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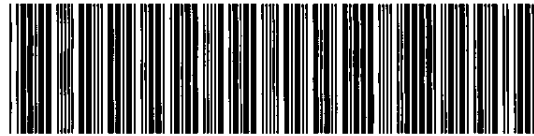
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DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS  
TALLAHASSEE, FLORIDA

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

8-17-10  
A  
WJ

# TIMOTHY D. PADGETT, P.A.

A PROFESSIONAL ASSOCIATION  
ATTORNEY AND COUNSELOR AT LAW

TIMOTHY D. PADGETT\*  
D. PEARSON BEARDSLEY\*\*

\*CERTIFIED MEDIATOR  
LICENSED TO PRACTICE IN FLORIDA AND  
UNITED STATES DISTRICT COURT FOR  
NORTHERN, MIDDLE, AND SOUTHERN  
DISTRICTS OF FLORIDA  
\*\*LICENSED TO PRACTICE IN GEORGIA

2878 REMINGTON GREEN CIRCLE  
TALLAHASSEE, FLORIDA 32308  
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WWW.PADGETT-TITLE.COM

August 10, 2010

## VIA HAND DELIVERY

Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

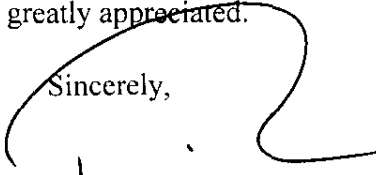
Re: Incorporation of **THE NINE AT BELLEVUE CONDOMINIUM  
ASSOCIATION, INC.**

Dear Division of Corporations:

Enclosed is an original and one (1) copy of the Articles of Incorporation for the above-referenced corporation. Also enclosed is a check in the amount of \$78.75 representing the \$70.00 filing fee and \$8.75 for the certified copy. I have enclosed an extra copy of so that a copy of the filed documents can be returned to my office.

Your cooperation in this matter is greatly appreciated.

Sincerely,



Timothy D. Padgett  
Timothy D. Padgett, P.A.

/tdp  
Enclosures

**ARTICLES OF INCORPORATION OF  
THE NINE AT BELLEVUE CONDOMINIUM ASSOCIATION, INC..**

We, the undersigned natural persons competent to contract, acting as incorporators of a corporation not for profit under Chapter 617 of the Florida Statutes, adopt the following articles of incorporation.

**Article I  
Name**

The name of this corporation is **THE NINE AT BELLEVUE CONDOMINIUM ASSOCIATION, INC.**

**Article II  
Purposes**

The purposes and objects of the corporation are such as are authorized under Chapter 617 of the Florida Statutes and include providing for the maintenance, preservation, administration, and management of **THE NINE AT BELLEVUE CONDOMINIUM** under the Florida Condominium Act pursuant to a declaration of condominium executed on August 10, 2010, and recorded on August 13, 2010, in LEON County, Florida, under O.R. Book 4150, Page 2086, of the Public Records of LEON County, Florida.

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

**Article III  
Members and Meetings**

Each condominium unit shall have appurtenant to it a membership in the corporation, which membership shall be held by the person or entity, or in common by the persons or entities owning such unit, except that no person or entity holding title to a unit as security for performance of an obligation shall acquire the membership appurtenant to the unit by virtue of the title ownership. In no event may any membership be severed from the unit to which it is appurtenant. A unit owner does not have any authority to act for the association by reason of being a unit owner

Each membership in the corporation shall entitle the holder or holders of it to exercise that proportion of the total voting power of the corporation corresponding to the proportionate undivided interest in the common elements appurtenant to the unit to which the membership corresponds, as established in the declaration. Voting procedures shall be governed by the bylaws.

Pursuant to 718.112(2)(b)2, no voting interest or consent right allocated to a Unit owned by the Association shall be considered for any purpose whether for quorum, an election or otherwise.

