

# BELLE TERRE CONDOMINIUM ASSOCIATION, INC.

City: Coral Springs

County: Broward

Last title search run: 7/9/2026

Last date governing documents added: 9/4/2026

Date by which covenants must be preserved under  
MRTA: 10/3/2053

KBR Matter # 40298

Kaye Bender Rembaum, P.A.  
Governing Document Book

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  - b. Amendment to Declaration of Condominium of Belle Terre, a Condominium 2/23/1979 – OR 8060/384
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- c. Certificate of Amendments to the Declaration of Condominium for Belle Terre, a Condominium, and the Bylaws of Belle Terre Condominium Association, Inc. – 4/24/2020 - DOC #116474732

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**RESEARCH EXPRESS TITLE, LLC**

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**Name(s): BELLE TERRE CONDOMINIUM ASSOCIATION, INC./BELL TERRE**

**Address: BROWARD COUNTY, FLORIDA**

**Research Express File #: 159518**

**Searched by: D.F.**

**Search Type: MISC. SEARCH REPORT**

**Date Searched: 6/30/2026    Effective Date of Search: 6/23/2026**

1. CONDO DEC; 7167/487; RCD 8/23/1977
2. AMD DEC; 7328/86; RCD 12/9/1977
3. OFF ST. AGMT; 7990/864; RCD 1/17/1979
4. AMD DEC; 8060/384; RCD 2/23/1979
5. AMD DEC; 8226/657; RCD 5/23/1979
6. EAS; 8855/10; RCD 4/17/1980
7. AMD BY-LAWS; 9296/530; 12/11/1980
8. AMD DEC; 9296/532; RCD 12/11/1980
9. EAS; 11926/979; RCD 8/13/1984
10. AMD DEC; INST. #116474732; RCD 4/24/2020
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13. UCC; INST. #118484071; RCD 10/27/2022
14. RES; INST. #116828427; RCD 10/28/2020
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**NOTE: No additional phases were found for Belle Terre Condominium. The following are the developments with similar names:**

|                                 |                                                                |
|---------------------------------|----------------------------------------------------------------|
| <a href="#"><u>484121AG</u></a> | BELLE TERRE EAST CONDO COMMERCIAL                              |
| <a href="#"><u>48420305</u></a> | BELLE TERRE OF DEER CREEK 108-26 B                             |
| <a href="#"><u>494121BB</u></a> | BELLE TERRE OF SUNRISE CONDO                                   |
| <a href="#"><u>49411020</u></a> | BELLE TERRE OF TAMARAC 97-40 B ROAD RIGHT OF WAY DEDICATED PER |
| <a href="#"><u>494110BB</u></a> | BELLE TERRE OF TAMARAC CONDO                                   |

**END OF REPORT**

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THIS INSTRUMENT PREPARED BY  
L. T. AHRENHOLZ, ESQ.  
~~10101 W. SAMPLE ROAD SUITE D~~  
CORAL SPRINGS, FLA. 33065

DECLARATION OF CONDOMINIUM

OF

BELLE TERRE, A CONDOMINIUM

MICHAEL R. SPIELVOGEL, TRUSTEE, individually and on behalf of the BELLE TERRE group, consisting of MICHAEL R. SPIELVOGEL, LESLIE T. AHRENHOLZ, GEORGE R. SALISBURY, III, JOHN B. WEISS, STEPHEN EDELSTEIN, JEFFREY J. KROLL and LAUREL J. FERRIS, hereinafter called the "Developer," for himself, successors, grantees and assigns, being the owner of the fee simple title to the property hereinafter described, said property not being homestead property, hereby submits said property to condominium ownership pursuant to present Chapter 711 of the Florida Statutes, hereinafter called the "Condominium Act," pursuant to the description and exhibits referred to in Article V hereof.

All the restrictions, reservations, conditions, covenants, and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein, and shall be binding upon all unit owners as hereinafter defined, and in consideration of receiving and by acceptance of a grant, devise or mortgage, 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, including the By-Laws and Articles of Incorporation of the Association. Both the burdens imposed and the benefits provided shall run with each unit and the interests in common property as defined herein.

1. Definitions. As used herein and in the By-Laws attached hereto and in all amendments hereto, unless the context requires otherwise:

- (A) "Assessment" means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owner.
- (B) "Association" or "Corporation" means BELLE TERRE CONDOMINIUM ASSOCIATION, INC., the entity responsible for the operation of the condominium.
- (C) "By-Laws" means the By-Laws for the government of the condominium as they exist from time to time.
- (D) "Common Elements" means the portion of the condominium property not included in the units. Common elements shall include the tangible personal property required for the maintenance of the common elements and limited common elements although owned by the Association.
- (E) "Common Expenses" include the expenses of administration and maintenance of the condominium property; the expenses of maintenance, operation, repair and replacement of the common elements; and other expenses declared to be common expenses herein and/or by the By-Laws and any other valid charge against the condominium as a whole.
- (F) "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of the common expenses.
- (G) "Condominium" is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof, an undivided share in the common elements.

THIS INSTRUMENT PREPARED BY

L. T. AHRENHOLZ, ESQ.

~~10101 W. SAMPLE ROAD SUITE D~~

CORAL SPRINGS, FLA. 33065

3000 University Dr., Suite E.

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- (H) "Condominium Parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit.
- (I) "Condominium Property" means and includes the land in a condominium whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
- (J) "Declaration" or "Declaration of Condominium" or "Enabling Declaration" means this instrument, or as it may from time to time be amended.
- (K) "Limited Common Elements" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.
- (L) "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company or individual lender, authorized to do business in Florida, having a lien on all or part of the condominium property.
- (M) "Operation" or "Operation of the Condominium" means and includes the administration and management of the condominium property.
- (N) "Unit" means a part of the condominium property which is to be subject to private ownership, as designated on the exhibits attached to this Declaration. The word "suite" as used herein and in the condominium survey is synonymous with the word "unit" as defined herein.
- (O) "Unit Owner" or "Owner of a Unit" means the owner of a condominium parcel. The words "suite owner" as used herein are synonymous with the word "unit owner" as defined herein.
- (P) "Utility Service" as used in the Condominium Act and as construed with reference to this condominium, and as used in this Declaration and by By Laws attached hereto shall include, but not be limited to, electric, power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

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

## II. Condominium parcels; appurtenances; possession and enjoyment.

- (A) The condominium parcel is a separate parcel of real property, ownership of which may be in fee simple, or any other estate in real property recognized by law.
- (B) There shall pass with a unit as appurtenances thereto:
  - (1) An undivided share in the common elements in accordance with Exhibit I attached hereto.
  - (2) 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 lawfully 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.
  - (3) An undivided share in the common surplus in accordance with Exhibit I attached hereto, and page 9 of Association By-Laws.
  - (4) As to Suites B and E respectively and exclusively, the garage areas identified on Exhibit 2 (Building 2).
- (C) The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.

Suite Boundaries:

Each suite or unit includes that part of the building containing the suite which lies within the boundaries of the suite or unit, and which boundaries are further described as follows:

- (a) Upper and Lower Boundaries: The upper and lower boundaries of the suite or unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
- i. Upper Boundary: Buildings 1 and 2, first floor suites - the horizontal plane of the lower surfaces of the second story floor trusses.  
  
Building 3, first floor suites - the horizontal plane of the lower surfaces of the second story steel floor joists.  
  
Buildings 1, 2 and 3, second floor suites - the horizontal plane of the lower surface of the roof trusses.  
  
Building 4, the horizontal plane of the lower surfaces of the roof trusses.
  - ii. Lower Boundary: Buildings 1, 2 and 3, first floor suites - the horizontal plane of the upper surfaces of the floor slab.  
  
Building 1 and 2, second floor suites - the horizontal plane of the upper surfaces of the second story floor trusses.  
  
Building 3, second floor suites - the horizontal plane of the upper surfaces of the floor slab.  
  
Building 4 suites - the horizontal plane of the upper surfaces of the floor slab.
- (b) Perimetrical Boundaries: The perimetrical boundaries of the suites shall be the vertical planes of the finished outer surfaces of the exterior wall and the center line of the interior walls bounding the suite extended to intersections with each other and with the upper and lower boundaries. Where there is attached to the building a balcony or other portion of the building serving only the suite being bounded, the perimetrical boundary shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

- (D) The owner of the respective "condominium unit" shall be deemed to own the decorated and/or finished surfaces of the perimeter walls, floors and ceilings surrounding his respective "condominium unit"; but the owner shall not be deemed to own pipes, wires, conduits or other public utility lines running through his condominium unit which are utilized for, or serve more than, one "condominium unit," which items are by these presents hereby made a part of the "common elements." Said owner, however, shall be deemed to own the walls and to the center of interim partitions which are contained in said owner's respective "condominium unit," and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, ceilings, including plaster, paint, wallpaper, etc.

III. Restraint upon separation and partition of common elements.

- (A) 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.
- (B) A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.
- (C) The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common elements shall lie.

IV. Common Elements.

- (A) Common elements includes within its meaning the following items:
- (1) The land on which the improvements are located and any other land included in the condominium property, whether or not contiguous.
- (2) All parts of the improvements which are not included within the unit.
- (3) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.
- (4) An easement of support in every portion of a unit which contributes to the support of a building.
- (5) Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.
- (6) The property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements.
- (7) The parking facilities provided for .
- (8) Elevator(s) and exterior stairways.

V. Description of Property Involved:

- (A) The legal description of the land involved herein is:
- Lots 11 through 15, Block F and Lots 39 and 40, Block A, all in CORAL SPRINGS UNIVERSITY DRIVE SUBDIVISION, as same is recorded in Plat Book 60, Page 42 of the Public Records of Broward County, Florida.
- (B) Attached hereto and made a part hereof as Exhibit 2 (Pages 1-5) is a survey of said land, a graphic description of the improvements in which the units are located, and a plot plan of the condominium.



- (C) The identification, location and dimensions of each unit and the common elements appear on the aforescribed exhibits. Together with the Declaration, they are in sufficient detail to identify the common elements, the individual units, and their relative locations and approximate dimensions. The legends and notes contained thereon are incorporated herein and made a part hereof by reference.

VI. Amendment to Plans.

- (A) Alteration of suite plans. Developer reserves the right to change the interior design and arrangements of all units, and alter boundaries between the units, so long as Developer owns the units so altered. No such change shall increase the number of suites nor alter the boundaries of the common elements without amendment of this Declaration. If more than one unit is involved, the Developer shall apportion between the units the shares in the common elements which are appurtenant to the units concerned.
- (B) Amendment of Declaration. The amendment of this Declaration reflecting such authorized alteration of plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, suite owners, lienors or mortgagees, whether or not elsewhere required for an amendment.

VII. Percentage of ownership of common elements and voting rights.

The condominium property is hereby declared to contain and is divided into eighteen (18) units. Each such unit, together with its undivided share of the common elements, constitutes a condominium parcel.

For purposes of identification, each unit has been lettered. The undivided share owned by each unit owner in the common elements appurtenant to each unit, the percentage of sharing common expenses and owning common surplus are as shown on Exhibit I attached hereto, and page 9 of the Association By-Laws.

The respective undivided interests as set forth in Exhibit I, and page 9 of By-Laws have been carefully established, giving effect to numerous criteria, and cannot be changed, altered or amended without prior written consent of the Condominium Association. Voting rights have been assigned to each unit on the basis that the useable square footage contained in each unit bears to the total combined useable square footage of the four buildings comprising the condominium. Article XII of the By-Laws of BELLE TERRE Condominium Association, attached to this Declaration as Exhibit 3 set forth the specific number of votes to which each unit is entitled and which the owner(s) of said unit may cast in any membership meeting.

VIII. Amendment of Declaration.

- (A) This condominium Declaration may be amended at any regular or special meeting of the unit owners of the condominium called or convened in accordance with the By-Laws, by the affirmative vote of unit owners casting not less than seventy-five (75%) percent of the total votes of the unit owners of the Association. All amendments shall be recorded and certified, as required by the Condominium Act.
1. No amendment shall change any condominium parcel nor a unit owner's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the amendment.
  2. No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.
- (B) Invalidity of any part of this Condominium Declaration, or any provision contained in the Plat of the condominium property, or in a conveyance of a unit in the condominium by Judgment, Court Order or law shall in no way affect any of the other provisions, which shall remain in full force and effect.

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IX. By-Laws.

The operation of the condominium property shall be governed by the By-Laws of BELLE TERRE CONDOMINIUM ASSOCIATION, INC., a copy of which is attached hereto and made a part hereof as Exhibit 3. No modification of or amendment to these By-Laws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth herein. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel.

X. The Association, its powers and responsibilities:

- (A) The operation of the condominium shall be vested in BELLE TERRE CONDOMINIUM ASSOCIATION, INC., a non-profit corporation.
- (B) No unit owner, except as an officer of the Association shall have any authority to act for the Association.
- (C) The powers and duties of the Association shall be those set forth in the By-Laws referred to in Article IX above, but in addition thereto, the Association shall have all of the powers and duties set forth in the Condominium Act, as well as all powers, duties granted to or imposed upon it by this Declaration, including:
  - (1) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units.
  - (2) The power to make and collect assessments and to lease, maintain, repair and replace the common elements.
  - (3) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by the unit owners at all times.
  - (4) The power to enter into the Development and Maintenance contract with Michael R. Spielvogel as attached hereto and made a part hereof as Exhibit 5, for the maintenance and management of subject property, including the normal maintenance and repair of the common elements, and in connection therewith to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for non-payment, etc. The service and maintenance contract referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements, but shall not relieve the condominium unit owner from his personal responsibility to maintain and preserve the interior surfaces of the condominium parcels and to paint, clean, decorate, maintain and repair the individual condominium unit.

Each suite owner, his heirs, successors and assigns shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for purposes herein expressed, including but not limited to adopting, ratifying, confirming and consenting to the execution of same by the Association; covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by suite owners as required under said management agreement, acknowledging that all of the terms and conditions thereof including the manager's fee, are reasonable; and agreeing that the persons acting as directors and officers

of the Association entering into such an agreement have not breached any of their duties or obligations as to the Association. The Management Agreement, as well as each and every provision thereof, and the acts of the Board of Directors and officers of the Association entering into such agreements are hereby ratified, confirmed, approved and adopted.

- (5) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property, and for the health, comfort, safety and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations.

XI. Maintenance; limitation upon improvement.

- (A) The maintenance of the common elements shall be the responsibility of the Association.
- (B) There shall be no material alteration or substantial additions to the common elements or limited common elements, except in a manner provided herein.
- (C) No unit owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

XII. Common Expenses and Common Surplus.

- (A) Common expenses shall include expenses of the operation, maintenance, repair, or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expenses designated as common expense by this Declaration and the By-Laws, and so long as same remains unpaid, that certain purchase money mortgage to Christine R. Lewis encumbering the condominium property.
- (B) Funds for the payment of common expenses shall be assessed against unit owners in the proportions or percentages of sharing common expenses provided in this Declaration.
- (C) The common surplus shall be owned by unit owners in the shares provided in this Declaration.

XIII. Assessments, Liability; Lien and Priority; Interest; Collections.

- (A) The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the condominium property, including the expenses allocable to services being rendered by a management company with which the Association may contract. The assessments shall include hazard and liability insurance premiums. A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance.
- (B) The liability for assessments may not be avoided by the waiver of the use or enjoyment of any common elements, services or by abandonment of the unit for which the assessment was made.
- (C) Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate of nine percent (9%) per annum until paid.

- (D) The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the owner of such condominium parcel until paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such liens shall be executed and recorded in the Public Records of Broward County, Florida, in the manner provided by law, but such liens shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise same if in the best interest of the Association. Said lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established by said Act.
- (E) Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the statute. The Association may bid at any sale in same and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced.
- (F) Where the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or where an institutional first mortgage of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, his successors and assigns.
- (G) Any person who acquires an interest in a unit, except through foreclosure of a first mortgage of record (or deed in lieu thereof), as specifically provided in the paragraph immediately preceding, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.
- (H) 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 the Developer or to any unit owner or group of unit owners, or to any third party.
- (I) Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit as set out in greater detail in the statutes made and provided for.

#### XIV. Termination of Condominium.

If all unit owners and the holders of all liens and mortgages affecting any of the condominium parcels execute and duly record an instrument terminating the condominium property, or if "major damage" occurs as defined in the insurance clauses hereunder, said property shall be deemed to be subject to termination and thereafter owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner shall then become the percentage of the undivided interest previously owned by such owner in the common elements.

#### XV. Equitable Relief.

In the event of major damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit owner shall have the right to petition a court of equity having jurisdiction in and for Broward County, Florida, for equitable relief, which may, but need not necessarily include a termination of the condominium and a partition.

#### XVI. Limitation of Liability.

- (A) 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 this Declaration or the Florida Condominium Act.
- (B) The owner of a unit shall have no personal liability for any damage caused by the Association or in connection with the use of the common elements except as permitted under the Florida Condominium Act. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

#### XVII. Liens.

- (A) With the exception of liens which may result from the initial construction of this condominium, no liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.
- (B) Unless a unit owner has expressly requested or consented to work being performed or materials being furnished to his unit, such labor or materials may not be the basis for the filing of a lien against the same. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon unless authorized by the Association, in which event same may 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.
- (C) 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 for such condominium parcel.

#### XVIII. Remedies for Violation.

Each unit owner shall be governed by and conform with this Declaration and Association charter and By-Laws attached hereto. Failure to do so shall entitle the Association or any unit owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

#### XIX. Easements.

- (A) Owners of units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their units over stairs, terraces, balconies, walks and other common elements, including the elevator.
- (B) All condominium property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachment no longer exists. If the condominium property be destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist.



- (C) Easements are reserved through the condominium property as may be required for utility service in order to serve the condominium adequately, provided however, such easements through a suite shall only be according to the plans and specifications for the office building, or as the building is constructed, unless approved in writing by the suite owner. This provision is in no way intended to abridge any other rights or privileges granted to the condominium Association hereunder.

XX. Membership in Association.

- (A) BELLE TERRE CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation was chartered to perform the acts and duties desirable in connection with the management of the units and common elements defined and described in this Condominium Declaration and to levy and enforce collection of assessments necessary to perform said acts and duties.
- (B) All unit owners shall automatically be members of the Association, and said membership shall terminate when they no longer own said unit. A copy of the Association charter is attached as Exhibit 4.
- (C) Owners of each unit shall collectively be entitled to vote in accordance with voting privileges set forth in the By-Laws attached hereto as Exhibit 3.

XXI. Assessments.

- (A) The Board of Directors of the Association shall approval annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance for the common elements, plus operating and maintenance expenses, and other reasonable and necessary expenses.
- (B) The percentage of the annual assessment chargeable for each fiscal year against each unit is set forth in Exhibit 1. The annual assessment shall initially be broken down into twelve (12) equal parts, payable in advance on the first day of the month and each and every month thereafter, but the Board of Directors has the power to establish other collection procedures. In addition, the Association has the power to levy special assessments against each unit in their respective percentages, if a deficit should develop in the treasury for the payment of common expenses. A projected Budget for the first year of operation is attached as Exhibit 6.

XXII. Sale, Rental, Lease or Transfer.

- (A) The Association shall have the option to purchase or lease any unit upon the same terms and conditions as are offered by the unit owner to any third person. Prior to the sale, rental, lease or transfer of any unit to any person other than the transferor's spouse or member of his immediate family, the unit owner shall notify the Board of Directors of the Association in writing, of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made and the terms and conditions thereof, and such other information as may be required by the Board of Directors. Failure to do so shall be deemed a breach thereof, and any transfer or lease in contravention of this Article in the Declaration shall be null and void and confer no right, title or interest to the intended purchaser, lessee, or transferee. Within ten (10) days of receipt of said notice and such supplemental information as it requires, the Board of Directors shall either approve or disapprove of the proposed sale or transfer, in writing, and shall notify the owner of its decision. Failure by the Association to act within said ten (10) days shall be tantamount to its consent and can be established by means of affidavit attached to the deed conveying such apartment. Approval by the Association

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shall be stated in a Certificate executed by the President and Secretary of the Association, which shall be recorded in the Public Records of Broward County, Florida, at the expense of purchaser, and if there are any other expenses incurred by the Association in connection with such transaction, said expense shall be borne and paid for by Purchaser. Transfers shall, however, be subject to each unit owners right of exclusivity of business or profession. (See Exhibit 7 attached).

- (B) If the transfer be bona fide but the Board of Directors disapproves of same, the unit owner may, thirty (30) days before the consummation of the proposed sale or transfer, give written notice to the Secretary of the Association of his intention to consummate the transaction on a certain date, and the price and terms thereof, and the Association shall promptly notify its members of the date, price and terms. The members of the Association shall have the right to purchase said parcel on the terms and conditions contained in the notice, if they so notify the Secretary of the Association in writing at least twenty (20) days before the date of the intended sale, which information the Association shall promptly forward to the owner. Thereupon, the selling unit owner either may accept such offer or withdraw the offer specified in the notice to the Board. If no unit owner accepts the offer within said twenty (20) days, or if having accepted, fails to close the transaction within said thirty (30) days, such failure shall be deemed consent by the Association to the transaction specified in the notice and the offeror may consummate the transaction with the third party who made the original bona fide offer. In the event the member giving notice receives acceptance from more than one member, it shall be discretionary with the member giving notice to consummate the sale with whichever of the accepting members he chooses. If no written notice accepting the price and terms is received from any other member, the selling member may complete the sale on the day, and at the price and terms given in his notice. To perfect title in the transferee, an affidavit specifying the manner in which the terms hereof have been complied with shall be recorded with the deed conveying title. In the event that the provisions of the foregoing sections shall be deemed invalid or illegal as a violation of the Rule against Perpetuities, then in that event, the terms and conditions of the aforementioned Section XXII (A) and (B) shall expire twenty-one (21) years from the date of the execution of this instrument.
- (C) Units shall not be leased without the prior written approval of the Board of Directors. The Board shall have the right to require that a substantially uniform form of lease be used. Notwithstanding the lease of his unit, the liability of the unit owner shall continue. The Board must either approve or disapprove a lease within ten (10) days of receipt of a request for such approval, which request shall be accompanied by such information as the uniform regulations of the Association may from time to time require. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the Lessee.
- (D) Should any condominium unit or parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the owner of said condominium parcel through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee, shall have the unqualified right to sell, lease, or otherwise transfer said unit, including the fee ownership thereof, without prior offer to the Board of Directors or members, the provisions of the sub-paragraphs above to be inapplicable.
- (E) Notwithstanding any other provisions herein, this Article shall not be applicable to units owned by Michael R. Spielvogel and Leslie T. Ahrenholz for a period of one year from date of the issuance of a Certificate of Occupancy to the completed project which is submitted to condominium ownership, and they

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hereby irrevocably empowered to sell, lease or rent condominium units to any lessees or purchasers without consent. The said declarant(s) shall have the right to transact any business necessary to consummate sales of said units, including but not limited to the right to maintain model suites, have signs, employees in the offices, use the common elements and show suites. Sales office signs and all items pertaining to sales shall not be considered common elements and remain the property of Michael R. Spielvogel and Leslie T. Ahrenholz.

- (F) In the event there are unsold suites, Michael R. Spielvogel and Leslie T. Ahrenholz retain the right to be owners of same until they are sold. The maintenance cost for the unsold suites chargeable to Michael R. Spielvogel and Leslie T. Ahrenholz will be determined as follows: The total amounts charged for common expenses to suite owners who have taken title to same will be deducted from the total common expenses as contemplated hereunder, and the difference will be paid by Michael R. Spielvogel and Leslie T. Ahrenholz as their contribution to cover the common expenses for the unsold suites. If there are any unsold suites after July 1, 1977, Michael R. Spielvogel and Leslie T. Ahrenholz will pay the same assessment for common expenses on each of said suites as every other owner. Contributions to working capital paid for by unit owners may be used by Michael R. Spielvogel and Leslie T. Ahrenholz or the Management Corporation to defray any deficit in operational expenses until July 1, 1977. In the event of unforeseen or unpredictable increases, Michael R. Spielvogel, Trustee, or the Management Corporation, as the case may be, retain the right to increase the monthly maintenance payments for unit owners prior to July 1, 1977 to meet such unforeseen or unpredictable increases.

The first Board of Directors of the Condominium Association will remain in office and Michael R. Spielvogel, Trustee, will control the operation of the condominium property until all suite units in same have been sold or closed or until July 1, 1977, or until Michael R. Spielvogel, Trustee, elects to turn over control to the condominium parcel owners, whichever shall first occur. Upon any of said events, a special meeting for the purpose of electing interim Directors will be held upon due and proper notice being given to all members as per the By-Laws. The interim election and all subsequent elections shall take place in accordance with the procedures set forth in the By-Laws as applicable to regular annual meetings.

#### XXIII. Obligations to Members.

In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

- (A) Promptly pay the assessments levied by the Association.
- (B) Maintain in good condition and repair his unit and all interior surfaces within or surrounding his suite (such as the surfaces of walls, ceilings, floors), whether or not a part of the suite or common elements, and maintain and repair the fixtures therein and pay for any utilities which may be separately metered to his unit.
- (C) Not use or permit the use of his unit for any purpose other than as a business use for himself or itself, employees, associates and business or social invitees and maintain his unit in a clean and sanitary manner.
- (D) Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.



- (E) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him, do likewise.
- (F) Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building.
- (G) Allow the Board of Directors or the agents and employees of the Association or the management company to enter any unit for the purpose of the maintenance, inspection, repair, replacement of the improvements within the units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with this Condominium Declaration.
- (H) Show no sign, advertisement or notice of any type on the common elements or his unit, and erect no exterior antennas and aerials except as provided in uniform regulations promulgated by the Association, except for first floor units.
- (I) Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the management company or the Association. Plumbing and electrical repairs within a unit shall be the financial obligation of the owners of the unit and paid for forthwith, whereas the corporation shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.
- (J) Return the "condominium parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against his condominium parcel. For the purposes of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium 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 in this Condominium Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.
- (K) Use no more parking spaces within the parking facility than the number originally assigned to the unit owner. The Developer has the right to allocate the initial assignment of parking spaces, but if it fails to exercise such right the Association may do so.

#### XXIV. Enforcement of Maintenance.

In the event the owner of a unit fails to maintain it as required herein, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed in a Court of Equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition, and to collect such assessment and have a lien for same as is otherwise provided herein. After such assessment, the Association shall have the right, for its employees or agent, to enter the unit and do the necessary work to enforce compliance with the above provisions.

#### XXV. Insurance.

(A) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance, flood insurance, and vandalism and malicious mischief insurance insuring all of the insurable improvements within the condominium, together with such other insurance as the Association deems necessary in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear in a company with an "A" rating or better, in an amount which shall be equal to the maximum insurable

replacement value as determined annually; and the premiums for such coverage and other expenses in connection with said insurance shall be assessed against the unit owners as part of the common expenses. The named insured shall be the Association, individually and as agent for the suite owners, without naming them, and as agent for their mortgagees.

Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of suite owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Suite owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and business expense.

(B) Coverage:

- (1) Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:
  - (a) Loss or damage by fire, and other hazards covered by a standard extended coverage endorsement; and
  - (b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use as the buildings on the land, including but not limited to vandalism and malicious mischief.
- (2) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobiles and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the suite owners as a group to a suite owner.
- (3) Workmen's Compensation policy to meet the requirements of law.
- (4) Such other insurance as the Board of Directors of the Association shall determine from time to time desirable.
- (C) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.
- (D) Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the suite owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee, which shall be designated by the Board of Directors and which shall be any bank or trust company in Florida with trust powers. The Insurance Trustee shall not be liable for payment of premiums nor the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the suite owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.
  - (1) Common Elements. Proceeds on account of damage to common elements - an undivided share for each suite owner, such share being the same as the undivided share in the common elements appurtenant to his suite.
  - (2) Suites. Proceeds on account of damage to suites shall be held in the following undivided shares:

- (a) When the Building is to be restored - for the owners of damaged suites in proportion to the cost of repairing the damage suffered by each suite owner, which cost shall be determined by the Association.
  - (b) When the building is not to be restored - an undivided share for each suite owner, such share being the same as the undivided share in the common elements appurtenant to his suite.
- (3) Mortgagees. In the event a mortgagee endorsement has been issued as to a suite, the share of the suite owner shall be held in trust for the mortgagee and the suite owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the suite owner and mortgagee pursuant to the provisions of this Declaration.
- (E) Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:
- (1) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.
  - (2) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittance to suite owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a suite and may be enforced by such mortgagee.
  - (3) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to the suite owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a suite and may be enforced by such mortgagee.
  - (4) Certificate. In making distribution to suite owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the suite owners and their respective shares of the distribution.
- (F) Association as Agent. The association is hereby irrevocably appointed agent for each suite owner and for each owner of a mortgage or other lien upon a suite 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.
- (G) Unit Owners Obligation. Each unit owner has the obligation to purchase public liability insurance to protect himself against claims due to accidents within his suite, and shall purchase casualty insurance on the contents within said suite.
- (H) The Insurance Trustee hereby appointed is Innovative Enterprises, Inc., a Florida corporation, which shall serve until and unless replaced by the Association.

XXVI. Reconstruction or Repair After Casualty.

- (A) Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty whether or not it shall be reconstructed or repaired shall be determined in the following manner:



- (1) Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.
- (2) Office Buildings:
- (a) Lesser damage. If the damaged improvement is an office building, and if suites to which 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 or repaired unless within 60 days after the casualty, it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.
- (b) Major damage. If the damaged improvement is an office building and if suites to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty, the owners of 75% of the common elements agree in writing to such reconstruction or repair.
- (3) Certificate. The Insurance Trustee may rely upon a certificate of the association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.
- (B) Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building(s), portions of which are attached hereto as exhibits; or if not, then according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the office building(s), by the owners of not less than 75% of the common elements, including the owners of all damaged suites, which approval shall not be unreasonably withheld.
- (C) Responsibility. If the damage is only to those parts of one suite for which the responsibility of maintenance and repair is that of the suite owner, then the suite owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.
- (D) Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- (E) Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all suite owners in proportion to their shares in the common elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the suite owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against suite owners for damage to a suite shall be in proportion to the cost of reconstruction and repair of their respective suite. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.
- (F) Construction Funds. The funds for payment of costs of reconstruction

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and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against suite owners, shall be disbursed in payment of such costs in the following manner:

- (1) Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.
- (2) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against suite owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
  - (a) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.
  - (b) Association - major damage. If the amount of the estimated costs of reconstruction and repair, which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
  - (c) Suite Owners. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a suite owner shall be paid by the Insurance Trustee to the suite owner, or if there is a mortgage endorsement as to such suite, then to the suite owner and the mortgagee jointly, who may use such proceeds as they may be advised.
  - (d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.
  - (e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by the suite 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 whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee



may rely upon a certificate of the Association, made by its President and 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 herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a suite owner; and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which 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.

XXVII. Miscellaneous.

- (A) If any provision of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration, By-Laws attached hereto, or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.
- (B) Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by certified mail at their place of business in the condominium building(s), unless the unit owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered by certified mail at the primary office of the Association, at 3000 University Drive, Coral Springs, Florida 33065. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.
- (C) Should the Association find it necessary to bring court action to bring about the compliance with the law, this Declaration and the By-Laws, upon a finding by the court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action, as determined by the Court.
- (D) Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner, synonymously with "corporation" and refers to BELLE TERRE CONDOMINIUM ASSOCIATION, INC.

XXIX. Improvements on the Condominium Land.

The improvements on the condominium land include four office buildings together with landscaping, parking facilities and sign. Each condominium unit is designated by a letter. The location of each condominium unit in the condominium buildings may be determined from the floor plans set forth in Exhibit 2 attached hereto.

IN WITNESS WHEREOF, MICHAEL R. SPIELVOGEL, TRUSTEE, and the other individuals whose names are hereto affixed, the Developers of BELLE TERRE

CONDOMINIUM, have hereunto set their hands and seals this 16<sup>th</sup> day  
of ~~February~~ <sup>March</sup>, 1977.

Witnesses:

MICHAEL R. SPIELVOGEL, Individually and as  
Trustee

LESLIE T. AHRENHOLZ

GEORGE R. SALISBURY, III

JOHN B. WEISS

STEPHEN EDELSTEIN

JEFFREY J. KROLL

LAUREL J. FERRIS

STATE OF FLORIDA }  
COUNTY OF BROWARD } SS.

I HEREBY CERTIFY that on this day personally appeared before me,  
the undersigned authority duly authorized by law to administer oaths and  
take acknowledgments, MICHAEL R. SPIELVOGEL, LESLIE T. AHRENHOLZ, GEORGE R.  
SALISBURY, III, JOHN B. WEISS, STEPHEN EDELSTEIN, JEFFREY J. KROLL and  
LAUREL J. FERRIS, and they acknowledged before me that they executed the  
foregoing Declaration for the uses and purposes therein expressed.

WITNESS my hand and official seal at Coral Springs, Broward County,  
Florida, this 16<sup>th</sup> day of ~~February~~ <sup>March</sup>, 1977.

Cynthia M. Miller  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 23 1980  
BONDED THRU GENERAL INS. UNDERWRITERS



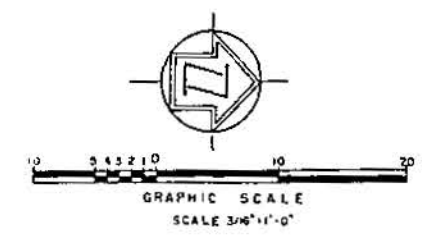
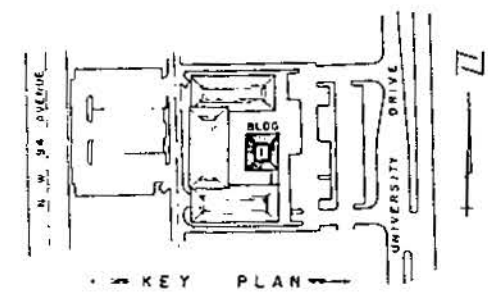
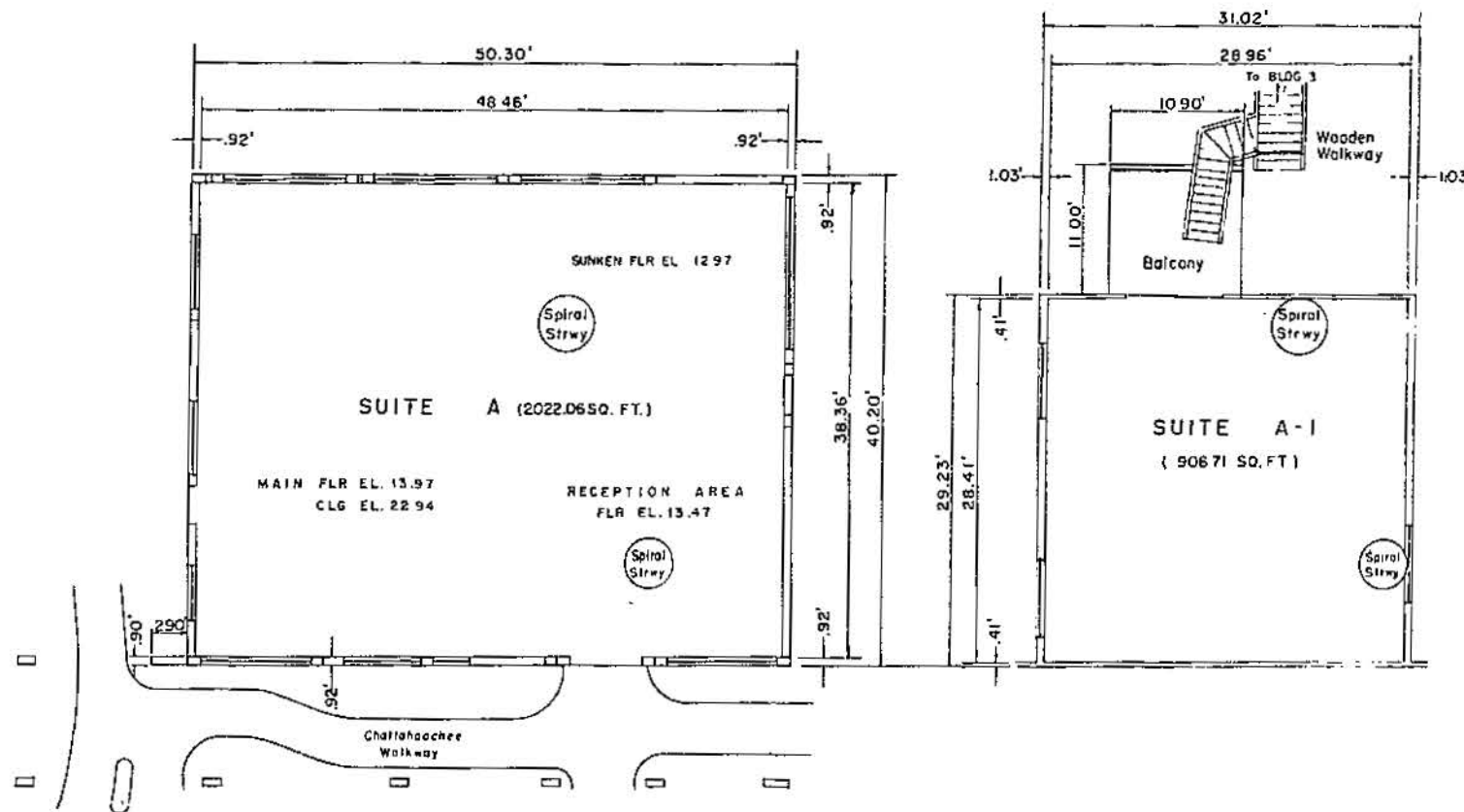
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BELLE TERRE CONDOMINIUM

Following is a list of the respective units or suites showing the undivided fractional share which each unit shall own in the common elements of BELLE TERRE Condominium. Said undivided fractional share shall also constitute the respective unit obligation for payment of common expenses. Said undivided fractional share further constitutes the basis establishing the voting rights set forth in the By-Laws of BELLE TERRE CONDOMINIUM ASSOCIATION, INC.:

| Suite       | Present Owner                | Percentage of<br>Sq. Footage (Rounded) | Votes (Rounded to<br>Next Highest No.) |
|-------------|------------------------------|----------------------------------------|----------------------------------------|
| A & A 1     | Michael R. Spielvogel        | .113                                   | 12                                     |
| B           | Laurel J. Ferris             | .093                                   | 10                                     |
| C           | Laurel J. Ferris             | .057                                   | 6                                      |
| D           | George R. Salisbury, III     | .043                                   | 4                                      |
| E           | Leslie T. Ahrenholz          | .077                                   | 8                                      |
| F           | Leslie T. Ahrenholz          | .054                                   | 5                                      |
| G           | John B. Weiss                | .043                                   | 5                                      |
| H           | John B. Weiss                | .050                                   | 5                                      |
| I           | Stephen Edelstein            | .046                                   | 5                                      |
| J           | Spielvogel-Ahrenholz         | .046                                   | 5                                      |
| K           | Kroll                        | .081                                   | 9                                      |
| L           | Kroll                        | .023                                   | 2                                      |
| M           | Kroll                        | .037                                   | 4                                      |
| N           | Kroll                        | .051                                   | 5                                      |
| P           | Spielvogel-Ahrenholz (Black) | .055                                   | 6                                      |
| Q           | James A. Carelli             | .038                                   | 4                                      |
| R           | Neil Katz                    | .093                                   | 10                                     |
| Total Votes |                              |                                        | 106                                    |

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**NOTE:**  
ALL ELEVATIONS SHOWN ARE BASED ON U.S.C. & G.S. MEAN SEA LEVEL DATUM

**ENGINEER'S CERTIFICATE**

1. I, JAMES J. MULLEN JR., HEREBY CERTIFY THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF FLORIDA, BEING ENGINEER NO. 19798.
2. THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE BUILDING NO. 1 OF BELLE TERRE CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIALS WHICH COMPRISE THIS EXHIBIT 2 TO THE DECLARATION OF CONDOMINIUM OF BELLE TERRE ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH SUITE CAN BE DETERMINED FROM SAID MATERIALS.

BY James J. Mullen Jr.  
JAMES J. MULLEN JR.  
REGISTERED PROFESSIONAL ENGINEER  
No. 19798, STATE OF FLORIDA

MICHAEL R. SPIELVOGEL-Trustee  
for  
BELLE TERRE DEVELOPMENT GROUP

**EXHIBIT 2**

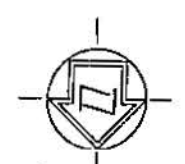
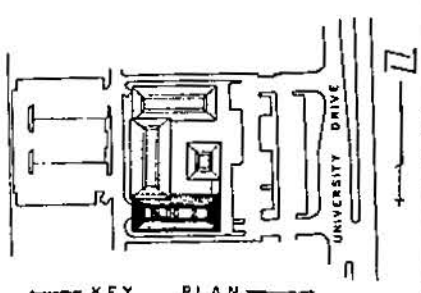
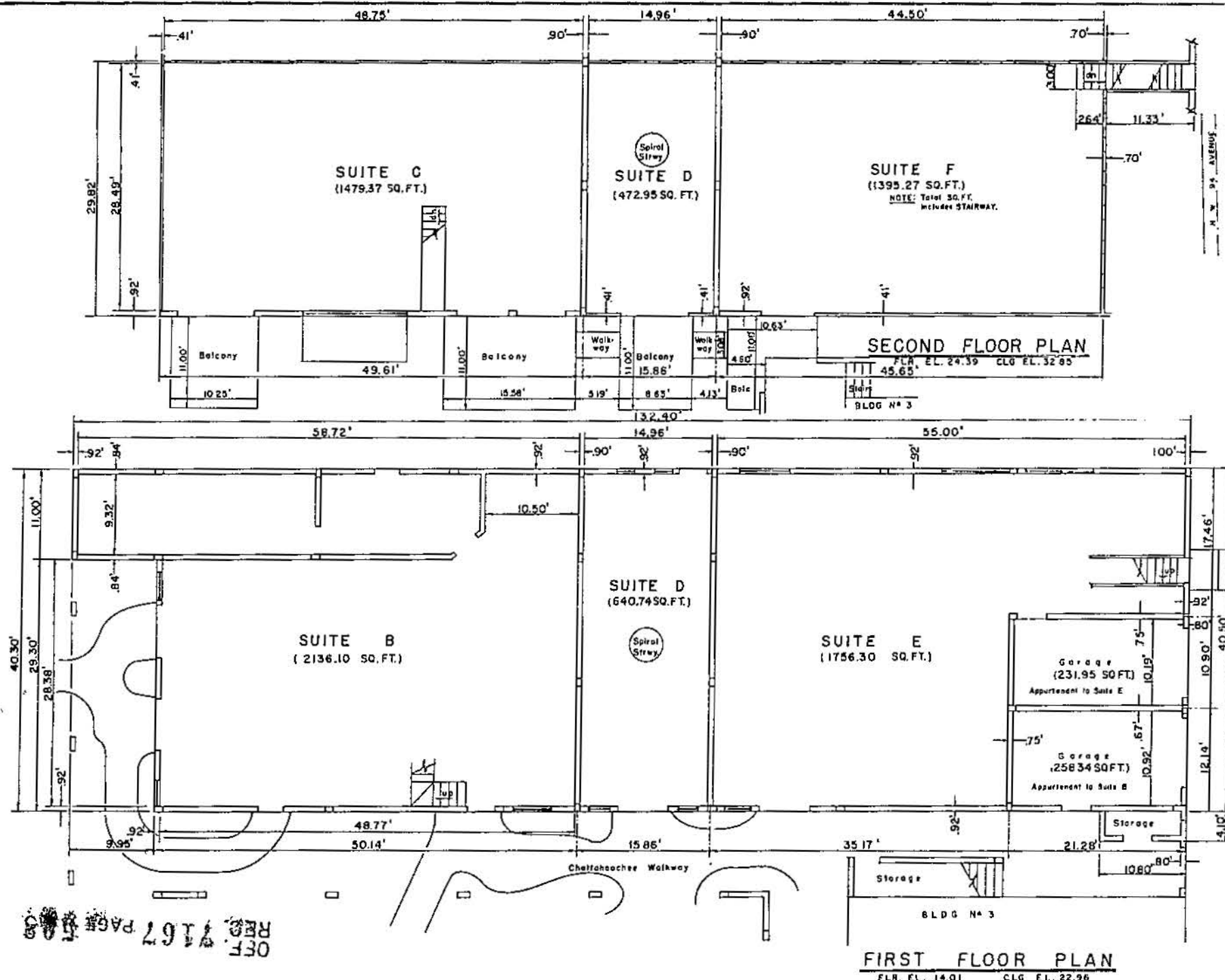
**BELLE TERRE  
CONDOMINIUM**

**BUILDING No. 1**

DATE AUGUST, 1977  
SHEET 1 OF 5

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GRAPHIC SCALE  
SCALE: 3/16" = 1'-0"

NOTE:  
ALL ELEVATIONS SHOWN ARE BASED ON U.S.C.  
8 G S MEAN SEA LEVEL DATUM.

