

This instrument prepared by:
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215 N. Fola Drive
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**DECLARATION
OF CONDOMINIUM
FOR
CHAMPIONS RUN OCALA LUXURY RV RESORT,
A NONRESIDENTIAL CONDOMINIUM**

THIS DECLARATION, is made this 31st day of October, 2024, by Champions Run Land Asset LLC, a Florida limited liability company (“Developer” or “Declarant”) and joined in by Champions Run RV Resort Condominium Association, Inc., a Florida corporation not for profit (the “Association”), and GENESIS CAPITAL, LLC, a Delaware limited liability company (“Lender”).

1. General Description. Champions Run Ocala Luxury RV Resort is located in Marion County, Florida, at 4213 NW 27th Place, Ocala, Florida 34482. Champions Run Ocala Luxury RV Resort consists of one (1) club house building, two (2) laundry center structures, pool, spa, maintenance shop, tiki bar, sports amenities, Four Hundred Eighty-Two (482) RV site Units and (1) Commercial Unit, as described in this Declaration of Condominium.

2. Introduction and Submission.

2.1 The Land. The Developer owns the fee title to certain land located in Marion County, Florida, as more particularly described in Exhibit “A” annexed hereto (the “Land”). The “Land” also includes the rights and easements appurtenant to the property described in Exhibit “A”, if any.

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

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effect of the Florida Condominium Act, or any rules or regulations promulgated pursuant thereto, except as described herein.

- 2.3 Name. The name by which this condominium is to be identified is Champions Run Ocala Luxury RV Resort, A Nonresidential Condominium (hereinafter called the "Condominium"), with an address of 4213 NW 27th Place, Ocala, Florida 34482.
3. Definitions. The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:
 - 3.1 "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as may be hereafter renumbered.
 - 3.2 "Architectural Reviewer" means the "Developer" under this Declaration during the Developer Period. After the expiration or termination of the Developer Period, the rights of the Architectural Reviewer will automatically be transferred to the Board.
 - 3.3 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended from time to time.
 - 3.4 "Assessment" means a share of the funds which are required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.
 - 3.5 "Association" or "Condominium Association" means Champions Run RV Resort Condominium Association, Inc., a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.
 - 3.6 "Association Property" means the property, real and personal, to which title or ownership is vested in the Association for the use and benefit of its members.
 - 3.7 "Board" or "Board of Directors" means the representative body which is responsible for administration of the Association.
 - 3.8 "Building" means the clubhouse, maintenance shop, and laundry center structures situated on the Condominium Property and any other structures to be constructed and situated on the Condominium Property.
 - 3.9 "By-Laws" means the By-Laws of the Association, as they exist from time to time.
 - 3.10 "Commercial Unit" means any Unit designated as Commercial Unit on **Exhibit "B"**.
 - 3.11 "Common Elements" means and includes: The portions of the Condominium Property not included in the Units including, without limitation, the following items:

- (a) Easements through Units for Recreational Vehicle hookups, conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services and/or heating, cooling, ventilation or other services to each Unit or to the Common Elements, together with related property and installations.
 - (b) The property and installations required for the furnishing of utilities and other services to each Unit or to the Common Elements.
 - (c) The clubhouse, pool, laundry center, shuffleboard, bocce ball and pickleball courts, pet exercise areas, maintenance areas, access ways, as more particularly shown in Exhibit "B" to this Declaration, and the pool equipment located on the Condominium Property.
 - (d) The surface water management system for the Land.
 - (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration or the Act.
- 3.12 "Common Expenses" mean all expenses incurred by the Association for the Condominium and charges assessed or imposed against Units in the Condominium by the Association as set forth in this Declaration and the Act.
- 3.13 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.
- 3.14 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 3.15 "Condominium Property" means the land, improvements and other personal property described in Section 2.1 hereof, subject to the limitations thereof and exclusions provided for in this Declaration.
- 3.16 "County" means the County of Marion, State of Florida.
- 3.17 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 3.18 "Developer" means Champions Run Land Asset LLC, a Florida limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as

are specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

- 3.19 "Developer Period" means the period of time from the recording of this Declaration until turnover of control of the Association to the Unit Owners.
- 3.20 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Building, pool, laundry center, shuffleboard, bocce ball and pickleball courts, however, excluding any building or improvements located within the Units.
- 3.21 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), any other lender generally recognized as an institutional lender, or the Developer, any of which holds a first mortgage on a Unit or Units or any of the above and any and all investors, or the successors and assigns of such investors which have loaned money to Developer to acquire, or construct improvements upon the Property and who have a mortgage lien on the Property securing such a loan. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units by which greater than one-half (1/2) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are encumbered.
- 3.22 "Limited Common Elements" means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.
- 3.23 "Managing Agent" means a property management company appointed by the Developer.
- 3.24 "Park Model RV" means a type of recreational vehicle designed to provide temporary living quarters for recreational, camping, or seasonal use. It is built on a single chassis, mounted on wheels, and designed to be connected to utilities for operation. The size and use of a Park Model RV are subject to limitations and regulations as defined by applicable law, including but not limited to, size restrictions. The term "Park Model RV" shall be interpreted and applied in accordance with standards and regulations set forth by applicable federal, state, and local laws governing such vehicles.
- 3.25 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owned to any other Institutional First Mortgagee.

3.26 “Recreational Vehicle” or “RV” means a recreational vehicle designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle as further specified and defined in Sections 320.01 and 513.01, Florida Statutes. The following are specifically excluded from the definition of Recreational Vehicle and RV, among others:

- (a) tents, tent campers, pop-ups, boats, truck campers;
- (b) vehicles on a truck, or semi-truck chassis, or such other units not specifically manufactured to be sold as a recreational vehicle, including but not limited to fold out campers and any recreational vehicles not equipped for full utility hookups to water, sewer and electrical systems;
- (c) any unit or structure that require the issuance of any special permit or license, including oversize load or similar permits, for the legal transportation of such units or structures on public roads in the State of Florida;
- (d) any structure or unit that cannot legally be transported under its own power or with the use of a one-ton or smaller light duty truck;
- (e) manufactured, mobile, modular, or any other home or structure regulated by the United States Department of Housing and Urban Development;
- (f) any unit or structure built or set on a pier-and-beam, concrete, other foundation and not on a motor vehicle or trailer chassis

3.27 “Unit Owner” or “Owner of a Unit” means the record owner of legal title to a Condominium Parcel.

3.28 “Unit” means a part of the Condominium Property which is subject to exclusive ownership which shall include any improvements constructed on the Unit. A deed or mortgage or other instrument relating to the transfer and/or encumbrance of a Unit shall include, unless a specific provision to the contrary is contained in the instrument, any building or improvements within the Unit.

3.29 “Utility Service” means and is intended to include, but not be limited to, electric, WiFi, water and sewage disposal.

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

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

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

5. Description of Condominium.

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

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

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

5.2 Identification of Units. The Condominium Property consists of the Land together with the Building and other Improvements constructed thereon, which includes the Units, Common Elements and Limited Common Elements. Each Unit is identified by a separate numerical designation. The designation of each of such Units is set forth on Exhibit "B" attached hereto. Exhibit "B," together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.

5.3 Unit Boundaries. The perimetrical boundaries of each Unit are shown on the Survey and Plot Plans attached hereto as Exhibit "B". The boundaries of each Unit are further described as follows:

- (i) Upper Boundary of the Unit: The horizontal plane parallel to and thirty-five feet (35') above the lower boundary of the Unit.
 - (ii) Lower Boundary of the Unit: The horizontal plane corresponding to the finished grade of the Land within the perimetrical boundary of the Unit.
 - (iii) Perimetrical Boundaries of the Unit: A plane located on each side of a Unit perpendicular to the lower and upper horizontal planes, from the lower boundary of the Unit as depicted on Exhibit "B" to the upper boundary of the Unit.
 - (iv) Ownership of a Unit includes all improvements located within the Unit or serving the Unit exclusively.
 - (v) Notwithstanding the preceding, the perimetrical boundaries of the Commercial Unit are as depicted on Exhibit "B", and the upper and lower boundaries of the Commercial Unit are those of an owner in fee simple of real property and are otherwise unlimited.
- (b) Exceptions and Conflicts. In the case of any conflict between the boundaries of the Unit as above described and the dimensions of the Unit shown on Exhibit "B," the above provisions describing the boundary of a Unit shall control, it being the intention of this Declaration that the actual boundaries of the Unit as above described shall control over erroneous dimensions contained in Exhibit "B" attached hereto, and in the event it shall appear that any dimension shown on Exhibit "B" attached hereto is erroneous the Developer or the President of the Association shall have the right to unilaterally amend the Declaration to correct such survey, and any such amendment shall not require the joinder of any unit owner or Institutional First Mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Unit. In the case of Unit boundaries not adequately described as provided above, the survey of the Units contained in Exhibit "B" shall control in determining the boundaries of a Unit. In the case of any conflict between the language of this Declaration describing the boundaries of any Unit, and in the language contained on Exhibit "B" describing the boundaries of a Unit, the language of this Declaration shall control.

5.4 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, certain Limited Common Elements appurtenant thereto. Anything to the contrary in this Declaration notwithstanding, in the event a Unit Owner mortgages his Unit, together with his Limited Common

Elements (whether or not ordinarily fully assignable apart from the Unit), such Limited Common Elements shall not be assignable apart from the Units unless they are released from the lien of such mortgage.

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

- (a) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for Recreational Vehicle hookups to utility, water and sewer services, as well as for utility, cable television, communication systems, other services and drainage and water management in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications, other service, or water management facilities or drainage facilities or the use of these easements. The Association or its designee shall have a right of access to each Unit during reasonable hours to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communication systems, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except as necessary to prevent damage to the common elements or to another unit or units, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit.
- (b) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall exist.
- (c) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements

specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

- (d) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction of improvements thereon, or on any part thereof, or on any Improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes where the Association fails to do so or where the Developer, in its sole discretion, determines that it is required to do so. Notwithstanding the foregoing, this easement shall at all times be subject to the applicable provisions of the Act.
- (e) Sales Activity. For as long as Developer holds a unit for sale in the ordinary course of business, the Developer, its designees, nominees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for models and sales and construction offices, to show model Recreational Vehicles and use Units as guest areas and to show and use the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease.
- (f) Additional Easements. The Developer (as long as it owns any Units and prior to the turnover of control of the Association to the Unit Owners) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as its attorney-in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, telephone, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities or water management facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

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

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

7.1 Fractional Ownership and Shares. The ownership of each Unit shall include an undivided interest in the Land and other Common Elements as defined in Section 718.108 of the Florida Statute, and shall include undivided shares in the Common Elements which are appurtenant to each Unit. The proportions and manner of sharing Common Expenses and owning Common Surplus shall be apportioned equally among the Unit Owners. Each Unit's (including the Commercial Unit) share of Common Expenses and Common Surplus shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units within the Condominium (including the Commercial Unit). In the event two (2) or more Units shall be combined to create one (1) Unit, the new Unit shall be attributed a share equal to the number of combined Units.

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

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

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

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

- 8.2 By the Developer. The Developer, during the time it has the right to elect a majority of the Board of Directors of the Association, may amend the Declaration, the Articles of Incorporation or the By-Laws of the Association to correct an omission or error, or make any other amendment, except that this procedure for amendment cannot be used if such an amendment would materially and adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent in writing. The Developer reserves the right to amend this Declaration for one or any combination of the following purposes:
- (a) To depict all of the improvements existing on the Condominium Property; to depict all Common Elements and Limited Common Elements on the Condominium Property; to comply with the requirements of any federal, state or local law, government, quasigovernment, agency or government-related corporation, including, without limitation, the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or the provisions of the Fair Housing Act of 1968 as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C., Section 3601-3631 (the "FHAA"); and to amend this Declaration to modify and correct any typographical and/or scrivener's errors.
 - (b) To conform to the requirements of any institutional mortgagee or government agency willing to make, purchase or insure mortgage loans secured by Units or any portion of the Properties.
 - (c) To conform this Declaration to the requirements of any valid statute, rule or regulation affecting the subject matter hereof; or
 - (d) For the purposes set forth and pursuant to the provisions of Section 718.104 (4)(e) Florida Statutes; or
 - (e) For the purposes set forth and pursuant to the provisions of Section 718.110(5), Florida Statutes.
 - (f) An amendment pursuant to Section 12 of this Declaration.
- 8.3 Execution and Recording. In order to be effective, an amendment to the Declaration, other than amendments made by the Developer alone pursuant to the Act or this Declaration, must be properly recorded in the public records of the county where the Declaration is recorded. The amendment should be recorded with a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer should also be evidenced by a similar certificate executed by the Developer alone.
- 8.4 Proviso. Unless otherwise provided specifically to the contrary in this Declaration (and in that event, notwithstanding anything to the contrary set forth herein, a majority of total voting interests shall be required, unless a lesser vote is required by any governmental entity), no amendment shall change the configuration or size

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

"Substantial rewording of Declaration. See provision ... for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

9. Maintenance and Repair of Units. All maintenance, repairs and replacements of, in or to any Unit, whether ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of any Recreational Vehicle shall be performed by the owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Maintenance, repairs and replacement responsibilities of a Unit Owner at the Unit Owner's sole cost and expense shall include maintenance, repair and replacement of any improvements constructed on any Limited Common Element. All maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

9.1 Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefore, all maintenance, repairs and replacements in or to the Common Elements (including electrical hookups, utility, wiring and water services) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owner(s). The Association shall have a lien for such costs

and charges as elsewhere provided, and shall enforce said liens in accordance with this Declaration and applicable law.

10. Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) costing in excess of \$15,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$15,000 or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

11. Additions, Alterations or Improvements by Unit Owner.

11.1 General. Because the Units are part of a single, unified community, the Architectural Reviewer has the right to regulate the appearance of all Unit Improvements (as hereinafter defined) in order to preserve and enhance the Condominium Property's value and architectural harmony. The exterior of each Recreational Vehicle, all site work, landscaping, structures, improvements, additions, alterations, modifications, topographic elevations adjacent to ponds and items placed on a Unit including without limitation, play structures, patio covers, decks, basketball goals, fencing, pergolas, gazebos, outbuildings, flag poles and yard art (collectively, "**Unit Improvements**") are subject to the written approval procedures set forth in this Section 11. The Architectural Reviewer has the right, but not the duty, to evaluate every aspect of the Recreational Vehicle and Unit Improvements that may affect the general value or appearance of the Condominium Property. The Architectural Reviewer does not issue verbal approvals. A Unit Owner is not permitted to begin construction or modification of Unit Improvements without the Architectural Reviewer's prior written approval. Notwithstanding anything to the contrary stated herein, Unit Improvements constructed on the Property and all architectural modifications made thereto that are made by the Developer or its permittees, or by the Owner of the Commercial Unit, shall not be subject to approval pursuant to this Section.

11.2 Architectural Reviewer. Until expiration or termination of the Developer Period, the Architectural Reviewer shall mean Developer or its designee. Upon expiration of the Developer Period, the rights of the Architectural Reviewer will automatically be transferred to the Board.

11.3 Architectural Control by Developer.

- (a) Developer as Architectural Reviewer. During the Developer Period, the Architectural Reviewer shall mean Developer or its designee, and neither the Association or the Board, nor a committee appointed by the Association or the Board (no matter how the committee is named) may involve itself with the review and approval of any Unit Improvements. Developer may designate one or more persons from time to time to act on its behalf as Architectural Reviewer in reviewing and responding to applications pursuant to this Section 11.
- (b) Developer's Rights Reserved. Each Unit Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that Developer has a substantial interest in ensuring that the Unit Improvements within the Condominium Property do not impair Developer's ability to market Units in the Condominium Property. Accordingly, each Unit Owner agrees that during the Developer Period, no Unit Improvements will be started or progressed without the prior written approval of the Architectural Reviewer, which approval may be granted or withheld at the Architectural Reviewer's sole discretion. In reviewing and acting on an application for approval, the Architectural Reviewer may act solely in its self-interest and owes no duty to any other person or any organization.
- (c) Delegation by Developer. During the Developer Period, Developer may from time to time, but is not obligated to, delegate all or a portion of its rights as Architectural Reviewer to the Board or a committee appointed by the Board comprised of persons who may or may not be members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral right of Developer to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) veto any decision which Developer, in its sole discretion, determines to be inappropriate or inadvisable for any reason.

11.4 Architectural Control by Association. Upon Developer's delegation, in writing, of all or a portion of its reserved rights as Architectural Reviewer to the Board, or upon the expiration or termination of the Developer Period, the Association will assume jurisdiction over architectural control and will have the powers of the Architectural Reviewer hereunder and the Board, or a committee appointed by the Board, is the Architectural Reviewer and shall exercise all architectural control over the Condominium Property. If the Board appoints a committee, the committee must consist of at least three, but not more than seven, persons who shall serve, and may be removed and replaced, in the Board's discretion. Committee members need not be Unit Owners or representatives of Unit Owners and may (but need not) be professionals such as architects or engineers. The Association may compensate committee members in such manner and amount, if any, as the Board may determine appropriate.

- 11.5 Architectural Reviewer Discretion. The Architectural Reviewer exercises complete discretion with respect to taste, design, and all standards specified by this Declaration. The Architectural Reviewer may vary its interpretation and enforcement of construction specifications and use restrictions based, in part, on a Unit's location or visibility. If the Architectural Reviewer is Developer, it may act solely in its self-interest and owes no duty to any other person or organization in reviewing and acting on any application for approval or request for a variance.
- 11.6 Limits on Liability. **Neither the Developer, the Board, nor their directors, officers, committee members, employees or agents will have any liability for decisions made as Architectural Reviewer in good faith. Neither the Developer, the Board, nor their directors, officers, committee members, employees or agents are responsible for: (i) errors in or omissions from the plans and specifications submitted to the Architectural Reviewer; (ii) supervising construction for the Unit Owner's compliance with approved plans and specifications; or (iii) the compliance of the Unit Owner's plans and specifications with governmental codes and ordinances, state and federal laws. Approval of a modification or Unit Improvement may not be deemed to constitute a waiver of the right to withhold approval of similar proposals, plans or specifications that are subsequently submitted.**

The Developer, the Board, nor their directors, officers, committee members, employees or agents will have any liability for: (i) soil conditions, drainage, or other general site work on the Units; (ii) any defects in plans revised or approved hereunder; (iii) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents; (iv) any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on, or modifications to, any Unit, or (v) any violation of the rules or Design Guidelines by any Unit Owners or any other person. In all matters arising under this Article, the Association shall defend and indemnify the Board, committee, and the members of each, as provided in the Bylaws.

- 11.7 Fees. The Architectural Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may also include reasonable costs incurred in having professionals review any application and/or conduct a final inspection of the Unit Improvements for compliance with approved plans.
- 11.8 Design Guidelines. The Architectural Reviewer has the authority to develop and adopt design guidelines which may contain general provisions applicable to the Condominium Property as a whole, as well as specific provisions that vary among uses or locations within the Condominium Property (the "**Design Guidelines**"). The Architectural Reviewer may amend the Design Guidelines from time to time. The Design Guidelines are intended to provide guidance to Unit Owners and contractors regarding matters of particular concern to the Architectural Reviewer. The Design Guidelines are not the exclusive basis for the Architectural Reviewer's

decisions, and compliance with the Design Guidelines does not guarantee approval of plans and specifications.

Developer's right to amend the Design Guidelines during the Developer Period shall continue even if it delegates its reviewing authority, unless Developer also delegates in writing its power to amend the Design Guidelines. Upon termination or delegation of Developer's rights to amend the Design Guidelines, the Board may amend the Design Guidelines, and if a committee is appointed, the committee may amend the Design Guidelines with the Board's consent.

Amendments to Design Guidelines shall apply prospectively only. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may eliminate requirements previously imposed or otherwise make the Design Guidelines less restrictive.

In the event of any conflict between the terms and provisions of the Design Guidelines and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control.

11.9 Requirements for Patios and Golf Cart Garages. Any patio, golf cart garage, or similar outdoor feature constructed upon any Unit shall be constructed subject to the following regulations, and subject to the Architectural Reviewer, who may authorize deviation from these criteria:

CHAMPIONS RUN OCALA LUXURY RV RESORT CONDOMINIUM DESIGN CRITERIA	
RV PAD AND DRIVEWAY	
Building Material:	Steel Reinforced Concrete
Pad Size:	45'x12' max
DETACHED COVERED PATIO	
Pad Size:	400 sf max. measured at eave perimeter
	Free-standing masonry fireplaces up to 50 sf; exempt from requirement
Building Material:	<ul style="list-style-type: none"> - Steel Reinforced Concrete pad - Shingle or metal roof - Cedar and stone posts/exterior - 6:12 pitch max

Utilities:	- No wet connections; wiring to code
DETACHED GOLF CART GARAGES	
Pad Size:	- 10'x12' max
Building Material:	- Steel Reinforced Concrete pad - Shingle or metal roof - Cedar and stone posts/exterior
	- 6:12 pitch max
Utilities:	- No wet connections; wiring to code

11.10 Limitation on Unit Improvements. A Unit Owner's addition of Unit Improvements to a Unit must be approved by Architectural Reviewer prior to installation.

11.11 Role of Developer:

(a) Developer Improvements. Any clearing, construction, or modification of Unit Improvements by Developer (or the Association during the Developer Period) are not subject to Architectural Reviewer approval and are hereby deemed approved.

(b) Veto Right. Any Developer designee shall notify Developer in writing of their decision at least seven (7) days prior to taking any action (i.e., approval, partial approval or disapproval) under this Section 11, and include a copy of the application and any additional information Developer may require. Developer shall then have five (5) days after receipt of such notice to veto any such action by written notice to such designee, and in the event of such veto, the Developer designee shall veto the action.

11.12 Prohibition of Construction, Alteration and Improvement. Without the Architectural Reviewer's prior written approval, no person may commence or continue any construction, alteration, addition, improvement, installation, modification, redecoration, or reconstruction of or to the Unit or the Condominium Property, or do anything that affects the appearance, use, or structural integrity of the Unit or the Condominium Property. Notwithstanding the foregoing, each Unit Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of a Unit Improvement, provided that such action is not visible from any other portion of the Property.

**YOU CANNOT CHANGE THE EXTERIOR OF ANY
IMPROVEMENTS WITHIN YOUR UNIT UNLESS YOU HAVE THE
SIGNED CONSENT OF THE ARCHITECTURAL REVIEWER.**

- 11.13 No Deemed or Verbal Approval. Approval by the Architectural Reviewer may not be deemed, construed, or implied from an action, a lack of action, or a verbal statement by the Developer, Developer's representative or designee or the Association, an Association director or officer, a member or chair of the Developer or Board-appointed committee, the Association's manager, or any other representative of the Association. To be valid, approval of the Architectural Reviewer must be: (i) in writing; (ii) on a form or letterhead issued by the Architectural Reviewer; (iii) signed and dated by a duly authorized representative of the Architectural Reviewer, designated for that purpose; (iv) specific to a Unit; and (v) accompanied by detailed plans and specifications showing the proposed change. If the Architectural Reviewer fails to respond in writing – negatively, affirmatively, or requesting information – within sixty (60) days after the Architectural Reviewer's actual receipt of the Unit Owner's application, the application is deemed denied. Under no circumstance may approval of the Architectural Reviewer be deemed, implied or presumed. If the Architectural Reviewer approves a change, the Unit Owner or the Architectural Reviewer may require that the architectural approval be recorded in the official records of the County, with the cost of recordation borne by the Unit Owner. Architectural Reviewer approval of an architectural change automatically terminates if work on the approved Unit Improvement has not started by the commencement date stated in the Architectural Reviewer's approval and thereafter diligently prosecuted to completion, or, if no commencement date is stated, within ninety (90) days after the date of Architectural Reviewer approval.
- 11.14 Application. To request Architectural Reviewer approval, a Unit Owner must make written application and submit two (2) identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. The application must clearly identify any requirement of this Declaration for which a variance is sought. If the application is for work that requires a building permit from a municipality or other regulatory authority, the Unit Owner must obtain such permit and provide a copy to the Architectural Reviewer in conjunction with the application. The Architectural Reviewer may return one set of plans and specifications to the applicant marked with the Architectural Reviewer's response, such as "Approved," "Denied," or "Submit Additional Information." The Architectural Reviewer has the right, but not the duty, to evaluate every aspect of construction and property use that may alter or adversely affect the general value of appearance of the Condominium Property.
- 11.15 Unit Owner's Duties. If the Architectural Reviewer approves a Unit Owner's application, the Unit Owner may proceed with the Unit Improvement, provided:

- (a) The Unit Owner must adhere strictly to the plans and specifications which accompanied the application.
- (b) The Unit Owner must initiate, diligently prosecute, and complete the Improvement in a timely manner.
- (c) If the approved application is for work that requires a building permit from a municipality or other regulatory authority, the Unit Owner must obtain the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that such plans and specifications comply with a municipality or other regulatory authority requirements. Alternatively, approval by a municipality or other regulatory authority does not ensure Architectural Reviewer approval.

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

12. Changes in Developer-Owned Units. Without limiting the generality of the provisions of paragraph 11.16 above, the Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing.

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

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

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements therein, or of any portion of a Unit maintained by the Association pursuant to this Declaration, or at any time as necessary, for making emergency repair therein to prevent damage to the Common Elements or a Unit or Units.
- (b) The power to make and collect Assessments and other charges against Unit Owners and to regulate, administer, lease, maintain, repair and replace the Common Elements.

- (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at all reasonable times upon prior request.
- (d) The power to contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefore mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, provided further that no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.
- (f) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property, including, without limitation, the use of the Common Elements; hazardous, illegal, or annoying materials or activities on the Condominium Property; the use of services provided through the Association to the Condominium; the consumption of utilities billed to the Association; the occupancy and leasing of Units; animals; vehicles; disposition of trash and control of vermin, termites, and pests; and anything that interferes with the maintenance of Condominium Property, operation of the Association, administration of this Declaration, the Articles of Incorporation and Bylaws, or the quality of life for the Unit Owners. The initial rules and regulations of the Condominium (the "Initial Rules and Regulations") are attached hereto as Exhibit "E" annexed hereto.
- (g) The power to charge a fee for the exclusive use of Common Elements (other than Limited Common Elements) or Association Property to any Unit Owner being granted, by the Association, a right to such exclusive use.
- (h) The power to convey a portion of the Common Elements to a condemning authority acquiring such Common Elements for the purposes of providing

utility easements, right-of-way expansion or other public purposes, whether such acquisition is the result of negotiation or of eminent domain proceedings.

- (i) All of the powers which a corporation not-for-profit in the State of Florida may exercise.

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

- 13.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by, or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 11.1 hereof. Further, the Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where such insurance is not required to be obtained or maintained by the Association when the Association is in compliance with applicable provisions of the Act, this Declaration and the Articles and By-Laws of the Association.
- 13.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.
- 13.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record owners of the Unit is specifically required by this Declaration or by law.
- 13.5 Acts of the Association. Unless the approval or action of Units and/or a certain specific percentage of the Board of Directors of the Association is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or

actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

- 13.6 Eligibility for Board Membership. Except for members of the Board of Directors of the Association who are appointed by the Developer, as provided in the Bylaws of the Association, all members of the Board of Directors shall be Unit Owners or the spouses of Unit Owners.

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

15. Collection of Assessments.

15.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while that person is the Unit Owner. In the case of a voluntary conveyance, the Unit Owner shall be jointly and severally liable with the previous Unit Owner for all unpaid Assessments for the share of the Common Expenses that come due up to the time of the conveyance, without prejudice to any right the Unit Owner may have to recover from the previous owner the amounts paid by the Unit Owner. The Unit Owner acquiring title shall pay the unpaid Assessments to the Association within thirty (30) days of the transfer of title. Failure to pay the full amount owed to the Association within such thirty (30) days shall entitle the Association to record a claim of lien in the Public Records of the County and to proceed in the same manner for the collection of unpaid assessments

as in Section 15.2. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

- 15.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but there shall be a late charge in an amount not to exceed the greater of (i) \$2.00 per day up to a maximum of \$25.00 for any sums not paid within ten (10) days of the date due or (ii) five percent (5%) of each installment of the assessment not paid within ten (10) days of the date due. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel, with interest, and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective as of the date of the recording of this Declaration and shall be evidenced by the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record owner, the name and address of the Association, the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon, and costs and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien.
- 15.3 Developer Reserve Liability. Prior to turnover of control of the Association to the unit owners, the Developer may, to the extent permitted by the Act as the same may be amended from time to time, vote to waive the reserves or reduce the funding of reserves for the first two (2) fiscal years of the Association's operation, beginning with the fiscal year in which the initial declaration is recorded, with the vote taken each fiscal year and such vote to be effective for only one annual budget, after which time reserves may be waived or reduced only upon the vote of a majority of all non-developer voting interests voting in person or by limited proxy at a duly called meeting of the Association.
- 15.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least forty-five (45) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least forty-five (45) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim

of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

- 15.5 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.
- 15.6 Institutional First Mortgagee. In the event an Institutional First Mortgagee or its successor or assignee shall obtain title to the Unit as a result of foreclosure of its mortgage pursuant to proceedings in which the Association has been properly named as a junior lienholder, or as a result of a deed given in lieu of foreclosure or in satisfaction of debt, such Institutional First Mortgagee, its successors and assigns, shall only be liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such Condominium Parcel which became due during the twelve (12) months immediately preceding acquisition of title as a result of the foreclosure (provided the Association has been properly named as a defendant junior lienholder) or the acceptance of such deed. In no event shall such Institutional First Mortgagee be liable for more than one percent (1%) of the original mortgage debt. Such unpaid share of Common Expenses or Assessments or other charges shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.
- 15.7 Certificate of Unpaid Assessments. Within ten (10) business days after receiving a written request by a Unit Owner, a purchaser or mortgagee of a Unit, the Association shall provide a certificate in accordance with 718.116(8), Florida Statutes, signed by an officer or agent of the Association stating all assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.
- 15.8 Installments. Regular Assessments shall be collected quarterly, in advance, by the Association, or as otherwise determined by the Board from time to time.
- 15.9 Use of Common Elements. The Association shall not charge any fee against a Unit Owner for the use of the Common Elements or Association Property unless such use is the subject of a lease between the Association and the Unit Owner.

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

16.1 Purchase, Custody and Payment.

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

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

- (a) Casualty. (i) The Building (including all fixtures, installations or additions comprising that part of the Building and required by the Act to be insured under the Association's policy(ies), but excluding all furniture, furnishings, floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and (ii) all Improvements located on the Common Elements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or owned by the Association (collectively the "Insured Property"), shall be insured in such amounts as may be required by the Act as the same may be amended from time to time. Such policies may contain reasonable deductible provisions

as determined by the Board of Directors of the Association. Such coverage may afford protection against:

- (i) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and
 - (ii) Such Other Risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.
- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, \$300,000 per person and \$100,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.
- (c) Worker's Compensation and other mandatory insurance, when applicable
- (d) Flood Insurance if required by the Primary Institutional First Mortgagee or if the Association so elects.
- (e) Fidelity Insurance, covering all directors, officers, employees and management agents of the Association who control or disburse Association funds, if any, such insurance to be in an amount not less than as required by the Act.
- (f) Association Property. Appropriate additional Policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- (g) Such other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

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

under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

- 16.3 Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be canceled or substantially modified without at least forty-five (45) days prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations) without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.
- 16.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 16.5 Unit Owner Coverage. Unit Owners shall obtain and maintain at all times, individual casualty and general liability policies insuring the property lying within the boundaries of their Unit and for their personal liability arising in the use of their own Unit and other areas of the Common Elements for which they have exclusive use, or for which they have an obligation to repair or replace.
- 16.6 Insurance Trustee: Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may, but need not, be designated by the Board of Directors. References herein to the Insurance Trustee shall be deemed to apply to the Board of Directors if it elects to serve in such function pursuant to Section 16.11 hereof. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:
- (a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit.
- (b) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds,

except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

16.7 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

- (a) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefore.
- (b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.
- (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 16.6 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.
- (d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

16.8 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

16.9 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

16.10 Benefit of Mortgagees. Certain provisions in this Section 16 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

16.11 Insurance Trustee Optional. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails to or elects not to appoint such Trustee, the Association will

perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

16.12 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

17. Reconstruction or Repair After Fire or Other Casualty.

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

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

If the Condominium Property will not be repaired, it may be terminated as provided in Section 718.117, Florida Statutes.

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

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

- (a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
- (i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction funds, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.
 - (ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
 - (iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be distributed to Owners of the Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Property. All proceeds must be used to effect repairs to the Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.
 - (iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for

which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

- (v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

17.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements.

17.5 Benefit of Mortgagees. Certain provisions in this Section 17 are for the benefit of mortgagees of Units and may be enforced by any of them.

18. Condemnation.

18.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for the taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee (if appointed).

18.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after

casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

- 18.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 18 specifically provided.
- 18.4 Unit Size Reduced but Remains Usable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made usable for Recreational Vehicle and occupancy purposes (in the sole opinion and discretion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:
- (a) Restoration of Unit. The Unit shall be made usable for Recreational Vehicle and occupancy purposes. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be due from the Owner of the Unit.
 - (b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.
- 18.5 Unit Made Unusable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made usable for Recreational Vehicle and occupancy purposes (in the sole opinion and discretion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:
- (a) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages, in connection with each Unit which is not so usable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

- (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefore shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.
- (c) Assessments. If the balance of the award (after payments to the Unit Owners and such Owners' mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.
- (d) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of The Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation and the Act. Except as may be provided otherwise in the Act, the cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

18.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

18.7 Amendment of Declaration. The changes in Units and in the Common Elements that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is required to be approved by, and executed upon the direction of no less than a majority of Unit Owners.

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

19.1 Provisions for all Units (except the Commercial Unit).

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

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

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

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

No Commercial Use. No trade or business may be conducted on any Unit.

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

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

No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall

not be liable to any person(s) for its failure to enforce the provisions of this Section 19.1.

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

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

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

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

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

Pets. Pets shall not be permitted to become nuisances to Unit Owners or occupants of units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses,

cattle, sheep, goats, or any other type of animal not considered a domestic household pet shall neither be kept nor maintained in or about the Condominium Property. Pets, birds and fish shall not be kept nor maintained in or about the Condominium Property, except with the prior written consent of the Condominium Association and then only in accordance with the provisions of the Declaration and the following:

- (1) Except for fish, each Unit owner (regardless of the number of Owners), may maintain three (3) household pets in a Unit, to be limited to domestic dogs or domestic cats, plus no more than two caged birds or one (1) fish tank, provided they are not kept, bred or maintained for any commercial purpose and do not become a nuisance or annoyance to neighbors. Unit owners must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets, including cats, must be on a leash no longer than 6 feet in length at all times when outside the Unit. Pets may not be kept on a Limited Common Element. Pets may be exercised only in areas designated for such purpose by the Board of Directors. No pets shall be allowed on the pool deck or pool area. No dog or cat shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. No dog shall be of a dangerous breed or disposition. A variance to the number of pets allowed may be granted (or withheld) by the Board of Directors in its sole discretion.
- (2) No reptiles, amphibians or wildlife shall be kept in or on the Condominium Property (including Units).
- (3) Pets are not permitted on any part of the Common Elements except when they are leashed and being walked or transported directly off the Condominium Property or directly to their Owner's Unit.
- (4) The Board of Directors may require any animal that: (1) exhibits aggressive behavior, including but not limited to: snarling, growling, hissing, lunging, snapping or biting; or (2) is kept in an unsanitary condition; or (3) is loud and disruptive, by permanently removing from the Condominium Property upon five (5) days written notice.
- (5) Where applicable, all pets shall be duly licensed in such location where the Unit Owner or lessee resides. Any animal regulations promulgated by Marion County, Florida which are more restrictive and stringent than those set forth herein, shall control.

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

Residency. Each Unit Owner, guest, invitee or other permitted occupant shall maintain a primary residential address at another location other than the Condominium to which notices may be sent. The Condominium is not intended for permanent, year-round occupancy, thus no persons shall use a Unit as their permanent residence, address for driver's license or for other government issued identification or address for voter registration. Recreational Vehicles may be left on a Unit without restriction except otherwise provided herein.

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

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

19.2 Commercial Unit. Notwithstanding anything in the Declaration to the contrary, the initial use of the Commercial Unit will be as a Tiki Bar, and the Owner of the Commercial Unit shall have the right to change the use and modify the improvements on the Commercial Unit at any time subject only to applicable law and any governmental approval, and without the need for the joinder or consent of, or approval by, any other party, including, without limitation, the Board, the Architectural Reviewer, or any Unit Owner.

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

20.1 Approval by Association. Any Unit Owner who receives a bona fide offer to purchase his Unit (such offer to purchase is called an "Outside Offer" and any party making such an Outside Offer is called an "Outside Offeror" and the Unit Owner to whom the outside offer is made is called an "Offeree Unit Owner") which he intends to accept shall give notice by certified and/or registered mail to the Board of Directors of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require. The Offeree Unit Owner shall submit in writing such further information with respect

thereto as the Board of Directors may reasonably request. Not later than thirty (30) days after receipt of such notice, the Association or its designee shall issue its certification of approval or disapproval of the Outside Offeror. The Association's approval shall not be unreasonably refused. The basis of any disapproval shall be limited to activities of the Outside Offeror which can be demonstrated to detract from the market value or marketability of the Unit or which would violate any of the occupancy and use restrictions set forth in this Declaration or any amendment of it.

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

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

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

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

- 20.2 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.
- 20.3 Certificate of Approval. A certificate executed and acknowledged by an officer of the Association stating that the provisions of Section 20.1 have been satisfied by a Unit Owner shall be conclusive with respect to all persons who rely on such certificate in good faith. The Board of Directors shall furnish such certificate upon request to any Unit Owner. The Association may charge a fee in connection with the furnishing of such certificate, which fee shall not be in excess of the charges reasonably required for same, and such charges shall not exceed the maximum amount allowed under the Act (as it is amended from time to time).

- 20.4 Exceptions. The provisions of Section 20.1 shall not apply with respect to any sale or conveyance of any Unit by (a) the Unit Owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings or a trustee, corporation or other entity where the Unit Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trustee, corporation or other entity, or to any one or more of the above, (b) the Developer, (c) the Association, (d) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering, such Unit or delivering a deed in lieu of foreclosure, or (e) an Institutional First Mortgagee (or its designee) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure or in satisfaction of debt; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 20.
- 20.5 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer the Unit Owner's Unit by gift, to devise said Unit by will, or to have said Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and said Unit subject to, the provisions of this Section 20.

21. Lease of Units. The following provisions are included in this Declaration pursuant to the requirements of the Management Agreement (as hereinafter defined) and shall apply to the maximum extent permitted by the Act and applicable law. To the extent that any provisions are inconsistent with the Act or other provisions of applicable law, they will be deemed stricken and of no force and effect. Nothing contained in this Section **Error! Reference source not found.** shall apply to the Commercial Unit. The rental of Units shall be managed exclusively by the Managing Agent, pursuant to that certain management agreement attached hereto as Exhibit "F" and incorporated herein (the "Management Agreement"). The term of the Management Agreement shall be for an initial period of ten (10) years after the expiration of the Developer Period and shall automatically extend thereafter for consecutive three (3) periods, unless the Association provides termination notice to the Managing Agent at least thirty (30) days prior to the then applicable term. During the Developer Period, the Developer reserves for itself, the right, but not the duty, to appoint, remove, and or replace the Managing Agent subject to the terms of the Management Agreement. After the Developer's authority to appoint, remove, and or replace the Managing Agent has expired, the Association has the authority to remove the Managing Agent upon unanimous affirmative vote of the Unit Owners, subject to the Management Agreement. All leases shall be in writing and must be approved by the Managing Agent. All leases of Units shall provide that the Managing Agent shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document, or instrument governing the Condominium. Leasing of Units also shall be subject to the prior written approval of the Managing Agent, and the Managing Agent may deny permission to lease any Unit on any reasonable grounds the Managing Agent may find. The Managing Agent shall be paid a rental administration fee of thirty percent (30%) of the total rent due under a lease. As part of the rental administration, the Managing Agent shall cause the sales and local taxes to be collected from the tenants and paid to the appropriate taxing authority on behalf of the Unit Owners. The Managing Agent shall have the right to require of all tenants that they deposit in escrow with the Managing Agent a sum not in excess of one (1) month's rent which may be used by the Managing Agent to repair any damage to the Common Elements or other property owned

by the Association resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Regardless of whether or not expressed in the applicable lease, all Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts or omissions of his tenant(s) which constitute a violation of or non-compliance with the provisions of this Declaration and any and all rules and regulations of the Association. All leases shall comply with and be subject to the provisions of Section 20.1 hereof. No sublease, assignment, or renewal of a lease shall be allowed without the written approval of the Board of Directors, and all provisions of this Section also shall apply to subleases and assignments and renewals of leases. No lease approved by the Board of Directors shall be amended or modified without the Board's approval. The Board of Directors may charge a lease approval fee not in excess of any amount provided for in the Act (as it may be amended from time to time) as a maximum amount for such fees, but no fee shall be charged in connection with the approval of an amendment, modification, or extension of a previously approved lease.

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

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

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

- 22.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.
- 22.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, to make a special charge against the Unit Owner for the sums necessary to do whatever work is required to prevent damage to the Common Elements or to a Unit or Units, to hire an attorney to make a charge against the Unit

Owner for the costs of such reasonable attorneys' fees incurred in requiring performance and/or compliance of the Unit Owner and to collect such charge. Each Unit Owner agrees and acknowledges that compliance with the provisions of this Declaration, and all exhibits annexed hereto, is necessary to maintain the value of the Condominium Property, and each Unit Owner's use and enjoyment of their respective Units. Each Unit Owner acknowledges that the violation of such provisions constitutes an irreparable harm for which the Association has no adequate remedy at law, and for which the Association may seek injunctive relief.

22.3 **Fines.** In the event a Unit Owner or occupant fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to impose a fine against the Unit Owner and the Unit. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed any maximum amount permitted by the Condominium Act as such Act may be amended from time to time. Any fine shall be imposed by written notice to the Unit Owner or tenant, signed by an officer of the Association, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the Unit Owner or tenant has the right to contest the fine by delivering written notice to the Association within ten (10) days after receipt of the notice imposing the fine. If the Unit Owner or tenant timely and properly objects to the fine, a Committee of other Unit Owners shall conduct a hearing within thirty (30) days after receipt of the Unit Owner's or tenant's objection and shall give the Unit Owner or tenant not less than fourteen (14) days written notice of the hearing date. At the hearing, the appropriate Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred and that the fine imposed is appropriate. The Unit Owner or tenant shall have the right to attend the hearing and to produce evidence on his behalf, and, if the Unit Owner or tenant fails to attend, then the hearing will be deemed waived and the Committee may ratify the fine without further proceedings. At the hearing the Committee shall ratify, reduce or eliminate the fine and shall give the Unit Owner or tenant written notice of its decision. If the Committee does not agree with the fine, the fine shall not be levied. Any fine shall be due and payable within ten (10) days after written notice of the imposition of the fine, or, if a hearing is timely requested within ten (10) days after written notice of the Committee's decision, at the hearing. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the Association shall have the right to evict the tenant as hereinafter provided.

22.4 **Costs and Attorneys' Fees.** In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees (including appellate attorneys' fees).

- 22.5 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.
23. Termination of Condominium. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) a plan of termination is authorized in accordance with the Act.
24. Additional Rights of Mortgagees and Others.
- 24.1 Institutional First Mortgagees shall have the right, upon written request to the Association, to: (i) examine the Condominium documents and the Association's books and records, (ii) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (iii) receive notices of and attend Association meetings, (iv) receive notice of any alleged default in any obligations hereunder by any Unit Owner, on whose Unit such Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to the Unit Owner, and (v) receive notice of any substantial damage or loss to any portion of the Condominium Property.
- 24.2 Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium Property or the affected mortgaged Unit, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any proposed termination of the Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.
25. Covenant Running With the Land. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

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

27. SURFACE WATER MANAGEMENT AREAS AND FACILITIES.

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

Management System Facilities or System or to use such areas or discharge any substance in them that is contrary to applicable laws and regulations or the conditions of any permits issued by the County and the District. Additionally, no portion of the Facilities or System, or any private roads may be altered without the prior written approval of the County Engineer or his designee.

- (g) Developer Control. Prior to completion of construction of the Surface Water Management Areas and the Surface Water Management System Facilities, Developer shall have the exclusive right to repair, replace, and maintain all such Facilities within or pertaining to the Condominium. Developer reserves for itself, and its agents, invitees, licensees, employees, successors, and assigns, the right and license on, over, and under the Property to repair, replace, and maintain all drainage control facilities, structures, and devices within the Surface Water Management Areas and/or the Surface Water Management System Facilities as long as Developer has any legal obligation to do so.
- (h) Association Control. Subsequent to the completion of construction of the Common Elements and all Surface Water Management System Facilities, Developer shall request from the District permission to transfer responsibility for the operation and maintenance of the Facilities to the Association. The Developer shall submit to the District, Form O&M/ASG/N (7/99) or such other form or forms as may then be required by the District before the transfer of responsibility to the Association is effective. The Association shall accept from the Developer a transfer of all assignable licenses and permits for the Surface Water Management Areas and the Common Surface Water Management System. The Association shall cooperate with the Developer and shall execute such documents as may be required by the District for the transfer.
- (i) The Association to Operate and Maintain the Common Surface Water Management System. The Association shall, upon issuance of written approval of the transfer of responsibility to it by the District, have full responsibility for operating, maintaining, repairing, and replacing the Surface Water Management System Facilities within the Surface Water Management Areas in accordance with the terms and conditions of the Environmental Resource Permit and any other permits issued by the District. The Association shall allocate sufficient funds in its budget for monitoring and maintenance of any wetland mitigation area(s) until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.
- (j) Enforcement by County. In the event that the Association, or any successor organization, shall fail to adequately maintain the Common Surface Water Management System in accordance with County standards, the County shall have the right, but not the obligation, to enter the Association Property for

the purpose of maintaining the Common Surface Water Management System. All expenses incurred by the County in maintaining the Common Surface Water Management System shall be assessed against the Association and shall be payable by the Association within sixty (60) days after receipt of a statement therefore. If the Association fails to pay such assessment within such 60-day period, the assessment shall become a lien on the Association Property which may be foreclosed by the County. The rights of the County contained in this restriction shall be in addition to any other rights the County may have regulating the operation and development of the Condominium.

- (k) Enforcement by District. The District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.
- (l) Cessation of Existence of the Association. If the Association ceases to exist, all of the Unit Owners in the Condominium who are subject to this instrument shall be jointly and severally responsible for the operation and maintenance of the Surface Water Management System Facilities in accordance with the Environmental Resource Permit issued by the District, unless and until the control or right of access to the Surface Water Management System Area is conveyed or dedicated to an appropriate governmental unit or public utility, and if such conveyance or dedication is not accepted, unless and until the Surface Water Management System Facilities are conveyed to a non-profit corporation similar to the Association.

28. Additional Provisions.

- 28.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) or registered mail to the Association in care of its office at the Condominium or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses or such other address as may be designated by them from time to time, in writing, to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.
- 28.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such

interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

- 28.3 Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder and may assume the Unit is free of any such mortgages or liens unless written notice of the existence of such mortgage or lien is received by the Association.
- 28.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 28.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-president may be substituted therefore, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefore, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 28.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 28.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 28.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 28.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.
- 28.10 Execution of Documents: Attorney-in-fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such

Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the community as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

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

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 16th day of October 2024.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: VICTORIA HARRIS
Address: 755 Old Peachtree Rd NW Suwanee, GA 30024

[Signature]
Print Name: Karen morales
Address: 755 Old Peachtree Rd NW Suwanee, GA 30024

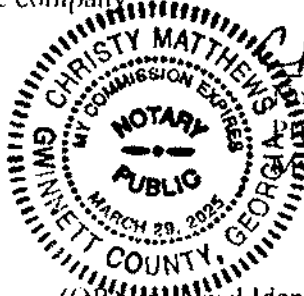
Champions Run Land Asset LLC, a Florida limited liability Company

[Signature]
By: Jack Brewster
Title: Manager

Address: 755 Old Peachtree Road NW Suwanee, GA 30024

STATE OF Georgia
COUNTY OF Gwinnett

The foregoing Declaration of Condominium was acknowledged before me by means of [] physical presence or [] online notarization, this 16th day of October 2024, by Jack Brewster as Manager of Champions Run Land Asset LLC, a Florida limited liability company, on behalf of the company.



[Signature]
Notary Public
Print Name: Christy Matthews
Commission Expires: March 29, 2025

Personally Known (OR) Produced Identification _____
Type of identification produced _____

JOINDER

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

WITNESSES:

CHAMPIONS RUN RV RESORT
CONDOMINIUM ASSOCIATION, INC.,
a Florida corporation not for profit

Victoria Harris
Print Name: Victoria Harris
Address: 755 Old Peachtree Rd.
NW Suwanee, GA 30024

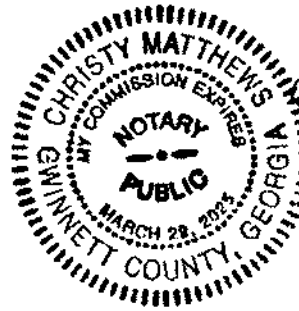
By: *T. Farrell*
Name: TRISTAN FARRELL
Title: DIRECTOR / PRESIDENT

Tristan Farrell
Print Name: Tristan Farrell
Address: 755 Old Peachtree Rd.
NW Suwanee, GA 30024

Address: 755 Old Peachtree Road NW
Suwanee, GA 30024

STATE OF Georgia
COUNTY OF Gwinnett

The foregoing Declaration of Condominium was acknowledged before me by means of physical presence or online notarization, this 16th day of October, 2024, by Tristan Farrell as President of Champions Run RV Resort Condominium Association, Inc., a Florida corporation not for profit, on behalf of the Association.



Christy Matthews
Notary Public
Print Name: Christy Matthews
My Commission Expires: March 29, 2025

Personally Known (OR) Produced Identification
Type of identification produced _____

MORTGAGEE CONSENT AND JOINDER

GENESIS CAPITAL, LLC, a Delaware limited liability company (the "Mortgagee") is the holder of that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Champions Run Land Asset LLC, a Florida limited liability company, dated September 26, 2024, recorded October 1, 2024 in Official Records Book 8436, Page 223, of the Public Records of Marion County, Florida (the "Mortgage"), which encumbers the Property described in Exhibit "A" of this Declaration of Condominium for Champions Run Ocala Luxury RV Resort, A Nonresidential Condominium (the "Declaration"), and by signing below, does hereby consent and join in the filing of this Declaration solely in order to signify its consent, as required under the terms of the Declaration and applicable Florida law.

This Consent shall be binding upon the Mortgagee and its successors and assigns.

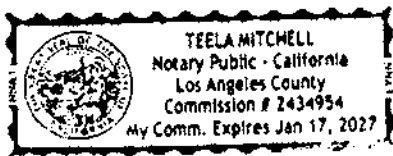
Dated this 2 day of October, 2024.

GENESIS CAPITAL, LLC, a Delaware limited liability company

By: [Signature]
Print Name: Scott Sawyer
As its: Authorized Signatory

STATE OF California
COUNTY OF Los Angeles

The foregoing Mortgagee Consent and Joinder was acknowledged before me by means of physical presence or online notarization, this 2nd day of October, 2024, by Scott Sawyer as Authorized Signatory of GENESIS CAPITAL, LLC, a Delaware limited liability company, on behalf of the company.