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Pursuant to 718.112(d)1 and the bylaws to be adopted, there shall be an annual meeting of the unit owners held at the location provided in the bylaws and, if the bylaws are silent as to the location, the meeting shall be held within 45 miles of the Condominium Property. All matters regarding meeting notices, meeting conduct, the agenda, and other related matters shall be governed by, and more fully set forth in, the bylaws to be adopted by the corporation, as said bylaws may change from time-to-time.

**Article IV  
Initial Office And Registered Agent**

The street address of the initial office of the corporation is 9179 Old Chemonie Road, Tallahassee, FL 32309.

The name and address of the initial registered agent of the corporation is: Timothy D. Padgett, Esquire, Timothy D. Padgett, P.A., 2878 Remington Green Circle, Tallahassee, FL 32308.

**Article V  
Incorporators**

The names and residences of the incorporators of the corporation are as follows:

Name	Address
THE NINE AT BELLEVUE, LLC	808 W. St. Augustine Street Tallahassee, FL 32304

**Article VI  
Directors**

The number of persons constituting the initial board of directors is FIVE (5). In accordance with Florida law, and the Bylaws to be adopted by the corporation, the corporation will be governed by a board of directors, also known as a board of administration, of no less than five (5) directors or members. The name and addresses of the initial directors are as follows:

Name	Address
John Matthew Stewart	9179 Old Chemonie Road Tallahassee, FL 32309
Leslie Stewart	9179 Old Chemonie Road Tallahassee, FL 32309
John D. Stewart	9114 Old Chemonie Road Tallahassee, FL 32309
Gail Stewart	9114 Old Chemonie Road Tallahassee, FL 32309
Tiffany Caldwell	1131-2 SW 9 <sup>th</sup> Avenue Ft. Lauderdale, FL 33315

At such time as required by, and as more fully set forth in, the Bylaws of the corporation, the members of the corporation shall elect five (5) directors for a term of two years each. Subsequent directors and successor directors elected or appointed due to vacancies shall be elected or appointed as required in the Bylaws. Pursuant to 718.111(1)d), officers, directors, or agents of the Board of Directors of the Condominium Association shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the interests of the Association.

All matters regarding director qualifications, nominations, conduct, regulations, restrictions, vacancies, and other related matters shall be governed by, and more fully set forth in, the bylaws to be adopted by the corporation, as said bylaws may change from time-to-time.

### **Article VII Officers**

The affairs of the corporation are to be managed by a president, secretary, and treasurer who will be accountable to the board of administration. Officers will be elected annually in the manner set forth in the bylaws.

The name of the officer who is to serve until the first election of officers are as follows:

JOHN MATTHEW STEWART

9179 Old Chemonie Road  
Tallahassee, FL 32309

All matters regarding officer qualifications, nominations, conduct, regulations, restrictions, vacancies, and other related matters shall be governed by, and more fully set forth in, the bylaws to be adopted by the corporation, as said bylaws may change from time-to-time..

### **Article VIII Bylaws**

Bylaws regulating operation of the corporation will be adopted by the Board of Directors at an organizational meeting following the filing of these articles. The bylaws may be amended by the first board of directors until the first annual meeting of members. Thereafter, the bylaws shall be amended by the members in the manner set forth in the bylaws.

### **Article IX Powers of Corporation**

To promote the health, safety, and welfare of the residents of THE NINE AT BELLEVUE CONDOMINIUM, the corporation may:

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

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

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

(4) Take and hold by lease, gift, purchase, devise or bequest any property, real or personal, including any unit in the condominium, borrow money and mortgage any property to finance the acquisition of it on the vote of 100% percent of members, and transfer, lease, and convey any such property.

(5) Dedicate or otherwise transfer all or any portion of the common areas to any municipality, public agency, authority or utility on the approval of 100% percent of the members.

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

#### **Article X Dissolution**

This corporation may be dissolved at any time with the written consent of all the members to it in a manner, and pursuant to procedures, as set forth in the bylaws. On dissolution, any assets of the corporation shall be dedicated to an appropriate municipality, public agency or authority to be used for purposes similar to those for which the corporation is organized. In the event such dedication is not accepted, such assets shall be conveyed or assigned to any nonprofit corporation, association, or other organization devoted to purposes similar to those for which this corporation is organized.