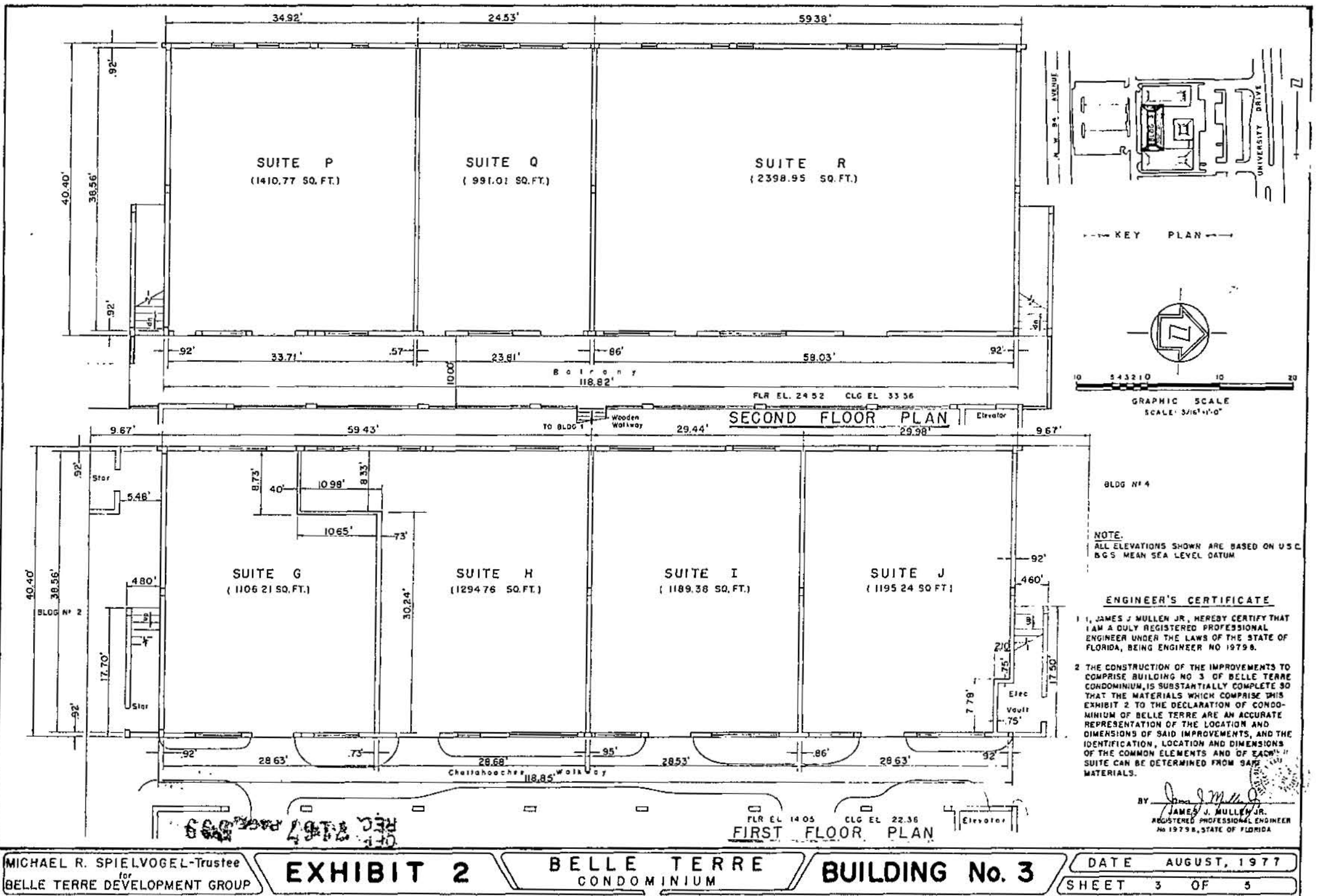
**ENGINEER'S CERTIFICATE**

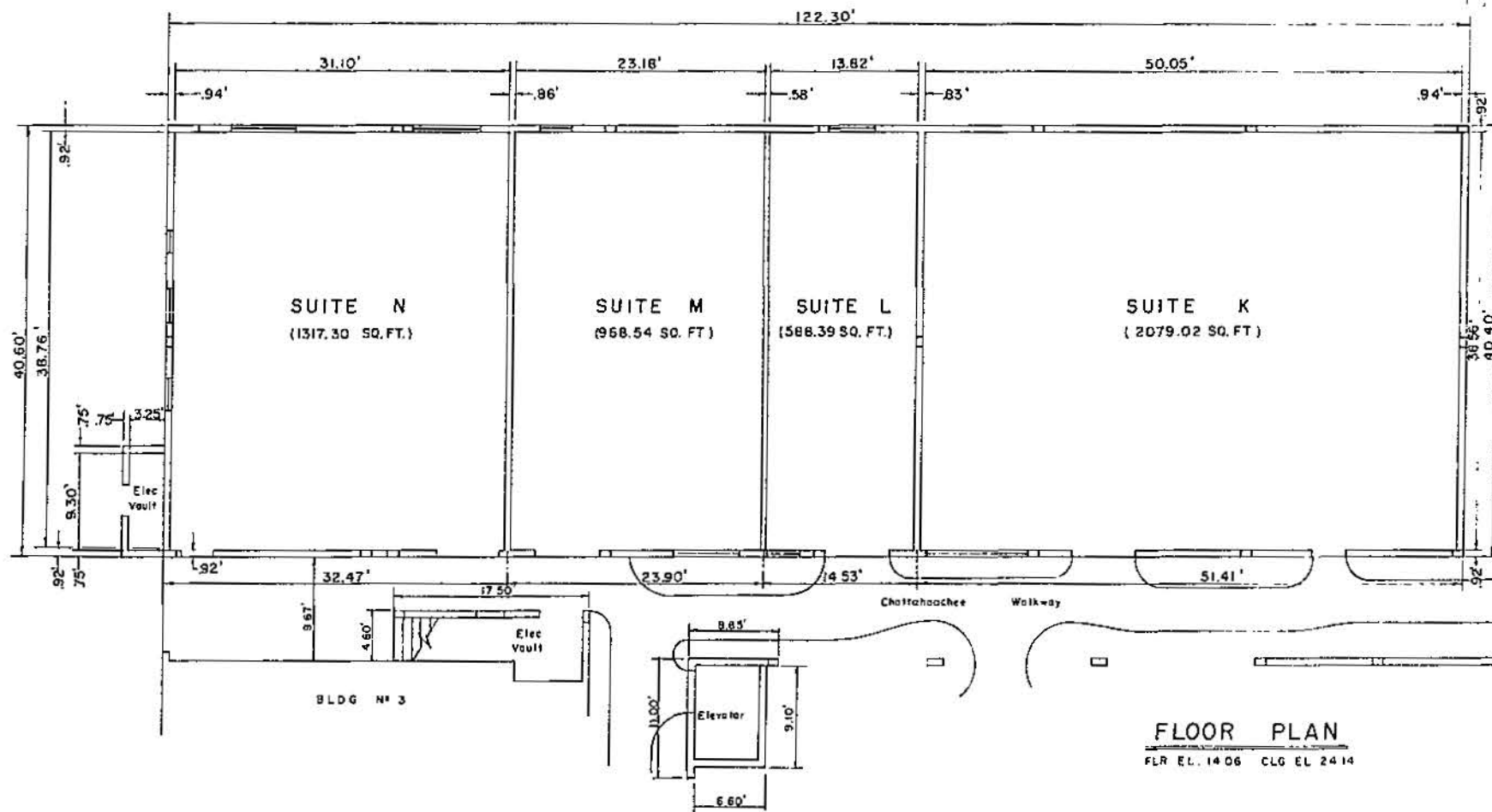
I, JAMES J. MULLEN JR., HEREBY CERTIFY THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF FLORIDA, BEING ENGINEER NO. 19798.

2. THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE BUILDING NO. 2 OF BELLE TERRE CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIALS WHICH COMPRISE THIS EXHIBIT 2 TO THE DECLARATION OF CONDOMINIUM OF BELLE TERRE ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH SUITE CAN BE DETERMINED FROM SAID MATERIALS.

BY *James J. Mullen Jr.*  
JAMES J. MULLEN JR.  
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No. 19798, STATE OF FLORIDA

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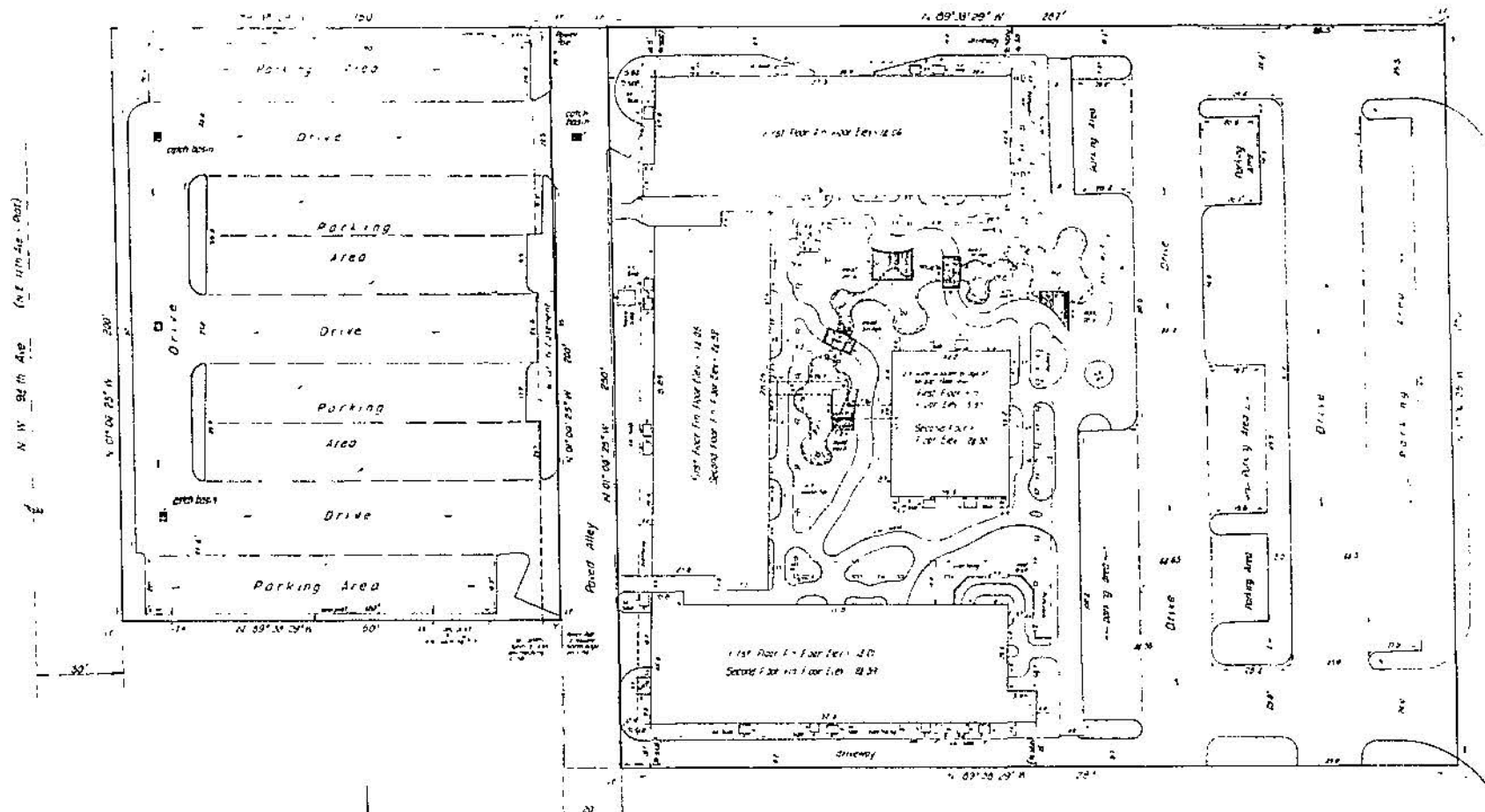




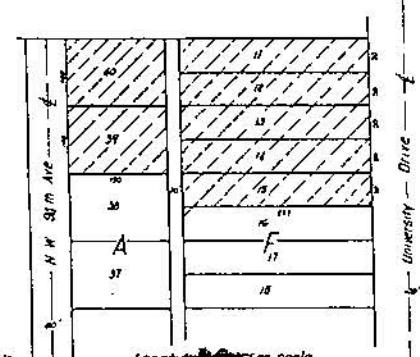
#### ENGINEER'S CERTIFICATE

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2. THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE BUILDING NO. 4 OF BELLE TERRE CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIALS WHICH COMPRISE THIS EXHIBIT 2 TO THE DECLARATION OF CONDOMINIUM OF BELLE TERRE ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH SUITE CAN BE DETERMINED FROM SAID MATERIALS.

BY *James J. Mullen Jr.*  
JAMES J. MULLEN JR.  
REGISTERED PROFESSIONAL ENGINEER  
NO. 19798, STATE OF FLORIDA



Scale: 1" = 20'



**DESCRIPTION**

Lots 11, 12, 13, 14, and 15, all in Block F, AND Lots 39 and 40, Block A, CORAL SPRINGS UNIVERSITY DRIVE SUBDIVISION, according to the plat thereof, as recorded in Plat Book 80, Page 42, of the Public Records of Broward County, Florida

**CERTIFICATION**

I hereby certify that the above plat correctly represents a survey made under my direction, and that said survey is true and correct to the best of my knowledge



Dennis R. Poore  
REGISTERED LAND SURVEYOR NO. 11,000, STATE OF FLORIDA  
AUGUST 11, 1977

**EXHIBIT 2**

TO  
THE DECLARATION OF CONDOMINIUM  
OF BELLE TERRE

BY-LAWS

BELLE TERRE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I.  
GENERAL

Section 1. The Name: The name of the corporation shall be:  
BELLE TERRE CONDOMINIUM ASSOCIATION, INC.

Section 2. The Principal Office: The principal office of the corporation shall be: 3000 University Drive, Broward County, Coral Springs, Florida, 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 thereat.

Section 3. Definition: As used herein, the term "corporation" shall be the equivalent of "association" as defined in the Condominium Declaration, and the words "property," "unit owner," and "condominium" are defined as set forth in the Condominium Declaration, etc., of the corporation, to which these By-Laws are attached.

ARTICLE II.  
DIRECTORS

Section 1. Number and Term: The number of directors which shall constitute the whole Board shall be not less than three (3) nor more than seven (7). All directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected to serve for the term of one (1) year, or until a successor shall be elected and shall qualify. The first Board of Directors shall have seven (7) members. The original directors shall serve in accordance with Paragraph XXII (F) of the Declaration of Condominium.

Section 2. Vacancy and Replacement: If the office of any director or directors 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 of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed for cause by an affirmative vote of a majority of the qualified votes of members. No director shall continue to serve on the Board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

Section 4. First Board of Directors: The first Board of Directors shall consist of MICHAEL R. SPIELVOGEL, LESLIE T. AHRENHOLZ, GEORGE R. SALISBURY, III, JOHN B. WEISS, STEPHEN EDELSTEIN, JEFFREY J. KROLL and LAUREL J. FERRIS, who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, however, that any or all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers: The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation or the Declaration to which these By-Laws are attached.

The powers of the Board of Directors shall specifically include, but not be limited to, the following:

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REC. 7167



A. To make and collect regular and special assessments and establish the time within which payment of same are due.

B. To use and expend the assessments collected to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners.

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

D. To enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.

E. To insure and keep insured said condominium property in the manner set forth in the Declaration, against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violation of these By-Laws and the terms and conditions of the Declaration.

G. To employ and compensate such personnel as may be required for the maintenance and preservation of the property.

H. To make reasonable rules and regulations for the occupancy of the condominium parcels.

I. To acquire and/or rent and/or lease a condominium parcel in the name of the corporation or a designee.

J. To contract for management of the condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Condominium Documents to have specific approval of the Board of Directors or its members.

K. To carry out the obligations of the Association under any restrictions and/or covenants running with any land submitted to the Condominium ownership of this Association or its members.

Section 6. Compensation: Neither directors nor officers shall receive compensation for their services as such.

Section 7. Meetings:

A. The first meeting of each Board newly elected by the members shall be held immediately upon the adjournment of the meeting at which they were elected, provided a quorum then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

B. Special meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail, or telegram, at least three (3) days before the date of such meeting, but the directors may waive notice of the calling of the meeting.

C. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 8. Order of Business: The order of business at all meetings of the Board shall be as follows:

- A. Roll call;
- B. Reading of Minutes of last meeting;
- C. Consideration of communications;
- D. Resignations and elections;
- E. Reports of officers and employees;
- F. Reports of committees;
- G. Unfinished business;
- H. Original resolutions and new business;
- I. Adjournment.

Section 9. Annual Statement: The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and condition of the corporation, including a report of the operating expenses of the corporation and the assessments paid by each member.

### ARTICLE III. OFFICERS

Section 1. Executive Officers: The executive officers of the corporation shall be a President, Vice President, Treasurer and Secretary, all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. The President shall be a director, ex officio, unless elected by the Board. If the Board so determines, there may be more than one Vice President.

Section 2. Subordinate Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors, and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer.

#### Section 4. The President:

A. If present, the President shall be Chairman of and shall preside at all meetings of the members and directors; he shall have general and active management of the business of the corporation except that which is delegated; shall see that all orders and resolutions of the Board are carried into effect; and shall execute bonds, mortgages, and other contracts requiring a seal of the corporation. The seal, when affixed, shall be attested by the Secretary of the corporation.

B. He shall have general superintendence and direction of all the other officers of the corporation, and shall see that their duties are properly performed.

C. He shall submit a report of the operations of the corporation for the fiscal year to the directors (whenever called for by them) and to the members at the annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the corporation may require be brought to their notice.

D. He shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice President: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Directors.

#### Section 6. The Secretary:

A. The Secretary shall keep the minutes of meetings of the members and of the Board of Directors in one or more books provided for that purpose.

B. He shall see that all notices are fully given in accordance with the provisions of these By-Laws or as required by law.

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the post office address of each member, which shall be furnished to the Secretary by such member.

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

#### Section 7. The Treasurer:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation.

C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 8. Vacancies: If the office of any Director, or of the President, Vice President, Secretary or Treasurer, one or more, become vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term. If the number of Directors falls below the minimum provided for by these By-Laws, a special members' meeting shall be called for the purpose of filling such vacancies in the Board of Directors.

Section 9. Resignation: Any Director or other officer may resign his office at any time, in writing, which shall take effect from the time of its receipt by the corporation, unless some other 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 IV. MEMBERSHIP

Section 1. Definition: Each parcel or unit ownershall be a member of the corporation and membership in the corporation shall be limited to owners of condominium parcels.

Section 2. Transfer of Membership and Ownership: Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel, and his undivided interest in the common elements of the condominium, and such transfer shall be subject to the procedures set forth in the Declaration. No transfer to a person or firm engaged in a business or profession competitive to that of an existing unit owner shall be made or shall be effective without prior written consent of any such existing unit owner. Exhibit 7 attached to the Declaration of Condominium is incorporated herein by reference.

ARTICLE V.  
MEETING OF MEMBERSHIP

Section 1. Place: All meetings of the corporate membership shall be held at the office of the corporation or such other place as may be stated in the notice.

Section 2. Annual Meeting:

A. The annual meeting of members shall be held at 8:00 p.m. on the last Monday in November in each year commencing in 1977 to elect directors and transact such business as properly comes before the meeting.

B. Regular annual meetings subsequent to 1977 shall be held on the last Monday in November in each year, if not a legal holiday, and if a legal holiday, then on the next secular day following.

C. All annual meetings shall be held at the hour of 8:00 p.m.

D. At the annual meeting, the members, by a plurality vote (cumulative voting prohibited) shall elect a Board of Directors, and transact such other business as may properly come before the meeting.

E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation, at least fourteen days prior to the meeting.

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, arranged alphabetically by suites with office of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the corporation, and shall be open to examination by any member throughout such time.

Section 4. Special Meetings:

A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President and shall be called by the President or Secretary at the request, in writing, of one-third (1/3) of the members. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of members, stating the time, place, and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least five days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum: Fifty-One percent (51%) of the total number of votes of the corporation, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business except as otherwise provided by Statute, by the Certificate of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the 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 called.

Section 6. Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Statutes or of the Certificate of Incorporation or of these By-Laws a different vote is required, in which case, such express provision shall govern and control the decision of such question.



Section 7. Right to Vote: All unit owners shall be entitled to the number of votes represented by the space each owns. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If more than one (1) person or a corporation own a unit, they shall file a Certificate with the Secretary naming the person authorized to cast votes for said unit. If same is not on file, the vote of such owner shall not be considered, nor shall the presence of said owners at a meeting be considered in determining whether the quorum requirement has been met. Corporations shall have the right to membership in the Association.

Section 8. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes or the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all members who would have been entitled to vote upon the action of such meeting, if such meeting were held, shall consent in writing to such action being taken.

Section 9. Order of Business: The order of business at annual members' meetings and as far as practical at other members' meetings, will be:

1. Election of Chairman;
2. Roll Call;
3. Proof of Notice of Meeting or Waiver of Notice;
4. Reading of Minutes of Prior Meeting;
5. Officers' Reports;
6. Committee Reports;
7. Elections;
8. Unfinished Business;
9. New Business;
10. Adjournment.

#### ARTICLE VI. NOTICES

Section 1. Definition: Whenever under the provisions of the Statutes or of the Certificate of Incorporation of these By-Laws, 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 mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the corporation.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the Statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address: The address for the notice of the corporation is 3000 University Drive, Coral Springs, Florida 33065.

#### ARTICLE VII. FINANCE

Section 1. Fiscal Year: The fiscal year shall be the calendar year.

Section 2. Checks: All checks or demands for money and notes of the corporation shall be signed by any one of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors by resolution may require more than one (1) signature.

Section 3. Determination of Assessments:

A. At its regular monthly meeting in December of each year, the Board of Directors shall adopt a budget for the ensuing twelve months to cover all items of common expense, with a copy of said proposed budget being furnished to each unit owner thirty days prior to the meeting at which the budget will be acted upon. Common expenses shall include payments on the Christine R. Lewis purchase money mortgage, expenses for the operation, maintenance, repair or replacement of the



common elements and the limited common elements, all charges for the rental by the Association of parking facilities, costs of carrying out the powers and duties of the corporation, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as common expense from time to time by the Board of Directors of the corporation. The Board of Directors is specifically empowered on behalf of the corporation to make and collect assessments; to maintain, repair and replace the common elements of the condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses provided in the Declaration. Said assessments shall be payable as provided in the Condominium Declaration. Special assessments, which should be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular assessments.

B. When the Board of Directors has determined the amount of any assessment, the Secretary-Treasurer of the corporation shall mail or present a statement of the assessment to each of the owners. All assessments shall be payable to the corporation, and upon request, the Secretary-Treasurer shall give a receipt for each payment made.

C. The Board of Directors may authorize the President to enter into a management contract with third parties to whom the power to levy and collect assessments and do other acts and things referred to herein or in the Declaration or Articles of Incorporation may be delegated.

D. Notwithstanding anything in these By-Laws or the Condominium Declaration which authorizes expenditures, no expenditure for the improvement of the common elements exceeding \$5,000.00 per annum shall be made without the approval of fifty-one (51%) percent of the membership votes, except for the repair of the condominium property due to casualty loss.

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the word "non-profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

#### ARTICLE VIII. HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the units located in the property and the conduct of all residents thereof.

- A. Unit owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such way as to be injurious to the reputation of the property.
- B. The use of the condominium parcels shall be consistent with existing law and the Condominium Declaration to which these By-Laws become a part.
- C. Common elements shall not be obstructed, littered, defaced, or misused in any manner.
- D. No structural changes or alterations shall be made in any unit without prior written consent of the Board of Directors and mortgagee holding a mortgage on said unit.
- E. The owner shall not cause or permit anything to be hung or displayed on the outside of windows, or placed on the outside of walls of a building and no sign, awning, shutter or antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without the prior written consent of the Condominium Association.
- F. Nothing shall be hung out or exposed on any part of the common elements.

- G. Common walks, park area and other common elements shall be kept free from rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced, or misused in any manner.
- H. No "For Sale" or "For Rent" signs or other window displays or advertising is permitted on any part of the condominium parcel, except that the person(s) submitting said property to condominium use and any mortgagee who may become the owner of a condominium parcel has such right to exhibit signs.

EXHIBIT IX.  
DEFAULT

In the event a unit owner does not pay any sums, charges, or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting for and on behalf or through its Board of Directors, may enforce its lien for assessments, or take such action to recover the sums, charges, assessments to which it is entitled to, in accordance with the Declaration and the statutes made and provided.

If the corporation becomes the owner of a unit by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale, all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including attorney 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 in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of subject unit.

In the event of violation of the provisions of the Declaration, corporate charter or By-Laws, as the same are or may hereafter be constituted, for thirty (30) days after notice from the Association to the unit owners to correct said breach or violation, the corporation, on its own behalf or by and through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, or may sue for damages, or take such other courses of action, or other legal remedy as it or they may deem appropriate.

In the event such legal action is brought against a unit owner and results in a judgment for the Plaintiff, the Defendant shall pay the Plaintiff's reasonable attorney's fees and court costs.

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 corporation and regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of units to give to the corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from the owners of units, and to preserve each unit owner's right to enjoy his unit, free from unreasonable restraint and nuisance.

ARTICLE X.  
JOINT OWNERSHIP

Membership may be held in the name of more than one owner. In the event ownership is in more than one person, all of the joint owners shall be entitled collectively to only one vote or ballot in the management of the affairs of the corporation, and the vote may not be divided between plural owners. If the owners are unable to agree upon their ballot upon any subject at any meeting they shall lose their right to vote on such subject; but, if all of said owners shall not be present at the meeting, either in person or by proxy, the one or ones so present shall cast the vote of all such owners.