Teela Mitchell
Notary Public
Print Name: Teela Mitchell
My Commission Expires: Jan. 17, 2027

Personally Known (OR) Produced Identification
Type of identification produced Driver license

Exhibits to Declaration:

- A. Legal description of Land
- B. Survey, Graphic Description, Plot Plan, Building Floor Plans and Unit Floor Plans
- C. Articles of Incorporation of the Condominium Association
- D. Bylaws of the Condominium Association
- E. Initial Rules and Regulations
- F. Management Agreement

Exhibit "A"

LEGAL DESCRIPTION:

PARCEL 1:

THE NORTHWEST 1/4 OF SOUTHEAST 1/4; THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, EXCEPT NORTH 423.30 FEET; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, EAST OF THE GRADED ROAD, EXCEPT THE NORTH 423.30 FEET; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EAST OF THE GRADED ROAD, EXCEPT COMMENCING 40 FEET NORTH OF THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE EAST RIGHT-OF-WAY OF THE PAVED ROAD: THENCE EAST 667 FEET, NORTH 392 FEET, WEST 667 FEET, SOUTH 392 FEET TO THE POINT OF BEGINNING, EXCEPT ROAD RIGHT-OF-WAY, IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING:

COMMENCE AT THE SOUTHEAST CORNER OF THE NW 1 / 4 OF THE SE 1 / 4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE ND0°26'58"E, 1478.54 FEET TO THE POINT OF BEGINNING, THENCE N89°44'44"W, 198.02 FEET, THENCE S00°12'48"W, 16.54 FEET, THENCE N89°44'44"W, 450.53 FEET TO THE POINT OF CURVATURE OF A 330.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S79°56'16"W, 118.20 FEET, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°38'00", A DISTANCE OF 118.84 FEET TO THE POINT OF TANGENCY, THENCE S69°37'16"W, 98.86 FEET, THENCE N20°58'27"W, 116.74 FEET TO THE POINT OF CURVATURE OF A 21.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF N11°59'32"E, 22.85 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°55'59", A DISTANCE OF 24.17 FEET TO THE POINT OF TANGENCY, THENCE N 44°57'32"E, 23.77 FEET, THENCE N45°02'28"W, 60.00 FEET, THENCE N01°20'11 "E, 624.15 FEET, THENCE S89°43'37"E, 911.63 FEET, THENCE S00°26'58"W, 741.50 FEET TO THE POINT OF BEGINNING SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA.

AND LESS AND EXCEPT:

BEGIN AT THE SOUTHEAST CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE N.89°47'12"W., ALONG THE SOUTH BOUNDARY OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION, 1407.46 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE: THENCE N.00°42'15"E., ALONG SAID RIGHT OF WAY LINE, 40.02 FEET: THENCE DEPARTING SAID RIGHT OF WAY LINE, S.89°44'52"E., 625.10 FEET: THENCE N.00°43'22"E., 391.98 FEET: THENCE N.89°44'44 "W., 625.23 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE; THENCE N.00°42'15"E., ALONG SAID RIGHT OF WAY LINE, 1212.86 FEET TO A POINT OF CUSP WITH A 45.00 FOOT RADIUS CURVIE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF

S.44'30'41"E., 63.88 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90'25'52", A DISTANCE OF 71.02 FEET TO THE POINT OF TANGENCY; THENCE S.89'43'37"E .. 282.75 FEET TO THE POINT OF CURVATURE OF A 220.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.75'43'09"E., 106.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28'00'55", A DISTANCE OF 107.57 FEET TO THE POINT OF REVERSE CURVATURE OF A 30.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.75'04'29"E., 13.87 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26'43'36", A DISTANCE OF 13.99 FEET TO THE POINT OF REVERSE CURVATURE OF A 52.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY HAVING A CHORD BEARING AND DISTANCE OF S.54'42'22"E., 57.75 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 67'27'49", A DISTANCE OF 61.23 FEET TO THE POINT OF TANGENCY; THENCE S.20'58'27"E., 139.36 FEET; THENCE N.69'37'16"E., 98.86 FEET TO THE POINT OF CURVATURE OF A 330.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.79'56'16"E .. 118.20 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20'38'00", A DISTANCE OF 118.84 FEET TO THE POINT OF TANGENCY; THENCE S.89'44'44"E., 450.53 FEET; THENCE N.00'12'48"E., 16.54 FEET; THENCE S.89'44'44"E., 198.02 FEET; THENCE S.00'26'58"W., 1478.54 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA.

TRACT E

COMMENCE AT THE S.E. CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE N.00'26'58"E., A DISTANCE OF 2220.04 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 423.30 FEET OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION; THENCE N.89'43'37"W., ALONG SAID SOUTH BOUNDARY, 738.20 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID SOUTH BOUNDARY, S.00-00'00"W.. 658.82 FEET; THENCE N.89'43'37"W.. 127.71 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S.67'36'57"W. 19.26 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45'18'51", A DISTANCE OF 19.77 FEET TO THE POINT OF TANGENCY; THENCE DEPARTING SAID CURVE ON A NON-TANGENT BEARING OF N.45'02'28"W., A DISTANCE OF 60.00 FEET; THENCE N.01'20'11 "E., A DISTANCE OF 624.15 FEET TO A POINT ON THE AFORESAID SOUTH BOUNDARY OF THE NORTH 423.30 FEET; THENCE S.89'43'37"E., ALONG SAID SOUTH BOUNDARY, 173.43 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA.

TRACT F

COMMENCE AT THE S.E. CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE N.00'26'58"E., A DISTANCE OF

2220.04 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 423.30 FEET OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION: THENCE N.89°43'37"W., ALONG SAID SOUTH BOUNDARY, 738.20 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, S.00°00'00"W., 658.82 FEET; THENCE N.89°43'37"W., 127.71 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY. HAVING A CHORD BEARING AND DISTANCE OF S.67°36'57"W. 19.26 FEET: THENCE SOUTHWESTERLY. ALONG THE ARC OF SAID CURVIE, THROUGH A CENTRAL ANGLIE OF 45°18'51 " , A DISTANCE OF 19.77 FEET TO THE POINT OF TANGENCY: THENCE S.44°57'32"W., 23.77 FEET TO THE POINT OF CURVATURE OF A 21.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.11°59'21 "W. 22.86 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°56'21", A DISTANCE OF 24.17 FEET TO THE POINT OF TANGENCY, SAID POINT BEING THE POINT OF BEGINNING. THENCE S.20°58'49"E., 95.64 FEET: THENCE S.69°01'39"W., 60.00 FEET: THENCE N.20°58'21"W., 20.00 FEET TO THE POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.55°08'16"W. 168.47 FEET: THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°19'49", A DISTANCE OF 178.89 FEET TO THE POINT OF TANGENCY; THENCE N.89°18'10"W., 288.47 FEET TO THE POINT OF CURVATURE OF A 45.00 FOOT RADIUS CURVIE, CONCAVE SOUTHEASTERLY. HAVING A CHORD BEARING AND DISTANCE OF S.45°37'09"W. 63.73 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVIE, THROUGH A CENTRAL ANGLE OF 90°09'22", A DISTANCE OF 70.81 FEET TO A POINT OF CUSP WITH THE EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE (WIDTH VARIES); THENCE N.00°32'28"E., ALONG SAID EAST RIGHT OF WAY LINE, 167.98 FEET TO A POINT OF CUSP WITH A 45.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.44°35'34"E. 63.79 FEET: THENCE DEPARTING SAID EAST RIGHT OF WAY LINE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°16'06", A DISTANCE OF 70.90 TO THE POINT OF TANGENCY: THENCE S.89°43'37"E., 282.96 FEET TO THE POINT OF CURVATURE OF A 220.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S.75°43'09"E. 106.50 FEET: THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°00'56", A DISTANCE OF 107.57 FEET TO THE POINT OF REVERSE CURVATURE WITH A 30.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY. HAVING A CHORD BEARING AND DISTANCE OF S.75°04'25"E. 13.87 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLIE OF 26°43'29", A DISTANCE OF 13.99 FEET TO THE POINT OF REVERSE CURVATURE WITH A 52.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.54°42'30"E. 57.75 FEET: THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°27'21 " . A DISTANCE OF 61.22 FEET TO THE POINT OF TANGENCY; THENCE S.20°58'49"E .. 22.62 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA.

AND

PARCEL 2:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARION, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

TRACT D:

COMMENCE AT THE SOUTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE N.00°26'58"E., 1478.54 FEET TO THE POINT OF BEGINNING, THENCE N.89°44'44"W., 198.02 FEET, THENCE S.00°12'48"W., 16.54 FEET, THENCE N.89°44'44"W., 450.53 FEET TO THE POINT OF CURVATURE OF A 330.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S.79°56'16"W., 118.20 FEET, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°38'00", A DISTANCE OF 118.84 FEET TO THE POINT OF TANGENCY, THENCE S.69°37'16"W., 98.86 FEET, THENCE N.20°58'27"W., 116.74 FEET TO THE POINT OF CURVATURE OF A 21.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.11°59'32"E., 22.85 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°55'59", A DISTANCE OF 24.17 FEET TO THE POINT OF TANGENCY, THENCE N.44°57'32"E., 23.77 FEET, THENCE N.45°02'28"W., 60.00 FEET, THENCE N.01°20'11 "E., 624.15 FEET, THENCE S.89°43'37"E., 911.63 FEET, THENCE S.00°26'58"W., 741.50 FEET TO THE POINT OF BEGINNING SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA.

AND

BEGIN AT THE SOUTHEAST CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST: THENCE N.89°47'12"W., ALONG THE SOUTH BOUNDARY OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION, 1407.46 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE: THENCE N.00°42'15"E., ALONG SAID RIGHT OF WAY LINE, 40.02 FEET: THENCE DEPARTING SAID RIGHT OF WAY LINE, S.89°44'52"E., 625.10 FEET; THENCE N.00°43'22"E., 391.98 FEET; THENCE N.89°44'44"W., 625.23 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF N.W. 44TH AVIENUE; THENCE N.00°42'15"E., ALONG SAID RIGHT OF WAY LINE, 1212.86 FEET TO A POINT OF CUSP WITH A 45.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.44°30'41"E., 63.88 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVIE THROUGH A CENTRAL ANGLE OF 90°25'52", A DISTANCE OF 71.02 FEET TO THE POINT OF TANGENCY; THENCE S.89°43'37"E., 282.75 FEET TO THE POINT OF CURVATURE OF A 220.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.75°43'09"E., 106.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLIE OF 28°00'56", A DISTANCE OF 107.57 FEET TO THE POINT OF REVERSE CURVATURE OF A 30.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OFS.75°04'29"E., 13.87 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVIE THROUGH A CENTRAL ANGLIE OF 26°43'36", A DISTANCE OF 13.99 FEET TO THE POINT OF REVIERSE CURVATURE OF A 52.00 FOOT RADIUS

CURVE, CONCAVIE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.54°42'22"E., 57.75 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 67°27'49", A DISTANCE OF 61.23 FEET TO THE POINT OF TANGENCY; THENCE S.20°58'27"E., 139.36 FEET; THENCE N.69°37'16"E., 98.86 FEET TO THE POINT OF CURVATURE OF A 330.00 FOOT RADIUS CURVIE, CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.79°56'16"E., 118.20 FEET: THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°38'00", A DISTANCE OF 118.84 FEET TO THE POINT OF TANGENCY: THENCE S.89°44'44"E., 450.53 FEET; THENCE N.00°12'48"E., 16.54 FEET: THENCE S.89°44'44"E., 198.02 FEET: THENCE S.00°26'58"W., 1478.54 FEET TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING RIGHT OF WAY: A PARCEL OF LAND LYING WITHIN THE NE 1/4 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF SAID NE 1/4 OF THE SW 1/4, THENCE N.89°52'06"W., ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE SW 1/4, 99.16 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE N.89°52'06"W., ALONG SAID SOUTH LINE, 26.71 FEET, THENCE N.00°30'33"E. 40.00 FEET, THENCE S.89°29'27"E. 26.69 FEET, THENCE S.00°28'46"W. 39.82 FEET TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING RIGHT OF WAY:

A PARCEL OF LAND LYING WITHIN THE SE 1/4 OF THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF SAID NE 1/4 OF THE SW 1/4: THENCE N.89°52'06"W .. ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE SW 1/4, 125.87 FEET: THENCE N.00°30'33"E., 432.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N.00°30'33"E., 1213.16 FEET: THENCE S.89°29'27"E .. 43.52 FEET: THENCE S.00°25'08"W., 960.04 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY, AND HAVING A RADIUS OF 2129.48 FEET, THENCE SOUTHERLY, ALONG SAID CURVE, 203.95 FEET THROUGH A CENTRAL ANGLE OF 05°29'15" AND HAVING A CHORD BEARING AND DISTANCE OF S.03°09'45"W., 203.88 FEET, TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVIE, CONCAVIE EASTERLY, AND HAVING A RADIUS OF 2037.48 FEET; THENCE SOUTHERLY ALONG SAID CURVE. 49.64 FEET, THROUGH A CENTRAL ANGLE OF 01°23'45" AND HAVING A CHORD BEARING AND DISTANCE OF S.05°12'31"W., 49.63 FEET: THENCE N.89°29'27"W .. 31.53 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT FROM THE FOREGOING:

TRACT E:

COMMENCE AT THE S.E. CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST; THENCE N.00°26'58"E., A DISTANCE OF

2220.04 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 423.30 FEET OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION: THENCE N.89°43'37"W., ALONG SAID SOUTH BOUNDARY, 738.20 FEET TO THE POINT OF BEGINNING: THENCE DEPARTING SAID SOUTH BOUNDARY, s.00-00-00"W., 658.82 FEET: THENCE N.89°43'37"W., 127.71 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S.67°36'57"W. 19.26 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°18'51", A DISTANCE OF 19.77 FEET TO THE POINT OF TANGENCY: THENCE DEPARTING SAID CURVE ON A NON-TANGENT BEARING OF N.45°02'28"W .. A DISTANCE OF 60.00 FEET: THENCE N.01°20'11"E .. A DISTANCE OF 624.15 FEET TO A POINT ON THE AFORESAID SOUTH BOUNDARY OF THE NORTH 423.30 FEET: THENCE S.89°43'37"E., ALONG SAID SOUTH BOUNDARY, 173.43 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT FROM THE FOREGOING:

TRACT F:

COMMENCE AT THE S.E. CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST: THENCE N.00°26'58"E., A DISTANCE OF 2220.04 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 423.30 FEET OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION: THENCE N.89°43'37"W., ALONG SAID SOUTH BOUNDARY, 738.20 FEET: THENCE DEPARTING SAID SOUTH BOUNDARY s.00-00-00"W., 658.82 FEET, THENCE N.89°43'37"W., 127.71 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S.67°36'57"W. 19.26 FEET: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°18'51", A DISTANCE OF 19.77 FEET TO THE POINT OF TANGENCY: THENCE S.44°57'32"W. 23.77 FEET TO THE POINT OF CURVATURE OF A 21.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.11°59'21"W. 22.86 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°56'21 " , A DISTANCE OF 24.17 FEET TO THE POINT OF TANGENCY, SAID POINT BEING THE POINT OF BEGINNING: THENCE S.20°58'49"E., 95.64 FEET, THENCE S.69°01'39"W., 60.00 FEET, THENCE N.20°58'21"W., 20.00 FEET TO THE POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.55°08'16"W., 168.47 FEET, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°19'49", A DISTANCE OF 178.89 FEET TO THE POINT OF TANGENCY, THENCE N.89°18'10"W., 288.47 FEET TO THE POINT OF CURVATURE OF A 45.00 FOOT RADIUS CURVE, CONCAVIE SOUTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.45°37'09"W. 63.73 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°09'22", A DISTANCE OF 70.81 FEET TO A POINT OF CUSP WITH THE EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE (WIDTH VARIES); THENCE N.00°32'28"E., ALONG SAID EAST RIGHT OF WAY LINE, 167.98 FEET TO A POINT OF CUSP WITH A 45.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.44°35'34"E. 63.79 FEET: THENCE DEPARTING SAID

EAST RIGHT OF WAY LINE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°16'06", A DISTANCE OF 70.90 FEET TO THE POINT OF TANGENCY; THENCE S.89°43'37"E., 282.96 FEET TO THE POINT OF CURVATURE OF A 220.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S.75°43'09"E. 106.50 FEET: THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°00'56", A DISTANCE OF 107.57 FEET TO THE POINT OF REVERSE CURVATURE WITH A 30.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S.75°04'25"E. 13.87 FEET, THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°43'29", A DISTANCE OF 13.99 FEET TO THE POINT OF REVERSE CURVATURE WITH A 52.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.54°42'30"E. 57.75 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°27'21" , A DISTANCE OF 61.22 FEET TO THE POINT OF TANGENCY, THENCE S.20°58'49"E., 22.63 FEET TO THE POINT OF BEGINNING.

SAID LANDS ALSO BEING MORE FULLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST: THENCE N.89°47'12"W .. ALONG THE SOUTH BOUNDARY OF THE N.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 3, 1422.39 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE; THENCE N.00°42'15"E., ALONG SAID EAST RIGHT OF WAY LINE, 40.03 FEET: THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S.89°44'52"E., 639.91 FEET: THENCE N.00°43'22"E., 391.98 FEET; THENCE N.89°44'44"W., 635.68 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE, SAID POINT BEING ON A 2037.48 FOOT RADIUS CURVE, CONCAVE EASTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.05°20'03"E. 49.41 FEET: THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLIE OF 01°23'22", A DISTANCE OF 49.41 FEET TO A POINT OF REVERSE CURVATURE WITH A 2129.48 FOOT RADIUS CURVE, CONCAVE WESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N.03°17'06"E. 203.88 FEET: THENCE NORTHERLY ALONG THE ARC OF SAID CURVIE AND SAID EAST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 05°29'15", A DISTANCE OF 203.95 FEET TO THE POINT OF TANGENCY; THENCE N.00°32'28"E., ALONG SAID EAST RIGHT OF WAY LINE, 1536.70 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 423.30 FEET OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 3; THENCE S.89°43'37"E .. ALONG SAID SOUTH BOUNDARY, 1399.42 FEET TO A POINT ON THE EAST BOUNDARY OF THE S.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 3; THENCE S.00°26'58"W., ALONG SAID EAST BOUNDARY AND A SOUTHERLY EXTENSION THEREOF, 2220.04 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO THAT CERTAIN ACCESS EASEMENT DESCRIBED IN ITEM 1, AND REFERRED TO AS THE "PROTECTED DRIVE" MORE PARTICULARLY DESCRIBED IN EXHIBIT "D" OF THE RECIPROCAL EASEMENTS AND COVENANTS AGREEMENT IN BOOK 6184, PAGE 367.

Exhibit "B"

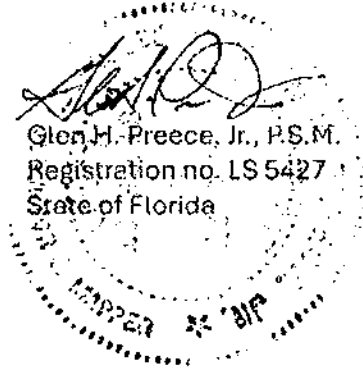
Survey, Graphic Description, Plot Plan, Building Floor Plans and Unit Floor Plans

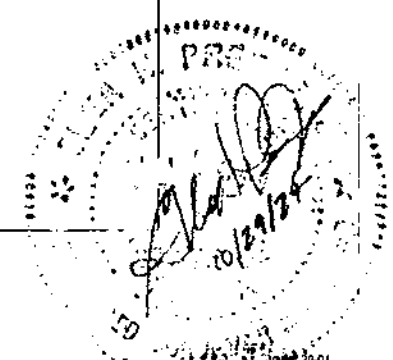
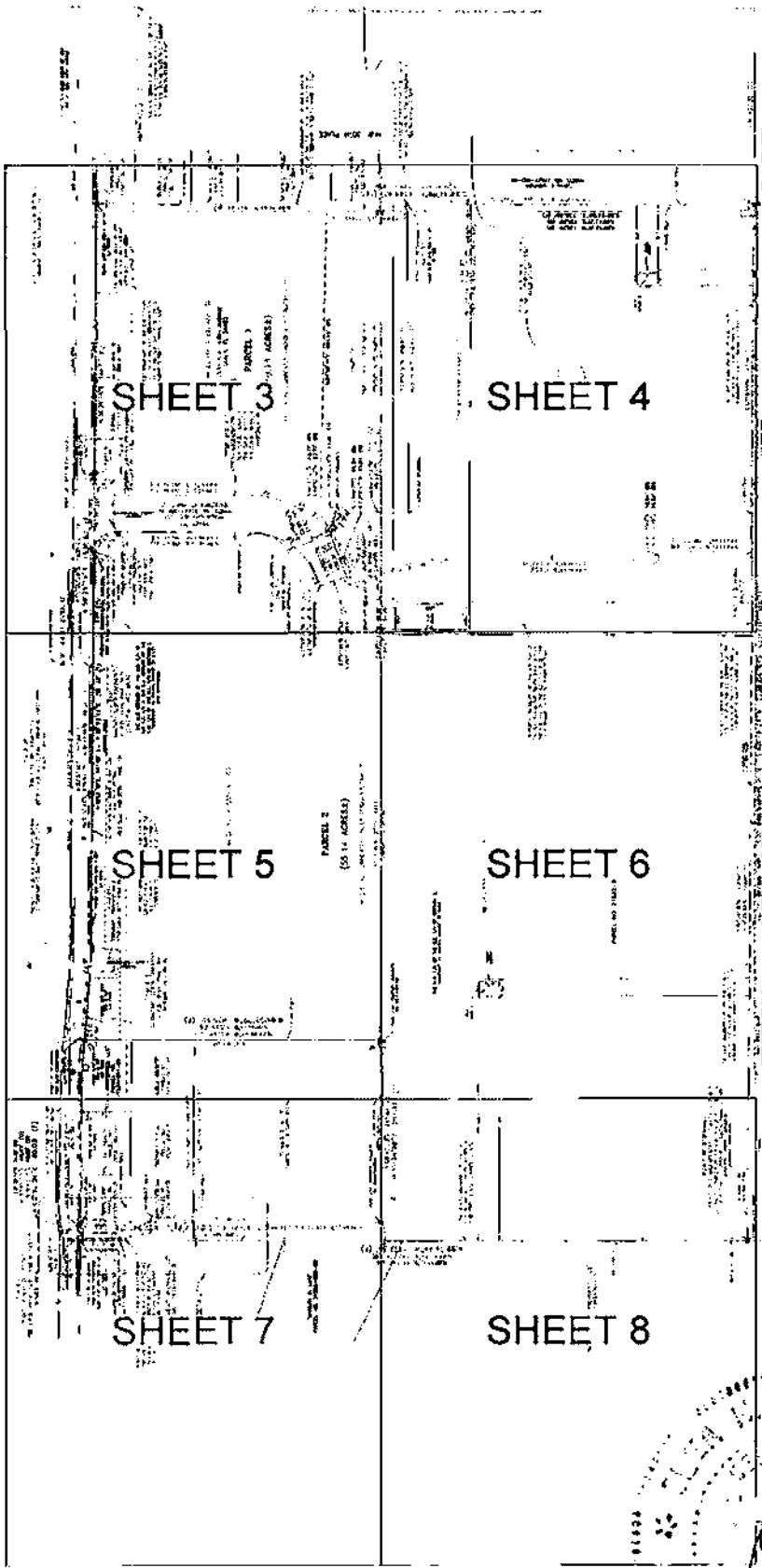
(see attached)

Champions Run


Surveyor's Certificate of Substantial Completion.

The undersigned surveyor and mapper authorized to practice in this state hereby certifies that the construction of the improvements is substantially complete so that the material, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.





SCALE:
N.T.S.