#### **Article XI Records and Financial Statements of the Association**

##### **FINANCIAL RECORDS:**

(a) From the inception of the association, the association shall maintain each of the following items, when applicable, which shall constitute the official records of the association:

1. A copy of the plans, permits, warranties, and other items provided by the developer pursuant to s. 718.301(4).

2. A photocopy of the recorded declaration of condominium of each condominium operated by the association and of each amendment to each declaration.

3. A photocopy of the recorded bylaws of the association and of each amendment to the bylaws.

4. A certified copy of the articles of incorporation of the association, or other documents creating the association, and of each amendment thereto.

5. A copy of the current rules of the association.

6. A book or books which contain the minutes of all meetings of the association, of the board of administration, and of unit owners, which minutes must be retained for at least 7 years.

7. A current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers. The association shall also maintain the electronic mailing addresses and the numbers designated by unit owners for receiving notice sent by electronic transmission of those unit owners consenting to receive notice by electronic transmission. The

electronic mailing addresses and telephone numbers shall be removed from association records if consent to receive notice by electronic transmission is revoked. However, the association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

8. All current insurance policies of the association and condominiums operated by the association.

9. A current copy of any management agreement, lease, or other contract to which the association is a party or under which the association or the unit owners have an obligation or responsibility.

10. Bills of sale or transfer for all property owned by the association.

11. Accounting records for the association and separate accounting records for each condominium which the association operates. All accounting records shall be maintained for at least 7 years. The accounting records must include, but are not limited to:

a. Accurate, itemized, and detailed records of all receipts and expenditures.

b. A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

c. All audits, reviews, accounting statements, and financial reports of the association or condominium.

d. All contracts for work to be performed. Bids for work to be performed are also be considered official records and must be maintained by the association.

12. Ballots, sign-in sheets, voting proxies, and all other papers relating to voting by unit owners, which must be maintained for 1 year from the date of the election, vote, or meeting to which the document relates.

13. All rental records if the association is acting as agent for the rental of condominium units.

14. A copy of the current question and answer sheet as described in s. 718.504.

15. All other records of the association not specifically included in the foregoing which are related to the operation of the association.

16. A copy of the inspection report as provided for in s. 718.301(4)(p).

(b) The official records of the association must be maintained within the state for at least 7 years. The records of the association shall be made available to a unit owner within 45 miles of the condominium property or within the county in which the condominium property is located within 5 working days after receipt of a written request by the board or its designee. However, such distance requirement does not apply to an association governing a timeshare condominium. This provision may be complied with by having a copy of the official records of the association available for inspection or copying on the condominium property or association property, or the association may offer the option of making the records available to a unit owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The association is not responsible for the use or misuse of the information provided to an association member or his or her authorized representative pursuant to the compliance requirements of this chapter unless the association has an affirmative duty not to disclose such information pursuant to this chapter.

(c) The official records of the association are open to inspection by any association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the member. The association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying. The failure of an association to provide the records within 10

working days after receipt of a written request creates a rebuttable presumption that the association willfully failed to comply with this paragraph. A unit owner who is denied access to official records is entitled to the actual damages or minimum damages for the association's willful failure to comply. Minimum damages shall be \$50 per calendar day up to 10 days, the calculation to begin on the 11th working day after receipt of the written request. The failure to permit inspection of the association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records. Any person who knowingly or intentionally defaces or destroys accounting records that are required by this chapter to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the association or one or more of its members, is personally subject to a civil penalty pursuant to s. 718.501(1)(d). The association shall maintain an adequate number of copies of the declaration, articles of incorporation, bylaws, and rules, and all amendments to each of the foregoing, as well as the question and answer sheet provided for in s.718.504 and year-end financial information required in this section, on the condominium property to ensure their availability to unit owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the documents. Notwithstanding the provisions of this paragraph, the following records are not accessible to unit owners:

1. Any record protected by the lawyer-client privilege as described in s.90.502; and any record protected by the work-product privilege, including any record prepared by an association attorney or prepared at the attorney's express direction; which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

2. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a unit.