ARTICLE XI.  
AMENDMENT

These By-Laws may only be altered, amended or added to at any duly called meeting of the members; provided (1) that the notice of the meeting shall contain a full statement of the proposed amendment; and (2) that the quorum requirement

for such purposes shall be a majority of the votes of all the then members, in person or by proxy. In addition, it shall be necessary that there be an affirmative vote of unit owners holding three-fourths (3/4) of the qualified votes of the members, as well as an affirmative vote of the Board of Directors, in order to amend the Declaration and By-Laws. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights and/or liabilities of any mortgagee.

ARTICLE XII.  
COMPUTATION OF VOTING RIGHTS

Voting rights have been computed on the approximate square footage that each unit bears to the whole. The designated lettered spaces shall be entitled to the number of votes indicated and shall run with the said space whenever conveyed, to-wit:

| Suite       | Present Owner                | Percentage of Sq. Footage (Rounded) | Votes (Rounded to Next Highest No.) |
|-------------|------------------------------|-------------------------------------|-------------------------------------|
| A & A-1     | Michael R. Spielvogel        | .113                                | 12                                  |
| B & C       | Laurel J. Ferris             | .149                                | 15                                  |
| D           | George R. Salisbury, III     | .044                                | 5                                   |
| E           | Leslie T. Ahrenholz          | .078                                | 8                                   |
| F           | Leslie T. Ahrenholz          | .047                                | 5                                   |
| G-H         | John B. Weiss                | .093                                | 10                                  |
| I           | Stephen Edelstein            | .047                                | 5                                   |
| J           | Spielvogel-Ahrenholz         | .048                                | 5                                   |
| K           | Kroll                        | .048                                | 10                                  |
| L           | Kroll                        | .048                                | 3                                   |
| M           | Kroll                        | .048                                | 3                                   |
| N           | Kroll                        | .048                                | 5                                   |
| O           | Spielvogel-Ahrenholz (Black) | .055                                | 6                                   |
| P           | " "                          | .039                                | 4                                   |
| Q-R         | " " (Katz)                   | .095                                | 10                                  |
| Total Votes |                              |                                     | 106                                 |

Should any space designated be divided subsequently, the number of votes attributable to such divided spaces shall not exceed the combined total above designated.

ARTICLE XIII.  
CONSTRUCTION

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

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as the By-Laws of BELLE TERRE CONDOMINIUM ASSOCIATION, INC., at the first meeting of its Board of Directors.

APPROVED:

Michael R. Spielvogel, PRESIDENT

Stephen Edelstein

Jeffrey J. Kroll

Laurel J. Ferris

Leslie T. Ahrenholz, SECRETARY

George R. Salisbury, III

John B. Weiss

DIRECTORS

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BELLE TERRE CONDOMINIUM

Following is a list of the respective units or suites showing the undivided fractional share which each unit shall own in the common elements of BELLE TERRE Condominium. Said undivided fractional share shall also constitute the respective unit obligation for payment of common expenses. Said undivided fractional share further constitutes the basis establishing the voting rights set forth in the By-Laws of BELLE TERRE CONDOMINIUM ASSOCIATION, INC.:

| Suite       | Present Owner                | Percentage of<br>Sq. Footage (Rounded) | Votes (Rounded to<br>Next Highest No.) |
|-------------|------------------------------|----------------------------------------|----------------------------------------|
| A & A 1     | Michael R. Spielvogel        | .113                                   | 12                                     |
| B           | Laurel J. Ferris             | .093                                   | 10                                     |
| C           | Laurel J. Ferris             | .057                                   | 6                                      |
| D           | George R. Salisbury, III     | .043                                   | 4                                      |
| E           | Leslie T. Ahrenholz          | .077                                   | 8                                      |
| F           | Leslie T. Ahrenholz          | .054                                   | 5                                      |
| G           | John B. Weiss                | .043                                   | 5                                      |
| H           | John B. Weiss                | .050                                   | 5                                      |
| I           | Stephen Edelstein            | .046                                   | 5                                      |
| J           | Spielvogel-Ahrenholz         | .046                                   | 5                                      |
| K           | Kroll                        | .081                                   | 9                                      |
| L           | Kroll                        | .023                                   | 2                                      |
| M           | Kroll                        | .037                                   | 4                                      |
| N           | Kroll                        | .051                                   | 5                                      |
| P           | Spielvogel-Ahrenholz (Black) | .055                                   | 6                                      |
| Q           | James A. Carelli             | .038                                   | 4                                      |
| R           | Neil Katz                    | .093                                   | 10                                     |
| Total Votes |                              |                                        | 106                                    |



# STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

## CERTIFICATE OF INCORPORATION

OF

BELLE TERRE CONDOMINIUM ASSOCIATION, INC.

filed in this office on the 18th day of March  
1977

Charter Number: 738277



GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
22nd day of March  
1977 .

A handwritten signature in cursive script, reading "Bruce A. Shattuck".

SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

BELLE TERRE CONDOMINIUM ASSOCIATION, INC.  
A Non-Profit Corporation

WE, the undersigned, for the purpose of forming a non-profit corporation, in accordance with the laws of the State of Florida, acknowledge and file these Articles of Incorporation in the office of the Secretary of the State of Florida.

ARTICLE I.

NAME

The name of this corporation shall be BELLE TERRE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall herein be referred to as the "Association."

ARTICLE II.

PURPOSES AND POWERS

The purposes for which this corporation is formed are as follows:

- A. To form an "Association" as defined in the Condominium Act of the Statutes of the State of Florida, and as such to establish and collect assessments from the unit owners and members for the purpose of operating, maintaining, repairing, improving, reconstructing and administering the condominium property, and to perform the acts and duties desirable for house management for the units and common elements in Belle Terre Condominium Association, Inc. located on:  
  
Lots 11 through 15, Block F, and Lots 39 and 40,  
Block A, all in CORAL SPRINGS UNIVERSITY DRIVE  
SUBDIVISION, as same is recorded in Plat Book 60,  
Page 42 of the Public Records of Broward County,  
Florida.
- B. To carry out the duties and obligations and receive the benefits given the Association by the Declaration of Condominium of Belle Terre Condominium Association, Inc.
- C. To establish By-Laws for the operation of the condominium property; to provide for the form of administration of the Association and rules and regulations for governing same; and to enforce the provisions of the Condominium Act, the Condominium Declaration, these Articles and the By-Laws of the Association.
- D. To contract for the management of the condominium and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.

To accomplish the foregoing purposes, the corporation shall have all of the common law and statutory corporate powers permitted under Florida law, including the capacity to contract, bring suit and be sued, and those provided by the "Condominium Act" of the State of Florida and the Condominium Declaration of Belle Terre Condominium Association, Inc. No part of the income of this corporation shall be distributed to the members, directors and officers of the corporation.

ARTICLE III.

MEMBERS

Section 1. All unit owners of a condominium parcel in Belle Terre shall automatically be members and their memberships shall automatically terminate when they are no longer owners of a unit. If a member should sell his unit under the provisions of the Declaration, the grantee from such member shall

automatically acquire membership in the Association. Membership certificates are not required and will not be issued.

Section 2. Subject to Art. V, Sec. 7 of the By-Laws, unit owners may vote in all meetings, elections or deliberations of the Association. A corporation or individual with an interest in more than one unit may be designated the voting member for each unit in which it or he owns an interest.

Section 3. 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.

#### ARTICLE IV. EXISTENCE.

This corporation shall have perpetual existence.

#### ARTICLE V. SUBSCRIBERS

The names and addresses of the subscribers in the corporation are the same as the names and addresses in Article VIII.

LESLIE T. AHRENHOLZ is herein designated as Resident Agent and Registered Agent of the corporation in accordance with the laws so made and provided.

#### ARTICLE VI. DIRECTORS

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than (3) nor more than (7). The first Board of Directors shall have (7) members, and in the future, the number will be determined from time to time in accordance with the provisions of the By-Laws of the corporation.

Section 2. Directors shall be elected by the voting members in accordance with the By-Laws at the regular annual meeting of the membership of the corporation, in the manner set out by the By-Laws. Directors shall be elected to serve for a term of one (1) year. In the event of a vacancy, the elected directors may appoint an additional director to serve the balance of said year. The directors herein named shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

Section 3. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors as established by the By-Laws, to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the membership, a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable, consistent with the corporate By-Laws. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director.

#### ARTICLE VII. OFFICERS

Subject to the direction of the Board, the affairs of the Association shall be administered by the officers designated in the By-Laws, who shall serve at the pleasure of said Board of Directors. The names and addresses of the officers who shall serve until the first election following the first annual meeting of the Board of Directors are as follows:

|                       |                                                                       |
|-----------------------|-----------------------------------------------------------------------|
| MICHAEL R. SPIELVOGEL | 3000 University Drive, Coral Springs, Fla. -<br>President - Treasurer |
| LESLIE T. AHRENHOLZ   | 3000 University Drive, Coral Springs, Fla. -<br>Secretary             |
| LAUREL J. FERRIS      | 3000 University Drive, Coral Springs, Fla. -<br>Vice President        |
| JEFFREY J. KROLL      | 3000 University Drive, Coral Springs, Fla. -<br>Vice President        |

ARTICLE VIII.  
FIRST BOARD OF DIRECTORS AND SUBSCRIBERS

The following persons shall constitute the first Board of Directors and subscribers and shall hold office and serve until their successors are elected at the first regular annual meeting of the members, subject to the provisions for continued directoral service as contained in Article VI:

|                          |                                            |
|--------------------------|--------------------------------------------|
| MICHAEL R. SPIELVOGEL    | 3000 University Drive, Coral Springs, Fla. |
| LESLIE T. AHRENHOLZ      | 3000 University Drive, Coral Springs, Fla. |
| LAUREL J. FERRIS         | 3000 University Drive, Coral Springs, Fla. |
| GEORGE R. SALISBURY, III | 3000 University Drive, Coral Springs, Fla. |
| JOHN B. WEISS            | 3000 University Drive, Coral Springs, Fla. |
| STEPHEN EDELSTEIN        | 3000 University Drive, Coral Springs, Fla. |
| JEFFREY J. KROLL         | 3000 University Drive, Coral Springs, Fla. |

ARTICLE IX.  
BY-LAWS

The By-Laws of this corporation shall be adopted by the first Board of Directors and attached to the Condominium Declaration to be filed in the Public Records of Broward County, Florida, which By-Laws may be altered, amended or rescinded at any duly called meeting of the members in the manner provided by the By-Laws.

ARTICLE X.  
AMENDMENTS

Section 1. Proposals for the alteration, amendment or rescission of these Articles of Incorporation which do not conflict with the Condominium Act or Declaration of Condominium may be made by a majority of the Board of Directors or a majority of the voting members. Such proposals shall set forth the proposed alteration, amendment or rescission, shall be in writing, filed by the Board of Directors or a majority of members, and delivered to the President, who shall thereupon call a Special Meeting of the corporation not less than ten (10) days nor later than sixty (60) days from receipt of the proposed amendment, the Notice for which shall be given in the manner provided in the By-Laws. An affirmative vote of 75% of the Board of Directors and an affirmative vote of 75% of all qualified votes of members of the corporation shall be required for the requested alteration, amendment or rescission.

Section 2. Any voting member may waive any or all of the requirements of this Article as to notice by the Secretary or proposals to the President for alteration, amendment or rescission of these Articles, either 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.

ARTICLE XI.  
INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement thereof, 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 Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Coral Springs, Florida, this 4th day of March, 1977.

Signed, sealed and delivered  
in the presence of:

Cynthia M. Meili  
C. Leonard

MICHAEL R. SPIELVOGEL  
LESLIE T. AHRENHOLZ



Laurel J. Ferris  
George R. Salisbury, III  
John B. Weiss  
Stephen Edelstein  
Jeffrey J. Kroll

Laurel J. Ferris  
George R. Salisbury, III  
John B. Weiss  
Stephen Edelstein  
Jeffrey J. Kroll

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS.

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, MICHAEL R. SPIELVOGEL, LESLIE T. AHRENHOLZ, LAUREL J. FERRIS, GEORGE R. SALISBURY, III, JOHN B. WEISS, STEPHEN EDELSTEIN and JEFFREY J. KROLL, to me well known to be the persons who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same freely and voluntarily for the purposes herein expressed.

WITNESS my hand and official seal at Coral Springs, Florida, this 4th day of March, 1977.

Casimira Howard  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES MAY 1, 1980  
BONDED THRU GENERAL INS. UNDERWRITERS

RESIDENT AGENT ACKNOWLEDGMENT

Having been named to accept service of process for the above named corporation, at the place designated in this Certificate, I hereby accept and agree to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.

Leslie T. Ahrenholz  
LESLIE T. AHRENHOLZ

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS.

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, MICHAEL R. SPIELVOGEL, LESLIE T. AHRENHOLZ and LAUREL J. FERRIS, to me well known to be the subscribers who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same freely and voluntarily for the purposes herein expressed.

WITNESS my hand and official seal at Coral Springs, Florida, this 4th day of March, 1977.

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Dec. 16, 1977  
Bonded by American Fire & Casualty Co.

Casimira Howard  
Notary Public

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DEVELOPMENT AND  
MANAGEMENT AGREEMENT

AGREEMENT made this 10th day of March, 1977, between BELLE TERRE CONDOMINIUM ASSOCIATION, INC., for BELLE TERRE, a Condominium, hereinafter called the "Association," and MICHAEL R. SPIELVOGEL, or corporate assign of which he is the principal stockholder, "Agent."

WITNESSETH:

In consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto mutually agree as follows:

FIRST: (a) The Association hereby appoints the Agent, and the Agent hereby accepts appointment, on the terms and conditions hereinafter provided, as exclusive managing agent of the condominium known as BELLE TERRE Condominium located in the County of Broward, State of Florida, and consisting of 19 units.

(b) The Agent fully understands that the function of the Association is the operation and management of the Condominium; and the Agent agrees, notwithstanding the authority given to the Agent in this agreement, to confer fully and freely with the Directors of the Association in the performance of its duties as herein set forth and to attend membership or Director's meetings at any time or times requested by the Association. It is further understood and agreed that the authority and duties conferred upon the Agent hereunder are confined to the common areas and facilities and the restricted common areas and facilities as defined in the Declaration of Condominium. Such authority and duties do not and shall not include supervision or management of individual units except as directed by the Association, and accepted by the Agent.

SECOND: Under the personal direct supervision of one of its principals, the Agent shall render services and perform duties as follows:

(a) On the basis of an operating schedule, job standards and wage rates previously approved by the Association on the recommendations of the agent, investigate, hire, pay, supervise, and discharge the personnel necessary to be employed in order to properly maintain and operate the Condominium. Such personnel shall in every instance be in the Association's and not in the Agent's employ. Compensation for services of such employees shall be considered an operating expense of the Condominium.

(b) Immediately ascertain the general condition of the property, and if the accommodations there afforded have yet to be occupied for the first time, establish liaison with the general contractor to facilitate the completion by him of such corrective work, if any, as is yet to be done; also, cause an inventory to be taken of all furniture, office equipment, maintenance tools and supplies, including a determination as to the amount of fuel on hand, if any.

(c) Coordinate the plans of owners of individual units in the condominiums, hereinafter referred to as "Members" for moving their personal effects into the condominium or out of it, with a view towards scheduling such movements so that there shall be a minimum of inconvenience to other members.

(d) Maintain businesslike relations with members whose service requests shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each. Complaints of a serious nature shall, after thorough investigation, be reported to the Association with appropriate recommendations. As part of a continuing program, secure full performance by the members of all items and maintenance for which they are responsible.

(e) As provided under the By-Laws and in accordance with the provisions reflected in the Declaration of Condominium, collect all assessments due from members, and from users or lessees of other facilities in the Condominium; also, all sums due from concessionaires in consequence of the authorized operation of facilities in the Condominium maintained primarily for the benefit of the members. The Association hereby authorizes the Agent to request, demand, collect, receive and receipt for any and all charges or rents which may at any time be or become due to the Association and to take such action in the name of the Association by way of legal process or otherwise as may be required for the collection of delinquent assessments. As a standard practice, the Agent shall furnish the Association with an itemized list of all delinquent accounts immediately following the tenth day of each quarter.

(f) Cause the buildings, appurtenances and grounds of the Condominium to be maintained according to standards acceptable to the Association, subject to any limitations imposed by the Association in addition to those contained herein. For any one item of repair or replacement the expense incurred shall not exceed the sum of \$500.00 unless specifically authorized by the Association; excepting, however, that emergency repairs, involving manifest danger to life or property, or immediately necessary for the preservation and safety of the property, or for the safety of the members, or required to avoid the suspension of any necessary service to the Condominium, may be made by the Agent irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, it is understood and agreed that the Agent will, if at all possible, confer immediately with the Association regarding every such expenditure. The Agent shall not incur liabilities (direct or contingent) which will at any time exceed the aggregate of \$1,000.00, or any liability maturing more than one year from the creation thereof, without first obtaining the approval of the Association.

(g) Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises placed thereon by any federal, state, county, or municipal authority having jurisdiction thereover, and orders of the Board of Fire Underwriters or other similar bodies, subject to the same limitation contained in Paragraph (f) of this Article in connection with the making of repairs and alterations. The Agent, however, shall not take any action under this Paragraph (g) so long as the Association is contesting, or has affirmed its intention to contest any such order or requirement. The Agent shall promptly and in no event later than 72 hours from the time of their receipt, notify the Association in writing of all such orders and notices of requirements.

(h) Subject to approval by the Association, make contracts for water, electricity, gas, fuel, oil, telephone, vermin extermination, and other necessary services, or such of them as the Association shall deem advisable. Also, place orders for such equipment, tools, appliances, materials and supplies as are necessary properly to maintain the Condominium. All such contracts and orders shall be made in the name of the Association and shall be subject to the limitations set forth in Paragraph (f) of this Article. When taking bids or issuing purchase orders, the Agent shall act at all times under the direction of the Association, and shall be under a duty to secure for and credit to the latter any discounts, commissions, or rebates obtainable as a result of such purchases.

(i) When authorized by the Association in writing, cause to be placed and kept in force all forms of insurance needed adequately to protect the Association, its members, and mortgagees holding mortgages covering individual units, as their respective interests appear. All of the various types of insurance coverage required shall be placed with such companies, in such amounts, and with such beneficial interests appearing therein as shall be acceptable to the Association and to mortgagees holding mortgages covering individual units.



The Agent shall promptly investigate and make a full written report as to all accidents or claims for damage relating to the management, operation and maintenance of the Condominium, including any damage or destruction to the Condominium, the estimated cost of repair, and shall cooperate and make any and all reports required by any insurance company in connection therewith.

(j) From the funds collected and deposited in the Agent's Trust Account for the Association, cause to be disbursed regularly and punctually (1) salaries and any other compensation due and payable to the employees of the Association, and taxes payable, if any, and (2) sums otherwise due and payable by the Association as operating expenses authorized to be incurred under the terms of this Agreement, including the Agent's commission. After disbursement in the order herein specified, any balance remaining in the account may be disbursed or transferred from time to time to the Association's Savings Account, but only as specifically directed by the Association in writing.

(k) When necessary, work in conjunction with an accountant, prepare for executing and filing by the Association all forms, reports and returns required by law in connection with unemployment insurance, workmen's compensation insurance, disability benefits, social security, and other similar taxes now in effect or hereafter imposed, and also requirements relating to the employment of personnel.

(l) Maintain a comprehensive system of office records, books and accounts in a manner satisfactory to the Association, which records shall be subject to examination by their authorized agents at all reasonable hours. As a standard practice, the Agent shall render to the Association by not later than the 20th of each succeeding month a statement of receipts and disbursements as of the end of every month.

(m) On or about 60 days before the beginning of each new fiscal year, prepare with the assistance of an accountant, if need be, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the new fiscal year based upon the then current schedule of monthly assessments, and taking into account the general condition of the Condominium. Each such budget, together with a statement from the Agent outlining a plan of operation and justifying the estimates made in every important particular, shall be submitted to the Association in final draft at least 30 days prior to the commencement of the annual period for which it has been made, and following its adoption by the Association, copies of it shall be made available. The budget shall serve as a supporting document for the schedule of monthly assessments proposed for the new fiscal year. It shall also constitute a major control under which the Agent shall operate, and there shall be no substantial variances therefrom, except such as may be sanctioned by the Association. By this is meant that no expenses may be incurred or commitments made by the Agent in connection with the maintenance and operation of the Condominium in excess of the amounts allocated to the various classifications of expense in the approved budget without the prior consent of the Association, except that, if necessary because of an emergency or lack of sufficient time to obtain such prior consent, an overrun may be experienced, provided it is brought promptly to the attention of the Association in writing.

(n) The Agent shall be permitted to handle the renting of any member's suite, arranging for the execution of such leases or permits as may be required, providing no charge is made against the Association. The Agent shall be permitted to charge the member, if the Agent does so desire.

(o) It shall be the duty of the Agent at all times during the term of this Agreement to operate and maintain the Condominium according to the highest standards achievable consistent with the overall plan of the Association and the interests of the consenting party. The Agent shall see that all members are informed with respect to such rules, regulations and notices as may be promulgated by the Association from time to time. The Agent shall be expected to perform such other acts and deeds as are reasonable, necessary and proper in the discharge of its duties under this Agreement.

THIRD: Everything done by the Agent under the provisions of ARTICLE SECOND shall be done as Agent of the Association and all obligations or expenses incurred thereunder shall be for the account, on behalf, and at the expense of the Association.



FOURTH: The parties hereto acknowledge and agree that in addition to actual management duties to be performed by the Agent after completion of the condominium complex known as BELLE TERRE, a substantial portion of the consideration for entering into this Agreement with Agent has been prior and continuing services which Agent has performed, on a day-to-day basis, conceiving, arranging for financing, acquiring the land for, participating in the design of, participating in obtaining construction bids on, and actually overseeing and participating in the construction of the condominium complex, all to the direct benefit of and for the undersigned, which does and will result in each of the undersigned acquiring his respective space in the condominium complex for substantially less than the present market resale value of same. Agent's compensation for the management services to be performed by him, and which shall commence upon the issuance of a Certificate of Occupancy from the appropriate governmental authority to BELLE TERRE Condominium, shall consist of 15% of all sums authorized and expended by BELLE TERRE Condominium Association for maintenance and management each year. Agent's compensation shall be paid to him monthly.

FIFTH: The management portion of this agreement shall remain in force until June 30, 2002. Thereafter, this agreement shall automatically renew for an additional twenty-five years unless, on or before sixty days prior to the expiration hereof, either party shall notify the other in writing of its intention to terminate this agreement and, in which case, this agreement shall be thereby terminated.

SIXTH: As used in this Agreement;

(a) The term "assessments" shall mean those rates established by the Association which the members are bound to pay as their share of the common expenses under the Declaration of Condominium.

(b) The term "gross collections" shall mean all amounts actually collected by the Agent, either as assessments or as rents.

(c) The term "Association" as used herein shall mean an association, cooperative or corporation consisting of all the owners of individual units in the Condominium organized and existing under state law for the purpose of administering the Condominium established by the Declaration of Condominium.

SEVENTH:

(a) This Agreement is assignable by the Agent upon obtaining approval from the Association's Board of Directors. Such approval shall not be unreasonably withheld by the Association.

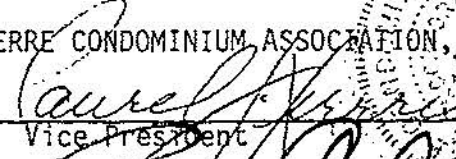
(b) The Association shall give to the Agent, within ten (10) days from the date the Agent fails to perform any required duty, written notice of what duties were not performed or performed improperly, and further, shall allow the Agent thirty (30) days in which to cure any default or perform such duty properly.

(c) This Agreement shall constitute the entire agreement between the contracting parties, and no variance or modification thereto shall be valid and enforceable, except by supplemental agreement, in writing, executed and approved in the same manner as this Agreement.

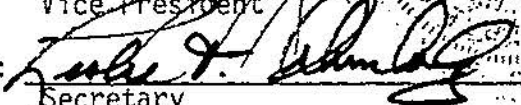
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Witnesses:

BELLE TERRE CONDOMINIUM ASSOCIATION, INC.

