

# PIRATE'S COVE



## CITRUS COUNTY, FLORIDA

### APPLICATION FOR APPROVAL OF A DEVELOPMENT AGREEMENT

*DEVELOPER'S PROPOSED AGREEMENT*  
*Exhibit G – Draft Condominium Documents*

Bruce McLaughlin Consulting Services, Inc  
Indian Rocks Beach, Florida  
(727) 595-7634

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December 22, 2012

Revised

Printed December 22, 2012

R. Bruce McLaughlin  
Member, American  
Institute of  
Certified Planners  
Registration 3051

**DRAFT PARTIAL  
DECLARATION OF CONDOMINIUM  
FOR  
PIRATES COVE OF OZELLO**

EXPLANATION OF THE DRAFT PARTIAL DECLARATION OF CONDOMINIUM FOR  
PIRATE’S COVE OF OZELLO.

Pirate’s Cove is proceeding through the Citrus County land use approval process to obtain approvals for its development as described herein. Among the approvals being sought are an Amendment to the Generalized Future Land Use Map, an amendment to the Zoning Atlas, a right-of-way vacation, and approval of a Development Agreement. Pursuant to § 12015 P of the Citrus County Land Development Code, one submittal requirement for approval of a Development Agreement is: “Any deed restrictions existing or being imposed upon the land for development.”

Any Declaration of Condominium includes deed restrictions and is a combination of construction, physical operation and use provisions, and administrative and legal operational provisions. The construction, physical operation and use provisions of the Pirate’s Cove Declaration of Condominium are essentially deed restrictions and are germane to Citrus County’s land use determinations and approvals for Pirate’s Cove while the administrative and legal operational provisions are not. Thus, this Draft Partial Declaration of Condominium sets forth the anticipated construction, physical operation and use provisions and identifies, but does not provide the likely proposed administrative and legal operational provisions. Some, but not all, of the general definitions are also included even though they may be more applicable to the administrative and legal operational provisions than to construction, physical operations and uses.

This Draft Partial Declaration of Condominium should be considered in the context in which it is prepared: as the submittal of proposed deed restrictions in support of Citrus County’s approval of a Development Agreement for Pirate’s Cove although it will certainly form the basis of the final and complete Declaration of Condominium which will also include the necessary administrative and legal operational provisions.

It should also be noted that the proposed Development Agreement specifically permits the development to proceed as another form of entity, perhaps as a Limited Liability Company. This Draft Partial Declaration of Condominium may be converted to an appropriate governing document for an alternative ownership entity, such as Articles of Organization for a Limited Liability Company.

DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made by the undersigned Developer, as the owner of certain property and improvements located in Citrus County, Florida, for itself, and for its successors, grantees and assigns, this \_\_\_\_ day of \_\_\_\_\_, 2013.

WITNESSETH

WHEREAS The Developer, being the owner of fee simple title of record to those certain lands located and situated in Citrus County, being more particularly described in Exhibit “~” attached hereto, does hereby submit the said lands and the improvements now or hereafter erected thereon, and other property, real, personal or mixed, now or hereafter situated, on or within such lands, except as otherwise provided in this Declaration (the “Condominium Property”), to condominium ownership pursuant to the presently existing provisions of Chapter 718 of the Florida Statutes, hereinafter called the “Condominium Act.”

Article I  
Name

1. Name. The name by which this Condominium is to be identified is “PIRATE’S COVE OF OZELLO,” (hereinafter “Pirate’s Cove).

Article II  
Definitions

2. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the Pirate’s Cove Condominium. shall be defined in accordance with the provisions of the Condominium Act unless the context otherwise requires:

a. Articles or Articles of Incorporation means the Articles of Incorporation of the Association, as amended from time to time, which are attached hereto as Exhibit “~”.

b. Assessment means a share of the funds required for the payment of Common Expenses which, from time to time, are assessed against each Resort Condominium Unit and the Resort Unit Owner by the Association, and includes the terms “General Assessment,” “Special Assessments,” “Capital Improvement Assessments,” and “Limited Common Element Assessments,” as such terms are defined in Article ~ of this Declaration.

c. Association means THE PIRATE’S COVE OF OZELLO CONDOMINIUM

ASSOCIATION, INC., a Florida not-for-profit corporation, the sole entity responsible for the management and operation of the Condominium, including the Common Elements thereof, its successors and assigns.

d. Association Property means that property, real and personal, which is owned or leased by, or is dedicated by the Survey and Plot Plan to the Association for the use and benefit of its members.

e. Bar means that portion of the Resort Area used for the sale of alcoholic beverages for on- or off-premises consumption.

f. Board or Board of Directors means the Board of Directors and the members of the Board or Directors from time to time of the Association.

g. Building means the entire building and Property known as Pirate's Cove and comprising this Condominium.

h. Bylaws means the Bylaws of the association, as amended from time to time, attached hereto as Exhibit "~".

i. Common Elements means those the portions of the Condominium Property that are not included within the Resort Units or the Resort Area; easements through the Resort Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Resort Unit and the Resort Area and the Common Elements; an easement of support in every portion of a Resort Unit and of the Resort Area, which contributes to the support of the Building; the property and installations required for the purposes of supplying Utilities and other services to more than one Resort Unit, or serving one or more Resort Unit(s) and the Resort Area, or serving the Resort Area and one or more Resort Unit(s), and to the Common Elements; stairwells, elevator lobbies, elevators and elevator equipment rooms, mechanical and utility rooms, laundry rooms, vending machine rooms, housekeeping supply rooms and other Resort common areas, the Retention Pond; and any other item designated in this Declaration as constituting Common Elements, including those designated as such in Article ~, Section ~ below.

j. Common Expenses means all expenses properly incurred by the Association in the performance of its duties as contemplated by this Declaration and the Condominium Act or as designated as a Common Expense pursuant to this Declaration. The Common Expenses shall be assessed against each Resort Unit and against the Resort Area in the Condominium by the Association as authorized by the Condominium Act. For purposes of this Declaration, "Common Expenses" shall also include (i) all reserves required by the Condominium Act or authorized and established by the Association, regardless of whether such reserved funds are

expended, and (ii) the costs of insurance acquired by the Association under the authority of Florida Statutes 718.111(11), including costs and contingent expenses required to participate in a self-insurance fund authorized and approved pursuant to Florida Statutes 624.462.

k. Common Surplus means the excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements, over and above the Common Expenses.

l. Condominium means all of the Condominium Property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

m. Condominium Act means and refers to Chapter 718, Florida Statutes, as in effect on the date this Declaration is recorded.

n. Condominium Documents means this Declaration, and all exhibits annexed hereto, as the same may be amended from time to time. The term “Condominium Documents” also may mean, where applicable, other documents required pursuant to the Condominium Act as applicable to this Condominium unless the context otherwise requires, and notwithstanding that some or all of such documents or items may or may not be exhibits to the Declaration of Condominium and/or recorded in the public records of Citrus County, Florida.

o. Condominium Parcel means a Resort Unit or the Resort Area together with the right to use the Limited Common Elements appurtenant to said Resort Unit or Resort Area as provided in this Declaration, the undivided share in the Common Elements which is appurtenant to said Resort Unit or Resort Area, and, when the context permits, the term includes all other appurtenances to the Resort Unit or the Resort Area.

p. Condominium Property or Property means and includes the improvements, easements and all other property interests that are expressly subjected to condominium ownership pursuant to the terms of this Declaration.

q. Construction Lender shall mean and refer to the holders of institutional mortgages, or their successors and/or assigns. The rights of a Construction Lender under this Declaration shall exist only for so long as the Condominium Property, or any portion thereof, and/or any improvements located thereon, are subject to or encumbered by the institutional mortgages. All rights granted to Construction Lender hereunder shall automatically terminate upon the recording of a satisfaction or release of mortgage in the Public Records of Citrus County, which releases all or any remaining portion of the Condominium Property from the

institutional mortgage.

r. Construction Loan Mortgage shall mean and refer to those certain mortgages and security agreements (as may be amended from time to time) affecting the Condominium Property and the improvements located thereon. entered into between Developer and Construction Lender(s), recorded in the Official Record Books of Citrus County, as amended and supplemented from time to time.

s. Cosmetic Conditions shall mean aesthetic imperfections that do not affect the working condition or functionality of an item or improvement within a Resort Unit, or within the Resort Area, including discoloration of floor coverings, wall papers, or window treatments or minor scratches, cracks, chips, dents, scrapes and caulking imperfections in walls, flooring material, tile, fixtures or mirrors.

t. Declaration means this Declaration of Condominium

u. Developer means Pirate's Cove of Ozello, Inc., a Florida Corporation, its designees, successors and such of its assigns as to which the rights, of the Developer under this Declaration are specifically assigned.

v. Eligible Mortgage Holder means the holder, insurer or guarantor of a first mortgage on a Resort Unit or the Resort Area that has been duly recorded in the Official Records of Citrus County, Florida, who has submitted a written request to the Association for notice with respect to any action that, pursuant to the terms of this Declaration, requires the consent of a specified percentage of Eligible Mortgage Holders, and provides to the Association in such notice its name and address, and the Unit number or address of the Resort Unit or Resort Area on which the Eligible Mortgage Holder holds, insures or guaranties the first mortgage.

w. Immediate family shall mean and be limited to the Resort Unit Owner's spouse, children or parents.

x. Institutional First Mortgagee means any bank, savings or buildings and loan association insurance company, mortgage company, agency of the United States Government, real estate investment trust or other recognized institutional type lender holding a first mortgage encumbering a Resort Unit or the Resort Area.

y. Insurance Trustee means a state or national banking institution or other corporate entity having the power to act as a trustee under the laws of Florida, designated by the Board and the Resort Area Owner to act as trustee.

z. Laws means all laws, statutes, ordinances, codes, regulations, and decrees

(judicial or administrative), of all federal, state, or local governmental authorities, tribunals, or agencies.

aa. Limited Common Elements means those portions of the Common Elements which are reserved for the use of a certain Resort Unit or certain Resort Units or to the Resort Area, to the exclusion of the other Owners, as set forth herein and/or shown on the Survey and Plot Plan attached hereto as Exhibit” ~.”

bb. Maintenance Fees means the monthly fee charged by the Association and necessary and adequate to maintain the property in sound physical condition, as set out in this Declaration and the exhibits hereto, including all repair, replacement, management and operation of the Common Elements; the maintenance, repair or replacement of improvements benefitting the Condominium Property; property taxes on the Common Elements; insurance for the Common Elements; legal, accounting and management fees of the Association; repairs, replacements, and maintenance expenses (but only as to the Common Elements); and funding for an appropriate contingency or reserve account.

cc. Management Agreement means and refers to any agreement with the Resort Area Owner for the operation and administration of the Condominium and of the Resort management of the Condominium Property.

dd. Member means an owner of a Resort Unit as described herein.

ee. Occupant means any person or persons, other than the Unit Owner, in possession of a Unit from time to time including tenants and lessees of a Unit Owner.

ff. Parking Spaces means those certain parking spaces located on the ground floor of the Building or elsewhere on the Condominium Property as shown on the Survey and Plot Plan, as part of the Common Elements and/or, Limited Common Elements of the Condominium available for use subject to the provisions of this Declaration.

gg. Rental Pool means making available to the Resort Area Owner the individual Resort Units so that said Units may be rented to members of the public on a transient basis.

hh. Rental Pool Fund means the annual gross proceeds from the rental of the Resort Units to the public.

ii. Resort Area means that part of the building, including appurtenant Common

Elements, and appurtenant Limited Common Elements, open to the public at large and serving transient guests using Resort Units and the Restaurant and Bar. None of the Resort Units shall contain any Resort Areas. The Resort Areas are depicted on the Survey and Plot Plan and include:

- i. All corridors, stairwells, elevator lobbies, elevators and elevator equipment rooms, mechanical and utility rooms, laundry rooms, vending machine rooms, housekeeping supply rooms and other Resort common areas.
- ii. The Lobby, Office and Check-In Desk located on the ground floor.
- iii. The swimming pool and cabana.
- iv. The Fourth Floor Fitness Center.
- v. The Fourth Floor Meeting Room,
- vi. The Fourth Floor Men's and Women's Restrooms.
- vii. The Fourth Floor Guest Services/Gift Shop.
- viii. The Fourth Floor Restaurant and Bar including the indoor and outdoor seating, entryway, cooler, freezer, dry storage, kitchen, office and bar.

jj. Resort Area Owner means the Owner of the Resort Area who shall also be the entity charged with managing the Resort Operation and the Association. The Resort Area Owner shall be licensed as an Association Manager pursuant to § 468.431, *et.seq.*, Florida Statutes, and shall be eligible to obtain and maintain all necessary State and County approvals to operate an establishment selling and serving alcoholic beverages.

kk. Resort Guest means the occupants of a Resort Unit other than the Resort Unit Owner who occupies a Resort Unit for a period of one night or more.

ll. Resort Operation means the function of operating the Pirate's Cove Resort, including:

- i. Making reservations for the transient occupancy of the Resort Units.
- ii. Operating the Restaurant and Bar.

- iii. Providing room service.
- iv. Providing bell service.
- v. Providing check-in and check-out service.
- vi. Providing housekeeping services to the Resort Units and to the Resort Area.
- vii. Providing dry cleaning and laundry service.
- viii. Operating the meeting room and fitness center.
- ix. Providing and operating all other functions normally found in a hotel.

mm. Resort Unit means unit as defined by the Condominium Act and specifically refers to the 33 units designated as Resort Units on the Survey and Plot Plan.

nn. Resort Unit Owner means the owner of a Resort Unit as defined by the Condominium Act.

oo. Restaurant means that portion of the Resort Area used for the preparation and service of food either to Restaurant Guests or as room service to the Resort Units.

pp. Restaurant Guest means a patron of the Restaurant and Bar other than a Resort Unit Owner or a Resort Guest.

qq. Rules and Regulations means a document promulgated by the Board with the approval of the Resort Area Owner, establishing Rules and Regulations for the use of the Property, which Rules and Regulations implement the provisions of this Declaration and its Exhibits.

rr. Special Assessment means any assessment levied against Unit Owners other than the assessment required by a budget adopted annually.

ss. Survey and Plot Plan mean the collection of drawings and documents attached hereto as Exhibit “~.”

tt. Utility Services shall include, but not be limited to, electric power, water, air conditioning, garbage and sewage disposal and satellite television.

Unless the context otherwise requires, all other terms used in this Declaration shall be assumed

to have the meaning attributed to such term by the applicable definitional section of the Condominium Act as of the date this Declaration is recorded. The meaning of any other undefined terms shall be determined by reference to *Merriam-Webster's Collegiate Dictionary 4* (11<sup>th</sup> ed. 2008) or to *Black's Law Dictionary 744* (9<sup>th</sup> ed. 2009), as appropriate.

Article III  
Submission to Condominium Ownership  
And Description of Condominium

3. Property Submitted to Condominium Form of Ownership. Developer hereby submits the Property, including the real property, air space rights and other rights, easements and appurtenances thereof, to the condominium form of ownership and use, in the manner provided for in the Condominium Act as it exists on the date of recordation hereof, subject to all easements, reservations, restrictions, prohibitions and limitations of record. The Condominium also shall include such additions to the real property as, in accordance with the terms of this declaration, may be added hereafter from the time that such additional property is declared a part of this Condominium.

4. Operation of the Resort Condominium. The Developer until such time as the Association obtains control of the Condominium, and thereafter the Association and the Resort Area Owner, shall operate Pirate's Cove as a commercial resort, restaurant and bar. As defined above and described below, the Resort Condominium shall comprise:

- a. The Resort Units in individual condominium ownership.
- b. The Limited Common Elements.
- c. The Resort Area.
- d. The Common Elements.

5. Ownership, Income and Expenses of the Resort Units. Each Resort Unit Owner shall own his or her Resort Unit and be entitled to the use of the appurtenant Limited Common Elements. Each Resort Unit Owner and the Resort Area Owner shall be responsible for the Maintenance Fees and Assessments for the Common Elements and the Resort Area as pro-rated in Section ~, below.

6. Ownership, Income and Expenses of the Resort Area. The Resort Area shall be sold to, and thereafter operated by, a commercial operator qualified to and capable of operating a Resort, Restaurant and Bar. The Resort Area Owner shall be responsible for the Maintenance Fees and Assessments for the Common Elements and the Resort Area as pro-rated in Section ~, below.

7. Property Subject to Certain Recorded Encumbrances. The Property is subject to all easements, reservations, limitations, prohibitions, dedications, and restrictions of record, including that certain Development Agreement between Citrus County and \*, recorded at Official Records Book \*, at page \*, of the public records of Citrus County, Florida, recorded on \*

8. Survey and Plot Plan. The Survey and Plot Plan are a survey of the land and plot plan locating the improvements thereon and identifying each Resort Unit, the Limited Common Elements, the Common Elements and the Resort Area, their relative locations and approximate dimensions and is recorded in the Public Records of Citrus County. The locations, dimensions, descriptions, identification and numbering or lettering of the respective Resort Units shall be as set forth in the Survey and Plot Plan and any subsequent amendments thereto as is hereinafter provided.

9. The Resort Units and Resort Areas.

a. Defined. The Resort Unit and Resort Area shall consist of the spaces named and defined in the Survey and Plot Plan. In the event the actual physical location of any Resort Unit or of the Resort Area at any time does not precisely coincide with the Survey and Plot Plan and any subsequent amendments, the actual physical location shall control over the locations, dimensions and descriptions contained in the Survey and Plot Plan and subsequent amendments.

b. The Survey and Plot Plan. The Survey and Plot Plan, together with this Declaration, are sufficient in detail to identify Resort Units, Limited Common Elements, Common Elements and the Resort Area and their relative location and dimensions. If construction of the building is not substantially completed as of the date this Declaration is recorded, then upon substantial completion of such improvements this Declaration shall be amended to include a certificate of a licensed surveyor in conformity with the requirements of the Condominium Act.

c. General Description. The Condominium is resort condominium that will be developed and constructed within the Building, as specifically described in the Survey and Plot Plan.

d. Resort Condominium Units. The Resort Condominium contains the following Units, identified by Unit Number, as follows:

Unit 201, containing two bedrooms and two bathrooms, and 1,147 square feet of living area (mol) with a lanai of 538 square feet, (mol).

Unit 202, containing one bedroom and one bathrooms, and 848 square feet of living area (mol) with a lanai of 108 square feet, (mol).

Unit 203, containing one bedroom and one bathroom, and 797 square feet of living area (mol) with a lanai of 117 square feet, (mol).

Unit 204, containing one bedroom and one bathroom, and 848 square feet of living area (mol) with a lanai of 108 square feet, (mol).

Unit 205, containing two bedrooms and two bathrooms, and 1,025 square feet of living area (mol) with a lanai of 107 square feet, (mol).

Unit 206, containing one bedroom and one bathroom, and 848 square feet of living area (mol) with a lanai of 108 square feet, (mol).

Unit 207, containing two bedrooms and two bathrooms, and 1,100 square feet of living area (mol) with a lanai of 107 square feet, (mol).

Unit 208, containing three bedrooms and two bathrooms, and 1,746 square feet of living area (mol) with a lanai of 466 square feet, (mol).

Unit 209, containing one bedroom and one bathroom, and 912 square feet of living area (mol) with a lanai of 130 square feet, (mol).

Unit 210, containing two bedrooms and two bathrooms, and 1,348 square feet of living area (mol) with a lanai of 117 square feet, (mol).

Unit 211, containing one bedroom and one bathroom, and 848 square feet of living area (mol) with a lanai of 108 square feet, (mol).

Unit 212, containing one bedroom and one bathroom, and 848 square feet of living area (mol) with a lanai of 108 square feet, (mol).

Unit 213, containing one bedroom and one bathroom, and 873 square feet of living area (mol) with a lanai of 98 square feet, (mol).

Unit 214, containing one bedroom and two bathrooms, and 848 square feet of living area (mol) with a lanai of 108 square feet, (mol).

Unit 215, containing three bedrooms and two bathrooms, and 1,953 square feet of living area (mol) with a lanai of 715 square feet, (mol).

Unit 301, containing two bedrooms and two bathrooms, and 1,147 square feet of living area (mol) with a lanai of 538 square feet, (mol).

Unit 302, containing one bedroom and one bathrooms, and 848 square feet of

living area (mol) with a lanai of 108 square feet, (mol).

Unit 303, containing one bedroom and one bathroom, and 797 square feet of living area (mol) with a lanai of 117 square feet, (mol).

Unit 304, containing one bedroom and one bathroom, and 848 square feet of living area (mol) with a lanai of 108 square feet, (mol).

Unit 305, containing two bedrooms and two bathrooms, and 1,025 square feet of living area (mol) with a lanai of 107 square feet, (mol).

Unit 306, containing one bedroom and one bathroom, and 848 square feet of living area (mol) with a lanai of 108 square feet, (mol).

Unit 307, containing two bedrooms and two bathrooms, and 1,100 square feet of living area (mol) with a lanai of 107 square feet, (mol).

Unit 308, containing three bedrooms and two bathrooms, and 1,746 square feet of living area (mol) with a lanai of 466 square feet, (mol).

Unit 309, containing one bedroom and one bathroom, and 912 square feet of living area (mol) with a lanai of 130 square feet, (mol).

Unit 310, containing two bedrooms and two bathrooms, and 1,348 square feet of living area (mol) with a lanai of 117 square feet, (mol).

Unit 311, containing one bedroom and one bathroom, and 848 square feet of living area (mol) with a lanai of 108 square feet, (mol). \*

Unit 312, containing one bedroom and one bathroom, and 848 square feet of living area (mol) with a lanai of 108 square feet, (mol).

Unit 313, containing one bedroom and one bathroom, and 873 square feet of living area (mol) with a lanai of 98 square feet, (mol).

Unit 314, containing one bedroom and two bathrooms, and 848 square feet of living area (mol) with a lanai of 108 square feet, (mol).

Unit 315, containing three bedrooms and two bathrooms, and 1,953,147 square feet of living area (mol) with a lanai of 715538 square feet, (mol).

Unit 401, containing three bedrooms and two bathrooms, and 2,878 square feet of living area, (mol); with a lanai of 500 square feet, (mol); a balcony of 540 square

feet, (mol); and a combined balcony/lanai of 150 square feet, (mol).

Unit 402, containing three bedrooms and two bathrooms, and 2,448 square feet of living area, (mol); with a lanai of 374 square feet, and a combined balcony/lanai of 107 square feet, (mol).

Unit 403, containing four bedrooms and three bathrooms, and 2,469 square feet of living area, (mol); with a lanai of 873 square feet, (mol); a balcony of 754 square feet, (mol); and a combined balcony/lanai of 107 square feet, (mol).

e. The Resort Area. The Resort Area comprises the following elements:

- i. The Lobby, Office and Check-In Desk located on the ground floor of 600 square feet, (mol).
- ii. The swimming pool and cabana.
- iii. The Fourth Floor Fitness Center of 560 square feet, (mol).
- iv. The Fourth Floor Meeting Room of 1,070 square feet, (mol).
- v. The Fourth Floor Men's and Women's Restrooms.
- vi. The Fourth Floor Guest Services/Gift Shop of 369 square feet, (mol).
- vii. The Fourth Floor Restaurant including the indoor and outdoor seating, entryway, cooler, freezer, dry storage, kitchen, office and bar comprising a total of 6,774 square feet, (mol) including 2,612 square feet (mol) of indoor seating and 1,055 square feet of outdoor seating.

f. Destruction of the Building. In the event of a total or substantial destruction of the building, the locations, dimensions and descriptions of the respective Resort Units, the Limited Common Elements, the Common Elements and of the Resort Area as contained in the Survey and Plot Plan and subsequent amendments will control.

g. Changes. By acceptance of a deed to any Resort Unit, the respective grantees agree for themselves, their heirs, successors, and assigns and the holders of any mortgages, liens or other interests in or to any Resort Unit, that Developer shall have the right to amend this Declaration and the Survey and Plot Plan as may be necessary or desirable from time to time to identify, locate and show dimensions of any Resort Units which are not completed at the date of this Declaration, or to make changes to walls, doors or hallways depicted on the Survey and Plot Plan.