3. Personnel records of association employees, including, but not limited to, disciplinary, payroll, health, and insurance records.

4. Medical records of unit owners.

5. Social security numbers, driver's license numbers, credit card numbers, e-mail addresses, telephone numbers, emergency contact information, any addresses of a unit owner other than as provided to fulfill the association's notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, and property address.

6. Any electronic security measure that is used by the association to safeguard data, including passwords.

7. The software and operating system used by the association which allows manipulation of data, even if the owner owns a copy of the same software used by the association. The data is part of the official records of the association.



#### FINANCIAL REPORTING:

Within 90 days after the end of the fiscal year, or annually on a date provided in the bylaws, the association shall prepare and complete, or contract for the preparation and completion of, a financial report for the preceding fiscal year. Within 21 days after the final financial report is completed by the association or received from the third party, but not later than 120 days after the end of the fiscal year or other date as provided in the bylaws, the association shall mail to each unit owner at the address last furnished to the association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner. Financial reports shall be prepared as follows:

(a) The financial statements must be based upon the association's total annual revenues, as follows:

1. If the association has total annual revenues of \$100,000 or more, but less than \$200,000, it shall prepare compiled financial statements.

2. If the association has total annual revenues of at least \$200,000, but less than \$400,000, it shall prepare reviewed financial statements.

3. If the association has total annual revenues of \$400,000 or more it shall prepare audited financial statements. If the association has total annual revenues of less than \$100,000 it shall prepare a report of cash receipts and expenditures.

4. If the association operates fewer than 75 units, regardless of the association's annual revenues, it shall prepare a report of cash receipts and expenditures in lieu of financial statements required herein. A report of cash receipts and disbursements must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the association maintains reserves.

(b) The association may prepare, without a meeting of or approval by the unit owners:

1. Compiled, reviewed, or audited financial statements, if the association is required to prepare a report of cash receipts and expenditures;

2. Reviewed or audited financial statements, if the association is required to prepare compiled financial statements; or

3. Audited financial statements if the association is required to prepare reviewed financial statements.

( c ) If approved by a majority of the voting interests present at a properly called meeting of the association, an association may prepare:

1. A report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement;

2. A report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or

3. A report of cash receipts and expenditures, a compiled financial statement, or a reviewed financial statement in lieu of an audited financial statement. Such meeting and approval must occur before the end of the fiscal year and is effective only for the fiscal year in which the vote is taken, except that the approval may also be effective for the following fiscal year. With respect to an association to which the developer has not turned over control of the association, all unit owners, including the developer, may vote on issues related to the preparation of financial reports for the first 2 fiscal years of the association's operation, beginning with the fiscal year in which the declaration is recorded. Thereafter, all unit owners except the developer may vote on such issues until control is turned over to the association by the developer. Any audit or review prepared under this section shall be paid for by the developer if done before turnover of control of the association. The association may not waive the financial reporting requirements of this section for more than 3 consecutive years.

## **Article XII Insurance Provisions**

Pursuant to 718.111(11)(d), once the Association becomes controlled by the Unit Owners, it must use best efforts to obtain adequate insurance to protect the Association, the Association Property, the Common Elements, and the Condominium Property that is required to be insured by the Association. The board of administration of the association, or the managing agent, may obtain and continue in effect, insurance protecting the common elements and limited common elements against loss by fire or other casualties in form and amounts satisfactory to the board, but without prejudice to the right of each unit owner to obtain individual unit insurance as he or she may see fit. The board of administration, or the managing agent, may also obtain and continue in effect insurance against liability for personal injury and death and for damage to property arising from accidents occurring within the common elements or limited common elements. Insurance premiums for such insurance coverage will be a common expense to be paid by monthly assessments levied by the association. These payments will be held in a separate escrow account of the association, and will be used solely for the payment of the insurance premiums as those premiums become due. Section 718.111(11), F.S. controls and governs the respective rights and obligations of the association and unit owners with respect to insurance and it is the intent of this declaration to set forth rights and obligations consistent therewith. Specifically, the following provisions shall apply with respect to insurance:

(a) Adequate property insurance, regardless of any requirement in the declaration of condominium for coverage by the association for full insurable value, replacement cost, or similar coverage, must be based on the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every 36 months.