By: 

Vice President

Attest: 

Secretary

2167 PAGE 530

Witnesses:

As to Directors-Members

As to Agent

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS.

I HEREBY CERTIFY that on this day personally appeared before me the undersigned authority duly authorized to administer oaths and take acknowledgments, LAUREL J. FERRIS and LESLIE T. AHRENHOLZ, Vice President and Secretary respectively, and LESLIE T. AHRENHOLZ, GEORGE R. SALISBURY, III, JOHN B. WEISS, STEPHEN EDELSTEIN, JEFFREY J. KROLL and LAUREL J. FERRIS as Directors-Members of BELLE TERRE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me that they executed the foregoing Agreement as such officers and Directors-Members, as the act and deed of said corporation, for the uses and purposes therein expressed.

WITNESS my hand and official seal at Coral Springs, Broward County, Florida, this 18<sup>th</sup> day of February, 1977.  
*March*

*Cynthia M. M.*  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 23 1980  
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA ) SS.  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day personally appeared before me the undersigned authority duly authorized to administer oaths and take acknowledgments, MICHAEL R. SPIELVOGEL, the Agent referred to in the foregoing Development and Management Agreement, and he acknowledged before me that he executed the foregoing agreement for the uses and purposes therein expressed.

WITNESS my hand and official seal at Coral Springs, Broward County, Florida, this 18<sup>th</sup> day of February, 1977.  
*March*

*Cynthia M. M.*  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 23 1980  
BONDED THRU GENERAL INS. UNDERWRITERS

*Leslie T. Ahrenholz*  
LESLIE T. AHRENHOLZ Director-Member

*George R. Salisbury, III*  
GEORGE R. SALISBURY, III Director-Member

*John B. Weiss*  
JOHN B. WEISS Director-Member

*Stephen Edelstein*  
STEPHEN EDELSTEIN Director-Member

*Jeffrey J. Kroll*  
JEFFREY J. KROLL Director-Member

*Laurel J. Ferris*  
LAUREL J. FERRIS Director-Member

*Michael R. Spielvogel*  
MICHAEL R. SPIELVOGEL AGENT

ESTIMATED  
BELLE TERRE BUDGET

|                                          | <u>ANNUAL</u> |                    |
|------------------------------------------|---------------|--------------------|
| Taxes                                    | \$2,000.00    |                    |
| One full time maintenance man (20 hours) | 5,000.00      |                    |
| Water purifier / well system             | 600.00        |                    |
| Water                                    | 240.00        |                    |
| Telephone                                | 240.00        |                    |
| Elevator maintenance                     | 420.00        |                    |
| Insurance                                | 2,400.00      |                    |
| Electric                                 | 2,400.00      |                    |
| Supplies, stationary, stamps, etc.       | 600.00        |                    |
| Accounting                               | 360.00        |                    |
| Legal retainers, etc.                    | 1,200.00      |                    |
| Landscaping maintenance, etc.            | 3,600.00      |                    |
| Pool maintenance 1 x per/mo.             | 600.00        |                    |
| Garbage removal                          | 1,200.00      |                    |
| Parking lot maintenance 4 x per/yr.      | <u>400.00</u> |                    |
| <br>TOTAL:                               |               | \$21,260.00        |
| 10% Contingencies                        |               | <u>2,126.00</u>    |
| <br>Management fee                       |               | \$23,386.00        |
|                                          |               | <u>3,507.90</u>    |
|                                          |               | <u>\$26,893.90</u> |

BELLE TERRE CONDOMINIUM  
MUTUAL EXCLUSIVITY AGREEMENT

The members of the Joint Venture known as BELLE TERRE GROUP, owners and developers of BELLE TERRE CONDOMINIUM, the Declaration to which this Exhibit attaches, together with those others who have purchased or committed to purchase office suites in said condominium, all of whose signatures appear below, for their mutual and respective benefit, in order to protect and maintain their business and professional interests as well as the value of their units, do hereby mutually acknowledge and agree for themselves, heirs, successors and assigns, that the exclusive use rights of the professions, professional specialties and businesses hereinafter listed, are reserved to the unit(s) and individual(s) set forth, to-wit:

|         |                          |                                                                                                                                                               |
|---------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A & A 1 | Michael R. Spielvogel    | Real Estate Brokerage, Mortgage Brokerage, Insurance, Business Consultant, C.P.A. (Accounting Firm), Law Offices, Engineering Services, Development Services. |
| B       | Laurel J. Ferris         | Veterinary Medicine - All phases                                                                                                                              |
| C       | Laurel J. Ferris         | Open                                                                                                                                                          |
| D       | George R. Salisbury, III | Construction - All phases                                                                                                                                     |
| E       | Leslie T. Ahrenholz      | Law Offices, Real Estate Brokerage, Mortgage Brokerage, Insurance, Business Consultant, C.P.A. (Accounting Firm)                                              |
| F       | Leslie T. Ahrenholz      | Open                                                                                                                                                          |
| G       | John B. Weiss            | Open                                                                                                                                                          |
| H       | John B. Weiss            | Insurance                                                                                                                                                     |
| I       | Stephen Edelstein (Rhem) | Medicine - Podiatry                                                                                                                                           |
| J       | Spielvogel/Ahrenholz     | Open                                                                                                                                                          |
| K       | Jeffrey J. Kroll         | Medicine - Dermatology                                                                                                                                        |
| L<br>M  | Jeffrey J. Kroll         | Apothecary - (Pharmacy)                                                                                                                                       |
| N       | Jeffrey J. Kroll (Day)   | Medicine - Pediatrics                                                                                                                                         |
| P       | Eugene Black             | General Dentistry, Pedodontistry; Prosthodontics                                                                                                              |
| Q       | James A. Carelli         | Orthodontist                                                                                                                                                  |
| R       | Neil Katz                | Medicine - Family                                                                                                                                             |

The space or units for which no designation has been made shall nevertheless be restricted as to uses already specified for other units. Subsequent designations for "open" units shall enjoy the same rights of exclusivity as other units.



The owner of a space with a designated use may waive or modify the right of exclusivity by written notice to the Board of Directors of the Condominium Association.

The owner of a space may substitute the designation reserved so long as such substituted designation is not in conflict with the protected designation of another space.

Any dispute concerning interpretation of the contents of this Exhibit shall be resolved by a majority vote of the Board of Directors of the Condominium Association called for that purpose and should any Board member be the owner of a unit involved in the dispute, such member shall not participate in the decision-making process but may be present to present reasons supporting his or her position. The decision of the majority of the Board voting on the matter shall be binding on all affected parties.

The provisions of this Exhibit are incorporated by reference in the Declaration of Condominium, the Articles of Incorporation and the By-Laws of the Association and in any voluntary instrument conveying an interest in any unit of the condominium.

Specifically excluded from the provisions hereof are any purchaser from any presently existing mortgagee of the condominium complex or any purchaser from an institutional first mortgagee who subsequently grants a mortgage to an owner of a unit which later goes into default.

IN WITNESS WHEREOF, WE HAVE HEREUNTO set our hands and seals this 18<sup>th</sup> day of March, 1977.

*[Handwritten signatures on the left side of the page, including names like "John B. Weiss" and "Stephen Edelstein"]*

*[Handwritten signatures on the right side of the page, including names like "Michael B. Vogel", "Leslie T. Ahrenholz", "George R. Salisbury, III", "John B. Weiss", "Stephen Edelstein", "Jeffrey J. Kroll", and "Laurel J. Ferris"]*

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR

OFF. REC. 7467 PAGE 534

77-278752

THIS INSTRUMENT PREPARED BY  
LESLIE T. AHRENHOLZ, ESQ.  
1000 UNIVERSITY DRIVE SUITE E  
CORAL SPRINGS, FLORIDA 33065

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

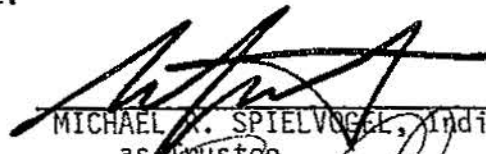
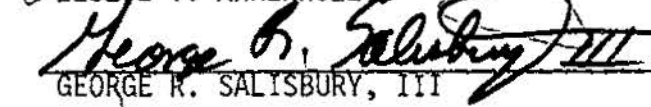
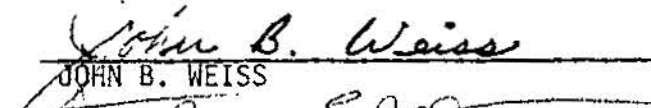
BELLE TERRE, A CONDOMINIUM

As recorded in O.R. Book 7167, Page 487, Public Records of Broward County, Florida

The Declaration of BELLE TERRE Condominium is hereby amended to provide this additional covenant, to-wit:

In case of any emergency originating in or threatening any individual unit or suite, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association or any other person authorized by it, or the Building Superintendent, or Managing Agent, shall have the right to enter such private unit or suite for the purpose of abating or curing the cause of such emergency and such right of entry shall be immediate. If the individual unit or suite owner is not available to provide entry to the threatened suite or suites, such reasonable force as may be necessary to gain access may be used and any costs incurred to repair damage arising incident to such forceable entry shall be a common expense of the Association. This provision is deemed necessary because provisions in the Declaration of Condominium intentionally refrain from a requirement that each suite owner deposit a key to his or her suite with the Condominium Association. The Association has deemed it appropriate not to require deposit of a key to each unit or suite with it because of the potential presence of sensitive or contraband material in the various professional offices of the owners and/or occupants of the condominium complex.

This amendment is adopted this 31st day of October, 1977 by unanimous approval and execution hereof by each and every suite owner, and when so executed by each and every suite owner, shall constitute a Special Meeting of the Association called for that purpose.

  
MICHAEL R. SPIELVOGEL, Individually and  
as Trustee  
  
LESLIE T. AHRENHOLZ  
  
GEORGE R. SALISBURY, III  
  
JOHN B. WEISS  
  
STEPHEN EDELSTEIN

77 DEC 9 PM 4:42

REC. 7328 PAGE 86

702

Jeffrey J. Kroll  
JEFFREY J. KROLL

Laurel J. Ferris  
LAUREL J. FERRIS

Neil Kaff  
NEIL KAFF

Eugene Black  
EUGENE BLACK

James A. Carelli  
JAMES A. CARELLI

Aaron Boorstein  
AARON BOORSTEIN

I HEREBY CERTIFY that the foregoing is a true and accurate Resolution of Amendment to the Declaration of Condominium of BELLE TERRE, a Condominium, at a Special Meeting of BELLE TERRE CONDOMINIUM ASSOCIATION, INC. called for that purpose on October 31, 1977.

Leslie T. Ahrenholz  
LESLIE T. AHRENHOLZ, Secretary

STATE OF FLORIDA }  
COUNTY OF BROWARD } SS.

BEFORE ME the undersigned authority, personally appeared LESLIE T. AHRENHOLZ as Secretary of BELLE TERRE CONDOMINIUM ASSOCIATION, INC. and he acknowledged the execution of the foregoing for the purposes expressed therein.

SWORN TO AND SUBSCRIBED before me this 31st day of October, 1977.

Casimir Leonard  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Dec. 16, 1977  
Bonded By American Fire & Casualty Co.

RECORDED IN THE OFFICIAL RECORDS OF  
OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR

REF. 7328 PAGE 87

79- 59244

Return To: Patrick N. Brown, Esq.  
P. O. Box 5648  
Ft. Laud., Fla. 33310AMENDMENT TO DECLARATION OF CONDOMINIUMOF  
BELLE TERRE

Pursuant to Paragraph VIII of the Declaration of Condominium of BELLE TERRE, together with Article XI, Sections (1) and (2), of the By-Laws of BELLE TERRE CONDOMINIUM ASSOCIATION, INC., the undersigned, representing 75 of the membership of the Board of Directors and 75 of all qualified votes of members of BELLE TERRE CONDOMINIUM ASSOCIATION, INC., having waived notice requirements as otherwise require, do hereby join in this Amendment to the Declaration of Condominium and declare same to be amended in the manner following:

1. Paragraph II (B) (4) Condominium parcels; appurtenances; possession and enjoyment, is hereby amended to read as follows:

(4) As to Suites A and E respectively and exclusively, the garage areas identified on Exhibit 2 (Building 2).

The foregoing eliminates Suite B and substitutes Suite A as having a garage area appurtenant thereto.

2. Exhibit I to the Declaration of Condominium which provides for the fractional shares and votes attributable to each unit is hereby amended in the manner following:

Suite A and A 1 shall now contain the percentage of sq. footage (Rounded) of .123 instead of .113. The number of votes to which Suites A & A 1 shall now be entitled is 13 instead of the previous 12.

Suite B is amended to provide that the percentage of sq. footage (Rounded) is reduced from .093 to .083 and the number of votes which Suite B shall be entitled is reduced from 10 to 9.

3. Exhibit 2, Building 2 to the Declaration of Condominium is hereby amended to show that the garage area of 258.34 sq. ft. shown as an appurtenance to Suite B shall now be shown as an appurtenance to Suite A.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 16

DAY OF February, 1979.

NOTARY PUBLIC  
GLAHAM W. WATT  
JANUARY 1, 1978

NEIL M. KATZ, M. D.

AARON BOORSTEIN, M. D.

MICHAEL R. SPIELVOGEL

JEFFREY J. KROLL, M. D.

SWORN TO AND SUBSCRIBED before me  
this 16 day of February, 1979.

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Oct. 18, 1982  
Notary By Appointment: Leo & Carolyn Company

REC-8060 MAR 28 1979

42



AMENDMENT TO DECLARATION OF CONDOMINIUM

OF BELLE TERRE, A CONDOMINIUM AS  
RECORDED IN O.R. BOOK 7167, PAGE 487,  
PUBLIC RECORDS OF BROWARD COUNTY, FLA.

Pursuant to Paragraph VIII of the Declaration of Condominium of BELLE TERRE, together with Article XI, Sections (1) and (2), of the By-Laws of BELLE TERRE CONDOMINIUM ASSOCIATION, INC., the undersigned, representing 75% of the membership of the Board of Directors and 75% of all qualified votes of members of BELLE TERRE CONDOMINIUM ASSOCIATION, INC., having waived notice requirements as otherwise require, do hereby join in this Amendment to the Declaration of Condominium and declare same to be amended in the manner following:

1. Paragraph II (B) (4) Condominium parcels; appurtenances; possession and enjoyment, is hereby amended to read as follows:

(4) As to Suites A and E respectively and exclusively, the garage areas identified on Exhibit 2 (Building 2).

The foregoing eliminates Suite B and substitutes Suite A as having a garage area appurtenant thereto.

2. Exhibit 1 to the Declaration of Condominium which provides for the fractional shares and votes attributable to each unit is hereby amended in the manner following:

Suite A and A 1 shall now contain the percentage of sq. footage (Rounded) of .123 instead of .113. The number of votes to which Suites A & A 1 shall now be entitled is 13 instead of the previous 12.

Suite B is amended to provide that the percentage of sq. footage (Rounded) is reduced from .093 to .083 and the number of votes which Suite B shall be entitled is reduced from 10 to 9.

3. Exhibit 2, Building 2 to the Declaration of Condominium is hereby amended to show that the garage area of 258.34 sq. ft. shown as an appurtenance to Suite B shall now be shown as an appurtenance to Suite A.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 20th

DAY OF April, 1979.

STEVEN FINE, P.A.

Attorney at Law

3890 W. COMMERCIAL BLVD.  
FT. LAUDERDALE, FLA. 33309

Return to



MICHAEL R. SPIELVOGEL

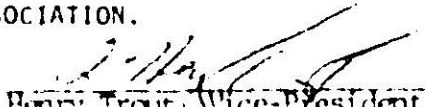
APRIL M. KATZ, M. D.

SWORN TO AND SUBSCRIBED before me

CONSENT TO AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF BELLE TERRE

The undersigned, being the holder of mortgages on Suites A and B, BELLE TERRE Condominium, do hereby consent and agree to the foregoing Amendment.

HOLLYWOOD FEDERAL SAVINGS AND LOAN  
ASSOCIATION.

By: 

I. Henry Trout, Vice-President

4872

4873

4874

4875

4876

SUITE C  
219.90 SQ. FT.

SUITE D  
187.90 SQ. FT.

SUITE E  
187.90 SQ. FT.

SECOND FLOOR PLAN

SUITE D  
187.90 SQ. FT.

SUITE B  
219.90 SQ. FT.

SUITE E  
187.90 SQ. FT.

FIRST FLOOR PLAN

IN THESE CASES

THESE CASES ARE NOT TO BE USED FOR THE PURPOSES OF THE ACT OF 1970.

THESE CASES ARE NOT TO BE USED FOR THE PURPOSES OF THE ACT OF 1970.

DATE: AUGUST 1977  
SHEET 2 OF 3

EXHIBIT 2

BELLE TERRE  
CONDOMINIUM

BUILDING No. 2

DATE: AUGUST 1977  
SHEET 2 OF 3

according to the Declaration of Condominium as recorded in Official Records Book 7167, at Page 483 of the Public Records of Broward County, Florida, which Resolution was duly adopted by the requisite Vote of the Membership of the Association at a Meeting held on the 17th day of November, 1980, in accordance with the requirements of the BELLE TERRE DECLARATION OF CONDOMINIUM for its Amendment.

2. The adoption of the Resolution appears upon the Minutes of the above-mentioned Meetings and is unrevoked.

EXECUTED at Fort Lauderdale, Broward County, Florida, this 2nd day of December, 1980.

Cathy Hatoke  
Witness

Tina M. Burton  
Witness

BELLE TERRE CONDOMINIUM ASSOCIATION,  
INC.

By: [Signature]  
President

Attest: [Signature]  
Secretary

STATE OF FL )  
COUNTY OF BROWARD ) ss:

I HEREBY CERTIFY that on this 2nd day of December, 1980, before me personally appeared

[Signature] as President and [Signature]  
as Secretary of BELLE TERRE CONDOMINIUM ASSOCIATION, INC.

to me known to be the person described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of December, 1980.

[Signature]  
NOTARY PUBLIC

My Commission Expires: My Commission Expires

90 OCT 1 PM 2 03

9296 PAGE 532



R E S O L U T I O N

Add Article XXII, Paragraph "G", of the Declaration of Condominium of BELLE TERRE CONDOMINIUM:

G. The Association recognizes the specialty area of Dr. Neil Katz of Suite "R", for Internal Medicine and Family Practice. The Association agrees not to approve any transfers, leases, sales or rental to any person or entity, if such person or entity shall be involved directly or indirectly in the practice of Internal Medicine and/or Family Medicine, or field of medicine reasonably interpreted to be Internal Medicine or Family Medicine.

SIGNED this 2nd day of December, 1980.

Signed, sealed and delivered  
in the presence of:

Cathy Hatoke  
Witness

Tina M. Beutson  
Witness

BELLE TERRE CONDOMINIUM  
ASSOCIATION, INC.

By: [Signature]  
President

Attest: [Signature]  
Secretary

**J&L PROPERTY MANAGEMENT, INC.  
10191 W. SAMPLE RD. #203  
CORAL SPRINGS, FL 33065  
WWW.JLPROPERTYMGMT.COM**

**OFFICE (954) 753-7966      FAX (954) 753-1210  
EMAIL: Jim@jlpropertymgmt.com**

**Association:**

**BELLE TERRE CONDOMINIUM ASSOCIATION, INC.**

Veronica Cardona  
J & L Property Mgmt. Inc  
10191 W Sample Rd # 203  
Coral Springs, FL 33065

PREPARED BY:

James W. Earl, Esq.  
Glazer & Sachs, P.A.  
One Emerald Place  
3113 Stirling Road  
Suite 201  
Fort Lauderdale, FL 33312  
(954) 983-1112

**CERTIFICATE OF AMENDMENTS TO THE DECLARATION OF CONDOMINIUM  
FOR BELLE TERRE, A CONDOMINIUM, AND THE BYLAWS OF BELLE TERRE  
CONDOMINIUM ASSOCIATION, INC.**

The Declaration was originally recorded in official records book 7167 at page 487 of the public records of Broward County, Florida.

THE UNDERSIGNED, being the duly elected and President and Secretary of Belle Terre Condominium Association, Inc., a Florida corporation not for profit, do hereby certify that the undersigned have authority to act on behalf of the condominium association in accordance with Florida Statute 718 and the association's governing documents.

THEREFORE, the undersigned certify that the Association attaches hereto amendments to the condominium's declaration of condominium and the association's bylaws which were duly adopted and approved in accordance with the condominium's declaration and at a meeting where a quorum of unit owners were present on October 24, 2019.

WITNESS my signature hereto this 16 day of Nov 2020 in Broward County, Florida

Belle Terre Condominium Association, Inc.

By:

Nora Urquia  
Nora Urquia  
Position: President

James W. Earl  
Witness Sign

James W. Earl  
Witness Print

By:

Jeffrey Kroll  
Jeffrey Kroll  
Position: Secretary

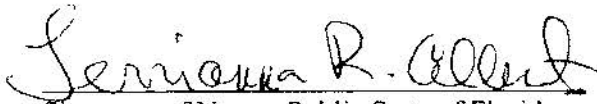
James W. Earl  
Witness Sign

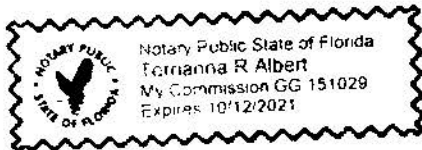
James W. Earl  
Witness Print:

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this 16 day  
of January 2020 by Nora Urquia, in her capacity as President and Jeffrey Kroll in his capacity  
as Secretary. Each are personally known to me or have produced  
proper ID as identification, and who did take an oath.

IN WITNESS WHEREOF, I have set my hand and seal in Broward County, Florida this 16 day  
of January 2020

  
Signature of Notary Public State of Florida



PREPARED BY:  
James W. Earl, Esq.  
Glazer & Sachs, P.A.  
One Emerald Place  
3113 Stirling Road  
Suite 201  
Fort Lauderdale, FL 33312  
(954) 983-1112

**CERTIFICATE OF AMENDMENTS TO THE DECLARATION OF CONDOMINIUM  
FOR BELLE TERRE, A CONDOMINIUM, AND THE BYLAWS OF BELLE TERRE  
CONDOMINIUM ASSOCIATION, INC.**

The Declaration was originally recorded in official records book 7167 at page 487 of the public records of Broward County, Florida.

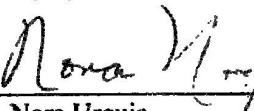
THE UNDERSIGNED, being the duly elected and President and Secretary of Belle Terre Condominium Association, Inc., a Florida corporation not for profit, do hereby certify that the undersigned have authority to act on behalf of the condominium association in accordance with Florida Statute 718 and the association's governing documents.

THEREFORE, the undersigned certify that the Association attaches hereto amendments to the condominium's declaration of condominium and the association's bylaws which were duly adopted and approved in accordance with the condominium's declaration and at a meeting where a quorum of unit owners were present on October 24, 2019.

WITNESS my signature hereto this 10 day of Jan 2020 in Broward County, Florida

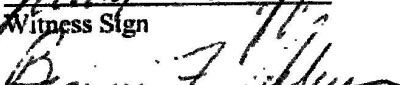
Belle Terre Condominium Association, Inc.