Such amendments shall be executed by the Developer and the joinder or further consent of individual Resort Unit Owners or holders of recorded liens or other interests therein or thereon shall not be required. Amendments shall take effect immediately on being recorded in the public records of Citrus County. No changes in the Resort Area shall be permitted.

h. Area Included. Each Resort Unit and the Resort Area shall include that part of the building containing the Resort Unit or the Resort Area, respectively, that lies within the boundaries of the Resort Unit or of the Resort Area, which boundaries shall be generally determined in the following manner:

i. Upper and Lower Boundaries. Except as otherwise provided herein, the upper and lower boundaries of the Resort Unit or of the Resort Area shall be the following boundaries extended to their planer intersections with the perimeter boundaries:

(1) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling of the Resort Unit or of the Resort Area.

(2) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the Resort Unit or of the Resort Area.

(3) Interior Divisions. No part of the non-structural interior walls or partitions shall be considered a boundary of a Resort Unit or of the Resort Area.

ii. Perimeter Boundaries. Except as otherwise provided herein or on the Survey and Plot Plan, the perimeter boundaries of the Resort Unit or of the Resort Area shall be the vertical planes of the unfinished interior surfaces of the drywall walls bounding the Resort Unit or the Resort Area extending to their planer intersections with each other and with the upper and lower boundaries described in Sections ~, respectively, above. The boundary between Resort Units and between Resort Units and the Resort Area shall be the centerline of the walls separating Resort Units or separating the Resort Area from Resort Units and the installation of walls between the Resort Units or between Resort Units and the Resort Area, and subsequent removal thereof, shall be governed by Section ~ of this Declaration.

iii. Apertures. Where there are apertures in any boundary which is part of the Condominium Property, these apertures shall be deemed to be part of

the Limited Common Elements, and as such, not part of the Resort Unit or Resort Area. Notwithstanding the boundaries set forth above, all exterior surfaces of the Building, all exterior windows made of glass or other transparent materials, and all doors providing access to the Resort Units, shall be part of the Limited Common Elements and excluded from the boundaries of the Resort Unit. Sliding glass doors, if any, and other apertures leading to balconies, lanais, terraces or other exterior parts of the Building to which access is limited to a single Resort Unit shall be part of the Resort Unit.

Where there is a balcony, lanai, utility room, mechanical room or other similar area attached to a Resort Unit or to the Resort Area and serving only the Resort Unit or Resort Area being bounded, and such area is not designated on the Survey and Plot Plan as a Common Element or Limited Common Element, such Resort Unit's or Resort Area's boundary shall be in the intersecting horizontal, vertical and/or other planes which include the planes of the undecorated finished ceiling(s) and floor(s) and the unfinished interior of all such areas.

iv. Utilities. Each Resort Unit and the Resort Area shall include all necessary easements for utility lines, systems, casings and attachments for Utility Services serving other Resort Units or the Resort Area in the Building. Utility lines serving only one Resort Unit or serving only the Resort Area shall be maintained, repaired and replaced by the Resort Unit Owner of the Resort Unit or Resort Area so served. Utility lines serving more than one Resort Unit, or serving one or more Resort Unit(s) and the Resort Area, or serving the Resort Area and one or more Resort Unit(s), shall be maintained, repaired and replaced by the Association.

v. Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the Survey and Plot Plan shall control in determining the boundaries of a Resort Unit or of the Resort Area, except that the provisions of Section ~, above shall control unless otherwise specifically reflected to the contrary on the Survey and Plot Plan.

i. Drawing. A drawing depicting the boundaries of each Resort Unit and of the Resort Area is included in the Survey and Plot Plan. In the event of an ambiguity in the foregoing narrative descriptions or a conflict within those narratives or between the narratives and the Survey and Plot Plan, the Survey and Plot Plan shall govern.

## 10. Changes by Developer.

a. Boundaries. The Developer hereby reserves the right, in its sole discretion, without the consent or approval of any mortgagee(s) or other lienor(s), contract vendee(s), the Association or any other person(s), to modify, move, alter, amend or change the boundaries between abutting Resort Units or within any Resort Unit owned by the Developer in such a manner as to, among other things, include additional rooms or spaces in one Resort Unit and exclude them from the other Resort Unit and to increase the size of one such Resort Unit and to decrease the size of the other, or to combine two or more abutting Resort Units into one Resort Unit, provided the Developer shall own all such Resort Units and if any such Resort Units are encumbered shall have obtained the consent of the mortgagee thereto.

b. Interior Design Arrangements. The Developer also reserves the right, in its sole discretion, without the consent or approval of any mortgagee(s) or other lienor(s), contract vendee(s), the Association or any other person(s), to change, alter, modify or amend the interior design arrangement, number of rooms, number of skylights, if any, layout of all Resort Units, and correct or modify the Survey and Plot Plan, so long as the Developer owns and has not encumbered the Resort Units so altered or, if encumbered, has obtained the consent of such mortgagee to such change, alteration, modification or amendment.

c. Recording of Changes. Should the Developer make any of the changes permitted by sub-sections ~, and ~., of this section, the Developer shall reflect such a change, modification, alteration or amendment by filing an Amendment to the Survey and Plot Plan and to this Declaration.

d. Effect of Boundary Change – Redistribution of Shares and Expenses. In the event such an amendment changes the boundary lines between two abutting Resort Units, such amendment to the Declaration shall also redistribute between the Resort Units the interest in the Common Elements and share of the Common Surplus and Common Expenses previously assigned to the Resort Units involved, in such a manner, that the total of these items as reassigned to the modified Resort Units as a whole shall equal the same totals of these items previously assigned to the Resort Units as a whole before such modifications.

e. Effect of Boundary Change – Voting and Shares. In the event that the Developer by such amendment combines two or more Resort Units into a new and larger Resort Unit, the interest in the Common Elements, and the Common Surplus and Common Expenses previously assigned and appurtenant to the Resort Units being combined shall be automatically reassigned to the new and larger Resort Unit. The combined Resort Unit(s) shall have the same votes in the Association for each original Resort Unit as otherwise designated herein.

f. Reversion or Further Amendment. If any two or more Resort Units are so combined, they may be subsequently separated into their original Resort Units or another configuration by amendment to this Declaration and to the Survey and Plot Plan. In such an event, the interest in the Common Elements, and the Common Surplus and the share of the Common Expenses previously assigned and appurtenant to such Resort Units shall equal the interest in the Common Elements and the Common Surplus and the share of the Common Expenses shall be adjusted in accordance herewith.

g. Effectuation. Such amendment to the Declaration shall be executed with the formality required by law for the execution of a deed, need be signed only by the Association and the Developer and the mortgagee(s) holding a mortgage on the Resort Unit(s) affected and shall be recorded in the Public Records of Citrus County and shall be effective from and after the date it is recorded.

h. The Resort Area. Once title to the Resort Area has been granted by the Developer to the Resort Area Owner, no changes in the boundaries of the Resort Area may be made except with the written consent of the Developer, the Resort Area Owner and the Association.

11. Changes by Resort Unit Owner.

a. Combination of Units. To the extent permitted by local law and approved by the Association and Resort Unit owners affected, after the initial conveyance by the Developer of a Resort Unit, a Resort Unit Owner may combine two or more units for the purpose of a sale or lease.

b. Effect of Boundary Change – Voting and Shares. In the event that a Resort Unit Owner combines two or more Resort Units into a new and larger Resort Unit, the interest in the Common Elements and the Common Surplus and Common Expenses previously assigned and appurtenant to the Resort Units being combined shall be automatically reassigned to the new and larger Resort Unit. The combined Resort Unit(s) shall have the same votes in the Association for each original Resort Unit as otherwise designated herein.

c. Reversion or Further Amendment. If any two or more Resort Units are so combined, they may be subsequently separated into their original Resort Units. In such an event, the interest in the Common Elements and the Common Surplus and the share of the Common Expenses previously assigned and appurtenant to such Resort Units shall equal the interest in the Common Elements and the Common Surplus and the share of the Common Expenses shall be adjusted in accordance herewith.

d. Prohibited Acts. Except as provided herein, after recording of the Declaration in the Public Records of Citrus County no amendment shall change the configuration or size of any Unit in any material fashion, except the combination or separation back to their original configuration of existing Resort Units; materially alter or modify the appurtenances to any Resort Unit, or change the percentage by which the owner of a Resort Unit shares the Common Expenses and owns the Common Elements and Common Surplus unless the record Resort Unit Owner(s) impacted, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment, and such amendment receives the affirmative vote of voting Members holding not less than a majority of the Voting Interests at a duly called meeting of the Resort Unit Owners.

12. Fixtures, Mechanical Systems, Etc. All fixtures, mechanical systems and equipment installed for the sole and exclusive use of the Resort Unit or of the Resort Area shall be deemed a part of the Resort Unit or of the Resort Area as applicable.

13. Interior Divisions of Living Space. All spaces, wall interior partitions, fixtures and other improvements within the boundaries of a Resort Unit as described above are a part of such Unit. Nonstructural interior walls shall not be considered a boundary of the Resort Unit. All interior doors adjacent to interior hall ways shall be deemed a part of the Resort Unit.

14. Balconies and Lanais. The boundary lines of the balconies and lanais that are Limited Common Elements appurtenant to the Resort Units or to the Resort Area that they abut are the interior vertical surfaces thereof and the exterior unpainted, unfinished surface of the perimeter balustrade or railing abutting the balcony or lanai. If such balcony or lanai is enclosed, the exterior unfinished surface of the perimeter wall or screened enclosure and the interior unfinished surfaces of the floor and ceiling of such balcony or lanai are the boundary lines. The inclusion of the area(s) described in this paragraph shall not alter the proportionate shares of the Condominium set forth in ¶ ~.

15. Special Unit Considerations.

a. All heating, ventilating and air conditioning equipment and other facilities or fixtures designed to serve a single Resort Unit or the Resort Area only, but located outside of or along the Resort Unit's or Resort Area's boundaries, are declared to be part of the Resort Unit or of the Resort Area, as applicable. If the foregoing definition does not cover a particular structure or equipment, it shall be deemed part of the Common Elements. In particular, air conditioning condensing units located on the roof level of the Building, together with their integrated pipes, cables and related equipment, shall be deemed a part of the Resort Unit or of the Resort Area, and the expense of maintenance, repair and replacement of such air conditioning condensing units shall be deemed the sole cost and expense of the Resort Unit Owner or Resort Area Owner whose Unit or Area they service.

b. The Resort Unit and the Resort Area shall not be deemed to include pipes, wires, conduits, or other public or private Utility lines running through the respective Resort Units or through the Resort Area which are utilized for or serve more than one Resort Unit, or serve one or more Resort Unit(s) and the Resort Area, or serve the Resort Area and one or more Resort Unit(s), which items are hereby made a part of the Common Elements of the Condominium.

c. Any replacement, restoration, or alteration of heating, ventilating or air conditioning equipment by a Resort Unit Owner or by the Resort Area Owner shall be performed expeditiously, and in a good, workmanlike and high-quality manner by licensed and insured repair technicians. No repairs shall cause any material disruption of HVAC service to any other Resort Unit Owner, to the Resort Area or to the Association. If, as and when the Association shall establish, by resolution, uniform requirements governing the model, make, capacity, tonnage, installation, maintenance and repair of HVAC equipment, such requirements shall be binding upon all Resort Unit Owners; provided, however, that Developer shall be exempt from the foregoing requirements with respect to all units owned by Developer and the Resort Area Owner shall be exempt from the foregoing requirements with respect to the Resort Area.

d. All exterior windows (and their window frames) are hereby declared to be a part of the Resort Unit or Resort Area to which they are appurtenant; provided, however, that any maintenance of exterior windows, as well as repair of broken glass or window frames from time to time, shall be performed by the Association in a uniform and attractive manner, at the sole expense of the Resort Unit Owner or Resort Area Owner, which expense the Unit or Area Owner shall pay promptly to the Association upon receipt of a statement for any such repairs.

e. In connection with the design and construction of each Resort Unit and of the Condominium, each Resort Unit Owner and the Resort Area Owner by acceptance of a deed conveying title to a Resort Unit in the Condominium, shall be deemed to have agreed as follows:

i. The Resort Units and the Resort Area in the Condominium may contain sealed-concrete floors. Cracking and spidering is a normal, cosmetic characteristic of sealed concrete floor construction and does not constitute a design or construction flaw or defect regardless of any drawings, elevations, models, or renderings of any kind reviewed by the Resort Unit Owner or the Resort Area Owner in connection with the purchase of the Resort Unit or of the Resort Area.

ii. No modification, decoration or customization of the unit by buyer shall involve any core drilling or penetration of the floor of the unit, nor any

alteration of the common elements of the condominium, unless expressly authorized, in writing, in the manner provided in this Declaration of Condominium.

f. To the fullest extent permitted by Florida law, developer makes no warranty with respect to cosmetic conditions affecting a Resort Unit, unless the cosmetic conditions resulted from a defect in an element of the Resort Unit warranted under applicable Florida law.

16. Common Elements. The Common Elements shall consist of the following:

- a. The Property, as herein defined, to the extent not a part of the Resort Units or the Resort Area.
- b. All parts of the Condominium that are not included in the Resort Units or the Resort Area.
- c. All portions of the swimming pool and cabana.
- d. All portions of the ground floor containing the Parking Spaces that have not been assigned by the Developer as Limited Common Elements appurtenant to the Resort Area. No parking spaces may be assigned by the Developer or by the Association as Limited Common Elements appurtenant to a Resort Unit. A maximum of \* Parking Spaces may assigned as Limited Common Elements of the Resort Area.
- e. Easements through Resort Units and the Resort Area for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of Utility Services, heating and cooling and/or ventilation to the Resort Units, Resort Area and to the Common Elements of the Building.
- f. Easements of support in every portion of a Resort Unit or of the Resort Area that contributes to the support of any other Resort Unit, the Resort Area or to the Building.
- g. Cross-easements for ingress, egress, support, maintenance, repair, replacement and Utilities.
- h. Easements for encroachments by the perimeter walls, ceilings and floors surrounding each Resort Unit or the Resort Area caused by the settlement or movement of the Building or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until

such encroachments no longer exist.

i. Installations for the furnishing of Utility Services to more than one Resort Unit, the Resort Area or to the Common Elements.

j. Hallways, stairways, elevators, elevator shafts, and trash chutes, all as shown on the Survey, and Plot Plan attached hereto as Exhibit “~” and made a part hereof.

k. All driveways and walkways that are a part of the Condominium Property.

l. The Retention Pond located on the Condominium Property.

m. All fixtures on property owned or held for the common use, benefit and enjoyment of all the Resort Unit Owners and the Resort Area Owner in the Condominium.

n. Notwithstanding any provision of this Declaration to the contrary, amendments to the Common Elements may be made as provided in Section 718.110(4) and 718.110(6), Florida Statutes. Resort Unit Owners and the Resort Area Owner shall not do anything within their Resort Units or the Resort Area or on the Common Elements that would adversely affect the safety or soundness of the Common Elements or any portion of the Condominium or the Building.

17. Limited Common Elements. Description of Limited Common Elements. The Limited Common Elements shall consist of those portions of the Common Elements that are reserved for the use of certain Resort Unit Owners, a certain Unit Owner, or the Resort Area Owner, to the exclusion of other Unit Owners or of the Resort Area Owner, and which are either designated as Limited Common Elements on the materials depicting the Condominium in Exhibit “~” attached hereto or are otherwise identified as Limited Common Elements in this Declaration. Such Limited Common Elements shall include, without limitation, the following items:

a. Parking Spaces may be assigned by the Developer to the Resort Area Owner as long as the Developer holds a Unit in the Condominium for sale in the ordinary course of business. Thereafter, the Association may assign Parking Spaces to the Resort Area Owner. Parking Spaces so assigned become a Limited Common Element, appurtenant to the Resort Area.

b. The assignment of Parking Spaces as herein contemplated shall not be recorded in the public-or official records of any county or otherwise made a matter of public record, but shall be evidenced by book (which may be printed, computerized or otherwise maintained in other reasonable media) on the books

and records of the Association. Designation of the right to use Parking Spaces assigned to the Resort Area Owner may be made by an unrecorded written assignment.

c. Subsequent to the assignment of Parking Spaces to the Resort Area Owner as a Limited Common Element the Association shall not thereafter reassign or change the assigned Parking Spaces Unit without the Resort Area Unit Owner's prior written consent.

d. The perpetual exclusive easement to use the area of the balcony or lanai accessed from the interior of each Resort Unit or the Resort Area, as well as exterior windows and doors adjacent to each Resort Unit or to the Resort Area, as more particularly described on the-Survey and Plot Plan attached hereto as Exhibit "~" and, made a part hereof, which easement shall be limited to the Owner of the Resort Unit or the Resort Area to which such balconies, lanais, windows and doors are attached.

e. Light and electrical fixtures outside the Unit or attached to the exterior wall outside each Resort Unit or the Resort Area which solely serve such Unit or Area.

f. The use and enjoyment of the Limited Common Elements shall be in accordance with the terms and provisions of this Declaration, the Articles, the By-Laws and any Rules and Regulations promulgated by the Association from time to time.

18. Easements. In addition to any other easements created under the Act or the terms of this Declaration, the following easements are expressly created, granted and reserved.

a. Services and Utilities. Non-exclusive easements are hereby reserved unto the Developer, its successors and assigns, and also granted to the respective Utility providers from time to on, over, under, across and through the Common Elements and Limited Common Elements of the Condominium, to such extent as may be required for the provision of services and Utilities to all of the Condominium Property and the Building (whether or not included in the Condominium), including, but not limited to, all Utility Services (whether public or private), the complete operation of any services or facilities which may be provided by the Developer or the Association, their respective successors or assigns, or any public or private Utility company to serve the Condominium or the Building. The reservation and grant of easement includes (i) easements over, under, across and through Resort Units and over, under across and through the Resort Area for conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility and other services to the Resort Units and to the Resort Area, Common Elements and Limited Common Elements, and (ii) the right to construct or install all

necessary facilities or equipment upon the Condominium Property and to enter thereon to maintain, repair, service, replace, or enlarge the same. Neither any Resort Unit Owner nor the Resort Area Owner shall do anything within or outside his Unit or Area that interferes with or impairs, or may interfere with or impair, the provision of any Utility, or other service facilities or the use of these easements. The Association has the irrevocable right to access each resort Unit and/or the Resort Area during reasonable hours, when necessary, to maintain repair or replace those items and areas, as detailed in this Declaration or as contemplated hereunder, for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved, pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to any Unit.

b. Encroachments. In the event that any permitted improvements within a Resort Unit, or any portion of the Common Elements or Limited Common Element shall encroach upon any other Resort Unit, or the Resort Area or the Common Elements or Limited Common Elements for any reason except the intentional or negligent act of the Resort Unit Owner or of the Resort Area Owner, then an easement shall exist to the extent of such encroachment so long as the same shall exist. The foregoing easement for encroachments shall include, without limitation, any encroachment occurring by reason of construction or reconstruction of improvements after casualty or condemnation, settling or shifting of any improvements, any addition, alteration or repair to the Common Elements or Limited Common Elements made with the consent of the Association. Any such easement for encroachments shall also include an easement for the maintenance and use of encroaching improvements in favor of the Resort Unit Owners their successors and assigns.

c. Support. An easement of support in favor of all Resort Unit Owners and of the Resort Area Owner, and their successors and assigns, shall burden every portion of a Resort Unit and of the Resort Area contributing to the support of the Building or an adjacent Condominium. Common Elements or Limited Common Elements.

d. Ingress and Egress. A non-exclusive perpetual easement shall exist, in favor of each Resort Unit Owner and occupant, their families, guests and invitees, and in favor of the Resort Area Owner, for pedestrian traffic over, through and across the Common Elements intended for such purposes from time to time; provided, however that under no circumstances shall any vehicular or pedestrian traffic be allowed over or through any Resort Unit (except for pedestrian traffic by the Unit Owner and such Unit Owner's immediate family and invitees).

e. Drainage. An easement shall exist over, under and through the Condominium Property as may be necessary for drainage and for the construction, repair,

maintenance and operation of drainage facilities for the benefit of the Condominium Property; provided, however, that any such activities shall be conducted in conformity to the construction plans and all governmental approvals for the Building.

f. Construction of Improvements. Easements shall exist in favor of Developer over the Condominium Property for ingress and egress, and for such purposes of constructing, equipping, fixturing and furnishing of the Condominium Property, including construction, maintenance, operation and the like of the Condominium Property, its Resort Units, Resort Area, Common Elements and Limited Common Elements. Developer shall also have an easement over, under, across, in and through such property as may be required by the Developer in connection with the completion of any contemplated improvements in the Building and the sale of Resort Units therein. Neither the Unit Owners nor the Association, nor their use of the Condominium Property, shall interfere in any way with the Developer's completion and sale of Resort Units located within the Condominium.

g. Sales and Management Activities. Until such time as the Developer has conveyed all Resort Units to third parties, and so long as Developer holds a Resort Unit in the Condominium for sale in the ordinary course of business, the Developer, its designees, successors and assigns, shall have the right to use any such Resort Units and parts of the Common Elements for Resort Units models; sales, management and construction offices; to show model Units and the Common Elements to prospective purchasers and, if applicable, tenants of Resort Units; and to erect on the Condominium Property signs, banners, flags and other promotional material to advertise Resort Units for sale or lease.

h. Sales Activities by the Resort Area Owner. At such time that the Resort Area Owner takes title to the Resort Area, the Resort Area Owner shall have the right to erect on the Condominium Property signs, banners, flags and other promotional material to advertise Resort Units for rent and to advertise the Restaurant in accordance with the Signage List attached as Exhibit \* to the Development Agreement between the Developer and Citrus County.

i. Balcony and Lanai Easements. A; non-exclusive perpetual easement shall exist, in favor of each Resort Unit Owner and Occupants, their families, guests and invitees, for the use, enjoyment and benefit of the balcony or lanai adjacent to any Resort Unit and in favor of the Resort Area Owner for the use, enjoyment and benefit of the balcony or lanai adjacent to the Resort Area.

j. Condominium Plat. All easements described or shown on the Condominium Plat.

k. Developer Activities. Until such time as Developer completes and sells all of the Resort Units in the Condominium, and so long as Developer holds a Resort Unit in the Condominium for sale in the ordinary course of business, the Developer reserves the right to prohibit access to any portion of the Common Elements of the Condominium Property, or uncompleted Resort Units, to any of the Occupants of the Condominium and to utilize various portions of the Common Elements or Resort Units in connection with such construction and development. No Resort Unit Owner or such Owner's invitees nor the Resort Area Owner shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, owns any Resort Unit within the Building and is carrying on any business in connection therewith, including the selling, renting or leasing of such Resort Unit or Resort Units, the Resort Unit Owners and their invitees shall in no way interfere with such activities or prevent access to such Resort Units by Developer, its employees, agents, contractors, successors, or assigns.

l. Association Easement. A perpetual, non-exclusive easement is hereby granted to the Association, its successors and assigns over, under, across and through the Condominium Property for the purpose of permitting the Association to perform its obligations hereunder. Such easement shall permit access to Resort Units and to the Resort Area upon reasonable prior notice (which may be written, telephonic, or any other reasonable notice), except that no notice shall be required for access to a Resort Unit or to the Resort Area in the event of any emergency. No Resort Unit Owner nor the Resort Area Owner shall do anything within or outside his or her Resort Unit or the Resort Area that interferes with or impairs, or may interfere with or impair, the provision of Utilities, or the use of any of the foregoing easements. The Association shall have the irrevocable right of access to each Resort Unit and to the Resort Area during reasonable hours, when necessary to maintain, repair, or replace those items and areas for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved pursuant to this Declaration, or as necessary to prevent damage to the Common Elements, or to any Resort Unit or to the Resort Area. Whenever in this Section or elsewhere in this Declaration an easement is granted or reserved to any party, such easement shall also benefit such party's successors, grantees, assigns, agents, employees, licensees, and guests. All easements referred to herein shall be non-exclusive easements.

The Association shall have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Elements in favor of Resort Unit Owners and Occupants, their families, guests and invitees, in favor of the Resort Area Owner, in favor of any other person, entity, public or quasi-public authority or Utility company, or (ii) modify, relocate, abandon or terminate

existing easements within or outside of the Condominium in favor of the Association and/or the Resort Unit Owners and Occupants of the Condominium and their families, guests and invitees, or in favor of the Resort Area Owner, or in favor of any person, entity, public or quasi public authority or Utility company as the Association may deem desirable for the proper operation and maintenance of the Condominium or any portion thereof, or for the health, safety or welfare of the Resort Unit Owners and of the Resort Area Owner, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements, will not unreasonably and adversely interfere with the use of the Resort Units for resort and other purposes permitted by this Declaration, no joinder of any Resort Unit Owner or any mortgagee of any Resort Unit shall be required, or if the same would unreasonably and adversely interfere with the use of any Resort Unit for resort or such other purposes, only the joinder of the Resort Unit Owners and Eligible Mortgage Holders of the Resort Units so affected will be required. To the extent required all Resort Unit Owners and the Resort Area Owner hereby irrevocably appoint the Association as their attorney-in-fact for the foregoing purposes.

m. General. Easements shall exist over, under, across, in and through the Condominium Property for the purpose of permitting the Developer and Association to carry out their rights and duties expressed or implied, pursuant to this Declaration and its exhibits, and to facilitate such other actions by appropriate parties as may be reasonably necessary to further the development of the Condominium and the Building.

n. No Public Rights; Additional Rights. No right shall ever accrue to the public as to the easements referred to in the preceding paragraphs. Until such time as control of the Association has been turned over to the Resort Unit Owners other than Developer, (i) the foregoing easements shall be subject to such additional easements as the Developer may hereafter deem necessary and (ii) the Developer shall have the right, in its sole and absolute discretion, to grant such additional easements over, upon, across and under all easement areas which may be within or outside of the Condominium as it deems necessary, and the consent of no other party shall be required. Notwithstanding the foregoing, until such time as control of the Association has been turned over to the Resort Unit Owners and the Resort Area Owner, other than Developer, the Developer may convey or dedicate to public use any easement granted by this Declaration, in Developer's sole and absolute discretion.

#### 19. Special Rights and Rights to Grant Easements.

a. Grants by Developer. Developer shall have the right to grant easements over the Condominium Property, specifically including, but not limited to granting

non-exclusive easements to vendors and contractors so long as Developer holds a Resort Unit in the Condominium for sale in the ordinary course of business. Developer shall be entitled to retain any and all commissions, fees and compensation from any such vendor or contractor for such easements and the Association shall have no right of contribution to such commissions, fees or compensation.

b. Roof Easements. So long as Developer holds a Resort Unit in the Condominium for sale in the ordinary course of business, Developer shall have exclusive, perpetual and irrevocable right and license for itself, its agents, successor and assigns to sell, lease or assign any space on the roof of the Building (other than any, portion occupied by HVAC equipment), for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of telecommunication antennae and equipment, and signage for any lawful purpose or purposes, as permitted by the Development Agreement. Developer shall have a non-exclusive, perpetual and irrevocable easement over the roof areas to exercise its rights as set forth above. In addition, so long as Developer holds a Resort Unit in the Condominium for sale in the ordinary course of business, Developer shall have a non-exclusive, perpetual and irrevocable easement over other portions of the Condominium for access to and from such roof areas and to construct, install, use, maintain, repair, replace, improve, remove and operate any Utility lines servicing such telecommunications equipment or signage. Developer and the Association hereby agree to indemnify each other for any damage or destruction caused to the property of the other in the exercise of any easement right granted in this Declaration. The Developer shall collect and retain and all income received from the exercise of its rights under the provisions of this Subsection.

c. Utility Service Easements. So long as Developer holds a Resort Unit in the Condominium for sale in ordinary course of business, Developer hereby reserves unto itself and its successors and its assigns and grants to the Association, with the power to assign, non-exclusive easements over, under upon and through the Condominium Property for the purposes of access, to, or constructing or maintaining, improvements upon, providing Utility services to or across, or providing drainage to or from the Condominium Property, any other property which may become part of the Condominium Property pursuant to this Declaration, or any other property adjacent to the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Resort Units and of the Resort Area for resort purposes.

d. Other Facility Easements. Developer hereby reserves the right to install all lines, pipes and facilities throughout the Condominium Property as may be needed for the use of the Resort Units and of the Resort Area individually and/or

collectively from time to time. Developer shall assume all costs associated with such installations. Subsequent to installation, unless otherwise provided and agreed to by the affected Resort Unit or Resort Area Owner or Owners, the Association shall be responsible for the maintenance of such lines, pipes and facilities.

e. Warranty Obligations. For as long as the Developer remains liable under any warranty, whether statutory, expressed, or implied, for any act or omission in the development of the Condominium, or in the sale or marketing thereof, the Developer shall have the right to enter on the Condominium Property, and to take all actions necessary or convenient for the purpose of inspecting, testing, surveying, to determine the actions needed to fulfill any warranty or to determine the extent of the warranty, and to take those actions necessary to fulfill the Developer's responsibilities under the warranty.

f. Right of Assignment. Developer hereby reserves the right to assign 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 the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The right of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Resort Unit Owners, the Board or the Association upon the transfer of control of the Association. Any assignment of Developer rights shall be evidenced by an instrument recorded with the formalities of a deed in the public records of Citrus County, Florida.

g. Incidental Damage. Any damage to a Resort Unit or to the Resort Area caused by, or as a result of, the carrying out of the maintenance responsibilities of the Association, another Resort Unit Owner or the Resort Area Owner, or the negligence thereof, shall be repaired promptly by the Association as a Common Expense, or the Resort Unit Owner or Resort Area Owner as the case maybe. Any damage to any part of the Common Elements caused by or the result of any intentional act of a Resort Unit Owner, the Resort Unit Owner's immediate family, agents, contractors, invitees, licensees or tenants, or the Resort Area Owner, or by such Resort Unit Owner or Resort Area Owner in carrying out his maintenance responsibilities, if any, shall be repaired promptly at the expense of such Resort Unit Owner or Resort Area Owner.

h. Combination of Multiple Units. A Unit may be combined with any laterally adjacent Unit or Units in order to permit occupancy of such areas as one comprehensive resort space. Such a Combination of Resort Units shall be for

purposes of occupancy and use only and shall not be deemed an amendment to this Declaration. Further, any such combination shall not be considered to be a material alteration of or modification to the configuration or size of a Resort Unit. In all events, the subject Resort Units shall in no manner be considered to become one Resort Unit, but rather shall at all times remain and be considered to exist in the same manner as prior to the combination for purposes of Assessments, voting and all other matters as provided herein. Any permitted combination of Resort Units shall be required to comply with all laws as they may be then applicable. Additionally, subject to the exemption of the Developer below, no construction activities to effect such a combination shall be commenced without the prior written approval of the Board of Directors, which approval shall not be unreasonably withheld, conditioned or delayed. The Board shall ensure that the combination of Resort Units shall have no detrimental impact on the structural integrity of the Building or the usage of any portion of the Building. The Board shall act in a reasonable and prudent manner in recognizing the rights of the Owner to combine such Resort Units in the manner contemplated by this subsection. The Developer, however, shall be exempt from the approval provisions of this paragraph.

i. Limitation on Developer's Rights. Upon the later to occur of (i) the sale by Developer of the last Resort Unit that will ultimately be under the jurisdiction of the Association, or (ii) the date that control of the Association is turned over to the Resort Unit Owners and the Resort Area Owner by the Developer, all rights and easements in favor of Developer under this Article ~ shall terminate.

Article ~  
Ownership of Common Elements  
and Common Surplus; Share of  
Common Expenses; Voting Rights

20. Ownership Shares. The undivided share in the Common Elements and the Common Surplus which are appurtenant to each Resort Unit and to the Resort Area as well as the undivided share of the Common Expenses to be paid with respect, to each Resort Unit and the Resort Area shall be computed on the following basis.

a. Calculation of Interest. The allocation of percentage shares in the Common Elements and Common-Surplus, and the percentage share of the Common Expenses appurtenant to each Resort Unit and to the Resort Area is set forth on Exhibit “~” as attached hereto and made a part hereof. The allocation of percentage shares has been established by the Developer in the following manner:

i. The approximate area of each Resort Unit and of the Resort Area has

been measured in square feet based upon the interior surface of the walls bounding the Resort Unit (the “Unit Area”) or the Resort Area.

ii. The total area of all Resort Units and of the Resort Area has been computed and is hereinafter referred to as the “Total Unit Area.”

iii. The Total Unit Area has been divided into the Unit Area of each Resort Unit and of the Resort Area to determine the allocation of percentage shares for each Resort Unit and the Resort Area as set forth on Exhibit “~” to this Declaration.

b. Acceptance as to Area Calculation. The foregoing methods of calculation were undertaken in order to establish a fair and equitable method of allocating assessment percentages to Resort Units and the Resort Area within the Condominium and the purchaser of the Resort Area and every purchaser of a Resort Unit, whether from the Developer or otherwise, hereby agrees to be bound by such calculations and hereby irrevocably waives the right to assert that the formula used or the measurements made were unfair, inequitable, or otherwise in error.

c. Acceptance as to Function of Resort Area Owner. The purchasers of the Resort Units acknowledge that this Condominium is established so that the owner of the Resort Area is also the Manager of the Condominium Association. As Manager of the Condominium Association, the Resort Area Owner shall be an *ex officio* member of the Board of Directors but without a vote on the Board. Every purchaser of the Resort Units accept the role of the Resort Area Owner as Manager of the Condominium Association and hereby irrevocably waives the right to assert any conflict of interest, real or imputed, on the part of the Resort Area Owner in functioning as the Manager of the Condominium Association and as Resort Area Owner.

21. Voting Rights. Each Owner of a Resort Unit shall be a Member of the Association and shall be entitled to one (1) vote, which shall be cast by the Owner in accordance with the provisions of the By-Laws and Articles of the Association. The Resort Area Owner shall be entitled to eight (8) votes. The total number of votes shall be forty-one (41). Membership in the Association shall automatically terminate upon the termination of ownership of a Condominium Parcel, and the subsequent Resort Unit Owner taking title shall automatically be entitled to such Membership.

22. Common Expense and Common Surplus. The Common Expenditures of the Condominium shall be determined and shared by the Unit Owners, as specified in this Declaration and applicable exhibits hereto, except as may otherwise be provided by applicable Florida law. The percentage interest in Common Expenses and Assets are set forth in this Article

above. Any Common Surplus of the Association shall be owned by each of the Resort Unit Owners and the Resort Area Owner in the same proportion as their ownership interest in the Common Elements.

Article ~  
Restraint upon Separation and Partition of Common Elements,  
and Limited Common Elements

23. The undivided share in the Common Elements, Limited Common Elements and Common Surplus, and the exclusive right to use all appurtenant Limited Common Elements shall not be separated from the Resort Unit and shall pass with the title to the Resort Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all appurtenant Limited Common Elements appurtenances to a Resort Unit shall remain undivided and cannot be conveyed or encumbered, except together with such Resort Unit. No Unit Owner shall bring, or have any right to bring, any action for partition or division of the Common Elements, Limited Common Elements, or the Condominium Property except as provided in this Declaration with respect to a termination of the Condominium.

Article ~  
Provisions Relating to the Sale of Units.

24. In order to insure a community of congenial owners and thus protect the value of the Resort Units, the sale or transfer of Resort Units by any Owner other than the Developer shall be subject to the following provisions:

a. Conveyances. Sales and Transfers.

The potential disapproval of Resort Unit purchasers set forth in this section applies only to legal, non-discriminatory disapprovals consistent with, and permitted by, law.

i. Approval by the Board. Prior to the sale, conveyance or transfer of any Condominium Parcel to any other person other than to a member of transferor's immediate family, the Resort Unit Owner shall notify the Board of Directors of the Association of such proposed sale, conveyance or transfer by delivering to the Association or its agents a completed application form, identifying the name and address of the person(s) to whom the proposed sale, conveyance or transfer is to be made and such other information as may be required by the Association. The Association may charge a transfer fee to offset its costs of reviewing and processing the application, but in no event shall such fee exceed \$100.00 per applicant, other than husband/wife or parent/dependent child, which shall be considered one applicant. The Association, or its agents shall determine

the format of the application form, and shall receive and process the required applications. Within ten (10) business days after receiving such notice in the form of the completed application form and such supplemental information as may be required by the Board of Directors, or its agents, such Board of Directors shall either approve or disapprove a proposed sale, transfer or conveyance, in writing. The Owner shall be notified of the decision in the event the Board of Directors fails to approve or disapprove a proposed sale within such ten (10) business days. The failure to act as aforesaid shall be considered approval of the sale, conveyance or other transfer.

ii. Approval by the Resort Area Owner. Prior to the sale, conveyance or transfer of any Condominium Parcel to any other person other than to a member of transferor's immediate family, the Resort Unit Owner shall notify the Resort Area Owner of such proposed sale, conveyance or transfer by delivering to the Association or its agents a completed application form, identifying the name and address of the person(s) to whom the proposed sale, conveyance or transfer is to be made and such other information as may be required by the Resort Area Owner. The Resort Area Owner may not charge a transfer fee to offset its costs of reviewing and processing the application. The Resort Area Owner or its agents shall determine the format of the application form, and shall receive and process the required applications. Within ten (10) business days after receiving such notice in the form of the completed application form and such supplemental information as may be required by the Resort Area Owner or its agents, such Resort Area Owner shall either approve or disapprove a proposed sale, transfer or conveyance, in writing. The Owner shall be notified of the decision in the event the Resort Area Owner fails to approve or disapprove a proposed sale within such ten (10) business days. The failure to act as aforesaid shall be considered approval of the sale, conveyance or other transfer.

iii. Approval of Transfer. If approval of the sale, conveyance or transfer is given or such transaction is considered approved in accordance with the foregoing, a certificate of approval signed by an officer of the Association shall be recorded in the public records of Citrus County, Florida to verify compliance with this provision of the Declaration, and shall terminate the redemption rights provided below.

b. Disapproval of Transfer by Board of Directors or by Resort Area Owner.

i. Disapproval and Owner's Intention to Consummate Transfer. In the event the Board of Directors or the Resort Area Owner disapproves the

proposed sale conveyance or transfer, and the Resort Unit Owner continues in his or her desire to consummate the sale, conveyance or transfer of the Resort Unit, he or she shall, not later than thirty days before the date scheduled for such sale, conveyance or transfer to the intended transferee, give written notice to the Association or its agent(s) and to the Resort Area Owner or its agent of his or her intention to sell, convey or transfer on such date. Such notice shall include a copy of the contract for sale, conveyance or transfer, setting forth the terms and the sale price hereof. In the event the required notice in the foregoing sentence is not given more than thirty (30) days prior to an intended closing, the Resort Unit Owner/seller shall extend the closing date to no earlier than the thirty-first (31<sup>st</sup>) day following the giving of such notice. The Association secretary shall promptly notify the Members of the Association of the date, price and terms set forth in the notice.

ii. First Right of Refusal to Association Member. Any Member of the Association shall have the first right and privilege over the prospective purchaser or transferee of the Unit to accept such sale or transfer on the terms contained in the notice, provided that such Member shall so notify the Association or its agent in writing of the acceptance, not more than fifteen (15) days after the date of the Unit Owner's notice under this paragraph, and shall deposit with the Association a sum equal to ten percent (10%) of the purchase price as a good faith deposit. Notice of such acceptance and deposit shall be promptly forwarded to the Unit Owner by the Association's Secretary so that such Owner shall be so notified not more than twenty (20) days after the Unit Owner notice. In the event the Unit Owner giving notice receives acceptances from more than one (1) Member, it shall be discretionary with the Unit Owner/seller giving notice to consummate the sale or transfer with whichever of the accepting Members he chooses. Multiple Members of the Association may jointly purchase the Unit or make the redemption set out below with all the provisions hereof applying as though such Members acting jointly were one (1) Member.

iii. Second Right of Refusal to Resort Area Owner. The Resort Area Owner shall have second right and privilege over the prospective purchase or transferee of the Unit to accept such sale or transfer on the terms contained in the notice, provided that the Resort Area Owner shall so notify the Association or its agent in writing of the acceptance, not more than fifteen (15) days after the date of the Unit Owner's notice under this paragraph, and shall deposit with the Association a sum equal to ten percent (10%) of the purchase price as a good faith deposit. Notice of such acceptance and deposit shall be promptly forwarded to the Unit

Owner by the Association's Secretary so that such Owner shall be so notified not more than twenty (20) days after the Unit Owner notice.

iv. Failure of Association Member or Resort Area Owner to Purchase. If no Member of the Association accepts this first right of purchase as aforescribed, and the Resort Area Owner does not accept its second right of purchase as aforescribed, then the Board of Directors and the Resort Area Owner shall approve the original transaction proposed by the Resort Unit Owner.

c. No Offer to Purchase Resulting. In the event the Unit Owner giving notice under the preceding paragraphs receives no written notice that a Member of the Association or the Resort Area Owner accepted the price and terms of the proposed sale or transfer on or before twenty (20) days after his notice in the preceding paragraphs, then that Member may complete the sale or transfer of his Resort Unit at the price and terms given in his notice, but on no other price or terms without repeating the procedure outlined above. If the required notice after disapproval been duly given and neither a Member nor the Resort Area Owner accepts the right to purchase the Unit instead of the proposed purchaser, a certificate so stating, signed by an officer of the Association, and by the Resort Area Owner shall be recorded to verify compliance with the provision of the Declaration and terminate the redemption rights provided below.

d. Impermissible Transfer. In the event that any Resort Unit Owner makes a sale or transfer of a Resort Unit in this Condominium without first complying with the terms hereof, any other Member or the Resort Area Owner shall have the continuing right to redeem such Unit from the purchaser thereof, according to the above provisions. Such redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown on the contract for purchase of a Resort Unit and immediately after such reimbursement, such purchaser or transferee shall convey all right, title and interest acquired by such purchaser or transferee to the Member or Resort Area Owner making the redemption. Any expenses, which shall include, but not be limited to attorneys' fees and court costs incurred by the Association, any Members or the Resort Area Owner for enforcement of the provisions hereof shall be reimbursed to the Association, the Member or the Resort Area Owner by the Member who violates or fails to strictly with these provisions.

e. Certificate of Association. The certificate of the Association stating the approval in all respects on a certain date of the sale or transfer of a Condominium Parcel to certain persons shall be conclusive evidence of such fact, and from the date of approval as stated in the certificate, the redemption rights herein afforded the Members and the Resort Area Owner shall terminate.

f. Effect of Certificate of Association. The certificate of the Association, stating that the Secretary of the Association and the Resort Area Owner were given proper notice on the certain date of a proposed sale or transfer that such proposed sale or transfer was approved and that thereafter, all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a Condominium Parcel have been compiled with and that the sale or transfer of a particular Condominium Parcel to a particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts as for the purpose of determining the status of the person's title to such Condominium Parcel sold or transferred. Such certificate shall not be evidence of the fact that the subsequent sale to such person was made at the price and terms stated in the notice given to the Secretary and to the Resort Area Owner, but one hundred eighty (180) days after the date of the notice to the Secretary of the Association as stated in the certificate, the price and terms stated in the notice shall be conclusively deemed to be the price and terms of the subsequent sale for the purposes hereof.

g. Survival of Redemption Right. Unless terminated by recording in the public records of Citrus County, Florida, at the time of transfer either the aforementioned certificate of sale or transfer approval or the certificate of compliance with the notice procedure upon disapproval of sale or transfer, the right of redemption by any other Unit Owner(s) or by the Resort Area Owner of this Condominium shall remain effective and may be exercised for a period of five (5) years after the date the deed of conveyance as to such sale or transfer has been recorded.

h. Non-Effect on Mortgagees and Other Parties. Notwithstanding anything to the contrary herein, this section shall not affect the rights of a mortgagee with a recorded mortgage on any Resort Unit. Moreover, the rights set forth herein shall remain subject and subordinate to and recorded mortgage on the Resort Unit from time to time. Further notwithstanding anything to the contrary herein, the provisions of this Section shall not be applicable to: (i) purchasers at judicial sales by reason of their acquisition of the Resort Unit at such sale; (ii) transfers of first mortgages to or from mortgagees; (iii) transfers to or from the Developer or its successors, subsidiaries, and assigns; or (iv) transfers by a Resort Unit Owner to his or her immediate family by deed or operation of law. However, notice of any such transfer exempt from the provisions of this Section shall be given to the Secretary of the Association and the Resort Area Owner for as long as the, Management Agreement remains in effect, so that an accurate roster of Resort Unit Owners may be maintained.

## 25. Special Provisions Regarding the Sale, Mortgaging or Other Alienation by Certain Mortgagees and Developer.

a. Rights of Mortgagees. A mortgagee holding a mortgage on a Resort Unit or

the Association or Resort Area Owner, upon becoming the Owner of a Resort Unit through foreclosure, or by deed in lieu of foreclosure, or whomsoever shall acquire the title to a Resort Unit at the foreclosure sale conducted pursuant to the foreclosure of a mortgage held by a mortgagee, or at a foreclosure sale conducted pursuant to the foreclosure of a lien for Common Expenses, shall have the unqualified right to sell or otherwise transfer such Resort Unit, including the fee ownership thereof, and/or to mortgage” such Resort Unit, without compliance with the approval or notice requirement of this Article. Notwithstanding the foregoing, however, notice of such transfers, leases or rentals must be given to the Association and to the Resort Area Owner or their agents, so that they may maintain an accurate roster of Resort Unit Owners.

b. Rights of Developer. The Developer is irrevocably empowered to sell and/or mortgage Resort Units to any purchaser or mortgagee. So long as Developer holds a Resort Unit in the Condominium for sale in the ordinary course of business, the Developer shall have the right transact any business necessary to consummate sales of Resort Units, including, but not limited to, the right to maintain models, have signs, use the Common Elements and to show Resort Units. The sale office(s), signs, and all items pertaining to sales shall not be considered Common Elements, and shall remain the property of the Developer. The Developer may use any unsold Resort Unit(s) as a sales office and/or model Resort Unit(s).

c. Unsold Units. In the event there are unsold Resort Units, the Developer retains the right to be the Owner of unsold Resort Units under the same terms and conditions as all other Unit Owners in such Condominium (except as otherwise provided herein).

d. Time-Share. Time-share estates will not be created with respect to Resort Units.

#### Article ~ Eminent Domain

26. The condemnation or taking of all or any portion of the Condominium Property by any governmental authority through legal action or negotiations in lieu thereof shall be governed by the following provisions:

a. Deposit of Certain Condemnation Awards with Insurance Trustee. Condemnation awards pertaining to the taking of Common Elements shall be paid over by each Resort Unit Owner and by the Resort Area to the Insurance Trustee for use as noted hereinafter in this Section. In the event the Resort Unit Owner or the Resort Area Owner fails to turn over such award as required, the defaulting

Resort Unit Owner shall be charged the maximum interest which does not constitute usury under Florida law until such amount is fully paid. Regardless of the foregoing, however, condemnation awards pertaining to the condemnation of Resort Units shall not be the property of the Association.

b. Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for in Article ~ below for determining whether damaged property will be restored, reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

c. Disbursement of Funds. If the Condominium is not terminated after a condemnation, the proceeds of the awards pertaining to the condemnation of Common Elements 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 a 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 any such awards shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty, or as elsewhere in this Section specifically provided.

d. Condemnation of Resort Area.

i. Partial Condemnation. Awards for the taking of portions of the Resort Area shall be used to render the remaining portion of the Resort Area usable in the manner approved by the Board of Directors of the Association and by the Resort Area Owner, provided, however, 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 the Resort Area if any, shall be distributed, after adjustments to those shares affected pursuant hereto by reason of the taking, to each Resort Unit Owner and to the Resort Area Owner by check made payable jointly to such Resort Unit Owner or Resort Area Owner and its respective mortgagee(s), in accordance with the provisions of Article ~ of this Declaration.

ii. Total or Effective Total Condemnation. In the event that the condemning authority takes the entire Resort Area, or so much of the Resort Area as to make the continued operation of the Resort impractical, the Board and the Resort Area Owner shall design a reconfiguration of the

Condominium so as to permit the operation of the Resort Area. Resort Unit Owners whose Resort Units are affected by said reconfiguration shall be compensated as if they were the actual condemnees.

e. Condemnation of Common Elements. Awards for the taking of portions of the 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 and by the Resort Area Owner; provided, however, 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, after adjustments to those shares affected pursuant hereto by reason of the taking, to each Resort Unit Owner and to the Resort Area Owner by check made payable jointly to such Resort Unit Owner or Resort Area Owner and its respective mortgagee(s), in accordance with the provisions of Article ~ of this Declaration.

f. Condemnation of a Unit. If there is a taking of a Resort Unit, the respective Resort Unit Owner shall not be required to utilize any portion of the condemnation award with regard to reconstruction of the Resort Unit. Following such taking of a Resort Unit and the recording of a deed to the condemning authority, (i) the affected Resort Unit Owner shall no longer have an ownership interest in the Resort Unit or an undivided ownership interest in the Common Elements, and (ii) such Resort Unit Owner shall no longer be responsible for the payment of Common Expenses. The following changes shall be made in the Condominium following a taking as described in this Section:

i. Addition to Common Elements. The remaining portion of the Resort 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 Resort Unit Owners and by the Resort Area Owner in the manner approved by the Board of Directors and by the Resort Area Owner.

ii. Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Resort Unit Owners (and among reduced Resort Units). This distribution shall be determined by taking the fractional share of each Unit Owner in proportion to the number of Resort Units remaining in the Condominium.

iii. Assessments. In the event the Association does not have the funds

necessary to alter the remaining portion of the condemned Resort Unit for use as a part of the Common Elements, the additional funds for such purposes shall be raised by Assessments against all of the Resort Unit Owners who will continue as Owners of Resort 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.

g. Amendment of Declaration. The changes in Resort Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration made in accordance with the provisions of Article ~, Section ~ hereof.

h. Voting Rights. In the event that a condemnation results in a reduction of the number of Resort Units, voting rights shall be adjusted as follows, with the total number of votes always to be an odd number.

Resort Unit Owners	Resort Area Owner
32	7
31	8
30	7
29	8
28	7
27	6
26	7
25	6

If the number of Resort Units becomes less than 25, this Declaration shall be amended in the manner prescribed for such amendments to redistribute the voting rights in general accordance with the above.

Article ~  
Operation of the Resort and Restaurant

27. The Resort Area. Pirate’s Cove is to be developed, constructed and operated as a resort, offering tourist accommodations to transients and operating a Restaurant and Bar open to Resort Guests and to the general public. The Resort Units at Pirate’s Cove will be in individual, private, condominium ownership as set out in this Declaration and to be further defined in the deeds to the Resort Units. Resort Unit Owners may use their Resort Units as set out in Article ~ of this Declaration. The Resort Area shall be managed by the Resort Area Owner who shall also

manage the Condominium Association as provided in Chapters 718 and § 468.431, *et.seq.*, F.S.

28. The Resort Area Owner – Functions. The Resort Area Owner shall manage the Condominium in accordance with this Declaration and with Chapter 718, Florida Statutes and shall manage the Resort Area in accordance with the following:

a. Marketing Plan. The Resort Area Owner shall prepare a marketing plan in accordance with Exhibit “~” to this Declaration. By way of example and not limitation, the marketing plan shall include:

- i. Becoming listed in travel guides which identify Resort tourist accommodations and Restaurants.
- ii. If possible, becoming affiliated with a national reservation system to obtain room reservations and/or to becoming listed on Internet accommodation guides.
- iii. Participate actively in all appropriate County, regional and statewide tourist development groups and efforts.
- iv. Participate in the Citrus County Chamber of Commerce.
- v. Advertise in appropriate local, regional, statewide, national and international media.
- vi. Coordinate with other appropriate Citrus County businesses to develop and implement joint marketing plans.

b. Operation of the Resort. The Resort Area Owner shall operate Pirate’s Cove as a first-class tourist Resort. Services provided shall include:

- i. Obtaining all necessary approvals from Citrus County and from the State of Florida for the operation of the Resort.
- ii. Fully furnishing each resort unit with furnishings and fixtures appropriate to the use of the Resort Unit.
- iii. Providing linens, bedding, and towels for each Resort Unit.
- iv. Providing in each Resort Unit, kitchen, cooking and eating utensils and dishes so that the Resort Unit Owners or Resort Guests have the option of preparing their own meals.

- v. Participating in a reservations system to permit Resort Guests to reserve rooms at the Resort Condominium and also provide for walk-in Resort Guests when rooms are available to accommodate walk-ins.
- vi. Checking in Resort Guests, either at the ground floor Check-in Desk or the fourth floor Guest Services Desk.
- vii. Providing luggage carts for use by Resort Guests.
- viii. Providing bell services.
- ix. Permitting pets of up to 35 pounds to stay in the Resort Units.
- x. Maintaining the swimming pool and cabana for the ongoing enjoyment of Resort Unit Owners and of Resort Guests.
- xi. Maintaining the property as a non-smoking property.
- xii. Providing Internet connections in each Resort Unit.
- xiii. Providing satellite television in each Resort Unit with a pay per view option.
- xiv. Providing daily housekeeping services to each Resort Unit.
- xv. Providing first class housekeeping and property maintenance of the Resort Area and of the Common Elements.
- xvi. Providing in each Resort Unit amenities such as hair dryers and alarm clocks/clock-radios.
- xvii. Providing the overnight delivery of either the *Citrus County Chronicle* or *USA Today*.
- xviii. Providing laundry machines and vending machines selling snacks and beverages on the second and third floors.
- xix. Providing laundry and dry-cleaning service to Resort Unit Owners and Resort Guests.
- xx. Providing and maintaining a suitably equipped Fitness Center as shown on the Fourth Floor Floor Plan and ensuring that the equipment in the Fitness Room is properly maintained and available for the use of

Resort Unit Owners and Resort Guests.

xxi. Providing and maintaining a suitably equipped Meeting Room as shown on the Fourth Floor Floor Plan to permit Resort Unit Owners and Resort Guests to conduct meetings or hold functions up to the capacity of the Meeting Room.

xxii. Providing in the Meeting Room or at some other suitable location a computer, printer and appropriate office accouterments for a small scale business center.

xxiii. Providing and operating a Gift Shop as shown on the Fourth Floor Floor Plan offering to Resort Unit Owners and Resort Guests convenience foodstuffs for overnight needs, toiletries, guest needs and souvenirs.

xxiv. Providing room service at all hours the restaurant is open.

xxv. Checking-out Resort Guests upon their departure.

c. Operation of the Restaurant and Bar. The Resort Area Owner shall operate Pirate's Cove as a first-class Restaurant and Bar. Services provided shall include:

i. Obtaining all necessary approvals from Citrus County and from the State of Florida for the operation of the Restaurant with a 4-COP, all alcoholic beverages, on- and off-premises consumption, permit.

ii. Participating in the marketing plan for the Resort.

iii. Operating the Restaurant at such hours as are responsive to the demand for the restaurant from Resort Unit Owners, Resort Unit Guests and Restaurant Guests.

iv. Operating the Bar at such hours as are responsive to the demand for the Bar from Resort Unit Owners, Resort Unit Guests and Restaurant Guests.

v. Providing room service to the Resort Unit at all times the restaurant is open.

vi. Maintaining and operating the Restaurant and Bar, including the indoor and outdoor seating, entryway, cooler, freezer, dry storage, kitchen and office in a clean and sanitary manner in full compliance with all applicable state and local codes.

vii. Establishing, providing and maintaining breakfast, lunch, dinner and snack menus appropriate to the clientele of the Restaurant and Bar.

Article ~  
Occupancy Provisions/Rental Pool

29. Owner Occupancy of Resort Units. A Resort Unit Owner and his immediate family may occupy the Resort Unit for a period not greater than 185 days in any calendar year. Such owner occupancy may be in one continuous 185 day period or in unconnected increments of one night or more. The Resort Unit Owner shall coordinate with the Resort Area Owner as to the Resort Unit Owner's intention to occupy his Resort Unit so that at all times the Resort Unit Owner is not using his Resort Unit, the Resort Unit shall be available to the rental pool described below.

30. Exception. Notwithstanding the prohibition in the previous paragraph, the Developer or an agent of the Developer may occupy a Resort Unit on a permanent basis as long as the Developer owns a Resort Unit in the Condominium which Resort Unit is for sale in the ordinary course of business. Furthermore, the Resort Area Owner or an agent of the Resort Area Owner may occupy a Resort Unit on a permanent basis provided that the Resort Area Owner shall pay into the Resort Pool Fund a sum equal to fifty percent (50%) of the average daily rent for a Resort Unit of the size of that Unit occupied by the Resort Area Owner.

31. Resort Unit Guest Occupancy. Each Resort Unit may be occupied by transient Resort Guests for periods of not less than one night and not more than 180 days, which periods may be one continuous 180 period or in unconnected increments of one night or more. Subject to availability, Resort Guests may reserve Resort Units in advance or at the time of their arrival.

32. Proceeds from Rental Pool. All proceeds from the rental of Resort Units shall be paid into the Rental Pool Fund. If the Rental Pool Funds makes a net operating profit, said profit shall be distributed to the Resort Unit Owners based on (i) the size of the Resort Unit as used to determine maintenance fees, and (ii) the percentage of days each year that each Resort Unit is in the Rental Pool. If the Rental Pool suffers a net operating loss, each Resort Unit Owner shall pay his proportionate share of the net operating loss based on (i) the size of the Resort Unit as used to determine maintenance fees, and (ii) the inverse of the percentage of days each year that each Resort Unit is in the Rental Pool.

33. Proceeds from the Restaurant and Bar. The Resort Area Owner shall receive the net proceeds from the operation of the Restaurant and Bar and shall be responsible for any losses from the operation of the Restaurant and Bar.

Article ~

## Use of the Resort

34. In addition to other obligations and duties set forth in this Declaration or established by Citrus County Ordinances or Florida law, each Resort Unit Owner, Resort Unit Occupant and Resort Unit Guest, as applicable, shall abide by the following use restrictions and any Rules and Regulations adopted by the Association, that are not inconsistent with the provisions set forth herein or the Exhibits hereto or in Citrus County Ordinances or Florida law. In order to provide for congenial occupancy of the Resort Units in the Condominium Property and for the protection of the values of the Resort Units, the use of the Condominium Property shall be restricted to and shall be used and occupied in compliance with, the following provisions and every Resort Unit Owner and the Resort Area Owner shall do and perform the following:

- a. Resort Use Only. The Resort Units shall be used only as transient accommodation as herein set forth. No Resort Unit shall be occupied by than three (3) persons per bedroom.
  
- b. Assessments. The Resort Unit Owners and the Resort Area Owner, as applicable, shall promptly pay the monthly maintenance fee and any assessment that may be levied by the Association.
  
- c. Maintenance. All maintenance of the Resort Units, the Common Elements and the Limited Common Elements shall be performed by the Association in sound physical condition, as set out in this Declaration and the exhibits hereto, including all repair, replacement, management and operation of the totality of the Building. Maintenance of the Resort Area shall be performed by the Resort Area Owner in sound physical condition, as set out in this Declaration and the exhibits hereto, including all repair, replacement, management and operation of the totality of the Resort Area.
  