170 SE 32ND PLACE
OCALA, FL 34471
PH: (352)433-2195
PAOLO@MASTROSERIENGINEERING.COM

CHAMPIONS RUN
SURVEY EXHIBIT

2001
SHEET
C1 of 8

LEGAL DESCRIPTION FOR PARCELS 21532-000-00 & 21532-001-00

PARCEL 1

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, EXCEPT NORTH 423.30 FEET, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, EAST OF THE GRADED ROAD, EXCEPT THE NORTH 423.30 FEET; THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, EAST OF THE GRADED ROAD, EXCEPT COMMENCING 48 FEET NORTH OF THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE EAST RIGHT-OF-WAY OF THE PAVED ROAD; THENCE EAST 657 FEET, NORTH 392 FEET, WEST 867 FEET, SOUTH 392 FEET TO THE POINT OF BEGINNING, EXCEPT ROAD RIGHT-OF-WAY, IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA

LESS AND EXCEPT THE FOLLOWING

COMMENCE AT THE SOUTHWEST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE N00°28'58"E, 1478.54 FEET TO THE POINT OF BEGINNING, THENCE N89°44'44"W, 199.02 FEET, THENCE S00°12'48"W, 16.54 FEET, THENCE N89°44'44"W, 450.53 FEET TO THE POINT OF CURVATURE OF A 330.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF 579°56'16"W, 118.20 FEET, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°30'00", A DISTANCE OF 118.64 FEET TO THE POINT OF TANGENCY, THENCE S69°37'16"W, 98.86 FEET, THENCE N20°58'27"W, 116.74 FEET TO THE POINT OF CURVATURE OF A 21.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N11°59'37"E, 22.85 FEET, THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°55'59", A DISTANCE OF 24.17 FEET TO THE POINT OF TANGENCY, THENCE N45°57'32"E, 23.77 FEET, THENCE N45°02'28"W, 60.00 FEET, THENCE N01°20'11"E, 624.15 FEET, THENCE S89°43'37"E, 811.63 FEET, THENCE S00°26'58"W, 741.50 FEET TO THE POINT OF BEGINNING SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA

AND LESS AND EXCEPT

BEGIN AT THE SOUTHWEST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE N 89°47'12"W, ALONG THE SOUTH BOUNDARY OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION, 1407.46 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE, THENCE N00°42'15"E, ALONG SAID RIGHT OF WAY LINE, 40.02 FEET, THENCE DEPARTING SAID RIGHT OF WAY LINE, S 89°44'52"E, 625.10 FEET, THENCE N00°43'22"E, 391.98 FEET, THENCE N89°44'44"W, 625.23 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE, THENCE N00°42'15"E, ALONG SAID RIGHT OF WAY LINE, 1212.88 FEET TO A POINT OF CUSP WITH A 45.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S 44°35'34"E, 63.79 FEET, THENCE DEPARTING SAID EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE (WIDTH VARIES), THENCE N00°32'20"E, A DISTANCE OF 19.77 FEET TO THE POINT OF TANGENCY, THENCE DEPARTING SAID CURVE ON A NON-TANGENT BEARING OF N 45°02'28"W, A DISTANCE OF 60.00 FEET, THENCE N01°20'11"E, A DISTANCE OF 624.15 FEET TO A POINT ON THE AFORESAID SOUTH BOUNDARY OF THE NORTH 423.30 FEET, THENCE S 89°43'37"E, ALONG SAID SOUTH BOUNDARY, 173.43 FEET TO THE POINT OF BEGINNING SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA

TRACT E

COMMENCE AT THE SE CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE N 00°26'58"E, A DISTANCE OF 2220.04 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 423.30 FEET OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION, THENCE N 89°43'37"W, ALONG SAID SOUTH BOUNDARY, 738.20 FEET TO THE POINT OF BEGINNING, THENCE DEPARTING SAID SOUTH BOUNDARY, S 00°00'00"W, 658.82 FEET, THENCE N 89°43'37"W, 127.71 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S 67°36'57"W, 19.26 FEET, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°18'51", A DISTANCE OF 19.77 FEET TO THE POINT OF TANGENCY, THENCE DEPARTING SAID CURVE ON A NON-TANGENT BEARING OF N 45°02'28"W, A DISTANCE OF 60.00 FEET, THENCE N 01°20'11"E, A DISTANCE OF 624.15 FEET TO A POINT ON THE AFORESAID SOUTH BOUNDARY OF THE NORTH 423.30 FEET, THENCE S 89°43'37"E, ALONG SAID SOUTH BOUNDARY, 173.43 FEET TO THE POINT OF BEGINNING SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA

TRACT F

COMMENCE AT THE SE CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE N 00°26'58"E, A DISTANCE OF 2220.04 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 423.30 FEET OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION, THENCE N 89°43'37"W, ALONG SAID SOUTH BOUNDARY, 738.20 FEET, THENCE DEPARTING SAID SOUTH BOUNDARY, S 00°00'00"W, 658.82 FEET, THENCE N 89°43'37"W, 127.71 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S 67°36'57"W, 19.26 FEET, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°18'51", A DISTANCE OF 19.77 FEET TO THE POINT OF TANGENCY, THENCE S 45°57'32"W, 23.77 FEET TO THE POINT OF CURVATURE OF A 21.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S 11°59'21"W, 22.86 FEET, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°56'21", A DISTANCE OF 24.17 FEET TO THE POINT OF TANGENCY, SAID POINT BEING THE POINT OF BEGINNING, THENCE S 20°58'27"E, 116.74 FEET, THENCE S 69°01'39"W, 60.00 FEET, THENCE N 20°58'27"W, 20.00 FEET TO THE POINT OF CURVATURE OF A 150.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N 55°08'16"W, 98.87 FEET, THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 68°19'49", A DISTANCE OF 178.89 FEET TO THE POINT OF TANGENCY, THENCE N 89°18'10"W, 288.47 FEET TO THE POINT OF CURVATURE OF A 45.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S 45°37'09"W, 63.79 FEET, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60°09'22", A DISTANCE OF 70.81 FEET TO A POINT OF CUSP WITH THE EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE (WIDTH VARIES), THENCE N00°32'20"E, ALONG SAID EAST RIGHT OF WAY LINE, 187.98 FEET TO A POINT OF CUSP WITH A 45.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S 44°35'34"E, 63.79 FEET, THENCE DEPARTING SAID EAST RIGHT OF WAY LINE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60°16'09", A DISTANCE OF 70.90 FEET TO THE POINT OF TANGENCY, THENCE S 89°43'37"E, 282.96 FEET TO THE POINT OF CURVATURE OF A 220.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S 75°43'09"E, 106.50 FEET, THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°00'56", A DISTANCE OF 107.57 FEET TO THE POINT OF REVERSE CURVATURE WITH A 30.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S 75°04'25"E, 13.87 FEET, THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°43'29", A DISTANCE OF 13.95 FEET TO THE POINT OF REVERSE CURVATURE WITH A 52.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S 54°42'30"E, 57.75 FEET, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°22'21", A DISTANCE OF 61.22 FEET TO THE POINT OF TANGENCY, THENCE S 20°58'27"E, 23.77 FEET TO THE POINT OF BEGINNING SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA

AND

PARCEL 2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARION, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

TRACT D

COMMENCE AT THE SOUTHWEST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE N 00°28'58"E, 1478.54 FEET TO THE POINT OF BEGINNING, THENCE N 89°44'44"W, 199.02 FEET, THENCE S 00°12'48"W, 16.54 FEET, THENCE N89°44'44"W, 450.53 FEET TO THE POINT OF CURVATURE OF A 330.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF 579°56'16"W, 118.20 FEET, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°30'00", A DISTANCE OF 118.64 FEET TO THE POINT OF TANGENCY, THENCE S69°37'16"W, 98.86 FEET, THENCE N20°58'27"W, 116.74 FEET TO THE POINT OF CURVATURE OF A 21.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N11°59'37"E, 22.85 FEET, THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°55'59", A DISTANCE OF 24.17 FEET TO THE POINT OF TANGENCY, THENCE N45°57'32"E, 23.77 FEET, THENCE N45°02'28"W, 60.00 FEET, THENCE N01°20'11"E, 624.15 FEET, THENCE S89°43'37"E, 811.63 FEET, THENCE S00°26'58"W, 741.50 FEET TO THE POINT OF BEGINNING SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA

AND

BEGIN AT THE SOUTHWEST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE N 89°47'12"W, ALONG THE SOUTH BOUNDARY OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION, 1407.46 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE, THENCE N00°42'15"E, ALONG SAID RIGHT OF WAY LINE, 40.02 FEET, THENCE DEPARTING SAID RIGHT OF WAY LINE, S 89°44'52"E, 625.10 FEET, THENCE N00°43'22"E, 391.98 FEET, THENCE N89°44'44"W, 625.23 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE, THENCE N00°42'15"E, ALONG SAID RIGHT OF WAY LINE, 1212.88 FEET TO A POINT OF CUSP WITH A 45.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING AND DISTANCE OF S 44°35'34"E, 63.79 FEET, THENCE DEPARTING SAID EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE (WIDTH VARIES), THENCE N00°32'20"E, A DISTANCE OF 19.77 FEET TO THE POINT OF TANGENCY, THENCE DEPARTING SAID CURVE ON A NON-TANGENT BEARING OF N 45°02'28"W, A DISTANCE OF 60.00 FEET, THENCE N 01°20'11"E, A DISTANCE OF 624.15 FEET TO A POINT ON THE AFORESAID SOUTH BOUNDARY OF THE NORTH 423.30 FEET, THENCE S 89°43'37"E, ALONG SAID SOUTH BOUNDARY, 173.43 FEET TO THE POINT OF BEGINNING SAID LANDS BEING SITUATE IN MARION COUNTY, FLORIDA

EXCEPT THE FOLLOWING RIGHT OF WAY: A PARCEL OF LAND LYING WITHIN THE NE 1/4 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF SAID NE 1/4 OF THE SW 1/4, THENCE N 89°29'05"W, ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE SW 1/4, 99.16 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N 89°29'05"W, ALONG SAID SOUTH LINE, 26.71 FEET, THENCE N 00°30'32"E, 40.00 FEET, THENCE S 89°29'27"E, 26.69 FEET, THENCE S 00°28'46"W, 39.82 FEET TO THE POINT OF BEGINNING

EXCEPT THE FOLLOWING RIGHT OF WAY:

A PARCEL OF LAND LYING WITHIN THE SE 1/4 OF THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF SAID NE 1/4 OF THE SW 1/4, THENCE N 89°29'05"W, ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE SW 1/4, 125.87 FEET, THENCE N 00°30'32"E, 42.00 FEET, TO THE POINT OF BEGINNING, THENCE CONTINUE N 00°30'32"E, 121.15 FEET, THENCE S 89°29'27"E, 43.52 FEET, THENCE S 00°28'46"W, 96.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE WESTERLY, AND HAVING A RADIUS OF 2129.48 FEET, THENCE SOUTHERLY, ALONG SAID CURVE, 203.95 FEET THROUGH A CENTRAL ANGLE OF 05°29'15" AND HAVING A CHORD BEARING AND DISTANCE OF S 03°04'51"W, 203.89 FEET, TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY, AND HAVING A RADIUS OF 2037.48 FEET, THENCE SOUTHERLY ALONG SAID CURVE, 49.84 FEET, THROUGH A CENTRAL ANGLE OF 07°23'45" AND HAVING A CHORD BEARING AND DISTANCE OF S 05°12'31"W, 49.83 FEET, THENCE N 89°29'27"W, 31.55 FEET, TO THE POINT OF BEGINNING

LESS AND EXCEPT FROM THE FOREGOING

TRACT E

COMMENCE AT THE SE CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE N 00°26'58"E, A DISTANCE OF 2220.04 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 423.30 FEET OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION, THENCE N 89°43'37"W, ALONG SAID SOUTH BOUNDARY, 738.20 FEET TO THE POINT OF BEGINNING, THENCE DEPARTING SAID SOUTH BOUNDARY, S 00°00'00"W, 658.82 FEET, THENCE N 89°43'37"W, 127.71 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S 67°36'57"W, 19.26 FEET, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°18'51", A DISTANCE OF 19.77 FEET TO THE POINT OF TANGENCY, THENCE DEPARTING SAID CURVE ON A NON-TANGENT BEARING OF N 45°02'28"W, A DISTANCE OF 60.00 FEET, THENCE N 01°20'11"E, A DISTANCE OF 624.15 FEET TO A POINT ON THE AFORESAID SOUTH BOUNDARY OF THE NORTH 423.30 FEET, THENCE S 89°43'37"E, ALONG SAID SOUTH BOUNDARY, 173.43 FEET TO THE POINT OF BEGINNING

LESS AND EXCEPT FROM THE FOREGOING:

TRACT F

COMMENCE AT THE SE CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE N 00°26'58"E, A DISTANCE OF 2220.04 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 423.30 FEET OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION, THENCE N 89°43'37"W, ALONG SAID SOUTH BOUNDARY, 738.20 FEET, THENCE DEPARTING SAID SOUTH BOUNDARY, S 00°00'00"W, 658.82 FEET, THENCE N 89°43'37"W, 127.71 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING AND DISTANCE OF S 67°36'57"W, 19.26 FEET, THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°18'51", A DISTANCE OF 19.77 FEET TO THE POINT OF TANGENCY, THENCE DEPARTING SAID CURVE ON A NON-TANGENT BEARING OF N 45°02'28"W, A DISTANCE OF 60.00 FEET, THENCE N 01°20'11"E, A DISTANCE OF 624.15 FEET TO A POINT ON THE AFORESAID SOUTH BOUNDARY OF THE NORTH 423.30 FEET, THENCE S 89°43'37"E, ALONG SAID SOUTH BOUNDARY, 173.43 FEET TO THE POINT OF BEGINNING SAID LANDS BEING MORE FULLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE N 89°47'12"W, ALONG THE SOUTH BOUNDARY OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 3, 1422.39 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE, THENCE N00°42'15"E, ALONG SAID EAST RIGHT OF WAY LINE, 40.03 FEET, THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, S 89°44'52"E, 630.94 FEET, THENCE N00°43'22"E, 391.98 FEET, THENCE N89°44'44"W, 625.23 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE, SAID POINT BEING ON A 2037.48 FOOT RADIUS CURVE, CONCAVE EASTERLY, HAVING A CHORD BEARING AND DISTANCE OF N 05°20'05"E, 49.41 FEET, THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 09°23'27", A DISTANCE OF 49.41 FEET TO A POINT OF REVERSE CURVATURE WITH A 2129.48 FOOT RADIUS CURVE, CONCAVE WESTERLY, HAVING A CHORD BEARING AND DISTANCE OF N 01°17'06"E, 203.89 FEET, THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AND SAID EAST RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 05°29'15", A DISTANCE OF 203.95 FEET TO THE POINT OF TANGENCY, THENCE N 00°32'20"E, ALONG SAID EAST RIGHT OF WAY LINE, 1536.70 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH 423.30 FEET OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 3, THENCE S 89°43'37"E, ALONG SAID SOUTH BOUNDARY, 1799.42 FEET TO A POINT ON THE EAST BOUNDARY OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 3, THENCE S 00°26'58"W, ALONG SAID EAST BOUNDARY AND A SOUTHERLY EXTENSION THEREOF, 2220.04 FEET TO THE POINT OF BEGINNING

TOGETHER WITH AND SUBJECT TO THAT CERTAIN ACCESS EASEMENT DESCRIBED IN ITEM 1, AND REFERRED TO AS THE "PROTECTED DRIVE" MORE PARTICULARLY DESCRIBED IN EXHIBIT "D" OF THE RECIPROCAL EASEMENTS AND COVENANTS AGREEMENT IN

SCALE: 1"=100'

MASTROBERIO ENGINEERING, INC. 170 SE 32ND PLACE OCALA, FL 34471 PH: (352)433-2166 PAOLO@MASTROBERIOENG.COM

CHAMPIONS RUN SURVEY EXHIBIT

CHAMPIONS RUN SURVEY EXHIBIT

JOB#: 20-01 SHEET C2 OF 8

THE S.E. 1/4 OF THE N.W. 1/4 OF SECTION 3,
TOWNSHIP 15 SOUTH, RANGE 21 EAST

44 AVENUE

RIGHT OF WAY WIDTH VARIES

N 00°32'28"E 536.70' (D)
N 00°25'14"E 1536.52' (F)

POINT OF CURVE

FOUND 5/8" IRON ROD & CAP (LB 7389)

CORNER NOT RECOVERED
(ITEM #12)
EASEMENT "B1"
TEMPORARY CONSTRUCTION
(PER O.R.B. 4917, PAGE 1958 & 1962)

TEMPORARY CONSTRUCTION EASEMENT "B"
(PER O.R.B. 4917, PAGE 1958 & 1962)

TEMPORARY CONSTRUCTION EASEMENT "A"
(PER O.R.B. 4917, PAGE 1958 & 1962)

N 00°25'14"E 744.77' (F)

THE WEST BOUNDARY OF THE N.W. 1/4 OF SECTION 3,
TOWNSHIP 15 SOUTH, RANGE 21 EAST

PARCELS 0, 2, 532-000-00
2985 NORTH AVENUE
OCALA FL 34482

PARCEL 1

(0.75 ACRES±)

** SITE IS CURRENTLY UNDER CONSTRUCTION **

(ITEMS # 0, # 1, & # 3)
ACCESS EASEMENT/PROTECTED DRIVE
PER O.R.B. 4294, PAGE 60
PER O.R.B. 4727, PAGE 705
PER O.R.B. 6184, PAGE 367
HATCHED AREA

POINT OF BEGINNING - TRACT "F"

CORNER NOT RECOVERED
NOT RECOVERED

W 20.00' (X)
E 20.00' (D)
NOT RECOVERED

N 44°57'32"E 23.77' (D)
S 44°57'32"W 23.77' (X)

N 45°02'28"W 60.00' (X)

CORNER NOT RECOVERED

S 20°58'27"E 95.64' (D)
N 20°58'27"W 95.64' (D)

ITEM #15)
SIGN EASEMENT
(O.R.B. 6184, PAGE 367)
(SHADED AREA)

N 89°43'37"W 127.71' (X)
S 89°43'37"E 127.71' (X)

TRACT "E"

PARCEL NO. 21532-005-00

"EXCEPTION TO PARCEL 2"

S 37°E 173.43' (X)

MATCHLINE SHEET 4

848.6'

SCALE 1"=100'



MASTROSERIO ENGINEERING, INC
C# 26150
170 SE 32ND PLACE
OCALA, FL 34471
PH (352)433-2185
PAOLO@MASTROSERIOENG.COM



0 50 100

MATCHLINE SHEET 5

CHAMPIONS RUN
SURVEY EXHIBIT

JOB# 20-01
SHEET
C3 of 8

MATCHLINE SHEET 3
"EXCEPTION TO PARCEL 2"
N.89°43'37"W 127.71' (X)
S.89°43'37"E 127.71' (X)

848.6'
S.00°00'00"W 658.82' (X)
N.00°00'00"E 658.82' (D)

POINT OF BEGINNING
TRACT "E"
FOUND 5/8" IRON ROD & CAP
(LB 7.389)

"2ND EXCEPTION TO PARCEL 1"
- 848.4'

(ITEM #9)
15' CITY OF OCALA UTILITY EASEMENT

THE S.W. 1/4 OF THE N.E. 1/4
SECTION 3, TOWNSHIP 15 SOUTH,
RANGE 21 EAST

JOHN C. MORROW
PARCEL NO. 21527-003-00

S.89°43'37"E 911.63' (D) - TRACT "D"

N.89°43'37"W 738.20' (D)
S.89°43'37"E 738.20' (D)
S.89°51'09"E 1,599.42' (F)

COMMERCIAL
UNIT #1

N.89°44'44"W 450.53' (D)
S.89°44'44"E 450.53' (D)

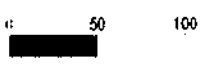
- S.00°12'48"W 16.54' (D)
N.00°12'48"E 16.54' (D)

N.89°44'44"W 198.02' (D)
S.89°44'44"E 198.02' (D)

MATCHLINE SHEET 6

SCALE:
1"=100'

M MASTROSERIO ENGINEERING, INC
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170 SE 32ND PLACE
OCALA, FL 34471
PH: (352)433-2185
PAOLO@MASTROSERIOENG.COM



CHAMPIONS RUN
SURVEY EXHIBIT

JOB#: 20-01
SHEET
C4 OF 8

SCALE:
1"=100'



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OCALA, FL 34471
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0 50 100

CHAMPIONS RUN

SURVEY EXHIBIT

JOB# 20-01
SHEET
C5 of 8

THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST (PER O.R.B. 4917, PAGE 1958 & 1962) (SHADED AREA)

(ITEM #12)

"RIGHT OF WAY EXCEPTION"

(PER O.R.B. 4917, PAGE 1958 & 1962)

POINT OF BEGINNING FOR R/W EXCEPTION

N 89°29'27"W

FOUND 5/8" IRON ROD & CAP (LB 7389)

A. PROPERTIES, LLC

PARCEL NO. 21534-001-00

"KARLA SMOKER"
PARCEL NO. 21534-002-00

MATCHLINE SHEET 8

N.00°32'28"E 1212.86' (D)
N.00°32'28"E 959.90' (D) S.00°25'08"W 960.04' (X)

THE NEW EAST RIGHT OF WAY LINE OF N.W. 44TH AVENUE (PER 8 C.C. ROW BOOK 1, PAGE 120)

TEMPORARY CONSTRUCTION EASEMENT "A1" (PER O.R.B. 4917, PAGE 1958 & 1962)

(ITEM #12)

SANITARY SEWER EASEMENT (O.R.B. 6184, PAGE 367) (CROSSHATCHED AREA)

(ITEM #13)

SANITARY SEWER EASEMENT (O.R.B. 6184, PAGE 367) (CROSSHATCHED AREA)

THE WEST BOUNDARY OF THE N.W. 1/4 OF THE S.E. 1/4 & THE EAST BOUNDARY OF THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST

THE N.W. CORNER OF THE N.W. 1/4 OF THE S.E. 1/4 & THE S.W. CORNER OF THE S.W. 1/4 OF THE N.E. 1/4 OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST (NOT RECOVERED)

PARCEL NO. 21532-001-00

PARCEL 2

(55.14 ACRES±)

** SITE IS CURRENTLY UNDER CONSTRUCTION **

4213 N.W. 27TH PLACE

FOUND 4"x4" CONCRETE MONUMENT

MATCHLINE SHEET 6

MATCHLINE SHEET 3

N.20°58'11"W
S.20°58'11"E

S.69°01'39"W
N.69°01'39"E

N.69°37'1"

(F)

MATCHLINE SHEET 4

MATCHLINE SHEET 5

MATCHLINE SHEET 8

SCALE:
1"=100'

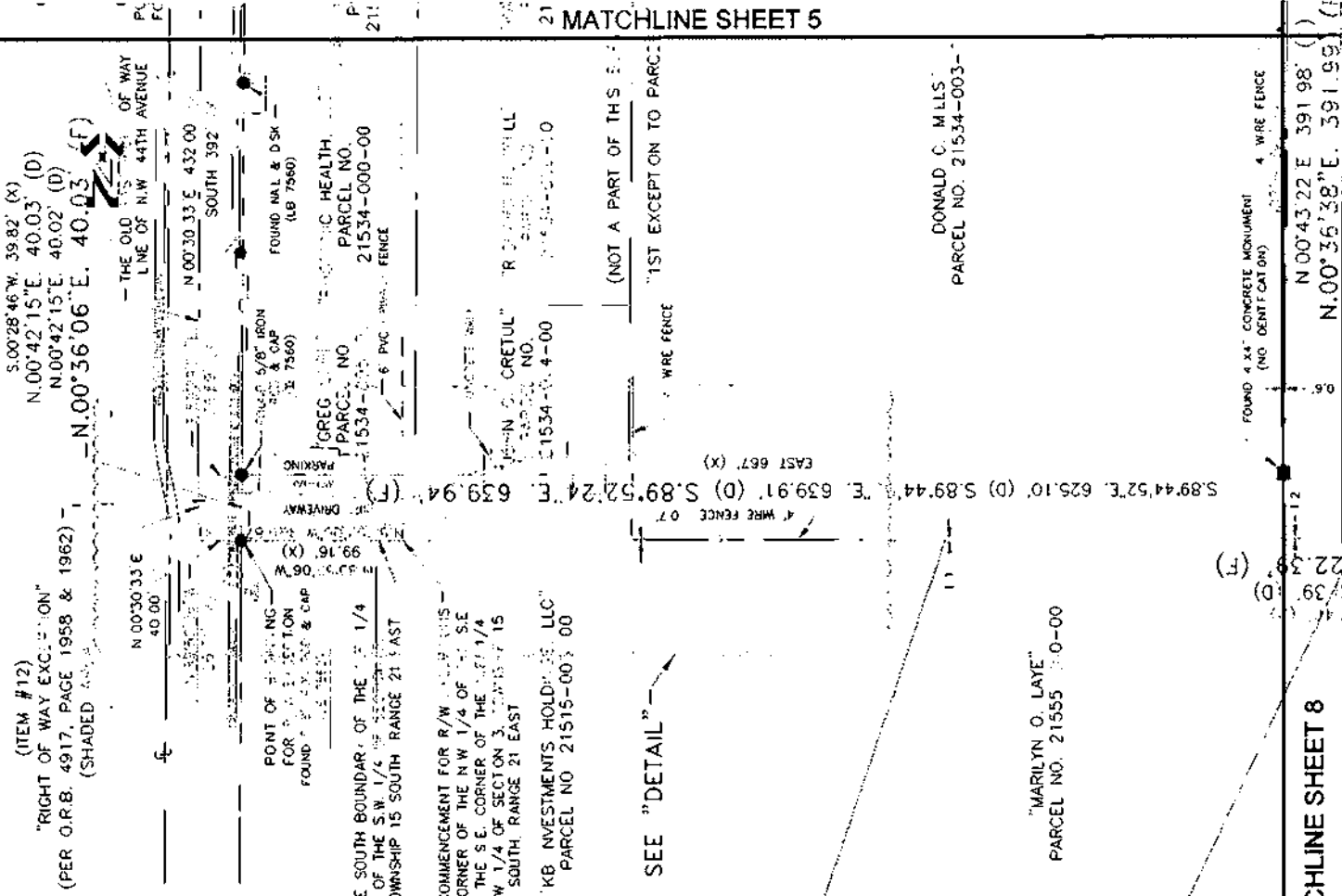


MASTROSERIO ENGINEERING, LLC
CA# 28159
170 SE 32ND PLACE
OCALA, FL 34471
PH: (352)433-2185
PAOLO@MASTROSERIOENG.COM



CHAMPIONS RUN
SURVEY EXHIBIT

SHEET
C6 of 8



(ITEM #12)
 "RIGHT OF WAY EXCISESION"
 (PER O.R.B. 4917, PAGE 1958 & 1962)
 (SHADED AREA)

N 00°30'33" E
 40.00'

POINT OF BEGINNING
 FOR SECTION
 FOUND 5/8" IRON
 ROD & CAP
 (LB 7560)

THE SOUTH BOUNDARY OF THE
 OF THE S.W. 1/4 OF SECTION 15
 TOWNSHIP 15 SOUTH RANGE 21 EAST

POINT OF COMMENCEMENT FOR R/W
 THE S.W. CORNER OF THE N.W. 1/4 OF
 1/4 ALSO THE S.E. CORNER OF THE
 OF THE S.W. 1/4 OF SECTION 15
 SOUTH RANGE 21 EAST

"KB INVESTMENTS HOLDINGS, LLC"
 PARCEL NO. 21515-00-00

SEE "DETAIL"