By:



Nora Urquia  
Position: President

  
Witness Sign

  
Witness Print

By:



Jeffrey Kroll  
Position: Secretary

  
Witness Sign

  
Witness Print:

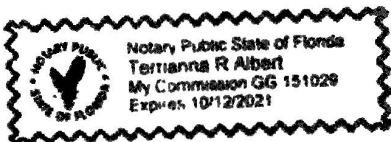


STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this 16 day  
of Jan 2020 by Nora Urquia, in her capacity as President and Jeffrey Kroll in his capacity  
as Secretary. Each are personally known to me or have produced  
Identification as identification, and who did take an oath

IN WITNESS WHEREOF, I have set my hand and seal in Broward County, Florida this 16 day  
of January 2020

Terrianna R. Albert  
Signature of Notary Public State of Florida



**PROPOSED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM FOR BELLE TERRE, A  
CONDOMINIUM, AND THE BYLAWS OF BELLE TERRE CONDOMINIUM ASSOCIATION, INC.**

**PLEASE NOTE:**

The Declaration was originally recorded in official records book 7167 at page 487 of the public records of Broward County, Florida

Words to be added to the original text are underlined. Words to be deleted from the original text are ~~stricken thru~~.

**Declaration Article IV. Common Elements and Limited Common Elements.**

**(A) Common elements includes within its meaning the following items:**

- (1) The land on which the improvements are located and any other land included in the condominium property, whether or not contiguous.
- (2) All parts of the improvements which are not included within the unit.
- (3) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.
- (4) An easement of support in every portion of a unit which contributes to the support of a building.
- (5) Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.
- (6) The property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements.
- (7) The parking facilities provided for.
- (8) Elevator(s) and exterior stairways.

**(B) Car Parking Canopy**

The parking spaces located within the car canopy area as designated on Exhibit 2 of the Declaration shall constitute a limited common element with individual parking spaces reserved for the exclusive use of a unit to the exclusion of other units as follows:

| Unit | Space Number(s) | Unit Owner as of the Date of this Amendment |
|------|-----------------|---------------------------------------------|
| E    | 1, 3, 6         | 3000 Corporation                            |
| H    | 2               | Scauri M LLC                                |
| P    | 4               | Eugene and Linda Black                      |
| Q    | 5               | J.S.H. Holdings LLC                         |

Each parking space shall be appurtenant to the designated unit and shall not be separated therefrom and shall pass with title to the unit.

**Declaration Article XI. Maintenance; limitation upon improvement.**

**(A) The maintenance of the common elements, including the limited common element carport area described in exhibit 2 to the Declaration, shall be the responsibility of the Association.**

(B) There shall be no material alteration or substantial additions to the common elements or limited common elements, except in a manner provided herein.

(C) No unit owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

#### **Declaration Article XII. Common Expenses and Common Surplus.**

(A) Common expenses shall include expenses of the operation, maintenance, repair, or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expenses designated as common expense by this Declaration and the By-Laws, and so long as same remains unpaid, that certain purchase money mortgage to Christine R. Lewis encumbering the condominium property. However, any expense related to operating, maintaining, repairing, replacing, removing or insuring the limited common element car canopy area shall be assessed to the units to which each space is appurtenant as follows:

| <u>Unit</u> | <u>Car Canopy Costs to be Assessed</u> |
|-------------|----------------------------------------|
| E           | 1/2                                    |
| H           | 1/6                                    |
| P           | 1/6                                    |
| Q           | 1/6                                    |

(B) Funds for the payment of common expenses shall be assessed against unit owners in the proportions or percentages of sharing common expenses provided in this Declaration.

(C) The common surplus shall be owned by unit owners in the shares provided in this Declaration.

#### **Bylaws Article VII Finance**

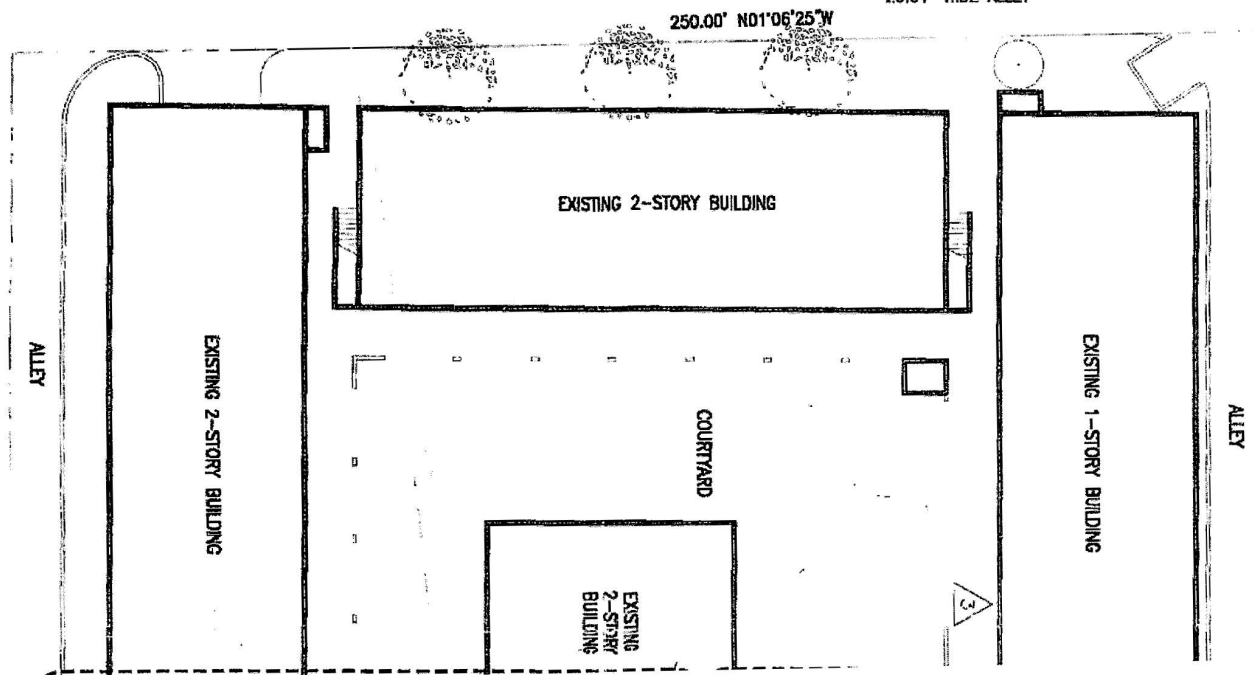
##### **Section 3. Determination of Assessments:**

A. At its regular monthly meeting in December of each year, the Board of Directors shall adopt a budget for the ensuing twelve months to cover all items of common expense, with a copy of said proposed budget being furnished to each unit owner thirty days prior to the meeting at which the budget will be acted upon. Common expenses shall include payments on the Christine R. Lewis purchase money mortgage, expenses for the operation, maintenance, or replacement of the common elements and the limited common elements, all charges for the rental by the Association of parking facilities, costs of carrying out the powers and duties of the corporation, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as common expense from time to time by the Board of Directors of the

corporation. However, the cost of maintaining, repairing, replacing or removing the car canopy area shall be at the expense of only the owners entitled to use the car canopy area and such costs shall be apportioned in accordance with the Declaration. The Board of Directors is specifically empowered on behalf of the corporation to make and collect assessments; to maintain, repair and replace the common elements of the condominium, Funds for the payment of common expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses provided in the Declaration. Said assessments shall be payable as provided in the Condominium Declaration. Special; assessments, which should be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular assessments.

**Exhibit 2 to the Declaration**

Exhibit 2 to the declaration will be amended in order to reference the car canopy as depicted in the attached drawing. The car canopy occupies the spaces numbered 1 through 6 on the attached drawing.





## DOCUMENT COVER PAGE

For those documents not providing the required 3 x 3 inch space on the first page, this cover page must be attached.

An additional recording fee for this page must be remitted.

(Space above this line reserved for recording office use)

**Document Title:** Certificate of Amendment to the Declaration  
(Mortgage, Deed, Etc.)

**Return Document To / Prepared By:**

Paul Kim, Esq.,

Glazer & Sachs, P.A.

3113 Stirling Rd., Ste. 201, Ft. Lauderdale, FL 33312

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND  
RESTRICTIONS OF BELLE TERRE CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED, being the duly elected and acting President of Belle Terre Condominium Association Inc., a Florida not for profit corporation, organized pursuant to F.S. §§ 617 and 718 et seq., for the purpose of managing and operating the affairs of Belle Terre Condominium Association, according to the Declaration of Covenants and Restrictions thereof, as recorded in Official Records Book 7167, Page 467, and as amended in the Official Records of Broward County, Florida hereby certifies that on 31 October, 2023, in accordance with the governing documents and F.S. 718 et. Seq. at a duly and properly noticed and called meeting of the members of the Association at which a quorum was present, and at which a vote of the membership at such meeting of the members present in person or by proxy approved in excess of that required by the pertinent provisions of the Declaration, approved and adopted the attached amendment to said Declaration which shall be incorporated as an official amendment to the Declaration.

RESOLVED, that the Declaration be and is hereby amended.

Witness my signature hereto this 31 day of October, 2023  
in Broward County, Florida

Witness Name: Jay Kowitz

Belle Terre Condominium Association, Inc.,  
A Florida Not-for-Profit Corporation

By: Nora Urquiza  
President: Nora Urquiza

Witness Name: Jeffrey Kowitz

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this \_\_\_\_ day by means of ☒ physical presence or ☐ online notarization, this 31<sup>st</sup> day of October 2023 by Nora Urquiza as President of Belle Terre Condominium Association, Inc., who \_\_\_\_ is personally known to me or \_\_\_\_ has produced \_\_\_\_ as identification, to be the person who executed the foregoing instrument by authority of and on behalf of Belle Terre Condominium Association, Inc. and who did take an oath.

Signature of Notary Public



Witness my signature hereto this 1<sup>st</sup> day of November, 2023  
in Broward County, Florida

[Signature]  
Witness Name: Doris Lee

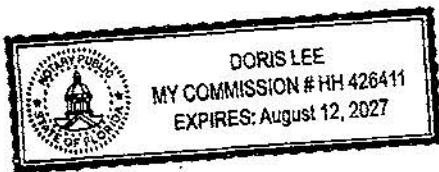
Belle Terre Condominium Association, Inc.,  
A Florida Not-for-Profit Corporation

By: [Signature]  
Attest Dr. Jeffrey Kroll (Secretary)

[Signature]  
Witness Name: Kelly C Hughes

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this 1<sup>st</sup> day by means of ☒ physical presence or ☐ online notarization, this 1<sup>st</sup> day of November, 2023 by Dr. Jeffrey Kroll as Secretary of Belle Terre Condominium Association, Inc., who        is personally known to me or        has produced FL DL as identification, to be the person who executed the foregoing instrument by authority of and on behalf of Belle Terre Condominium Association, Inc. and who did take an oath.



[Signature]  
Signature of Notary Public

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF  
BELLE TERRE, A CONDOMINIUM**

As used herein the following shall apply:

- a. Words in the text that are lined through (~~stricken-out~~) indicate deletions from the present text.
- b. Words in the text which are underlined shall indicate additions to the present text.

**SECTION XXIII of the Declaration of Condominium of Belle Terre is hereby amended as follows:**

In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

- (A) Promptly pay the assessments levied by the Association.
- (B) Maintain in good condition and repair his unit and all interior surfaces within or surrounding his suite (such as the surfaces of walls, ceilings, floors), whether or not a part of the suite or common elements, and maintain and repair the fixtures therein and pay for any utilities which may be separately metered to his unit.
- (C) Not use or permit the use of his unit for any purpose other than as a business use for himself or itself, employees, associates and business or social invitees and maintain his unit in a clean and sanitary manner.
- (D) Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit on the common elements, or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.
- (E) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him, do likewise.
- (F) Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building,
- (G) Allow the Board of Directors or the agents and employees of the Association or the management company to enter any unit for the purpose of the maintenance, inspection, repair, replacement of the improvements within the units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with this Condominium Declaration.

(H) Show no sign, advertisement or notice of any type on the common elements, show no sign, advertisement or notice on his unit unless the unit owner applies for and obtains prior written Board approval. The Board is authorized to approve signs or advertisements for each unit. The criteria for signage is as follows:

1. Only one window of any unit may be used for signage.
2. Only one business may have signage for each unit.
3. Signage is limited to a maximum of 20% of the area of the window, with signage to be placed in one quadrant of the window (not spread out)
4. Content of the signage is limited to name of the business, logo (only 1 allowed), business phone number, website, or "slogan" with a maximum of 6 words.
5. Maximum of three (3) colors in the sign lettering/logo.
6. Any signage desired by a business owner/tenant must be pre-approved by the Board, prior to installation.
7. No other signage is allowed on the premises, other than the existing walkway hang-down signs, monument signs, nameplate signs on business door and wall signs (suite A and B) that are allowed per the original condominium plans. In particular, no A-frame sign or any other type of sidewalk sign is allowed on the Belle Terre West premises at any time for any reason.

~~or his unit, and~~ And erect no exterior antennas and aerials except as provided in uniform regulations promulgated, except for first floor units.

- (I) Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the management company or the Association. Plumbing and electrical repairs within a unit shall be the financial obligation of the owners of the unit and paid for forthwith, whereas the corporation shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.
- (J) Return the "condominium parcel" for the purpose of ad valorem taxes to the respective taxing authorities have jurisdiction over them for separate assessment against his condominium parcel. For the purposes of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium unit" and in the "common elements" shall be considered as a unit. The values 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 in this Condominium Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.
- (K) Use no more parking spaces within the parking facility than the number originally assigned to the unit owner. The Developer has the right to allocate the initial assignment of parking spaces, but if it fails to exercise such right the Association may do so.



the By-Laws of BELLE TERRE CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, according to the Articles of Incorporation as recorded in Official Records Book 7167, at Page 512, of the Public Records of Broward County, Florida, which Resolution was duly adopted by the requisite Vote of the Membership of the Association at a Meeting held on the 17th day of November, 1980, in accordance with the requirements of the BELLE TERRE ASSOCIATION, INC., BY-LAWS for its Amendment.

2. The adoption of the Resolution appears upon the Minutes of the above-mentioned Meetings and is unrevoked.

EXECUTED at Fort Lauderdale, Broward County, Florida, this 2nd day of December, 1980.

Carly Hatcher  
Witness

Tina M. Burtson  
Witness

BELLE TERRE CONDOMINIUM ASSOCIATION,  
INC.

By: [Signature]  
President

Attest: [Signature]  
Secretary

STATE OF )  
COUNTY OF ) ss:

I HEREBY CERTIFY that on this 2nd day of December, 1980, before me personally appeared

[Signature] as President and [Signature]  
as Secretary of BELLE TERRE CONDOMINIUM ASSOCIATION, INC.

to me known to be the person described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of December, 1980.

[Signature]  
NOTARY PUBLIC

Notary Public, State of Florida  
Exp. 8-1-1984

My Commission Expires:

OFF 9296 REC 530

Amend Article II, Section 7, Paragraph "C" of the By-Laws of  
BELLE TERRE CONDOMINIUM ASSOCIATION, INC., so as to make that part  
read as follows:

C. A majority of the Board shall be necessary and sufficient  
at all meetings to constitute a quorum for the transaction of business  
and a majority present at any meeting at which there is a quorum shall  
be the act of the Board. However, a dissenting Board Member reserves  
the right to call a special meeting of all members to approve of the  
vote taken by the Board. The vote taken at such meeting shall be  
counted according to Article XII, herein. The dissenting Board Member  
must give oral notice of his intention to have a special meeting  
called, with written notice within 24 hours of such oral dissent. A  
special meeting must be scheduled as soon as possible according to  
the By-Laws of the Association.

If a quorum shall not be present at the meeting of the Board or  
Special Meeting, the directors then present may adjourn the meeting  
until the quorum is present.

SIGNED this 2nd day of December, 1980.

Signed, sealed and delivered  
in the presence of:

Cathy Haterke  
Witness

Tina M Butison  
Witness

BELLE TERRE CONDOMINIUM  
ASSOCIATION, INC.

By: [Signature]

President

Attest: [Signature]

Secretary

RECORDED IN THE OFFICE OF THE CLERK  
OF THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA  
GRAHAM & M. WHITE  
COUNTY CLERK

9296 531

79- 18356

City of Coral Springs  
City Clerk  
9551 West Sample Road  
Coral Springs, Fla. 33065

OFFSTREET PARKING AGREEMENT

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of December, 1978, by and between:

CITY OF CORAL SPRINGS, FLORIDA  
a municipal corporation  
(hereinafter referred to as "CITY")

And

BELLE TERRE CONDOMINIUM ASSOCIATION, INC.  
a Florida non-profit corporation  
(hereinafter referred to as "BELLE TERRE")

W I T N E S S E T H :

WHEREAS, BELLE TERRE owns the following described real property located within the municipal limits of the City of Coral Springs, which property is more fully described as follows:

Lots 11 through 15, inclusive, Block "F", all in CORAL SPRINGS UNIVERSITY DRIVE SUBDIVISION, according to the plat thereof, recorded in P.B. 60, P. 42, Public Records of Broward County, Florida,

and,

WHEREAS, BELLE TERRE desires to improve said real property in accordance with the requirements of the City's Zoning Code; and,

WHEREAS, BELLE TERRE desires to provide offstreet parking for said improved property, but acknowledges that space limitations might prevent said BELLE TERRE from providing the required offstreet parking for the proposed use of the property on the improved parcel of land intended to be served; and,

WHEREAS, BELLE TERRE has therefore requested, in accordance with Section 5.2(1) of the Comprehensive Zoning Code to provide the required offstreet parking with a plot of land located within 300 feet of the improved property to be served; and,

WHEREAS, BELLE TERRE and City agree that Section 5.2(1) of the

JAN 17 3 36 PM '79

OFF  
REC

sale of the building the parking area serves so long as the parking facilities are required; and,

WHEREAS, BELLE TERRE represents that it is the owner of the following described property which lies within 300 feet of the improved property and desires to utilize said property as offstreet parking all in accordance with Section 5.2(1) of the City's Comprehensive Zoning Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the City and BELLE TERRE hereby agree as follows:

1. The City agrees that the following described real property lies within 300 feet of improved property and that, therefore, said real property may be utilized by the owner to provide offstreet parking facilities for the improved property. For the purposes of this Agreement, the legal description of the improved property is as follows:

Lots 11 through 15, inclusive, Block "F", all in CORAL SPRINGS UNIVERSITY DRIVE SUBDIVISION, according to the plat thereof, recorded in P.B. 60, P. 42, Public Records of Broward County, Florida.

Then, further the legal description of the property lying within 300 feet of the improved property, which shall be utilized by the owner for offstreet parking facilities, is more fully described as follows:

Lots 39 and 40, in Block "A", CORAL SPRINGS UNIVERSITY DRIVE SUBDIVISION, according to the plat thereof, recorded in P.B. 60, P. 42, Public Records of Broward County, Florida.

2. BELLE TERRE represents that it is the owner of all the real property detailed in Paragraph 1 of this Agreement and as owner agrees:

(a) That the real property detailed in Paragraph 1 of this agreement for use as offstreet parking facilities shall be committed to provide said offstreet parking for the improved property also detailed in Paragraph 1, and that in accordance with the ordinances of the City of Coral Springs that the offstreet parking property shall never be sold or disposed of except in conjunction with the sale of the improved property so long as the parking facilities provided are required by the Code of Ordinances of the City of Coral Springs.

IN WITNESS WHEREOF, the parties hereunto have set their hands and  
seals the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Betty Stephens  
Karl Burns

CITY OF CORAL SPRINGS, FLORIDA

Edward L. Heafy  
Edward L. Heafy, Mayor

ATTEST:

Jonda K. Pakula  
Jonda K. Pakula, City Clerk

Therese H. Lutz  
Jeffrey S. Kroll

BELLE TERRE CONDOMINIUM ASSOCIATION, INC.

Michael J. Spielvogel, President

Jeffrey B. Kroll, Vice President



STATE OF FLORIDA    )  
                              )   SS.  
COUNTY OF BROWARD    )

I HEREBY CERTIFY, that on this day personally appeared before me,  
an officer duly authorized to take acknowledgments and administer oaths,  
EDWARD L. HEAFY and JONDA K. PAKULA, to me well known and known to be the  
individuals described in the foregoing instrument, and they acknowledged to  
and before me that they executed such instrument as Mayor and City Clerk,  
respectively, of the City of Coral Springs, Florida, a municipal corporation,  
and that the seal affixed is the corporate seal of said municipal corporation  
and that it was affixed thereto be due and regular corporate authority and  
that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State last  
aforesaid this 21<sup>st</sup> day of September, 1978.

[Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPT-26 1981  
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA    )  
                              )   SS.  
COUNTY OF BROWARD    )

I HEREBY CERTIFY, that on this day personally appeared before me,  
an officer duly authorized to take acknowledgments and administer oaths,  
MICHAEL R. SPIELVOGEL, PRESIDENT and JEFFREY J. KROLL, VICE PRESIDENT, to  
me well known and known to me to be the individuals described in and who  
executed the foregoing instrument and they acknowledged before me that  
they executed the same freely and voluntarily for the purposes therein  
expressed.

WITNESS my hand and official seal in the County and State last  
aforesaid this 15<sup>th</sup> day of December, 1978.

[Signature]

80-116966

## GRANT OF EASEMENT

THIS INDENTURE made and executed the 15<sup>th</sup> day of February, 1980,  
by and between:

Inc.

Belle Terre Condominium Association, a corporation organized and existing  
under the laws of the State of Florida, having its principal  
place of business at 3000 University Drive, Coral Springs, Florida,  
hereinafter called GRANTOR,

and

THE CITY OF CORAL SPRINGS, FLORIDA, a municipal corporation organized and  
existing under the laws of the State of Florida, hereinafter called  
GRANTEE,

WHEREAS, GRANTOR is the owner of the following described real property  
located within the municipal corporate limits of GRANTEE:

Lots 11 through 15, Block F,  
of Coral Springs University Drive Subdivision  
according to the plat thereof as recorded in  
Plat Book 60, Page 42, of the Public  
Records of Broward County, Florida;

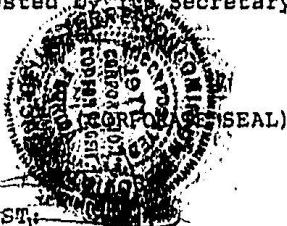
and,

WHEREAS, GRANTEE is desirous of obtaining a cross-parking, cross-access,  
and public utility easement on the above described real property;

## W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars and other  
good and valuable consideration, receipt of which is hereby acknowledged, the  
GRANTOR hereby grants to GRANTEE, its successors or assigns, an easement for  
cross-parking, cross-access, and public utility easement purposes on the  
east 137 feet of Lots 11 through 15, Block F, of  
Coral Springs University Drive Subdivision.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed  
in its name by its proper officers, and its corporate seal to be affixed,  
attested by its Secretary, the day and year first above written.



Belle Terre Condominium Association, Inc.

Corporate Name

By President

ATTEST:

Secretary

STATE OF  
COUNTY OF

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
GRAHAM W. WATT  
COUNTY ADMINISTRATOR

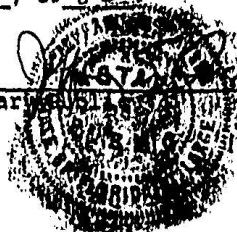
I HEREBY CERTIFY that on this 18 day of February, 1980,  
before me personally appeared MICHAEL R. SPOLVORE and NOEL KUTZ,  
President and Secretary respectively of Belle Terre Condominium Association, Inc.,  
a corporation under the laws of the State of Florida, to me known to  
be the persons who signed the foregoing instrument as such officers and seve-  
rally acknowledged the execution thereof to be their act and deed as such offi-  
cers for the uses and purposes therein mentioned and that they affixed thereto  
the official seal of said corporation, and that the said instrument is the act  
and deed of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid  
this 18 day of February, 1980.