1. The association may provide adequate property insurance through a self insurance fund if the insurance fund meets the requirements of Sections 624.460-624.488, Florida Statutes.

2. The association may also provide adequate property insurance coverage for a group of at least three communities created and operating under this chapter, chapter 719, chapter 720, or chapter 721 by obtaining and maintaining for such communities insurance coverage sufficient to cover an amount equal to the probable maximum loss for the communities for a 250-year windstorm event. Such probable maximum loss must be determined through the use of a competent model that has been accepted by the Florida Commission on Hurricane Loss Projection Methodology. A policy or program providing such coverage may not be issued or renewed after July 1, 2008, unless it has been reviewed and approved by the Office of Insurance Regulation. The review and approval must include approval of the policy and related forms pursuant to ss. 627.410 and 627.411, approval of the rates pursuant to s. 627.062, a determination that the loss model approved by the commission was accurately and appropriately applied to the insured structures to determine the 250-year probable maximum loss, and a determination that complete and accurate disclosure of all material provisions is provided to condominium unit owners before execution of the agreement by a condominium association.

3. When determining the adequate amount of property insurance coverage, the association may consider deductibles as determined by this subsection.

(b) During such periods as the association is a developer-controlled association, the association shall exercise its best efforts to obtain and maintain insurance as described in paragraph (a). Failure to obtain and maintain adequate hazard insurance during any period of developer control constitutes a breach of fiduciary responsibility by the developer-appointed members of the board of directors of the association, unless the members can show that despite such failure, they have made their best efforts to maintain the required coverage.

(c) Policies may include deductibles as determined by the board.

1. The deductibles must be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the condominium property is situated.

2. The deductibles may be based upon available funds, including reserve accounts, or predetermined assessment authority at the time the insurance is obtained.

3. The board shall establish the amount of deductibles based upon the level of available funds and predetermined assessment authority at a meeting of the board.

(d) During such times as the association is controlled by unit owners operating as a residential condominium, the association shall use its best efforts to obtain and maintain adequate property insurance to protect the association, the association property, the common elements, and the condominium property that must be insured by the association pursuant to this subsection.

(e) The association may also obtain and maintain liability insurance for directors and officers, insurance for the benefit of association employees, and flood insurance for common elements, association property, and units.

(f) Every property insurance policy issued or renewed on or after January 1, 2009, for the purpose of protecting the condominium must provide primary coverage for:

1. All portions of the condominium property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications.

2. All alterations or additions made to the condominium property or association property pursuant to s. 718.113(2).

3. The coverage must exclude all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit. Such property and any insurance thereupon is the responsibility of the unit owner.

(g) A condominium unit owners policy must conform to the requirements of s. 627.714.

1. All reconstruction work after a property loss must be undertaken by the association except as otherwise authorized in this section. A unit owner may undertake reconstruction work on portions of the unit with the prior written consent of the board of administration. However, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. A unit owner must obtain all required governmental permits and approvals before commencing reconstruction.

2. Unit owners are responsible for the cost of reconstruction of any portions of the condominium property for which the unit owner is required to carry property insurance, and any such reconstruction work undertaken by the association shall be chargeable to the unit owner and enforceable as an assessment pursuant to s. 718.116. The association must be an additional named insured and loss payee on all casualty insurance policies issued to unit owners in the condominium operated by the association.

(h) The association shall maintain insurance or fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks on behalf of the association, and the president, secretary, and treasurer of the association. The association shall bear the cost of any such bonding.

(i) The association may amend the declaration of condominium without regard to any requirement for approval by mortgagees of amendments affecting insurance requirements for the purpose of conforming the declaration of condominium to the coverage requirements of this subsection.

