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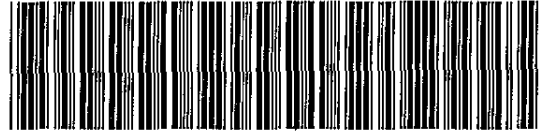
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The Law Offices of
Damiani & Weissman, P.A.

Gregory Damiani • Michael S. Weissman

4558 N. University Drive
Lauderhill, Florida 33351
Telephone (954) 747-5280
Facsimile (954) 747-5290

March 27, 2006

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

Attn: Amendment Section

RE: Amended and Restated Articles of Incorporation
New Name: Bellagio of Fort Lauderdale Condominium Association, Inc.
Old Name: Pinehurst of Broward County Condominium Association, Inc.

Statement of Change of Registered Agent

Dear Sir / Madam:

Please find enclosed Amended and Restated Articles of Incorporation for the above referenced corporation.

Please note this amendment effects a name change.

Please note this amendment reflects new officers.

Please Note this amendment reflects a change in corporate address.

Please find enclosed a statement of change of registered agent.

Please find enclosed a check in the amount of \$70 for filing fees.

Sincerely yours,


Gregory Damiani

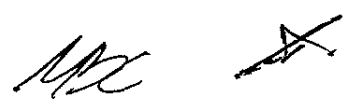
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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BELLAGIO OF FORT LAUDERDALE CONDOMINIUM ASSOCIATION, INC.**
(A Florida Corporation Not for Profit)
**(F/K/A PINEHURST OF BROWARD COUNTY CONDOMINIUM ASSOCIATION,
INC.)**

We, the undersigned, being the Vice President and Assistant Secretary of Pinehurst of Broward County Condominium Association, Inc. a Florida corporation not for profit, in accordance with the Articles of Incorporation and Bylaws do hereby certify:

1. The Association was originally incorporated on December 20, 1979, pursuant to Chapter 617 of the laws of the State of Florida.
2. The originally filed Articles of Incorporation as amended ("Original Articles"), are hereby duly amended and restated in their entirety in accordance with the provisions of Section 617.1007(1), Florida Statutes, and Article X of the Original Articles by the Board of Directors of the Association.
3. These Amended and Restated Articles of Incorporation contain amendments to the Original Articles which require the approval of the members by the affirmative vote of seventy five percent (75%) of the entire membership and sixty percent (60%) of all Directors, pursuant to Article X of the Original Articles.
4. These Amended and Restated Articles of Incorporation were duly adopted by the members of the Association, in accordance with the provisions of the Original Articles by Unanimous Written Consent of the members and directors of the Association dated as of August 4, 2005.
5. These Amended and Restated Articles of Incorporation have been duly executed by the Vice President and Assistant Secretary of the Association on the dates hereinafter set forth on the execution page.
6. As so adopted, these Amended and Restated Articles of Incorporation replace and restate the Original Articles in their entirety and are substituted therefore.

The terms contained in these "Articles" are defined in the Condominium Act, Chapter 718, Florida Statutes, as amended ("Act") through the date of recording the Declaration amongst the Public Records of Broward County, Florida, and shall have the meaning of such terms set forth in such Act, and, for clarification, the following terms will have the following meanings:



A. "Act" means Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording the Declaration amongst the Public Records of the County.

B. "Articles" means these Amended and Restated Articles of Incorporation of the Association.

C. "Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such term is defined in the Declaration) which from time to time are assessed against a Dwelling Unit Owner.

D. "Association" means Bellagio of Fort Lauderdale Condominium Association, Inc., a Florida corporation not for profit, responsible for the Condominium.

E. "Board" means the Board of Directors of the Association.

F. "Bylaws" means the Amended and Restated Bylaws of the Association.

G. "Common Elements" means the portion of the Condominium Property not included in the Dwelling Units.

H. "Common Expenses" means common expenses for which the Dwelling Unit Owners are liable to the Association as defined in the Act and as described in the Condominium Documents and include:


(i) The expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and cost of fire and extended coverage insurance; and

(ii) Any other expenses, not inconsistent with the Act designated as Common Expenses from time to time by the Board.

I. "Common Surplus" means the excess of receipts of the Association collected on behalf of the Condominium (including, but not limited to, Assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.

J. "Condominium" means Bellagio, a Condominium the name given to the residential development, which has been developed by Developer by conversion. The Condominium was formerly known as Pinehurst Condominium.

K. "Condominium Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association, and all of the instruments and documents referred to therein and executed in connection with the Condominium and all amendments to the foregoing.

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L. "Condominium Property" means the real property submitted to condominium ownership pursuant to the Declaration and any amendment or amendments thereto as part of the Condominium and all improvements thereon, subject to any and all easements associated therewith.

M. "County" means Broward County, Florida.

N. "Declaration" means the Amended and Restated Declaration of Condominium of Bellagio Condominium (f/k/a Pinehurst Condominium) recorded or to be recorded in the Public Records of the County, as it may be amended from time to time.

O. "Developer" means Bellagio Partners of Fort Lauderdale, LLC, a Florida limited liability company, its grantees, corporate successors, and assigns. A Dwelling Unit Owner shall not, solely by purchase of a Dwelling Unit be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Dwelling Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

P. "Director" means a member of the Board.

Q. "Dwelling Unit" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership

R. "Dwelling Unit Owner" means "owner" and "unit owner" as defined in the Act and is the owner of a Dwelling Unit and a Member of the Association.

S. "Member" means a member of the Association.

T. "Public Records" means the Public Records of the County.

U. "Purchaser Member" means those Dwelling Unit Owners defined in Paragraph IX.C. herein.

V. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Dwelling Unit owned by more than one (1) owner or by any entity.

W. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

ARTICLE I NAME, PRINCIPAL AND MAILING ADDRESS

The name of this Association is BELLAGIO OF FORT LAUDERDALE CONDOMINIUM ASSOCIATION, INC., whose principal and mailing address is 2755 East Oakland Park Boulevard, Fort Lauderdale, Florida 33306.

ARTICLE II
PURPOSE OF ASSOCIATION

A. 1. The Association shall be the condominium association responsible for the operation of the Condominium subject to the terms and restrictions of the Condominium Documents. Each Dwelling Unit Owner shall be a Member of the Association as provided in these Articles.

2. The purpose for which the Association is organized is to maintain, operate and manage the Condominium, and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein now or in the future, all in accordance with the Condominium Documents and all other lawful purposes.

ARTICLE III
POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers granted to the Association in the Condominium Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, powers with respect to the operation, maintenance, management, repair and replacement of the Condominium Property and the Common Elements and the levying and collection of Assessments for the payment of Common Expenses and the promulgation and enforcement of rules and regulations.

C. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Dwelling Units and the Common Elements);

2. To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Dwelling Unit Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium and the Condominium Property and the payment of Common Expenses and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Condominium Property in accordance with the Declaration and the Act;

4. To reconstruct improvements on the Condominium Property in the event of casualty or other loss;

5. To enforce by legal means the provisions of the Condominium Documents and the Act;

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses of the Condominium, and to enter into agreements for the installation, maintenance, and operation of a "master" television antenna system and a cable television system, if any;

7. To lease or license to persons or entities who are not Members or Dwelling Unit Owners the exclusive or non-exclusive use of Common Elements, as determined within the sole and absolute discretion of the Board.

8. To purchase real and/or personal property as determined by the Association in compliance with the Condominium Documents.

9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Condominium Property in accordance with the Declaration and the Act and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

10. To purchase real and/or personal property as determined by the Association in compliance with the Condominium Documents.

ARTICLE IV MEMBERS

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such Membership, and the manner of voting by Members shall be as follows:

A. Until such time as Declaration is recorded, the membership of this Association shall be comprised solely of the members of the "First Board" (as defined in Article IX hereof).

B. Once the Declaration is recorded, the Dwelling Unit Owner, which shall mean in the first instance Developer as the owner of all the Dwelling Units, shall be entitled to exercise all of the

rights and privileges of the Members. Developer shall be a Member so long as it is the record owner of any Dwelling Unit in the Condominium.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Dwelling Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records whereupon the membership of the prior Dwelling Unit Owner shall terminate as to that Dwelling Unit. Where title to a Dwelling Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Dwelling Unit, shall not be a Member unless and until such acquisition is in compliance with the provisions of the Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Dwelling Unit.

D. No Member may assign, hypothecate or transfer in any manner his or her membership or his or her share in the funds and assets of the Association except as an appurtenance to his or her Unit.

E. With respect to voting, the following provisions shall apply:

1. Each Dwelling Unit shall be entitled to one (1) vote, which vote(s) shall be exercised and cast in accordance with the Declaration and the Condominium Documents. In the event there is more than one (1) owner with respect to a Dwelling Unit as a result of the fee interest in such Dwelling Unit being held by more than one (1) person or entity, such owners collectively shall be entitled to one (1) vote for each Dwelling Unit owned in the manner determined by the Declaration.

2. Matters that require a vote of the Dwelling Unit Owners shall be voted on by the Dwelling Unit Owners and shall be determined by a vote of the majority of such Dwelling Unit Owners in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

3. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

4. Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, (if the question is one upon which, by express provisions of the Act or the Condominium Documents) (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

ARTICLE V TERM

The term for which this Association is to exist shall be perpetual.

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

ARTICLE VI
INCORPORATOR/SUBSCRIBERS

The names of the Incorporator/Subscribers are Pierce Mangurian, Ann Hicks, and Michael S. Mangurian.

ARTICLE VII
OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 3.2 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII
OFFICERS

The names of the officers who are to serve until the next election of officers are as follows:

President	Silvia Ferri
Vice President	Stefano Valsecchi
Secretary	Stefano Valsecchi
Assistant Secretary	Manolo Del Carro

ARTICLE IX
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board," (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be no less than three (3) nor more than seven (7). The number of Directors elected by the Members subsequent to the Developer's Resignation Event shall be as provided in Paragraph K of this Article IX. Except for Developer-appointed Director, Directors must be Members or the spouses, parents or children of Members except that if a Dwelling Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors.

B. The names and addresses of the persons who are currently on the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Silvia Ferri	2755 East Oakland Park Blvd Fort Lauderdale, Florida 33306
Stefano Valsecchi	2755 East Oakland Park Blvd Fort Lauderdale, Florida 33306
Manolo Del Carro	2755 East Oakland Park Blvd Fort Lauderdale, Florida 33306

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles and the Regulations promulgated pursuant to the Act.

C. Upon the conveyance by Developer to Dwelling Unit Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the Dwelling Units (as evidenced by the recordation of deeds), the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph IX.D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this

Paragraph IX.C.

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of certain events.

1. Purchaser Members other than the Developer are entitled to elect not less than a majority of the Board upon the happening of any of the following, whichever shall first occur (reciting the provisions of Sections 718.301(1)(a) - (e), F.S., as required by Rule 61B-17.0012, F.A.C.):

a. Three (3) years after fifty percent (50%) of the Dwelling Units have been conveyed to purchasers;

b. Three (3) months after ninety percent (90%) of the Dwelling Units have been conveyed to purchasers;

c. When all the Dwelling Units have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course or business; or

d. When some of the Dwelling Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

e. Seven (7) years after recordation of the Declaration. Notwithstanding the foregoing, Developer is entitled to elect at least one (1) member of the Board as long as Developer holds for sale in the ordinary course of business at least five percent (5%), in condominiums with fewer than five hundred (500) units, and two percent (2%), in condominiums with more than five hundred (500) units, of the units in a condominium operated by the Association. Following the time Developer relinquishes control of the Association, Developer may exercise the right to vote any Developer-owned units in the same manner as any other Dwelling Unit Owner except for purposes of reacquiring control of the Association or selecting a majority of the members of the Board.

2. Notwithstanding the above Article IX.D (1), Developer shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

F. At the Majority Election Meeting, Purchaser Members shall elect two (2) Directors and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to name the

successor, if any, to any Director it has so designated; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

G. At the first Annual Members' Meeting held after the Majority Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest or next whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

H. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

I. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

J. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the sum of the Dwelling Units for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event." Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

K. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by

the Board from time to time, but there shall not be less than three (3) Directors nor more than seven (7), provided, however, the number of Directors shall always be an odd number.

L. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.

2. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

ARTICLE X POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

A. Making and collecting Assessments against Members to defray the costs of the Common Expenses of the Condominium.

B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.

C. Maintaining, repairing and operating the improvements within the Condominium.

D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Condominium Property.

E. Making and amending rules and regulations with respect to the Condominium.

F. Enforcing by legal means the provisions of the Condominium Documents.

G. Contracting for the management and maintenance of the Condominium Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.



H. Paying taxes and assessments which are or may become liens against the Common Elements of the Condominium and assessing the same against Dwelling Units within the Condominium, the Dwelling Unit Owners of which are responsible for the payment thereof.

I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents and acquiring one insurance policy to insure the Condominium Property and to allocate the premiums therefor in a fair and equitable manner.

J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property and not billed directly to Dwelling Unit Owners.

K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

L. Engaging in mandatory nonbinding arbitration as provided for in Section 718.112(2)(a)2 of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(a)2 and 718.1255 are incorporated by reference herein.

M. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Homes, and updating the question and answer sheet at least annually.

N. Maintaining an adequate number of copies of the Condominium Documents, as well as the question and answer sheet referred to in Paragraph X.M. above, on the Condominium Property to ensure their availability to Dwelling Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

O. Ensuring that the following contracts shall be in writing:

(i) Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.

(ii) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums.

P. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

Q. All other powers and duties reasonably necessary to operate and maintain the Condominium in compliance with the Condominium Documents and the Act.

Handwritten initials "MPC" and a signature.

ARTICLE XI
INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including Legal Fees (as defined within Declaration) reasonably incurred by or imposed upon him or her or them, as applicable, in connection with any proceeding, litigation or settlement in which he/she may become involved by reason of his or her being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he or she is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to, Developer.

ARTICLE XII
BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular article or articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such Amendments and shall be an exhibit to the upon the recording of the declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

B. After the recording of the Declaration amongst the Public Records, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members ("Required Notice");

3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon; or

4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of a meeting, those Members not submitting their written consent shall be notified in writing of the passage thereof.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and after the recordation of the Declaration, recorded amongst the Public Records as an amendment to the Declaration.

E. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer, nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Dwelling Unit or of any "Institutional Mortgagee" (as defined in the Declaration) without its prior written consent.

ARTICLE XIV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

Handwritten initials "MPC" and a signature.

A. During any emergency defined in Paragraph XIV.E below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and
2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph XIV.E below:

1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and
2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIII to further the ordinary affairs of the Association:

1. Binds the Association; and
2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV. if a quorum of the Directors cannot readily assemble because of a catastrophic event.

ARTICLE XV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association is 2755 East Oakland Park Boulevard, Fort Lauderdale, Florida 33306 and the initial registered agent of the Association at that address shall be Stefano Valsecchi.



The undersigned, being the President and Secretary of the Association, hereby affirm that the foregoing Amended and Restated Articles of Incorporation were duly adopted by the Board of Directors and Members of the Association on the 16 day of Feb 2006.

By: [Signature]
Stefano Valsecchi, Vice-President

Attest: [Signature]
Manolo Del Carro, Assistant, Secretary

The undersigned hereby accepts the designation of Registered Agent of Bellagio of Fort Lauderdale Condominium Association, Inc. as set forth in Article XV of these Amended and Restated Articles of Incorporation and acknowledges that she is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

[Signature]
Stefano Valsecchi

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Stefano Valsecchi and Manolo Del Carro, the Vice President and Assistant Secretary of BELLAGIO OF FORT LAUDERDALE CONDOMINIUM ASSOCIATION, INC. and who executed the foregoing Amended and Restated Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed. Stefano Valsecchi and Manolo Del Carro is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 16 day of FEB, 2006.

[Signature]
Notary Public
State of Florida at Large

Typed, printed or stamped name of Notary

My Commission Expires:

