration may be amended in accordance with the method presented in the Condominium Act, as presently existing in Florida Statutes, Section 718.110 (1983).

B. The condominium property and the condominium unit owners are governed by the declaration, together with its exhibits, and the Condominium Act, each as presently existing or hereinafter amended.

C. The association shall be entitled to collect reasonable attorney's fees in any action successfully brought against a unit owner to enforce any provision of the declaration including its exhibits.

In Witness whereof, BEL KISS CORPORATION, A Florida corporation, has executed this declaration.

WITNESSES:

[Signature]
Pamela A W Moore

BEL KISS CORPORATION

BY: [Signature]
JOZEF VAN DEPUTTE, President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 28 day of December, 1983, by Jozef Van DePutte, President of Bel Kiss Corporation, a Florida corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC
State of Florida at Large

My Commission expires: JULY 30, 1990

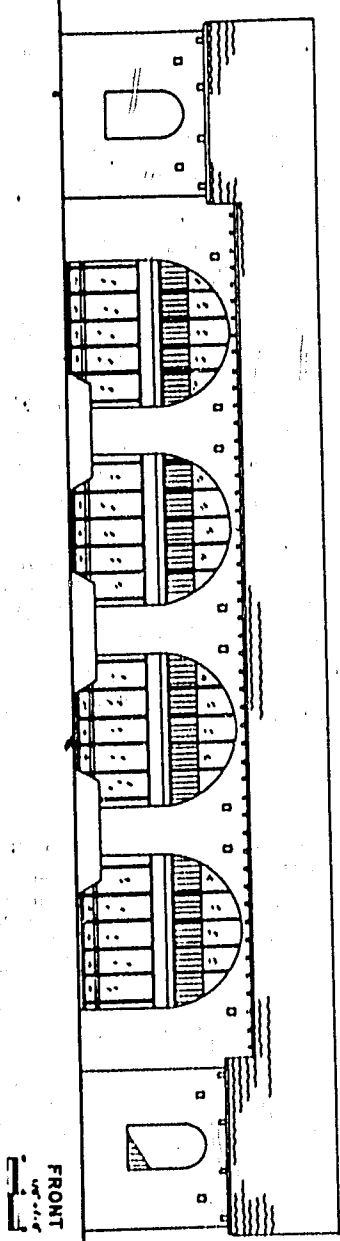
(Seal)



This instrument prepared by: Frederick Kramer
1112 N. Collier Blvd.
P. O. Box 1448
Marco Island, Florida 33937

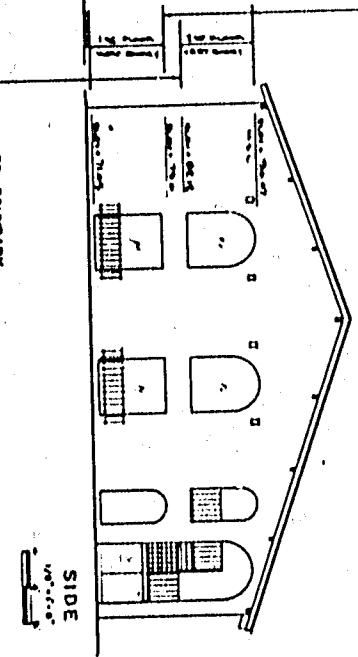
HANSON, WALTER & ASSOCIATES, INC. Engineering & Land Surveying Kissimmee, Florida

BUILDING ELEVATION



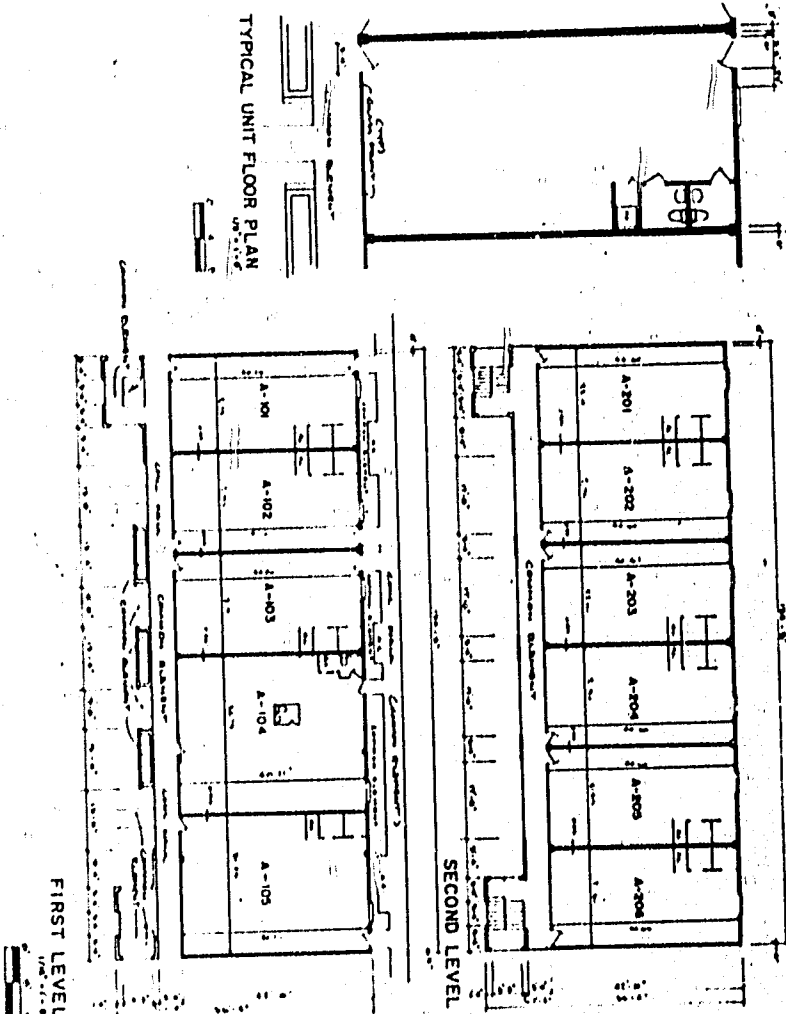
FRONT

LOWER BOUNDARY



SIDE

TYPICAL FLOOR PLAN



FIRST LEVEL

SECOND LEVEL

TYPICAL UNIT FLOOR PLAN

NOTE

ALL DIMENSIONS OF THE UNIT ARE TO BE INTERPRETED ACCORDING TO THE PROVISIONS OF THE DEED, SCHEDULES AND COVENANTS. IF DISCREPANCIES OCCUR, THE DEED, SCHEDULES AND COVENANTS SHALL CONTROL.

UPPER & LOWER BOUNDARIES:

UPPER BOUNDARY: The boundary of the unit shall be the upper boundary of the unit as indicated on the floor plan and the upper boundary of the unit as indicated on the side elevation.

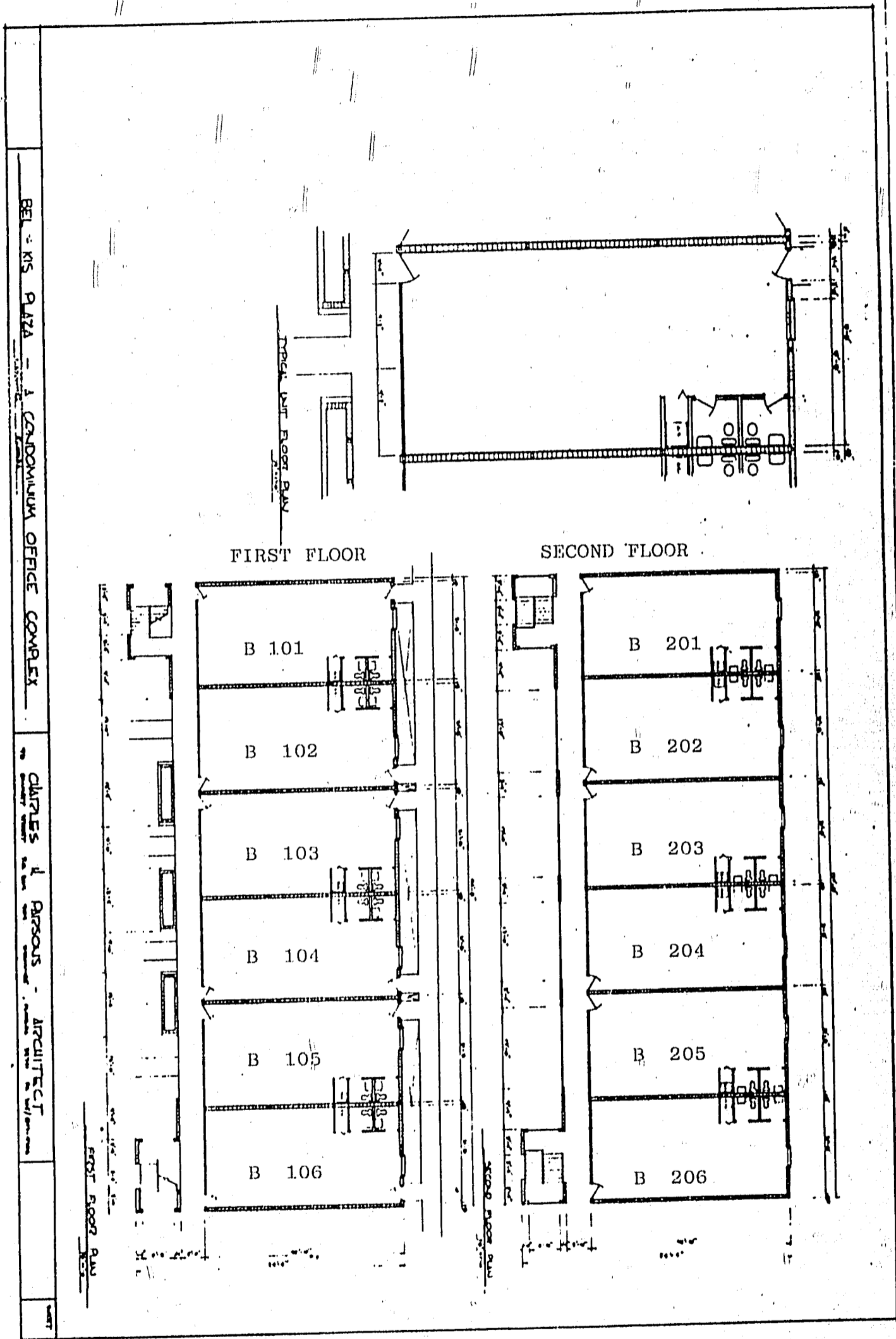
PHASE ONE OF
BEL - KISS
PLAZA,
A COMMERCIAL CONDOMINIUM

CONDOMINIUM EXHIBIT BOOK PAGE

SHEET 2 OF 2

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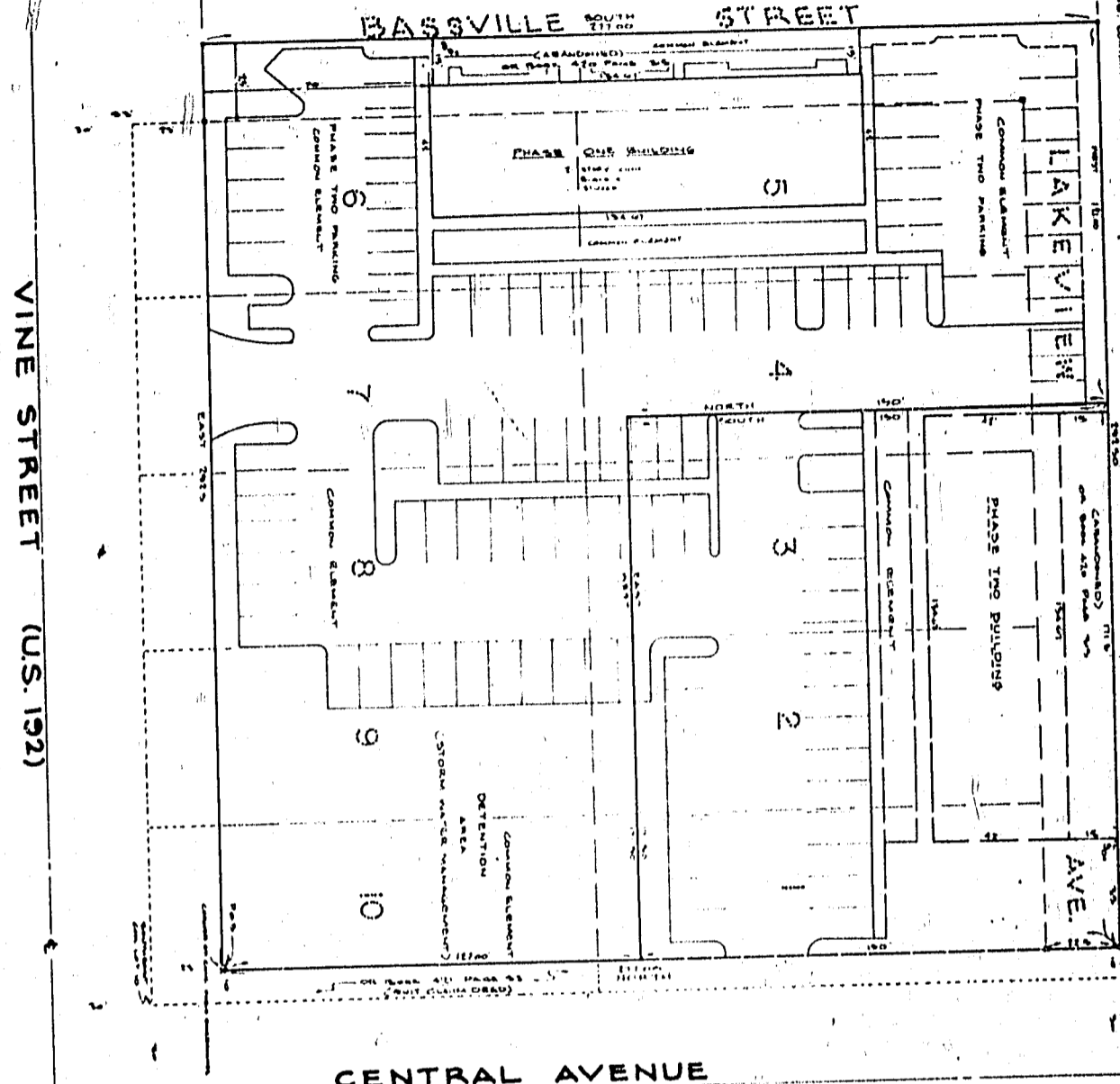
EXHIBIT A



PHASE TWO of BEL-KISS PLAZA,
a commercial condominium

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PHASE ONE LEGAL DESCRIPTION
 PART OF SECTION 16 OF TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCOLA COUNTY, FLORIDA, AS SHOWN ON PLAT BOOK 710, PAGE 32 OF THE PUBLIC RECORDS OF OSCOLA COUNTY, FLORIDA, AND PART OF THE ABOVE DESCRIBED SECTION 16, AS SHOWN ON PLAT BOOK 710, PAGE 32, AND PART OF THE ABOVE DESCRIBED SECTION 16, AS SHOWN ON PLAT BOOK 710, PAGE 32, AND PART OF THE ABOVE DESCRIBED SECTION 16, AS SHOWN ON PLAT BOOK 710, PAGE 32.