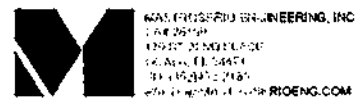
"MARILYN O. LAYE"
 PARCEL NO. 21555-00-00

DONALD C. MILLS
 PARCEL NO. 21534-00-00

FOUND 4"x4" CONCRETE MONUMENT
 (NO IDENTIFICATION)
 4 WIRE FENCE

MATCHLINE SHEET 8

SCALE:
 1"=100'



CHAMPIONS RUN
 SURVEY EXHIBIT

JOB#: 20-01
 SHEET
 C7 OF 8

FOUND 4"x4" CONCRETE MONUMENT

N.00°43'22"E 391.98
N.00°36'38"E 391.99 (F)

528.2

POINT OF BEGINNING
FOR SURVEY OF
CHAMPIONS RUN
MARION COUNTY, FLORIDA
BY
MASTROSERIO ENGINEERING, INC.
REGISTERED PROFESSIONAL ENGINEER
NO. 12543
PAOLO MASTROSERIO

MATCHLINE SHEET 7

N.89°47'12"W 1407.4 (H)
N.89°47'12"W 1422.39 (D)
N.89°54'44"W 1422.39 (F)

"BACK TO BAS C PROPERTIES, LLC"
PARCEL NO 21548-000-00

4 WIRE FENCE

SCALE:
1"=100'



MASTROSERIO ENGINEERING, INC
CAR 28159
170 SE 32ND PLACE
OCALA, FL 34471
PH: (352)433-2165
PAOLO@MASTROSERIOENG.COM



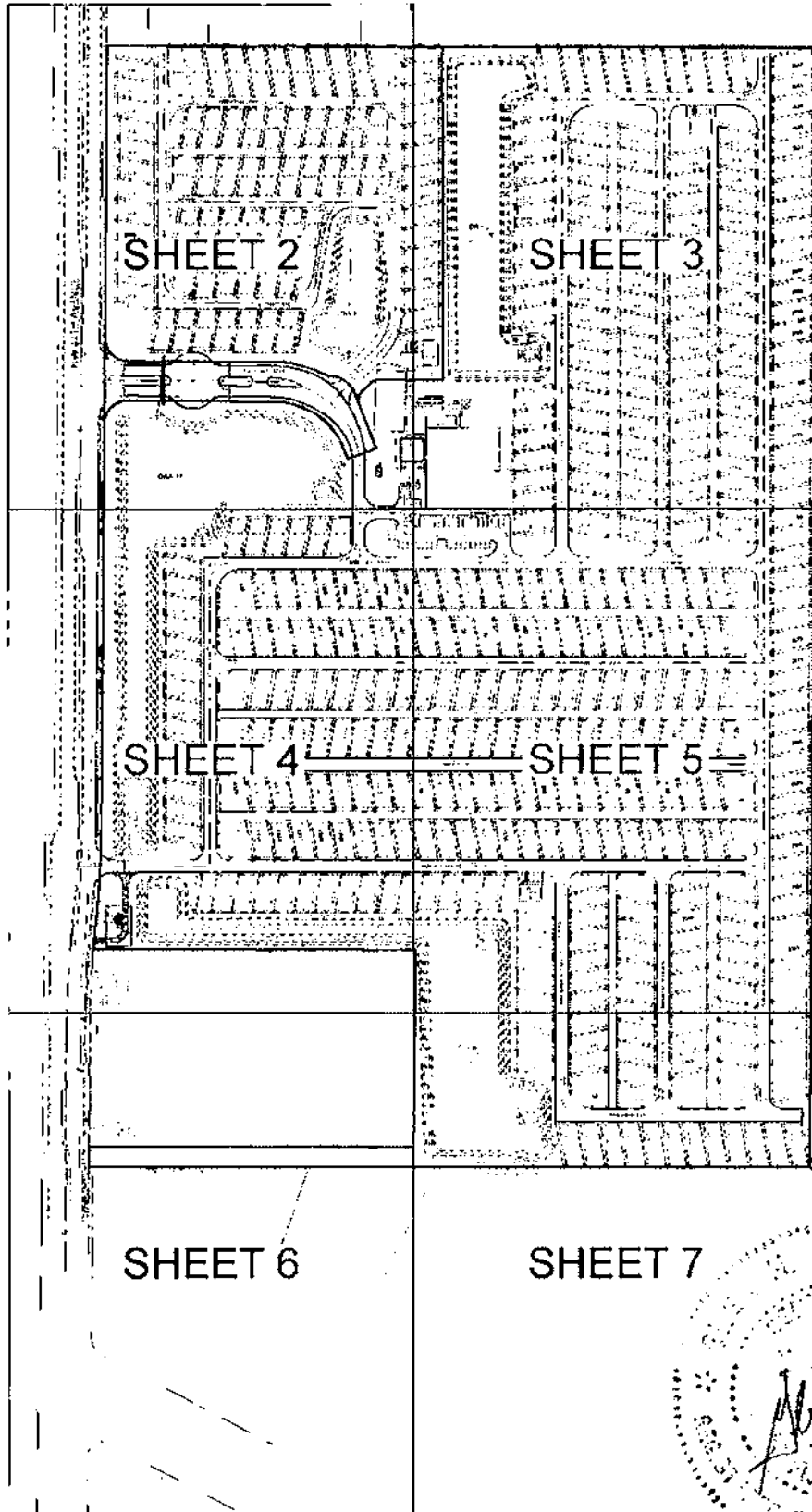
100

CHAMPIONS RUN

SURVEY EXHIBIT

JOB# 20-01

SHEET
C8 of 8



SCALE:
NTS

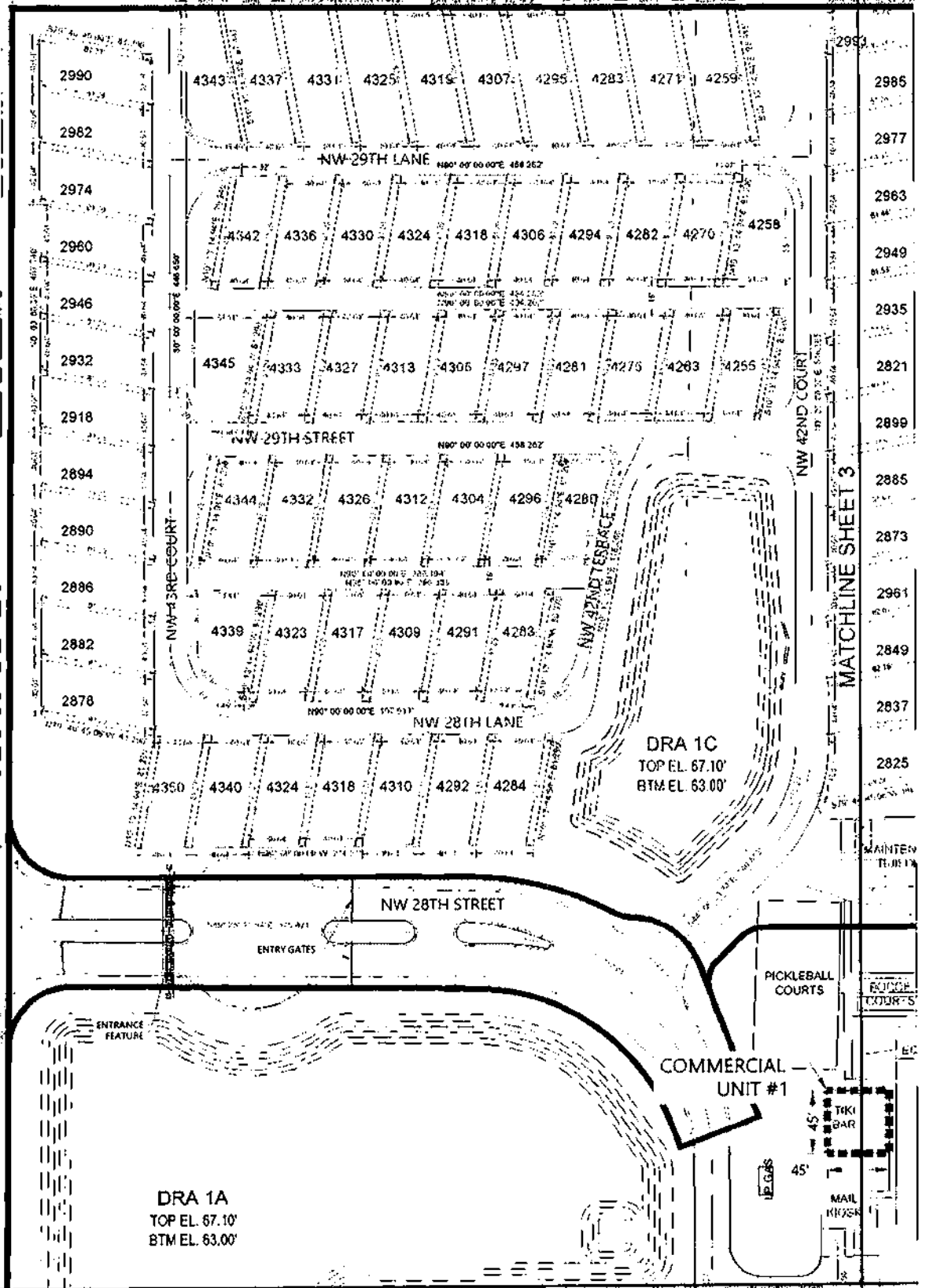



MASTROSERIO ENGINEERING, INC.
CA# 26159
170 SE 32ND PLACE
OCALA, FL 34471
PH (352) 433-2185
PAOLO@MASTROSERIOENG.COM

CHAMPIONS RUN
EXHIBIT FOR CONDOS

REV. 20-01
SHEET
C1 OF 7

NW 44TH AVENUE
RIGHT OF WAY




MASTROSIERO ENGINEERING, INC
 CA# 28159
 170 SE 32ND PLACE
 OCALA, FL 34471
 PH: (352)433-2185
 PAOLO@MASTROSIEROENG.COM

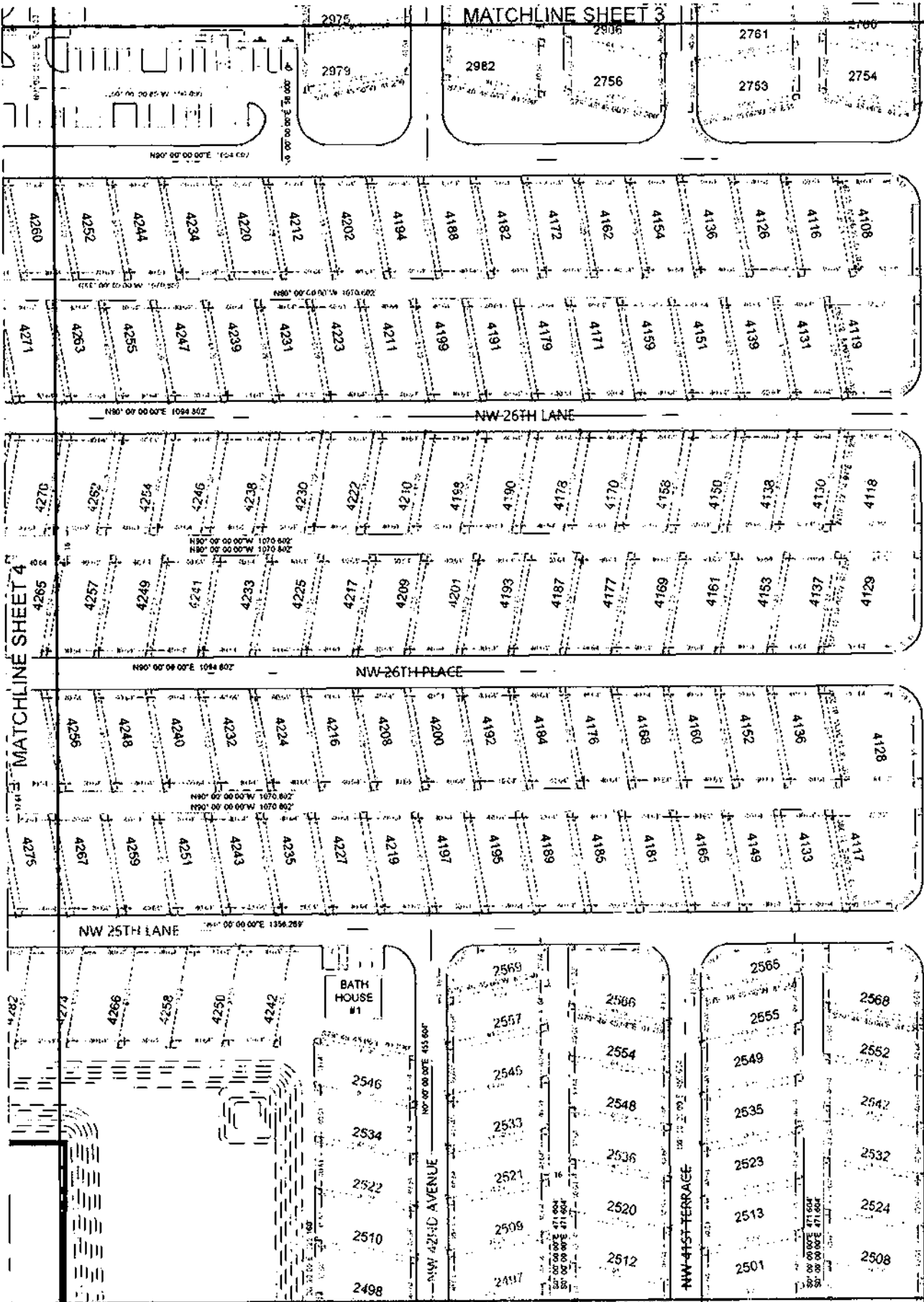


CHAMPIONS RUN

EXHIBIT FOR CONDOS

SHEET
C2 of 7

MATCHLINE SHEET 3



- 2759
- 2755
- 2743
- 2727
- 2711
- 2695
- 2679
- 2671
- 2667
- 2663
- 2659
- 2655
- 2641
- 2629
- 2613
- 2599
- 2585
- 2571
- 2567
- 2553
- 2543
- 2531
- 2523
- 2507
- 2499

MATCHLINE SHEET 7

SCALE: 1"=100'

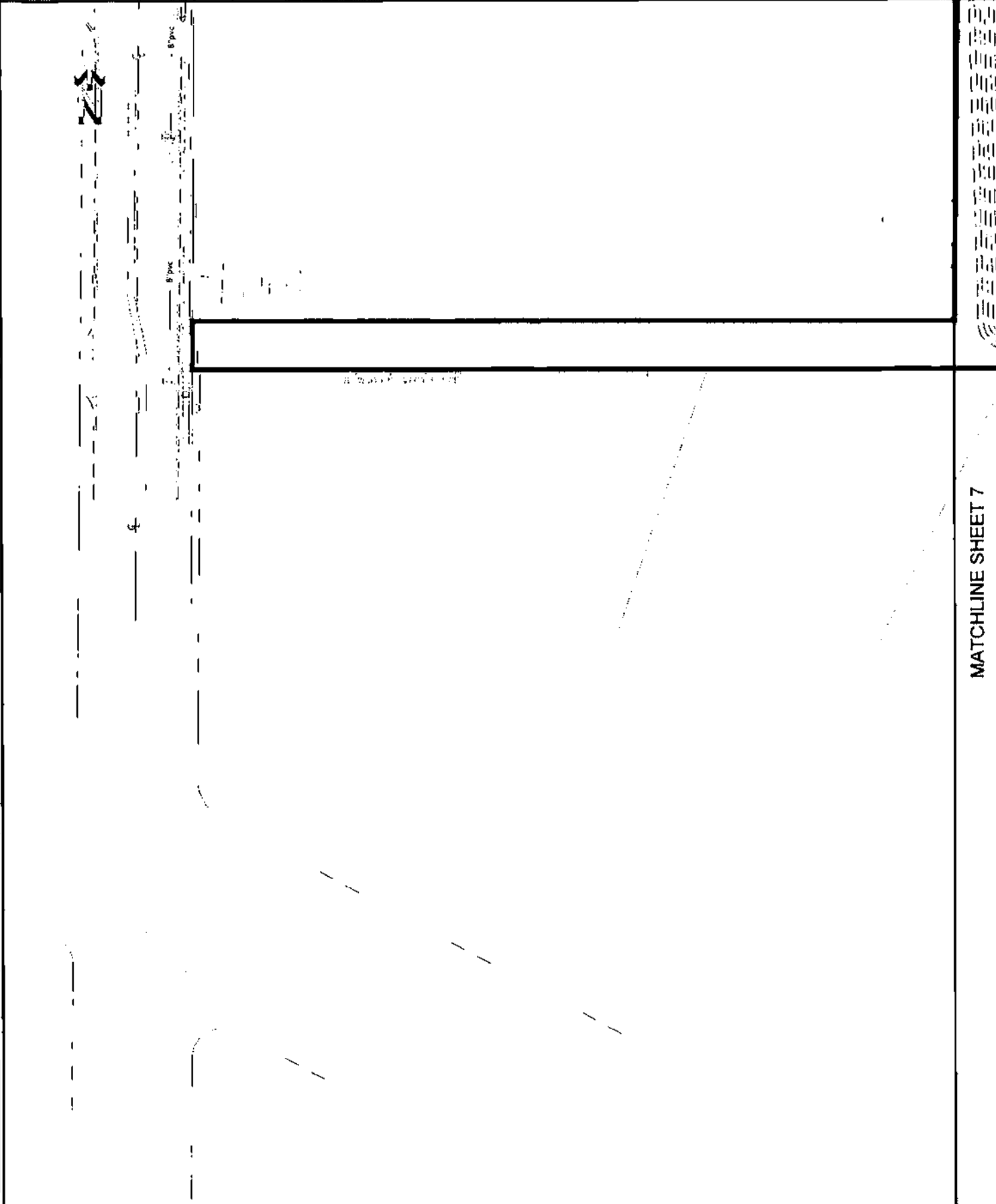
MASTROSERIO ENGINEERING, INC
 CA# 26159
 170 SE 32ND PLACE
 OCALA, FL 34471
 PH: (352)433-2185
 PAOLO@MASTROSERIOENG.COM



0 50 100

CHAMPIONS RUN
 EXHIBIT FOR CONDOS

JOB#: 20-01
SHEET C5 OF 7



SCALE
1"=100'

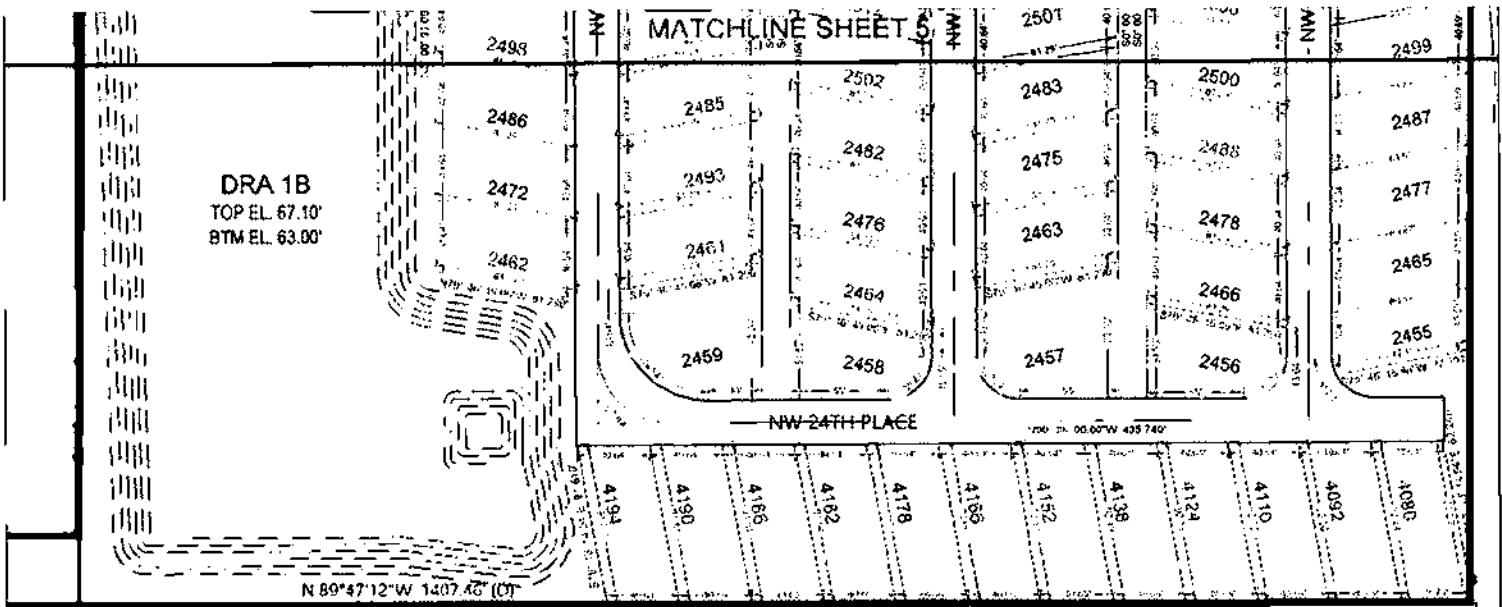


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 PAOLO@MASTROSERIOENG.COM



CHAMPIONS RUN
 EXHIBIT FOR CONDOS

JOB# 20-01
SHEET
 C7 of 7



N 89°47'12"W 1407.46' (D)
 N 89°47'12"W 1422.59' (D)
 N 89°54'44"W 1422.39' (F)

MATCHLINE SHEET 6

SCALE:
1"=100'



MASTROSERIO ENGINEERING, INC.
 CA# 26159
 170 SE 32ND PLACE
 OCALA, FL 34471
 PH: (352)433-2165
 PAOLO@MASTROSERIOENG.COM



100

CHAMPIONS RUN
EXHIBIT FOR CONDOS

JOB# 20-01
SHEET
C7 of 7


Exhibit "C"

ARTICLES OF INCORPORATION
OF
CHAMPIONS RUN RV RESORT
CONDOMINIUM ASSOCIATION, INC.

(see attached)

0894402\205456\13623578v4

State of Florida



Department of State

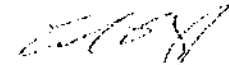
I certify the attached is a true and correct copy of the Articles of Incorporation of CHAMPIONS RUN RV RESORT CONDOMINIUM ASSOCIATION, INC, a Florida corporation, filed on October 16, 2024, as shown by the records of this office.

The document number of this corporation is N24000012188.

Authentication Code: 724A00023070-101824-N24000012188-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighteenth day of October, 2024




Secretary of State

ARTICLES OF INCORPORATION
OF
CHAMPIONS RUN RV RESORT
CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
NAME

The name of the corporation is CHAMPIONS RUN RV RESORT CONDOMINIUM ASSOCIATION, INC. (the "Association").

ARTICLE II
ADDRESS

The street address of the initial principal office of the Association is 755 Old Peachtree Road NW, Suwanee, GA 30024, and the initial mailing address of the Association is 755 Old Peachtree Road NW, Suwanee, GA 30024.

ARTICLE III
PURPOSE AND POWERS

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Champions Run Ocala Luxury RV Resort, A Nonresidential Condominium, located in Marion County, Florida.

The Association is organized and shall exist upon a non-stock basis as a corporation not-for-profit under the laws of the State of Florida and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, director or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not-for-profit under the laws of the State of Florida, except as limited or modified by these Articles, the Declaration of Condominium, the By-Laws or the Florida Condominium Act; and it shall have all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may hereafter be amended, including but not limited to the following:

- a. To make and collect assessments against members of the Association, to defray the costs, expenses and losses of the condominium, and to use the proceeds of assessments in the exercise of its powers and duties.
- b. To maintain, repair, replace and operate the Condominium Property and Association Property.
- c. To purchase insurance upon the Condominium Property and Association Property for the protection of the Association, its members, and their mortgagees.

- d. To reconstruct improvements after casualty and to make further improvements of the property.
- e. To make, amend and enforce reasonable rules and regulations governing the use of the common elements.
- f. To approve or disapprove the transfer, mortgage, ownership and occupancy of units, as provided by the Declaration of Condominium and the By-Laws.
- g. To enforce the provisions of the Florida Condominium Act, the Declaration of Condominium, these Articles, and the By-Laws of the Association.
- h. To contract for the management and maintenance of the condominium and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.
- i. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the condominium.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

ARTICLE IV **MEMBERSHIP**

- A. The members of the Association shall consist of all record owners of a fee simple interest in one or more units in the condominium, and as further provided in the By-Laws; after termination of the condominium the members shall consist of those who are members at the time of such termination.
- B. After receiving approval of the Association as required by the Declaration of Condominium, change of membership shall be established by recording in the Public Records of Marion County, Florida, a deed or other instrument and by the delivery to the Association of a copy of such instrument.
- C. The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.
- D. The owners of each unit, collectively, shall be entitled to one vote in Association matters as set forth in the Declaration of Condominium and By-Laws. The manner of exercising voting rights shall be as set forth in the By-Laws.

ARTICLE V
TERM

The term of the Association shall be perpetual.

ARTICLE VI
AMENDMENTS

- A. Except as otherwise required for by Florida law, these Articles of Incorporation may be amended by vote of two-thirds (2/3) of the voting interest at any annual or special meeting, or by approval in writing of the owners of two-thirds (2/3) of all units without a meeting, provided that notice of any proposed amendment has been given to the members of the Association and that the notice contains a copy of the proposed Amendment.
- B. An Amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Marion County, Florida.

ARTICLE VII
DIRECTORS AND OFFICERS

- A. The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the By-Laws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Except for Directors appointed by the Developer, all Directors must be members of the Association or spouses of members. The names and addresses of the persons who are appointed by the members to act in the capacity of directors are:

Tristan Farrell	755 Old Peachtree Road NW Suwanee, GA 30024
Timothy Jenkins	755 Old Peachtree Road NW Suwanee, GA 30024
Christopher Miller, Jr.	755 Old Peachtree Road NW Suwanee, GA 30024

- B. Directors of the Association shall be elected by the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- C. The business of the Association shall be conducted by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

ARTICLE VIII
INCORPORATOR

The name and address of the incorporator is: Champions Run Land Asset, LLC, a Florida limited liability company, 755 Old Peachtree Road NW Suwanee. GA 30024.

ARTICLE IX
INITIAL REGISTERED AGENT

The initial registered office of the Association shall be at: 1905 Bartow Road, Lakeland, Florida 33801.

The initial registered agent at said address shall be: Hardin, Ball & Tondreault, P.A.

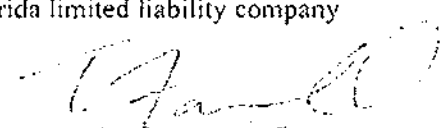
ARTICLE X
INDEMNIFICATION

The Association shall indemnify every Director and every officer of the Association against all expenses and liabilities including attorney's fees, actually and reasonably incurred by or imposed on him or her in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he or she may be a party because of being or having been a Director or officer of the Association to the fullest extent that may be permitted by law. Notwithstanding the foregoing, this indemnification shall not apply to any expenses or liabilities arising out of criminal acts or willful misconduct committed by the Director or officer in question

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

WHEREFORE, the incorporator has caused these presents to be executed this 16th day of October, 2024

Champions Run Land Asset, LLC,
a Florida limited liability company

By: 
Name: TRISTAN FARRELL
Title: PRESIDENT

**NOTICE OF APPOINTMENT OF REGISTERED AGENT, ACCEPTANCE AND
DESIGNATION OF CORPORATE OFFICE**

The undersigned, Hardin, Ball & Tondreault, P.A., having a street address of 1905 Bartow Road, Lakeland, Florida 33801, having been appointed by the directors of CHAMPIONS RUN RV RESORT CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, as registered agent, states as follows:

1. The corporation shall maintain an office at 1905 Bartow Road, Lakeland, Florida 33801, and shall notify the Department of State of any change in address of this office or the name of the registered agent at this address.

2. It accepts the appointment and consents to serve as registered agent of the corporation pursuant to Section 617.023, Florida Statutes.

Hardin, Ball & Tondreault, P.A.

By: *[Signature]*
Name: John Ball Tondreault
Title: Vice President

Exhibit "D"

BY-LAWS OF

CHAMPIONS RUN RV RESORT CONDOMINIUM ASSOCIATION, INC.

(see attached)

Bylaws
0894402\205456\13623578v4

BY-LAWS OF

CHAMPIONS RUN RV RESORT CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit organized under the laws of the State of Florida

1. Identity. These are the By-Laws of Champions Run RV Resort Condominium Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering that certain condominium located in Marion County, Florida, and known as Champions Run Ocala Luxury RV Resort, A Nonresidential Condominium (the "Condominium").
 - 1.1 Principal Office. The principal office of the Association shall be at 755 Old Peachtree Road NW, Suwanee, GA 30024, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept in Marion County, Florida or at such other place as may be permitted by the Act from time to time.
 - 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
 - 1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.
2. Definitions. For convenience, the By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles." The term "Act" means the Florida Condominium Act (Chapter 718, Florida Statutes) as it exists on the date the Declaration is recorded in the Public Records of Marion County, Florida and as it may hereafter be renumbered. The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration for the Condominium unless herein provided to the contrary, or unless the context otherwise requires.
3. Members.
 - 3.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place located upon the Condominium Property and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held during the month that shall fall one year following the date of filing of the Declaration, at such time, place and date as the Board shall determine.
 - 3.2 Special Meetings. Special members' meeting shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the

President or Secretary upon receipt of a written request from a majority of the members of the Association or upon receipt of a written application of ten percent (10%) of the voting interests to the Board or such other percentage as may be required by the Act. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act.

- 3.3 Notice of Meeting; Waiver of Notice. Written notice of a meeting of members, which shall incorporate an identification of agenda items and state the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) continuous days preceding the meeting. The notice of the meeting shall be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days prior to the date of the meeting. Proof of posting shall be given by affidavit, and proof of mailing of the notice shall be given by affidavit or the retention of a post office certificate of mailing.

Notice of specific meeting(s) may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this Section of the Act, to each Unit Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.

- 3.3.1 Special Provisions Relating to Election of Board of Directors. Regular election of the Board of Directors shall occur on the date of the annual meeting. In addition to the foregoing notice provisions, not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to a vote a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Secretary not less than forty (40) days before a scheduled election. Thereafter, the Association shall then mail or deliver a second notice of the meeting and the agenda to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates.

- 3.4 Quorum. A quorum at members' meetings shall be attained by the presence either in person or by proxy of at least one-half (1/2) of the persons entitled to cast the votes of members.

3.5 Voting.

- (a) Number of Votes. Except as provided in paragraph 3.10 hereof, and except when the vote is to be determined by a percentage of shares of ownership in the condominium (as contemplated in specific portions of the Declaration), in any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned. In the event two (2) or more Units shall be combined to create one (1) Unit, the new Unit shall be attributed a fractional interest and share equal to the number of combined Units. The vote of a Unit shall not be divisible.
- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy, if allowed, at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.
- (c) Voting Member. If a Unit is owned by one person, the right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

- 3.6 Proxies. Votes may be cast in person but not by general proxy, but votes may be cast by limited proxies. However, limited proxies and general proxies may be used

for purposes of establishing a quorum. Limited proxies may be used for votes taken to waive or reduce reserve accounts for capital expenditures and deferred maintenance; for votes taken to waive financial statement requirements in accordance with the Act; for votes taken to amend the Declaration, Articles or these By-Laws; or for any other matter for which the members are required or permitted to vote. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given.

Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as set forth in 3.5 above), name the person(s) voting the proxy and the person authorized to vote for such person(s) and filed with the Secretary of the Association before the appointed time of each meeting for which it is given. Each proxy shall also contain the date, time and place of the meeting for which it is given, and if a limited proxy, shall set forth the matter on which the proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies shall be Unit Owners or the spouse of a Unit Owner. Notwithstanding proxy as prescribed herein, such forms of limited proxy required by the Act as may be amended from time to time shall prevail where in conflict herewith.

- 3.7 Adjourned Meetings. If any proposed meeting, cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.
- 3.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Call to order by President;
 - (b) Appointment by the President of a chairman of the meeting (who need not be a member or a Director);
 - (c) Proof of notice of the meeting or waiver of notice;
 - (d) Reading of minutes;
 - (e) Reports of officers;
 - (f) Reports of committees;
 - (g) Appointment of inspectors of election;

- (h) Determination of number of Directors to be elected;
- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.9 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

3.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing.

The notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership. Prior to "turnover", the affairs of the Association shall be governed by a Board of not less than three (3) Directors. After turnover, the affairs of the Association shall be governed by three (3) Directors, except as provided herein, from time to time upon majority vote of the membership, provided, however, that the number of Directors shall always be an odd number. Except for Directors appointed by the Developer, Directors shall be Unit Owners or the spouse of a Unit Owner.

4.2 Election of Directors. The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary.

- (b) Any Unit Owner or spouse of a Unit Owner desiring to be a candidate for the Board of Directors shall give written notice of such desire to the Secretary of the Association not less than forty (40) days before a scheduled election. Thereafter, the Association shall mail or deliver, along with the agenda and second notice of meeting described in Section 3.3.1 hereof, a ballot which shall list all the candidates. Any Unit Owner or other eligible person properly serving notice of candidacy may request that the ballot and notice be accompanied by an information sheet provided by the candidate, which information sheet shall be no larger than 8-1/2 inches by 11 inches.
- (c) The election shall be by written ballot and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.16 hereof shall be filled by the Developer.
- (b) Any Director elected by the members (other than the Developer) may be removed by concurrence of a majority of the votes of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of the Owners of all Units. The vacancy in the Board of Directors so created shall be filled by the members at the same meeting, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director.
- (c) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver

is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

- 4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office or until he is removed in the manner elsewhere provided.
- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within fifteen (15) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed. Adequate notice of the organizational meeting, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least forty eight (48) continuous hours preceding the meeting except in an emergency.
- 4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency.
- 4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency.
- 4.7.1 Meetings. Special Assessments. Rules. Written notice of any meeting of Directors at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed or approved, shall be mailed or delivered to the Unit Owner and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting.

Evidence of compliance with this fourteen-day (14 day) notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association.

- 4.7.2 Regular Assessments. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.
- 4.7.3 Unit Owner Attendance. Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee is present shall be open to all Unit Owners. Unit Owners shall have the right to speak at such meetings with reference to all designated agenda items.
- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called, shall constitute such Director's waiver of notice of such meeting.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.
- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.11 Joinder in Meeting by Approval of Minutes. A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at any meeting of the Board of Directors. A vote or abstention for each Director present shall be recorded in the minutes. A Director may submit in writing his or her agreement or disagreement with any action taken at a meeting that the Director did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.
- 4.12 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

- 4.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Election of Chairman;
 - (b) Roll Call;
 - (c) Proof of due notice of meeting;
 - (d) Reading and disposal of any unapproved minutes;
 - (e) Reports of officers and committees;
 - (f) Election of Inspectors of Election;
 - (g) Election of officers;
 - (h) Unfinished business;
 - (i) New Business;
 - (j) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time.

- 4.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of any member or members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, or (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property.

The Board may by resolution also create other committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable.

- 4.16 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of at least three (3) but no more than five (5) Directors during the period that the Developer is entitled to appoint a majority of

the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer owns fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such Director(s), the Developer shall forward to the Division of Florida Condominiums, Timeshares and Mobile Homes the name and mailing address of the Director(s) elected. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) seven (7) years after recording of the Declaration, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give such notice as required for election of directors as set forth under Section 4.2 hereof, of a meeting of the Unit Owners to elect such member or members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

At the time that Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and shall deliver to the Association, at Developer's expense, all property of the Unit Owners and of the Association held

or controlled by the Developer, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.
- (b) A certified copy of the Articles of Incorporation of the Association.
- (c) A copy of the By-Laws of the Association.
- (d) The minute books, including all minutes, and other books and records of the Association, if any.
- (e) Any house rules and regulations which have been promulgated.
- (f) Resignations of resigning officers and Board members who were appointed by the Developer.
- (g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of the turnover. The records shall be audited by an independent certified public account. All financial records shall be prepared in accordance with generally accepted accounting standards and shall be audited in accordance with generally accepted auditing standards as prescribed by the Florida Board of Accountancy. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amount of assessments. The financial records required hereunder may be provided not later than ninety (90) days after Unit Owners, other than the Developer, elect a majority of the Board of Directors.
- (h) Association funds or the control thereof.
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.
- (j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the Developer or an architect or engineer

authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.

- (k) A list of the names and addresses, of which the Developer had knowledge at any time in the development of the Condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the Improvements and in the landscaping of the Condominium or Association Property.
- (l) Insurance policies.
- (m) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property.
- (n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.
- (o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
- (p) A roster of Unit Owners and their addresses, telephone numbers and e-mail addresses, if known, as shown on the Developer's records.
- (q) Leases of the Common Elements and other Leases to which the Association is a party, if applicable.
- (r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- (s) All other contracts to which the Association is a party.

5. Powers and Duties. The Board of Directors shall have the powers and duties granted to it by law, the Declaration, the Act, the Articles, and these By-Laws necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners.

6. Officers.

- 6.1 Executive Officers. The initial executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need to be Directors or Unit Owners), all of whom shall be elected by the Board of Directors (which may create and fill other offices as provided herein) and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Vice-President. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice-President of an association and as may be required by the Directors or the President.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasury and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
- 6.6 Other. The Board of Directors may create additional offices from time to time and appoint persons to fill such offices, subject to removal at the discretion of the Board.

7. **Compensation.** Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or Officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
8. **Resignations.** Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.
9. **Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 **Budget.**

- (a) **Adoption by Board: Items.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain all items required by the Act), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing, and for any other item for which the deferred maintenance expense, or replacement cost exceeds \$10,000.00. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost or deferred maintenance expenses of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the remaining useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a vote of the majority of the voting interests voting in person or by limited proxy at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

Prior to turnover of control of the Association by the Developer to the Unit Owners pursuant to the Act and Section 4.16 hereof, the Developer may vote to waive the reserves or reduce the funding of reserves for the first two (2) fiscal years of the Association's operation, beginning with the fiscal year in which the initial declaration is recorded, with the vote taken each fiscal year and such vote to be effective for only one annual budget, after which time reserves may be waived or reduced only upon the vote of a majority of all non-developer voting interests voting in person or by limited proxy at a duly called meeting of the Association.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed or hand delivered to each Unit Owner at the address last furnished to the Association not less than fourteen (14) days prior to the meeting of the Board of Directors or of the Unit Owners at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. Evidence of compliance with such fourteen (14) day notice shall be by an affidavit executed by an officer or the manager of the Association or such other person providing notice of the meeting and filed among the official records of the Association. The meeting must be open to the Unit Owners.
- (ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, the Board of Directors shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after the adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the association. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of a majority of all the Units (including Units owned by the Developer). If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted

by the Unit Owners, the budget adopted by the Board of Directors goes into effect as scheduled.

- (iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.
 - (iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board may not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of a majority of Unit Owners other than the Developer.
- (b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

9.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each quarter of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the Amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments

shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

- 9.3 Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after ten (10) days' notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments.
- 9.4 Late Assessments. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but there shall be a late charge in an amount not to exceed the greater of (i) \$2.00 per day up to a maximum of \$25.00 for any sums not paid within ten (10) days of the date due or (ii) five percent (5%) of each installment of the assessment not paid within ten (10) days of the date due. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel, with interest, and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective as of the date of the recording of this Declaration and shall be evidenced by the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record owner, the name and address of the Association, the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon, and costs and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien.
- 9.5 Depository. The depository of the Association shall be such bank or banks in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited in the Association's name. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. Reserve and operating funds shall not be commingled.
- 9.6 Enforcement of Assessments. In the event an Assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said Assessments from the

delinquent Unit Owner in any manner provided for by the Act, the Declaration and these By-Laws. Each Unit Owner shall be individually responsible for the payment of Assessments against his Unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and enforcement of any lien held by the Association in accordance with the Act.

- 9.7 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board but not less than as may be required by the Act. The premiums on such bonds shall be paid by the Association as a Common Expense.
- 9.8 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to the accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

No later than April 1 of the year following the end of a fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and any management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities, if any;
- (e) Expenses for refuse collection and utility services;
- (f) Expense for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;

i.

- (i) Administrative and salary expenses; and
 - (j) Reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains a reserve account or accounts.
- 9.9 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.
- 9.10 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.
10. Unit Owner Complaints. In the event that a Unit Owner shall file with the Board of Directors a written complaint delivered by United States first class mail, return receipt requested, the Board shall, within thirty (30) days of receipt of such complaint, respond in writing to the Unit Owner filing such complaint. Such response shall either (i) set forth a substantive response to the complaint, (ii) notify the Unit Owner that a legal opinion has been requested, or (iii) notify the Unit Owner that advice has been requested from the Division of Florida Condominiums, Timeshares and Mobile Homes. In the event that the Board of Directors shall request advice from the Division, the Board of Directors shall, within ten (10) days of its receipt of such advice, provide in writing a substantive response to the Unit Owner. In the event the Board of Directors shall request a legal opinion, the Board of Directors shall, within sixty (60) days after its receipt of the complaint, provide in writing a substantive response to the Unit Owner.
11. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
12. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.
13. Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner;
- 13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
 - 13.2 Adoption. A resolution for the adoption or a proposed amendment may be proposed by a majority of the Board of Directors. The approval must be by not less

than sixty-six and two thirds percent (66 2/3%) votes of the voting interests of the Association present in person or by proxy at a meeting called for such purpose.

- 13.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance except as required by the Act. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.
- 13.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of the County with an identification of the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.
14. Rules and Regulations. The Association will, at all times, maintain the then current Rules and Regulations concerning the use of portions of the Condominium. The Board of Directors may, from time to time, modify, amend or add to such Rules and Regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional Rules and Regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.
15. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
16. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.
17. Official Records. From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:
- (a) The plans, permits, warranties, and other items provided by the Developer pursuant to the Act;

- (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto;
- (c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
- (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (e) A copy of the current Rules and Regulations of the Association;
- (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners.
- (g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers. The Association shall also maintain the e-mail addresses and facsimile numbers of Unit Owners consenting to receive notice by electronic transmission;
- (h) All current insurance policies of the Association and the Condominium;
- (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;
- (j) Bills of sale or transfer for all property owned by the Association;
- (k) Accounting records for the Association and the accounting records for the Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but not be limited to:
 - (1) Accurate, itemized, and detailed records for all receipts and expenditures.
 - (2) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
 - (3) All audits, review, accounting statements, and financial reports of the Association or Condominium.
 - (4) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year;

- (l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections, which shall be maintained for a period of one (1) year from the date of the meeting to which the document relates.
- (m) All rental records where the Association is acting as agent for the rental of Units.
- (n) A copy of the current question and answer sheet as required by the Act.
- (o) All other records of the Association not specifically included in the foregoing which are related to the operation of the Association.

The official records of the Association shall be maintained in the County or at such other place as may be permitted by the Act (as it may be amended from time to time).

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. A Unit Owner who is denied access to official records within ten (10) working days after receipt of a written request to inspect the records is entitled to minimum damages for the Association's failure to permit inspection. The minimum damages shall be \$50 per calendar day up to ten (10) days, the calculation to begin on the eleventh (11th) working day after receipt of the written request.

18. Arbitration. Any disputes as defined under the Act shall be resolved through non-binding arbitration conducted in accordance with the Act.

[Signature on following page]

The foregoing was adopted as the By-Laws of Champions Run RV Resort Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, on the 16th day of October, 2024.


Approved: 
Tristan Farrell as its President

Exhibit "E"

Initial Rules and Regulations

(see attached)

Rules and Regulations
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Initial Rules and Regulations

These Initial Rules and Regulations are established by Champions Run RV Resort Condominium Association, Inc., a Florida corporation not for profit (the "Association"). These Initial Rules and Regulations (the "Rules") are defined in Section 13.1(f) of the Declaration of Condominium for Champions Run Ocala Luxury RV Resort, A Nonresidential Condominium, recorded in Official Records Book ____, Page ____ of the Public Records of Marion County, Florida, and any amendments thereto (the "Declaration").

These Rules are in addition to the provisions of the Declaration and Bylaws (the "Documents"). By owning or occupying a Unit, each Unit Owner and occupant agrees to abide by these Rules and to comply with the obligations of Unit Owners and occupants under the Declaration and Bylaws of the Association.

Words and phrases defined in the Declaration have the same meaning when used in these Rules. The Board of Directors is empowered to interpret, enforce, amend, and repeal these Rules.

A. COMPLIANCE

- A-1. Compliance. Each Owner will comply with the provisions of these Rules, the Declaration, Bylaws, and policies adopted by the Board to supplement these Rules, as any of these may be revised from time to time. Each Owner, additionally, is responsible for compliance with the Declaration and Bylaws by the Unit Owners of their Unit, and their respective relatives, invitees, tenants, agents, employees or contractors (together with the Unit Owners, referred to herein as the "Occupants"). If a Rule requires or prohibits conduct by a "Unit Owner" or "Occupant," each of those terms are deemed to include the other and applies to all persons for whom a Unit Owner or Occupant is responsible. Again, the Unit Owner is ultimately responsible for compliance by all persons using or related to his Unit. A Unit Owner should contact the Association if they have a question about these Rules. The Association has the right to enforce these Rules against any person on the Property.
- A-2. Additional Rules. Each Occupant must comply with any rules and signs posted from time to time on the Property by the Association. Posted rules are incorporated in these Rules by reference. Each Occupant must comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary rules, or notice of a change affecting use of the Property. Temporary rules are incorporated in these Rules by reference.
- A-3. Waiver. Circumstances may warrant waiver or variance of these Rules. To obtain a waiver, a Unit Owner must make a written application to the Board of Directors. The Board of Director's approval of a variance must be in writing and may be conditioned.
- A-4. Limits. These Rules represent standards of conduct and maintenance in a high density community. It is understood that individuals may have different interpretations of and tolerances for these Rules. On lifestyle-related rules, such as the "Community Etiquette" rules below, the Association may refrain from acting on a perceived violation unless the Board determines the violation to be significant or a community-wide problem. The Association may not be compelled by one Occupant to enforce these Rules against another

Occupant. Occupants are expected to deal directly and peaceably with each other about their differences.

- A-5. Filing Complaints. Because the Association is not staffed to monitor the Property for Rules violations, the Association relies on Occupants to identify and report violations of these Rules and the Documents, and monitor compliance with these Rules by violators. The Association also relies on Occupants to help keep each other informed about the Rules. Recognizing that an Occupant may be reluctant to confront another Occupant about a violation, the Association will work with Occupants to enforce the Rules. Generally, a complaint must be in writing and must be signed by an Occupant or Owner who is willing to be identified as the complainant. The Association may refuse to enforce a violation (1) that cannot be easily and independently verified, (2) for which it did not receive a signed written complaint, (3) for which the complainant will not cooperate with monitoring the violation and compliance, or (4) which the Board does not consider to be significant or community-wide.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

- B-1. Damage. A Unit Owner is responsible for any loss or damage he causes to their Unit, other Units, the personal property of other Occupants or their guests, or to the Common Elements.
- B-2. Association Does Not Insure. A person assumes full risk and sole responsibility for placing his/her personal property in or on the Property. Each Occupant is solely responsible for insuring his/her personal property in the Unit and on the Property, including his/her furnishings and vehicles. THE ASSOCIATION REQUIRES THAT ALL UNIT OWNERS AND OCCUPANTS PURCHASE AND MAINTAIN CASUALTY LOSS INSURANCE ON THEIR RECREATIONAL VEHICLE INCLUDING PERSONAL LIABILITY IN AN AMOUNT NOT LESS THAN \$1,000,000.00.
- B-3. Risk Management. A Unit Owner may not permit anything to be done or kept in his Unit or the Common Elements that is illegal or that may result in the cancellation of insurance on the Property.
- B-4. Reimbursement for Enforcement. A Unit Owner must promptly reimburse the Association for any expense incurred by the Association to enforce these Rules, the Declaration and/or the Bylaws against the Unit Owner, their Unit, or persons for whom the Unit Owner is responsible.
- B-5. Reimbursement for Damage. A Unit Owner must promptly reimburse the Association for the cost of damage to the Property caused by the negligent or willful conduct of the Unit Owner or persons for whom the Unit Owner is responsible.
- B-6. No Estate Sales. Without the Board's prior written permission, no person may conduct at the Property a sale or activity that is advertised or attractive to the public, such as garage

sales, car sales, or estate sales. This section does not apply to marketing the sale or rental of a Unit unless combined with a prohibited activity.

- B-7. Supervision of Minors. For their own well-being and protection, persons who are legally incompetent or younger than 18 years must be under the general control and supervision of their parents or guardians at all times while on the Property.

C. OCCUPANCY STANDARDS

- C-1. Numbers. The maximum number of persons who may occupy a Unit is one more than the number of bedrooms in the Unit. Two persons per bedroom, however, may occupy a Unit if the occupants qualify for familial status protection under the Fair Housing Act. Units shall be used for placement of Recreational Vehicles for temporary occupancy only. Continuous occupancy by an individual or family is limited to no more than 30 consecutive days or 30 days within a period of 45 days.
- C-2. Leases. Each lease must be in writing. A Unit may not be leased for hotel or transient purposes. Less than the entire Unit may not be leased. Any violation of the minimum lease term set forth in the Declaration will result in a \$25 daily fine against the Unit Owner.
- C-3. Danger. As permitted by the federal Fair Housing Act Rules, no Unit may be occupied by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others.

D. FIRE AND SAFETY

- D-1. Safety. Each Occupant is solely responsible for his own safety and for the safety, well-being, and supervision of his guests and any person on the Property to whom the Occupant has a duty of care, control, or custody.
- D-2. Fires. Except for barbecue fires as permitted by these Rules, there may not be any exterior fires on the Property.
- D-3. Barbecue. Occupants may keep and use barbecue grills that comply with all applicable regulatory requirements, subject to the limitations contained in this Section. The Board of Directors reserves the right to prohibit or restrict the existence and/or use of all or certain outdoor cooking grills if, in the Board of Director's discretion, a grill constitutes a fire hazard or is unattractive or oversized for the area in which it is kept. On permitted grills, (a) open fires must be supervised at all times; (b) gas tanks must be properly used and maintained; (c) no flames may be higher than the cooking surface; and (d) a grill may not be used near combustible materials.
- D-4. Intrusion Monitoring. Although the Unit may be wired for intrusion monitoring service, the Association is not the service provider to the Unit, and has no responsibility or liability for the availability for quality of the service, or for the maintenance, repair, or replacement of the wires, conduits, equipment, or other fittings relating to the contract service. As stated

in the Declaration, the Association may serve as a conduit for the service fees and payments from the Unit Owner to the provider.

- D-5. Safety Equipment. No person may use, tamper with, or modify the fire and safety equipment, if any, in the Common Elements of the Property, such as alarms, extinguishers, monitors, and self-closing gates or doors. This Section may not be construed to require the installation or use of such equipment.
- D-6. Security. The Association may, but is not obligated to, maintain or support certain activities within the Property designed to make the Property less attractive to intruders than it otherwise might be. The Association, its directors, committees, Members, agents, and employees will not in any way be considered an insurer or guarantor of security within the Property, and may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Unit Owner and Occupant on the Property assumes all risk for loss or damage to his person, to his Unit, to the contents of his Unit, and to any other of his property. The Association expressly disclaims and disavows any and all representations or warranties, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment, or measures recommended, installed, or undertaken within the Property.

E. GENERAL USE AND MAINTENANCE OF UNIT

- E-1. Recreational Use. Each Unit must be used solely for recreational use, and may not be used for permanent residential purposes or for commercial or business purposes, except as permitted in the Declaration. This restriction does not prohibit an Occupant from using his Unit for personal, business, or professional pursuits, provided that: (a) the non-recreational use is incidental to the Unit's recreational use; (b) the use conforms to the applicable laws and ordinances; (c) there is no external evidence of the non-recreational use; (d) the non-recreational use does not entail visits to the Unit by the public, employees, suppliers, or clients; and (e) the non-recreational use does not interfere with the use and enjoyment of neighboring Units.
- E-2. Annoyance. An Occupant may not use his Unit in a way that: (a) annoys Occupants of neighboring Units; (b) reduces the desirability of the Property as a recreational community; (c) endangers the health or safety of other Occupants; or (d) violates any law or any provision of the Documents.
- E-3. Maintenance. A Unit Owner, at his expense, will maintain his Unit and keep it in good repair.
- E-4. Porch, Balcony & Deck Maintenance. An Occupant will maintain the porch, balcony, and deck portions of his Unit (if any) in a clean manner. An Occupant will take care that the cleaning of his porch, balcony, and deck does not annoy or inconvenience other Occupants. A porch, balcony, or deck may not be enclosed or used for storage purposes. If the Board of Directors determines that a porch, balcony, or deck is unsightly, the Board of Directors

may give the Unit Owner notice of the problem and a reasonable time period in which to correct it, after which the Board may take corrective action at the Unit Owner's expense.

- E-5. Glass. Each Unit Owner, at his expense, must promptly repair and replace any broken or cracked glass in his Unit's windows and doors, regardless of the source of the damage. Replacement glass must conform to the standard for the Property.
- E-6. Utility Equipment. Each Unit Owner, at his expense, will maintain, repair, and replace the water, heating and air heating and cooling equipment/system serving his Unit.
- E-7. Combustibles. An Occupant may not store or maintain, anywhere on the Property – including within a Unit – explosives or materials capable of spontaneous combustion.
- E-8. Report Malfunctions. An Occupant will immediately report to the Board of Directors his discovery of any leak, break, or malfunction in any portion of the Property which the Association has a duty to maintain. An Occupant who fails to promptly report a problem may be deemed negligent, in which case the Unit Owner may be liable for any additional damage caused by the delay.
- E-9. Emergencies. In case of continuous water overflow, an Occupant should immediately turn off water and TURN OFF THE SHUT-OFF VALVES BEHIND THE TOILET OR UNDER THE SINK.
- E-10. Cable. An Occupant who subscribes directly to cable service is solely responsible for maintaining that subscription and the appurtenant equipment. No additional exterior cable lines may be connected to the Unit except in the cable conduit maintained by the Association. No holes or protrusions may be made in any exterior surface of the Property. Wires may not be draped, hung, or strung on the building or grounds. The Unit Owner of the Unit to which cable service is provided is responsible to the Association for any damage to the Property caused by the cable installer or servicer.
- E-11. Utilities. An Occupant will try to conserve the use of utilities furnished through the Association, including water consumption within his Unit.

F. GENERAL USE AND MAINTENANCE OF COMMON ELEMENTS

- F-1. Grounds. Unless the Board of Directors designates otherwise, Occupants may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Elements.
- F-2. Abandoned Items. No item or object of any type may be stored, placed, or maintained anywhere on the Common Elements, except by the Board of Directors or with the Board of Director's prior written consent. Items of personal property found on the Common Elements are deemed abandoned and may be disposed of by the Board of Directors.

G. COMMUNITY ETIQUETTE

- G-1. Courtesy. Each Occupant will endeavor to use his Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Occupants.
- G-2. Annoyance. An Occupant will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Occupants, or the Association's employees and agents.
- G-3. Noise and Odors. Each Occupant must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Occupants of other Units. The following are expressly prohibited: (1) installing speakers, subwoofers, or other noise or vibration emitting equipment in or on a party wall (a wall between 2 Units); (2) creating any protrusion in a party wall (a wall between 2 Units), through which sound may more easily transfer; (3) mounting a speaker in a ceiling at a point that is less than 5 feet from a party wall; and (4) loud vocalizations and boisterous conduct on Common Elements.
- G-4. Parties. In planning private social functions at the Property, an Occupant should be aware of the potential consequences on the Property's parking resources and on the sensibilities of other Occupants. An Occupant intending to use his Unit for a party or other activity that may be expected to produce a higher-than-customary level or duration of noise or other disturbance will make a diligent effort to give Occupants of adjoining Units timely prior notice of the event, as a courtesy. If the event is expected to attract 20 or more guests to the Property, the Occupant will also give the Board of Directors timely prior written notice of the event.
- G-5. Reception Interference. Each Occupant will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Property.

H. ARCHITECTURAL CONTROL; WORK UPON UNITS AND COMMON ELEMENTS

- H-1. Exteriors. Without the written approval of the Board of Directors, a Unit Owner or Occupant may NOT change, remodel, decorate, destroy, or improve any exterior surface or component of the Property, nor do anything to change the outside appearance of the Property, including without limitation the entry door, front porch, windows, and driveway appurtenant to the Unit.
- H-2. Protrusions. A Unit Owner or Occupant may not cause anything to protrude or project through the boundaries of the Unit, such as the foundation, roof, party wall between units, or an exterior wall of a Unit. Examples of installations that may entail protruding wires or conduits include, without limitation, exterior horns, lights, speakers, or aerials.
- H-3. Balconies, Decks, & Porches. Because balconies, decks, and porches are distinctive architectural features of the Property, a Unit Owner or Occupant may not change the appearance or condition of the balcony, deck, or porch portion of his Unit in any manner,

without the prior authorization of the Board of Directors. Prohibited activities include the following:

- a. Painting or staining any part of the balcony, deck, or porch.
- b. Installing a cover of any kind over the open slat top of the balcony.
- c. Enclosing or covering of the balcony, deck, or porch in any manner.
- d. Hanging items from the trellis, arbor, walls, roof, or railing, or failing to remove hanging items that the Board of Directors has determined to be unattractive, such as wind chimes, windsocks, bird feeders, rope lights, and hanging baskets.
- e. Maintaining anything on the balcony, deck, or porch that the Board of Directors determines to be unattractive, such as umbrellas, items of storage, bicycles, and oversize or inappropriate furniture.
- f. Barbeque grills may not be kept – even temporarily – on balconies or porches.

H-4. Hot Tubs. A hot tub, spa, jacuzzi, sprinkler or mist system, fountain, or any other plumbed or liquid-based device may not be installed in a Unit or any Common Element. This prohibition does not apply to replacements of customary kitchen and bathroom appliances and fixtures. This prohibition expressly applies to roofs, porches, decks, and balconies.

H-5. Satellite Dishes. An Occupant who desires satellite television service must strictly comply with the applicable requirements set forth in the Declaration. No holes or protrusions may be made in any exterior surface of the Property. Wires may not be draped, hung, or strung on the building or the grounds. The Unit Owner of the Unit to which satellite services is provided is responsible to the Board of Directors for any damage to the Property caused by the satellite dish installer or servicer. Contract the Association before shopping for an exterior satellite dish or antenna to determine if such equipment is permitted for a particular Unit and, if so, where it may be located. Owners should get the Board of Directors' written authorization before any installation.

In the event that the Association elects to permit Unit Owners and Occupants to install satellite dishes upon the building roofs, installation shall be conducted at the Unit Owner's or Occupant's sole cost and expense by an installer or servicer approved by the Board of Directors.

H-6. Work Upon Common Elements and Units. Notwithstanding any provision in the Declaration or these Rules to the contrary, no Unit Owner or Occupant shall perform or permit to be performed any work to any portion of: (i) the Unit Owner's Unit, which work may require access to, over or through the Common Elements or other Units, or (ii) the Common Elements, without the prior consent of the Board of Directors except in case of an emergency. All such work may only be performed by a person who shall deliver to the Board of Directors prior to commencement of such work, in form satisfactory to the Board of Directors:

- a. releases of the Board of Directors and the Association for all claims that such Person may assert in connection with such work;
- b. indemnities of the Board of Directors and the Association, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common Elements or other Units;
- c. certificates of insurance, including liability and workmen's compensation coverage; in amounts and with companies reasonably acceptable to the Board of Director; and
- d. all other information and protections which the Board of Directors may reasonably require.

H-7. Window Treatments. A Unit Owner MAY install window treatments inside his Unit, provided:

- a. The window treatment, including drapes, blinds, shades, or shutters, must appear to be (1) clear, (2) white, (3) near white light neutral, or (4) light wood tone when viewed from the outside of the Unit.
- b. The use of bed sheets, tablecloths, or other obviously non-drapery fabrics is expressly prohibited, even on a temporary basis.
- c. Aluminum foil, reflective window treatments, window tinting, and window decals or stickers are expressly prohibited.
- d. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board of Directors.

H-8. Prohibited Acts. In addition to the foregoing, a person may not:

- a. Post signs, notices, or advertisements on the Common Elements or in a Unit if the sign is visible from outside the Unit.
- b. Place or hang an object in, on, from, or above any window, interior window sill, deck, balcony or patio that, in the sole opinion of the Board of Directors, detracts from the appearance of the Property. Prohibited objects include planters and planter boxes, flower pots, window boxes, bird feeders, windsocks, mobiles, wind chimes and other outside accessories.
- c. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items from windows, doors, balconies, patios, or passageways.
- d. Have bicycles or similar sporting equipment on balconies or patios.

- e. Place decorations on exterior walls, doors, and fences, or on the General Common Elements.
 - f. Enclose or cover a balcony, porch, or deck.
 - g. Install storm or screen doors and windows, including solar screens.
- H-9. Approval. To obtain the Board of Directors' written consent for an alteration or modification, a Unit Owner must comply with the architectural control requirements of the Declaration. An Applicant may not rely on verbal assurances of an Association manager, director, or officer. If approval is obtained, the Unit Owner must maintain the approved item in a good and attractive condition. For example, if the Board of Directors approves a potted plant, the pot must be removed if the plant dies or becomes unsightly.

I. VEHICLE RESTRICTIONS AND TRAFFIC RULES

- I-1. Permitted Vehicles. To be permitted on the Property, a vehicle must be operable, and must display a current license tag and inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Property without the Board of Directors' consent: trailers, boats, buses, large commercial trucks, industrial vehicles. Motorcycles, motorbikes, or other motorized vehicles may not be operated on the Property except to provide transportation to and from a Unit. The use of All-terrain vehicles (ATVs) within the RV Park is prohibited. The storage of ATVs on a Unit is permitted.
- I-2. Repairs. Washing, repairs, restoration, or maintenance (including oil changes) of vehicles is prohibited on driveways and parking areas, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- I-3. Proper Placement. No vehicle, including motorcycles, may be driven, parked, or placed anywhere on the Property except in designated areas. Motorcycles may not be chained to buildings, fences, or any other part of the Property, unless designated for that purpose.
- I-4. Nuisances. Each vehicle must be muffled and must be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Property is discouraged. No vehicle may be kept on the Property if the Board of Directors deems it to be unsightly, inoperable, in appropriate, or otherwise violative of these Rules.
- I-5. Obstructions. No vehicle may be parked in a manner that impedes or prevents ready access to the Property, driveways, or parking spaces. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard. No vehicle may be parked, even temporarily, in spaces reserved for others, in fire lanes, or in any area designated as "No Parking." Vehicles parked in violation of the Documents (including this provision) will be towed at the Unit Owner's expense.

I-6. General Traffic Rules.

- a. The speed limit within the Property is 15 MPH.
- b. All vehicles must come to a complete stop at all stop signs.
- c. All vehicles operated on the roads within the Property must meet, and be operated in compliance with, the Motor Vehicle Laws of the State of Florida applicable to the operation of motor vehicles on public roads.
- d. Any vehicle operated after sunset and before daybreak must be equipped with and operated with proper lights and reflectors. Proper lights are considered those which were installed by the original manufacturer. Light bars are prohibited.
- e. Reckless driving, driving without a valid driver's license, and driving under the influence of alcohol or drugs are prohibited. In addition to potential charges under state laws, violators of these offenses are subject to assessments in accordance with the Fine Schedule.

I-7. Pedestrian Rules. Pedestrians and joggers shall walk or run facing traffic and have the right-of-way over all vehicles.

I-8. Bicycle/Scooters/Golf Carts/Motorcycles.

- a. Ride single file with the traffic. Wear a helmet while operating a bicycle or scooter.
- b. Make a complete stop at stop signs.
- c. Obey applicable traffic rules.
- d. Adults are responsible for always supervising their children.
- e. Golf carts must be driven on paved roads only. When not in use, a golf carts must be parked on a concrete pad or in a designated parking areas.
- f. A person operating a golf cart must have a current, valid driver's license and be at least 18 years of age, and the golf cart must be insured. Golf carts must not be driven at night unless operated with proper lights. "Proper lights" are considered those which were installed by the original manufacturer. Light bars are prohibited.

I-9. Violations. A vehicle in violation of these Rules may be stickered, wheel-locked, towed, or otherwise removed from the Property by the Board of Directors, at the expense of the vehicles' owner. Violators are also subject to assessments in accordance with the Fine Policy. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

J. TRASH DISPOSAL

- J-1. General Duty. Occupant will endeavor to keep the Property clean and will dispose of all refuse in receptacles designated specifically by the Association or by the applicable municipality for that purpose. Occupants may NOT litter Common Elements.
- J-2. Hazards. Occupants may NOT store trash inside or outside his Unit in a manner that may permit the spread of fire, odors, or seepage, or encouragement of vermin. Before discarding coals, ashes, logs, or other materials used in barbeque grills or fireplaces, Occupant will ensure that the debris is thoroughly cold.
- J-3. Excess Trash. Occupants will place trash entirely within the designated receptacle, and may not place trash outside, next to, or on top of the receptacle. If a receptacle is full, Occupants should locate another receptacle to hold his trash. Boxes and large objects should be crushed or broken down before placed in a receptacle. Receptacles are to be closed at all times when not in use. Occupants must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

K. PETS

- K-1. Permitted Pets. An Occupant may not keep or permit on the Property a pet or animal of any kind, except as permitted by these Rules and the Declaration. Subject to these Rules, an Occupant may keep in his Unit customary domesticated house pets, such as domesticated dogs, cats, caged birds, and aquarium fish, provided there are not more than two cats or two dogs, or one cat and one dog. All dogs and cats must be spayed or neutered. All pets must be vaccinated against rabies.
- K-2. Prohibited Animals. No Occupant may keep a dangerous or exotic animal, pit bull terrier trained attack dog, or any other animal deemed by the Board of Directors to be a potential threat to the well-being of people or other animals. In the event that any regulatory authority (i.e. animal control) determines that an animal within the Property is dangerous or hazardous, then the owner of such animal shall be required to immediately remove the animal from the Property. No animal or house pet may be kept, bred, or maintained for any commercial purpose or for food.
- K-3. Indoors/Outdoors. A permitted pet must be maintained inside the Unit, and may not be kept on a porch, balcony, or deck. No pet is allowed on Common Elements unless carried or leashed. No pet may be leashed to a stationary object on the Common Elements.
- K-4. Disturbance. Pets must be kept in a manner that does not disturb another Occupant's rest or peaceful enjoyment of his Unit or the Common Elements. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.
- K-5. Damage. Each Occupant is responsible for any property damage, injury, or disturbance his pet may cause or inflict. An Occupant who keeps a pet on the Property is deemed to

indemnify and agrees to hold harmless the Board of Directors, the Association, and other Unit Owners and Occupants, from any loss, claim, or liability of any kind or character whatever resulting from any action of his pet or arising by reason of keeping or maintaining the pet on the Property.

- K-6. Proper Scooper. Each Occupant is responsible for the removal of his pet's wastes from the Common Elements. The Board of Directors may levy a fine against a Unit Owner and its Unit each time feces are discovered on the Common Elements and attributed to an animal in the custody of that Unit's Occupant.
- K-7. Removal. If an Occupant or his pet violates these Rules, or if a pet creates a noise, odor, or other disturbance or nuisance, the Occupant or person having control of the animal may be given a written notice by the Board of Directors to correct the problem. If the problem is not corrected within the time specified in the notice (not less than 10 days), the Occupant, upon written notice from the Board of Directors, may be required to remove the animal. Each Occupant agrees to permanently remove his violating animal from the Property within 10 days after receipt of a removal notice from the Board of Directors.

L. WATER ATTRACTIONS AND POOL RULES

- L-1. Wristbands. Wristbands grant Visitors access and use of the designated water activities, amenities, and facilities ("Water Zone"). Visitors are required to wear a wristband issued upon check-in and must be worn at all times to identify you as a registered Visitor. Visitors without an Association issued wristband may be turned away from the Water Zone.
- L-2. Rates. Visitors will be charged a day rate to enter the Water Zone. Visitor rates will fluctuate based on occupancy similar to the hotel and airline industry. Visitor rates vary based upon the season, availability and are subject to change without notice.
- L-3. Outside Food and Beverages. Outside alcoholic beverages are prohibited within the Water Zone area perimeters. Glass bottles or containers are not permitted. Food and beverages are not allowed to be consumed in any pools or spas.
- L-4. Child Supervision. All persons under the age of 14 must have a Supervising Companion, to be in the pools and within the pool and Water Zone area. "Supervising Companion" means a person 16 years old or older who is capable of assuring that the child will comply with applicable rules and regulations pursuant to the following:
 - a. Supervising Companions sixteen (16) and seventeen (17) year olds can supervise up to two (2) children under the age of fourteen (14).
 - b. Supervising Companions eighteen (18) years old and older can supervise up to five (5) children under the age of fourteen (14).

- L-5. Lifeguards. Some pools and Water Zone attractions may not have a lifeguard on duty. Swim at your own risk. Children must be supervised at all times and follow all posted signs and rules.
- L-6. Life Jackets. US Coast Guard approved life jackets are required for all children with a height of 48" or less.
- L-7. Behavior. We expect all Occupants and their guests to behave in a family-friendly manner. Line jumping, profanity, and unruly behavior are considered offensive behaviors and will not be tolerated. The Association reserves the right to remove guests that violate this policy from the property without a refund.
- L-8. Dress Code. Proper swim attire is required. Inappropriate swim attire includes but is not limited to: jeans, cut offs, under garments, swim wear that is revealing or has messaging that depicts violence, nudity, vulgarity, or discriminatory language or graphics. Swim attire with buckles, rivets, zippers, or exposed metal, and other sharp objects are not allowed on slides.
- L-9. Prohibited Activities.
- a. Pets are not allowed, except for working service animals. Service animals must always remain with their handler and are prohibited from entering the water.
 - b. Smoking, vaping, or e-cigarettes are not allowed in or around pools or Water Zone attractions.
 - c. Firearms, ammunition, knives, and weapons of any kind are prohibited.
 - d. No oversized flotation devices including floats and rafts.
 - e. No breath holding games.
 - f. No rough play allowed, to include but not limited to dunking, pushing, or shoving.
- L-10. Inclement Weather. For your safety, the Association may close pools or water attractions during severe weather, such as electrical storms, heavy rain, or high winds. During an inclement weather event pools and the Water Zone attractions will be cleared, and guests will be asked to remove their personal items and leave the waterpark area.
- L-11. Ride Restrictions. Guests with limited swimming abilities, certain body proportions, certain heights and/or weights may not be able to enjoy all water attractions. All guests must meet the attractions requirements to ride.
- L-12. Waiver. Visitors must read and sign a Hold Harmless Agreement before participating in Water Zone activities.

M. MISCELLANEOUS

- M-1. Right to Hearing. A Unit Owner may request in writing a hearing by the Board of Directors regarding an alleged breach of these Rules by the Owner or any person for whom the Owner is responsible. The Board of Directors will schedule a hearing within 30 days after receiving the Unit Owner's written request. At the hearing, the Board of Directors will consider the facts and circumstances surrounding the alleged violation. The Unit Owner may attend the hearing in person, or may be represented by another person, or written communication.
- M-2. Mailing Address. A Unit Owner must maintain with the Association his current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Document may be sent to a Unit Owner's most recent address as shown on the records of the Association. If a Unit Owner fails to provide a forwarding address, the address of that Unit Owner's Unit is deemed effective for purposes of delivery.
- M-3. Revision. These Rules are subject to being revised, replaced, or supplemented, and Unit Owners and Occupants are urged to contact the Association to verify the Rules currently in effect on any matter of interest. These Rules will remain effective until 10 days after a Unit Owner of each Unit has been given a notice of the amendment or revocation of these Rules.
- M-4. Other Rights. These Rules are in addition to and in no way whatsoever detract from the rights of the Association under the other Documents and the laws of the State of Florida.

Exhibit "F"

Management Agreement

(see attached)

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**ASSOCIATION MANAGEMENT AGREEMENT
CHAMPIONS RUN LUXURY RV RESORT CONDOMINIUMS**

THIS ASSOCIATION MANAGEMENT AGREEMENT (the "Agreement") is entered into and made effective as of Sept 1, 2024 (the "Effective Date") by and between Champions Run Land Asset, LLC as the organizer of the Champions Run Luxury RV Resort Condominium Association, Inc., a Florida nonprofit corporation (the "Association"), Streamline Management Solutions LLC., a Tennessee limited liability company, (the "Streamline") and Champions Run Land Asset, LLC (the "Declarant Owner").

RECITALS:

A. Pursuant to the provisions of that certain Declaration of Condominium for the Association (the "Declaration"), to be recorded in the Official Records Book in the Public Records of Marion County, Florida, the Association is responsible for the maintenance, control, operation, and management of the Common Elements of the Resort located in Ocala, Florida to be known as the Champions Run Luxury RV Resort Condominiums as more particularly described in the Declaration (the "Resort").

B. Declarant Owner is the current owner of all of the condominium units as defined in the Declaration (the Units). It is Declarant Owner's intention to sell all of the Condominium Units as soon as market conditions allow. Declarant Owner currently manages the operations at the Resort.

C. The Declarant Owner is authorized to engage an agent or manager for the Resort and to delegate such of its powers to the agent or manager as may be required for the proper functioning of the Resort.

D. The Declarant Owner and the Association desire to retain Streamline to perform and provide various services for the Resort and Streamline is willing to provide such services, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein, the parties hereto agree as follows:

Agreement

1. Turnover of Management Services. As of the Effective Date, Declarant Owner relinquishes all rights, responsibilities and obligations of managing the Resort and turns said rights, responsibilities and obligations over to Streamline, which will provide resort management services for the Resort with such services being those customarily performed by a resort management company managing a similarly situated resort. These services, which are provided at the Streamline's own cost, shall include, but are not limited to, marketing, advertising, owner relations, guest relations, management of Resort staff (including onboarding, training, and dismissals), event

coordination, vendor management, software management and integrations, rate and revenue management, retail management, accounting, and day-to-day operational management of the Resort. Further, Streamline will work with the Association on budgeting, accounting, vendor relations and maintenance coordination to ensure the Resort operates at maximum functionality and to a high standard of quality all as more particularly provided for in Section 5 hereof. Subsequent to the Effective Date, Declarant Owner shall have no obligations (financial or otherwise) to Streamline or the Resort except (i) as provided in Section 8(b) below, (ii) any obligations to pay dues under the Governing Documents if Declarant Owner owns property within the Resort and (iii) Declarant Owner will cooperate with Streamline in facilitating a good relationship between Streamline and the property owners' association while Declarant Owner has Declarant powers under the Governing Documents and/or owns property at the Resort.

2. Definitions. Unless otherwise defined herein (including, without limitation, those definitions below), capitalized terms used in this Agreement shall have the same meaning as defined in the Declaration. The following are additional defined terms:

(a) "Board" shall mean the Executive Board of the Association.

(b) "Good Standing" means that an owner of a condo unit, in his or her capacity as a Member of the Association, is current in the payment of assessments to the Association and is not otherwise subject to a suspension of voting rights as a Unit Owner and member of the Association.

(c) "Governing Documents" means the Declaration and the Articles of Incorporation, Bylaws and rules and regulations of the Association.

(d) "Notice" means any notice, demand, instruction or other communication required or permitted under the terms of this Agreement. In the event that a Notice pertains to an alleged default by either party to this Agreement or to an event or occurrence that is the basis for termination of this Agreement, the Notice that is tendered by the issuing party shall include a reasonably detailed description of the nature of the alleged default or terminating event, citing applicable provisions of this Agreement if appropriate.

(e) "Unit" means a unit within the Resort at Champions Run Luxury RV Resort Condominium.

(f) "Unit Owner" means and the owner of a Unit within the Champions Run Luxury RV Resort Condominium.

3. Term: Termination.

(a) Unless sooner terminated as provided in this Agreement or pursuant to applicable law, the term of this Agreement will commence as of the Effective Date and shall expire on August 31 first following the ten (10) year anniversary of the Effective date (the "Initial Term"). At the expiration of the Initial Term and thereafter, the term of this Agreement shall be automatically be extended and shall continue for successive periods of three (3) years.

(b) Notwithstanding the foregoing, this Agreement may be terminated as

follows:

(i) During the Initial Term of this Agreement, this Agreement may be terminated by the Board or by Streamline for cause only, in the event the other party fails to substantially perform any of its obligations hereunder; provided, that if the cause constitutes a breach of or a failure to perform any term, covenant or condition contained in the Agreement which is capable of being cured, such breach or failure to perform shall not have been cured within thirty (30) days following Notice of such default or breach from the non-defaulting Party. If not timely cured, this Agreement shall terminate sixty (60) days following such Notice of default.

(ii) Following the Initial Term of this Agreement, this Agreement may be terminated (A) for cause following Notice and a right to cure as described above, or (B) without cause, upon one hundred and twenty (120) days prior Notice to Streamline by the Association, or to the Association by Streamline.

