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**DECLARATION  
OF CONDOMINIUM  
FOR  
HOLIDAY COVE RV RESORT, A LAND CONDOMINIUM**

**THIS DECLARATION**, is made this \_\_\_\_ day of \_\_\_\_\_, 2008, by Holiday Cove RV Resort, LLC, a Florida limited liability company ("Developer" or "Declarant") and joined in by Holiday Cove RV Resort Condominium Association, Inc., a Florida corporation not for profit (the "Association"), and Whitney National Bank ("Lender").

1. General Description. Holiday Cove RV Resort is located in Manatee County, Florida, at 11900 Cortez Road West, Cortez, Florida 34215. Holiday Cove RV Resort consists of one (1) club house building, one (1) laundry center structure, heated pool, boat docks and ninety-seven (97) units each consisting as a parcel of land (but not vertical improvements constructed on the units), as described in this Declaration of Condominium.

2. Introduction and Submission.

2.1 The Land. The Developer owns the fee title to certain land located in Manatee County, Florida, as more particularly described in Exhibit "A" annexed hereto (the "Land"). Developer acquired title to the Land by that certain Warranty Deed recorded in Official Records Book 2227, Page 6003, of the Public Records of Manatee County, Florida. The "Land" also includes the rights and easements appurtenant to the property described in Exhibit "A".

2.2 Submission Statement. The Developer hereby submits the Land and all improvements erected or to be erected thereon, all rights and appurtenances belonging thereto, and all other property, real, personal or mixed, now or hereafter situated on or within the Land other than on the Units, but excluding all public and private (e.g., cable television) utility installations therein or thereon owned by the utility or entity furnishing services to the Condominium to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act, or any rules or regulations promulgated pursuant thereto, except as described herein.

2.3 Name. The name by which this condominium is to be identified is Holiday Cove RV Resort, a land condominium (hereinafter called the "Condominium"), with an address of 11900 Cortez Road West, Cortez, Florida 34215.

3. Definitions. The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

3.1 "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date this Declaration is recorded in the Public Records of Manatee County, Florida.

3.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended from time to time.

- 3.3 "Assessment" means a share of the funds which are required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.
- 3.4 "Association" or "Condominium Association" means Holiday Cove RV Resort Condominium Association, Inc., a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.
- 3.5 "Association Property" means the property, real and personal, to which title or ownership is vested in the Association for the use and benefit of its members.
- 3.6 "Board" or "Board of Directors" means the representative body which is responsible for administration of the Association.
- 3.7 "Boat Slip User" means any party who has been granted the right to use a Boat Slip.
- 3.8 "Boat Slips" mean those certain boat slips located on the property numbered D1 through D36 on Sheet 2 of the Survey, Graphic Description and Plot Plan described in Exhibit B. Developer owns the submerged bottom of the real property located beneath the Boat Slips. Therefore, the Boat Slips and docks are not subject to a submerged land lease with the Department of Environmental Protection. Developer reserves the exclusive right to sell the use of the Boat Slips to Unit Owners (and to reserve any unsold Boat Slips for use by Developer and any of the members of Developer). The Boat Slips are being submitted to Condominium Ownership, and will be subject to the exclusive use of the Unit Owner to whom the respective Boat Slip use rights have been granted, or the Developer relative to any Boat Slips reserved by Developer. Any Boat Slip and the docks providing access thereto, the use of which has been granted to a particular Unit Owner, will constitute a Limited Common Element.
- 3.9 "Building" means the clubhouse and laundry center structure situated on the Condominium Property and any other structures to be constructed and situated on the Condominium Property.
- 3.10 "By-Laws" means the By-Laws of the Association, as they exist from time to time.
- 3.11 "Common Elements" means and includes: The portions of the Condominium Property including, without limitation, the following items:
- (a) Easements through Units for Recreational Vehicle hookups, conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services and/or heating, cooling, ventilation or other services to each Unit or to the Common Elements, together with related property and installations.
  - (b) The property and installations required for the furnishing of utilities and other services to each Unit or to the Common Elements.
  - (c) The Boat Slips, clubhouse, pool, laundry center, shuffleboard courts, maintenance areas, access ways, common dock and trailer storage area, as more particularly shown in Exhibit "B" to this Declaration, and the pool equipment located on the Condominium Property.
  - (d) The surface water management system for the Land.
  - (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration or the Act.
- 3.12 "Common Expenses" mean all expenses incurred by the Association for the Condominium and charges assessed or imposed against Units in the Condominium by the Association as set forth in this Declaration and the Act.

- 3.13 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.
- 3.14 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 3.15 "Condominium Property" means the land, improvements and other personal property described in Section 2.1 hereof, subject to the limitations thereof and exclusions provided for in this Declaration.
- 3.16 "County" means the County of Manatee, State of Florida.
- 3.17 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 3.18 "Developer" means Holiday Cove RV Resort, LLC, a Florida limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis.
- 3.19 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Building, pool and shuffleboard courts, however, excluding any building or improvements located within the Units.
- 3.20 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), any other lender generally recognized as an institutional lender, or the Developer, any of which holds a first mortgage on a Unit or Units or any of the above and any and all investors, or the successors and assigns of such investors which have loaned money to Developer to acquire, or construct improvements upon the Property and who have a mortgage lien on the Property securing such a loan. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units by which greater than one-half (1/2) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are encumbered.
- 3.21 "Limited Common Elements" means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.
- 3.22 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owned to any other Institutional First Mortgagee.
- 3.23 "Recreational Vehicle" means a recreational vehicle-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle as further specified and defined in Sections 320.01 and 513.01, Florida Statutes.
- 3.24 "Unit Owner" or "Owner of a Unit" means the record owner of legal title to a Condominium Parcel.

- 3.25 "Unit" means the land that is a part of the Condominium Property which is subject to exclusive ownership. Improvements may be constructed on the Units, but the improvements constructed on the Units shall not be a part of the Unit for purposes of this Declaration or the Act, as the Unit consists of only land within the Unit. However, a deed or mortgage or other instrument relating to the transfer and/or encumbrance of a Unit shall include, unless a specific provision to the contrary is contained in the instrument, any building or Improvements within the Unit.
- 3.26 "Utility Service" means and is intended to include, but not be limited to, electric, cable, phone, water and sewage disposal.

4. Recreational Facilities. The approximate location of the recreational facilities is indicated on the Survey, Graphic Description, and Plot Plan contained herein as Exhibit "B" to the Declaration and is located on the lands legally described in Exhibit "A" attached to the Declaration. The recreational facilities will be used only by Unit Owners of the Condominium and their guests and invitees. Developer shall have the right to expand or add recreational facilities to the Condominium without the approval of Unit Owners or the Association. The following recreational facilities will be submitted to Condominium ownership:

- (a) A heated swimming pool as depicted in the Survey, Graphic Description and Plot Plan attached as Exhibit "B".
- (b) Shuffleboard courts as depicted in the Survey, Graphic Description and Plot Plan attached as Exhibit "B".
- (c) A Clubhouse as depicted in the Survey, Graphic Description and Plot Plan attached as Exhibit "B".

The Unit Owners shall have an obligation to pay assessments to the Association for the payment of expenses for maintenance, repair, replacement and insurance for such recreational facilities constructed as Common Elements of the Condominium, based on a pro-rata fractional basis. There is a lien right against each Unit to secure the payment of assessments or other exactions coming due for the use, maintenance, upkeep or repair of the recreational facilities constructed as Common Elements of the Condominium. The Unit Owner's failure to make these payments may result in foreclosure of the lien.

5. Description of Condominium.

- 5.1 Survey, Graphic Description and Plot Plan. The Survey, Graphic Description, and Plot Plan attached hereto and made a part of this Declaration include the following in Exhibit "B": plot plan, survey, graphic description and legal description of the Condominium.

All of the above are hereinafter referred to as the "Survey".

At the date of recording of this Declaration, Exhibit "B" is in sufficient detail to identify the location, dimensions and size of each Unit and the location, dimensions and locations of improvements within the Common Elements and Limited Common Elements. Accordingly, the condominium as represented in the Survey has been certified by a Florida Registered Land Surveyor indicating statutory compliance with Section 718.104(4)(e), Florida Statutes.

- 5.2 Identification of Units. The Condominium Property consists of the Land together with the Building and other Improvements constructed thereon, which includes the Units, Common Elements and Limited Common Elements (but not buildings or improvements located within a Unit). Each Unit is identified by a separate numerical designation. The designation of each of such Units is set forth on Exhibit "B" attached hereto. Exhibit "B," together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace 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, provided that an easement in airspace which is vacated shall be terminated

automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.

5.3 Unit Boundaries. Each Unit shall have the following boundaries:

- (a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
  - (i) Upper Boundary: The upper boundary is that of an owner in fee simple of real property and is otherwise unlimited.
  - (ii) Lower Boundary: The lower boundary is that of an owner in fee simple of real property and is otherwise unlimited.
- (b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the boundary lines of the Unit as shown on the Survey.
- (c) Exceptions and Conflicts. In the case of any conflict between the boundaries of the Unit as above described and the dimensions of the Unit shown on Exhibit "B," the above provisions describing the boundary of a Unit shall control, it being the intention of this Declaration that the actual boundaries of the Unit as above described shall control over erroneous dimensions contained in Exhibit "B" attached hereto, and in the event it shall appear that any dimension shown on Exhibit "B" attached hereto is erroneous the Developer or the President of the Association shall have the right to unilaterally amend the Declaration to correct such survey, and any such amendment shall not require the joinder of any unit owner or Institutional First Mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Unit. In the case of Unit boundaries not adequately described as provided above, the survey of the Units contained in Exhibit "B" shall control in determining the boundaries of a Unit. In the case of any conflict between the language of this Declaration describing the boundaries of any Unit, and in the language contained on Exhibit "B" describing the boundaries of a Unit, the language of this Declaration shall control.

5.4 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

- (a) Boat Slips. Each assigned Boat Slip shall be a Limited Common Element which use shall be limited to the owner of said Unit.
- (b) Mortgage Provision. Anything to the contrary in this Declaration notwithstanding, in the event a Unit Owner mortgages his Unit, together with his Limited Common Elements (whether or not ordinarily fully assignable apart from the Unit), such Limited Common Elements shall not be assignable apart from the Units unless they are released from the lien of such mortgage.

5.5 Easements. The following easements are hereby created (in addition to any easements created under the Act):

- (a) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for Recreational Vehicle hookups to utility, water and sewer services, as well as for utility, cable television, communication systems, other services and drainage and water management in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications, other service, or water management facilities or drainage facilities or the use of these easements. The Association or its designee shall have a right of access to each Unit during reasonable hours to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communication systems, service

and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except as necessary to prevent damage to the common elements or to another unit or units, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit.

- (b) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (iv) any repair or restoration of the Improvement (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall exist.
- (c) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.
- (d) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction of improvements thereon, or on any part thereof, or on any Improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes where the Association fails to do so or where the Developer, in its sole discretion, determines that it is required to do so. Notwithstanding the foregoing, this easement shall at all times be subject to the applicable provisions of the Act.
- (e) Sales Activity. For as long as Developer holds a unit for sale in the ordinary course of business, the Developer, its designees, nominees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for models and sales and construction offices, to show model Recreational Vehicles and use Units as guest areas and to show and use the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease.
- (f) Additional Easements. The Developer (as long as it owns any Units and prior to the turnover of control of the Association to the Unit Owners) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as its attorney-in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, telephone, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities or water management facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of

carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

6. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

7. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.

7.1 Fractional Ownership and Shares. The ownership of each Unit shall include an undivided interest in the Land and other Common Elements as defined in Section 718.108 of the Florida Statute, and shall include undivided shares in the Common Elements which are appurtenant to each Unit. The proportions and manner of sharing Common Expenses and owning Common Surplus shall be apportioned equally among the Unit Owners. Each Unit's share of Common Expenses and Common Surplus shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units within the Condominium.

In the event two (2) or more Units shall be combined to create one (1) Unit, the new Unit shall be attributed a share equal to the number of combined Units.

7.2 Voting. Each Unit shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the respective By-Laws and Articles of Incorporation of the Association. In the event two (2) or more Units shall be combined to create one (1) Unit, the Owner shall be entitled to cast a number of votes equal to the number of combined Units. Each Unit Owner shall be a member of the Association.

8. Amendments. Except as elsewhere provided herein, amendments may be effected as follows:

8.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by the owners of not less than two-thirds (2/3) of the Units in the Condominium. Except as elsewhere provided, approvals must be by affirmative vote of:

(a) Unit Owners in excess of 50% of the Units in the Condominium and by not less than 66 2/3% of the Board of Directors of the Association; or

(b) Unit Owners in excess of 66 2/3% of the Units in the Condominium.

8.2 By the Developer. The Developer, during the time it has the right to elect a majority of the Board of Directors of the Association, may amend the Declaration, the Articles of Incorporation or the By-Laws of the Association to correct an omission or error, or make any other amendment, except that this procedure for amendment cannot be used if such an amendment would materially and adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent in writing. The Developer reserves the right to amend this Declaration for one or any combination of the following purposes:

(a) To depict all of the improvements existing on the Condominium Property; to depict all Common Elements and Limited Common Elements on the Condominium Property; to comply with the requirements of any federal, state or local law, government, quasigovernment, agency or government-

related corporation, including, without limitation, the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or the provisions of the Fair Housing Act of 1968 as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C., Section 3601-3631 (the "FHAA"); and to amend this Declaration to modify and correct any typographical and/or scrivener's errors.

- (b) To conform to the requirements of any institutional mortgagee or government agency willing to make, purchase or insure mortgage loans secured by Units or any portion of the Properties.
- (c) To conform this Declaration to the requirements of any valid statute, rule or regulation affecting the subject matter hereof; or
- (d) For the purposes set forth and pursuant to the provisions of Section 718.104 (4) (e) Florida Statutes; or
- (e) For the purposes set forth and pursuant to the provisions of Section 718.110(5), Florida Statutes.
- (f) An amendment pursuant to Section 11. 2 and Section 12 of this Declaration.

8.3 Execution and Recording. In order to be effective, an amendment to the Declaration, other than amendments made by the Developer alone pursuant to the Act or this Declaration, must be properly recorded in the public records of the county where the Declaration is recorded. The amendment should be recorded with a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer should also be evidenced by a similar certificate executed by the Developer alone.

8.4 Proviso. Unless otherwise provided specifically to the contrary in this Declaration (and in that event, notwithstanding anything to the contrary set forth herein, a majority of total voting interests shall be required, unless a lesser vote is required by any governmental entity), no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion or percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the record owner(s) thereof, and all record owners of liens on the Unit join in the execution of the amendment and unless all the record owners of all other Units approve the amendment. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of units or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Association without the consent of said Developer and mortgagees in each instance; any mortgagee consent shall not be unreasonably withheld. No amendment shall make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation", which amendment materially affects the rights or interests of the primary Institutional First Mortgagee, unless the Primary Institutional First Mortgagee shall join in the amendment. Such joinder shall not be unreasonably withheld. The provisions of this Section 8.4 may not be amended in any manner. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision ... for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

9. Maintenance and Repair of Units. All maintenance, repairs and replacements of, in or to any Unit, whether ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of any Recreational Vehicle shall be performed by the owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary

herein. Maintenance, repairs and replacement responsibilities of a Unit Owner at the Unit Owner's sole cost and expense shall include maintenance, repair and replacement of any improvements constructed on any Limited Common Element, including but limited to the Boat Slip(s) and/or docks subject to the exclusive use of the Unit Owner including the wiring, electrical outlets, water services, fixtures and light bulbs on the Boat Slip(s) or docks. All maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

- 9.1 Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefore, all maintenance, repairs and replacements in or to the Common Elements (including electrical hookups, utility, wiring and water services) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owner(s). The Association shall perform all maintenance, repairs and replacements to the Boat Slips and docks and shall assess and collect such costs and charges incurred for said maintenance to the Owner of each specific Boat Slip and/or dock for which the maintenance and repairs were performed. The Association shall have a lien for such costs and charges as elsewhere provided, and shall enforce said liens in accordance with this Declaration and applicable law. However, the Association shall not be responsible for maintenance, repair and/or replacement to any improvements constructed on the Boat Slips or docks as referenced in Paragraph 9 above.

10. Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) costing in excess of \$10,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$10,000 or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

11. Additions, Alterations or Improvements by Unit Owner.

- 11.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, a Unit or any Limited Common Element, without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit, or Limited Common Elements within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. Notwithstanding the foregoing, the Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to specifications as to color, style and other factors deemed relevant by the Board. The Board may, subject to the Act and upon the vote of a majority of the voting interests of the Condominium, install hurricane shutters and may maintain, repair, or replace the shutters, whether on or within the Common Elements, or Association Property. The Board may operate hurricane shutters installed pursuant to this subsection without permission of the Unit Owners only when such operation is necessary to preserve and to protect the Condominium Property and the Association Property. The expense of installation, replacement, operation, repair, and maintenance of hurricane shutters by the Board as provided in this subsection shall be a Common Expense and shall be collected subject to the provisions of the Act.

The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board.

11.2 Additions, Alterations or Improvements by Developer. The foregoing restrictions of this Section 11 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent of the Board or the other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto.

12. Changes in Developer-Owned Units. Without limiting the generality of the provisions of paragraph 11.2 above, the Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing.

13. Operation of the Condominium by the Association; Powers and Duties.

13.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and By-Laws of the Association (respectively, Exhibits "C" and "D" annexed hereto), as amended from time to time. In addition, the Association shall have the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements therein, or of any portion of a Unit maintained by the Association pursuant to this Declaration, or at any time as necessary, for making emergency repair therein to prevent damage to the Common Elements or a Unit or Units.
- (b) The power to make and collect Assessments and other charges against Unit Owners and to regulate, administer, lease, maintain, repair and replace the Common Elements.
- (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at all reasonable times upon prior request.
- (d) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of the Developer) 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 Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefore mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, provided further that no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.
- (f) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property.

- (g) The power to charge a fee for the exclusive use of Common Elements (other than Limited Common Elements) or Association Property to any Unit Owner being granted, by the Association, a right to such exclusive use.
- (h) The power to convey a portion of the Common Elements to a condemning authority acquiring such Common Elements for the purposes of providing utility easements, right-of-way expansion or other public purposes, whether such acquisition is the result of negotiation or of eminent domain proceedings.
- (i) All of the powers which a corporation not-for-profit in the State of Florida may exercise.

In the event of conflict among the powers and duties of the Association as set forth in this Declaration and the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

- 13.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by, or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 11.1 hereof. Further, the Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where such insurance is not required to be obtained or maintained by the Association when the Association is in compliance with applicable provisions of the Act, this Declaration and the Articles and By-Laws of the Association.
- 13.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.
- 13.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record owners of the Unit is specifically required by this Declaration or by law.
- 13.5 Acts of the Association. Unless the approval or action of Units and/or a certain specific percentage of the Board of Directors of the Association is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.
- 13.6 Eligibility for Board Membership. Except for members of the Board of Directors of the Association who are appointed by the Developer, as provided in the Bylaws of the Association, all members of the Board of Directors shall be Unit Owners or the spouses of Unit Owners.

14. Determination of Common Expenses and Fixing of Assessments Therefore. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserve for (if required by law) the operation, maintenance, repair, and replacement of the Common Elements, the costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistently with the provisions of the By-Laws.

15. Collection of Assessments.

15.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while that person is the Unit Owner. In the case of a voluntary conveyance, the Unit Owner shall be jointly and severally liable with the previous Unit Owner for all unpaid Assessments for the share of the Common Expenses that come due up to the time of the conveyance, without prejudice to any right the Unit Owner may have to recover from the previous owner the amounts paid by the Unit Owner. The Unit Owner acquiring title shall pay the unpaid Assessments to the Association within thirty (30) days of the transfer of title. Failure to pay the full amount owed to the Association within such thirty (30) days shall entitle the Association to record a claim of lien in the Public Records of the County and to proceed in the same manner for the collection of unpaid assessments as in Section 15.2. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

15.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but there shall be a late charge in an amount not to exceed the greater of (i) \$2.00 per day up to a maximum of \$25.00 for any sums not paid within ten (10) days of the date due or (ii) five percent (5%) of each installment of the assessment not paid within ten (10) days of the date due. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel, with interest, and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective as of the date of the recording of this Declaration and shall be evidenced by the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record owner, the name and address of the Association, the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon, and costs and attorneys fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

15.3 Developer Reserve Liability. Prior to turnover of control of the Association to the unit owners, the Developer may vote to waive the reserves or reduce the funding of reserves for the first two (2) fiscal years of the Association's operation, beginning with the fiscal year in which the initial declaration is recorded,

with the vote taken each fiscal year and such vote to be effective for only one annual budget, after which time reserves may be waived or reduced only upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the Association.

- 15.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.
- 15.5 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.
- 15.6 Institutional First Mortgagee. In the event an Institutional First Mortgagee or its successor or assignee shall obtain title to the Unit as a result of foreclosure of its mortgage pursuant to proceedings in which the Association has been properly named as a junior lienholder, or as a result of a deed given in lieu of foreclosure or in satisfaction of debt, such Institutional First Mortgagee, its successors and assigns, shall only be liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such Condominium Parcel which became due during the six (6) months immediately preceding acquisition of title as a result of the foreclosure (provided the Association has been properly named as a defendant junior lienholder) or the acceptance of such deed. In no event shall such Institutional First Mortgagee be liable for more than one percent (1%) of the original mortgage debt. Such unpaid share of Common Expenses or Assessments or other charges shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.
- 15.7 Developer's Liability for Assessments. The Developer shall be excused from payment of its share of the Common Expenses as to the Units and Limited Common Elements owned by the Developer during the "Guaranty Period," which is the period commencing upon the recording of this Declaration until two (2) years after initial recording of this Declaration. During the period of time when the Developer is excused from paying its share of the Common Expenses, the Developer shall be obligated to pay the difference between the Association's Common Expenses and the sums collected for Common Expenses from Unit Owners other than the Developer. For purposes of this Section, income to the Association other than Assessments (as defined herein and in the Act) shall not be taken into account when determining the deficits to be funded by the Developer. After the Guaranty Expiration Date, the Developer shall have the option of extending the guaranty for up to two (2) consecutive one- (1-) year periods by written agreement with a majority of non-Developer Unit Owners on the same terms or paying the share of Common Expenses and Assessments attributable to Units and Limited Common Elements it is then offering for sale. No funds receivable from Unit purchasers or Owners payable to the Association or collected by the Developer on behalf of the Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the Estimated Operating Budget referred to above, shall be used for the payment of Common Expenses prior to the Guaranty Expiration Date. This restriction shall apply to funds including, but not limited to, capital contributions or start-up funds collected from Unit purchasers at closing. Notwithstanding anything to the contrary contained herein, after the Guaranty Period, capital contributions or start-up funds collected from Unit purchasers at closing may

be used to reimburse Developer for start-up expenses of the Association, or otherwise as the Association shall determine from time to time and need not be restricted or accumulated.

Prior to turnover of control of the Association to the unit owners, the Developer may vote to waive the reserves or reduce the funding of reserves for the first two (2) fiscal years of the Association's operation, beginning with the fiscal year in which the initial declaration is recorded, after which time reserves may be waived or reduced only upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the Association.

- 15.8 Certificate of Unpaid Assessments. Within fifteen (15) days after receiving a written request by a Unit Owner, a purchaser or mortgagee of a Unit, the Association shall provide a certificate signed by an officer or agent of the Association stating all assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.
- 15.9 Installments. Regular Assessments shall be collected quarterly, in advance, by the Association.
- 15.10 Use of Common Elements. The Association shall not charge any fee against a Unit Owner for the use of the Common Elements or Association Property unless such use is the subject of a lease between the Association and the Unit Owner.

16. Insurance. Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

16.1 Purchase, Custody and Payment.

- (a) Purchase. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
- (b) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.
- (c) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).
- (d) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.
- (e) Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Units, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

16.2 Coverage. The Association shall use its best efforts to maintain insurance covering the following:

- (a) Casualty. (i) The Building (including all fixtures, installations or additions comprising that part of the Building and required by the Act to be insured under the Association's policy(ies), but excluding all furniture, furnishings, floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and (ii) all Improvements located on the Common Elements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof, excluding foundation and excavation costs. Boat slips and docks shall be considered Insured Property for which the Association shall maintain coverage, however, the cost of such coverage shall be assessed and collected to each specific Unit for which such additional insurance coverage applies as allocable to each Boat Slip and dock. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:
- (i) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and
  - (ii) Such Other Risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.
- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, \$300,000 per person and \$100,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.
- (c) Worker's Compensation and other mandatory insurance, when applicable.
- (d) Flood Insurance if required by the Primary Institutional First Mortgagee or if the Association so elects.
- (e) Fidelity Insurance, covering all directors, officers, employees and management agents of the Association who control or disburse Association funds, if any, such insurance to be in an amount not less than as required by the Act.
- (f) Association Property. Appropriate additional Policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- (g) Such other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are

not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

- 16.3 Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be canceled or substantially modified without at least forty-five (45) days prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations) without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.
- 16.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 16.5 Unit Owner Coverage. Unit Owners shall obtain and maintain at all times, individual casualty and general liability policies insuring the property lying within the boundaries of their Unit and for their personal liability arising in the use of their own Unit and other areas of the Common Elements for which they have exclusive use, or for which they have an obligation to repair or replace.
- 16.6 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may, but need not, be designated by the Board of Directors. References herein to the Insurance Trustee shall be deemed to apply to the Board of Directors if it elects to serve in such function pursuant to Section 16.11 hereof. The Insurance Trustee shall not be liable for payment of premiums, nor for 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 Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:
- (a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit.
  - (b) Mortgagees. 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 for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.
- 16.7 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:
- (a) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefore.
  - (b) Reconstruction or Repair. If the damaged property 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 herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

- (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 16. 6 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.
- (d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

- 16.8 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- 16.9 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.
- 16.10 Benefit of Mortgagees. Certain provisions in this Section 16 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.
- 16.11 Insurance Trustee Optional. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails to or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.
- 16.12 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

17. Reconstruction or Repair After Fire or Other Casualty,

- 17.1 Determination to Reconstruct or Repair. Except as provided below, in the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) 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.

The Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, if any of the following occur: (i) the total estimated cost of repairs necessary to restore the condominium

improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all Units after completion of the repairs, and eighty percent (80%) of the Unit Owners authorize, as specified below, a plan of termination, or (ii) it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations, and eighty percent (80%) of the Unit Owners authorize, as specified below, a plan of termination, or (iii) eighty percent (80%) of the Unit Owners elect not to proceed with repairs or restoration and authorize, as specified below, a plan of termination, and all Institutional First Mortgagees holding a mortgage lien affecting a Condominium Parcel for which the plan of termination will result in less than the full satisfaction of the mortgage lien affecting the Condominium Parcel authorize, as specified below, a plan of termination and not more than ten percent (10%) of the Unit Owners have rejected the plan of termination by negative vote or by providing written objections thereto.

In the event of partition, the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the Boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to that portion of the Insured Property lying within the boundaries of the Unit), provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

The plan of termination shall be in writing, executed in the same manner as a deed, by eighty percent (80%) of Unit Owners and by the termination trustee and shall specify the following:

- (a) The name, address and powers of the termination trustee.
- (b) A date after which the plan of termination is void if it has not been recorded.
- (c) The interests of the respective Unit Owners in the Common Elements, Common Surplus and other assets of the Association.
- (d) The interests of the respective Unit Owners in any proceeds from any sale of the Condominium Property.
- (e) Any interests of the respective Unit Owners in insurance proceeds or condemnation proceeds that are not used for repair or reconstruction at the time of termination.

A copy of the proposed plan of termination shall be given to all Unit Owners, in the same manner as for notice of an annual meeting, at least fourteen (14) days prior to the meeting at which the plan of termination is to be voted upon or prior to or simultaneously with the distribution of the solicitation seeking execution of the plan of termination or written consent to or joinder in the plan. A Unit Owner may document assent to the plan by executing the plan or by consent to or joinder in the plan in the manner of a deed. A plan of termination and the consents or joinders of Unit Owners and, if required, consents or joinders of mortgagees must be recorded in the public records of any county in which any portion of the Condominium is located. The plan is effective only upon recordation or at a later date specified in the plan.

- 17.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and the applicable building and other codes, and if the damaged property which is to be altered is the Building, by not less than eighty percent (80%) of the Unit Owners.

17.3 Special Responsibility. If the damage is only to those parts of the optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

- (a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit 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:
  - (i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction funds, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.
  - (ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
  - (iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be distributed to Owners of the Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Property. All proceeds must be used to effect repairs to the Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.
  - (iv) 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 relating to 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 part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.
  - (v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the

disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional 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, nor to determine the payees nor the amounts to be paid. 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 names of the payees and the amounts to be paid.

- 17.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected 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 Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements.
- 17.5 Benefit of Mortgagees. Certain provisions in this Section 17 are for the benefit of mortgagees of Units and may be enforced by any of them.

18. Condemnation.

- 18.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for the taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee (if appointed).
- 18.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.
- 18.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 18 specifically provided.
- 18.4 Unit Size Reduced but Remains Usable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made usable for Recreational Vehicle and occupancy purposes (in the sole opinion and discretion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:
- (a) Restoration of Unit. The Unit shall be made usable for Recreational Vehicle and occupancy purposes. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be due from the Owner of the Unit.
  - (b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

- 18.5 Unit Made Unusable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made usable for Recreational Vehicle and occupancy purposes (in the sole opinion and discretion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:
- (a) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages, in connection with each Unit which is not so usable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.
  - (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefore shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.
  - (c) Assessments. If the balance of the award (after payments to the Unit Owners and such Owners' mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.
  - (d) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of The Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation and the Act. Except as may be provided otherwise in the Act, the cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.
- 18.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.
- 18.7 Amendment of Declaration. The changes in Units and in the Common Elements that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is required to be approved by, and executed upon the direction of no less than a majority of Unit Owners.

19. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

19.1 Provisions for all Units.

Alterations. No Unit Owner shall cause or allow construction of vertical improvements or the existence of permanent fixtures or improvements on any Unit, Limited Common Element or Common Element except as otherwise provided in the Declaration. Unit Owners may landscape their Unit upon written approval of the Association.

Antennae, etc. No aerial or antenna shall be placed or erected upon any Unit, Limited Common Element, Common Element or Recreational Vehicle located on a Unit. A satellite dish may exist on a Unit if properly mounted on a Recreational Vehicle.

Repair and Storage. No maintenance or repair shall be performed upon any boat or motor vehicle not owned or controlled by the Association or the Developer on the Condominium Property except for normal repair to a Recreational Vehicle which is limited to routine engine and interior repair.

Clothes Lines. No portion of any Unit or of the Common Elements or Limited Common Elements shall be used as a drying or hanging area for laundry of any kind.

Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.

No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 19.1.

Increase Insurance Premium. No Owner, tenant or other occupant shall permit or suffer anything to be done or kept in a Unit or in the Common Elements or the Limited Common Elements which will increase insurance rates on any Unit or on the Condominium Property.

Sales Activity. Until the Developer has closed on the sale of all of the units of the Condominium, neither the Unit Owners nor the Association shall interfere with the sale of units.

Occupancy. Each Unit shall be used as a single family temporary recreational residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families: (i) the individual Unit Owner, (ii) a designee of such corporation or of such partnership, as the occupant of the Unit, (iii) the fiduciary or beneficiary of such fiduciary designated as the occupant of the Unit, (iv) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be or (v) invited guests of the Unit Owner. Occupants of an approved leased or subleased Unit must be an individual lessee or sublessee and such persons' families who reside with them. The provisions of this subsection shall not be applicable to Units used by the Developer for models, sales offices or management services.

The number of persons permitted to occupy a Recreational Vehicle located on a Unit shall be limited to the number of sleeping accommodations contained within the Recreational Vehicle. In no case shall the number of people exceed eight (8) within a single Recreational Vehicle located on a Unit.

As used herein, "family" or words of similar import shall be deemed to include a spouse and children or a single parent of an owner permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. Unless otherwise determined by the Board of Directors of the Association, a person(s) occupying a Unit without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 19 and the Board of Directors of the Association shall enforce, and the Unit Owners shall comply with these restrictions with due regard for such purpose. There are no restrictions on children in this Condominium.

Pets. Pets shall not be permitted to become nuisances to Unit Owners or occupants of units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines. Pets, birds and fish shall neither be kept nor maintained in or about the Condominium Property except with the prior written consent of the Condominium Association and then only in accordance with the provisions of the Declaration and the following:

- (1) Except for fish, each Unit owner (regardless of the number of Owners), may maintain three (3) household pets in a Unit, to be limited to domestic dogs, domestic cats, or caged birds or one (1) fish tank, provided they are not kept, bred or maintained for any commercial purpose and do not become a nuisance or annoyance to neighbors. Unit owners must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may not be kept on a Limited Common Element. Pets may be exercised only in areas designated for such purpose by the Board of Directors. No pets shall be allowed on the pool deck or pool area. No dog or cat shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. No dog shall be of a dangerous breed or disposition. A variance to the number of pets allowed may be granted (or withheld) by the Board of Directors in its sole discretion.
- (2) No reptiles, amphibians or wildlife shall be kept in or on the Condominium Property (including Units).
- (3) Pets are not permitted on any part of the Common Elements except when they are leashed and being walked or transported directly off the Condominium Property or directly to their Owner's Unit.

Without limiting the generality of these Use Restrictions, violation of the foregoing provisions regarding pets shall entitle the Association to all of its rights and remedies including, without limitation, the right to fine Unit Owners and/or to require any pet to be permanently removed from Condominium Property.

Residency. Each Unit Owner, guest, invitee or other permitted occupant shall maintain a primary residential address at another location other than the Condominium to which notices may be sent. The Condominium is not intended for permanent, year-round occupancy. Recreational Vehicles may be left on a Unit without restriction except otherwise provided herein.

Recreational Vehicles. Each Unit may be occupied by a single Recreational Vehicle that may be a folding camping trailer, travel trailer, 5<sup>th</sup> wheel, or a Class A, B or C motorhome. Recreational Vehicles must be in like-new condition and placement on a Unit within the Condominium is subject to approval by the Board of Directors of the Association or the Manager of the Condominium. All Recreational Vehicles within the resort shall meet the following regulations at all times:

- (1) The Recreational Vehicle must be legally titled and bear current license plate(s).
- (2) The Recreational Vehicle must be road ready and capable of leaving the Condominium under its own power or when towed by a conventional vehicle permitted within the Condominium.
- (3) No more than two (2) vehicles of any type (automobile, Recreational Vehicle, boat, or personal motorized watercraft [i.e. Jet Ski]) may occupy a site simultaneously.

20. Selling of Units. No Unit Owner other than the Developer may sell his Unit except by complying with the following provisions:

20.1 Approval by Association. Any Unit Owner who receives a bona fide offer to purchase his Unit (such offer to purchase is called an "Outside Offer" and any party making such an Outside Offer is called an "Outside Offeror" and the Unit Owner to whom the outside offer is made is called an "Offeree Unit Owner") which he intends to accept shall give notice by certified and/or registered mail to the Board of Directors of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Board of Directors may reasonably request. Not later than thirty (30) days after receipt of such notice, the Association or its designee shall issue its certification of approval or disapproval of the Outside Offeror. The Association's approval shall not be unreasonably refused. The basis of any disapproval shall be limited to activities of the Outside Offeror which can be demonstrated to detract from the market value or marketability of the Unit or which would violate any of the occupancy and use restrictions set forth in this Declaration or any amendment of it.

Any deed to an Outside Offeror shall automatically be deemed to provide that the acceptance thereof by the grantee or tenant shall constitute an assumption of the provisions of the Declaration, the ByLaws, the Articles of Incorporation, applicable rules and regulations, and all other agreements, documents or instruments affecting the Condominium Property, as the same may be amended from time to time.

Any purported sale of a Unit in violation of this Section shall be voidable within six (6) months at the election of the Association, and, if the Board of Directors shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to void a conveyance. Said Unit Owner shall reimburse the Association for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

The foregoing restrictions shall not apply to Units owned by any Institutional First Mortgagee acquiring title by foreclosure or by a deed in lieu of foreclosure or in satisfaction of debt.

Notwithstanding anything herein contained to the contrary, the Board of Directors, in exercising its rights as provided in this Section 20.1, shall not make any decision in a discriminatory manner, and no decision shall be made on the basis of race, gender, religion, national origin or physical or mental handicap.

20.2 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

20.3 Certificate of Approval. A certificate executed and acknowledged by an officer of the Association stating that the provisions of Section 20.1 have been satisfied by a Unit Owner shall be conclusive with respect to all persons who rely on such certificate in good faith. The Board of Directors shall furnish such certificate upon request to any Unit Owner. The Association may charge a fee in connection with the furnishing of such

certificate, which fee shall not be in excess of the charges reasonably required for same, and such charges shall not exceed the maximum amount allowed under the Act (as it is amended from time to time).

20.4 Exceptions. The provisions of Section 20.1 shall not apply with respect to any sale or conveyance of any Unit by (a) the Unit Owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings or a trustee, corporation or other entity where the Unit Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trustee, corporation or other entity, or to any one or more of the above, (b) the Developer, (c) the Association, (d) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of foreclosure, or (e) an Institutional First Mortgagee (or its designee) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure or in satisfaction of debt; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 20.

20.5 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer the Unit Owner's Unit by gift, to devise said Unit by will, or to have said Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and said Unit subject to, the provisions of this Section 20.

21. Lease of Units. No portion of a Unit may be rented without the written approval of the Association, which shall not be unreasonably withheld. All leases shall be in writing and shall be approved by the Board of Directors. All leases of Units shall provide that the Board shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document, or instrument governing the Condominium. Leasing of Units also shall be subject to the prior written approval of the Board of Directors, and the Board may deny permission to lease any Unit on any reasonable grounds the Association may find. The Board shall have the right to require of all tenants that they deposit in escrow with the Association a sum not in excess of one (1) month's rent which may be used by the Association to repair any damage to the Common Elements or other property owned by the Association resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Regardless of whether or not expressed in the applicable lease, all Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts or omissions of his tenant(s) which constitute a violation of or non-compliance with the provisions of this Declaration and any and all rules and regulations of the Association. All leases shall comply with and be subject to the provisions of Section 21 hereof. No sublease, assignment, or renewal of a lease shall be allowed without the written approval of the Board of Directors, and all provisions of this Section also shall apply to subleases and assignments and renewals of leases. No lease approved by the Board of Directors shall be amended or modified without the Board's approval. The Board of Directors may charge a lease approval fee not in excess of any amount provided for in the Act (as it may be amended from time to time) as a maximum amount for such fees, but no fee shall be charged in connection with the approval of an amendment, modification, or extension of a previously approved lease.

In making its determination as to whether to approve a lessee of a Unit, the Association shall not discriminate on the basis of race, age gender, religion, national origin or physical or mental handicap.

The Association shall establish rules and regulations governing the lease of Units. The Units may be leased in the Unit Owners' sole discretion. The Association and Condominium documents do not required that Units be leased.

22. Compliance and Default. Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

22.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

- 22.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, to make a special charge against the Unit Owner for the sums necessary to do whatever work is required to prevent damage to the Common Elements or to a Unit or Units, to hire an attorney to make a charge against the Unit Owner for the costs of such reasonable attorneys' fees incurred in requiring performance and/or compliance of the Unit Owner and to collect such charge.
- 22.3 Fines. In the event a Unit Owner or occupant fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to impose a fine against the Unit Owner and the Unit. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed any maximum amount permitted by the Condominium Act, as such Act may be amended from time to time. Any fine shall be imposed by written notice to the Unit Owner or tenant, signed by an officer of the Association, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the Unit Owner or tenant has the right to contest the fine by delivering written notice to the Association within ten (10) days after receipt of the notice imposing the fine. If the Unit Owner or tenant timely and properly objects to the fine, a Committee of other Unit Owners shall conduct a hearing within thirty (30) days after receipt of the Unit Owner's or tenant's objection and shall give the Unit Owner or tenant not less than fourteen (14) days written notice of the hearing date. At the hearing, the appropriate Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred and that the fine imposed is appropriate. The Unit Owner or tenant shall have the right to attend the hearing and to produce evidence on his behalf, and, if the Unit Owner or tenant fails to attend, then the hearing will be deemed waived and the Committee may ratify the fine without further proceedings. At the hearing the Committee shall ratify, reduce or eliminate the fine and shall give the Unit Owner or tenant written notice of its decision. If the Committee does not agree with the fine, the fine shall not be levied. Any fine shall be due and payable within ten (10) days after written notice of the imposition of the fine, or, if a hearing is timely requested within ten (10) days after written notice of the Committee's decision, at the hearing. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the Association shall have the right to evict the tenant as hereinafter provided.
- 22.4 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees (including appellate attorneys' fees).
- 22.5 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

23. Termination of Condominium. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) a plan of termination is authorized, as specified below, by eighty percent (80%) of the Unit Owners and all Institutional First Mortgagees holding a mortgage lien affecting a Condominium Parcel for which the plan of termination will result in less than the full satisfaction of the mortgage lien affecting the Condominium Parcel, and not more than ten percent (10%) of the Unit Owners have rejected the plan of termination by negative vote or by providing written objections thereto.

The plan of termination shall be in writing, executed in the same manner as a deed, by not less than eighty percent (80%) of Unit Owners and by the termination trustee and shall specify the following:

- (a) The name, address and powers of the termination trustee.
- (b) A date after which the plan of termination is void if it has not been recorded.
- (c) The interests of the respective Unit Owners in the Common Elements, Common Surplus and other assets of the Association.
- (d) The interests of the respective Unit Owners in any proceeds from the sale of the Condominium Property.
- (e) Any interests of the respective Unit Owners in insurance proceeds or condemnation proceeds that are not used for repair or reconstruction at the time of termination.

A copy of the proposed plan of termination shall be given to all Unit Owners, in the same manner as for notice of an annual meeting, at least fourteen (14) days prior to the meeting at which the plan of termination is to be voted upon or prior to or simultaneously with the distribution of the solicitation seeking execution of the plan of termination or written consent to or joinder in the plan. A Unit Owner may document assent to the plan by executing the plan or by consent to or joinder in the plan in the manner of a deed. A plan of termination and the consents or joinders of Unit Owners and, if required, consents or joinders of mortgagees must be recorded in the public records of any county in which any portion of the Condominium is located. The plan is effective only upon recordation or at a later date specified in the plan.

In the event of termination of the Condominium, the Condominium Property shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority.

The Division of Florida Land Sales, Condominiums and Mobile Homes shall be notified of the intended termination of the Condominium and of the actual termination of the Condominium as and to the extent required by law.

24. Additional Rights of Mortgagees and Others.

- 24.1 Institutional First Mortgagees shall have the right, upon written request to the Association, to: (i) examine the Condominium documents and the Association's books and records, (ii) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (iii) receive notices of and attend Association meetings, (iv) receive notice of any alleged default in any obligations hereunder by any Unit Owner, on whose Unit such Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to the Unit Owner, and (v) receive notice of any substantial damage or loss to any portion of the Condominium Property.
- 24.2 Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium Property or the affected mortgaged Unit, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any proposed termination of the Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.

25. Covenant Running With the Land. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs,

personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

26. Security. THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE CONDOMINIUM DESIGNED TO MAKE THE CONDOMINIUM SAFER THAN IT OTHERWISE MIGHT BE. DEVELOPER SHALL NOT IN ANY WAY OR MANNER BE HELD LIABLE OR RESPONSIBLE FOR ANY VIOLATION OF THIS DECLARATION BY ANY PERSON OTHER THAN DEVELOPER. ADDITIONALLY, NEITHER DEVELOPER NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE CONDOMINIUM PROPERTY OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL UNIT OWNERS AGREE TO HOLD DEVELOPER AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM. NEITHER THE ASSOCIATION, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL UNIT OWNERS AND OCCUPANTS OF ANY UNIT, AND TENANTS, GUESTS AND INVITEES OF UNIT OWNERS, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DEVELOPER, OR ANY SUCCESSOR DEVELOPER DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO THE GUIDELINES ESTABLISHED BY DEVELOPER OR THE ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH UNIT OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF A UNIT OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DEVELOPER OR ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH UNIT OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST, AND INVITEE OF THE UNIT OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, DEVELOPER, OR ANY SUCCESSOR DEVELOPER HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY UNIT OWNER OR OCCUPANT OF ANY UNIT, OR ANY TENANT, GUEST OR INVITEE OF A UNIT OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITH THE CONDOMINIUM, IF ANY. NOTWITHSTANDING THE FOREGOING DISCLAIMER, DEVELOPER GIVES ALL WARRANTIES IMPOSED BY THE FLORIDA CONDOMINIUM ACT, AS AMENDED FROM TIME TO TIME.

27. Boat Slips. The Boat Slips are located on the Condominium Property and are numbered D1 through D36 on Sheet 2 of the Survey. Any Boat Slips and the docks providing access thereto, the use of which has been granted to a particular Unit Owner, will constitute a Limited Common Element.

Developer reserves the exclusive right to sell the Boat Slips to Unit Owners, and to reserve any unsold Boat Slips for Developer's use and any of the officers of Developer. Each such grant of the right to own a Boat Slip and/or any assignment of such grant shall only be made to the owner of a Condominium Unit in Holiday Cove RV Resort, to Developer and any of the officers of Developer, or to the Association unless the grant of the ownership right to another party is allowed by the regulations of Manatee County, and any other governmental laws, rules and regulations, and is approved in writing by the Association. The dock providing access to a Boat Slip shall be shared by the parties owning the Boat Slips. Any Unit Owner who has purchased a Boat Slip shall have the exclusive right to use said dock/slip; the dock/slip shall become an appurtenance to such Unit, and it shall be encumbered or conveyed thereafter as an appurtenance to the Unit without necessity of specific reference thereto.

The cost of maintenance, preservation, care, upkeep, and replacement of the docks and Boat Slips, including water service will be an expense of the Unit Owner to which the dock and Boat Slip have been sold. The cost of repair, maintenance, preservation, care, upkeep and replacement of any improvements made to the docks and Boat Slips will be an expense of the Unit Owner to which the dock and Boat Slip have been sold. The Boat Slip Users hereby irrevocably appoint the Association as their agent for the purpose of care, maintenance, preservation, and reconstruction of said docks and Boat Slips and for this purpose the Association is given the right and authority to establish reasonable fees to be paid by the Boat Slip Users. The Association and Developer shall establish such reasonable fees to be paid by the Boat Slip Users for the purpose of the care, maintenance, preservation, and reconstruction of said Boat Slips. Said fees shall be in an amount reasonably necessary to cover the full cost of the utilities, care, maintenance, upkeep, preservation, and restoration of the Boat Slips from time to time. It is the purpose hereof to cause the entire cost of utilities, maintenance, preservation, care, upkeep, and replacement of the Boat Slips and related facilities seaward of the real property to be shared among the thirty-six (36) Boat Slips. Each Boat Slip User does hereby designate and appoint the Association as such Boat Slip User's agent for the purpose of maintaining and caring for such dock and Boat Slips in conformity with the aforesaid as well as insuring same to the extent deemed appropriate by the Association, which insurance shall include such liability coverage as the Association deems appropriate but shall exclude all coverage of improvements on or to the docks and Boat Slips which shall be the assigned Unit Owner's sole obligation and responsibility. Said fees shall be collected in the same fashion as all other Assessments, including the right and authority of the Association to place and record liens against the subject Condominium Unit (or other property owned by the Boat Slip User if not a Unit Owner) for nonpayment thereof.

Unit Owners which are sold a dock(s) and Boat Slip(s) may have the ability to make or construct improvements on the dock(s) and Boat Slip(s) if (i) the improvements are consistent with the rules and regulations of the Department of Environmental Protection; (ii) the improvements are consistent with the regulations of Manatee County and all other governmental laws, rules and regulations; and (iii) any and all plans for said improvements are submitted to the Association, in writing, and the Association, in its sole and absolute discretion, approves of said plans in writing. Any improvements made by a Unit Owner to a dock or Boat Slip shall be insured by, and repaired and maintained by the Unit Owner. Should the improvements as constructed differ from the plans submitted to and approved by the Association, the Association shall have the ability, in its sole and absolute discretion, to require the Unit Owner to remove the improvements and/or to bring the improvements into conformity with the plans submitted and approved by the Association. Should the Unit Owner not remove or bring the improvements into conformity with the plans submitted and approved by the Association, within thirty (30) days after written request, then the Association may take such action at the expense of the Unit Owner. All such expenses, including attorney's fees, if any, shall be assessed the Unit Owner within the next monthly/quarterly assessments and shall be payable by the Unit Owner immediately.

The Boat Slips shall be used only in accordance with such reasonable rules and regulations as may be adopted from time to time by the Association Board of Directors. Boat Slips shall not be rented or leased by a Boat Slip User unless the lease is to another Owner and the lease is allowed by the regulations of Manatee County, and any other governmental laws, rules and regulations and the lease is authorized, in writing, by the Association.

All Boat Slips are subject to the provisions of this paragraph. All vessels docked at the Boat Slips, except small runabouts to which this provision would not be practical, must have governmental approved toilet facilities. Flushing of toilets in the bay and bayou waters is strictly prohibited. No boat house shall be built on any dock or Boat Slip, and no dock or Boat Slip shall be covered in any fashion without the approval of the Association.

Developer and the Association make no warranties or representations regarding the adequacy of water depths for boating access. By acceptance of a deed for a Unit, each Unit Owner/Boat Slip User acknowledges that there are fluctuations in water depth in the vicinity and agrees that those conditions are acceptable to the Unit Owner and Boat Slip User.

Every Boat Slip User shall abide by the following use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth herein.

- (a) Boat Slip Users must comply with the applicable rules and regulations of the United States Coast Guard, Florida Game and Fish Conservancy, Manatee County, or other governing authority.

- (b) The harbor is a no-wake zone. All vessels must comply with the recognized speed limit of 3 knots maximum. Any hazards to navigation should be reported to the United States Coast Guard.
- (c) The Boat Slip User must provide vessel insurance verification to the Association for any vessels moored within the Boat Slip.
- (d) It is the Boat Slip User's responsibility to ensure that appropriate vessels are seaworthy, secure and watertight.
- (e) Docking, line handling, and mooring are the responsibilities of each Boat Slip User. There is no designated harbor master and no monitoring of VHF radio signals to aid in docking within the Boat Slip mooring area.
- (f) No overboard discharge of effluents, petroleum, or other toxic materials is allowed within the Boat Slip mooring area. Any questions regarding same should be directed to the United States Coast Guard for updated laws and regulations.
- (g) Dock areas and sidewalks must be kept clear at all times. Dock boxes are not permitted without the written approval of the Association. Storage of nautical materials is required to be located within each Unit Owner's unit or other area located outside the Condominium Property unless approved in writing by the Association.
- (h) Personal tenders and dinghies are to be stored aboard the primary vessel when not in use. No tender or dinghy storage is provided.
- (i) Major repairs and renovation of vessels are not permitted at the Boat Slips. Minor repairs and maintenance are allowed Monday through Friday, 8:00 a.m. to 5:00 p.m. and such work shall be performed in accordance with Manatee County work restrictions and noise ordinances.
- (j) No cooking fires are allowed on any vessel (unless on an interior stove designed for that purpose), the docks, the sidewalks, or adjacent areas.
- (k) Boat Slip Users are responsible for the safety, security, and conduct of their family members and guests while on the property. Persons under the age of 14 are permitted on board only while supervised by an adult.
- (l) Boat Slip Users shall not make or permit any disturbing noises, as determined by the Board of Directors, in connection with the utilization of the Boat Slip, whether made by the Boat Slip User or the Boat Slip User's family, friends, guests, pets or employees, nor may a Boat Slip User do or permit to be done anything by such persons that would interfere with the rights, comforts or other conveniences of other Boat Slip Users or the Unit Owners. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio or television set in his or her vessel or on or about the Boat Slips if the same shall in any manner disturb or annoy the other Boat Slip Users or the residents or owners of the Condominium Property. Vessels shall not be left unattended with VHF radios or stereos activated.
- (m) Idling of engines and generators shall be limited to no more than five (5) minutes and only between the hours of 8:00 a.m. and 5:00 p.m. unless the vessel is preparing to depart.
- (n) Trash must be properly bagged and deposited into the appropriate refuse containers located in designated closed in areas of the Condominium Property.
- (o) Guest parking is allowed in the any assigned parking spaces. No boat trailers, motor homes, or storage trailers are allowed to be stored except for in designated storage areas per rules and regulations promulgated by the Association.

- (p) “For sale” signs are not allowed to be posted on vessels moored at the Boat Slips.
- (q) Swimming, snorkeling and scuba diving (except for cleaning the bottom of moored vessels) are not allowed in the dock area.
- (r) All subcontractors performing maintenance and/or repairs within the dock area or on vessels within the dock area must be licensed and insured.
- (s) Laundry or towels must not be hung to dry on the exterior of any vessel.
- (t) In the case that a vessel is in need of salvage due to sinking or to prohibit it from sinking, the Association has the right to remove such vessel at the owner’s expense.

28. SURFACE WATER MANAGEMENT AREAS AND FACILITIES.

- (a) Definition of Surface Water Management Areas. “Surface Water Management Areas” shall mean and refer to that portion of the Common Elements that are not within a public right-of-way and which are used for the control and management of surface waters of the Condominium pursuant to permits issued by Manatee County, Florida (the “County”) or the Southwest Florida Water Management District (the “District”).
- (b) Definition of Surface Water Management System Facilities. “Surface Water Management System Facilities” or “Facilities” shall mean and refer to all inlets, ditches, swales, culverts, water control structures, retention and detention areas.
- (c) Definition of Common Surface Water Management System. “Common Surface Water Management System” or “System” shall mean those water management areas defined by Rule 40D-4.021(5), Florida Administrative Code, or subject to permits pertaining to surface water (storm water) management systems issued by the County. Examples of components of the Common Surface Water Management System include, but are not limited to, the following: streets, roads, rights-of-way, inlets, ditches, culverts, structures, retention and detention areas, ponds, and lakes.
- (d) Location of Surface Water Management System Facilities. The Surface Water Management System Facilities are to be located on the Common Elements, or are located on land that is subject to an easement in favor of the Association and its successors.
- (e) No Construction in Surface Water Management Areas or on Surface Water Management System Facilities. Except as may be undertaken by Developer or the Association or by another party with the written consent of the Association, and in any event pursuant to such permits as may be required by the County and the District, no construction activities may be conducted relative to any portion of the Surface Water Management System Facilities or within the Surface Water Management Areas. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. If the construction project includes a wetland mitigation area, as defined in regulations of the District, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval of the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit issued by the District may be conducted without specific written approval from the District.
- (f) Changes. No Unit Owner, or any other person, shall have the right to make any changes to the Surface Water Management Areas or Surface Water Management System Facilities or System or to use such areas or discharge any substance in them that is contrary to applicable laws and regulations or the conditions of any permits issued by the County and the District. Additionally, no portion of the Facilities or System, or any Private Roads or Limited Private

Roads, may be altered without the prior written approval of the County Engineer or his designee.

- (g) Developer Control. Prior to completion of construction of the Surface Water Management Areas and the Surface Water Management System Facilities, Developer shall have the exclusive right to repair, replace, and maintain all such Facilities within or pertaining to the Condominium. Developer reserves for itself, and its agents, invitees, licensees, employees, successors, and assigns, the right and license on, over, and under the Property to repair, replace, and maintain all drainage control facilities, structures, and devices within the Surface Water Management Areas and/or the Surface Water Management System Facilities as long as Developer has any legal obligation to do so.
- (h) Association Control. Subsequent to the completion of construction of the Common Elements and all Surface Water Management System Facilities, Developer shall request from the District permission to transfer responsibility for the operation and maintenance of the Facilities to the Association. *The Developer shall submit to the District, Form O&M/ASGN (7/99)* or such other form or forms as may then be required by the District before the transfer of responsibility to the Association is effective. The Association shall accept from the Developer a transfer of all assignable licenses and permits for the Surface Water Management Areas and the Common Surface Water Management System. The Association shall cooperate with the Developer and shall execute such documents as may be required by the District for the transfer.
- (i) The Association to Operate and Maintain the Common Surface Water Management System. The Association shall, upon issuance of written approval of the transfer of responsibility to it by the District, have full responsibility for operating, maintaining, repairing, and replacing the Surface Water Management System Facilities within the Surface Water Management Areas in accordance with the terms and conditions of the Environmental Resource Permit and any other permits issued by the District. The Association shall allocate sufficient funds in its budget for monitoring and maintenance of any wetland mitigation area(s) until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.
- (j) Enforcement by County. In the event that the Association, or any successor organization, shall fail to adequately maintain the Common Surface Water Management System in accordance with County standards, the County shall have the right, but not the obligation, to enter the Association Property for the purpose of maintaining the Common Surface Water Management System. All expenses incurred by the County in maintaining the Common Surface Water Management System shall be assessed against the Association and shall be payable by the Association within sixty (60) days after receipt of a statement therefore. If the Association fails to pay such assessment within such 60-day period, the assessment shall become a lien on the Association Property which may be foreclosed by the County. The rights of the County contained in this restriction shall be in addition to any other rights the County may have regulating the operation and development of the Condominium.
- (k) Enforcement by District. The District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.
- (l) Cessation of Existence of the Association. If the Association ceases to exist, all of the Unit Owners in the Condominium who are subject to this instrument shall be jointly and severally responsible for the operation and maintenance of the Surface Water Management System Facilities in accordance with the Environmental Resource Permit issued by the District, unless and until the control or right of access to the Surface Water Management System Area is conveyed or dedicated to an appropriate governmental unit or public utility, and if such conveyance or dedication is not accepted, unless and until the Surface Water Management System Facilities are conveyed to a non-profit corporation similar to the Association.

- 29.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) or registered mail to the Association in care of its office at the Condominium or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses or such other address as may be designated by them from time to time, in writing, to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.
- 29.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 29.3 Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder and may assume the Unit is free of any such mortgages or liens unless written notice of the existence of such mortgage or lien is received by the Association.
- 29.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 29.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-president may be substituted therefore, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefore, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 29.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 29.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 29.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 29.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.
- 29.10 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the community as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact

to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

- 29.11 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all or no genders.
- 29.12 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.
- 29.13 Access of Association to Building and Units. For as long as Developer remains liable to any Unit Owner, or the Condominium Association, under any warranty, whether statutory, express or implied, for act or omission of Developer in the development, construction, sale and marketing of the Condominium, or any Units therein, then the Association and its agents shall have the right, and, from time to time, to enter the Condominium or any Units for the purpose of inspecting, testing and surveying same, to determine the need for repairs, improvements or replacements, so as to permit Developer to fulfill its obligations under such warranties. Failure of the Condominium Association or of a Unit Owner to grant such access shall result in the appropriate warranty being nullified and of no further force or effect.

*(The remainder of this page is intentionally left blank)*

**IN WITNESS WHEREOF**, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this \_\_\_\_ day of \_\_\_\_\_ 2008.

Signed, sealed and delivered  
in the presence of:

HOLIDAY COVE RV RESORT, LLC, a  
Florida limited liability Company

\_\_\_\_\_  
Print Name \_\_\_\_\_

By: \_\_\_\_\_  
David Gorin, as its President

\_\_\_\_\_  
Print Name \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF SARASOTA**

The foregoing Declaration of Condominium was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by David Gorin as President of Holiday Cove RV Resort, LLC, a Florida limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Personally Known \_\_\_\_\_ (OR) Produced Identification \_\_\_\_\_  
Type of identification produced \_\_\_\_\_

**JOINDER**

The undersigned join in this Declaration for the purpose of expressing consent to the making, executing and recording of this Declaration.

WITNESSES:

HOLIDAY COVE RV RESORT CONDOMINIUM  
ASSOCIATION, INC., a Florida corporation not for profit

\_\_\_\_\_  
Print Name \_\_\_\_\_

By: \_\_\_\_\_  
David Gorin, as its President

\_\_\_\_\_  
Print Name \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF SARASOTA**

The foregoing Declaration of Condominium was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by David Gorin as President of Holiday Cove RV Resort Condominium Association, Inc., a Florida corporation not for profit, on behalf of the Association.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Personally Known \_\_\_\_\_ (OR) Produced Identification \_\_\_\_\_  
Type of identification produced \_\_\_\_\_

**JOINDER**

The undersigned join in this Declaration for the purpose of expressing consent to the making, executing and recording of this Declaration.

WHITNEY NATIONAL BANK

\_\_\_\_\_  
Print Name \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As its: \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing Declaration of Condominium was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008,  
by \_\_\_\_\_ as \_\_\_\_\_ of Whitney National Bank, on behalf of the bank.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Personally Known \_\_\_\_\_ (OR) Produced Identification \_\_\_\_\_  
Type of identification produced \_\_\_\_\_

Exhibits to Declaration:

- A. Legal description of Land
- B. Survey, Graphic Description, Plot Plan, Building Floor Plans and Unit Floor Plans
- C. Articles of Incorporation of the Condominium Association
- D. Bylaws of the Condominium Association

**Exhibit "A"**

**LEGAL DESCRIPTION:**

Beginning at Northeast corner of the Southeast 1/4 of Section 3, Township 35 South, Range 16 East, Manatee County, Florida, this point also being the Southeast corner of U.S. Government Lot 1, being and lying in said Section 3, said point being the Point of Beginning; thence S 00°05'09" E, along the East line of said Section 3, a distance of 162.98 feet to the Northerly right of way line of Cortez Road (State Road 684, a 100' wide public right of way); thence N 65°12'00" W, along said Northerly right of way line, a distance of 107.73 feet to a point of curve to the left having a radius of 1,959.86 feet and a central angle of 18°34'19"; thence Westerly along the arc a distance of 635.27 feet; thence N 00°23'00" E, a distance of 623.19 feet to a point of intersection with the Northerly line of Block 87 of The Amended Plat of Cortez Addition to Cortez, as recorded in Plat Book 2, Page 59 of the Public Records of Manatee County, Florida; thence S 65°05'00" E, along said Northerly line of Block 87, a distance of 774.39 feet to the aforementioned East line of said Section 3; thence S 00°05'09" E, along said East line of Section 3, a distance of 348.31 feet to the Point of Beginning.