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Oct. 5, 1983  
Bounded by American Life & Casualty Company

Notary



City of Coral Springs  
City Clerk  
9551 West Sample Road  
Coral Springs, Fla. 33065

80 APR 17 PM 1:11  
OFF 8855 PAGE 10

*Southern Bell*  
2000 North State Road  
Margate, Fl 33063

84-282842

FORM 841  
APR. 198

RIGHT-OF-WAY EASEMENT

In consideration of the sum of money hereinafter set out and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged from the Southern Bell Telephone and Telegraph Company, the undersigned, owner(s) of the premises described below, do hereby grant to the Southern Bell Telephone and Telegraph Company its licensees, agents, successors, assigns, and allied and associated companies, a right of way easement to construct, operate, maintain, add or remove such lines or systems of communications or related services as the grantees may require, consisting of:

- (1) poles, guys, anchors, aerial cables and wires;
- (2) buried cables and wires, cable terminals, markers, splicing boxes and pedestals;
- (3) conduits, manholes, markers, underground cables and wires;
- (4) and other amplifiers, boxes, appurtenances or devices

upon over and under a strip of land 5' feet wide across the following lands in Broward County, State of Florida generally described as follows:

See Attachment

and, to the fullest extent the undersigned has the power to grant, if at all, over, along and under the roads, streets or highways adjoining or through said property.

The following rights are also granted: to allow any other person or company to attach wires or lay cable or conduit within the right of way for communications or electric power transmission or distribution; ingress and egress to said premises at all times; to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution.

The receipt of one and 00 /100 Dollars (\$ 1.00 ) is hereby acknowledged by the undersigned.

To have and to hold the above granted easement unto Southern Bell Telephone and Telegraph Company, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned have VE

signed and sealed this document  
caused this instrument to be executed by  
its duly authorized agent

on JUNE, 1984.

signed, sealed and delivered  
in the presence of:

*[Signature]*  
Witness  
*[Signature]*  
*[Signature]*  
Corporate Officer

Belle Terre Condo. Assoc.  
Name of Corporation

By: *[Signature]*  
Title:

STATE OF FLORIDA  
COUNTY OF BROWARD

3000-3

Name and  
Post Office Address  
of Grantor Belle Terre Condominium Association  
3000 North University Drive  
Coral Springs, Florida

Toll \_\_\_\_\_  
Line \_\_\_\_\_ (Name)  
or Coral Springs  
Exchange Line \_\_\_\_\_ (Exchange)  
tributary to \_\_\_\_\_

The Property is bounded where the line enters and leaves this property by the property of:  
University Dr Sub #2 Lot 10 on the North  
and University Dr Sub Lot 16 on the South

Authority \_\_\_\_\_ Classification 45C

Area Southeast

Approved WT [Signature]

Title District Manager-Engineering

NORTH  
↑

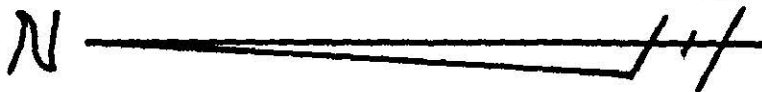
See Attachment

11926me8

400 N E 3RD AVENUE  
FORT LAUDERDALE FLORIDA

**McLAUGHLIN ENGINEERING CO.**  
ENGINEERS-SURVEYORS

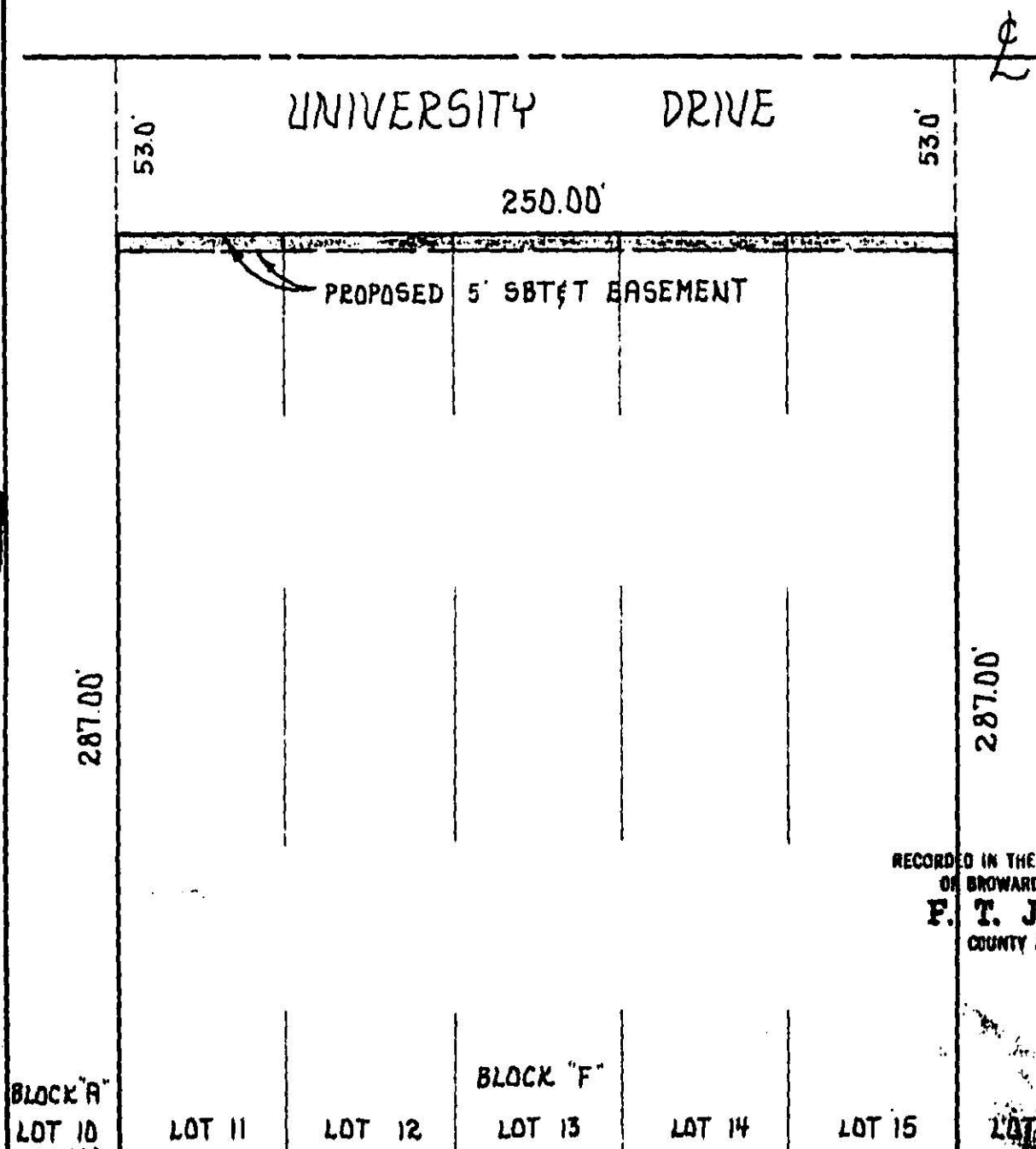
INDICATES MARKERS  
SCALE: 1" = 50'



**SKETCH AND DESCRIPTION**  
**5 Foot S.B.T.&T. Easement**

The East 5 feet of Lots 11, 12, 13, 14 and 15, Block "F", CORAL SPRINGS UNIVERSITY DRIVE SUBDIVISION, according to the plat thereof, recorded in Plat Book 60, Page 42, of the public records of Broward County, Florida.

Certified correct. Dated at Fort Lauderdale, Florida, this 14th day of May, 1984.





**THIS INSTRUMENT PREPARED BY:**

Kenneth C. Bronchick, Esq.  
Expert Title Company  
1761 W. Hillsboro Blvd.  
Suite 205  
Deerfield Beach, FL 33442

Loan No.: 165168301-10

**COLLATERAL ASSIGNMENT OF RIGHT TO COLLECT ASSESSMENTS  
AND ASSIGNMENT OF LIEN RIGHTS**

**BELLE TERRE CONDOMINIUM ASSOCIATION, INC.,  
A FLORIDA NOT-FOR-PROFIT CORPORATION,  
AS "ASSIGNOR"**

**and**

**SYNOVUS BANK,  
A GEORGIA BANKING CORPORATION,  
AS "ASSIGNEE"**

**NOTE: STATE OF FLORIDA DOCUMENTARY STAMPS ON THE NOTE ARE  
BEING PAID SIMULTANEOUSLY WITH THE RECORDING OF THIS  
DOCUMENT**

THIS COLLATERAL ASSIGNMENT OF RIGHT TO COLLECT ASSESSMENTS AND  
ASSIGNMENT OF LIEN RIGHTS (the "Assignment"), is made and entered into this 23 day  
of September, 2022 by and between **SYNOVUS BANK**, a Georgia banking corporation with its  
principal place of business being located at 1148 Broadway, Columbus, GA 31901 (the "Assignee"),  
and **BELLE TERRE CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit  
corporation, having its principal place of business located at 10191 W. Sample Road, Suite 203,  
Coral Springs, FL 33065, (the "Assignor"),

WHEREAS, Assignor has, of even date herewith, executed a Secured Promissory Note (the  
"Note") in favor of Assignee in the original principal amount of **ONE HUNDRED FORTY  
THOUSAND THREE HUNDRED AND NO/100THS DOLLARS (\$140,300.00)**, evidencing a  
loan (the "Loan") extended by the Assignee to the Assignor in this amount; and Assignor is the  
entity charged with the duty to administer the real property within BELLE TERRE, a Condominium,

according to the Declaration of Condominium thereof recorded in **Official Records Book 7167 at Page 487, of the Public Records of Broward County, Florida** (together with all amendments and/or supplements thereto, collectively, the "Declaration"), which Declaration has established the Articles of Incorporation of Assignor (together with all amendments and/or supplements thereto, collectively, the "Articles") and the By-laws of Assignor (together with all amendments and/or supplements thereto, collectively, the "By-Laws"), as well as the power to levy assessments both general and special for common expenses and collect and enforce such assessments and collection rights by the exercise of lien rights; and

WHEREAS, pursuant to Florida Statute Chapters 617 and 718, Assignor possesses the power and authority to borrow, and assign its assessment rights; and

WHEREAS, all requisite actions have been taken by proper actions and resolutions of the Board of Directors of Assignor on June 3, 2022 (the "Resolutions") (and by the unit owners subject to the Declaration, if required) directing that the Loan be paid from funds derived from special assessments and regular assessments which were adopted by the Board of Directors of Assignor on June 3, 2022 and authorizing Assignor to secure this Loan and authorizing appropriate officers of Assignor to execute the Loan Documents (as hereinafter defined); and

WHEREAS, proper notice was given for (a) holding a meeting of the Board of Directors of Assignor on June 3, 2022, at which meeting the Resolutions were passed approving the Loan parameters, reaffirming that the Loan would be paid from the funds derived from special and/or regular assessments adopted by the Board of Directors of Assignor on June 3, 2022, which special assessment is sufficient to provide for payment in full of the Note in accordance with the Loan Documents (as hereinafter defined); (b) securing the approval, if required, under the Declaration, the Articles or the By-Laws, of members of the Assignor authorizing the Assignor to borrow money and to make the Loan, which Loan is to be secured by the pledge, transfer and hypothecation by the Assignor in favor of the Assignee of (i) all special assessments designed for payment of the Loan by Assignor; (ii) all regular assessments not designated for reserve and (iii) the excess of all special assessments remaining after the initial purpose for the Loan has been satisfied (collectively, the "Assessments"); and

WHEREAS, the Resolutions were properly adopted by the Board of Directors of the Assignor and all approvals of the members of the Assignor, if required by the Declaration, have been obtained; and

WHEREAS, as security for the timely and complete payment and performance of obligations of the Assignor evidenced by the Note, Assignor has agreed to assign, convey and set over unto Assignee all of Assignor's right, title and interest in and to its Assessments, to its right to collect Assessments, and in and to all lien rights possessed by the Assignor to collect the Assessments from its members upon default under this Note or under the other Loan Documents (as hereinafter defined); and

WHEREAS, Assignor desires to secure to Assignee the timely and complete payment and

performance of the obligations of the Assignor evidenced by the Note and evidenced by the other Loan Documents (as hereinafter defined);

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, paid by Assignee to Assignor, **Assignor does hereby assign, transfer, pledge (as collateral for the Loan) and set over onto Assignee, its successors and/or assigns the proceeds of all funds realized from any and all Assessments (whether regular maintenance assessments or special assessments, excluding any funds collected for reserve funds), levied by Assignor in order to raise the funds necessary to timely tender all payments coming due under the Note. As additional/secondary collateral for the Loan, Assignor pledges the cash of the Assignor, including the collection of monies due under individual unit liens, excluding any funds collected for reserve funds.** The proceeds of the Loan shall be utilized for the initial purpose of providing funds for roofing work on the premises and to otherwise benefit the parcel of real property which the subject to the terms and provisions of the Declaration and, after payment in full of all charges related to the initial purpose specified above, to supplement Assignor's cash flow and for any legal purpose of Assignor. **Assignor further assigns, pledges and sets over unto Assignee, Assignor's right to collect Assessments as such right is set forth in the Declaration.** This Assignment shall remain in full force and effect until all indebtedness evidenced by the Note shall has been fully paid and satisfied, and all other conditions under the Loan Documents have been fulfilled, and at such time, this Collateral Assignment shall be released and terminated. This Assignment shall be subject to the following terms and conditions:

1. **Recitals Reaffirmed.** The parties hereby affirm all recitals set forth above to be true and correct and binding on Assignor.

2. **Administration of Assessments.** During the good standing of the Note, Assignor shall have the right to administer the Assessments, collect the proceeds of the Assessments from its members and remit same to Assignee. Should Assignor fail to pay any obligation under the Note or otherwise shall fail to observe and comply with the terms and provisions of the Note and/or this Assignment and/or the following documents executed by the Assignor in favor of the Assignee: (i) UCC-1 Financing Statement; (ii) Anti-Coercion Statement; (iii) Closing Statement; and any and all other instruments and documents reasonably requested by Assignee in order to consummate the Loan, all of even date herewith and which have likewise been executed to secure and evidence the indebtedness evidenced by the Note (collectively, the "Loan Documents") (and such failure is not cured prior to the expiration of all applicable grace and cure periods), then all further Assessments, at Assignee's discretion, shall be paid directly to Assignee and Assignee shall have the right to enforce the liability of the members of the Association to pay the Assessments to the same extent and degree as if they were the Assignor. Accordingly, Assignor shall, when instructed by Assignee, take any and all further steps necessary to notify the members of the Assignor to direct their payment to be tendered to Assignee and to file such documents as may be necessary under the Declaration or otherwise to perfect liens against the property of non-paying members of the Assignor. Assignor shall thereafter execute such other documents as may be necessary to demonstrate that such liens have been perfected for Assignee by suit for foreclosure or otherwise.

Upon occurrence of any default under the Note and/or under any of the other Loan Documents (not cured within ten (10) days from the date the Assignee provided the Assignor with notice of such default, provided, however, that if such default is in the nature that the Assignor can not reasonably cure such default within the ten day cure period, then the ten day cure period shall be extended provided that Assignor continuously and diligently prosecutes such curative action to completion), Assignor shall deliver to Assignee all proceeds realized from Assessments imposed upon the members of the Assignor, excluding any funds collected for reserve funds. Assignor further agrees to execute and deliver to the holder of the Note any further assignments reasonably necessary to perfect the transfer of such funds and the pledge of the lien rights appurtenant thereto which may be reasonably required by Assignee to enforce collection of such Assessments. In addition, upon the occurrence of any default under the Note or any other Loan Document (not cured within ten (10) days from the date the Assignee provides the Assignor with written notice of such default), Assignee shall have the right and authority to cause Assignee to impose Assessments against the members of the Assignor and the units subject to the Declaration and to collect said Assessments by enforcement of the lien rights herein pledged and assigned. Notwithstanding the foregoing, should Assignor timely pay and discharge the indebtedness evidenced by the Note and by the other Loan Documents, this Assignment shall be null and void and shall be of no further force or effect, and shall be promptly released by Assignee at the expense of Assignor, and Assignee shall timely provide evidence of same to Assignor

3. **Covenants, Representation and Warranties of Assignor.** Assignor agrees that in connection with the levy and collection of Assessments against the members of the Assignor, it will:

- a. Use all funds collected to the extent necessary for the purpose of satisfying interest, principal and other sums that may be due under the Note;
- b. Except in the ordinary course of business, as determined by the Assignor, not grant any concessions, forgiveness, forbearance or other relief from the obligation of each member of the Assignor to pay such Assessments without Assignee's written consent, which shall not be unreasonably withheld; and
- c. Enforce all of the terms, conditions, provisions, and covenants contained in the Declaration, the Articles and in the By-Laws, as such documents provide for the levy, collection and enforcement of Assessments against each member of the Assignor, within the exercise of it reasonable business judgment.

Assignor further represents and warrants to Assignee that, to the best of Assignor's knowledge and belief:

- d. It is (i) a corporation duly organized, validly existing and in good standing under the laws of the state of Florida, and is authorized to do business in each other jurisdiction wherein its ownership of property or conduct of business legally requires such authorization; (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated; and (iii)

has the power and authority to execute, deliver and perform, and by all necessary action has authorized the execution, delivery and performance of, all of its obligations under each Loan Document to which it is a party.

- e. Each of the Loan Documents to which Assignor is a party has been duly executed and delivered by Assignor. Execution, delivery and performance of each of the Loan Documents to which Assignor is a party will not: (i) violate any of its organizational documents, provision of law, order of any court, agency or other instrumentality of government, or any provision of any indenture, agreement or other instrument to which it is a party or by which it or any of its properties is bound; and (ii) require any authorization, consent, approval, license, exemption of, or filing or registration with, any court or governmental authority.
- f. Each of the Loan Documents to which Assignor is a party is the legal, valid and binding obligation of Assignor, enforceable against it in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles relating to or affecting the enforcement of creditors' rights generally. Assignor is obtaining the Loan for commercial purposes.
- g. There is no action, suit or proceeding at law or in equity or by or before any governmental authority, agency or other instrumentality now pending or, to the knowledge of Assignor, threatened against or affecting Assignor or any of its properties or rights which, if adversely determined, would materially impair or affect: (i) the value of any collateral securing this Note; (ii) Assignor's right to carry on its business substantially as now conducted (and as now contemplated); (iii) its financial condition; or (iv) its capacity to consummate and perform its obligations under the Loan Documents to which Assignor is a party.
- h. Assignor is not in material default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained herein or in any material agreement or instrument to which it is a party or by which it or any of its properties is bound.
- i. No Loan Document or other document, certificate or statement furnished to Bank by or on behalf of Assignor contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading. Assignor acknowledges that all such statements, representations and warranties shall be deemed to have been relied upon by Bank as an inducement to make the Loan to Assignor.

Violation of any of the above covenants shall constitute a default under the Assignment and Assignee shall be entitled to exercise the remedies contained within this Assignment.

4. **Application of Assessments.** All sums collected and received by Assignee as a



result of default under the Note subsequent enforcement of the Assignment shall first be applied to the payment of the costs and expenses of collection thereof. The balance, if any, which shall be known as the "net income", shall be first applied to interest due under the Note and then toward the reduction of the principal indebtedness evidenced by the Note, provided, however, that no credit shall be given by Assignee for any sum or sums received from Assessments until the amount collected is actually received by Assignee, and no credit shall be given for any uncollected amounts or bills.

5. **Additional Assessments.** In the event the funds assessed by Assignor against its members are not sufficient to timely tender all of the payments required under the terms and provisions of the Note, then Assignor shall levy such additional Assessments as may be necessary, as quickly as reasonably possible, to timely tender all of the payments due pursuant to the terms and provisions of the Note.

6. **Agents and Employees in Collection.** Assignee may, after occurrence of a default and any applicable Cure Period, as provided in the Loan Documents, from time to time appoint and dismiss such agents or employees, including such professionals as shall be necessary for the collection and enforcement of such Assessments and Assignor hereby grants to such agents or employees so appointed full and irrevocable authority on Assignor's behalf to collect and enforce collection of the Assessments and to do all acts relating to the collection of the Assessments as may be authorized by the Declaration. Assignee shall have the sole control of such agents or employees and such agents or employees shall be paid from the proceeds of the Assessments as a cost of collection. Assignor hereby expressly releases Assignee from any liability to Assignor for the acts of such agents or employees so long as they exercise reasonable care. Furthermore, the costs and expenses of any agents utilized by Assignee shall be borne exclusively by Assignor.

7. **Rights Cumulative.** Assignor agrees that nothing in this Assignment shall be construed to restrict in any way the rights and powers granted in any of the other Loan Documents executed by Assignor in favor of Assignee to evidence or secure payment of the Note and the rights herein shall be in addition thereto.

8. **Waiver.** The collection and application of the proceeds of the Assessments by Assignee to the indebtedness evidenced by the Note shall not constitute a waiver of any default which might, at the time of application or thereafter, exist under the Note or under the other Loan Documents, and the payment of the indebtedness may be accelerated in accordance with the terms of the Note, notwithstanding such application.

9. **Cross Default.** This Assignment is executed to secure a repayment of the indebtedness evidenced by the Note and by the other Loan Documents. A default on the part of the Assignor under any one of the Loan Documents shall be and shall constitute a default under this Assignment. Conversely, a default under this Assignment shall be and shall constitute a default on the part of the Assignor under the terms, conditions and provisions of each of the other Loan Documents.

10. **Events of Default; Remedies.** In the event of a default hereunder and/or in the event a default under the Note and/or a default under any of the other Loan Documents (and in the event such default is not cured within fifteen (15) days from the date the Assignee provides the Assignor with written notice of such default), Assignee shall have all remedies available at law and in equity,

including the right to require specific performance of the terms, conditions, provisions, covenants and agreements described in the Assignment. In the event of such default (not cured within fifteen (15) days from the date the Assignee provides the Assignor with written notice of such default), Assignee shall have the right to notify each member of Assignor to pay directly to Assignee until the Note shall be paid in full, all Assessments imposed against the members of the Assignor designated for payment of the Loan, and each member of the Assignor shall be entitled to rely upon such written directions from Assignee without the necessity of receiving confirmation from Assignor. In addition, in the event of an uncured default under this Assignment, under the Note and/or under any of the other Loan Documents, Assignor shall, upon the filing of a bill in equity to enforce the right of Assignee hereunder and to the extent permitted by law and without regard to the value or the adequacy of the security, be entitled to apply for the appointment of a receiver to take financial control of the operation of Assignor. The receiver shall collect all assessments for payment of the Loan and shall apply the same as the court may direct. The receiver shall have all rights and powers permitted under the laws of the State of Florida. In all events of default, and in all litigation wherein the Assignee is the prevailing party, Assignor shall be liable for all reasonable costs and expenses of collection and enforcement hereof, including court costs and attorney's fees and other collection costs, whether or not suit is instituted and including all costs and fees of Appellate proceedings. Should Assignor be the prevailing party in any litigation, then Assignee shall be liable for all reasonable court costs and attorney's fees, including all costs and fees of Appellate proceedings.

**11. No Amendments of Resolutions, Declaration or By-Laws.** As long as this Assignment remains in effect, Assignor agrees that the Resolutions, including representations as to notice and approval of the Loan herein identified in the recitals to this Assignment, may not be modified nor any way liability released nor any changes made in connection with payment, terms or any other changes, amendments or modifications of any kind whatsoever, without the prior written consent of Assignee. Furthermore, Assignor shall not amend or modify the terms and provisions of the Declaration which would adversely affect the right of Assignee under this Assignment without the express written consent of Assignee, which shall not be unreasonably withheld. Assignor shall not modify the By-Laws or the Articles without the written consent of Assignee, which shall not be unreasonably withheld, if such amendments would adversely affect in any manner the rights of Assignee under this Assignment.

**12. Continuous Obligation to Update Officers/Directors/Address.** Assignor shall have a continuing affirmative duty to provide written notification to Assignee as soon as is reasonably possible upon any addition, deletion or other change in any of the officers and/or directors and/or address of Assignor. Such written notification shall be accompanied by a corporate resolution specifying the names and phone numbers of the new officers or director and/or address. Assignor understands that Assignee may rely on the most recent information actually received by Assignee, which may include information transmitted by facsimile.

**13. Notices.** Any notice, demand, request or other communication given hereunder or in connection herewith ("Notices") shall be deemed sufficient if in writing and hand-delivered, served by registered or certified mail, postage prepaid or by overnight delivery, to the party to receive such Notice at such address as each party has provided to the other, or at any other address which the party may hereinafter designate by Notice given in this fashion. Notice shall be deemed received when delivered if by hand-delivery, three (3) business days after sent postage prepaid, certified mail, return receipt requested or the next business day if sent by overnight mail.

Notwithstanding this, facsimile letters, shall be deemed as valid notice if actually received by the recipient, with receipt being the time of delivery plus two (2) hours.

**14. Insurance.** Assignor shall obtain and maintain in full force and effect, public liability insurance, written by carriers licensed or authorized to transact business in the State of Florida and which are rated "A" or higher, Class III or higher, according the latest published Best's Key Rating Guide. Assignee shall be named as an additional loss payee and as an additional insured under all insurance policies obtained by Assignor. Assignor agrees to furnish Assignee with true and correct copies of all such insurance policies and paid premiums therefore during the term of the Note.

**15. Financial Information.** Assignor shall furnish to Assignee the following financial information, in each instance prepared in accordance with generally accepted accounting principles consistently applied:

a. Not less than semi-annually, a Balance Sheet, Annual Budget evidencing Assignee as a budgeted line item and Board approved Bank Loan, delinquency reports of any and all Accounts Receivable of the Assignor, verification of payment of all real property taxes having been paid by November 30 of each year as appropriate, financial statements of Assignor, including without limitation, statements of financial condition, income, and cash flows, a reconciliation of net worth, a listing of all contingent liabilities, notes to financial statements and any other information requested by Assignee, certified by an officer of the company or certified by the Assignor's certified public accountant, at Assignor's option.

b. Not later than thirty (30) days after filing with the Internal Revenue Service, a true and complete copy of the federal tax returns, including all schedules.

c. Such other information respecting the operations of Assignor as Assignee may from time to time reasonably request.

d. Assignor shall, as soon as is reasonably possible, advise the Assignee of any material change in the condition, financial or otherwise, of the Assignor and of any actual or threatened litigation, which might substantially affect the condition, financial or otherwise, of the Assignor.

**16. Indemnity.** Assignor hereby indemnifies and agrees to defend and hold harmless Assignee, its officers, employees and agents, from and against any and all losses, damages, or liabilities and from any suits, claims or demands, including reasonable attorneys' fees incurred in investigating or defending such claim, suffered by any of them and caused by, arising out of, or in any way connected with the Loan Documents or the transactions contemplated therein (unless determined by a final judgment of a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of any of the indemnified parties) including, without limitation: (i) disputes with any party, or on account of any act or omission to act by Assignee; (ii) losses, damages (including consequential damages), expenses or liabilities sustained by Assignee in connection with any environmental inspection, monitoring, sampling or cleanup of the Property required or mandated by any applicable environmental law; (iii) any untrue statement of a material fact contained in information submitted to Assignee by Assignor or the omission of any material fact necessary to be stated therein in order to make such statement not misleading or incomplete; and (iv) the failure of Assignor to perform any material obligations herein required to be performed by

Assignor.

In case any action shall be brought against Assignee, its officers, employees or agents, in respect to which indemnity may be sought against Assignor, Assignee or such other party shall promptly notify Assignor and Assignor shall assume the defense thereof, including the employment of counsel selected by Assignor and satisfactory to Assignee, the payment of all costs and expenses and the right to negotiate and consent to settlement. Assignee shall have the right, at its sole option, to employ separate counsel in any such action and to participate in the defense thereof, all at Assignor's sole cost and expense so long as counsel is located in the county in which the Assignee has its principal place of business. Assignor shall not be liable for any settlement of any such action effected without its consent (unless Assignor fails to defend such claim), but if settled with Assignor's consent, or if there be a final judgment for the claimant in any such action, Assignor agrees to indemnify and hold harmless Assignee from and against any loss or liability by reason of such settlement or judgment.

**17. No Other Financing.** Assignor agrees that during the term of the Loan and any extensions thereon, Assignor shall not obtain any other financing or place any other security interest or lien on its assets, including, but not limited to, its assessments or the right to lien its members without Assignee's consent, but such consent shall not be unreasonably withheld. Moreover, no chattel mortgage, bill of sale, security agreement, financing statement or other title retention agreement (except those executed in favor of Assignee) has been or will be executed with respect to any personal property or other asset of Assignor.

**18. No Assignment of Loan.** Assignor shall not assign this Loan or the Loan Documents or any interest therein without the prior written consent of Assignee and any such assignment to which Assignee has not consented to is void and of no effect.

**19. Successors and Assigns.** This Assignment of the right to collect assessments and the pledge and assignment of the lien rights and to enforce such assessments shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon the successive boards and members of Assignor, including any multiplicity of entities that may succeed or partially succeed Assignor.

**20. Applicable Law; Venue; Captions; Plurality.** This Assignment is being delivered and is intended to be performed in the State of Florida and shall be construed and enforced in accordance with and be governed by the laws of such state. Exclusive venue shall lie in a court of appropriate jurisdiction in Broward County, Florida. In the event of any inapplicability or unenforceability of any portion of this Agreement, then such inapplicability or unenforceability shall not affect, limit or impair the validity or operation of all other provisions of this Assignment. The captions used herein are used for convenience only and shall not affect the interpretation of this Assignment. At all times, any word used in the singular shall also include the plural and vice versa.

**21. Audit Rights.** Assignor shall provide Assignee with unfettered and unrestricted access to perform a field audit of Assignor and its facilities. Unless Assignor is in default, Assignee shall make every effort to provide Assignor with reasonable notice of such audit. Assignor shall fully cooperate with such audit and shall make all its books and records available for review by Assignee and its agents, including, but not limited to, those involving Accounts Receivable and Inventory. Assignor shall also make its key and knowledgeable employees available to Assignee during such audit. Assignee reserves

all rights to perform such audits more frequently than yearly if same is reasonably necessary. Such audit shall be at the expense of Assignor who shall pay for same consistent with the Note and the other Loan Documents.

22. **Recordable Release.** Upon full and complete payment of the Note, Assignee will execute and deliver to Assignor, a release of this Assignment in recordable form.

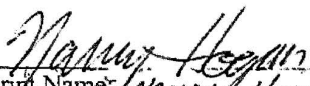
23. **Attorneys' Fees and Expenses.** If Assignee retains the services of counsel by reason of a claim of a default or an Event of Default hereunder or under any of the other Loan Documents, or the enforcement of the Note, or for examination of matters subject to Assignee's approval under the Loan Documents, all costs of suit and all reasonable attorneys' fees and such other reasonable expenses so incurred by Assignee shall be paid by Assignor, on demand, and shall be deemed part of the obligations evidenced hereby, and not inconsistent with other provisions of this Assignment.

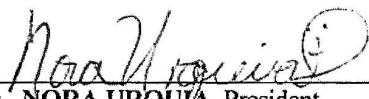
24. **Waiver of Trial by Jury.** ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY ASSIGNEE OR ASSIGNOR, ON OR WITH RESPECT TO THE NOTE, THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. ASSIGNEE AND ASSIGNOR EACH HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY, AND WITH THE ADVICE OF THEIR RESPECTIVE COUNSEL, WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, ASSIGNOR WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. ASSIGNOR ACKNOWLEDGES AND AGREES THAT THIS SECTION IS A SPECIFIC AND MATERIAL ASPECT OF THIS NOTE AND THAT ASSIGNEE WOULD NOT EXTEND CREDIT TO ASSIGNOR IF THE WAIVERS SET FORTH IN THIS SECTION WERE NOT A PART OF THIS NOTE.

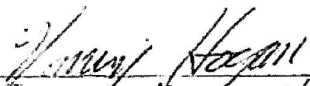
IN WITNESS WHEREOF, this Assignment has been executed this 23 day of September, 2022.

ASSIGNOR:

**BELLETERRE CONDOMINIUM ASSOCIATION,  
INC.,** a Florida not-for-profit corporation

  
Print Name: Nancy Hogan  
Witness as to Both Signers

  
By: NORA URQUIA, President

  
Print Name: Nancy Hogan  
Witness as to Both Signers

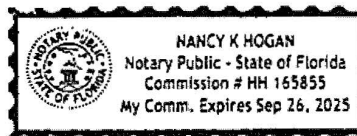
  
By: JEFFREY KROLL, Secretary



STATE OF FLORIDA     )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 30<sup>th</sup> day of September, 2022, by NORA URQUIA, President and JEFFREY KROLL, Secretary, of BELLE TERRE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who are personally known to me or who have produced Drivers license and Drivers License as identification.

Nancy Hogan  
NOTARY PUBLIC, State of FL



ASSIGNEE:

SYNOVUS BANK, a Georgia Bank

Nancy Hogan  
Print Name: Nancy Hogan  
Witness: \_\_\_\_\_

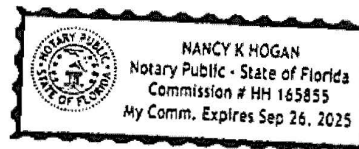
Theresa Sebastian  
By: THERESA SEBASTIAN,  
as Theresa Sebastian

Julie Gaynor  
Print Name: Julie Gaynor  
Witness \_\_\_\_\_

STATE OF FLORIDA     )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 30 day of September, 2022, by THERESA SEBASTIAN, as Vice President of SYNOVUS BANK, who is personally known to me or who has produced Known to me personally as identification.

Nancy Hogan  
NOTARY PUBLIC, State of Florida



**STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT FORM**

|                                                                                                              |  |
|--------------------------------------------------------------------------------------------------------------|--|
| A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON<br>Kenneth C. Bronchick, Esq. 954-570-5959 ken@etctitle.com |  |
| B. Email Address                                                                                             |  |
| C. SEND ACKNOWLEDGEMENT TO:<br>Name Kenneth C. Bronchick, Esq.                                               |  |
| Address 1761 W. Hillsboro Blvd.                                                                              |  |
| Address Suite 205                                                                                            |  |
| City/State/Zip Deerfield Beach, FL 33442                                                                     |  |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names**

|                                                                                                            |                     |                               |             |                                     |
|------------------------------------------------------------------------------------------------------------|---------------------|-------------------------------|-------------|-------------------------------------|
| 1.a ORGANIZATION'S NAME<br>BELLE TERRE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation |                     |                               |             |                                     |
| 1.b INDIVIDUAL'S SURNAME                                                                                   | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) |             | SUFFIX                              |
| 1.c MAILING ADDRESS Line One<br>10191 W. Sample Road                                                       |                     | This space not available.     |             |                                     |
| MAILING ADDRESS Line Two<br>Suite 203                                                                      |                     | CITY<br>Coral Springs         | STATE<br>FL | POSTAL CODE<br>33065 COUNTRY<br>USA |

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names**

|                              |                     |                               |       |                     |
|------------------------------|---------------------|-------------------------------|-------|---------------------|
| 2.a ORGANIZATION'S NAME      |                     |                               |       |                     |
| 2.b INDIVIDUAL'S SURNAME     | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) |       | SUFFIX              |
| 2.c MAILING ADDRESS Line One |                     | This space not available.     |       |                     |
| MAILING ADDRESS Line Two     |                     | CITY                          | STATE | POSTAL CODE COUNTRY |

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)**

|                                                                   |                     |                               |             |                                     |
|-------------------------------------------------------------------|---------------------|-------------------------------|-------------|-------------------------------------|
| 3.a ORGANIZATION'S NAME<br>Synovus Bank                           |                     |                               |             |                                     |
| 3.b INDIVIDUAL'S SURNAME                                          | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) |             | SUFFIX                              |
| 3.c MAILING ADDRESS Line One<br>1148 Broadway, Columbus, GA 31901 |                     | This space not available.     |             |                                     |
| MAILING ADDRESS Line Two                                          |                     | CITY<br>Columbus              | STATE<br>GA | POSTAL CODE<br>31901 COUNTRY<br>USA |

**4. This FINANCING STATEMENT covers the following collateral:**

See EXHIBIT "A" attached hereto and incorporated herein.

Loan Number: # 165168301-10

5. ALTERNATE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR  
☐ AG LIEN ☐ NON-UCC FILING ☐ SELLER/BUYER

**6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX**

☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.  
☐ Florida Documentary Stamp Tax is not required.

**7. OPTIONAL FILER REFERENCE DATA**

KCB-21-061

## EXHIBIT A

### DESCRIPTION OF PROPERTY

All of the property of the Debtor, whether now owned or existing or hereafter acquired, together with any and all proceeds and/or all other property of the Debtor and products and proceeds therefrom, including, but not limited to: assessments, special assessments, dues, liens, claims of lien, judgments, suits, demands, claims, collections, documents, fixtures, insurance proceeds, cash, income, rents, profits, replacements and other value therefrom as well as:

(a) all goods, inventory, intangible personal property, licenses, furniture, vehicles, parts, apparatus, machinery, equipment, furnishings, fixtures, fittings, appliances and air conditioning and heating equipment, furniture, equipment, and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter;

(b) all awards, commissions or payments, including interest thereon, insurance policies, agreements, awards, receivables, contract rights, accounts, debts, bills, judgments, owned by or in which the Debtor has an interest;

(c) all leases and other agreements and the right to receive and apply the rent, issues and profits by the Debtor;

(d) the right (but not the obligation), in the name and on behalf of Debtor, to appear in and defend any action or proceeding and to commence any action or proceeding to protect the interest of the Lender, including claims of liens, liens, judgments, suit redemption rights and property rights;

(e) any contract rights, management, franchise and service agreements, accounts, occupancy permits and licenses, building and other permits, governmental approvals, licenses, agreements with utility companies, water and sewer capacity reservation agreements, bonds, governmental applications and proceedings, feasibility studies, maintenance and service contracts, marketing agreements, development agreements, surveys, engineering work, architectural plans and engineering plans, site plans, landscaping plans, engineering contracts, architectural contracts, and all other contracts;

(f) any monies, deposit, certificates and any escrow accounts of Debtor or in which Debtor has an interest;

(g) all of the right, title and interest of the Debtor in and to any copyrights, service marks, logos, trade names, names of business, or fictitious names of any kind; and

(h) any and all balances, credits, deposits, accounts or monies of the Debtor.

Together with all substitutions, repairs and replacements of any of the foregoing and any and all proceeds (whether cash proceeds or non-cash proceeds), products, renewals, accessions and additions or any of the foregoing.

PREPARED BY:  
James W. Earl, Esq.  
Glazer & Sachs, P.A.  
3113 Stirling Road  
Suite 201  
Fort Lauderdale, FL 33312

RESOLUTION OF THE BOARD OF DIRECTORS OF BELLE TERRE CONDOMINIUM  
ASSOCIATION, INC. REGARDING EXCLUSIVITY OF USE OF UNITS

**WHEREAS**, the Declaration of Condominium Of Belle Terre, A Condominium (the Declaration), was recorded in book 7166 at page 487 of the official records of Broward County, Florida.

**WHEREAS**, as an attachment to the Declaration, the Belle Terre Condominium Mutual Exclusivity Agreement (Exclusivity Agreement) was recorded in book 7166 at page 533 of the official records of Broward County, Florida.

**WHEREAS**, the Exclusivity Agreement provides for the designation of exclusive use rights of professions, professional specialties, and businesses as listed for each unit for the benefit of the owner of unit, and the owner's heirs, successors, and assigns.

**WHEREAS**, the Exclusivity Agreement provides that the owner of a unit may modify the right of exclusivity by written notice to the Board of Directors of Condominium Association.

**WHEREAS**, the Exclusivity Agreement provides that the owner of a unit may substitute the reserved designation.

**WHEREAS**, unit owners have submitted written notice to the Board of Directors modifying or substituting a new claim of exclusivity for their units.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Belle Terre Condominium Association, Inc as follows:

The following units shall have the following described exclusive use rights pursuant to the Exclusivity Agreement:

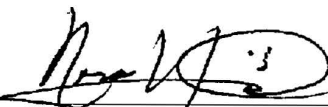
| Unit(s) | Exclusive Use                                                                                                            |
|---------|--------------------------------------------------------------------------------------------------------------------------|
| A       | Day Spa and wellness facial, hair deviatory, nail, massage, acupuncture, Nutrition, Life coaching, and one hair station. |
| D       | Investments, financial planning, Insurance, Retirement plans, goal-based planning, and business planning.                |

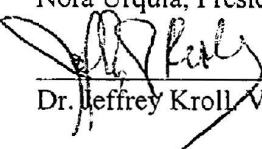
|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| E                 | Accounting – personal and corporate tax returns, both domestic, trust returns and non-profit returns. Payroll services, write up services, audit services, governmental tax/other filings, applications for governmental grants, and business advisory services.                                                                                                                                                                                                                                                                                                            |
| F                 | Investment and insurance advisers. Financial planning for individuals and corporations including buy sell advice, retirement plans, employee benefits and estate planning. Securities, mutual funds, life insurance, disability and longterm care.                                                                                                                                                                                                                                                                                                                          |
| G                 | Otolaryngology                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| H                 | Full-service hair salon Manicure & pedicures Esthetician, waxing & facials                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| I                 | Accounting and CPA services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| J, L, N, M, and K | Dermatology and Dermatologic Surgery: diagnosis and treatment of skin problems of all age groups.<br>Dermatologic surgery to biopsy and remove premalignant and malignant lesions on entire body.<br>Mohs surgery for skin cancer.<br>Targeted light therapy for precancers and acne.<br>Biopsy of skin conditions of all age groups.<br>Light therapy of psoriasis and other dermatoses<br>Cosmetic therapies for AGING of face and body including laser therapy, filler injections, and injections of neuromodulators (ex: Botox™). These are the functions of a Medispa. |
| P                 | Dentistry: Services for all phases of Dentistry, which includes but is not limited to General Dentistry, Dental Hygiene, Periodontics, Endodontics, Oral Surgery, Dental Implants, Orthodontics, Prosthetics and Cosmetic Dentistry.                                                                                                                                                                                                                                                                                                                                        |
| Q                 | financial planning practice includes investment, financial, estate, retirement planning and long-term care planning. The sale of securities, mutual funds, life insurance, and health insurance.                                                                                                                                                                                                                                                                                                                                                                            |
| R                 | Medical: Internal Medicine, Family Medicine, and Geriatrics.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

ADOPTED by the Board of Administration this 23<sup>rd</sup> day of October , 2020.

BELLE TERRE CONDOMINIUM ASSOCIATION, INC.

ATTEST:

By:   
 Nora Urquia, President

  
 Dr. Jeffrey Kroll, Vice President and Secretary



This instrument was prepared by:  
Alan Schwartzseid, Esq.  
KAYE BENDER REMBAUM, P.L.  
855 East S.R. 434, Suite 2209  
Winter Springs, FL 32708

Ref: O.R. Bk 7167 Pg 487

**CERTIFICATE OF RECORDING AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM FOR  
BELLE TERRE**

THIS CERTIFICATE OF RECORDING is executed by the undersigned officers of Belle Terre Condominium Association, Inc. (the "Association") the corporation in charge of the operation and control of Belle Terre subdivision, located in Broward County, Florida, according to the Declaration Of Condominium For Belle Terre, the By-Laws and the Articles of Incorporation of the Association. as recorded in the Public Records of Broward County, Florida, first recorded in Official Records Book 7167, beginning at Page 487. The undersigned hereby certify that the attached amendments were approved in accordance with the governing documents of the Association.

IN WITNESS WHEREOF, we have affixed our hands this 21<sup>st</sup> day of August, 2026,  
Broward County, Florida.

WITNESS 1:

BELLE TERRE CONDOMINIUM  
ASSOCIATION, INC.

By: Asmye Sage  
Name: Asmye Guzman  
Address: 1091 W Sample Rd SE 203  
Coral Springs, FL 33065

By: Nora Urquia  
Name: Nora Urquia /its President

WITNESS 2:

By: Adeline Rodriguez  
Name: Adeline Rodriguez  
Address: 1091 W Sample Rd 203  
Coral Springs, FL 33065

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 21<sup>st</sup> day of August, 2026, by Nora Urquia, as President, for Belle

Terre Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation, ☒ who are personally known to me or ☐ have produced as identification and did take an oath.

By: Nora Ugueto  
Name: Crystal D Perkins  
Notary Public, State of Florida  
Commission Expires: 11/18/2029

Notary Seal

**ATTESTED TO BY:**

WITNESS 1:

BELLE TERRE CONDOMINIUM  
ASSOCIATION, INC.

By: Willy Gize  
Name: Asnely Gize  
Address: 10191 W Sample Rd Ste 203  
Coral Springs, FL 33065

By: [Signature]  
Name: Dr. Jeffrey Kroll, its Secretary

WITNESS 2:

By: Adeline Rodriguez  
Name: Adeline Rodriguez  
Address: 10191 W Sample Rd #203  
Coral Springs, FL 33065

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 21<sup>st</sup> day of August, 2026, by Dr. Jeffrey Kroll, as Secretary, for Belle Terre Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation, ☒ who are personally known to me or ☐ have produced as identification and did take an oath.

By: Dr. Jeffrey Kroll  
Name: Crystal D Perkins  
Notary Public, State of Florida  
Commission Expires: 11/18/2029



Notary Seal

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
FOR BELLE TERRE CONDOMINIUM ASSOCIATION, INC.**

(additions are indicated by underlining, deletions are indicated by ~~striketthrough~~, and omitted but unaltered provisions are indicated by ellipses)

- 1. To remove the exclusivity of use of Units within Belle Terre, Article XXII, Section A of the DECLARATION OF CONDOMINIUM FOR BELLE TERRE (the "Declaration") is amended as follows:***

**Section A**

...

**Article XXII. Sale, Rental, Lease or Transfer.**

(A) The Association shall have the option to purchase or lease any unit upon the same terms and conditions as are offered by the unit owner to any third person. Prior to the sale, rental, lease or transfer of any unit to any person other than the transferor's spouse or member of his immediate family, the unit owner shall notify the Board of Directors of the Association in writing, of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made and the terms and conditions thereof, and such other information as may be required by the Board of Directors. Failure to do so shall be deemed a breach thereof, and any transfer or lease in contravention of this Article in the Declaration shall be null and void and confer no right, title or interest to the intended purchaser, lessee, or transferee. Within ten (10) days of receipt of said notice and such supplemental information as it requires, the Board of Directors shall either approve or disapprove of the proposed sale or transfer, in writing, and shall notify the owner of its decision. Failure by the Association to act within said ten (10) days shall be tantamount to its consent and can be established by means of affidavit attached to the deed conveying such apartment. Approval by the Association shall be stated in a Certificate executed by the President and Secretary of the Association, which shall be recorded in the Public Records of Broward County, Florida, at the expense of purchaser, and if there are any other expenses incurred by the Association in connection with such transaction, said expense shall be borne and paid for by Purchaser. ~~Transfers shall, however, be subject to each unit owners right of exclusivity of business or profession. (See Exhibit 7 attached).~~

- 2. To remove the non-competitive language within Belle Terre, Article IV, Section 2 of the BY-LAWS OF BELLE TERRE CONDOMINIUM ASSOCIATION, INC. (the "Bylaws") are as follows:***

## Section 2

...

### Article IV. Membership.

**Section 2. Transfer of Membership and Ownership:** Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel, and his undivided interest in the common elements of the condominium, and such transfer shall be subject to the procedures set forth in the Declaration. ~~No transfer to a person or firm engaged in a business or profession competitive to that of an existing unit owner shall be made or shall be effective without prior written consent of any such existing unit owner. Exhibit 7 attached to the Declaration of Condominium is incorporated herein by reference.~~

- 3. To remove the Mutual Exclusivity Agreement within Belle Terre, Exhibit 7 of the Declaration.*