(iii) Either the Association or Streamline may terminate this Agreement, with or without cause, by giving written notice to the other Party on or before the date that is ninety (90) days prior to the expiration of the then-current term, whereupon the term shall expire and this Agreement shall terminate at the expiration of such term.

4. Authority of Streamline. Streamline will have the powers and duties of the Association as set forth in the Governing Documents (except for such powers and duties specifically required to be exercised by the Board or the Associations, as applicable), as such powers may be limited by the Florida Condominium Act (the "Act").

5. Services of Streamline. Streamline will perform the following services (each a "Service" and collectively, the "Services"), any or all of which Services Streamline may subcontract and delegate to others (including without limitation to affiliates of Streamline or any other third party selected by Streamline), although Streamline shall not be permitted to assign this Agreement except as provided in Section 17(b) below:

(a) Maintain, operate and repair the Resort (including facilities, furnishings, and equipment related thereto), in good, clean, attractive and sanitary condition, order and repair to the same extent that the Association is required to maintain, operate and repair the same under the Governing Documents, and provide other services as contemplated by the Governing Documents as reasonably determined by Streamline. The foregoing shall include (i) hiring, paying and supervising (and discharging, if necessary) all persons necessary to be employed or retained as independent contractors in order to properly maintain operate and repair the Resort; and (ii) making and entering into such vendor contracts and purchases in either the Association's or Streamline's name, as Streamline elects, as may be deemed necessary or desirable to meet the foregoing maintenance, operating and repair obligations (including, without limitation, contracts for utilities, trash removal, and other services necessary to the Association), all in accordance with the Governing Documents and the Association's approved annual budget. With respect to specific items of maintenance or repair, Streamline, as the authorized agent to incur obligations and make expenditures on behalf of the Association in accordance with the approved annual budget, shall, except in emergency circumstances, request the advance approval of the Board for any unbudgeted single expense in excess of Fifteen Thousand Dollars (\$15,000.00). Streamline shall make all final

decisions relating to employment matters, although Streamline shall consult with the Board in connection with any prospective hire of the regional manager for the Resort and allow an interview by an Association representative with any such prospective employee, and the Association may provide feedback on such prospective employee, which Streamline shall consider in good faith.

(b) Streamline shall, on behalf of and at the expense of the Association, purchase and maintain sufficient inventories of all consumable items utilized in the operation of the Resort. Streamline shall also purchase at the expense of the Association equipment, tools, vehicles, appliances, goods, supplies and materials as shall be reasonably necessary to perform its duties, including the maintenance, upkeep, repair, and preservation of the Condo Units and the Resort.

(c) Subject to the limitations of the Association's approved annual budget or coverage limits in this Agreement, purchase and/or rent equipment, tools, vehicles, appliances, goods, supplies, materials and other items of personal property as are reasonably necessary to perform the Services, including the maintenance, upkeep, repair, replacement, refurbishing and preservation of the Resort. Purchases paid for by the Association shall remain the property of the Association.

(d) Provided that such costs are fully funded by the Association, pay all costs incurred in the operation of the Association and provided in the approved budget, including all operating expenses, payroll, taxes, insurance premiums, license fees, Management Fees (as defined below) and other expenses.

(e) Obtain insurance proposals as reasonably requested by the Board; to the extent commercially available, cause to be acquired and maintained in force all insurance required in the Governing Documents and such other insurance as the Board from time to time requests to be acquired and maintained, which insurance may be secured under an individual policy or policies or under a master policy entered into by Streamline on behalf of the Association; and act as agent for the Association in connection with such insurance as instructed by the Board or as reasonably determined by Streamline to be in the best interests of the Association.

(f) Maintain records and an accounting system, including invoices and any other documentation provided by third parties, in accordance with the Act and the Governing Documents (the "Accounting Services"). Such records shall be sufficient to generally describe the Services Streamline has performed under this Agreement, the expenses it incurred in rendering such Services and any payments made on behalf of the Association for the Services. Such records will be kept on-site or at the office of Streamline or its subcontractor or delegate, or at an internet-based storage service and shall be available for inspection by the Association or its representatives, or an expert or independent auditor employed by and at the cost and expense of the Association, during normal business hours and/or at such other reasonable time as Streamline shall agree. Any expert or independent auditor may also conduct an external audit; provided the cost for same is paid by the Association and said independent auditor. Streamline shall maintain all files and records relating to the operation of the Resort electronically.

(g) No less than 60 days prior to the new fiscal year of the Association, or as otherwise provided in the Governing Documents, the Act or other applicable law, Streamline shall

prepare and propose to the Board for its approval an operating budget and replacement reserve budget for the following fiscal year, setting forth the anticipated revenues and expenses of the Association for the year, and specifying each Association's allocation of Common Expenses in accordance with the Declaration. Streamline, if requested by the Board, shall also assist with the preparation of any reserve studies required to be completed by the Association.

(j) Collect assessments from the Unit Owners based upon the approved annual budget. Streamline shall direct that payments of assessments shall either be deposited directly into the Association's accounts or otherwise made payable to the Association and not Streamline. The Board shall be responsible for all decisions relative to the collection and enforcement of delinquent assessment accounts in accordance with the Governing Documents. Streamline shall implement such decisions as directed by the Board (provided, however, that all legal matters in connection with the collection of delinquent assessments shall be conducted through the Association's legal counsel).

(k) Deposit all funds received on behalf of the Association, including, but not limited to, all assessments received from Unit Owners, in current saving or checking bank accounts of the Association as directed by the Board.

(l) Cause a representative of its organization to attend meetings of the Unit Owners and, if requested by the Board, meetings of the Board (not to exceed six (6) per year); however, it is understood and agreed that the minutes of all Resort meetings, whether meetings of Unit Owners or meetings of the Board, are the responsibility of the Association's Secretary, which responsibility may be assigned to a third party retained by the Association for such purpose. Upon request of the Board, Streamline shall schedule and send notices of Associations' and Board meeting to the appropriate parties.

(n) Recommend to the Board the enforcement of provisions of the Governing Documents or the adoption, from time to time, of amendments to the rules and regulations and/or any new rules and regulations for the benefit of the Resort. Streamline shall also, on behalf of the Association, investigate complaints, accidents or any property damage or destruction within the Resort, and if requested by the Board, provide written reports regarding any such incidents.

(o) Subject to Board authorization, Streamline may retain and employ such professionals and such other experts (e.g., accountants, engineers, attorneys) whose services may be reasonably required to effectively perform its duties and exercise its power hereunder, and to employ same on such basis as it deems most beneficial.

(p) Streamline will handle the following duties with respect to replacement reserves and capital projects funded by replacement reserves:

i. Streamline will review the reserve expenses annually, manage reserve study updates in collaboration with a replacement reserve specialist, schedule preventative maintenance, manage capital reserve budget and obtain approvals as required in the Declaration or as directed by the Board.

ii. Streamline will initiate and coordinate the project process utilizing

outside expert consultants where appropriate (e.g., interior designers, roofing consultants, HVAC, etc.).

iii. Solicit bids as directed by the Board or as required by the Declaration,

iv. In general, through the entire Resort process, Streamline will act on behalf of the Association in the Association's role as the "owner" under any agreements with contractors, architects, designers and other project consultants, including communicating with all third parties involved in the process, monitoring conformance with project schedules and budgets, scheduling and attending project meetings, and advising the Board on the foregoing matters and soliciting its input.

In connection with the foregoing Services, it is acknowledged that Streamline is not a construction, design or development expert and, to the extent that any aspect of a project is beyond the ability of Streamline's personnel to competently handle, an outside project manager, architect, designer and/or other expert shall be retained at the Association's cost, subject to the approval of the Board.

(q) As part of the Management Fee without additional charge to the Association, Streamline shall provide oversight from Streamline's Regional Director.

(r) As part of the Management Fee without additional charge to the Association, Streamline shall provide processing and administration of any employee payroll and benefits and human resource services to its employees engaged to perform the Services.

(s) Notwithstanding anything to the contrary contained herein, Streamline shall have power to make emergency expenditures, regardless of whether contemplated in the approved budget, where necessary to avoid immediate danger to life or property, without the prior approval of the Association, but Streamline shall inform the Association at the earliest reasonable moment thereafter both orally and in writing.

(t) Streamline shall exercise such additional powers and rights delegated to it, if any, by the Board or under the Governing Documents.

(u) Streamline shall be responsible for providing the Services in a timely, effective and competent manner.

(v) Compliance with Applicable Laws. Both parties shall be responsible for complying with all applicable federal, state and local laws, regulations and restrictions in the conduct of their obligations under this Agreement.

(w) Streamline shall not be liable to Association for failure to perform its obligations and responsibilities required herein in the event of calamities, acts of God or other events over which Streamline has no control for so long as such events continue and for a reasonable period of time thereafter. Association shall not be liable to Streamline for failure to

perform its obligations and responsibilities required herein in the event of calamities, acts of God or other events over which Association has no control for so long as such events continue and for a reasonable period of time thereafter.

6. No Interference. The Declarant Owner and the Association will fully cooperate with Streamline and will take all actions reasonably necessary to assist Streamline in performing the Services. The Declarant Owner and Association shall not interfere nor permit, allow or cause any of its officers, directors or members to interfere with Streamline in the performance of its duties or the exercise of any of its powers hereunder.

7. Licensing. At all times during the Term, Streamline shall meet and maintain all licensing requirements of the Florida Department of Business and Professional Regulation, if any, for community owner managers in accordance with Florida law.

8. Fees and Expenses.

(a) Management Fees. In consideration of its obligations under this agreement Streamline shall collect a management fee (the "Management Fee"). Streamline's Management Fee will \$10.00 per Unit Per Month and shall be collected by the Association as part of the assessments of each unit pursuant to the Declaration.

(b) Documents / Information to be Provided by Declarant / Owner. Declarant Owner agrees to within Fifteen (15) days of the execution of this Agreement provide Streamline with the information set forth in Schedule A. As part of turning over his information, Declarant/ Owner releases this information and related documentation software from its management.

(c) Reimbursement of Expenses. The Association shall reimburse Streamline for all direct expenses incurred on behalf of the Association. "Direct expenses" shall include any ordinary and necessary expenses made by Streamline on behalf of the Association pursuant to an approved budget or as otherwise permitted under this Agreement, including, without limitation, (i) items of personal property, including parts and supplies and housekeeping supplies and equipment, purchased by Streamline on behalf of the Association, (ii) costs of all employees hired to perform the Services hereunder, including their salaries and wages, taxes, benefits (which may be at hourly rates inclusive of taxes and benefits) and other employment expenses (including the costs of employee recruiting, employee licensing with the State of Florida and employee education and training by third parties), (iii) fees and expenses of any independent contractors and vendors retained by Streamline to perform the Services hereunder, (iv) software licensing and annual maintenance costs, (v) costs of IT Help Desk support/procurement and network support, and (vi) costs of other obligations and direct expenses incurred by Streamline on behalf of the Association pursuant to this Agreement. "Direct expenses" will not include any salaries, wages, benefits, rent or other expenses for executive officers or corporate-level staff of Streamline which do not provide Services directly to the Association.

9. Budgeting Procedures.

(a) Preparation and Approval of Budget. Within 30 days after receipt of a proposed budget as described in Section 5(g) above, the Board will approve or disapprove the

proposed operating budget, and, if it disapproves, will provide notice to Streamline that the Association disapproves the proposed budget, stating in reasonable detail in such notice the reasons for its disapproval. If the Board does not approve the proposed budget, Streamline will revise the disapproved budget, taking into consideration the reasons for disapproval, and submit a revised budget to the Board for its approval. Streamline and the Board will then use their respective good faith diligent efforts to agree upon a revised budget until a new budget is approved. If the proposed budget is not approved by the commencement of the fiscal year for which the proposed budget was prepared, then Streamline will continue to operate under the budget that was most recently approved, with such revisions as have been agreed to by the Association and Streamline. The Board will take all appropriate action under the Act relating to the approval and adoption of the budget and any voting procedures relating thereto by the Unit Owners.

(b) Amendment of Budget. A budget may be amended or supplemented at any time only by agreement of Streamline and the Board and subject to the limitations of the Governing Documents and the Act. Streamline will use reasonable efforts to give the Board prompt notice of any emergency and will submit to the Board, within 30 days after occurrence of the emergency, a written amendment to the then-current budget to reflect the effect of the emergency and all such emergency budget amendments shall be subject to the limitations of the Governing Documents and the Act.

(c) Minimum Reserves. The Association will be required to maintain sufficient cash in the Association's operating account to meet or exceed one month's estimated payroll and operating expenses. Streamline shall use diligent efforts to notify the Association at least thirty (30) days before additional funds may be required.

10. No Obligation to Advance Funds. Streamline may, but is not obligated to, advance Streamline's own funds to pay any expense, tax or charge on behalf of the Association in connection with this Agreement. If Streamline elects to advance any such funds on behalf of the Association, the Association will repay such amount to Streamline promptly after demand. If such advances are not repaid within thirty (30) days after demand, Streamline will be entitled to interest on such unpaid advances at an annual rate equal to the prime rate of interest published from time to time by The Wall Street Journal (or if such rate is not so published, then the prime rate of any major bank in New York City selected by Streamline), from the beginning of such 30-day period until such advance is paid in full.

11. Use of Facilities by Streamline. The Association will make available to Streamline full access to the Resort, including, without limitation, the Condo Units, the common elements, parking, closets, storage and other facilities, equipment and supplies (the "Association Assets") as are reasonably necessary or desirable for Streamline's use in performing the Services on site at the Resort. Streamline agrees to comply with reasonable rules and regulations concerning the use of such Association Assets that the Association provides to Streamline from time to time.

12. Indemnity and Insurance.

(a) Release; Indemnity by Association. The Association releases Streamline from any liability, and agrees to indemnify Streamline and Streamline's owners and affiliates, and

each of their respective Streamline's, members, officers, directors, shareholders, partners, delegates, assignees, employees, and agents ("Streamline Indemnitees"), with respect to, and to hold each of them harmless from and against, any and all costs, expenses (including reasonable attorneys' fees and costs), losses, penalties, fines, liabilities, damages, judgments, suits, injuries, thefts, and causes of action in connection with the Resort or the Services ("Claims"), except to the extent such Claim was caused by Streamline's negligence or willful misconduct.

(b) Indemnity by Streamline. Streamline will indemnify and hold harmless the Association and each of their respective members, officers, directors, shareholders, partners, delegates, assignees, employees, and agents from any and all Claims, to the extent that any such Claim is caused by the negligence or willful misconduct of Streamline. Streamline will indemnify and hold harmless, including the costs of defense, the Declarant Owner and each of its respective members, officers, directors, shareholders, partners, delegates, assignees, employees, and agents from any and all Claims for liabilities, losses, costs, expenses (including reasonable attorneys' fees), damages, liens, or injuries arising out of or related to this Agreement, including any associated provisions of the Declaration. This indemnity extends to claims by Unit owners, related parties, or the Association. This indemnity further includes any claims, liabilities, losses, costs, expenses, damages, liens, or injuries arising out of or related to any noncompliance of the provisions of this Agreement and associated provisions of the Declaration with the Florida Condominium Act (Chapter 718), and any other applicable law or regulation. This indemnity shall include a duty to defend and payment of the cost of defense. The Declarant Owner shall have the right to select its own counsel for defense. Declarant Owner is a third-party beneficiary of this provision, and it cannot be amended without the Declarant Owner's consent. This indemnity shall survive termination of this Agreement.

(c) Streamline's Insurance. Streamline shall maintain in full force and effect at all times commercial liability insurance in the aggregate amount of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, and worker's compensation insurance with respect to its employees in such amounts and forms as may be required by law.

(d) Association Insurance. The Association shall maintain in full force and effect at all times:

(i) A general liability insurance policy in the aggregate amount of at least One Million Dollars (\$1,000,000.00) and casualty and property damage insurance as required by the Declaration, each of which shall provide that Streamline is an insured;

(ii) A directors and officers liability insurance policy which provides coverage for errors, misstatements, misleading statements, acts, omissions, neglect, or breach of duty committed or attempted, or allegedly committed or attempted, by the insured organization (which includes both the Association and Streamline) or by one or more insured persons (which includes any director, officer or employee of the Association or Streamline as related to the

performance of services on behalf of the Association); and

(iii) A crime fidelity insurance policy naming Streamline as an insured and covering the dishonest acts of all of its employees, which policy will, at a minimum, comply with the following: (A) the insurance carrier shall be licensed and authorized by the Florida Division of Insurance to write policies of crime fidelity insurance in the State of Florida and is in conformance with all Florida statutes; (B) the insurance carrier shall maintain an A.M. best rating of "A-" or better; (C) coverage shall be not be less in aggregate than two (2) months of current assessments as calculated from the current budget of the Association, or such higher amount as required by the Declaration or Association Bylaws (costs of investigations must be outside of these limits and subject to their own per-claim and aggregate limits); (D) payment of claims by the provider will be on a first dollar basis and the provider will look to the insured for payment of any deductible; and (E) the coverage shall contain a deductible no greater than one (1) percentage point of the total face amount of the policy.

13. Right of Access. The Association hereby grants to Streamline (and any subcontractor or delegate of Streamline) the right of access and use of all portions of the Resort, and Streamline (and any subcontractor or delegate of Streamline) will have the benefit of and all rights to easements and licenses granted or reserved to the Association in the Governing Documents, the Act, or otherwise, all to facilitate the performance of the Services described in this Agreement.

14. Rights of Streamline. The Association acknowledges that Streamline shall offer services to Unit Owners and their lessees, guests and invitees, including, without limitation, rental management services, lawn services, maintenance and other services, pursuant to agreements or sales outside of the terms of this Agreement.

15. Default and Arbitration.

(a) If either the Association or Streamline shall neglect or fail to perform or observe any of the covenants herein contained, the non-defaulting Party shall provide written notice specifying such neglect or failure, providing a cure period of three (3) days for monetary defaults and thirty (30) days for non-monetary defaults to remedy the default. The defaulting Party shall commence efforts to remedy such default within the specified period and such efforts shall proceed with reasonable diligence thereafter to cure the default. Failure to timely cure such default shall grant to the non-defaulting Party the right of immediate termination of this Agreement by written notice to the defaulting Party, together with the right to assert a claim for direct damages. To the fullest extent permitted by law, neither the Association nor Streamline shall be liable to the other for any punitive, exemplary or consequential damages, including, without limitation, lost or anticipated revenues or profits, and each Party hereby waives the right to receive same. Notwithstanding the foregoing, the entering of an order, judgment or decree by any court of competent jurisdiction adjudicating either Party as bankrupt or insolvent, or approving a petition seeking reorganization, or appointing a receiver, trustee, or liquidator of all, or a substantial part of such Party's assets, and such order, judgment or decree's continuing unstayed and in effect for any period of ninety (90) days or more shall be grounds for immediate termination of this Agreement by the other Party.

(b) Except with respect to a claim for injunctive or other equitable relief, the Parties agree to resolve any dispute arising out of or in connection with this Agreement by arbitration in Marion County, Florida, to be conducted by a single arbitrator selected by mutual agreement of the Parties, or appointed by the American Arbitration Association if the Parties cannot agree on an arbitrator, and conducted in accordance with the rules and procedures of the American Arbitration Association. In any dispute that is submitted to arbitration, the Prevailing Party will be entitled to reasonable attorneys' fees and costs. The "Prevailing Party" shall be defined as the Party in whose favor a final, binding judgment is rendered with respect to the claims asserted, whether affirmatively or by means of a successful defense.

16. Obligations Upon Expiration/Termination. Upon the expiration or termination of this Agreement for any reason, Streamline shall promptly deliver to the Association:

a) All funds of the Association held by Streamline and all account numbers, banking information and records, and such executed agreements and releases relating to the transfer of accounts and assignment or conclusion of contractual obligations as may be required by the Association;

b) All personal property and effects belonging to the Association, including without limitation all keys, property, equipment, supplies, contracts, books and records furnished by or on behalf of the Association, drawings, executed leases, insurance policies, receipts for deposits and payments, unpaid bills and correspondence in Streamline's possession at the time of termination and all other papers or documents pertaining to the Resort which properly belong to the Association. Streamline shall be allowed to retain originals or copies of books and records only as required to comply with applicable law.

17. Miscellaneous.

(a) Independent Contractor Status. In taking any action pursuant to this Agreement, Streamline will be acting as an independent contractor for the Association, subject to the conditions and limitations hereunder, and nothing contained in this Agreement will be construed to create a partnership or joint venture between the Association and Streamline. All debts and liabilities to third persons incurred by Streamline in the performance of the Services pursuant to the terms of this Agreement shall be the debts and liabilities of the Association only, and Streamline shall not be personally liable for any such debts or liabilities.

(b) Assignment and Delegation.

(i) This Agreement may not be assigned or wholly delegated by Streamline without the prior written consent of Association, which will be at the sole discretion of the Association; provided, however, Streamline may assign this Agreement to an affiliate of Streamline upon notice to the Association. A Change of Control" will be considered to be an assignment of this Agreement for such purposes. "Change-in-Control" means (i) any individual, entity or group (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934) (a "Person") acquires beneficial ownership, directly or indirectly (within the meaning of Rule 13d-3 promulgated under the Exchange Act) (a "Beneficial Association"), of more than fifty percent of the combined voting power of the then issued and outstanding membership interests of, or the

voting common stock of, Streamline (the "Voting Stock"), (ii) the occurrence of a merger, consolidation, reorganization, share exchange or similar corporate transaction, whether or not Streamline is the surviving entity, other than a transaction which would result in the Voting Stock outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent of the voting stock of Streamline or such surviving entity immediately after such transaction, or (iii) the sale, transfer or disposition of all or substantially all of the business and assets of Streamline to any Person. Upon any such assignment, Streamline will be relieved of its responsibilities under this Agreement from and after the date of such assignment.

(ii) Upon notice to and approval by the Association, Streamline may delegate any or all of its authority under this Agreement and may subcontract for Services to be provided under this Agreement; provided that Streamline retains direct supervision and oversight of the delegee or subcontractor providing Services of Streamline hereunder.

(c) Amendment. This Agreement may be amended only by a written document signed by an officer of the Association and by an officer of Streamline.

(d) Notices. When either Party hereto desires to or is required to give notice to the other in connection with and according to the terms of this Agreement, such notice shall be given to the Association and Streamline as follows:

To The Association:
Champions Run Luxury RV Resort Condominium Association, Inc
Attn: Tristan Farrell
(address) 755 Old Peachtre Rd. NW, Suwanee GA 30024
Email: tfarrell@rocklynccap.com

To The Declarant Owner:
Champions Run Land Asset, LLC
Attn: Tristan Farrell
(address) 755 Old Peachtre Rd. NW, Suwanee GA 30024
Email: tfarrell@rocklynccap.com

With a copy to:
Bloom Parham, LLC
997 Ponce de Leon Avenue
Atlanta, GA 30306
Attn: Joe Ferguson
Email: jferguson@bloom-law.com

To Streamline:
c/o Champions Run Resort Management, LLC
Attn: Logan Shortridge
200 North Harbor Placed, Ste. G

Davidson, NC 28036
Email: Logan@premierland.com

With a copy to:
Ryan P. Hoffman
Alexander Ricks PLLC
1420 E. 7th Street, Suite 100
Charlotte, NC 28204
Email: ryan@alexanderricks.com

or to such other address as either party shall indicate to the other in accordance with the provisions of this Section.

All notices required or permitted by this Agreement shall be in writing and shall be sent by registered or certified United States mail, postage prepaid, and shall be deemed effective on the date set forth on the receipt of registered or certified mail, or on the third day after mailing, whichever is earlier. Either Party to this Agreement may change its address by giving the other Party written notice of its new address as herein provided.

(e) Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements between the Parties.

(f) Binding Effect. This Agreement will inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns.

(g) Headings, Headings to the various sections of this Agreement are used for convenience only and will in no way be used to determine the purpose and intent of this Agreement.

(h) No Waiver. Waiver by either Party of any right under this Agreement will not constitute a continuing waiver of the same or any other right.

(j) Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions of this Agreement will remain valid and enforceable.

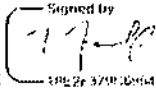
(k) Governing Law. This Agreement will be governed by the laws of Florida.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSOCIATION:

Champions Run Land Asset, LLC as organizer of Champions Run
Luxury RV Resort Condominium Association, Inc.,
a Florida nonprofit corporation

Signed by

By: _____
Name: Tristan Farrell
Title: Authorized Signatory

DECLARANT OWNER

Champions Run Land Asset, LLC
a Florida limited liability company

Signed by

By: _____
Name: Tristan Farrell
Title: Authorized Signatory

STREAMLINE:

SREAMLINE MANAGEMENT SOLUTIONS, LLC,
a Tennessee limited liability company

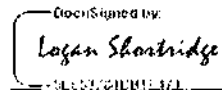
DocuSigned by:

By: _____
Name: Logan Shortridge
Title: Authorized Member

EXHIBIT "A"
Information to be provided to Streamline by Declarant Owner

1. Operational guidelines for the Resort.
2. Staff salaries, wages, and hourly pay status for the last five (5) years.
3. Login information for any software related in any way to managing the Resort.
4. Information related to data migration needs including, but not limited to, information for future reservations and information for reservations made in the past five (5) years including names and contact information for renters.
5. Annual financials for the last five (5) years.
6. Access to marketing assets and contacts for the following:
 - a. Billboards
 - b. Social media pages
 - c. Web domains
 - d. Websites
 - e. URL control
 - f. Backlinks
 - g. Pre-paid advertising records to vendors
 - h. Ongoing marketing relationships
 - i. Retail assets
 - j. POS system access (vendor contacts and costs)
7. Documentation showing rental rates and terms for the past five (5) years
8. Any and all contractors or documents evidencing an obligation related to the management of the Resort for goods or services provided in the past or to be provided in the future including, but not limited to, contractors for landscaping, pool maintenance, amenity maintenance, cleaning services, etc.