- d. Parking of Vehicles. All automobiles shall be parked only in the Parking Spaces. All Resort Unit Owners and Resort Guests and their invitees and all Restaurant Guests shall be made aware of the Rules and Regulations regarding parking and shall abide by those rules and regulations. No parking of commercial trucks of any nature or similar commercial vehicles shall be permitted, except that the same may be parked temporarily during periods of use by the Association, for construction or repair of any feature of the Building. Boats, boat trailers and campers, owned or operated by Resort Unit Owners, Resort Unit Guests or Restaurant Guests may be parked on the Property during the time that the Resort Unit Owners, Resort Unit Guests or Restaurant Guests is on the Property. No nonfunctional vehicle shall be permitted to be parked or stored within the Condominium Property, or anywhere in the Building for more than twenty-four (24) hours pending the repair or removal of said vehicle. Any vehicle not complying with these restrictions may be removed, stored or disposed of by the

Association at the expense of the Resort Unit Owner, Resort Unit Guest or Restaurant Guest, owning or responsible for the offending vehicle, without any liability to the Association. No repairing of automobiles, trailers, boats, campers, or any other property will be permitted on the Property.

e. Lawful Use. No Resort Unit Owner or Resort Unit Guest shall permit the use of any Resort Unit except in accordance with all applicable Laws.

f. Peaceful Enjoyment. No Resort Unit Owner or Resort Unit Guest shall permit any action which will obstruct or interfere with the rights of other Resort Unit Owners or Resort Unit Guests, or annoy them with disturbing or unreasonable noises, however caused, or commit or permit any nuisance or illegal activity on the Condominium Property. The Association is expressly authorized to implement the foregoing provisions by duly adopted Rules and Regulations.

g. Maintain Insurance Rate. No Resort Unit Owner or Resort Unit Guest shall permit or suffer anything to be done or kept in the Resort Unit which would increase the insurance rates on the Condominium.

h. By-Laws, Rules and Regulations. All Resort Unit Owners and Resort Unit Guests shall conform to and abide by the By-Laws and any Rules and Regulations in regard to the use of the Condominium that may be adopted in writing from time to time by the Association.

i. Alterations and Repairs. No Resort Unit Owner or Resort Unit Guest may make any alteration or repair to a Resort Unit, the Limited Common Elements or the Common Elements of the Condominium.

j. Signs, Advertising and Aerials. No Resort Unit Owner or Resort Unit Guest shall show any sign, advertisement or notice of any type on the Common Elements, Limited Common Elements, or the Resort Unit, including but not limited to "For Sale" or "For Rent" signs, nor shall any such signs be posted within a Unit in such manner as to be visible from the exterior of the Resort Unit. The Unit Owners shall erect no exterior antennas or aerials, antenna masts, towers, satellite or direct TV dishes or other similar devices, except as provided in uniform regulations promulgated by the Association, in the Association's sole and absolute discretion. Notwithstanding the foregoing, any provision of the Declaration, or rule, or requirement of the Association, however, a Resort Unit Owner or a Resort Unit Guest may display one portable United States or State of Florida flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way: portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

k. Payment of Taxes. Return the Condominium Parcel for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate Assessment against the Condominium Parcel. For the purposes of ad valorem taxation, the interest of the Owner of a Condominium Parcel in a Condominium Resort Unit and in the Common Elements shall be considered to be a part of the Unit. The value of such Unit shall be equal to the proportion or percentage of the value of the entire Condominium, including improvements, as has been assigned to such Resort Unit in Exhibit “~” to this Declaration. The total of all said proportions or percentages equals the value of all of the improvements that are a part of the Property. Nothing herein shall be construed, however, as giving to any Resort Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuation herein prescribed, and each Owner shall pay ad valorem taxes and special assessments as are separately assessed against his Condominium Parcel.

l. Screen Replacement Etc. No Resort Unit Owner or Resort Unit Guest shall replace and/or remove screens, plate glass, or other enclosures on lanais or on other parts of the building, even though such areas may be a part of the Resort Unit, except with prior written approval of the Board of Directors.

m. Exterior Appearance. No Resort Unit Owner or Resort Unit Guest shall hang any laundry, garments or other objects which are visible from outside of the Resort Unit, except for draperies, blinds, shades or other suitable window treatments. Decorative window coverings shall not include any type of reflective film on any glass windows or doors. The exterior appearance of all window coverings shall be white or off-white in color.

n. Rubbish, Etc. No Resort Unit Owner or Resort Unit Guest shall deposit rubbish, trash or garbage in any container other than a container located entirely within the Resort Unit and not visible from the exterior of Resort the Unit, nor dispose of any rubbish, refuse, garbage or trash except through the trash chute serving the Condominium Property, Garbage shall be disposed of through the kitchen garbage disposal insofar as possible and the remainder, along with bottles, cans and other trash, shall be placed in waterproof bags or similar containers before, being placed in the trash chute, so that each Resort Unit, the Common Elements, and Limited Common Elements and Resort Area shall at all times remain in a clean and sanitary condition. Notwithstanding the foregoing, the Resort Area Owner may place trash receptacles in appropriate locations on the Property to prevent littering and the improper disposal of trash.

o. Pets. Pets may be kept in a Resort Unit, subject to the following limitations and exclusions. No pet shall be allowed to be a nuisance on the Property. The

term “pets” shall be limited to dogs, house cats and birds. All other animals are expressly prohibited unless otherwise approved by the Association, in its sole and absolute discretion. The total of all pets belonging to a Resort Unit Owner or a Resort Unit Guest shall not exceed two (2). In addition, any breed, size and weight restrictions promulgated by the Association in any Rules and Regulations shall apply to all dogs and cats. Notwithstanding the foregoing, no pit bull terrier dogs or any variation or admixture of such breed line, or attack trained dogs, shall be kept or allowed on the Condominium Property. Pets shall not be allowed to inhabit, no shall they be kept on a regular basis, on the balcony or patio of a Resort Unit. No pets shall be permitted to do other than pass through the Common Elements of the Condominium and through the Resort Area in order to reach the Resort Owner’s or Resort Guest’s Unit. Ownership of pets and their maintenance on or about the Resort Units and Common Elements of the Condominium shall be subject to such reasonable rules and regulations as the Association may promulgate and enforce from time to time. *Bona Fide* service animals as defined in § 413.08 (1) (d), Florida Statutes, are exempt from the foregoing.

p. Personal Property of Resort Unit Owners and Resort Unit Guests. Personal property of Resort Unit Owners and Resort Unit Guests, including without limitation bicycles, motorcycles, mopeds, beach equipment or accessories, golf carts and similar items, shall be kept entirely within a Resort Unit when not in use.

q. Use of Lanais and Balconies. Resort Unit Owners and Resort Unit Guests shall not use grills or cooking equipment of any kind on the lanais or balconies of the Condominium, nor shall they use such balconies or patios for any purpose that generates smoke, disturbing noises (including music from stereos or other devices at inappropriate volume), odors, or other similar effects.

r. Attire. Proper and appropriate attire, including shirts and shoes, shall be required when persons are using the Resort Area or the Common Elements excluding the swimming pool area and the Fitness Center.

Article~  
Miscellaneous Provisions

35. Binding Effect. Each Resort Unit Owner and the Resort Area Owner shall own his Unit or Area subject to the covenants, restrictions, terms and provisions of this Declaration and each successor in title shall likewise be bound thereby.

36. Covenants Running With the Property. All provisions of this Declaration and amendments thereof shall be construed as covenants running with the Property, and of every part

thereof and interest therein, including, but not limited to, every Resort Unit, the Resort Area and the appurtenances thereto, and every Resort Unit Owner, Resort Unit Guest and Resort Area Owner and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of such Declaration and any amendments thereof.

37. Severability. If any of the provisions of this Declaration, or of the Articles of Incorporation or By-Laws, or any section, clause, phrase, word, or the application thereof in any circumstances, is held invalid, then the validity of the remainder of this Declaration, and such other documents and the application of any such provision, action, sentence; clause, phrase or word, in other circumstances, shall not be affected thereby.

38. Notices. Whenever notices are required to be sent hereunder, the same may be delivered to Resort Unit Owners and to the Resort Area Owner, either personally or by mail, addressed to such Owners at their address of record as reflected in the records of the Association. Proof of such mailing or personal delivery by the Association or Management Firm shall be given by the affidavit of the person mailing or personally delivering such notices or alternatively, by a receipt of mailing or a "return receipt requested" if by mail or a signed receipt if delivery is in person. Notices to the Association shall be delivered by mail to the secretary of the Association, at the official address of the Association. The change of the mailing address of any party as specified herein shall not require an amendment to this Declaration. All notices shall be deemed and considered sent when mailed or delivered as the case may be. Notices to the Developer shall be delivered by mail to the Developer at:

\*

With a Copy to:

\*

Service of legal process for any of the foregoing entities shall be upon the registered agent therefor with a copy mailed to such entity at the foregoing address.

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

40. Captions. The captions used in this Declaration and the exhibits attached hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or exhibits hereto attached.

41. Relation of Declaration to Condominium Act. Notwithstanding the fact that this Declaration is submitted in accordance with the provisions of the Condominium Act in effect as of the date hereof and certain specified provisions of the Condominium Act may have been

incorporated by reference, provisions of this Declaration and exhibits attached hereto shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted. Furthermore, this Declaration does not, and shall not be deemed to incorporate herein any amendments to the Condominium Act effective after the recording of this instrument.

42. Hurricane Shutters. Resort Unit Owners and the Resort Area Owner may install hurricane shutters or storm shutters in accordance with the specifications adopted by the Association, which shall include specifications concerning style, color and other factors deemed relevant by the Association and shall comply with all applicable Laws. Developer reserves the right (but is not obligated) to install hurricane shutters and may maintain, repair or replace such approved hurricane shutters. Developer or the Association may operate shutters installed pursuant to this paragraph without permission of the Resort Unit Owners only where such operation is necessary to preserve and protect the Building or the Condominium Property.

43. Administrative Fines: Suspension of Rights. The Association may levy reasonable fines against a Unit for the failure of the Unit Owner, or its occupant, licensee or invitee, to comply with any provision of this Declaration, the Association By-Laws, or reasonable Rules and Regulations of the Association. No such fine will become a lien against a Resort Unit. No fine shall exceed an amount not to exceed \$100.00 per violation; provided, however, that a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. The Association may suspend, for a reasonable period of time, the right of a Resort Unit Owner to use the Common Elements, common facilities, or any other Association Property for failure to comply with any provision of the Declaration, the Association Bylaws, or reasonable Rules and Regulations of the Association.

No fine or suspension may be levied or imposed except after giving not fewer than fourteen (14) days prior written notice of the Association's intent to impose a suspension or fine. A Resort Unit Owner shall be entitled to an opportunity for a hearing before the Board of the Association. The hearing required by this section must be held before a committee of Resort Unit Owners who are neither Board members nor persons residing in a Board member's household. If the committee does not agree with the fine or suspension, the fine or suspension may not be imposed.

Without limiting the generality of the foregoing, a Resort Unit Owner is more than ninety (90) days delinquent in paying a monetary obligation due to the Association, the Association may suspend the voting rights of the Resort Unit Owner in the Association and/or the right of the Resort Unit Owner to use Common Elements, common facilities, or any other Association Property until the monetary obligation is paid in full. The previous sentence does not apply to Limited Common Elements intended to be used only by that Resort Unit, Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators. The notice and hearing requirements set forth in this section above do not apply to the suspensions described in the previous sentence of this section. All suspensions imposed pursuant to this

section must be approved at a properly noticed Board meeting. Upon approval of such a suspension, the Association shall give notice to the Resort Unit Owner by mail or hand delivery.

44. Liberal Construction. The provisions of the Condominium Documents shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Resort Condominium.

OTHER ANTICIPATED DECLARATION ARTICLES/ADMINISTRATIVE AND LEGAL PROVISIONS

Article ~  
Assessments and Other Charges

Article ~  
Insurance and Restoration of Improvements

Article ~  
Disclaimer of Certain Warranties

Article ~  
Additional Rights of Eligible Mortgage Holders and Other Parties

Article ~  
Method of Amendment of Declaration

Article ~  
Association

Article ~  
By-Laws

Article ~  
Termination