PHASE ONE OF
BEL - KISS
PLAZA,
 A COMMERCIAL CONDOMINIUM.

EMBRACING PORTIONS OF SECTION 16,
TOWNSHIP 25 SOUTH, RANGE 29 EAST,
OSCEOLA COUNTY, FLORIDA.

LEGAL DESCRIPTION

LOT 1 THROUGH 10, BLOCK 10 OF ARTHUR B. DUNCAN'S SUBDIVISION, AS RECORDED IN PLAT BOOK 710, PAGE 32 OF THE PUBLIC RECORDS OF OSCOLA COUNTY, FLORIDA, AND THAT PART OF THE ABOVE DESCRIBED SECTION 16 OF TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCOLA COUNTY, FLORIDA, AS SHOWN ON PLAT BOOK 710, PAGE 32, AND THAT PART OF THE ABOVE DESCRIBED SECTION 16 OF TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCOLA COUNTY, FLORIDA, AS SHOWN ON PLAT BOOK 710, PAGE 32, AND THAT PART OF THE ABOVE DESCRIBED SECTION 16 OF TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCOLA COUNTY, FLORIDA, AS SHOWN ON PLAT BOOK 710, PAGE 32.

NOTES

1. ALL PROPERTY OWNERS WITH ALL COMMON ELEMENTS SHALL REPORT TO THE SURVEYOR THE DATE THAT THEY HAVE TAKEN POSSESSION OF THE COMMON ELEMENTS AND REPORT TO THE SURVEYOR.

SURVEYOR'S CERTIFICATE

I, *(Signature)*, Surveyor, do hereby certify that the portions of Section 16 of Township 25 South, Range 29 East, Osceola County, Florida, as shown on the plat above, are in accordance with the plan and specification thereon, and that the same have been surveyed and platted in accordance with the provisions of the Statutes of the State of Florida, and that the same are in accordance with the plan and specification thereon, and that the same are in accordance with the provisions of the Statutes of the State of Florida, and that the same are in accordance with the plan and specification thereon, and that the same are in accordance with the provisions of the Statutes of the State of Florida.



MONUMENT KEY

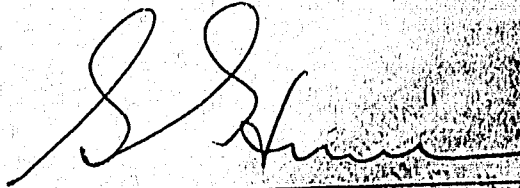
- 1. Monument
- 2. Boundary
- 3. Survey line
- 4. Easement
- 5. Right of way

PART OR PARTS OF THIS INSTRUMENT NOT TO BE REPRODUCED LEGIBLY. RECORDING CLERK

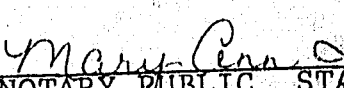
SURVEYOR'S CERTIFICATE

BEL-KIS PLAZA, A CONDOMINIUM

I, GORDON G. HANSON (REGISTERED LAND SURVEYOR NO. 2628, STATE OF FLORIDA), A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED IN EXHIBIT A OF THE DECLARATION OF CONDOMINIUM OF BEL-KIS PLAZA ATTACHED HERETO, CONSISTING OF ONE (1) PAGE, AND EXHIBIT B OF THE DECLARATION OF CONDOMINIUM ATTACHED HERETO, CONSISTING OF ONE (1) PAGE, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION RELATING TO MATTERS OF SURVEY 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, LIMITED COMMON ELEMENTS, AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.


GORDON G. HANSON,
REGISTERED LAND SURVEYOR NO. 2628
STATE OF FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME THIS 29TH DAY OF
DECEMBER, 1983.


NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

MY COMMISSION EXPIRES:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 1984
BONDED THROUGH MAUROSKI-ASHBY CO.

EXHIBIT C

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of BEL-KISS PLAZA CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 28, 1983, as shown by the records of this office.

The charter number of this corporation is N00645.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 29th day of December, 1983.



CER-101

George Firestone
Secretary of State

EXHIBIT D

The undersigned, for the purpose of forming a corporation under Chapter 617, Florida Statutes, do hereby adopt the following articles of incorporation:

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ARTICLES OF INCORPORATION

OF

BEL-KISS PLAZA CONDOMINIUM ASSOCIATION, INC.

NOV 13 1953
TALLAHASSEE, FLORIDA
RECORDED
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I. NAME

The name of the corporation is BEL-KISS PLAZA CONDOMINIUM ASSOCIATION, INC.

II. PURPOSE

The corporation, a corporation not for profit is organized pursuant to the Condominium Act, Chapter 718, Florida Statutes, for the purpose of being the corporate entity responsible for the operation of BEL-KISS PLAZA, a commercial condominium, located in Osceola County, Florida.

The corporation is organized and operated solely for administrative and managerial purposes. It is not intended that the corporation show any net earnings, but no part of any net earnings that do occur shall incur to the benefit of any private member, director, or officer. If, in any taxable year, the net income of the corporation from all sources other than casualty insurance proceeds and other nonrecurring items exceeds the sum of (1) total common expenses for which payment has been made or liability incurred within the taxable year, and (2) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year, such excess shall be held by the corporation and used to reduce the amount of assessments that would otherwise be required in the following year. For such purposes, each unit owner will be credited with the portion of any excess that is proportionate to his interest in the common elements.

III. MEMBERSHIP

Each condominium unit in BEL-KISS PLAZA, a commercial condominium, shall have appurtenant thereto a membership in the corporation, which membership shall be held by the person or entity, or in common by the persons or entities owning such unit, except that no person or entity holding title to a unit as security for performance of an obligation shall acquire the membership appurtenant to such unit by virtue of such title ownership. In no event may any membership be severed from the unit to which it is appurtenant.

Each membership in the corporation shall entitle the holder or holders thereof to exercise one (1) vote in the corporation.

IV. TERM

The corporation is to have perpetual existence.

PART OR PARTS OF THIS INSTRUMENT
NOT TO BE RECORDED
LEGIBLY. RECORDING CLERK

V. SUBSCRIBERS

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The names and residences of the subscribers are:

William J. McMullan	1107 Lamplighter Court Marco Island, Florida
Jozef Van De Putte	871 Rose Court Marco Island, Florida
Frederick C. Kramer	1112 North Collier Boulevard Marco Island, Florida

VI. OFFICERS

The affairs of the corporation are to be managed by the following officers: president, secretary and treasurer. The officers shall be elected annually by the board of directors. The names of the officers who are to serve until the first election of officers are:

Jozef Van De Putte	President
Frederick C. Kramer	Secretary
William J. McMullan	Treasurer

VII. DIRECTORS

The number of directors constituting the initial board of directors of the corporation is three (3). The names and addresses of the persons who are to serve as directors until the first election of the board of directors by the members are:

William J. McMullan	1107 Lamplighter Court Marco Island, Florida
Jozef Van De Putte	871 Rose Court Marco Island, Florida
Frederick C. Kramer	1112 North Collier Boulevard Marco Island, Florida

VIII. BY-LAWS

The initial by-laws of the corporation shall be adopted by the board of directors. The by-laws may be subsequently altered, amended, or rescinded by the board of directors until the first annual meeting, and thereafter by approval of two-thirds (2/3rds) of the members.

IV. AMENDMENT OF ARTICLES OF INCORPORATION

Until the first annual meeting of the members, amendments to the articles of incorporation may be proposed and adopted by the board of directors. Thereafter, amendments to the articles of incorporation may be proposed and adopted by approval of three-quarters (3/4rs) of the members.

X. POWERS OF CORPORATION

To promote the health, safety, and welfare of the unit owners of BEL-KISS PLAZA, a commercial condominium, the corporation may:

(1) Exercise all of the powers and perform all of the duties of the association as set forth in the declaration of condominium and in the by-laws attached thereto, as those documents may from time to time be amended.

PART OR PARTS OF THIS INSTRUMENT
NOT LEGIBLY REPRODUCED
LEGIBLY, RECORDING CLERK

(2) Determine, levy, collect, and enforce payment by any lawful means of all assessments for common charges, and pay such common charges as the same become due.

(3) Engage the services of a professional corporate management agent and delegate to such agency any of the powers or duties granted to the association of unit owners under the declaration or by-laws other than the power to engage or discharge such agent; the power to adopt, amend, and repeal the provisions hereof, or of the declaration, by-laws, or rules or regulations of the condominium.

(4) Take and hold by lease, gift, purchase, grant, devise or bequest any property, real or personal, including any unit in the condominium, borrow money and mortgage any such property to finance the acquisition thereof on the vote of seventy-five (75%) percent of members, and transfer, lease, and convey any such property.

(5) Dedicate or otherwise transfer all or any portion of the common areas to any municipality, public agency, authority or utility on the approval of seventy-five (75%) percent of the members.

(6) Have and exercise any and all rights, privileges and powers which may be held or exercised by corporations not for profit generally under Chapter 617 of the Florida Statutes or by associations of unit owners under the Condominium Act.

XI. INDEMNIFICATION

Each and every director and officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the corporation, 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 malfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the board of directors approves such settlement and reimbursement as being for the best interest of the corporation. 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.

XII. ADDRESS AND REGISTERED AGENT

The street address of the initial registered office of the corporation is: 1112 North Collier Boulevard, Marco Island, Florida, and the name of its initial registered agent at that address is Frederick C. Kramer.

Van der Putte
JOZEF VAN DE PUTTE

Frederick C. Kramer
FREDERICK C. KRAMER

William J. McMullan
WILLIAM J. McMULLAN

OR
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I hereby accept designation
as registered agent of the
corporation.

Frederick C. Kramer
FREDERICK C. KRAMER

STATE OF FLORIDA
COUNTY OF COLLIER

13th The foregoing instrument was acknowledged before me this
day of December, 1983, by JOZEF VAN DE PUTTE,
FREDERICK C. KRAMER, and WILLIAM J. McMULLAN.

Sandora L. Valdivia
NOTARY PUBLIC
State of Florida at Large

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires April 12, 1985

BEL-KISS, PLAZA CONDOMINIUM ASSOCIATION, INC.

ARTICLE I.General

Section 1. These by-laws shall govern the administration of Bel-Kiss Plaza Condominium Association, Inc., and the operation of Bel-Kiss Plaza, a commercial condominium.

Section 2. These by-laws are annexed, together with the Articles of Incorporation of Bel-Kiss Plaza Condominium Association, Inc., a commercial condominium as recorded in the Public Records of Osceola County, Florida.

Section 3. The office of the association shall be at the condominium property, or at such other place as may be subsequently designated by the board of administration.

Section 4. The seal of the association shall bear the name of the association, the state of incorporation, the term "corporation not for profit", and the year of incorporation.

ARTICLE II.Membership

Section 1. As set forth in the Articles of Incorporation of the association, membership is limited to unit owners of condominium units in Bel-Kiss Plaza, a commercial condominium. As further set forth therein, each condominium unit owner shall be entitled to one (1) vote.

Section 2. The vote of a condominium unit shall not be divisible.

ARTICLE III.Meeting of the Membership

Section 1. All meetings of the association membership shall be held at the condominium property, or at such other place and at such time as shall be designated by the board of administration and stated in the notice of the meeting, and shall be open to all members.

Section 2. It shall be the duty of the secretary to mail or deliver a notice of each annual or special meeting, stating the time and place thereof, to each member of record at least fourteen (14) but not more than forty-five (45) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be mailed to or served at the address of the members as it appears on the books of the association.

Section 3. The annual meeting shall be held on the fourth Monday in September of each year at a time and place to be determined by the board of administration for the purpose of electing directors and transacting any other business authorized to be transacted by the members. At the annual meeting, the members shall elect by plurality vote a board of administration, consider the annual budget and transact such other business as may properly be brought before the meeting.

Section 4. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president, and shall be called by the president or secretary at the request, in writing, of a majority of the board of administration, or at the request, in writing of members representing twenty-five percent (25%) of the membership which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. A quorum for the transaction of business at any such meeting shall consist of a majority of the membership but the members present at any meeting, though less than a quorum, may adjourn the meeting to a future time. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any question brought before the meeting, unless a greater vote expressly is required.

ARTICLE IV.

Board of Administration

Section 1. The administration of the association shall be the responsibility of the board of administration. The board shall consist of three (3) directors. Other than those selected by the developer, directors must be either unit owners; spouses of unit owners; officers of corporate unit owners; or partners of partnership unit owners. Further, the immediately preceding restriction shall limit to one the number of directors that may be so related to any condominium unit.

Section 2. The directors shall be elected by the members at the meeting of members. In the event of a vacancy on the board of administration, the board shall appoint a replacement until the next regular election.

Section 3. The annual meeting of the board shall be held at the same place as the members' meeting, immediately after the adjournment of the same.

Section 4. Special meetings of the board of administration may be held at such time and place as the directors may designate. Such meetings may be called by the president, or by any two members of the board. By unanimous consent of the directors, a special meeting of the board may be held without notice, at any time and place.

Section 5. Notice for any regular or special meeting, except as provided for in Section 4 above, shall be mailed to each director by the secretary, at least five (5) days prior to the time fixed for such meeting. The notice for any special meeting shall state the matters to be transacted at such meeting.

Section 6. A quorum for the transaction of business at any regular or special meeting of the board shall consist of a majority of the directors; but a majority of those present at any regular or special meeting shall have power to adjourn the meeting to a future time.

Section 7. The directors shall elect the officers of the corporation at the board meeting following each annual meeting of the members of the corporation. All officers shall be elected by the directors from their own members of the board of administration. An officer may be removed at any time by a two-thirds (2/3rds) vote of the full board. An officer or director may be removed by a two-thirds (2/3rds) vote of the members present at an annual meeting or special meeting of the members called for the purpose of considering such removal.

Section 8. Directors or officers shall receive no compensation for their services in such capacity, but a director or officer shall not be precluded from receiving compensation for any services rendered to the corporation in another capacity.

Section 9. At such annual meeting, the directors shall submit a statement of the business transacted during the preceding fiscal year, a report of the general financial condition of the corporation and its tangible property, and also present the proposed budget for the next fiscal year.

ARTICLE V.

Officers

Section 1. The officers of the association shall be the president, vice-president, secretary and treasurer, all of whom shall be elected by the board of administration.

Section 2. The president shall preside at all meetings of the members of the board of administration, and shall have general supervision over the other offices. He shall execute all contracts, agreements, and obligations of the association; except, however, as such authority may be otherwise delegated by resolution of the board of administration and he shall perform all other duties as are incident to his office. In the case of the absence or disability of the president, his duties shall be performed by the vice-president.

Section 3. The secretary shall issue notices of all meetings of the members of the board of administration, and shall attend and keep the minutes of the same; shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; and shall perform all such other duties as are incident to his office.

Section 4. The treasurer shall have custody of all money and securities of the association and shall give bond in such sum and with sureties as the board may require, conditioned upon the faithful performance of the duties of his office. He shall keep regular books of account and shall submit them, together with all his vouchers, receipts, records and other papers, to the board for its examination and approval as often as it may require; he shall deposit all monies and other valuable effects in the name of, and to the credit of, the association, in such depositories as may be designated by the board of administration, and shall disburse the funds of the association as ordered by the board; and shall perform all such other duties as are incident to his office.

ARTICLE VI.Inspection of Books and Accounts

Section 1. The books, accounts, and records of the association shall be open to inspection by any member of the board of administration at all times. Members of the association shall have the right to inspect the records and books of account of the corporation at all reasonable times.

ARTICLE VII.Fiscal Year

Section 1. The fiscal year shall be the calendar year.

ARTICLE VIII.Notices

Section 1. All notices required to be provided to members shall be either hand delivered or mailed, postage prepaid, by registered or certified mail to the address of record.

Section 2. Any notice required hereunder may be waived in writing by the addressee of same.

ARTICLE IX.Management, Operation and Maintenance

Section 1. The board of administration shall administer the association in accordance with Florida law and with the Declaration of Condominium, together with the Articles of Incorporation and By-Laws annexed thereto. In furtherance of such duty, the board shall have the authority:

(a) To enact rules and regulations, mandatory fines for violations of the Declaration of Condominium, or these By-Laws annexed thereto. The association shall have a lien on each condominium parcel for any unpaid fines and may collect such fines as it may collect assessments;

(b) To exercise complete and exclusive control and management of the condominium property; including the ownership, use, occupancy, and transfer of condominium units;

(c) To make payment of insurance premiums, repairs, management expenses, and all other necessary and/or proper operating expenses of the association;

(d) To make and collect charges and/or assessments against each condominium unit for its pro-rata share of such operating expenses and rent charges (including reasonable reserves); such charges and/or assessments to be paid by the members on a quarterly basis;

(e) To care for and preserve the improvements located on the common elements;

(f) To purchase any supplies, equipment or other property needed for such maintenance of the common elements;

(g) To enter into any condominium unit when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care, and preservation of the condominium property;

(h) To collect delinquent assessments by suit or otherwise; to abate nuisances, and to enjoin to seek damage for violation of the Declaration of Condominium, Articles of Incorporation, or By-Laws;

(i) To employ, if and when deemed desirable, a manager, who shall manage the condominium property on such terms and conditions as the board of administration shall deem appropriate, and to delegate to such manager such powers as may be necessary in connection with the operation of the condominium complex; to employ personnel needed for the proper operation of the condominium;

(j) To adopt and amend previously adopted administrative rules and regulations governing the details of operation, use, maintenance, management, and control of the common elements and any facilities or services made available to condominium unit owners; and,

(k) To do any other act or thing necessary or proper to carry out the purposes of the Condominium Act or the condominium documents.

Section 2. Any assessment for betterments, alterations, and/or improvements involving the expenditure of \$50.00 or less, per unit may be made by a majority vote of the full board of administration alone; any such assessment for an expenditure more than \$50.00 per unit shall first require the approval of two-thirds (2/3rds) of the members. Assessment by the board alone may not be made more than once each calendar year.

Section 3. All assessments shall be due and payable by the members upon receipt of notice of same, and shall be paid to the corporation. Any assessment more than thirty (30) days past due shall bear interest at the highest rate of interest computed on a per annum basis legally chargeable to the condominium unit owner, from the due date thereof until paid. Joint owners of a condominium unit shall be jointly and severally liable for any assessment against such condominium unit.

Section 4. Each year, the board shall prepare a proposed budget of common expenses for the association. This budget shall include projections of common expenses, common revenues (from sources, if any, other than assessments of unit owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common charges against unit owners proportionate to each unit owner's interest in the common elements, as provided in the declaration.

As used in these by-laws, the term "common expenses" or "common charges" shall mean expenses or charges for which unit owners are proportionately liable, and shall include, but shall not be limited to the following:

(a) All expenses of administration, maintenance, repair, and replacement of the common elements.

(b) Insurance premiums on all policies of insurance obtained by the board, managing agent, or manager, as the case may be.

(c) Working capital reserve.

(d) General operating reserve.

(e) Repair and replacement reserve.

(f) Reserve for deficits accrued in prior years.

(g) Reserve for acquisition or lease of units, the owners of which have elected to sell or lease the same, or that may become available at foreclosure or other judicial sale.

(h) Utility rates for water, gas, and related sewer rents.

(i) Utility rates for electricity serving the common elements.

(j) All other amounts that the owners may agree upon or that the board may deem necessary or appropriate for the operation, administration, and maintenance of the condominium.

(k) All other amounts designated common expenses by the declaration, by these by-laws, or by law.

ARTICLE X.

Other Duties of Members

Section 1. Each condominium unit shall be used by the owner and authorized tenants, only.

Section 2. Each condominium unit owner shall be liable for any and all damage to exclusive and/or common property which shall be caused by such owner, his tenants, guests and/or invitees; and to the extent that such damages are not covered by insurance proceeds, such owner shall be assessed for the cost of repairs, and the same shall be a lien against the condominium unit of such owner and may be enforced as other assessment liens, bills and/or utility bills which are separate charges against his condominium unit.

Section 3. Real estate taxes against any condominium unit and personal property taxes on the furnishings shall be paid separately by the owner, when the same becomes due and payable.

Section 4. Each condominium unit owner shall keep and maintain the interior of his condominium unit, the interiors of exterior doors, and all fixtures located therein, in good condition and repair at all times. An owner shall not individually paint or otherwise decorate or change the appearance of any portion of the exterior of his condominium unit. The installation of an individually owned appliance shall first require the approval of the board of administration.

Section 5. Common walks, stairways, and other common areas shall not be obstructed, littered, defaced or misused in any manner. No sign may be exposed unless first approved in writing by the board of administration. Terraces, walkways, and stairways shall be used only for the purposes intended.

Section 6. No structural changes or alterations shall be made in any condominium unit without prior approval of the board of administration, and no change shall be made which would adversely affect the structural soundness of the buildings.

ARTICLE XI

Amendments

Section 1. An amendment to these By-Laws may be adopted by a two-thirds (2/3rds) vote of the total membership of the association. An amendment may be proposed at any annual meeting of the membership or at a special meeting called for that purpose, with notice clearly setting forth the proposed amendment. Any adopted amendment shall be certified and recorded as required by the Condominium Act.

The foregoing were adopted as the By-Laws of Bel-Kiss Plaza Condominium Association, Inc., a Florida corporation not for profit, on this 28 day of December, 1983.

Bel-Kiss Plaza Condominium
Association, Inc.

By: Frederick Kramer

FREDERICK KRAMER, SECRETARY

JOINDER OF MORTGAGEE OF
DECLARATION OF CONDOMINIUM

Sun Bank, National Association, the owner and holder of a mortgage encumbering the land described in the Declaration of Condominium of Bel-Kiss Plaza, a commercial condominium, according to the Declaration thereof to which this Joinder is attached, hereby consents to and joins in the said Declaration thereof and agrees that the lien of its mortgage, to the extent of the encumbrance upon the land described therein shall be upon all of the condominium parcels of Bel-Kiss Plaza, a commercial condominium, according to the Declaration thereof, together with all of the appurtenances, including, but not limited to, any common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by Sun Bank, National Association, or the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Declaration of Condominium as hereinabove provided.

This instrument is executed by the undersigned for the purpose of complying with and pursuant to Florida Statute 718.104(4)(m).

Executed this 9 day of January, 1984.

SUN BANK, NATIONAL ASSOCIATION

WITNESSES:

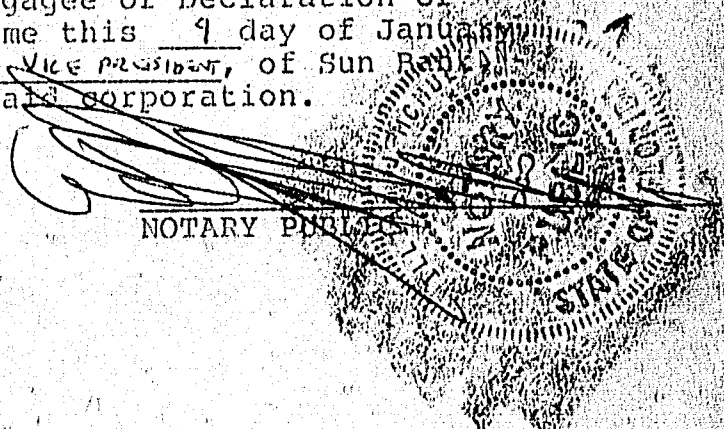
Sherry Dellabala
Patricia A. Harvey

By: [Signature]
Vice President

Attest: [Signature]
Asst. Vice President

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing Joinder of Mortgagee of Declaration of Condominium was acknowledged before me this 9 day of January, 1984, by GEORGE WILLIAMS, VICE PRESIDENT, of Sun Bank, National Association, on behalf of said corporation.



My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 14 1985
BONDED THRU GENERAL INS. UNDERWRITERS

PART OR PARTS OF THIS INSTRUMENT
NOT TO BE REPRODUCED
LEGIBLY. RECORDING CLERK

MEL WILLEY
CLERK OF DISTRICT COURT
OSCEOLA COUNTY, FLA.

84 JAN 13 9:58

RECORDED AND
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