(j) Any portion of the condominium property that must be insured by the association against property loss pursuant to paragraph (f) which is damaged shall be reconstructed, repaired, or replaced as necessary by the association as a common expense. All property insurance deductibles, uninsured losses, and other damages in excess of property insurance coverage under the hazard insurance policies maintained by the association are a common expense of the condominium, except that:

1. A unit owner is responsible for the costs of repair or replacement of any portion of the condominium property not paid by insurance proceeds, if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the declaration or the rules of the association by a unit owner, the members of his or her family, unit occupants, tenants, guests, or invitees, without compromise of the subrogation rights of the insurer.

2. The provisions of subparagraph 1. regarding the financial responsibility of a unit owner for the costs of repairing or replacing other portions of the condominium property also apply to the costs of repair or replacement of personal property of other unit owners or the association, as well as other property, whether real or personal, which the unit owners are required to insure.

3. To the extent the cost of repair or reconstruction for which the unit owner is responsible under this paragraph is reimbursed to the association by insurance proceeds, and, the association has collected the cost of such repair or reconstruction from the unit owner, the association shall reimburse the unit owner without the waiver of any rights of subrogation.

4. The association is not obligated to pay for reconstruction or repairs of property losses as a common expense if the property losses were known or should have been known to a unit owner and were not reported to the association until after the insurance claim of the association for that property was settled or resolved with finality, or denied because it was untimely filed.

(k) An association may, upon the approval of a majority of the total voting interests in the association, opt out of the provisions of paragraph (j) for the allocation of repair or reconstruction expenses and allocate repair or reconstruction expenses in the manner provided in the declaration as originally recorded or as amended. Such vote may be approved by the voting interests of the association without regard to any mortgagee consent requirements.

(l) Intentionally left blank.

(m) In the event that the association votes to opt out of the guidelines for repair or reconstruction expenses as described in paragraph (j), it must record a notice setting forth the date of the opt-out vote and the page of the official records book on which the declaration is recorded. The decision to opt out is effective upon the date of recording of the notice in the public records by the association. If the association has voted to opt out of paragraph (j), it may reverse that decision by the same vote required in paragraph (k), and notice thereof shall be recorded in the official records.

(n) The association is not obligated to pay for any reconstruction or repair expenses due to property loss to any improvements installed by a current or former owner of the unit or by the developer if the improvement benefits only the unit for which it was installed and is not part of the standard improvements installed by the developer on all units as part of original construction, whether or not such improvement is located within the unit. This paragraph does not relieve any party of its obligations regarding recovery due under any insurance implemented specifically for any such improvements.

In witness, we, the undersigned, being the incorporators of this corporation, have, for the purpose of forming this nonprofit corporation under the laws of the State of Florida, executed these articles of incorporation on August 10, 20 10.

  
\_\_\_\_\_  
THE NINE AT BELLEVUE, LLC

By: John Matthew Stewart

As its: Managing Member

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by JOHN MATTHEW STEWART, as Managing member of THE NINE AT BELLEVUE, LLC, who [] is personally known to me [] produced the identification listed below, and is known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 10<sup>th</sup> day of August, 2010.

TIMOTHY D. PADGETT, NOTARY PUBLIC  
My Commission Expires:



TIMOTHY D. PADGETT  
Commission DD 658064  
Expires July 30, 2011  
Bonded Thru Troy Fain Insurance 800-365-7010

7

**ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT**

STATE OF FLORIDA  
OFFICE OF THE SECRETARY OF STATE

The undersigned, having been designated as Agent for the service of process with the State of Florida, upon THE NINE AT BELLEVUE CONDOMINIUM ASSOCIATION, INC., a corporation, organized under the laws of the State of Florida, does hereby accept the appointment as such agent for the above-named corporation.

IN WITNESS WHEREOF, the name of said registered agent is hereunto affixed at Tallahassee, Leon County, Florida, this 10<sup>th</sup> day of August, 2010.

  
\_\_\_\_\_  
TIMOTHY D. PADGETT

**FILED**  
10 AUG 17 PM 4:36  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA