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DECLARATION OF CONDOMINIUM

FOR

EAGLE TREE CONDOMINIUM

PALM BEACH COUNTY, FLORIDA

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DECLARATION OF CONDOMINIUM

OF

EAGLE TREE CONDOMINIUM

The undersigned, RBF, LLC, a Delaware limited liability company, whose address is c/o Golden Bear International, Inc., 11780 US Highway #1, North Palm Beach, Florida 33408 ("Developer"), being the owner of fee simple title of record to those certain lands located and situate in Palm Beach County, Florida, and more particularly described hereinafter, does hereby submit fee simple title to the property described in Section 1.2 of Article I below together with the improvements thereon to the condominium form of ownership in accordance with the provisions of Chapter 718, Florida Statutes, and the following provisions:

ARTICLE I NAME, LEGAL DESCRIPTION AND VACATION PLAN

- 1.1 Name. The name by which this condominium is to be identified is Eagle Tree Condominium (the "Condominium").
- Legal Description. The property that is hereby submitted to the condominium form of ownership under this Declaration of Condominium consists of that parcel of land being all of tract "E" and "R-3", Ritz-Carlton Golf Club & Spa, Jupiter, a P.U.D., as recorded in Plat Book 93, Pages 171 through 192, Public Records of Palm Beach County, Florida, containing 4.187 acres or 182,379 square feet more or less that is more particularly described as Phase 1 in Exhibit "A" attached hereto and by this reference made a part hereof, together with and/or subject to those easements more specifically described in Article IV herein and/or described on attached Exhibit "A." No other phases are being submitted to the condominium form of ownership at this time.

1.3 <u>CLUB HOME INTEREST OWNERSHIP PLAN.</u>

TIMESHARE ESTATES (DEFINED HEREIN AND COMMONLY REFERRED TO AS "CLUB HOME INTERESTS") MAY BE CREATED WITH RESPECT TO UNITS (OR CLUB HOMES, AS UNITS ARE DEFINED HEREIN) IN THE CONDOMINIUM, WHICH, IF CREATED, MAY BE COMMONLY REFERRED TO BY THE DEVELOPER AS "THE RITZ-CARLTON CLUB, JUPITER". THE CONDOMINIUM SHALL BE COMMONLY REFERRED TO BY THE DEVELOPER AS THE "CLUB HOMES AT EAGLE TREE."

THE DEGREE, QUANTITY, NATURE AND EXTENT OF THE CLUB HOME INTERESTS AND THE VACATION PLAN OR CLUB COMPRISED OF SUCH CLUB

HOME INTERESTS AS MAY BE CREATED ARE HEREINAFTER DEFINED AND DESCRIBED IN DETAIL. THE DEVELOPER RESERVES THE RIGHT TO MODIFY THE NUMBER OF CLUB HOME INTERESTS THAT MAY BE CREATED WITH RESPECT TO THE CLUB HOMES IN THE CONDOMINIUM, IN ANY EXISTING OR FUTURE PHASE, AND TO CHANGE THE PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND COMMON SURPLUS APPURTENANT TO EACH CLUB HOME INTEREST ACCORDINGLY.

ARTICLE II DEFINITIONS

The terms used in this Declaration of Condominium and in its exhibits, including the Articles of Incorporation and Bylaws of the Association, shall be defined in accordance with the provisions of Chapter 718, <u>Florida Statutes</u> and Chapter 721, <u>Florida Statutes</u> and as follows unless the context otherwise requires:

- 2.1 Ad Valorem Taxes shall mean those property taxes assessed against the Club Homes and Club Home Interests and their respective undivided interests in the Common Elements by Palm Beach County, Florida. The Managing Entity shall serve as the agent of the Owners of Club Home Interests for the purpose of collection and remittance of Ad Valorem Taxes as provided in Section 192.037, Florida Statutes.
- 2.2 <u>Affiliation Agreement</u> shall mean the agreement among the Developer, the Association, the Program Manager and the Club Manager which provides Members with the right to make reservations for use of a Club Home pursuant to an Allocation or otherwise make use of a Club Home at the Club or other Member Club and to otherwise participate in the Membership Program benefits. The Affiliation Agreement is an appurtenance to the ownership of a Club Home Interest. A copy of the Club's Affiliation Agreement is attached hereto as Exhibit "F" and incorporated herein by reference.
- Allocation shall mean those periods of time allocated to each Club Member as designated in the deed or other instrument of conveyance. Each 1/8th interest shall carry with it an Allocation consisting of the rights to the use, occupancy and possession of a Club Home for thirty-five (35) days in accordance with the Club Home Documents and Membership Program Documents. Initially, each Allocation shall be identified by a Club Home Interest number that identifies the specific Use Periods per year for each Club Home Interest as set forth on the Membership Calendar. An Allocation may also be identified by a specific week number, a specific number of weeks, a type of week (whether fixed, floating, holiday or otherwise), by specific seasons or by any other method, formula or description established in the deed of conveyance, in the Club Home Documents or in the Membership Program Documents. Allocated Use Periods may be fixed time periods, floating time periods that require the Owner to reserve use in accordance with procedures adopted by the Association, time periods that are related to holidays or time periods that rotate periodically on a predetermined calendar or schedule. Use of Allocated Use Periods may be subject to compliance with reservation

procedures adopted by the Board of Directors. Developer reserves the right, for as long as it owns Club Homes or Club Home Interests therein, to change the method of identification of each Allocation.

- 2.4 Articles of Incorporation shall mean the Articles of Incorporation of the Association, as they may be amended from time to time. A copy of the present Articles of Incorporation are attached hereto as Exhibit "B" and incorporated herein by reference.
- 2.5 <u>Assessment(s)</u> shall mean the assessment(s) paid by the Members pursuant to Article VIII below.
- Associated Club shall mean those locations for which the Program Manager has determined that membership in the Membership Program should be made available to owners or members at such club locations on a voluntary basis in accordance with such terms and conditions as may be determined by the Program Manager from time to time. For locations in which membership may only be a condition of ownership of some Club Home Interests and not others, the term "Associated Club" shall only be deemed to refer to those Club Homes for which membership in the Membership Program is not mandatory.
- Association, Inc., a Florida not-for-profit corporation, and its successors, which is the association of all Owners of Club Homes and/or Club Home Interests in the Condominium, including the Developer as the Owner of all unsold Club Homes and Club Home Interests, and which Association is responsible for the operation of the Condominium and the Club, including, but not limited to, Common Elements, Limited Common Elements, and Association Property. The Association, together with the Management Company, is the managing entity (the "Managing Entity"), as said term is defined at Section 721.05(20), Florida Statutes, of the Vacation Plan.
- 2.8 <u>Association Property</u> shall mean all real and personal property owned or leased by the Association from time to time for the use and benefit of Owners.
- 2.9 <u>Board or Board of Directors</u> shall mean the Board of Directors of the Association as it may exist and be constituted from time to time.
- 2.10 Bylaws shall mean the Bylaws of the Association, as they may be amended from time to time. A copy of the present Bylaws are attached hereto as Exhibit "C" and are incorporated herein by reference.
- 2.11 <u>Calendar</u> shall mean the calendar promulgated by the Program Manager and made available to Members, which shall at all times establish the dates of each Allocation at least five (5) years into the future.
- 2.12 <u>Chapter 718</u> shall mean the provisions of Chapter 718, <u>Florida Statutes</u>, as the same is constituted on the date of the recording of this Declaration of Condominium.

- 2.13 <u>Chapter 721</u> shall mean the provisions of Chapter 721, <u>Florida Statutes</u>, as the same is constituted on the date of the recording of this Declaration of Condominium.
- 2.14 <u>Club</u> or <u>The Club</u> shall mean the Club Home Interests and Common Elements subject to this Declaration and in which Members own Club Home Interests and are affiliated with the Membership Program on a mandatory basis by virtue of ownership of their Club Home Interest.
- 2.15 <u>Club Home</u> shall mean a Unit created by this Declaration and committed to the Club pursuant to the process described at Section 5.4 of Article V hereinbelow, together with a proportionate undivided share in the Common Elements, Limited Common Elements and the Common Surplus which are appurtenant thereto, and together with those appurtenances described in this Declaration, and particularly the use rights of Members in the Membership Program including the use of accommodations in one or more of the other locations pursuant to the Affiliation Agreement and Reservation Procedures. The term "Club Home" used herein shall equate to the term "Residence," which is used in other of the Club Home Documents.
- 2.16 <u>Club Home Interest</u> shall mean an undivided, fee ownership interest (expressed as a fraction) as tenant-in-common in a Club Home (pursuant to the definition of a timeshare estate in Section 721.05(32), <u>Florida Statutes</u>), created by the Developer pursuant to this Declaration, together with a proportionate undivided share in the Common Elements, Limited Common Elements, the Common Surplus which are appurtenant thereto and those other appurtenances described in this Declaration. The term "Club Home Interest" used herein shall equate to the term "Residence Interest," which is used in other of the Club Home Documents.
- 2.17 <u>Club Home Type</u> shall mean either a two-bedroom or four-bedroom Club Home, or any subsequent bedroom type determined by the Developer in the future, e.g., a three-bedroom type.
- 2.18 <u>Club Manager</u> shall mean a company organized for or experienced in hospitality management authorized to do business in the State of Florida, or its assignee, pursuant to a management agreement, who shall be designated by the Developer to manage the Club.
- 2.19 <u>Common Elements</u> shall mean all the portions of the Condominium not included within the Units.
- 2.20 <u>Common Expenses</u> shall mean collectively Condominium Common Expenses, Club Common Expenses, and/or Reservation System Expenses, as applicable. For Club Home Interests, such Common Expenses are sometimes referred to as "Club Dues," and the annual budget of Common Expenses of the Association is sometimes referred to as a "Budget of Club Dues".
- 2.21 <u>Common Surplus</u> shall mean any excess of all receipts of the Association over the amount of the Common Expenses.

2.22 <u>Condominium</u> shall mean Eagle Tree Condominium and represents that form of ownership of real property created pursuant to Chapter 718 and this Declaration of Condominium by which Units and Club Homes are owned by Owners and in which there is, appurtenant to each Unit and Club Home, an undivided share in Common Elements.

2.23 Condominium Common Expenses shall mean and include:

- (a) Expenses of administration and management of the Condominium Property, and of the Association, including, but not limited to, compensation paid by the Association to a manager, accountant, attorney, or other employee or independent contractor.
- (b) Expenses of maintenance, operation, repair and replacement of the Common Elements and Limited Common Elements, as well as all other costs and expenses properly incurred by the Association, such as expenses relating to membership by the Owners in the Master Association, if applicable.
- (c) Expenses declared Condominium Common Expenses by the provisions of the Condominium Documents or Chapter 718.
 - (d) Any valid charge against the Condominium Property as a whole.
- (e) All costs and expenses incurred by the Association in connection with regulatory compliance.
- (f) All reserves for replacement and maintenance of the Condominium Property as required by Chapters 718 and 721.
 - (g) Any taxes assessed against the Association Property.
- (h) Property, flood and/or liability insurance on the Condominium Property, Association Property, Common Elements and Limited Common Elements.
- (i) Any other expenses incurred in the normal operation and maintenance of the Units and the Common Elements and Limited Common Elements which cannot be attributed to a particular Owner.
- 2.24 <u>Condominium Documents or Club Home Documents</u> shall mean and include this Declaration of Condominium, together with all Exhibits attached hereto, and all other documents expressly incorporated herein by reference, as the same may be amended from time to time.
- 2.25 <u>Condominium Property</u> shall mean and include the lands, leaseholds, easements and personal property that are subjected to condominium ownership from time to time as part of

this Condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with this Condominium.

- 2.26 <u>Condominium Rules and Regulations</u> shall mean and refer to the rules and regulations concerning the use of Condominium Property as may be promulgated and amended from time to time in the manner provided for in the Bylaws.
- 2.27 Day shall mean a period of time associated with the use of a Club Home. Days shall measure the period of occupancy assigned to a Member for use of a Club Home pursuant to the Reservation Procedures or the Procedures for Reserving Usage, as applicable.
- 2.28 <u>Declaration of Condominium</u> or <u>Declaration</u> shall mean this Declaration of Condominium of Eagle Tree Condominium, as it may lawfully be amended from time to time, pursuant to the provisions hereof.
- 2.29 <u>Developer</u> shall mean RBF, LLC, a Delaware limited liability company, its successors and assigns. No party other than RBF, LLC shall exercise the rights and privileges reserved herein to the Developer unless such party shall receive and record in the Public Records of Palm Beach County, Florida, a written assignment from RBF, LLC of all or a portion of such rights and privileges.
- 2.30 <u>Disclosure Guide</u> shall mean the exchange disclosure statement developed by the Program Manager pursuant to Chapter 721, which contains the rules of the Membership Program as an exhibit thereto.
- 2.31 <u>Limited Common Elements</u> shall mean and include those Common Elements designated as such with the designation "L.C.E." on Exhibit "A" attached hereto and further described in Section 5.2 of Article V below which may be reserved for the use of the occupant(s) or the Owner or Owners, Owner's or Owners' lessees or invitees of a certain Unit or class of Units to the exclusion of other Units or class of Units.
- 2.32 <u>Management Agreement</u> shall mean the agreement between the Association and the Management Company, or any successor to it, which allocates the parties' respective duties and obligations regarding the on-going management of the Condominium and the Vacation Plan.
- 2.33 <u>Management Company</u> shall mean Ritz-Carlton Management Company, L.L.C., a Delaware limited liability company authorized to do business in the State of Florida, or any subsequent natural person or legal entity engaged to manage the Condominium, pursuant to a Management Agreement. The Management Company, together with the Association, is the managing entity ("Managing Entity") of the Vacation Plan as such term is defined under Chapter 721.

- 2.34 <u>Master Association</u> shall mean Eagle Tree Property Owners' Association, Inc., a not-for-profit corporation created pursuant to Chapter 720, <u>Florida Statutes</u>, in accordance with the Master Association Documents.
- 2.35 <u>Master Association Documents</u> shall mean the Master Declaration and the articles of incorporation and bylaws of the Master Association, and any procedures, rules and regulations and policies adopted under such documents by the Master Association.
- 2.36 <u>Master Declaration</u> shall mean the Master Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Tree at Jupiter, recorded or to be recorded among the Public Records of Palm Beach County, Florida, as may be amended and supplemented from time to time.
- 2.37 <u>Member</u> shall mean the Owner vested with legal title to a Club Home Interest and who, by virtue thereof, has membership privileges in the Membership Program on a mandatory basis.
- 2.38 <u>Member Club</u> shall mean those locations including the subject Club which become affiliated with the Membership Program from time to time pursuant to an agreement similar to the Affiliation Agreement or otherwise, and for which membership in the Membership Program is a mandatory obligation of ownership of a Club Home Interest. For locations where membership in the Membership Program may only be a condition of ownership of Club Home Interests in some Club Homes, the term "Member Club" shall only be deemed to refer to such Club Homes or Club Home Interests.
- 2.39 <u>Membership Program</u> shall mean The Ritz-Carlton Club program benefits and services created and operated by the Program Manager as they may exist from time to time, which Members participate in by virtue of ownership of a Club Home Interest or by other means established by the Program Manager, e.g., the benefits and services made available to associate Members. The Membership Program is considered a Vacation Club in accordance with Part II of Chapter 721, whereby an Owner receives a Club Home Interest in a Club Home together with the right to compete with other Members who own similar Club Home Interests in the Condominium or accommodation in a Member Club for so long as the Condominium (or Club Homes therein) remains a Member Club, pursuant to Chapter 721 and in accordance with the provisions of the Affiliation Agreement and other Membership Program Documents.
- 2.40 <u>Membership Program Documents</u> shall mean the Affiliation Agreement, the Reservation Procedures, the Disclosure Guide and any other documents governing the use and operation of the Membership Program, as may be amended from time to time.
- 2.41 <u>Membership Program Dues</u> shall consist of the costs and expenses of the Membership Program that are assessable each calendar year and become common charges to the Association and as Common Expenses of those owning Club Home Interests.

- 2.42 <u>Mortgagee</u> shall mean the Developer (and any successor in interest to the Developer as to a purchase-money mortgage), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), or any trust, savings and loan association, credit union, mortgage company, bank, insurance company, or commercial loan company, to the extent that any of the same hold a first mortgage encumbering any Club Home or any Club Home Interest.
- 2.43 Owner shall mean, in the case of the Condominium, the owner of a Unit or, in the case of the Club, the owner of a Club Home Interest. In the case of the Club, the Owner of a Club Home Interest shall also be known as a "Member." Unless the context or the specific language herein clearly indicates otherwise, Owner includes all types of aforedescribed Owners.
- 2.44 <u>Procedures for Reserving Usage</u> shall mean the rules and regulations governing the reservation and use of Club Homes by Members to be promulgated by either (i) the Association in the event the Affiliation Agreement is terminated and membership in the Membership Program pursuant to Section 6.4 of Article VI below is no longer an appurtenance to ownership of a Club Home Interest and (ii) the Developer in the event it intends to offer Club Homes for sale without membership in the Membership Program as an appurtenance.
- 2.45 <u>Program Manager</u> shall mean the person who manages and operates the Membership Program. The Program Manager shall be an exchange company registered pursuant to Section 721.18, <u>Florida Statutes</u>.
- 2.46 <u>Registered Agent</u> shall mean The Prentice-Hall Corporation System, Inc., or any other agent subsequently designated by the Association, that has been duly appointed by an Owner under Section 721.84, <u>Florida Statutes</u> for the purpose of accepting all notices and service of process pursuant to Section 8 of Article VIII hereinbelow.
- 2.47 Reservation Procedures shall mean the procedures governing the reservation and use of Club Home Interests in the Club and the residences and facilities at other locations within the Membership Program which rules and regulations have been promulgated, adopted and/or amended from time to time by the Program Manager. A copy of the present Reservation Procedures is attached hereto as Exhibit "E" and is incorporated herein by reference.
- 2.48 <u>Reservation System Expenses</u> shall include all costs and fees relating to the operation of the reservation system pursuant to which Members who own Club Home Interests may reserve use and occupancy of a Club Home in accordance with the Reservation Procedures.
- 2.49 <u>Reserved Allocation</u> shall mean the portion of the Allocation as established in the Reservation Procedures or other Condominium Documents, for which a Member is assigned usage of a specific Club Home or a specific type of Club Home during a specific period or periods of time each year pursuant to the Calendar for a given location.

- 2.50 <u>Unit</u> shall mean that part of the Condominium Property which is subject to exclusive ownership by one or more persons, as described at Article V of this Declaration of Condominium.
- 2.51 <u>Use Period</u> shall mean the days of use per year allotted to each Member in one or more Club Homes as controlled by the Reservation Procedures.
- 2.52 <u>Utility Services</u> shall mean and include, but not be limited to, electric power, water, garbage and sewage disposal and telephone service, and all other public service and convenience facilities.
- 2.53 <u>Vacation Plan</u> or <u>Component Site Vacation Plan</u> or <u>Plan</u> shall mean the plan defined and regulated under Chapter 721 whereby Units, or fractional interests therein, are conveyed with usage and occupancy of such Units revolving amongst different persons. The Plan is also referred to as the "Club" or sometimes by the Developer more specifically as "The Ritz-Carlton Club, Jupiter."
- 2.54 <u>Vacation Plan Common Expenses</u> or <u>Component Site Vacation Plan Common Expenses</u> or <u>Club Common Expenses</u> shall mean and include:
 - (a) Condominium Common Expenses;
- (b) Repair and maintenance of the interior of a Club Home for normal wear and tear;
- (c) Repair and replacement of furniture, fixtures, appliances and carpeting of Club Homes, and deferred maintenance and replacement reserves for the same;
 - (d) Insurance coverage relating to the interior of any Club Home;
 - (e) Utility Services for the Club Homes;
- (f) Any other expenses incurred in the normal operation and maintenance of the Club Homes which cannot be attributed to a particular Member;
 - (g) Membership Program Dues;
 - (h) Expenses declared Vacation Plan Common Expenses by Chapter 721.

Uncollected Ad Valorem Taxes assessed against each Club Home shall be treated as Vacation Plan Common Expenses so long as Section 192.037, <u>Florida Statutes</u>, as amended or superceded, prohibits the county tax collector from collecting less than the entire amount of Ad Valorem Taxes assessed against the parcel of assessment from the Managing Entity.

ARTICLE III EXHIBITS

The Exhibits referred to in this Declaration of Condominium shall include the following:

- 3.1 Exhibit A. Condominium Drawings. A legal description of Phase 1 and a survey of the land in Phase 1 of the Condominium committed to the condominium form of ownership pursuant to this Declaration of Condominium, together with a graphic description of the Club Homes located therein in a plot plan which, together with this Declaration of Condominium, are of sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions. Each Unit shall be identified by a number so that no Unit bears the same designation as any other Unit. In the event this Declaration of Condominium is recorded prior to completion of construction of all Club Homes and improvements contained in Phase 1, or an amendment to this Declaration of Condominium is recorded adding a subsequent phase to the Condominium prior to completion of construction of all Units and improvements contained in such subsequent phase, upon completion of such construction, an amendment to this Declaration of Condominium shall be recorded which contains a survey showing the location of all promised improvements "as-built," together with a Certificate of Surveyor attesting to the completion of construction as required by Section 718.104(4)(e), Florida Statutes.
 - 3.2 Exhibit B. The Articles of Incorporation of the Association
 - 3.3 Exhibit C. The Bylaws of the Association
 - 3.4 Exhibit D. Percentage Interest in Common Elements
 - 3.5 Exhibit E. Reservation Procedures
 - 3.6 Exhibit F. Affiliation Agreement
 - 3.7 Exhibit G. Calendar

ARTICLE IV EASEMENTS

The following easements are hereby expressly reserved or have been granted:

- 4.1 <u>General Easements</u>. Non-exclusive easements over, across and under the Condominium Property are expressly provided for and reserved in favor of the Developer and the Owners, and their respective lessees, guests and invitees, as follows:
- (a) <u>Utilities</u>. Easements are reserved over, across and under the Condominium Property as may be required for Utility Services in order to adequately serve the Condominium or properties located adjacent to the Condominium which are owned or operated

by Developer (or any successors or assigns of the Developer such as the Master Association) or an affiliate of Developer, including, but not limited to, easements for the purpose of allowing such access rights as are necessary to utilize and service any lift station or utility transformer boxes located within the Condominium Property.

- (b) <u>Encroachments</u>. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to permit such encroachment so long as the same shall exist.
- (c) Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, and/or other portions of the Common Elements as may be from time to time intended and designated for such purpose and use, for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, and for vehicular parking on such portions of the Common Elements as may from time to time be paved, intended and designated for such purposes. The aforedescribed easements shall be for the use and benefit of the Owners within the Condominium and the Developer, and those claiming by, through or under the aforesaid; provided, however, that nothing herein shall be construed to give or create in any person the right to park any vehicle upon any portion of the Condominium Property, except to the extent that space may be specifically designated and assigned for parking purposes. In addition, further easements shall exist for ingress and egress over such streets, walks and other rights of way serving the Units as shall be necessary to provide for reasonable access to the public ways.
- 4.2 <u>Association Easements</u>. Except as limited by Section 718.111(10), <u>Florida Statutes</u>, the Association may grant easements from time to time over the Common Elements.
- 4.3 <u>Developer Easements</u>. The Developer hereby reserves the following exclusive easements and rights to grant easements:
- (a) Marketing, Sales and Rental. The Developer reserves exclusive easement rights over and across the Condominium and Association Property for the purpose of marketing, sales and rental of Units and/or Club Homes at the Condominium and/or at other developments and for the purpose of leasing any Units or Club Homes that have either been or not been declared as part of this Condominium. Lessees of Developer-owned, non-declared Units shall have, for the length of the term of their leases, the same easement rights over and across the Condominium and Association Property and use rights to the recreational areas and facilities of the Condominium, if any, as are reserved for Owners of declared Units.
- (b) Governmental Requirements. The Developer hereby reserves the right to grant such easements, from time to time, as may be required by any government, quasi-government or private agency. Such easements shall specifically include, but not be limited to, any environmental easements required by state or federal environmental agencies, for so long as the Developer holds any interest in any Club Home subject to this Declaration of Condominium.

- (c) <u>Construction Easements</u>. The Developer hereby reserves easement rights over, under and across the Condominium Property as is necessary, from time to time, for the purpose of constructing improvements on the Condominium Property or properties located adjacent to or near the Condominium Property.
- (d) <u>Easement to Master Association Common Elements</u>. Developer reserves for itself and its successors and assigns and hereby grants to the Association the concurrent right to establish from time to time by declaration or otherwise, and/or to convey by license, easement or otherwise to the Master Association, an interest in any portion of the Condominium Property and the Common Elements in order that such portion of the Condominium Property or the Common Elements shall be deemed Common Property (as that term is defined in the Master Declaration) of the Master Association subject to the maintenance and control of the Master Association pursuant to the Master Declaration. In accordance with this easement, Developer hereby grants to the Master Association a non-exclusive easement in and to the common road and sidewalk rights-of-way located within the Condominium Property for the sole purpose of the Master Association's maintenance and repair of such areas.
- (e) Additional Easements. The Developer reserves unto itself, for so long as it holds any interest in any Unit or Club Home or other property located adjacent to or near the Condominium Property, specific easement rights over and across the Condominium Property as it may deem necessary for its use or the use of others whose rights are derived from the Developer (e.g., easements for signage, use of rooftops of buildings for cellular telephone towers or painted advertising) from time to time.
- 4.4 Cross Use Easements Pertaining to Club Homes and Club Home Interests. By virtue of their being subject to the Membership Program, all Club Homes are subject to the following cross use easement rights and Reservation Procedures: In order to maximize the availability of space to fulfill Members' desired use, subject to the provisions of Subsection 13.3 below relating to reservations, all Club Homes shall be available for reservation, occupancy and use (the "Use Right Easement") by Members owning comparable Club Home Interests in the Club in accordance with Reservation Procedures adopted by the Board. Each deed conveying a Club Home Interest shall be deemed to include a reservation of this Use Right Easement benefiting all Members.
- 4.5 Easement for Cleaning and Maintenance. The Association, for itself, successors and assigns, and its and their agents, employees, contractors, subcontractors, and other authorized personnel, shall have the right and is hereby granted, for so long as the Association or its successors and assigns shall be required hereunder to manage and maintain the Club Homes, a non-exclusive easement in, over and through the Common Elements, the Limited Common Elements and the Units for the management, operation, repair and maintenance of the Club Homes and the management and operation of the Club; provided, however, that use of such easement shall not (a) unreasonably interfere with or diminish the rights of Owners or Developer to occupy the Club Homes and to use the common furniture, furnishings, appliances, or other

personal property, or to utilize the Common Elements or the Limited Common Elements appurtenant to such Club Homes; or (b) interfere with the occupancy of Club Homes and the Common Elements by the Developer. In amplification and not in limitation thereof, the Association and its successors and assigns shall have the right, and upon giving reasonable notice if a Club Home is occupied, to enter such Club Home for the purpose of cleaning, maid service, painting, maintenance and repair, and at any reasonably necessary time, whether or not in the presence of the Owner thereof, to enter upon any Club Home for the purpose of (i) making emergency repairs therein, (ii) abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in such Club Home, (iii) protecting property rights and welfare of any Owner, or (iv) for any other purpose reasonably related to the performance by the Association of its duties and obligations under the terms of this Declaration. Such right of entry shall be exercised in such manner as to avoid any unreasonable or unnecessary interference with the possession, use and enjoyment of the rightful occupant of such Club Home and shall be preceded by reasonable notice to such occupant, and to Developer in the event of entry into a Club Home, whenever the circumstances permit.

- 4.6 <u>Clubhouse and Spa Access Easement</u>. The Developer hereby grants to the Association, for the benefit of the Members, non-exclusive easement rights over and across Developer-owned property located adjacent to the Condominium, for the purpose of access to the Golf Course Clubhouse and the Spa for the following purposes: front desk facilities for Members' check-in and check-out; concierge services; storage facilities (as may be made available by Developer), other administrative purposes associated with the Club, and for those Spa related amenities described in Paragraph 6.5 hereof, as well as for the location and operation of PBX telephone equipment for service of the Condominium. While those amenity rights described in Paragraph 6.5 may be modified or terminated by the Developer, this easement may be terminated only upon the approval of the Board of Directors.
- 4.7 <u>Easements for Golf Course</u>. The following easements are hereby granted with regards to The Ritz-Carlton Golf Club (the "Golf Course"), which is located adjacent to certain portions of the Condominium:
- (a) Access for Use of Golf Course. Road and sidewalk rights-of-way located within the Condominium Property shall be burdened with an easement permitting golfers and golf carts reasonable access for the normal use of the Golf Course.
- (b) Errant Golf Balls. The Condominium Property, including Common Elements, shall be burdened with an easement permitting golf balls unintentionally to come upon such areas, and for golfers at reasonable times and in a reasonable manner to come upon the Common Elements, including the exterior portions surrounding the Units, to retrieve errant golf balls; provided, however, if any Unit is fenced or walled, the golfer shall have no right to enter upon such area. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall the Developer, the Association, and its or their Members, employees, officers, directors or representatives, or any builder or contractor

employed by the Developer or the Association to perform services within the Condominium, be liable for any damage or injury resulting from errant golf balls or the exercise of this easement.

- (c) Access for Repair and Maintenance. The owner and operator of the Golf Course, its or their agents, successors and assigns, shall at reasonable times have a right and non-exclusive easement of access and use over and across those portions of the Common Elements reasonably necessary to the operation, maintenance and replacement of the Golf Course.
- (d) <u>Irrigation</u>. Any portion of the Condominium immediately adjacent to the Golf Course is hereby burdened with a non-exclusive easement in favor of the Golf Course for overspray of water from the irrigation system serving the Golf Course. Under no circumstances shall the Association, the Developer or the Golf Course owner or operator be held liable for any damage or injury resulting from such overspray or the exercise of this easement.
- (e) Access for Retrieval from Bodies of Water. The owner and operator of the Golf Course, its or their agents, successors and assigns, shall have a perpetual, non-exclusive access easement over and across the Condominium Property for the purpose of retrieving golf balls from bodies of water within the Common Elements lying reasonably within range of golf balls hit from the Golf Course, if any.
- 4.8 <u>Easements Granted as Master Association Members</u>. Owners shall have those easements and other rights granted to them as Members of the Master Association, including ingress and egress rights over Developer owned property for uninterrupted and contiguous access to and from dedicated public rights of way.
- 4.9 Other Easements. Other easements that may have been granted over the Condominium Property as previously recorded in the public records of Palm Beach County, Florida, including as may be set forth in the Plat of The Ritz-Carlton Golf Club & Spa, Jupiter, a P.U.D., recorded on February 26, 2002 in Plat Book 93, Page 171, Public Records of Palm Beach County, Florida, or as otherwise set forth in the survey contained in Exhibit "A" attached hereto.

ARTICLE V UNITS

- 5.1 <u>Description of Units</u>. Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:
- (a) <u>Upper and Lower Boundaries</u>. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimeter boundaries:
- (1) <u>Upper Boundaries</u>. The imaginary horizontal plane through the highest point of the interior unfinished lower surface of the ceiling of the Unit.

- (2) <u>Lower Boundaries</u>. The imaginary horizontal plane through the lowest point of the interior unfinished upper surface of the floor of the Unit.
- (b) Perimeter Boundaries. The perimeter boundaries of the Unit shall be the imaginary vertical planes along and coincident with the interior unfinished surfaces of perimeter walls, or where no wall exists, an imaginary vertical plane along and coincident with the sides of the perimeter of such Unit. Areas within a Unit containing conduits, wiring, ducts, plumbing, bearing walls, structural supports, and other such items, together with the contents therein, regardless of location, constitute parts of the Common Elements to the exterior undecorated finished surface of said areas.
- 5.2 <u>Limited Common Elements</u>. Limited Common Elements shall be comprised of the patio, one-car garage and plunge pool appurtenant to any Unit and any other area designated as a Limited Common Element with the designation "L.C.E." and /or referenced as such in any Notes shown on attached Exhibit "A". Additionally, for Club Homes, all built-in appliances, wall coverings and floor coverings and fixtures contained within the Club Home shall be Limited Common Elements.
- 5.3 <u>Warranty Limitation</u>. Except for those warranties required by Chapter 718, the Developer does not make any warranty of any kind, express or implied, and the Developer hereby disclaims any such warranties, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, and the Owners and the Association assume all risk and liability resulting from the use of this property.
- 5.4 Commitment of Units to the Club. Units in the Condominium become committed to the Club and thus by definition become a Club Home upon the recording of the first deed in said Unit, conveying a Club Home Interest by the Developer. No Unit may be committed to the Club by any person or entity other than the Developer. A Unit will no longer be committed to the Club any time all Club Home Interests are owned by the same legal person or entity and upon approval by the Developer. All Club Home Interests shall be subject to use based upon the Reservation Procedures. Notwithstanding the above, the Developer may assign its right to commit Units to the Club to any legal person or entity it chooses. At the time one or more Club Home Interests are created which utilize as part of their property descriptions the description of the Unit created pursuant to this Declaration, the status of the Unit as a separate condominium unit shall cease unless and until it is no longer committed to the Club Home Interests as hereinabove described.
- 5.5 Commitment of Units to Other Timeshare/Vacation Plans or Vacation Clubs. No Unit or Club Home shall be contributed or subjected to any timeshare/vacation plan or vacation club as said terms are defined under Chapter 721 other than the subject Club without the prior written consent of the Developer, which consent may be withheld in the Developer's sole discretion.

ARTICLE VI APPURTENANCES

- 6.1 Appurtenant Interests. Each Club Home Interest of the same Club Home Type shall have as an appurtenance thereto that undivided and equal share of the Common Elements and Common Surplus as more specifically described in Exhibit "D" attached hereto and by this reference incorporated herein. The Member owning each Club Home Interest shall be liable for that share of the Common Expenses which equals the percentage interest in the Common Elements and Common Surplus appurtenant to his Club Home Interest. Each Club Home Interest shall also have as an appurtenance thereto a membership in the Membership Program. Each Club Home Interest's share of the Common Expenses, and each Club Home Interest's undivided interest in the Common Elements of the Condominium, shall be equal for each separate Club Home Type and shall be calculated as shown on Exhibit "D."
- 6.2 <u>Partition of Common Elements</u>. The share of the undivided percentage interest in the Common Elements appurtenant to each Club Home and each Club Home Interest shall remain undivided, and no Owner shall bring, or have any right to bring, any action for partition or division of same.
- 6.3 Partition of Club Home, Club Home Interests, or Appurtenance. No action for partition of any Club Home, Club Home Interest or any appurtenance to a Club Home or Club Home Interest shall lie except with respect to the Developer in so far as termination of the Affiliation Agreement may result in termination of the Membership Program as an appurtenance to ownership of Club Home Interests as more specifically set forth in Section 6.4 of Article VI.
- 6.4 The Membership Program. The Club Homes are subject to the Membership Program by means of that certain Affiliation Agreement attached hereto as Exhibit "F." Participation in the Membership Program is an appurtenance to ownership of each Club Home Interest and reservation and occupancy rights of Members are governed by the Membership Program Documents, including the Reservation Procedures.

In the event that the Affiliation Agreement is terminated for any reason or Club Home Interests otherwise cease having membership in the Membership Program as an appurtenance to ownership of a Club Home Interest, then reservation and occupancy rights of Members shall no longer be governed by the Reservation Procedures but rather thereafter by the Procedure for Reserving Usage. Furthermore, as set forth in the Affiliation Agreement, upon the termination of affiliation with the Club, the Association and all Members shall cease using and thereafter abstain from using any and all personal or intellectual property owned by the Program Manager or otherwise related to the Club including, but not limited to, any and all (i) computer hardware and software used for the operation of the Club's reservation and exchange system (except as otherwise set forth in the Affiliation Agreement or required by applicable law) and (ii) use or application of the name or trademarks of The Ritz-Carlton or relating to The Ritz-Carlton Club.

6.5 Spa Facility Amenities. The Developer is the owner of certain property located adjacent to the Condominium upon which the Developer shall construct or is constructing golf club and spa facilities, known as The Ritz-Carlton Golf Club (the "Golf Club") and The Ritz-Carlton Spa (the "Spa"). Membership in the Golf Club and the Spa is private and subject to purchase independent from the purchase and ownership of a Fractional Ownership Interest. During periods of residence at a Club Home, however, Members shall be entitled to use certain of the amenities of the Spa, including the pool(s), tennis courts and fitness facilities, as well as access, on an a la carte basis, to other of the Spa health and beauty services, the restaurant, pool bar and grill, and catering and retail services. Such "in-residence" amenity rights shall vest no right or easement, prescriptive or otherwise, to use the Spa or the Golf Club property, nor shall they grant any ownership or membership interest in the Spa or the Golf Club. The Developer hereby reserves the right to modify the Spa facility amenities available to in-residence Members in its sole discretion from time to time. The Developer further reserves the right to from time to time permit Members who are not in-residence to use the Spa facility amenities on a per diem basis.

ARTICLE VII MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement, shall be as follows:

7.1 <u>Club Homes</u>

- (a) <u>By the Association</u>. Unless caused by the specific abuse of an Owner or any licensee, guest or tenant of an Owner, the Association shall maintain, repair and replace at the Association's expense:
- (1) The interior of each Club Home and all Common Elements and Limited Common Elements except as otherwise provided in the Condominium Documents.
- (2) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services.
- (3) All incidental damage caused to a Club Home by reason of maintenance, repair and replacement accomplished pursuant to the provisions of Section 7.1(a)(1) and (2) above.
- (b) By the Owner. The responsibility of the Owner for maintenance, repair and replacement shall be as follows:
- (1) Except for the interior of a Club Home not committed to the Club, to not paint or otherwise decorate or change the appearance of any Club Home or any portion of the Condominium Property without the prior written approval of the Association.

- (2) To promptly report to the Association through the Club Manager any defect or need for repairs for which the Association is responsible.
- (3) To bear in their entirety any expenses of repairs or replacements to a Club Home or its components, furnishings, carpeting, appliances, or other property, real, personal or mixed, occasioned by the specific use or abuse by any Owner or any licensee, guest or tenant of said Owner.
- Association may enter into such management agreements, from time to time, as it deems necessary to engage the services of a Management Company to carry out all or part of the maintenance and operational duties and obligations of the Association in accordance with this Declaration of Condominium. In the event that the current Management Agreement is terminated, the maintenance duties and other obligations of the Condominium and the Vacation Plan will be the exclusive responsibility of the Association and any subsequent Management Company, if any. In the event there is a concurrent termination of (i) the Affiliation Agreement or (ii) the participation of Members owning Club Home Interests in the Membership Program, all rights of Members and the Association in the Membership Program shall cease in accordance with Section 6.4 of Article VI hereinabove.
- 7.3 Association's Access to Units. The Association has the irrevocable right of access to each Unit, whenever necessary, for maintaining the Condominium Property or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.
- 7.4 <u>Common Elements and Limited Common Elements</u>. The Association shall maintain, repair and replace all Common Elements and Limited Common Elements.

ARTICLE VIII ASSESSMENTS AND COMMON EXPENSES

- 8.1 Membership Program Dues. All fees and costs assessed against the Association or all Members by the Club Manager or Program Manager pursuant to the Membership Program Documents shall constitute Membership Program Dues and shall be part of the Common Expenses. As set forth in Section 6.4 of Article VI above, the Affiliation Agreement (and thus Membership in the Club as a condition of ownership of a Club Home Interest) shall constitute an Appurtenance to each Club Home. Notwithstanding anything contained in this Declaration to the contrary, Common Expenses shall be apportioned only among those who own Club Homes and Club Home Interests in the manner and in such amounts as provided in the Club Home Documents and as may be more fully described in the Membership Program Documents.
- 8.2 <u>Assessments.</u> The mailing and collection of assessments (or "Club Dues" as such term is often utilized instead of the term "assessments" in the context of Club Home Interests) against each Owner for Common Expenses, for the costs or expenses for which an individual

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Owner may be solely responsible pursuant to the terms of the Club Home Documents, and for reserves as may from time to time be established by the Association, shall be pursuant to the Bylaws of the Association, subject to the following provisions:

- Interest: Application of Payments. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate permitted by law from the date when due until paid. In addition to such interest, the Association may charge an administrative late fee on delinquent accounts in the amount of \$25.00 or such other amount as may otherwise be permitted (or not prohibited) by law and/or the Condominium Documents for each delinquent installment that the payment is late. Association is further authorized to utilize the services of a collection agency for collection of delinquent accounts and to charge and impose a lien against the delinquent Owner for such costs in accordance with Chapter 718 and Chapter 721. All payments on accounts shall be first applied to any interest that has accrued, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the assessment payment first due. The Board of Directors shall have the discretion to increase or decrease the amount of the administrative late fee and/or interest rate within the limits imposed by law; provided, however, that such increase or decrease shall be made effective by amending the rules and regulations for the Condominium and notifying the Owners of same by regular mail addressed to each Owner at his last known address. Notwithstanding any provision of this paragraph to the contrary, the Association shall have the right to waive any late fees or interest that accrue as a result of delinquent payment.
- Lien for Assessments. The Association shall have a lien against each Club (b) Home or Club Home Interest, as applicable, for any unpaid assessments and for interest accruing thereon, which lien shall also secure any late charges and reasonable attorneys' fees and costs incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The lien is effective from and after recording a claim of lien in the Public Records of Palm Beach County, Florida stating the legal description of the Club Home or Club Home Interest, as applicable, the name of the Owner of record, the amount claimed to be due and the due dates. The lien shall continue in effect until all sums secured by the lien shall have been fully paid or until such time as is otherwise permitted by law. Such claims of lien shall be signed and verified by an officer of the Association, or by an authorized agent of the Association such as the Club Manager. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at such party's expense. All such liens shall be subordinate to any mortgage recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property, or as otherwise provided by applicable law. The Association may also sue to recover a money judgment for unpaid assessments without thereby waiving any claim of lien.

In the event a Mortgagee shall obtain title to a Club Home or Club Home Interest as a result of the foreclosure of such mortgage, or in the event Marriott International Capital

Corporation, a Delaware corporation ("MICC"), the holder of that certain mortgage (the "MICC Mortgage") entered into between the Developer and MICC and recorded May 7, 2001 in Official Records Book 12526, 1349, Public Records of Palm Beach County, Florida, or its successors or assigns, shall obtain title to a Club Home or Club Home Interest as a result of the foreclosure of the MICC Mortgage, or in the event such Mortgagee or MICC shall obtain title to a Club Home or Club Home Interest as the result of a conveyance in lieu of foreclosure of such mortgage or the MICC Mortgage, neither such Mortgagee or MICC shall not be liable, except to the extent required under Florida law, for that share of the Common Expenses or assessments chargeable to the Club Home or Club Home Interest, or the Owner thereof, which became due prior to the acquisition of title by such Mortgagee or MICC, and any such unpaid share of Common Expenses or assessments chargeable against any such foreclosed Club Home or Club Home Interest or against any Club Home or Club Home Interest transferred in lieu of foreclosure, shall be deemed a Condominium Common Expense to be paid in the same manner as other Condominium Common Expenses by all of the Owners. The rights of MICC under this Declaration shall exist only for so long as the Condominium Property, or any portion thereof, is subject to or encumbered by the MICC Mortgage. All rights granted to MICC hereunder shall automatically terminate upon the recording of a satisfaction or release of mortgage in the Public Records of Palm County, Florida, which releases all or any remaining portion of the Condominium Property from the MICC Mortgage.

Nothing contained herein shall be construed as a modification of any rights or remedies of the Association pursuant to Chapter 718 or Chapter 721, except to the extent that the Condominium Documents allow additional remedies to those expressly set forth in said statute and to the extent that such additional remedies are permitted by said statutes. Any notice of service of process required of the Association to enforce its lien for assessments may be served upon the Registered Agent appointed for such purpose by an Owner pursuant to Section 721.85, Florida Statutes.

- (c) Personal Liability for Unpaid Assessments. Each Owner of a Club Home or Club Home Interest, as applicable, is personally liable for all assessments made against the Club Home or Club Home Interest pursuant to this Declaration of Condominium and Chapter 718 or Chapter 721, and the Association may bring an action for a money judgment against a delinquent Owner to collect all sums due the Association, including interest, late charges, costs and reasonable attorneys' fees. In the event a Club Home or Club Home Interest is owned by more than one person or entity such owners shall be jointly and severally liable for all assessments made against the Club Home or Club Home Interest.
- (d) <u>Payments of Assessments</u>. No Owner may withhold payment of any regular or special assessment or any portion thereof because of any dispute which may exist between that Owner and the Association, the directors of the Association, the Club Manager or the Developer or among any of them, but rather each Owner shall pay all assessments when due pending resolution of any dispute.

- 8.3 <u>Common Surplus</u>. Each Owner shall own a share of the Common Surplus attributable to each Club Home or Club Home Interest owned in accordance with Section 6.1 of Article VI above.
- 8.4 Refunds of Common Surplus. If the Association shall refund all or a portion of any Common Surplus to the Owners for any fiscal year in which the Developer paid any assessment, such refund shall be prorated as of the date of closing of any sale of a Club Home or Club Home Interest upon which the sale was closed by the Developer during such year, and the prorated amount allocable to the period of time of the Developer's ownership shall be refunded directly to the Developer by the Association.
- 8.5 <u>Certificate</u>. Any Owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Club Home or Club Home Interest. The holder of a mortgage or other lien shall have the same right as to any Club Home or Club Home Interest upon which it has a lien. Any person who relies upon such certificate shall be protected thereby.
- 8.6 Appointment of Registered Agent. Each Owner shall, at the direction of the Board, the Club Manager or the Developer, appoint a Registered Agent as permitted under Section 721.84, Florida Statutes, for the purpose of accepting notices and service of process from the Association in its collection of assessments and its enforcement of liens.
- 8.7 <u>Developer's Guarantee</u>. Pursuant to Chapter 721, the Developer guarantees to each Member through the 2003 fiscal year of the Association, that the total annual assessment for Club Home Interest Common Expenses imposed upon Members owning Club Home Interests will not exceed the following:

2-bedroom Club Homes: \$12,204.09 per Club Home Interest 4-bedroom Club Homes: \$13,487.69 per Club Home Interest

exclusive of Ad Valorem Taxes and Membership Program Dues. In consideration of this guarantee, the Developer shall be excused from the payment of its share of the Club Dues which otherwise would have been assessed against its unsold Club Home Interests during the term of the guarantee. As a consequence of this exemption, the Developer shall pay any amount of Common Expenses incurred each year which exceed the total revenues for the Association for such year for so long as the guarantee remains in effect. The Developer reserves the right, but not the obligation, to extend and increase the amount of this guarantee for one or more periods of one year each after the expiration of the initial or any subsequent guarantee period, as permitted by Florida law.

The Developer is not responsible for any short fall in revenues due to non-payment of Club Dues by Members other than Developer. However, should the Developer pay any such short fall, the Association shall assign to the Developer its lien rights over the Club Homes or

Club Home Interests for such Club Dues paid by the Developer as a part of its guarantee hereunder.

ARTICLE IX THE ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

- 9.1 <u>Membership in Association</u>. Membership of each Owner in the Association shall be acquired and the voting rights relating to such membership shall be pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association.
- 9.2 Articles of Incorporation. A copy of the present Articles of Incorporation of the Association, which set forth the Association's powers and duties, are attached hereto as Exhibit "B" and are incorporated herein by reference.
- 9.3 <u>Bylaws</u>. A copy of the present Bylaws of the Association are attached hereto as Exhibit "C" and are incorporated herein by reference.
- 9.4 <u>Limitation Upon Liability of Association</u>. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the Common Elements or other Owners or persons.
- 9.5 Restraint upon Assignment of Shares and Assets. Each Owner's share in the funds and assets of the Association (as well as the Master Association if one is created) cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Club Home or Club Home Interest.
- 9.6 <u>Transfer of Control of Association</u>. Owners other than the Developer shall be entitled to elect members of the Board of Directors at such times as are prescribed by Section 718.301, <u>Florida Statutes</u> and described at Section 19 of Article IV of the Bylaws, as may be amended from time to time.
- 9.7 Operating Agreement. The Association is authorized to contract for management of the Condominium and the Club with any person legally able to provide such service, and to delegate to such person all powers and duties of the Association, except such as are specifically required by the Condominium Documents or applicable law to have approval of the Board of Directors or members of the Association.
- 9.8 <u>Association Operation of Other Condominiums</u>. The Association is specifically empowered to manage, operate and maintain any other separate and independent condominiums

that the Board of Directors shall elect to manage, operate and maintain from time to time in accordance with Chapter 718, this Declaration of Condominium and the Declaration of Condominium of the other separate and independent condominium.

ARTICLE X INSURANCE

and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements to the Condominium, together with such other property insurance as the Association deems necessary in and for the interest of the Association, all Owners and their Mortgagees, as their interests may appear and the premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Owners as a Condominium Common Expense. The Association shall be an insured, individually and as agent for the Owners, without naming them, and as agent for their Mortgagees. Notwithstanding the certain types of insurance and amounts of coverage required to be obtained pursuant to this Article, in obtaining insurance the Board of Directors may consider such factors as availability of types of insurance and the market for insurance premiums in deciding which type of insurance and the amounts of coverage to obtain.

Such policies shall provide that payments for losses thereunder by the insurer shall be made to the insurance trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the insurance trustee. Owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expenses. Insurance policies issued to individual Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without the rights of subrogation against the Association.

10.2 Coverage.

- (a) <u>Casualty</u>. All buildings and improvements upon the Condominium Property, and all Association Property that is real property, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value. Such coverage shall afford protection against:
 - (i) Loss of damage by fire and other hazards covered by a standard extended coverage endorsement; and
 - (ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the Condominium or Association Property, including, but not limited to, vandalism and malicious mischief to the extent such coverages are available at commercially reasonable terms.

All such hazard policies issued to protect Condominium buildings shall provide that the word "building", wherever used in the policy, shall include, but shall not necessarily be limited to, fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as existed at the time the Unit or a Club Home Interest therein was initially conveyed if the original plans and specifications are not available. However, until a Unit becomes a Club Home subject to the Club, and, thereafter, whenever any such Club Home once again becomes a Unit owned by a single Owner or Owners and not subject to the Club, the word "building" shall not include floor coverings, wall coverings or ceiling coverings. Once a Unit becomes a Club Home subject to the Club, then those portions of the building containing such Club Home should become insured such that floor coverings, wall coverings and ceiling coverings are covered by any such policy of insurance. With respect to the coverage provided for by this paragraph, the Owners shall be considered additional insureds as their interests may appear under the policy.

- (b) <u>Public Liability</u>. Public liability insurance shall be obtained for not less than \$10,000,000.00 and with such coverage as shall be required by the Board of Directors, and as is reasonably acceptable to the Developer so long as it owns Club Home Interests or Units, with cross liability and endorsement to cover liabilities of the Owners as a group to an Owner, and to liabilities of one Owner to another Owner.
- the Association, shall obtain or cause to be obtained property and liability insurance, as needed and provided for hereunder in this Section 10.2, on all Club Homes. Each such policy shall reflect the respective interests of the Association, and all Owners of Club Home Interests in each such Club Home. The premiums shall constitute a Vacation Plan Common Expense. All losses thereunder shall be payable to the insurance trustee hereinafter designated. All such proceeds shall be used for the purpose of repair or replacement of any loss, or in the event such loss is not to be repaired or replaced, as determined elsewhere, to be divided among all Owners of Club Home Interests in such Club Home in accordance with their percentage interest in remainder. Any surplus in such proceeds after repair or replacement, shall be divided among all such Owners of Club Home Interests in accordance with Exhibit "D" to this Declaration of Condominium. Deficits shall be treated as a Vacation Plan Common Expense for such Owners.
- (d) <u>Such Other Insurance</u>. Other insurance, including, but not limited to, business interruption insurance and fidelity insurance, shall be obtained as the Board of Directors or appropriate officer of the Association shall determine from time to time desirable, as required by law, or as customarily carried by Management Company.
- 10.3 <u>Premiums</u>. Premiums, expenses, retentions, and deductibles upon insurance policies purchased by the Association shall be paid by the members of the Association as a Condominium Common Expense or Club Common Expense, as appropriate.

- Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the insurance trustee, which shall be designated by the Board of Directors and which, unless otherwise provided by law, may be any bank or trust company in Florida with trust powers, the Club Manager, or the Association itself as agent. 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 purpose elsewhere stated herein and for the benefit of the Owners and their Mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:
- (a) <u>Common Elements</u>. Proceeds on account of damage to Common Elements, an undivided share for each Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Club Home or Club Home Interest.
- (b) <u>Club Homes</u>. Proceeds on account of damage to Club Homes shall be held in the following undivided shares:
- (i) When the Building is to be Restored For the Owners of damaged Club Homes in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Association.
- (ii) When the Building is not to be Restored An undivided share for each Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Club Home.
- (c) Mortgagees. In the event a Mortgagee endorsement has been issued as to a Club Home, whether or not said Club Home is subject to the Club, the share of the Owner shall be held in trust for the Mortgagee and the Owner as their interests may appear; provided, however, that 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 distributions thereof made to the Owner and Mortgagee pursuant to the provisions of this Declaration of Condominium.
- 10.5 <u>Distribution of Proceeds</u>. Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the Owners in the following manner:
- (a) <u>Expense of the Trust</u>. All expenses of the insurance trustee shall be first paid or provision made therefore.

- (b) Reconstruction or Repair. If the damage 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. Any proceeds remaining after defraying such costs shall be distributed to Owners with remittance to Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Club Home and may be enforced by such Mortgagee.
- (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Owners, remittances to Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.
- (d) <u>Certificate</u>. In making distribution to Owners and their Mortgagees, the insurance trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Owners and their respective shares of the distribution.
- 10.6 <u>Association as Agent</u>. The Association is hereby irrevocably appointed as the agent for each Owner, Mortgagee or other lienholder or owner of any other interest in the Condominium or Association Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

ARTICLE XI RECONSTRUCTION OR REPAIR AFTER CASUALTY

- 11.1 <u>Determination to Reconstruct or Repair</u>. If any part of the Condominium or Association Property shall be damaged by casualty, whether or not it shall be reconstructed or replaced shall be determined in the following manner:
- (a) <u>Common Element</u>. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided herein that the Condominium shall be terminated.
- (b) <u>Units</u>. Reconstruction or repair shall be mandatory for any casualty loss or damage to a building containing a Unit occurring within twenty (20) years from the date of recording of this Declaration of Condominium. Thereafter, reconstruction or repair shall be mandatory, unless the damaged improvement is a building or buildings containing Units, and if Units to which more than seventy-five percent (75%) of the Common Elements are appurtenant are found by the Board of Directors not to be tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as elsewhere provided, unless within one hundred twenty (120) days after the casualty, the Owners holding seventy-five percent (75%) or more of the total interest in the Common Elements agree in writing to such reconstruction or repair.

- (c) <u>Certificate</u>. The insurance trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.
- 11.2 <u>Plans and Specifications</u>. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building(s); or if not, then according to plans and specifications approved by the Board of Directors, and if the damaged property is a building or buildings containing Units having appurtenant to them an interest of not less than seventy-five percent (75%) of the Common Elements, then upon a seventy-five percent (75%) affirmative vote of the members of the Association.
- 11.3 <u>Responsibility</u>. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Owner, then the Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.
- 11.4 <u>Estimates of Costs</u>. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- 11.5 <u>Assessments.</u> The amount by which an award of insurance proceeds to the insurance trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all Owners in proportion to their shares in the Common Elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair 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, special assessments shall be made against the Owners. Such special assessments on account of damage shall be a Condominium Common Expense and be made in proportion to the Owner's share in the Common Elements.
- 11.6 <u>Construction Funds</u>. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds collected by the Association from assessments against Owners, shall be disbursed in payment of such costs in the following manner:
- (a) Association. If the total assessment made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than ten percent (10%) of the total insured value, or U.S. \$1,000,000, whichever is greater, then the sums paid upon such assessments shall be deposited by the Association with the insurance trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

- (b) <u>Insurance Trustee</u>. The proceeds of insurance collected on account of a casualty, and the sums deposited with the insurance trustee by the Association from collections of assessments against 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 is the responsibility of the Association is less than ten percent (10%) of the total insured value, or U.S. \$1,000,000, whichever is greater, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the insurance trustee by a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.
- (ii) Association-Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than ten percent (10%) of the total insured value, or U.S. \$1,000,000, whichever is greater, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors and upon approval of an architect licensed to practice in Florida and employed by the Association to supervise the work.
- (iii) <u>Surplus</u>. It shall be presumed that the first monies disbursed in payment of costs and reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs established, such balance shall be distributed to the beneficial owner of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any Mortgagee.
- (iv) <u>Certificate</u>. The insurance trustee shall not be required to determine whether or not sums paid by Owners upon assessments shall be deposited by the Association with the insurance trustee, nor to determine whether the disbursements from the construction fund are upon the order of the Association or upon approval of an architect or otherwise, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners. Instead, the insurance trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all such matters.

ARTICLE XII USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists, except where the use restriction relates only to Units which are Club Homes, in which event it shall apply only for so long as said Unit is a Club Home in the Condominium.

- Personal Use Restriction. Except for Club Homes relating to Club Home Interests 12.1 owned by the Developer, which may be utilized as provided in Section 12.8 below and elsewhere in this Declaration of Condominium, each of the Club Homes shall be occupied only as vacation accommodations for temporary occupancy. Use of the same and the Common Elements and Limited Common Elements of the Condominium is limited solely to the personal use of Members, their guests, invitees and lessees and for recreational uses by corporations and other entities owning Club Home Interests. However, anything to the contrary notwithstanding, the Reservation Procedures and/or Rules and Regulations may limit the right of Members to allow use of any Club Home Interest otherwise properly reserved by a Member by an unaccompanied guest, invitee, or lessee of the Member. Use of Club Homes or the Common Elements for commercial purposes or any purposes other than the personal use described herein is expressly prohibited. "Commercial purpose" shall include, but not be limited to, a pattern of rental activity or other occupancy by a Member that the Association, in its reasonable discretion, could conclude constitutes a commercial enterprise or practice. No Club Home or Club Home Interest may be divided or subdivided into smaller Club Homes or Club Home Interests except by the Developer whose right to do so shall not be abridged.
- Elements and Limited Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the use of the Members. At present, Members may utilize the Common Elements only while lodging in a Club Home pursuant to use rights relating to ownership of Club Home Interests at the Condominium, i.e., during times of reserved lodging therein. Notwithstanding anything contained in this Section 12.2, the Club Manager (if approved by the board of directors of the Association) may establish separate procedures whereby Members may utilize the Common Elements during times other than while lodging in a Club Home, provided that reasonable capacity for usage of the Common Elements is not exceeded and all Members have an equal ability to gain access to the Common Elements pursuant to the established procedures. In addition, the Club Manager (if approved by the Board of Directors of the Association) may charge a reasonable daily use fee for such utilization of the Common Elements by Members during times other than while lodging in a Club Home.
- 12.3 <u>Nuisances</u>. No nuisance shall be allowed upon the Condominium Property or within a Club Home, nor any use or practice that is the source of annoyance to Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit any use of a Club Home or make or permit any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.
- 12.4 <u>Lawful Use</u>. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Club Home, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of

the Condominium Property or a Club Home shall be the same as the responsibility for the main-tenance and repair of the property concerned.

- 12.5 <u>Signs.</u> No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements or Club Homes except that the right is specifically reserved to the Developer to place and maintain such signage on the Condominium Property for as long as it may have Club Homes or Club Home Interests to sell or have reserved easement rights for such purposes as described at Section 4.3 above, and except as permitted by the Board of Directors from time to time.
- 12.6 Storage of Bicycles, Motorcycles and Other Types of Vehicles. Bicycles, motorcycles, recreational vehicles ("RV's"), campers, trailers, boats, jet skis, canoes and all such similar types of vehicles and equipment shall not be stored on the Condominium Property except in the garage that is appurtenant to each Club Home or in such areas designated for this purpose, and only during such period of time that a Member desiring to store such item is lodging in a Club Home.
- 12.7 <u>Condominium Rules and Regulations</u>. Reasonable rules and regulations concerning the use of Condominium Property may be promulgated and amended from time to time in the manner provided for in the Bylaws.
- 12.8 <u>Developer's Use</u>. The Developer may make such use of the Common Elements and the Club Homes as may facilitate the sale of Club Homes and/or Club Home Interests in the Condominium and/or developments at other locations, including, but not limited to, showing of the property and the display of signs and other promotional devices. The Developer may also allow the use of Club Homes by the Association and/or Management Company for operations purposes in connection with management and operation of the Condominium and/or the Club.
- 12.9 No Pets. Notwithstanding anything to the contrary contained in the Master Association Documents, all pets are prohibited other than as provided herein. No pets of any type are allowed on Condominium Property except as may be permitted by the Managing Entity as a "reasonable accommodation", on a case by case basis, in accordance with the American with Disabilities Act and/or other federal, state or local law or regulation, and violations shall be addressed as provided for in the Bylaws and/or Condominium Rules and Regulations.
- 12.10 Antennas. No antennas of any type designed to serve a Club Home shall be allowed on the Common Elements or Limited Common Elements, except as may be provided by the Association to serve as a master antenna for the benefit and use of the Condominium. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception.
- 12.11 <u>Decoration of Club Home</u>. No Member shall cause physical alteration to the furnishings, appliances, personal property or decor of any Club Home, subject to this Declaration, without the prior written consent of the Association or the Club Manager. The Club

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Manager shall determine the interior color scheme, decor and furnishings of each Club Home as well as the proper time for redecorating and renovating such Club Home and its contents. A Member shall have the right to display personal effects in the Club Home during the Member's periods of reserved usage so long as such effects cause no harm to the Club Home and are removed by the Member upon conclusion of the reserved usage period.

- 12.12 Right of Occupancy of Club Home Holdover Members. In the event any Member or authorized user whose right to use a Club Home is derived through a Member fails to vacate a Club Home after conclusion of an Allocation or Space Available Time (as such term is defined in the Reservation Procedures), or otherwise uses or occupies or prevents another Member or authorized user from using or occupying a Club Home as may be required by the rules and regulations governing such occupancy, that Member or authorized user shall be in default hereunder and shall be subject to immediate removal, eviction or ejection from the wrongfully occupied Club Home; shall be deemed to have waived any notices required by law with respect to any legal proceedings regarding the removal, eviction or ejection; and shall pay to the Member or authorized user entitled to use the Club Home during such wrongful occupancy, as liquidated damages for the wrongful use of the Club Home, a sum equal to two hundred percent (200%) of the fair rental value per day for the Club Home wrongfully occupied as determined by the Association in its sole discretion for each day, or portion thereof, including the day of surrender, during which the Member or authorized user wrongfully occupies a Club Home, plus all costs and expenses of enforcement, including attorneys' fees, which amounts may be collected by the Association in the manner provided herein for the collection of Assessments, A Member or authorized user who overstays the designated Allocation or Space Available Time is sometimes referred to as a holdover Member or user. It shall be the responsibility of the Association to take such steps as may be reasonably necessary to remove such holdover Member or user from the Club Home, and to assist the holder of any reservation for the unavailable Club Home who may be affected by the holdover Member's or user's failure to vacate, in finding alternate residences during such holdover period.
- (a) In addition to such liquidated damages for the wrongful use of the Club Home and any other remedies as may be available to it, the Association shall have the right, but not the obligation, to secure, at its expense, alternate accommodations for any holder of a subsequent reserved Use Period who may not occupy the Club Home due to the failure to vacate of any holdover Member or user. Such alternate accommodations shall be as near in value as possible to the Club Home Interest reserved and would be paid for by the Association. In such circumstances, the holdover Member or user shall pay the Association for the cost of such alternate accommodations, any other costs incurred due to his failure to vacate, and an administrative fee of One Hundred Dollars (\$100.00) per day (or such greater administrative fee so long as neither prohibited by law nor contravened by written policy of the Condominium) during this period of holding over. In the event it is necessary that the Association contract for a period greater than the actual period of holding over in order to secure alternate accommodations as set forth above, the holdover Member or user is responsible to pay for the entire period, although the daily administrative fee shall cease upon actual vacating by the holdover Member or user.

- (b) The Association shall submit a bill to the holdover Member or user in accordance with this Article. Before the Association may levy a fine against a party for violation of the Condominium Document provisions, the Association must afford the party reasonable notice of the levy and a right to a hearing as required under Florida law. The party who is thus prevented from using a Club Home hereby agrees to accept such payment as full remedy and to waive any other recourse in the matter. If the holdover Member or user does not pay the bill submitted by the Association, then the Association has the right to place a lien on the Club Home Interest owned by the holdover Member or by the Member through whom the holdover user derived his or her right to occupy a Club Home and to enforce that lien in accordance with applicable law.
- (c) The foregoing provisions shall not abridge the Association's right to take such other action against a holdover Member or user as is permitted by law including, but not limited to, eviction proceedings. Further, the foregoing provisions shall not limit the Association's right to take any action permitted by Florida law against trespassers who are not Members.
- a Club Home in which Club Home Interests have been conveyed with the intent or desire to be or become a legal domiciliary of the State of Florida or any political subdivision thereof, and all such persons or parties shall and do hereby waive, release and remise any such intent or desire. No person or party may enter, stay or dwell upon or about a Club Home with the intent that such Club Home be or become that person's or party's principal dwelling, and all Members hereby represent that they currently possess and intend to maintain a principal dwelling or principle place of residence at a location other than within same.
- 12.14 Club Homes Committed to the Club. As addressed in detail under Section 5.4 of Article V hereinabove, a Club Home Interest is created and a Club Home is committed to the Club upon the recording of the first deed in said Club Home conveying a Club Home Interest. Reservation and occupancy rights of non-Club Club Homes, if any, shall be governed by the documents to be provided by the Developer in the event it offers such Club Homes for sale. If the Developer has not done so, the Association may promulgate such rules in the event the Affiliation Agreement is terminated and membership in the Membership Program pursuant to Section 6.4 of Article VI above is no longer an appurtenance to ownership of a Club Home Interest or offered by the Developer to the Owners of the Resident Interests herein. Through acceptance of a conveyance of a Club Home Interest, each Member acknowledges and agrees that the Member has purchased the specific Club Home Interest corresponding to the legal description of the Club Home Interest owned and such use rights as are described in the Membership Program Documents, and that after full annual use of such Club Home Interests, then use rights may accrue to owners of all Underlying Club Homes with similar characteristics (bedroom configuration, view or otherwise) and shall be available for use by all Members on a first come, first served, reservation basis as addressed in the Reservation Procedures described under Section 5.4 of Article V and subject also to prior use for maintenance purposes all in accordance with the

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Reservation Procedures, the Club Home Documents or management policy, as applicable. No Member shall have the right to use or occupy a Club Home without first receiving a confirmed reservation as provided in the Reservation Procedures. Failure to request a reservation, or to receive a particular desired reservation, does not relieve the Member from the obligation to pay all Membership Program Dues, Club Dues and taxes attributable to each Club Home Interest owned. Reservation and occupancy rights of Club Home Interests shall be governed by the Reservation Procedures, which may be amended by the Program Manager in accordance with the terms and conditions set forth in the Affiliation Agreement, or by the Procedures for Reserving Usage. In order to provide for the proper cleaning and maintenance of the Club Homes between occupancies, a Member's right to occupy a Club Home during the reserved time shall be subject to whatever reasonable check-in and check-out times may be set by the Association or provided for under the Reservation Procedures from time to time. Specifically, the Association (or Club Manager) has the sole discretion to annually determine and redefine Day #1 and the succeeding times for use of any given Club Home Interest such that Day #1 commences on other than the first day of the Allocation as specified in the Calendar attached to the Reservation Procedures or the Procedure for Reserving Usage, as applicable, and also sole discretion to determine the time of day for check-in to and check-out from a Club Home.

12.15 Club Home Interests. In addition to usage of Club Homes as described in Section 5.4 of Article V and hereinabove, all Club Homes shall be available for use by all Members including those from all other designated Member Club locations or Associated Clubs, on a reservation basis, in accordance with the terms of the Affiliation Agreement, a current copy of which is attached as Exhibit "F," the Reservation Procedures and related rules, if any, promulgated by the Program Manager and Club Manager respectively. The Club Manager shall administer all reservations for use of Club Homes in conjunction with its operation and management of the Club in accordance with the terms of the Affiliation Agreement, the Reservation Procedures and related rules, if any. During the term of the Affiliation Agreement, the rules promulgated from time to time by the Club Manager and the Program Manager shall govern as to the procedures and requirements for all aspects of use of all Club Homes which are accessible pursuant to the Membership Program.

To the extent additional Member Club locations exist from time to time, such Members will be able to compete to reserve the use of a Club Home in such other Member Club locations on a first come, first served basis along with Members who own Club Home Interests herein, subject to any priority rights and the reservation procedures set forth in the Membership Program Documents. Likewise, a Member who holds a Club Home Interest in the Club will be able to reserve the use of residences at other Member Club locations on the same basis subject to similar restrictions and limitations.

12.16 Additional Prohibited Activities. In addition to any and all other activities prohibited by law or under this Declaration of Condominium, except for the activities of the Developer, its successors and assigns, officers, directors, employees, agents and others acting on its behalf, in connection with its marketing and sale of Club Home Interests and the marketing and sale of similar interests in other vacation plans marketed and sold by the Developer, any of

the Developer's member partners or any affiliated company of the Developer or its member partners, there shall be no marketing and sale of or any resales of any interests in vacation plans as defined under and regulated by Chapter 721 or of any similar plans that may in the future not be so regulated, anywhere upon the Condominium or upon any property owned, leased or otherwise controlled by the Association.

ARTICLE XIII OTHER ASSOCIATION MATTERS

- 13.1 Master Association Matters. Each Owner, by accepting a deed to a Club Home or Club Home Interest recognizes that: (a) the Condominium is subject to the Master Association Documents, (b) by virtue of his ownership of a Club Home or Club Home Interest, he has become a member of the Master Association, (c) such Owner is subject to any rules and regulations of the Master Association, and (d) pursuant to the Master Association Documents, an Owner is a member of a specified category of the Master Association and is entitled to all of the benefits and subject to all of the burdens of such membership. Each Owner, by accepting a deed to a Club Home or Club Home Interest, acknowledges that he has received a copy of the Master Declaration and the articles of incorporation, bylaws and rules and regulations of the Master Association. Each Owner agrees to perform all of his obligations as a member of the Master Association as they may from time to time exist, including, but not limited to, the obligation to pay annual, special, and default assessments as required under the Master Association Documents.
- 13.2 <u>Enforcement of Master Association Documents</u>. The Association shall have the power, subject to the primary power of the board of directors of the Master Association, to enforce the covenants and restrictions contained in the Master Association Documents, but only as said covenants and restrictions relate to the Condominium, and to collect regular, special and default assessments on behalf of the Master Association.

This Declaration is intended to supplement the Master Association Documents as they apply to the Condominium Property. In addition to all of the obligations which are conferred or imposed upon the Association pursuant to this Declaration and the Bylaws or Articles of Incorporation of the Association, the Association shall be subject to all of the obligations imposed upon it pursuant to the Master Association Documents. The Association and all committees thereof shall also be subject to all superior rights and powers that have been conferred upon the Master Association pursuant to the Master Association Documents. The Association shall take no action in derogation of the rights of, or contrary to the interests of, the Master Association. The Association may, by agreement with the Master Association, charge the Master Association with certain of its powers and duties, except as are specifically required by the Condominium Documents or applicable law to have approval of the Board of Directors or members of the Association.

13.3 <u>Reservation Procedures</u>. All Members shall be entitled to make reservations for the Use Period(s), or portions thereof, the Member desires to use pursuant to the Reservation

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Procedures established from time to time by the Program Manager. The Reservation Procedures shall specify the manner in which reservations are to be requested and confirmed. The right to reserve a Use Period, if unused in any year, is lost and does not accrue for use in subsequent years. The Reservation Procedures shall contain such schedules, conditions, restrictions and limitations as are deemed necessary or desirable by the Program Manager. The Program Manager may from time to time, without the consent of the Members or Mortgagees, amend the Reservation Procedures.

- 13.4 <u>Space Available Use Periods</u>. Space Available Use Periods shall mean any period of time not otherwise reserved which is used by a Member pursuant to the Reservation Procedures and is in excess of the Use Period(s) the Member is entitled to reserve. The purpose of this period is to allow Members to use and occupy Use Periods, or portions thereof, on a space available basis that might otherwise remain unoccupied.
- 13.5 <u>Rental</u>. The Reservation Procedures may prohibit or limit the right of Members to rent or to allow use by an unaccompanied guest of any Use Period otherwise properly reserved by a Member.

ARTICLE XIV ALIENABILITY OF UNITS OR OWNERSHIP INTERESTS

- 14.1 <u>Alienability Restrictions</u>. The right of a Member to sell, transfer, assign or hypothecate his Club Home or Club Home Interest shall not be subject to the approval of the Developer, the Association or anyone else. However, in accordance with the Bylaws of the Association and applicable Florida law, and except as provided in Paragraphs 14.2 and 14.3 below, a Member shall be responsible for notifying the Association upon the transfer or conveyance of his Club Home or Club Home Interest within fifteen (15) days of such transfer or conveyance.
- Years or More. In consideration of the affirmative obligations of and benefits to all Owners provided by the Developer under this Declaration of Condominium, when any Club Home or Club Home Interest is offered for sale or offered for lease (to the extent any lease may be permitted by the Town of Jupiter) (or other agreements relating to use of a Unit if not designated as a "lease") for a term of three (3) years or more by successors in title to the Developer, the Developer shall have the exclusive option to purchase or lease, as applicable, such Club Home or Club Home Interest at the price or at the rental rate, as applicable, and on the other terms of any bona fide offer made in writing to the Owner at such time and submitted to Developer for verification. Each Owner shall notify the Developer of its intent to sell or lease for three (3) years or more its Club Home or Club Home Interest with such notice setting forth in full the terms and conditions of the sale or lease, and including the full name and primary address of the prospective true buyer or tenant (as distinguished from agents and intermediaries). Developer shall have thirty (30) days after receipt of such notice to exercise its option to purchase or lease during the 30-day period, then the Owner may sell or lease, as applicable, the Club Home or Club

Home Interest to the subject bona fide offeror subject to this Declaration of Condominium and to all limitations set forth herein, at a price or rental rate not lower than that at which it was offered to the Developer. In addition, any permitted sale between an Owner and a bona fide third party shall be deemed to contain a provision requiring that any sums due to the Association as assessments must be paid in full as a condition of closing of the sale. Should, however, such sale or lease to a third party not be consummated within four (4) months after the date the offer is transmitted to the Developer at the price (or rental rate) and terms equal to or more favorable to the Owner, the terms and limitations of this Article shall again be imposed on any sale or lease for a term of three (3) years or more by an Owner. If the Developer elects to purchase or lease such Club Home or Club Home Interest, the transaction shall be consummated on the terms offered; provided, however, that the Developer shall have a minimum of thirty (30) days from the delivery of notice to consummate the transaction. The provisions of this Article shall not apply to sales under powers contained in mortgages and similar instruments. The Developer's right of first refusal as set forth herein shall be a requirement of any successor in title to an Owner, the same being a covenant running with the land.

14.3 Leasing and Rental Restrictions for Periods of Less than Three Years. To the extent permitted by the Town of Jupiter, the right of an Owner to lease or rent his Club Home for periods of less than three (3) years shall not be subject to the approval of the Association; however, notice of such lease or rental of a Unit or Club Home must be delivered to the Association within five (5) days of the Owner's agreement to lease or rent. Any leasing or rental agreements must set forth or will be deemed to have set forth an acknowledgment and consent on the part of the lessee-sublessee-tenant to use, occupy and possess such Unit or Club Home in conformance and compliance with the provisions of the Condominium Documents. In the event an Owner fails to secure a written leasing or rental agreement, the Association shall have the right to request the lessee-sublessee-tenant to execute an acknowledgment to use and occupy the rental or leased Units or Club Homes in conformance with the Condominium Documents. Units and Club Homes rented by the Developer shall not be subject to the terms of this Section 14.3.

ARTICLE XV RIGHTS OF DEVELOPER

- 15.1 Right to Change Interior Design and Arrangement. Notwithstanding anything in this Declaration to the contrary, and in addition to any other rights which may be reserved to the Developer herein, the Developer reserves the right to change the interior design and arrangement of a Club Home so long as the Developer owns all Club Home Interests relating to the Club Home so changed and altered. Notwithstanding the foregoing, no change shall be made by the Developer as provided herein which would conflict with the provisions of Chapter 718 or Chapter 721.
- 15.2 The "Ritz-Carlton" Mark or Any Mark Having the Name "Ritz-Carlton" in It. One of the members of the Developer limited liability company, The Ritz-Carlton Development Company, Inc. ("RCDC"), and/or its affiliates are the owners of all rights in the Ritz-Carlton name and trademark, including, but not limited to, all rights in the Ritz-Carlton mark in

connection with the Condominium. Neither the Association nor the Members have any license to use or other interest in the Ritz-Carlton marks, however, the Association and Members may identify this Condominium as "The Ritz-Carlton Club, Jupiter" until such time as RCDC, in its sole discretion, or its successors and assigns, in their sole discretion, determines otherwise. In the event RCDC, in its sole discretion, provides written notice to the Association (which notice shall be deemed to be notice to each Member or other owner of any Club Home Interest or Club Home) that it shall no longer be permitted to use the Ritz-Carlton marks to identify this Condominium, the Association and each Member shall immediately take steps to cease all use of the mark(s) identified in RCDC's notice to identify this Condominium, and shall:

- (a) immediately remove all signs containing the marks from this Condominium, and from any off-site location to the extent the sign refers to this Condominium contemplated herein;
- (b) immediately destroy all stationery, descriptive literature or printed or written matter bearing the marks;
- (c) immediately cease and desist from using the marks (or any other variation thereof) or ally or in writing in referring to or describing the Association or the Members; and
- (d) take immediate action to effect changes to the documents of the Association reflecting the mark(s) to eliminate the use of such mark(s) as soon as possible, but in any event, within three (3) months.

The provisions of this Section 15.2 may be enforced by any remedy at law or equity, including mandatory and/or prohibitory injunctions, and by accepting a deed in which this Declaration is deemed to be incorporated, each Member acknowledges that in the event of non-performance of any of the above-described restrictions, Developer's remedies at law shall be deemed inadequate to enforce the terms of this Section.

15.3 Other Reserved Rights. The Developer shall also have such other rights as may be reserved elsewhere in this Declaration of Condominium.

ARTICLE XVI COMPLIANCE AND DEFAULT

Mith the terms of the Condominium Documents, and, to the extent applicable, the Membership Program Documents, as the same may be amended from time to time. Failure of an Owner to comply with the provisions of such documents shall entitle the Association or other Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including, but not limited to, an action for damages, an action for injunctive relief or an action for declaratory judgment. All provisions of this Declaration of Condominium shall be enforceable equitable servitudes and shall run with the land and shall be effective until the Condominium is terminated.

- 16.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner or the Association to comply with the terms of the Club Home Documents, or, to the extent applicable, the Membership Program Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by the Court, including all appeals and all proceedings in bankruptcy.
- 16.3 No Waiver of Rights. The failure of the Association or any Owner to enforce any covenant, restriction or other provision of Chapter 718, Chapter 721, the Club Home Documents or the Membership Program Documents, shall not constitute a waiver of the right to do so thereafter.
- 16.4 <u>Injunctive Relief</u>. The Association may seek an injunction from a court of equity to compel compliance with or prohibit violation of the Condominium Documents regardless of whether an adequate remedy at law exists.
- Governing Law; Waiver of Jury Trial; Venue of Actions. This Declaration of Condominium shall be governed by, and shall be construed in accordance with, the laws of the State of Florida. The Association, each Owner, the Developer, the Club Manager, the Program Manager and any other party claiming rights or obligations by, through, or under this Declaration of Condominium, each hereby waive any right they may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against the others concerning the interpretation, construction, validity, enforcement or performance of this Declaration of Condominium or any other agreement or instrument executed in connection with this Declaration of Condominium. In the event any such suit or legal action is commenced by any party, the other parties hereby agree, consent and submit to the personal jurisdiction of the Circuit Court of the Fifteenth Judicial Circuit of Florida in and for Palm Beach County, Florida, with respect to such suit or legal action, and each party also hereby consents and submits to and agrees that venue in any such suit or legal action is proper in said court and county, and each party hereby waives any and all personal rights under applicable law or in equity to object to the jurisdiction and venue in said court and county. Such jurisdiction and venue shall be exclusive of any other jurisdiction and venue.

ARTICLE XVII AMENDMENTS

17.1 By Owners.

(a) An amendment to this Declaration of Condominium may be proposed either by the Board of Directors or an Owner. It may be considered at any meeting of the Owners, regular or special, of which due notice has been given according to the Bylaws. Passage shall be by the affirmative vote of Owners casting not less than fifty-one percent (51%) of the vote of all of the members of the Association either in person or by proxy and not just of those

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present. Notwithstanding the foregoing, unless otherwise permitted herein and by Florida law, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to a Unit, change an Owner's proportionate share of the Common Expenses or Common Surplus, or change the voting rights appurtenant to any Unit, unless the record Owner or Owners thereof, and all record Owners or Mortgagees or others having placed liens thereon, shall join in the execution of the amendment. No amendment shall be passed which shall impair or prejudice the rights and priorities of any Mortgagees, or change the provisions of this Declaration of Condominium with respect to Mortgagees, without the written approval of all Mortgagees of record. No amendment shall change the rights and privileges of the Developer without the Developer's written approval.

- (b) Notwithstanding the provisions of Section 17.1(a) above, an amendment to this Declaration or to other of the Club Home Documents to correct an omission or error in the Declaration (or such other Club Home Document) may be made by approval of at least twenty percent (20%) of the vote of all of the voting interests in the Association, either in person or by proxy, which amendment shall be effective when approved and a certificate of amendment is executed and recorded in accordance with Section 718.110, Florida Statutes. No amendment shall be passed pursuant to the procedures contained in this Section 17.1(b) if such amendment would materially or adversely affect the property rights of any Owner(s), unless the affected Owner(s) consent to the amendment in writing.
- 17.2 <u>By Developer</u>. Notwithstanding any provisions of Section 17.1 above to the contrary:
- (a) The Developer reserves the right to change the interior design and arrangement of all Units and to alter the boundaries between Units, so long as the Developer owns the Units so altered; however, no change shall increase the number of Units nor alter the boundaries of the Common Elements, without amendment of this Declaration of Condominium in the manner hereinbefore set forth. If the Developer shall make any changes in Units, as provided in this Section 17.2(a), such changes shall be reflected by the amendment of this Declaration of Condominium with a survey attached, reflecting any authorized alteration of Units, and said amendment need only be executed and acknowledged by the Developer.
- (b) The Developer, so long as it owns more than ten percent (10%) of the Units or Club Home Interests in the Condominium, reserves the right, at any time, without notice to or consent of the Association, Mortgagees or Owners, to amend the Declaration of Condominium, as may be required by any lending institution or public body, or in such manner as the Developer may determine to be necessary or desirable, provided such amendment shall not increase the proportion of Common Expenses borne by, decrease the ownership of Common Elements by Owners other than the Developer, change the configuration or size of any Unit in any material fashion, or materially alter or modify the appurtenances to any Unit.
- (c) The Developer shall also have the right to make such other amendments as may be reserved elsewhere in this Declaration of Condominium.

Notwithstanding anything contained in Sections 17.1(a), 17.2 (a), (b) or (c) to the contrary, no amendment shall be permitted which would have, or could reasonably be expected to have, a material adverse affect on MICC or the rights and remedies of MICC hereunder, under the MICC Mortgage or any loan documents related thereto, without the prior written consent of MICC, which consent shall not be unreasonably withheld or delayed. The approval of MICC shall be deemed given if MICC fails to deliver written notice of its disapproval of any amendment to the Developer or to the Association within fifteen (15) business days after a request for such approval is delivered to MICC by certified mail, return receipt requested, or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of the Developer or the Association that the approval was given or deemed given. MICC's right to approve or disapprove amendments to this Declaration pursuant to this Section 17.2(d) shall exist only for so long as the Condominium Property, or any portion thereof, is subject to or encumbered by the MICC Mortgage. All rights granted to MICC under this Section 17.2(d) shall automatically terminate upon the recording of a satisfaction or release of mortgage in the Public Records of Palm County, Florida, which releases all or any remaining portion of the Condominium Property from the MICC Mortgage.

ARTICLE XVIII TERMINATION

The Condominium and/or Club may be terminated in the following manners, in addition to the manners, if any, provided by Chapter 718 and/or Chapter 721, as applicable:

- 18.1 Agreement; Destruction or Condemnation. If all of the Owners vote to terminate the Condominium, then the Board of Directors shall direct the President or Vice President of the Association to execute and duly record an instrument terminating the Condominium, or if termination arises as set forth in this Declaration of Condominium due to destruction or condemnation, the Condominium shall be deemed to be terminated and the Condominium Property thereafter owned in common by the Owners. The undivided interest in the property owned in common by each Owner shall then become the percentage of the undivided interest previously owned by such Owner in the Common Elements upon termination of the Condominium.
- 18.2 <u>Termination of Club</u>. The existence of the Club shall continue unless and until the following occurs: the Club shall automatically terminate (i) upon termination of the Condominium, or (ii) upon the unanimous vote of all Owners of Club Home Interests to terminate the Club and the execution and recording by the President or Vice President of an instrument terminating the Club pursuant to the direction of the Board of Directors.
- 18.3 Revocation of the Declaration of Condominium. Notwithstanding anything to the contrary set forth herein, the Developer hereby expressly retains the right to file a Notice of Revocation pertaining to this Declaration of Condominium and relating to the Condominium Property or any portion thereof. The affect of the recordation of such Notice of Revocation shall be to re-convey every interest in every Club Home and its appurtenant percentage interest in the

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Common Elements out of the condominium form of ownership and back to the Developer as the single fee owner of the Condominium Property or any portion thereof. A Notice of Revocation may be unilaterally filed by the Developer at any time prior to the conveyance of greater than twenty percent (20%) of the Club Home Interests subject to this Declaration of Condominium.

- event Developer causes to be recorded a Notice of Revocation prior to the conveyance (closing) of a Club Home Interest, notwithstanding the fact that one or more purchase and sale agreements have been executed and delivered in connection with Club Home Interests, such recording of a Notice of Revocation shall also have the effect and result of revoking any and all pending purchase and sale agreements for Club Home Interest. If such revocation of the pending agreements were to occur, contract vendees would be entitled to the return of all of the funds paid to the Developer such as deposits, downpayments or other partial payments made toward the purchase of the Club Home Interests. Upon repayment of such funds to the effected contract vendees, the purchase and sale agreements shall be deemed terminated and of no further force or effect.
- (b) Revocation Subsequent to the Conveyance of any Club Home Interest. In the event Developer causes to be recorded a Notice of Revocation subsequent to the conveyance (closing) of a Club Home Interest, during the period within which the Developer is permitted to do so, as set forth above, then such revocation shall be effective as against those Owners who acquired a Club Home Interest prior to the recording of such Notice of Revocation, on the following terms:
- (i) upon revocation of this Declaration of Condominium, Owners of Club Home Interests shall cease to have any interest in the Condominium Property, including, but not limited to any interest as a Tenant in Common with the Developer;
- (ii) Owners of Club Home Interests who lose their property interest by virtue of the filing of the Notice of Revocation shall be entitled to the return of the purchase price paid for their Club Home Interest, together with their reasonable costs of the transaction, less the retail value of any use and/or benefit derived from their interest prior to revocation;
- (iii) upon repayment of all sums due pursuant to clause (ii) above, any such Owners will cease to have any interest whatsoever in the Condominium Property, irrespective of the absence of any deed of other instrument re-conveying such interest to the Developer; and
- (iv) any interest acquired pursuant to this Declaration of Condominium is expressly made subject to the terms of said Declaration of Condominium and in particular to the terms set forth in this Section.

ARTICLE XIX PHASED DEVELOPMENT

19.1 <u>Description of Phasing</u>. The Condominium and/or the Club may be developed in phases pursuant to Chapters 718 and 721. However, the Developer is under no obligation to construct or develop any phase other than Phase 1 of the Condominium. The construction, finishing and equipping of Phase 1 of the Condominium, which shall contain sixteen (16) Club Homes, and may contain up to one hundred twenty eight (128) Club Home Interests, is estimated to be completed in all respects on or about November, 2003.

Subsequent phases may consist of additional Units, parking, Common Elements or some combination thereof. Currently, it is contemplated that the Condominium will not contain more than a total of sixty-seven (67) Units nor more than five hundred thirty six (536) Club Home Interests, although the Developer may elect to develop more Units and Club Home Interests in the future as permitted by applicable law. Pursuant to Section 721.07(5)(r), Florida Statutes, there shall be no time limit during which the Developer must complete its phasing plan and the Developer reserves the right to submit additional phases, if any, to condominium use in any sequence. There are no assurances that any subsequent phase of the Condominium will be constructed. The documents for a particular phase will be recorded prior to the closing of the purchase of any Unit or Club Home Interest in that phase. Moreover, in accordance with Section 721.07(5)(r), Florida Statutes, the Developer reserves all rights to vary the phasing plan of the Condominium with respect to phase boundaries, plot plans and floor plans, unit types, unit mixes and unit type mixes, numbers of units, and recreational areas and facilities with respect to each subsequent phase.

- 19.2 Impact of Phasing: Change in Ownership of Common Elements and Common Surplus and Share of Common Expenses. The impact, if any, which the completion of subsequent phases would have upon prior phases would be to increase the number of Units and the number of Owners. The Condominium Common Expense, Common Surplus and Common Element ownership reallocation caused by the addition of any phase is set forth in Exhibit "D" attached hereto and by this reference incorporated herein.
- 19.3 <u>Land</u>. The land which the Developer currently contemplates may ultimately in whole or in part become part of the Condominium is described in Exhibit "A" as Future Phase or Future Phases. Pursuant to Section 721.07(5)(r), <u>Florida Statutes</u>, the Developer reserves the right, in its sole discretion, to add land which is not as such or otherwise described in Exhibit "A" to the Condominium and related Vacation Plan and to make changes in the legal description of any proposed phase prior to the addition of that phase to the Condominium.

19.4 The Club.

An expansion of the Club or a new vacation plan may be created with respect to Units in each phase of the Condominium.

The degree, quantity, nature and extent of the Club is described above.

19.5 Amendment. Phases may be added to this Condominium by the execution of an amendment to this Declaration of Condominium executed by the Developer, its successors or assigns only, and such amendment shall not require the execution or consent of any Owners other than the Developer.

ARTICLE XX MISCELLANEOUS

- 20.1 <u>Severability</u>. The invalidity in whole or in part of any covenant or restriction, or any article, section, subsection, sentence, clause, phrase or word, or other provision of the Condominium Documents shall not affect the validity of the remaining portions.
- 20.2 <u>Captions</u>. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.
- 20.3 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

ARTICLE XXI CONDEMNATION

- 21.1 Total Taking by Condemnation. In the event of the taking of all of the real property and improvements thereon of the Condominium by condemnation, the Condominium shall terminate and all awards received by Owners shall be deposited with the Association, to be aggregated with all award(s) received directly by the Association. In the event that any Owner fails to deposit his award, the Board of Directors may, in its discretion, either levy a charge against the non-depositing Owner in the amount of his award or set-off the amount of his award against the sums hereafter payable to such Owner. All funds which the Association receives in connection with such total taking of the real property and improvements thereon of the Condominium, together with all other amounts which the Association is then holding, shall be distributed in the same manner as excess insurance proceeds are distributed under Article X hereinabove, subject to the Association's right of set-off as provided in the preceding sentence.
- 21.2 Partial Taking by Condemnation. In the event of taking of less than all of the Condominium or Association Property by condemnation, the Condominium shall continue and the awards for that taking shall be deposited with the Association, even though the awards may be payable to Owners. If an Owner fails to deposit his award, the Board of Directors may, in its discretion, either levy a charge against the non-depositing Owner in the amount of his award, or set-off the amount of the award against the sums, if any, hereafter payable to that Owner. In the event of a taking of less than all of the real property and improvements thereon of the

Condominium by condemnation, the size of the Condominium will be reduced, the Owners of condemned units will be made whole to the extent of the awards received with respect thereto and charges collected from non-depositing Owners, and portion(s) of the Condominium Property damaged by the taking will be made usable in the manner provided below.

- Association as Agent. The Association is irrevocably appointed as the agent for each Owner, Mortgagee and other holder of a lien upon a Club Home or Club Home Interest, and for each Owner of any other interest in the Condominium, to represent them in any condemnation proceeding with respect to the Condominium or Association Property, and to negotiate and settle all of their claims in such proceeding. Any funds received by the Association as agent for the Owners, shall be held in escrow and distributed in accordance with this Article.
- 21.4 <u>Unit Reduced but Tenantable</u>. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, 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 effected in the Condominium:
- (a) Restoration of Unit. The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award received and charges levied, the Association shall obtain the additional funds required by levying a special assessment against all Owners.
- (b) <u>Distribution of Surplus</u>. The balance of the award, if any, after restoration shall be distributed to the Owner(s) and to the Mortgagees having an interest (and in accordance with such interest) in the Unit, the remittance being made payable to the Mortgagees to the extent of the amount outstanding (principal, interest and other costs and expenses secured thereby) under its respective mortgage (as certified by each Mortgagee to the Association).
- 21.5 <u>Unit Made Untenantable</u>. If the taking is of the entire Unit or Units or so reduces the size of a Unit or Units that they cannot be made tenantable, the award for the taking of the Unit or Units shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:
- (a) Payment of Award. The lesser of (a) the market value of each such Unit immediately prior to the taking of the Unit, or (b) the total of the awards received plus charges levied with respect to such Unit, shall be paid to the Owner or Owners and to each Mortgagee having an interest in the Unit in proportion to their respective interests, the remittance being made payable to the Mortgagee or Mortgagees to the extent of the amount outstanding (principal, interest and other costs and expenses secured thereby) under its mortgage (as certified by each Mortgagee to the Association).
- (b) Addition to Common Elements. The remaining portion of the Unit or Units, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the Owners in the manner approved by the Board of Directors; provided that if the cost of the work shall exceed the balance, if any, of the funds received by the Association as a

result of the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

- (c) Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to those Club Homes that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements appurtenant to the Club Home(s) which are no longer Club Homes as a result of the taking among the reduced number of Owners. This shall be done by restating the shares in the Common Elements of continuing Owners in accordance with the formula set forth in the attached Exhibit "D."
- (d) Assessments. If the amount of the award for the taking is not sufficient to pay the amount set forth in Section 21.5(a) hereinabove and to place the remaining portion of the Unit in condition for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by a special assessment levied by the Association against all of the Owners who will continue as Owners after the changes in the Condominium effected by the taking. The special assessments shall be made in proportion to the shares in the Common Elements of those Owners after the changes effected by the taking.
- determined by agreement between the Owner or Owners and Mortgagee or Mortgagees having an interest in the Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then-existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit, and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Owners in proportion to the shares in the Common Elements of the Owners as they existed prior to the changes effected by the taking.
- 21.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking and any charges levied with respect thereto, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, may be distributed to the Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation or retained by the Association. If the Association decides to distribute the balance and if there is a mortgage of an Owner's interest in a Unit, then the distribution shall be made to the Mortgagee or Mortgagees to the extent of the amount outstanding (principal, interest and other costs and expenses secured thereby) under its mortgage (as certified by each such Mortgagee to the Association).
- 21.7 <u>Amendment of Declaration of Condominium</u>. The changes in Units, in the Common Elements and in the shares of the Common Elements that are affected by condemnation

shall be evidenced by an amendment to this Declaration of Condominium that need be approved only by a majority of all directors of the Association.

IN WITNESS V Condominium this Asi da	vHEREOF, the	Developer has executed this Declaration of 2003.
WITNESSES		"Developer"
		RBF, LLC, a Delaware limited liability company
Print Name: MARCIA	DAVIS	By: The Ritz-Carlton Development Company, Inc., a Delaware corporation Its: Principal Member A. Phillips Print Name: hyber A. Phillips As its: Vice Mesident
STATE OF FLORIDA)) SS.	
COUNTY OF ORANGE)	
BEFORE ME,	the undersigned aut	hority authorized to take acknowledgments in the state

and county aforesaid, appeared Robert A. Phic. s the VICE PRESIDENT of The Ritz-Carlton Development Company, Inc., a Delaware corporation which is the principal member of RBF, LLC, a Delaware limited liability company, and he acknowledged that he executed the foregoing instrument on behalf of the company pursuant to due authority therefrom. He is personally known to me.

WITNESS my hand and seal this 2/

ILEANA RODRIGUEZ My Comm Exp. 5/8/04 No. CC 934728

COORIGUEZ

(Notary Name Printed) NOTARY PUBLIC

Commission No.

V:\ORL535-Legal\Legal Shared\RCC-Jupiter (228)\Florida - situs state\Condo Dec\Revised R-C Jupiter Declaration of Condo v.14 1-23-03 (third amendment after filing).doc

MORTGAGEE

JOINDER, CONSENT AND NON-DISTURBANCE

Marriott International Capital Corporation ("MICC"), having an address of Department 52/923, 10400 Fernwood Road, Bethesda, Maryland, 20817, being the owner and holder of a Mortgage, Assignment of Rents and Security Agreement given by RBF, LLC, a Delaware limited liability company, recorded on May 7, 2001, in Official Records Book 12526, Page 1349 of the Public Records of Palm Beach County, Florida (the "Mortgage"), does hereby join this Declaration this 2/5/2 day of July, 200, 2 to evidence its consent to the provisions hereof and its agreement to be bound hereby.

So long as any Owner of a Club Home or Club Home Interest complies with his obligations under this Declaration and the other Condominium Documents and is not in default under any of the terms, covenants or conditions of such documents, MICC will not disturb the Owner's use, possession and enjoyment of the Condominium Common Elements or the Owner's easement rights granted by RBF, LLC under the Declaration, nor will the freehold estate of such Owner be affected or its rights under the Condominium Documents be impaired (except to the extent that the Owner's right to receive any obligations to be performed by RBF, LLC, if any, shall not be enforceable thereafter against MICC or any successor), in any foreclosure action, sale under a power of sale, transfer in lieu of the foregoing, or the exercise of any other remedy pursuant to the Mortgage.

	- -
Name: Kent R. Duffie	Marriott International Capital Corporation, a Delaware corporation By: Name: Matter 18 bander Title: Tesident
COUNTY OF Montgomecy The foregoing instrument was acknowledged by Mendlon, as agend Delaware corporation, on behalf of the corporation as identification.	before me this day of of of day of of Marriott International Capital Corporation, a He/She is personally known to me or has produced
Notary Public-State of Maryland Commission Number:	LAURA L. PEARCE NOTARY PUBLIC MONTGOMERY COUNTY MARYLAND MY COMMISSION EXPIRES JAN. 19, 2005

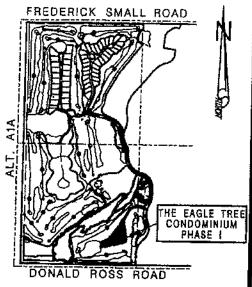
LEGAL DESCRIPTION

THE EAGLE TREE CONDOMINIUM PHASE 1

SECTION 19, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA.

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	01651 15



LOCATION MAP

CERTIFICATION

I HEREBY CERTIFY THAT THE ENCLOSED SHEETS 1 THROUGH 12. INCLUSIVE. WHICH COMPRISE THIS EXHIBIT "A". RECORDED IN OFFICIAL RECORD BOOK PAGES_ _THROUGH_ PUBLIC RECORDS OF PALM BEACH COUNTY. FLORIDA IS A REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN TO INCLUSIVE, A CORRECT INCLUDE ELEMENTS AND UNITS

1 CLUB HOMES. THAT THE AND CONSTRUCTION OF SAID IMPROVEMENTS ARE SUBSTANTIALLY COMPLETE SUCH THAT THIS MATERIAL. TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM FOR THE EAGLE TREE RECORDED IN OFFICIAL RECORD BOOK _ CONDOMINIUM PAGES THROUGH.

INCLUSIVE. PUBLIC RECORDS OF PALM BEACH COUNTY. FLORIDA. RESPECTIVELY, DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION A DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF INCLUDED WITHIN SAID CONDOMINIUM CAN BE DETERMINED FROM THESE MATERIALS.

I HEREBY CERTIFY THAT THIS CONDOMINIUM BOUNDARY HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE RULE 61G17-6, CHAPTER 718.104(e) STATUTES AND FIND FLORIDA THAT THERE ARE NO ENCROACHMENTS KNOWLEDGE OF THE EASEMENTS. USES AFFECTING THIS PROPERTY. THAT I HAVE THAN THOSE SHOWN AND DEPICTED THEREON.

PROFESSIONAL SURVEYOR AND MAPPER STATE OF FLORIDA NO. 3613

08/07/03 REVISIONS PER COMMENTS *01-135-410A R.J.W.
08/07/03 FINAL TE IN L.J.C.
08/11/03-CHANGE UNITS 104, THARTS: UPDATE LEGAL ETC *01-135-302 R.W.

01-135-101

08-25-01

A01-135

DATE

DWG.

URVEYOR CFRTIFICATION CAD. K:\UST \ 194143 \ RITZ \ 1351101 \ CERT_SHT\DCN

REF.

875 West Indiantoem Road, Suite 200, Juniter, Florida 33458 TEL, 581-748-8454

FLD. J.P. FB. OFF. E.C. SHEET , CKO. OF D.C.L.

...\RITZ\1351101\CERT_SHT1.dgn 08/15/2003 03:53:04 PM

THE EAGLE TREE CONDOMINIUM

PHASE I

SECTION 19, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- 1.) ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
- 2.) WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS.
- 3.) UNIT BOUNDARIES

UPPER BOUNDARIES. THE IMAGINARY HORIZONTAL PLANE THROUGH THE HIGHEST POINT OF THE INTERIOR UNFINISHED LOWER SURFACE OF THE CEILING OF THE UNIT.

LOWER BOUNDARIES. THE IMAGINARY HORIZONTAL PLANE THROUGH THE LOWEST POINT OF THE INTERIOR UNFINISHED UPPER SURFACE OF THE FLOOR OF THE UNIT.

PERIMETER BOUNDARIES. THE PERIMETER BOUNDARIES OF THE UNIT SHALL BE THE IMAGINARY VERTICAL PLANES ALONG AND COINCIDENT WITH THE INTERIOR UNFINISHED SURFACES OF PERIMETER WALLS, OR WHERE NO WALL EXISTS, AN IMAGINARY VERTICAL PLANE ALONG AND COINCIDENT WITH THE SIDES OF THE PERIMETER OF SUCH UNIT.

AREAS WITHIN A UNIT CONTAINING CONDUITS. WIRING. DUCTS. PLUMBING. BEARING WALLS. STRUCTURAL SUPPORTS. AND OTHER SUCH ITEMS. TOGETHER WITH THE CONTENTS THEREIN. REGARDLESS OF LOCATION. CONSTITUTE PARTS OF THE COMMON ELEMENTS TO THE EXTERIOR UNDECORATED FINISHED SURFACE OF SAID AREAS.

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SHOWN HEREON ARE DEFINED WITHIN THE DECLARATION OF CONDOMINIUM.

- 4.) THE EXPECTED USE OF THE SUBJECT PROPERTY FALLS WITHIN THE SUBURBAN CATEGORY AS CLASSIFIED IN CHAPTER 61G17-6.003. FLORIDA ADMINISTRATIVE CODE. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THE ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.
- 5.) SHEETS 1 5 REPRESENT A MAP OF A BOUNDARY SURVEY AS DEFINED IN CHAPTER 61G17-6.002(8). FLORIDA ADMINISTRATIVE CODE.

SURVEYOR'S NOTES CAD. KINDST \ 194143 \ RTZ \ 1351101 \ NOTE_SHT2.DGN **DBERG** LAND REF. FLD. JP. ₽Đ. PG. JOB 01-135-101 OFF. E.C. 675 West Indiantown Road, Suite 200, Apriler, Florida 33458 TEL, 561-746-8454 DATE 349 08-25-01 LB4431 CKD. D.C.L. SHEET , OF ...\RITZ\1351101\NOTE_SHT2.dgn 08/15/2003 03:53:20 PM DNG. AGF (35

THE EAGLE TREE CONDOMINIUM

PHASE I SECTION 19, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA

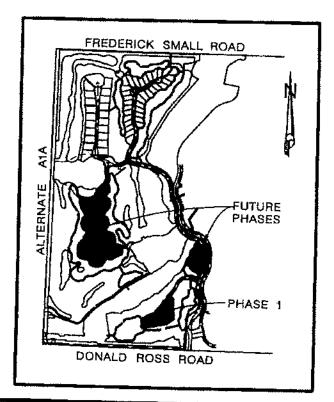
LEGAL DESCRIPTION: PHASE I

A PARCEL OF LAND BEING A!! OF TRACT "E" AND "R-3". RITZ-CARLTON GOLF CLUB & SPA. JUPITER. A P.U.D., AS RECORDED IN PLAT BOOK 93, PAGES 171 THROUGH 192, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

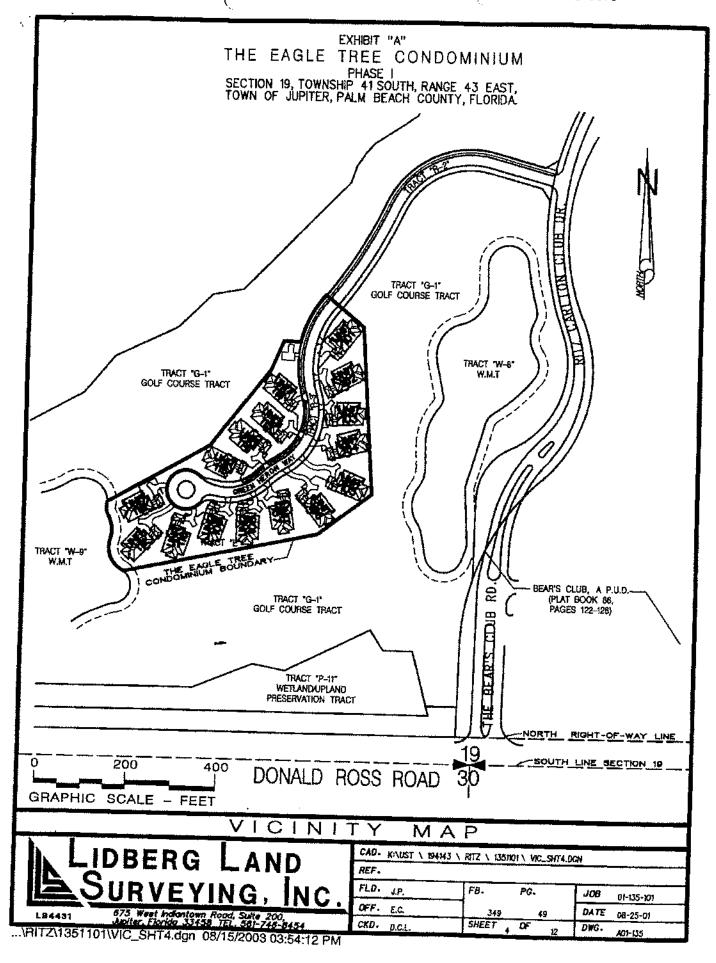
CONTAINING 4.187 ACRES OR 182.379 SQUARE FEET MORE OR LESS.

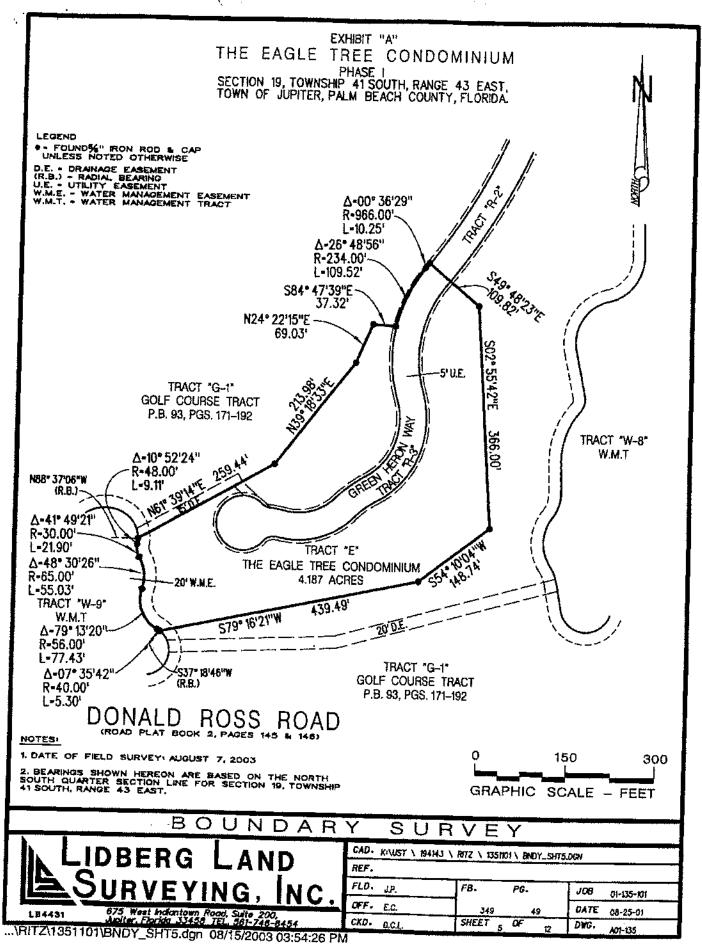
LEGAL DESCRIPTION: FUTURE PHASES

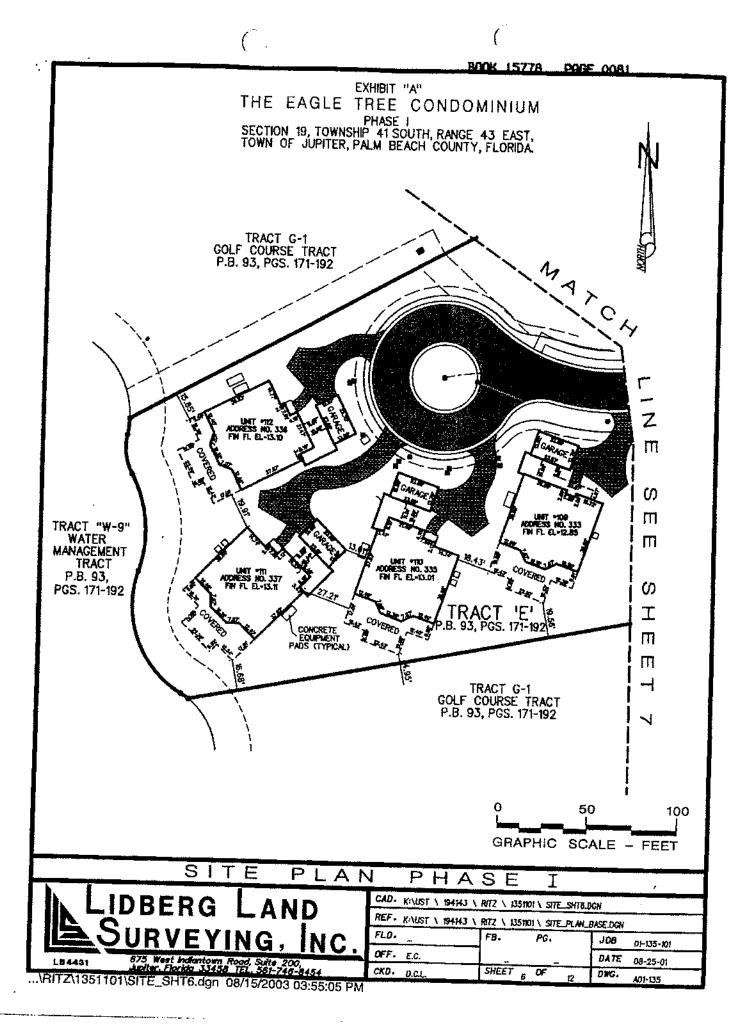
All OF TRACTS "A", "A1" "R-4", "D", "D1" AND "R-7", RITZ-CARLTON GOLF CLUB & SPA, JUPITER, A P.U.D., AS RECORDED IN PLAT BOOK 93, PAGES 171 THROUGH 192, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

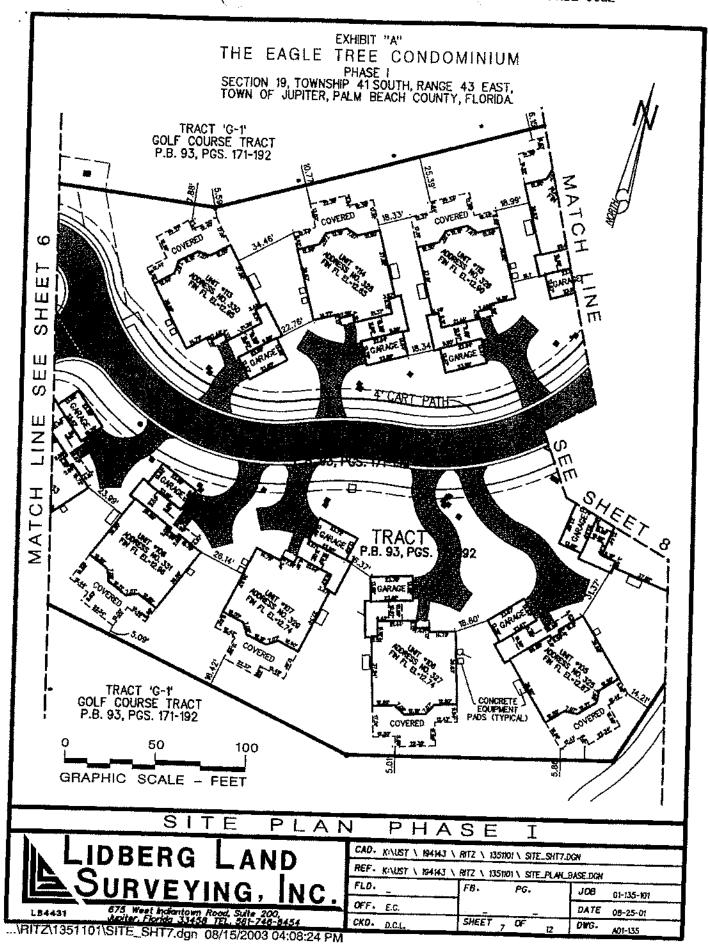


LEGAL DESCRIPTION CAD. K:\UST \ 194143 \ RITZ \ 1351101 \ LEGAL_SHT3.DGN DBERG LAND REF. FLD. J.P. FB. PG. 01-135-101 OFF. E.C. 675 West Indiantown Road, Suite 200, Apiter, Florida 33458 TEL, 561-746-8454 DATE 349 08-25-07 CKD. D.C.L. SHEET 3 OF DWG. ...\RITZ\1351101\LEGAL_SHT3.dgn 08/15/2003 03:53:47 PM AD1-135









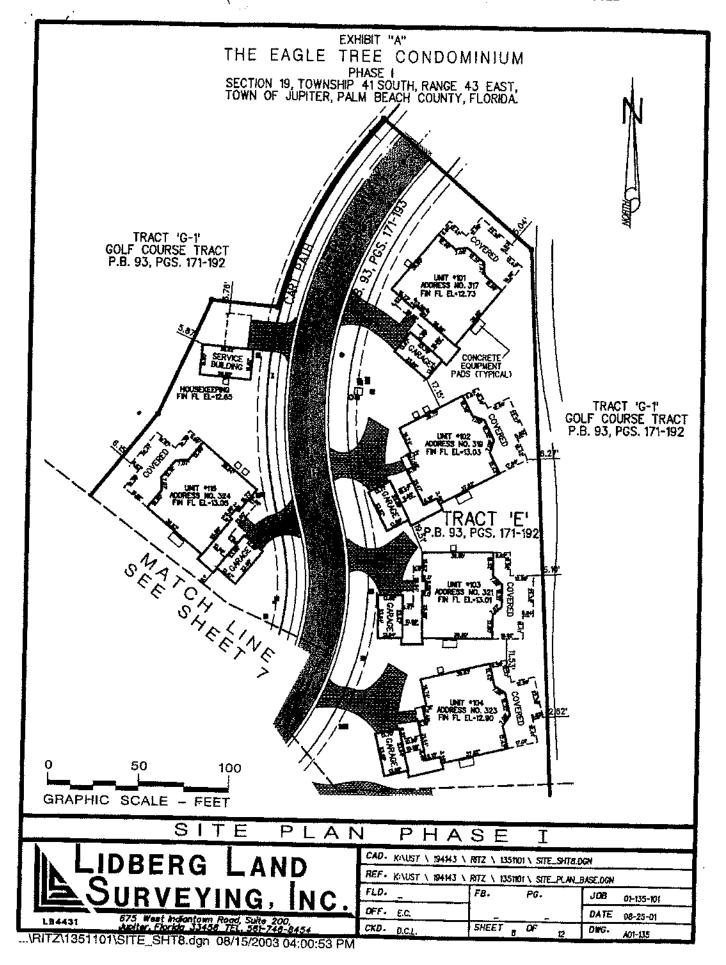
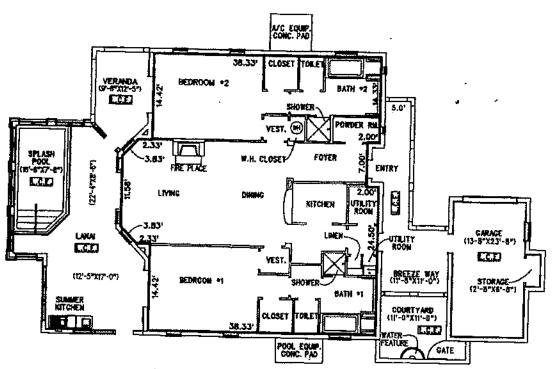


EXHIBIT "A" THE EAGLE TREE CONDOMINIUM PHASE ! SECTION 19, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA.



UNIT BOUNDARY

TYPICAL FOR UNITS 101, 103, 105, 108, 109 & 116

NOTES:

- 1. L.C.E. DENOTES LIMITED COMMON ELEMENT.
- 2. THIS IS NOT A SURVEY.

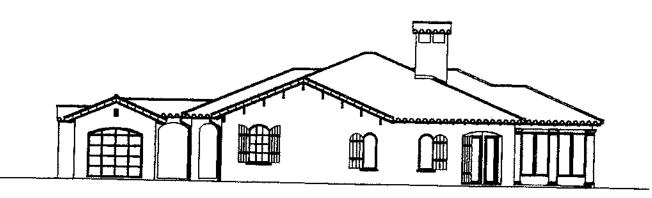
3. ALL INTERIOR MEASUREMENTS ARE INDICATED FROM THE FACE OF THE FINISH WALL.



4. COMMON ELEMENTS, SUCH AS, BUT NOT LIMITED TO, CONDUITS, WIRES, UTILITY LINES, DUCTS, LIGHTING, ETC., HAVE NOT BEEN GRAPHICALLY SHOWN.

1 STORY 2 BEDRO	M UNIT - PHASE T
LIDBERG LAND	CAD. K:\UST \ 194943 \ RETZ \ 1351101 \ 28_SHTS9-10.0GN
III CONTING EVIAD	REF-
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LB4431 575 West Indiantown Road, Suite 200, Apriller, Florids 33458 TEL, 561-746-8454	OFF - E.C DATE 08-25-01
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EXHIBIT "A" THE EAGLE TREE CONDOMINIUM PHASE I SECTION 19, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA.



ELEVATION

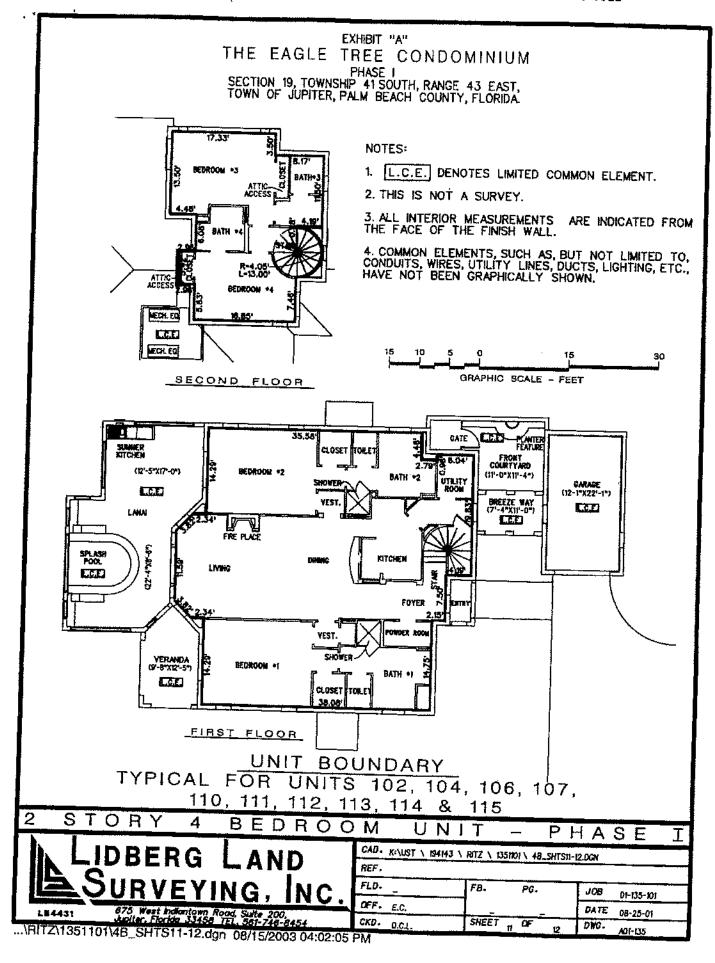
UNIT NO.	FINISH FLOOR ELEVATION	HIGHEST CEILING ELEVATION				
101	12.73	24.73				
103	13.01	25.01				
105	12.87	24.87				
108	12.96	24.96				
109	12.85	24.85				
116	13.05	25.05				

NOTES:

1. THIS IS NOT A SURVEY.

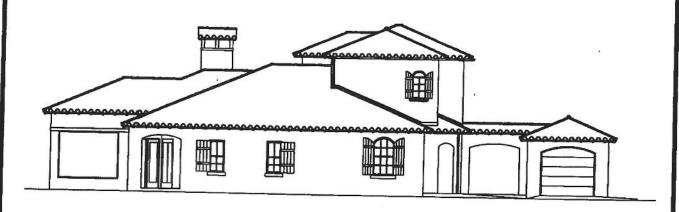


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THE EAGLE TREE CONDOMINIUM

PHASE I SECTION 19, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA.



ELEVATION

	FIRST	FLOOR	SECOND FLOOR
UNIT NO.	FINISH FLOOR ELEVATION	HIGHEST CEILING ELEVATION	HIGHEST CEILING ELEVATION
102	13.03	25.03	35.07
104	12.90	24.90	34.94
106 :	12.74	24.74	34.78
107	12.74	24.74	34.78
110	13.01	25.01	35.05
111	13.11	25.11	35.15
112	13.10	25.10	35.14
113	12.95	24.95	34.99
114	12.65	24.65	34.69
115	12.90	24.90	34.94

NOTES:

GRAPHIC SCALE - FEET

2 SIORY 4 BEDROC	M UNIT - PHASE T
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SURVEYING, NC.	FLD FB. PG. JOB 01-135-101
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ARTICLES OF INCORPORATION OF EAGLE TREE CONDOMINIUM ASSOCIATION



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of EAGLE TREE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on September 21, 2001, as shown by the records of this office.

The document number of this corporation is N01000006740.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-fourth day of September, 2001

CR2EO22 (1-99)

Katherine Herris Secretary of State

ARTICLES OF INCORPORATION OF EAGLE TREE CONDOMINIUM ASSOCIATION, INC.

(A Corporation Not For Profit)

The undersigned, being a natural person competent to contract, for the purpose of forming a corporation not for profit under the laws of the State of Florida, does hereby adopt, subscribe and acknowledge the following Articles of Incorporation:

ARTICLE I. NAME AND ADDRESS

The name of the corporation shall be Eagle Tree Condominium Association, Inc. (hereinafter referred to as "Association"). The street and mailing address of the initial office of the Association is c/o-The Ritz-Carlton Development Company, Inc., 6649 Westwood Boulevard, Suite 500, Orlando, Florida 32821-6090.

ARTICLE II. DEFINITIONS

All terms used in these Articles of Incorporation have the same meaning as defined in the Declaration of Condominium (hereinafter the "Declaration"), unless these Articles of Incorporation specifically provide otherwise, or unless the context dictates a contrary meaning.

ARTICLE III. TERM OF EXISTENCE

The Association shall exist for the life of the Condominium. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration. Corporate existence shall commence with the latter of the following to occur, as permitted by law: 1) filing with the Secretary of State, or 2) filing of record in the Public Records of Palm Beach County, Florida, the Declaration for Eagle Tree Condominium.

ARTICLE IV. PURPOSE

The purpose for which the Association is organized is to act as the governing association of Eagle Tree Condominium (hereinafter referred to as the "Condominium") located in Palm Beach County, Florida, and for any other lawful purposes.

ARTICLE V. POWERS

The Association shall have all common law and statutory powers permitted a corporation not for profit under Florida law which are not in conflict with these Articles, together with such additional specific powers as are contained in the Declaration and By-Laws.

ARTICLE VI. QUALIFICATION OF MEMBERS, THE MANNER OF THEIR ADMISSION, AND VOTING

Section I. The Incorporator is an officer and authorized agent of the Association. Upon the recording of the Declaration, RBF, LLC, its successors and/or assigns (hereinafter referred to as "Developer"), shall hold all memberships in the Association. At the time of closing of the transaction for the purchase of a Unit or a Residence Interest, the Owner thereof shall become a member of the Association. As and if additional phases are added to the

Condominium, the Developer shall initially hold all new memberships created thereby until transfer to a third party as provided hereinabove.

Section 2. Ownership of a Unit or Residence Interest shall be a prerequisite to exercising any rights as a member of the Association. Ownership may be held by one or more individuals or by a corporation, partnership, trust or any other appropriate legal entity with the power to hold title.

Section 3. Membership shall terminate upon the termination of the Condominium or upon transfer of ownership of the Unit or Residence Interest, provided the transfer is accomplished in accordance with all of the provisions of the Declaration. The transferor's membership shall automatically transfer and be vested in the new Owner succeeding to the ownership of the Residence Interest, subject to a lien thereon for all unpaid assessments, charges and expenses. The Association may rely upon evidence of a recorded deed as evidence of the transfer of ownership and thereupon terminate the transferor's membership and recognize the membership of the transferee.

Section 4. An Owner shall be entitled to one (1) vote for each Residence Interest with usage on a fractional basis based on the Allocation which the Owner may own. The Owner of a Unit not committed to the Vacation Plan shall be entitled to five (5) votes.

ARTICLE VII. INCORPORATOR

The name and address of the Incorporator of the Association is as follows:

Name

Address

Scott Schreiber

6649 Westwood Boulevard

Suite 500

Orlando, Florida 32821-6090

ARTICLE VIII. BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be managed and conducted by a Board of Directors. The number, terms of office and provisions regarding election, removal and filling of vacancies on the Board of Directors shall be as set forth in the By-Laws of the Association.

Section 2. The initial Board of Directors shall consist of five (5) persons. The names and residence addresses of the initial Board of Directors who shall hold office until their successors have been duly elected and qualified as provided in the By-Laws are as follows:

Scott Schreiber

6649 Westwood Boulevard, Suite 500

Orlando, Florida 32821-6090

Jeff Comfort

6649 Westwood Boulevard, Suite 500

Orlando, Florida 32821-6090

Alexandra Walterspiel

6649 Westwood Boulevard, Suite 500

Orlando, Florida 32821-6090

800K 15778 PAGE 0092

Chad Jensen

6649 Westwood Boulevard, Suite 500

Orlando, Florida 32821-6090

David Short

6649 Westwood Boulevard, Suite 500

Orlando, Florida 32821

ARTICLE IX. OFFICERS

The officers of the Association shall consist of a president, a vice president, and a secretary/treasurer and such other officers as the Board of Directors may from time to time deem appropriate. The officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

The names of the officers who shall serve until the first election are:

Name

Office

Scott Schreiber Alexandra Walterspiel

President Vice President Treasurer

Jeff Comfort Chad Jensen

Secretary

ARTICLE X. BY-LAWS

The By-Laws of the Association are to be made or approved by the initial Board of Directors and thereafter may be amended, altered, modified or rescinded as set forth in the By-Laws and as permitted by law.

ARTICLE XI. AMENDMENTS TO THE ARTICLES OF INCORPORATION

Section 1. Amendments to these Articles of Incorporation shall be made in the following manner:

- (a) The Board of Directors shall adopt a resolution setting forth the proposed amendment and, if members have been admitted, directing that it be submitted to a vote at a meeting of the members, which may be either the annual or a special meeting. If no members have been admitted, the amendment shall be adopted by a vote of a majority of directors and the provisions for adoption by members shall not apply.
- (b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon within the time and in the manner provided in the By-Laws for the giving of notice of meetings of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.
- (c) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the

affirmative vote of a majority of the votes of all members of the Association entitled to vote thereon.

- Section 2. Any number of amendments may be submitted to the members and voted upon by them at one meeting.
- Section 3. Notwithstanding anything herein to the contrary, no amendment shall make any change in the qualifications for membership without approval in writing of all of the members and the consent of all record holders of mortgages upon any Condominium Property or upon property held by the Association. No amendment shall be made that is in conflict with Chapter 718, Florida Statutes, or the Declaration. No amendment which affects the rights and privileges provided to the Developer in Chapter 718, Chapter 721 or the Declaration shall be effective without the written consent of the Developer.

ARTICLE XII. ADDITIONAL PROVISIONS

- Section I. No officer, director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration.
- Section 2. The Association shall not be operated for profit. This corporation is organized under a non-stock basis, no dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors or officers. The Association may pay compensation in a reasonable amount to its members, directors or officers for services rendered, and may confer benefits upon its members as permitted by law. No such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.
- Section 3. Any assessments or fees collected by the Association, or by any managing entity acting on behalf of the Association, are held for the benefit of members of the Association and shall not be considered income of the Association.
- Section 4. Where the context of these Articles permits, the use of plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.
- Section 5. Should any paragraph, sentence, phrase or portion thereof, of any provision of these Articles or of the By-Laws or rules and regulations promulgated thereunder be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts thereof or of the remaining instruments or the application of such provisions to different circumstances.
- Section 6. Every director and every officer of the Association shall be indemnified by the Association for all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer at the time such expenses are incurred, except in such cases where the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors has approved such settlement and reimbursement as being in the best interests of the Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII. REGISTERED AGENT

The name and address of the initial registered agent for the service of process upon the Association is:

> The Prentice-Hall Corporation System, Inc. 1201 Hays Street Tallahassee, Florida 32301

The above address is also the address of the registered office of the Association.

IN WITNESS WHEREOF, the subscribing Incorporator has hereunto set his hand and caused these Articles of Incorporation to be executed this day of heaven, 2001.

Scott Schreiber, Incorporator

STATE OF FLORIDA)

COUNTY OF ORANGE)

EXPIRES: October 29, 2004 includ Three Notiney Public Underwithin

The foregoing instrument was acknowledged before me this 20th day of Suplander 2001, by Scott Schreiber, as the Incorporator of Eagle-Tree Condominium Association, Inc. He is personally known to me.

(Signature of Notary Public) ANDREW HATCHER, III BY COMMISSION & CC 969353

(Print, Type, or Stamp Commissioned Name of

Notary Public)

ACCEPTANCE BY AGENT

Having been designated as registered agent to accept service of process for Eagle Tree Condominium Association, Inc. within the State of Florida, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

THE PRENTICE-HALL CORPORAT	TION SYSTEM, INC.	
By: Alena Signature of Registered Agent)		9/21/2001 (Date)
If signing on behalf of an entity:	Lynette Coleman as its agent	
(Typed or Printed Name)		(Capacity)

TALLATE STEELINGS

EXHIBIT "C"

BYLAWS OF EAGLE TREE CONDOMINIUM ASSOCIATION

BYLAWS

OF

EAGLE TREE CONDOMINIUM ASSOCIATION, INC. (a Florida corporation not for profit)

ARTICLE I.

IDENTITY

The Association whose name appears at the end of this instrument is a Florida corporation not for profit, organized and existing under the laws of the State of Florida for the purpose of administering (but not exclusively unless so provided in the Association's Articles of Incorporation) the Condominium created by the Declaration of Condominium to which these Bylaws are attached; and the following Bylaws shall govern the operation of said Condominium and Association.

- Section 1. Office of Association: The office of the Association shall be in care of The Ritz-Carlton Management Company, Inc., 6649 Westwood Boulevard, Suite 500, Orlando, Florida 32821-6090, or at such other place as may subsequently be designated by the Board of Directors of the Association.
- Section 2. <u>Seal of Corporation</u>: The Seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words, "Corporation Not For Profit", and the year of incorporation.
- Section 3. <u>Definitions</u>: As used herein: the word "Corporation" shall be the equivalent of "Association," as defined in the Declaration of Condominium to which these Bylaws are attached. "Vacation Plan" shall also be defined in said Declaration of Condominium. "Owner" shall mean person(s) holding fee simple title to a Condominium Parcel or, in the case of Fractional Residences, person(s) holding title to a Residence Interest, and said definition shall include the Developer for unsold Units dedicated to the Condominium and Residence Interests made part of the Vacation Plan but not yet sold, and for Units or Residence Interests reacquired through foreclosure or other means, unless Developer is specifically excluded. "Board of Administration" or "Board of Directors" or "Board" shall be used interchangeably and shall mean, as used herein, the governing body of the Association. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration of Condominium to which these Bylaws are attached, unless specifically defined otherwise.

ARTICLE II.

MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership: Membership in the Association shall be limited to owners of Units and Residence Interests in condominiums wherein this Corporation has been designated the Association to operate and administer said condominium by virtue of the Declaration of Condominium of said condominium. Transfer of ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If ownership is vested in more than one person, then the vote of all of the persons so owning said Unit shall be cast by the "voting member", which term is hereinbelow defined. If ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its "voting member." Notwithstanding the foregoing, each Owner of a Residence Interest shall be entitled to cast his share of the vote of the Unit in which he owns his Residence Interest.

Section 2. Voting:

- (a) Each Unit, with the exception of Commercial Units, if any, which are not entitled to vote, shall be entitled to eight (8) votes. The votes of a Unit not committed to the Vacation Plan shall not be split, and each block of eight (8) votes in such a Unit must be voted in like manner. Notwithstanding the foregoing, each Residence Interest with usage in a Unit shall be entitled to one (1) vote assigned to the Unit in which such Residence Interest exists.
- (b) A majority of the total votes represented at a meeting at which a quorum is present shall decide any question, unless the Declaration of Condominium, Bylaws or Articles of Incorporation of the Association provide otherwise.

Section 3. Quorum: Unless otherwise provided in these Bylaws, the presence in person or by proxy of fifteen percent (15%) of the voting interests, i.e., the presence of Owners holding fifteen percent (15%) of the total vote not fifteen percent (15%) of the members, shall constitute a quorum.

Section 4. Proxies: Votes may be cast in person or by proxy in accordance with controlling law, including Chapter 718 and Chapter 721. To the extent permitted by law, votes may also be cast electronically or by any other means in accordance with procedures established by the Board. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5). Where a Unit or Residence Interest is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

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.

Each proxy shall specifically set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy, and the date the proxy was given.

Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items which the holder of the proxy may vote, and the manner in which the vote is cast.

If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place. If such provision is not made, substitution is not authorized.

Every proxy shall be revocable at any time at the pleasure of the Owner who originally granted the proxy.

Designation of Voting Member: If a Unit or a Residence Interest (either one hereinafter from time to time referred to as an "interest") is owned by one person, his right to vote shall be established by the recorded title to the Unit or Residence Interest. If a particular interest is owned by more than one (1) person, the person entitled to cast the vote for the interest shall be designated in a certificate, signed by all of the record owners of the interest and filed with the Secretary of the Association. If an interest is owned by other than a natural person, e.g., a corporation or partnership, the officer, employee, partner or other individual thereof entitled to cast the vote of the interest for such legal entity shall be designated in a certificate for this purpose, signed by the President or Vice-President and attested to by the Secretary or Assistant Secretary in the case of a corporation, or a general partner in the case of a general or limited partnership, and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for an interest shall be known as the "voting member". Such certificates shall be valid until revoked or superseded by a subsequent certificate, or until a change in the ownership of the interest concerned. If such a certificate is not on file with the Secretary of the Association for an interest owned by more than one person or by such legal entity, the vote of the interest concerned shall not be considered in determining the requirement for a quorum, nor for any purpose requiring the approval of a person entitled to cast the vote for the interest, except if said interest is owned by a husband and wife. If an interest is owned jointly by a husband and wife, the following three provisions are applicable thereto.

- (a) The husband and wife may, but shall not be required to, designate a voting member.
- (b) If the spouses do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, their vote shall not be counted until they reach a unanimous decision on such subject. (As previously provided, the vote of a Unit cannot be split).

(c) If the husband and wife do not designate a voting member, and only one is present at a meeting, the person present may cast the vote, just as though such spouse owned the unit individually, and without establishing the concurrence of the absent spouse.

Section 6. <u>Units Subject to Vacation Plan</u>: Notwithstanding any other provisions in these Bylaws, each Owner of a Residence Interest shall be entitled to cast the whole or fractional vote attributable to the Residence Interest. In the case of such Fractional Residence, the provisions of Section 4, Proxies, and Section 5, Designation of Voting Member, shall apply to each Residence Interest therein.

ARTICLE III.

MEETING OF THE MEMBERSHIP

Section 1. <u>Place</u>: All meetings of the Association membership shall be held at the Condominium Property, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the notice of the meeting, and shall be open to all Owners.

Section 2. <u>Notices</u>: It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting, including an agenda for such meeting, stating the time and place thereof, to each Owner of record not less than fourteen (14) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be mailed to or served at the address of the Owner as it appears on the books of the Association. The Management Company may provide any notice required under this Section.

Adequate notice of all meetings shall be given to members as stated in the preceding paragraph and shall be posted at least forty-eight (48) continuous hours in advance, except notice of annual meetings which shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the annual meeting.

If required by law, notice of any meeting where assessments against 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.

An officer of the Association or the Management Company shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were malled or hand delivered as hereinabove described, to each Owner at the address last furnished to the Association.

Section 3. <u>Annual Meeting</u>: A meeting shall be held annually for the purpose of electing directors and transacting any other business authorized to be transacted by the members. The Board of Directors may determine the date and time of the annual meeting so long as the required notice provisions herein are met. At the annual meeting, the members shall elect by plurality vote (cumulative voting prohibited),

member(s) to fill vacancies on the Board of Directors, and shall transact such other business as may properly be brought before the meeting.

Section 4. <u>Special Meeting</u>: Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting members representing twenty-five percent (25%) of the total votes (except for special meetings to recall members of the Board of Directors which only require a ten percent (10%) membership vote), which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. <u>Waiver and Consent</u>: Whenever the vote of members at a meeting is required or permitted by any provision of these Bylaws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action.

Section 6. Adjourned Meeting: If any meeting of members cannot be organized because a quorum is not present, either in person or by proxy, the meeting may be adjourned to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. <u>Approval or Disapproval</u>: Approval or disapproval of Owners upon any matter, whether or not the subject of an Association meeting, shall be by the voting members. However, where a Unit is owned jointly by a husband and wife, and they have not designated one of them as a voting member, their joint approval or disapproval shall be required when they are both present, or in the event only one is present, that person may cast the vote without either establishing the concurrence of the absent person or presenting a proxy from the absent spouse.

Section 8. <u>The Management Company</u>: The Management Company, as long as any Management Agreement remains in effect, shall be entitled to notice of all Association meetings, and shall be entitled to attend the Association's meetings, and it may designate such person(s) as it desires to attend such meetings on its behalf.

Section 9. <u>Minutes of Meetings</u>: The minutes of all meetings of the Owners and the Board of Directors shall be kept in a book available for inspection by Owners, or their authorized representatives, and Board members at any reasonable time.

The Association may retain minutes for a period to be determined by the Board of Directors, provided however, said period shall not be less than seven (7) years, unless a lesser period of retention is allowed by law.

Section 10. <u>Order of Business</u>: The order of business at annual meetings of members and as far as practical at other members' meetings, shall be:

- (a) Cail to order;
- (b) Election of a chairman of the meeting, unless the President or Vice President is present, in which case that person shall preside;
- (c) Calling of the roll, certifying of proxies, determination of a quorum;
- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes;
- (f) Reports of officers;
- (g) Reports of committees;
- (h) Appointment of inspectors of election, if applicable;
- (i) Determination of number of directors, if applicable:
- (j) Election of directors, if applicable;
- (k) Unfinished business;
- New business;
- (m) Adjournment.

Section 11. <u>Recording Devices</u>: Any Owner may tape record or video-tape a meeting of the members, subject to reasonable rules adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes, and the Board of Directors in accordance with applicable law.

Section 12. <u>Developer Approval</u>: For so long as the Developer holds Units or Residence Interests for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

- (a) Assessment of the Developer as the Owner of Units or Residence Interests for capital improvements; and,
- (b) Any action by the Association that would, in the Developer's sole and absolute judgment, be detrimental to the sale of Units or Residence Interests by the Developer.

ARTICLE IV.

DIRECTORS

Section 1. <u>Number, Term and Qualifications</u>: The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than seven (7) persons, as is determined from time to time by the members of the Association. All officers or directors of a corporate Owner, all general partners of a general or limited partnership, or other such representatives of any other legal entity, shall be deemed to be members of the Association so as to qualify as a director herein. The term of each director's service shall extend until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below.

Section 2. <u>First Board and Election of Directors</u>: The first Board of Directors of the Association who shall hold office and serve until their successors have been elected and qualified, shall consist of Scott Schreiber, Jeff Comfort, Alexandra Walterspiel, Chad Jensen and David Short. These directors shall serve until replaced by the Developer in accordance with Section 15 of this Article or until Owners other than the Developer are entitled to elect directors as set forth in Section 19 of this Article.

The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Directors (other than the initial or subsequent directors appointed by the Developer) shall be elected at the annual meeting of members by the affirmative vote of a plurality of the total votes cast either in person or by proxy (to the extent allowed by law). Each voter shall be entitled to cast a number of votes equal to the number of vacancies to be filled. There shall be no cumulative voting. A Nominating Committee may be appointed by the Board of Directors to select candidates for election, and the Committee shall nominate not less than one person for each directorship to be filled. Nominations for additional directorships created at the meeting shall be made from the floor. Other nominations also may be made from the floor.

Until such time as Owners other than the Developer are entitled to elect all directors, the term of directors not appointed by the Developer (i.e., those elected by members) shall be until the subsequent annual meeting of the members of the Association. At the first annual meeting where Owners other than the Developer are entitled to elect all directors, then a class of directorships shall be created having terms of three (3) years, two (2) years, and one (1) year, respectively. One (1) member of the Board shall be elected at such meeting for a three (3) year term, the second and third members shall each be elected for two (2) year terms, and the fourth and fifth members shall each be elected for a one (1) year term. The candidate receiving the greatest number of votes shall be elected to the three (3) year term, the candidates receiving the second and third greatest number of votes shall be elected to the two (2) year terms,

and the candidates receiving the fourth and fifth greatest number of votes shall be elected to a one (1) year term. At the expiration of the initial term of office of each of the foregoing members of the Board, his successor shall be elected to serve a term of three (3) years. Should the Association vote to increase the number of directors, then this system of staggered terms may be modified accordingly.

Section 3. Removal of Directors: At any duly convened regular or special meeting, any one or more of the directors may be removed, with or without cause, by the vote or agreement in writing of a majority of all the voting interests.

The calling of a special meeting of Owners to remove members of the Board of Directors may be called by members holding at least ten percent (10%) of the total voting interests. Notice of such meeting shall be given as required by law and shall state the purpose of the meeting. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Owners' meeting to recall one (1) or more Board members. At the meeting, the Board shall determine whether or not to certify the recall in accordance with applicable law. If the Board certifies the recall, the recalled member shall be recalled effective immediately and shall turn over to the Board all records and property of the Association in his possession within five (5) full business days.

Section 4. <u>Vacancies on Directorate</u>: If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at any regular or special meeting of the Board of Directors shall choose a successor or successors, who shall hold office for the balance of the unexpired term.

Section 5. <u>Disqualification and Resignation of Directors</u>: Any director may resign at any time by sending a written notice of such resignation to the Secretary of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the directors elected at such first annual meeting of the membership, the transfer of title of his Unit or Residence Interest by a director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No Member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, if a majority of directors then in office vote for the removal.

Section 6. Regular Meetings: The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Meetings may be conducted through the use of any means of communication permitted by law by which all directors participating may hear each other simultaneously during the meeting (e.g., teleconference) or by unanimous written consent in lieu of an actual meeting. Except in an emergency, or except as otherwise permitted by law, notice of regular meetings shall be given to each director personally or by mail, telephone, facsimile transmission or electronically at least five (5) days prior to the day named for such meeting. All meetings of the Board of Directors, including special meetings in accordance with Section 7 below and except as provided by law, shall be open to all Owners. An Owner may tape, record or videotape such meetings

subject to any reasonable rules adopted by the Board in accordance with applicable law. An Owner may speak at such meeting with reference to all designated agenda items in compliance with any reasonable rules adopted by the Board governing the frequency, duration and manner of Owner statements.

Section 7. <u>Special Meetings</u>: Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving five (5) days notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 8. <u>Directors' Waiver of Notice</u>: Before or at any meeting of the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Adequate notice of all meetings shall also be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance.

Section 9. Quorum: At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any 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. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice.

Section 10. <u>Joinder by Written Concurrence</u>: A member of the Board of Directors may join by written concurrence in any action taken at a meeting of the Board by signing and concurring in the minutes of that meeting, but such concurrence may not be used for the purpose of creating a quorum.

Section 11. <u>Telephone Conferences</u>: When a telephone conference is used, a telephone speaker shall be utilized so that the discussion may be heard by the Board members and by any Owners present in an open meeting. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

Section 12. No Proxy: There shall be no voting by proxy at any meeting of the Board of Directors.

Section 13. Minutes of Meetings: The minutes of all meetings of the Board of Directors shall be kept as set forth under Section 17(q) of this Article in a book available for inspection by Owners or their authorized representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years, or such lesser period as required by law. Owners and their

authorized representatives shall have the right to make written notations from the minutes so maintained.

Section 14. <u>Compensation</u>: The directors' fees, if any, shall be determined by the voting members.

Section 15. <u>Developer's Selection of Directors</u>: Subject to the provisions of Section 718.301, Florida Statutes, the Developer shall have the right to designate the directors, who need not be Owners of Units or Residence Interests in the Condominium, and said directors may not be removed by members of the Association, as elsewhere provided herein, but may be removed by the Developer in its sole discretion, at any time, with or without cause; and where such a vacancy occurs for any reason whatsoever, the vacancy shall be filled by the person designated by the Developer.

Section 16. The Management Company: The Management Company, as long as any Management Agreement remains in effect, shall be entitled to notice of all Board meetings and shall be entitled to attend the Board meetings, and it may designate such person(s) as it desires to attend such meetings on its behalf.

Section 17. <u>Powers and Duties</u>: The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration of Condominium, this Association's Articles of Incorporation, or these Bylaws, directed to be exercised and done by Owners. These powers shall specifically include, but shall not be limited to the following:

- (a) To exercise all powers specifically set forth in the Declaration of Condominium, this Association's Articles of Incorporation, in these Bylaws, in Chapter 718 and in Chapter 721, and all powers incidental thereto.
- (b) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association.
- (c) To employ, dismiss and control, subject to the terms of any contract, the personnel necessary for the maintenance and operation of the Condominium and Association Property, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.
- (d) To make and amend regulations respecting the operation and use of the Common Elements and Condominium and Association Property and the use and maintenance of the Units and Common Elements and Association Property therein.
- (e) To contract for the management of the Condominium and to delegate to such Management Company all the powers and duties of the Association,

except those which may be required by the Declaration of Condominium or applicable law to have approval of the membership of the Association or of the Board of Directors. To contract for the management or operation of portions of the Common Elements or Association Property susceptible to the separate management or operation thereof, and to lease or to grant concessions in such portions. Notwithstanding any provisions contained in these Bylaws to the contrary, it is the intent of these Bylaws that the ability of the Board of Directors to independently terminate a contract for the management of the Condominium without a vote of the Owners as provided in Chapter 721 or Chapter 718 shall be governed solely by the terms and conditions of said management contract.

- (f) To further improve the Condominium or Association Property, both real and personal, and to purchase realty and items of furniture, furnishings, fixtures, and equipment for the foregoing.
- (g) To designate one or more Executive Committees which, to the extent provided in the resolution designating said Executive Committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. The Committee or Committees shall have such name or names as may be determined from time to time by the Board of Directors. The foregoing powers shall be exercised by the Board of Directors or its Management Company or employees, subject only to approval by Owners when such is specifically required. An Executive Committee, however, shall not have power to:
 - (i) determine the Common Expenses required for the operation of the Condominium;
 - determine the assessments payable by the Owners to meet the Common Expenses of the Condominium;
 - (iii) adopt or amend Rules and Regulations covering the details of the operation of the Condominium or Association Property;
 - (iv) purchase, lease or otherwise acquire Units in the Condominium in the name of the Association;
 - approve or recommend to Owners any actions or proposals required by Chapter 718, Chapter 721, the Declaration, the Articles or these Bylaws to be approved by Owners; or
 - (vi) fill vacancies on the Board of Directors.
- (h) To enter into and terminate agreements with organizations providing Owners of Residence Interests the ability to trade their time periods with Owners of time periods at other resorts.

- (i) After control of the Association is obtained by Owners other than the Developer, to institute, maintain, settle or appeal actions or hearings in its name on behalf of all Owners concerning matters of common interest, including but not limited to the Common Elements and commonly-used facilities.
- (j) To have the irrevocable right of access to each Unit during reasonable hours as necessary for the maintenance, repair or replacement of any Common Elements or Association Property or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units or to the Association Property.
- (k) To impose a lien on each Residence or Residence Interest for any unpaid assessments, maintenance fees or special charges imposed pursuant to Section 721.16, Florida Statutes, and in accordance with the Declaration of Condominium, with interest, costs and attorney's fees incurred in the collection of the delinquent payment or enforcement of the lien. It also has the power to purchase the Residence or Residence Interest at the foreclosure sale and to hold, lease, mortgage or convey it.
- (I) In addition to its right to purchase Residence or Residence Interest at a lien foreclosure sale, to purchase Residence or Residence Interest in the Condominium and to acquire, hold, lease, mortgage and convey them.
- (m) Without the joinder of any Owner, to modify or move any easement for ingress and egress or for utilities purposes if the easement constitutes part of or crosses the Condominium or Association Property.
- (n) To purchase any land on the approval of two-thirds (2/3) of the total votes of Owners of the Association.
- (o) To enter into agreements, acquire leaseholds, memberships and other possessory or use interests in lands or facilities, such as country clubs, golf courses, marinas and other recreational facilities, whether contiguous to the Condominium or Association Property, or not, if they are intended to provide enjoyment, recreation or other use or benefit to the Owners.
- (p) If it appears through a drafter's error in the Declaration that the Common Elements, Common Expenses or Common Surplus has been stated or distributed improperly, to approve an amendment to the Declaration correcting that error. No Owners, except those directly affected, must join in the execution of the amendment.
- (q) To maintain the Association's official records, which shall be open to inspection by any Association member or his authorized representative at all reasonable times.

- (r) To use its best efforts to obtain and maintain adequate insurance to protect the Association and the Common Elements.
- (s) To furnish annual financial reports to members, as required by law.
- (t) If the Association may be exposed to liability in excess of insurance coverage in any legal action, to give notice of the exposure to all Owners, who shall have the right to intervene and defend.
- (u) To provide to any Owner, Mortgagee or other record lienholder so requesting a certificate showing the amount of unpaid assessments or maintenance fees respecting the Owner's Residence or Residence Interest.
- (v) To pay the annual fee to the Florida Division of Florida Land Sales, Condominium and Mobile Homes (the "Division") for each seven (7) day annual use period within the Vacation Plan.
- (w) To pay taxes or assessments against the Common Elements or Association Property as required.
- (x) To pay costs of utilities services rendered to the Condominium and Association Property and not billed directly to individual Owners.
- (y) To impose fines on Owners in such reasonable sums as they may deem appropriate (except as specifically provided in the Declaration or any exhibit thereto), for violations of Chapter 718 or Chapter 721, the Declaration, the Articles of Incorporation, these Bylaws and lawfully adopted Rules and Regulations, by Owners or their guests or tenants. The Board may collect those fines in one or more installments. Each day of violation shall be a separate violation. No fine shall be imposed until the offending party (which always shall include the Owner) has been given written notice of the violation and an opportunity to appear and be heard before a committee of other Unit Owners designated by the Board of Directors. For continuing violations, only a single notice and opportunity for hearing shall be required. No fine will become a lien against a unit.
- (z) To deny use privileges of the accommodations and facilities to members (and to persons claiming use under such members) who are delinquent in the payment of any assessments levied by the Board of Directors, or in the payment of ad valorem real estate taxes, and to rent the same on such members' account, to the extent allowed by and in accordance with applicable law.
- (aa) To authorize Owners or others to use portions of the Common Elements or Association Property, such as social rooms and meeting rooms, if any, for private parties and gatherings, for which reasonable charges may be imposed for the clean-up of such rooms after use by them.

- (bb) To repair or reconstruct improvements after casualties.
- (cc) For labor performed on or materials furnished to the Common Elements or Association Property, if authorized by the Board of Directors, to file a lien against all Residences or Residence Interests in the proportions for which the Owners are liable for Common Expenses.

Section 18. <u>Order of Business</u>: The order of business at meetings of directors shall be:

- (a) Calling of roll;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes:
- (d) Reports of officers and committees;
- (e) Election of officers:
- (f) Unfinished business;
- (g) New business;
- (h) Adjournment.

Section 19. Election of Directors by Owners other than the Developer:

- (a) One-third. When Owners other than the Developer own fifteen percent (15%) or more of the Residences or Residence Interests that will be operated ultimately by the Association, they shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors.
- (b) <u>Majority</u>. Owners other than the Developer are entitled to elect no less than a majority of the members of the Board of Directors at the earliest of:
 - three (3) years after fifty percent (50%) of the Residences or Residence Interests that ultimately will operated by the Association have been conveyed to purchasers; or
 - (ii) three (3) months after ninety percent (90%) of the Residences or Residence Interests that ultimately will be operated by the Association have been conveyed to purchasers; or
 - (iii) when all the Residences or Residence Interests that ultimately will be operated 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 the business; or

- (iv) when some of the Residences or Residence Interests 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
- (v) seven (7) years after recordation of the Declaration of Condominium creating the initial phase of the Condominium.
- (c) <u>Developer Member</u>. The Developer is entitled 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 at least five percent (5%) of the Residences or Residence Interests that ultimately will be operated by the Association.
- (d) Election. Within seventy-five (75) days after the Owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call a meeting of the Owners to elect the member or members of the Board of Directors and give not less than sixty (60) days notice of such meeting. The meeting may be called and the notice given by any Owner, if the Association fails to do so. Upon the election of the first Owner other than the Developer to the Board of Directors, either the Board or the Developer shall forward to the Florida Division of Land Sales, Condominiums and Mobile Homes the name and mailing address of said member.
- (e) Relinquishment of Control. Either before or not more than sixty (60) days after the time that Owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall relinquish control of the Association and the Owners shall accept control. Simultaneously (or within the time periods allowed by law), the Developer shall deliver to the Association, at the Developer's expense, all property of the Owners and of the Association held or controlled by the Developer, including, but not limited to, those items required by law. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Residences or Residence Interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.
- (f) <u>Early Transfer</u>. Nothing contained in this Section shall be deemed to prevent the Developer from transferring control of the Association to Owners other than the Developer before the occurrence of the events described in this Section.

Section 20. <u>Failure to Elect Director Quorum</u>: If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium is situated for the appointment of a receiver to manage the affairs of the Association, in the manner prescribed in the Condominium Act. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorney's fees.

The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

ARTICLE V.

OFFICERS

Section 1. <u>Elective Officers</u>: The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors.

One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. Officers need not be directors or members of the Association.

- Section 2. <u>Election</u>: The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.
- Section 3. <u>Appointive Officers</u>: The Board may appoint Assistant Secretaries and Assistant Treasurers, and such other officers as the Board of Directors deems necessary.
- Section 4. <u>Term</u>: The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e.g., if the Board of Directors is composed of five (5) persons, then three (3) of said directors must vote for removal). If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.
- Section 5. The President: The President shall be the Chief Executive Officer of the Association; shall preside at all meetings of the Owners and of the Board of Directors; shall have executive powers and general supervision over the affairs of the Association and other officers; and shall sign all written contracts to perform all of the duties incident to the office of President and which may be delegated to the President from time to time by the Board of Directors.

Section 6. <u>The Vice President</u>: The Vice President shall perform all of the duties of the President in the President's absence, and such other duties as may be required of the Vice President from time to time by the Board of Directors or President of the Association.

Section 7. The Secretary: The Secretary shall issue notices of all Board of Directors' meetings and all meetings of the Owners; shall attend and keep the minutes of same; shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer or by the Management Company, as permitted. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent, and such other duties assigned by the Secretary. The duties of the Secretary may be fulfilled by the Management Company employed by the Association, and the Management Company may maintain and have custody of such books and records of the Association as it determines in its sole discretion.

Section 8. The Treasurer:

- (a) The Treasurer shall have custody of the Association's funds and securities, except the funds payable to the Management Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit and/or Residence Interest in the manner required by Chapter 718 and Chapter 721.
- (b) The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his transactions as the Treasurer and of the financial condition of the Association.
- (c) The Treasurer shall collect the assessments and maintenance fees and shall promptly report the status of collections and of all delinquencies to the Board of Directors.
- (d) The Treasurer shall give status reports to potential transferees on which reports the transferees may rely.
- (e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent, and such other duties assigned by the Treasurer.
- (f) The duties of the Treasurer may be fulfilled by the Management Company employed by the Association, and said Management Company may

maintain and have custody of such books of the Association as it determines, in its sole discretion.

Section 9. <u>Compensation</u>: Officers' fees, if any, shall be determined by the voting members.

ARTICLE VI.

FISCAL MANAGEMENT

- Section 1. <u>Board Adoption of Budget</u>: The Board of Directors shall adopt a budget for the Common Expenses of the Association in advance of the end of each fiscal year in compliance with the provisions of Chapters 721 and 718, Florida Statutes, respectively.
- Section 2. <u>Budget Requirements</u>: The proposed annual budget of Common Expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, when applicable, but not limited to:
 - (a) Administration of the management entity
 - (b) Management fees
 - (c) Maintenance and repairs
 - (d) Rent for recreational and other commonly used facilities
 - (e) Taxes on Association/fractional Property
 - (f) Taxes on leased areas
 - (g) Insurance
 - (h) Security provisions
 - (i) Utilities, refuse collection and cable television
 - (j) Landscaping maintenance
 - (k) Fees payable to the Florida Division of Land Sales, Condominiums and Mobile Homes
 - (I) Other expenses
 - (m) Operating capital
 - (n) Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting, pavement

resurfacing, replacement of Unit furnishings and equipment, and any other component for which the deferred maintenance expense or replacement the useful life of which is less than the useful life of the overall structure. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. Reserves may be removed from the final budget if, by a majority vote at a duly called meeting of the Association, the Owners shall determine for a fiscal year to provide no reserves or reserves less adequate than required by law, or as otherwise permitted by Chapter 718 and Chapter 721.

Section 3. <u>Notice of Budget Meeting</u>: The Board of Directors shall mail, or otherwise provide in accordance with applicable law, a meeting notice and copies of the proposed annual budget to the Owners not less than fourteen (14) days before the Board meeting at which the budget will be considered, or such lesser period as permitted by law. The meeting shall be open to all Owners.

Member Rejection of Excessive Budget: If a budget adopted by the Board of Directors requires assessment against the Owners in any fiscal year exceeding one hundred and fifteen percent (115%) of the assessment for the previous fiscal year, the Board, on written application of at least ten percent (10%) of all voting interests received by the Board within twenty one (21) days after adoption of the budget, shall call a special meeting of the Owners, to be conducted within sixty (60) days after adoption of the budget. The special meeting shall be called on not less than fourteen (14) days' written notice to each Owner. At the special meeting, Owners may consider and adopt a substitute budget by the approval of not less than sixty-seven percent (67%) of all voting interests. If a quorum is not present or a substitute budget is not adopted at the special meeting, the budget previously adopted by the Board shall take effect as scheduled. Provisions for reasonable reserves for repair or replacement of the Condominium Property, nonrecurring expenses and assessments for betterments to the Condominium Property shall be excluded from the computation in determining whether assessments exceed one hundred and fifteen percent (115%) of similar assessments in the previous year.

Section 5. <u>Alternative Budget Adoption by Members</u>: At its option, for any fiscal year, the Board of Directors may propose a budget to the Owners at a meeting of members or in writing. If the proposed budget is approved by the Owners at the meeting or by a majority of all Owners in writing, the budget shall be adopted.

Section 6. <u>Budget Restraints on Developer</u>: As long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than one hundred and fifteen percent (115%) of the previous year's assessment without approval of a majority of all the voting interests. Provisions for reasonable reserves for repair or replacement of the Condominium Property, nonrecurring expenses and assessments for betterments to the Condominium Property shall be excluded from the computation in determining whether assessments exceed one hundred and fifteen percent (115%) of similar assessments in the previous year.

Section 7. <u>Accounting Records and Reports</u>: The Association shall maintain accounting records according to good accounting practices. The records shall be open to inspection by Owners or their authorized representatives at reasonable times. The records shall include, but are not limited to:

- (a) a record of all receipts and expenditures, and
- (b) an account for each Unit or Residence Interest, designating the name and current mailing address of the Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid on the account and the balance due.

After each fiscal year on such date as is determined by the Board of Directors, or as required by law, the Board of Directors may mail, furnish by personal delivery, or otherwise in accordance with applicable law, to each Owner a complete financial report and/or the financial statement(s) for the previous fiscal year's operations, which report and/or financial statement(s) shall include but not be limited to those items required by law.

Section 8. <u>Depositories</u>: The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association or the Management Company as may be designated by the Board of Directors.

Section 9. Fidelity Bonds: All persons who control or disburse funds of the Association and such other persons as may be required by Florida law shall be fidelity bonded in such amount as may be determined by the Board of Directors, but in any event, in the principal sum of not less than Fifty Thousand Dollars (\$50,000.00) for each person, or whatever lesser amount is permitted by law. The premiums on such bonds shall be paid by the Association. Notwithstanding the foregoing, the Management Company, under the terms of the Management Agreement, as to funds in its possession and/or control, shall determine, in its sole discretion, which, if any, of its employees are to be bonded.

Section 10. <u>Fiscal Year</u>: The fiscal year for the Association shall end at midnight on the Friday closest to December 31 in each calendar year, the new fiscal year shall begin on the Saturday immediately following said Friday, unless the Management Company selects a different fiscal year for the Association. A fiscal year shall be used to determine the annual assessments.

ARTICLE VII.

ASSESSMENTS, SPECIAL CHARGES, AND COLLECTION

Section 1. <u>Assessments, Generally</u>: Assessments shall be made against the Owners not less frequently than quarterly in the discretion of the Board of Directors, except for assessments against Residence Interests, which need not be made more

frequently than annually. The assessments shall be made in the amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements, the Limited Common Elements, and the Association Property, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, reserves for capital expenditures and deferred maintenance unless waived, and any other expenses designated as Common Expenses, from time to time, by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium to which these Bylaws are attached. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair and replace the Common Elements, the Limited Common Elements and the Association Property. Funds for the payment of Common Expenses shall be assessed against the Owners in the proportions or percentages of sharing Common Expenses, as provided in the Declaration. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinabove provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

Section 2. <u>Emergency Assessments</u>: Assessments for Common Expenses of emergencies that cannot be paid from the annual assessment for Common Expenses shall be made by the Board of Directors after thirty (30) days' notice given to the Owners. These assessments shall be paid at the times and in the manner that the Board may require in the notice of assessment.

Section 3. Charges: Charges by the Association against members for other than Common Expenses shall be payable in advance of the service or at the time levied by the Association if these are special charges imposed pursuant to the Declaration of Condominium. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration or other Condominium Documents. These charges may include, without limitation, charges for clean-up after the use of the Condominium or Association Property, maintenance services furnished at the expense of a member, and other services furnished solely for the benefit of a member.

Section 4. <u>Liability for Assessments</u>: Each Owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the Owner. Each Owner shall be jointly and severally liable with the previous Owner for all unpaid assessments due and payable up to the time of the conveyance. Notwithstanding the foregoing, a first Mortgagee (or its successors or assigns), who acquires title to a Residence Interest through foreclosure or deed in lieu of foreclosure, shall be exempt from liability for all unpaid assessments attributable to the Residence Interest or chargeable to the previous owner which become due prior to the first mortgagee's acquisition of title.

Section 5. <u>Assessments; Amended Budget</u>: If the annual assessment proves to be insufficient, the budget may be amended and additional assessments levied at any time by the Board of Directors. Such additional assessments shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended budget or as the Board may determine. The budget shall not be amended for emergency or special non-recurring expenses.

Section 6. <u>Interest, Late Charges, and Application of Payment</u>: Assessments and installments on them, and special charges, if not paid within ten (10) days after the date they become due, may bear interest at eighteen percent (18%) per annum, or the highest rate allowed by law until paid, if that rate is greater, and may also be subject to an administrative late fee of Twenty-five Dollars (\$25.00) or such other amount determined by the Board of Directors not to exceed five percent (5%) of the unpaid assessment installment, whichever is greater. All assessment payments shall be applied first to interest, late fees, costs of collection and then to the assessment payment due.

Section 7. <u>Lien for Assessment</u>: The Association has a statutory lien on each Unit or Residence Interest for any unpaid assessments with interest and for reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the property is located. The claim of lien includes only those assessments that are due at the time the lien is recorded. The lien is subordinate to any mortgage on the property recorded before it. A lien on a Unit for an unpaid maintenance fee due and owing on a particular Residence Interest shall only be effective against the individual Residence Interest involved.

Section 8. <u>Foreclosure and Collection Actions</u>: The Association may bring an action to foreclosure any lien for assessment in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment or special charges without waiving any claim of lien.

Section 9. <u>Determination of Maintenance Fee</u>: Pursuant to Chapter 718 and/or Chapter 721, the Board of Directors of the Association shall fix and determine, from time to time, the sums necessary and adequate to pay Common Expenses. The maintenance fee assessments on such Units and Residence Interests shall include the items specified in the Declaration of Condominium to which these Bylaws are attached.

When the Board of Directors has determined the amount of the maintenance fee, the Treasurer of the Association shall mail or present to each Owner of a Unit or Residence Interest a statement of said maintenance fee. The maintenance fee billing functions may be delegated to the Management Company.

Section 10. <u>Denial of Use Privileges and Rental</u>. If a Member is delinquent in the payment of any assessments levied by the Board of Directors, or delinquent in the payment of ad valorem real estate taxes, the Management Company is authorized to deny use of the accommodations and facilities to such delinquent member and to any person claiming usage under such delinquent Member to the extent allowed by and in

accordance with applicable law. The Management Company is also authorized to rent a Fractional Residence which a delinquent Member would have otherwise had the right to use and any use rights appurtenant thereto, pursuant to Chapter 721.

Section 11. Application of Payments and Commingling of Funds: With the exception of maintaining operating and reserve funds within a single account for a period not to exceed thirty (30) days after receiving payment of such funds, the Association shall not commingle operating funds with reserve funds, unless otherwise permitted by law. All sums collected by the Association on behalf of its membership for the foregoing or other purposes shall not be considered income to the Association but shall be deemed to be held in custody for the Association membership as a whole to pay the Common Expenses.

Section 12. Acceleration of Assessment Installments Upon Default: If an Owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the Owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the Owner.

Section 13. <u>Audits</u>: An auditing of the books and financial records of the Association shall be made annually in the manner, and for so long as, required by law, or otherwise in the discretion of the Board of Directors. Said required audit shall be prepared by independent, certified public accountants in accordance with generally accepted accounting standards. On or before May 15 of each year, if required by administrative rule or law, the Board shall cause to be mailed or furnished to each Owner a copy of the financial report of actual receipts and expenditures or a copy of the complete set of financial statements prepared in the manner required by law for the preceding fiscal year.

Section 14. Application of Surplus: Any payments or receipts to the Association, whether from Owners or otherwise, paid during the year in excess of the operating expenses and other Common Expenses of the Association may be kept by the Association and applied against the Association's expenses for the following year. Upon transfer of interest in a Unit or Residence Interest by an Owner, he shall not be entitled to any surplus, which shall remain with the Association for the benefit of his transferee and the remaining Members.

ARTICLE VIII.

ADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the Common Elements or Limited Common Elements other than the Resort Affiliation Agreement which may be amended as provided therein of the Condominium, except as specifically provided for in said Condominium's Declaration of Condominium.

ARTICLE IX.

COMPLIANCE AND DEFAULT

Section 1. <u>Violations</u>: In the event of a violation (other than the non-payment of an assessment) by an Owner of any of the provisions of the Declaration of Condominium, of these Bylaws, or of the applicable portions of Chapter 718 or Chapter 721, the Association, by direction of its Board of Directors, may notify the Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, of the Bylaws, or of the pertinent provisions of Chapter 718 or Chapter 721, and the Association may then, at its option, have the following elections:

- (a) An action at law to recover its damages, brought either on behalf of the Association or on behalf of the other Owners.
- (b) An action in equity to enforce performance on the part of the Owner; or
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Owner.

The foregoing action may be taken in addition to the Association's right to impose fines as provided in these Bylaws under Article IV. Prior to imposing any fines, the party against whom the fine is sought shall be afforded an opportunity for a hearing after reasonable notice of not less than fourteen (14) days and the notice shall include:

- (a) A statement of the date, time and place of the hearing;
- (b) A statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and
- (c) A short and plain statement of the matters asserted by the Association.

Section 2. <u>Negligence or Carelessness of an Owner</u>: An Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by any insurance company of its rights of subrogation.

- Section 3. <u>Costs and Attorneys' Fees</u>: In any proceeding arising because of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.
- Section 4. <u>No Waiver of Rights</u>: The failure of the Association or an Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Owner to enforce such right, provisions, covenant or condition in the future.
- Section 5. <u>Election of Remedies</u>: All rights, remedies and privileges granted to the Association or Owner, pursuant to any terms, provisions, covenants or conditions of the Condominium Documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by the Condominium Documents, or at law or in equity.
- Section 6. <u>Units Subject to Vacation Plan</u>: Any sanctions against an Owner of a Residence Interest for an alleged default as set forth in this Article shall be limited to the Residence Interests owned by such Owner and shall be of no force and effect as to any other Residence Interests or Owners thereof.

ARTICLE X.

FORECLOSURE AND TRANSFERS OF OWNERSHIP

- Section 1. Acquisition of Property in Foreclosure: At any foreclosure sale of a Unit or Residence Interest to satisfy a lien, the Board of Directors may, in its sole discretion, acquire in the name of the Association, or its designee, the property being foreclosed. The power of the Board of Directors to acquire such property at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature. The Board of Directors shall likewise not be required to obtain the approval of Owners at the foreclosure sale of a Unit or Residence Interest, due to the foreclosure of the Association's lien for unpaid assessments or maintenance fees.
- Section 2. Transfer of Property: Immediately upon any permitted transfer of a Unit or Residence Interest, an Owner shall notify the Association in writing, and said notice shall include, as a minimum, the name and address of the transferee and such other information and be in the form that the Association shall prescribe from time to time. The Owner shall also include with such notice, a copy of the recorded deed or other evidence of title being vested in the new Owner, and, as required by the Association, a non-refundable administration fee as established by the Board of Directors and in accordance with applicable law, such fee currently being Twenty-five Dollars (\$25.00), to cover administrative costs. The Association may send all necessary notices to the person shown as Owner in its records, and said notice shall be

binding as to any other subsequent Owner or transferee where the Association has not been notified as provided herein. The transfer of any Unit or Residence Interest is subject to those restrictions, including, but not limited to, the right of first refusal retained by the Developer, as may be contained in the Declaration.

Section 3. <u>Foreclosure of Lien for Assessments</u>: Prior to bringing an action in the name of the Association to foreclose a lien for unpaid assessments, maintenance fees, or other charges giving rise to a lien as may be permitted pursuant to Florida law, the Board of Directors shall send written notice of its intent to foreclose its lien to the Owner. The notice shall be given by delivery of a copy of it to the Owner at the last known address shown on the records of the Association.

ARTICLE XI.

AMENDMENTS TO THE BYLAWS

Amendments to the Bylaws shall be proposed and adopted in the following manner:

- Section 1. <u>Notice</u>: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- Section 2. <u>Adoption</u>: An amendment may be proposed either by a majority of the Board of Directors or by not less than one quarter (1/4) of the total votes of voting members of the Association. The amendment shall be adopted if it is approved by not less than a majority of the total votes of the voting members represented either in person or by proxy at a duly convened meeting of the members.
- Section 3. <u>Limitation</u>: No amendment shall be made that is in conflict with Florida law or the Declaration, nor shall any amendment abridge, alter or amend the rights of the Developer.
- Section 4. 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 Bylaws. The 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. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county wherein the Condominium is located.
- Section 5. Format: Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAWFOR PRESENT TEXT".

ARTICLE XII.

ROSTER OF OWNERS AND MORTGAGEES

The Association shall maintain a roster of the names and addresses of its membership. Each Owner shall file with the Association, upon request, a copy of the deed or other instrument evidencing his ownership, together with a copy of any mortgage on his property and any satisfaction of that mortgage, or any other reasonable forms requested to be filed by Owners with the Association. The Association shall maintain these documents for reference as required in the exercise of its powers and duties.

ARTICLE XIII.

NOTICES

Whatever notices are required to be sent hereunder, shall be delivered or sent in accordance with the applicable provisions for notices as set forth in the Declaration of Condominium to which these Bylaws are attached or as specifically set forth herein where specified, or required by law.

ARTICLE XIV.

INDEMNIFICATION AND LIABILITY OF BOARD OF DIRECTORS AND OFFICERS

To the extent permitted by applicable law, the Association shall indemnify every director and every officer, his heirs, executors, and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such directors or officer may be entitled. The Association shall procure insurance for these purposes and pay the premiums for same.

The members of the Board of Directors or officers of the Association shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, gross negligence or bad faith. The Owners shall indemnify and hold harmless each of the members of the Board of Directors or officers against all contractual liability to others arising out of contracts made by the Board of Directors or officers on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. The members of the Board of Directors or officers shall have no personal liability with respect to any contract made by them on behalf of the Association. The original Board of Directors and/or officers who are employed by The Ritz-Carlton Management Company, Inc., and affiliated companies, may serve without fear of being charged with self-dealing. The liability of any Owner arising out of any contract made by the Board of Directors or officers or out of the aforesaid indemnity in favor of the

Board of Directors or officers, shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Owners in the Common Elements. It shall be implicit in every agreement made by the Board of Directors, officers, or by the Management Company on behalf of the Association that the members of the Board of Directors, officers, or the Management Company, as the case may be, are acting only as agent for the Owners and shall have no personal liability thereunder (except as Owners), and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Owners in the Common Elements.

ARTICLE XV.

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former Owner or Member from any liability or obligations incurred under or in any way connected with the Association during the period of such membership, or impair any rights or remedies which the Association may have against such former member arising out of or in any way connected with such membership, and the covenants and obligations incident thereto.

ARTICLE XVI.

LIMITATION OF LIABILITY; LIABILITY FOR USE OF COMMON ELEMENTS

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or acts of God or by other Owners or persons.

If the Owners shall be held personally liable for the acts or omissions of the Association relating to the use of the Common Elements, that liability shall be shared with other Owners in the same percentages as their respective interests in the Common Elements.

ARTICLE XVII.

PARLIAMENTARY RULES

Roberts Rules on Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with Chapter 718 and Chapter 721, the Declaration of Condominium, or these Bylaws.

ARTICLE XVIII.

<u>LIENS</u>

- Section 1. <u>Protection of Property</u>: All liens against a Unit or Residence Interest, other than for mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attached. All taxes and special assessments upon a Unit or Residence Interest shall be paid before becoming delinquent.
- Section 2. <u>Notice of Lien</u>: An Owner shall give notice to the Association of every lien upon his Unit, other than for mortgages, taxes and special assessments within five (5) days after attaching of the lien.
- Section 3. <u>Notice of Suit</u>: Owners shall give notice to the Association of every suit or other proceeding which will or may effect title to his Unit or any part of the Condominium Property, such notice to be given within five (5) days after the Owner receives notice thereof.
- Section 4. <u>Failure to Comply</u>: Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.
- Section 5. <u>Units Subject to Vacation Plan</u>: In the case of a Fractional Residence, an Owner of a Residence Interest in such Unit shall be required to give notices under Section 2 and Section 3 of this Article only as to liens, suits and proceedings affecting title to the Residence Interest(s) which he owns. Any lien against an Owner of a Residence Interest shall be limited to the Residence Interest(s) owned by him and shall not encumber the property, real or personal, of any other Owners of Residence Interests in said Unit.

ARTICLE XIX.

RULES AND REGULATIONS

- Section 1. Adopt or Amend Previously Adopted Rules: The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Elements, the Limited Common Elements (other than the Affiliation Agreement which may only be amended as provided therein), and Association Property and any facilities or services made available to Owners. A copy of the initial Rules and Regulations are attached hereto as Exhibit 1 to these Bylaws. Subsequent amendments to the Rules and Regulations need not be recorded, but shall be available upon request by an Owner, and copies of any such amendments shall be forwarded to Owners as soon as practicable after being implemented.
- Section 2. As to Fractional Residences: The Board of Directors may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of Units subject to the Vacation Plan.

Section 3. Reasonableness Test: Any rule or regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness and peace of mind of the Owners and uniformly applied and enforced.

ARTICLE XX.

MANDATORY ARBITRATION

Prior to the institution of court litigation, the parties to a "dispute" as defined in Section 718.1255, Florida Statutes, shall petition the Division of Florida Land Sales, Condominiums and Mobile Homes for nonbinding arbitration to be conducted according to rules promulgated by the Division.

ARTICLE XXI.

CERTIFICATE OF COMPLIANCE

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Units to the Condominium Fire and Life Safety Code.

ARTICLE XXII.

PRIORITIES IN CASE OF CONFLICT

In the event of conflict between or among the provisions of any of the following, the order of priorities to determine the controlling provision, shall be, from highest priority to lowest:

- (a) Chapter 721;
- (b) Chapter 718;
- (c) The Declaration of Condominium;
- (d) The Articles of Incorporation;
- (e) These Bylaws;
- (f) The Rules and Regulations.

To the extent that the Florida statutes require certain provisions to be included in the Bylaws of an association, and if these Bylaws do not include such provisions, they shall be deemed to so include them.

ARTICLE XXIII.

DEFECTIVE CONDOMINIUM DOCUMENTS; CURATIVE PROVISIONS

The Association or an Owner may petition the circuit court having jurisdiction in the county in which the Condominium Property is situated to correct an error or omission in the Declaration or any other documents required to establish the Condominium, affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the Declaration or Chapter 718. In any case, after three (3) years from the filing of the Declaration of Condominium, it shall be deemed to be effective under Chapter 718 to create the Condominium, whether in fact it substantially complies with the mandatory requirements of Chapter 718 or not.

ARTICLE XXIV.

COMPLAINTS

Whenever an Owner files a written complaint by certified mail with the Board of Directors, the Board shall respond in writing to the Owner within thirty (30) days of receipt of the complaint. The Board's response shall either give a substantive response to the complainant, notify the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes. If the Board requests advice from the Division, the Board shall, within ten (10) days of receipt of the advice, provide in writing a substantive response to the complainant. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the complaint, provide in writing a substantive response to the complainant.

ARTICLE XXV.

CONSTRUCTION

Whenever the context permits or requires, 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.

The foregoing were adopted as the Bylaws of Eagle Tree Condominium Association, Inc. at the first meeting of the Board of Directors.

APPROVED

Scott Schreiber, President

Sandy Leandry, Secretary

EXHIBIT 1

Rules and Regulations



EAGLE TREE CONDOMINIUM

RULES AND REGULATIONS

RULES AND REGULATIONS EAGLE TREE CONDOMINIUM ASSOCIATION, INC.

The following rules and regulations, except as otherwise expressly stated, apply to all Members, exchangers, renters and their families, lessees, employees, agents, invitees and guests with respect to the use of the condominium units and any other portion of the project. Defined terms not otherwise specifically defined in these Rules and Regulations shall have the meanings attached to such terms in the Declaration of Condominium for Eagle Tree Condominium (hereinafter the "Declaration").

GENERAL

- 1. The Condominium is subject to all use restrictions contained in the Declaration as well as the Master Declaration, including, without limitation, all other rules and regulations of the Master Association to the extent relating to the Condominium.
- 2. Vehicles using the Condominium driving areas may not exceed a speed of five miles per hour.
- 3. The balconies, terraces, stairways and windows shall be used only for the purposes intended, and shall not be used for drying or hanging garments, barbecuing, cleaning of rugs, or storing any objects. The sidewalks, driveways and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Condominium unless otherwise authorized by the Association.
- 4. Disposition of garbage and trash shall be only by the use of garbage disposal units, by employees or agents of the Management Company or by the use of sealed trash bags placed in the Association's common trash dumpsters for pickup by the trash company.
- 5. Any antenna or other wiring or satellite "dish" or transmission device erected on the roof or exterior walls of a building, without the prior consent of the Board of Directors in writing, is subject to being removed by the Managing Entity without notice or compensation.
- 6. The Association may retain a pass key to each Club Home within the Condominium.
- 7. With the exception of specially trained domesticated animals necessary to assist physically challenged people, all other pets and animals are prohibited within the Condominium.
- 8. No part of the Common Elements may be used for storage, vehicle repair, construction or any other purpose unless specific written permission for such use is given by the Association. If, in the judgment of the Association, any item must be removed from the applicable area of Common Elements, the Member who owns said item shall be charged for the cost of such removal.
- No Member shall lease any Club Home or Club Home Interest.

- 10. The storage of flammable material that may unreasonably jeopardize the safety and welfare of any person or property is not permitted on or in the Condominium.
- 11. Owners and their families, guests, invitees, employees and lessees are permitted to park ONLY in areas designated by the Association. No vehicle shall be parked at any time in a manner that will prevent proper waste removal from the Condominium. No commercial vehicles, motorized boats, sailboats, or watercraft of any nature, nor trailers or oversized recreational vehicles, may be stored within any Common Elements. Bicycles shall be parked only in areas designated for bicycle parking. In the event any vehicle is parked in violation of these Rules, such vehicle may be ordered removed or towed, at the Member's expense, at the discretion of the Management Company.
- 12. No person shall do or permit anything to be done within the Condominium, or bring or keep anything therein which would conflict with health and safety laws or with any insurance policy of the Association or with any rules of the Master Association or the Association; or with any of the rules, regulations or ordinances of any governmental or quasi-governmental authority having jurisdiction over the Condominium.
- 13. No radios, stereos, speakers or any other apparatus may be used, nor shall any activity be conducted, which may be an annoyance to other Members within the Condominium Property, including any Common Elements.
- 14. No Member shall make or permit any disturbing noise within his Unit or the Common Elements by himself, his family, guests, invitees, employees, agents or lessees, nor do or permit to be done anything that does or may interfere with the rights, comforts or convenience of other Members or occupants.
- 15. No sign(s), advertisement or other lettering shall be exhibited, inscribed, painted or affixed by any Member or other person on any part of the outside or inside of a Unit nor the Common Elements of the Condominium, nor shall any advertisement, announcement, or solicitation of any kind be distributed or passed out in any part of the Condominium, without prior written consent of the Association.
- 16. No awnings or other projections shall be attached to the outside walls of the building without the prior written consent of the Association.
- 17. All deliveries, including personal property, to and from the Units shall be made by authorized entries only and shall not cause any unreasonable noise or unreasonable disturbance to the Members or occupants of any other Units, nor damage to the Common Elements or the Units.
- 18. Unit Members shall not place a load on any floor exceeding the floor load per square foot area which the floor was designed to carry and which is allowed by law or which may, in the reasonable opinion of the Association or the Management Company, constitute a hazard to or may damage a building.

- 19. Children are to play only in areas either designated or clearly intended for play, and they are not to play in public halls, on stairways, or other common areas which would cause an obstruction. Reasonable supervision by parents or guardians must be exercised at all times when children are playing at the Condominium.
- 20. Occupants of the Club Homes shall not alter the interior or exterior of the Club Home in any manner. This shall apply to the structural components of the Club Homes, including walls, floors, ceilings, windows, mechanical systems, HVAC, appliances, fixtures and equipment, as well as to personal property, finishes and décor within each Club Home. The Board of Directors shall determine the interior color scheme, décor, finishes and overall appearance of each Club Home, as well as the proper time for redecorating and renovating each such Club Home and its contents.
- 21. Neither Members, exchangers, renters, occupants or their dependents, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the buildings or other improvements. Members shall be responsible for any such damage. The occupants of a Club Home shall be responsible for theft or breakage of or damage to the personal property contained within the Club Home authorized for use, and shall reimburse the Association for all costs and expenses to repair and/or replace such personal property.
- 22. Club Home occupancy, at any one time, shall be limited to six (6) occupants for private sleeping capacity of a two-bedroom Club Home and ten (10) occupants for private sleeping capacity of a four-bedroom Club Home. The Association or the Management Company may modify these limitations on a case-by-case basis. An exception made to the occupancy limits in one instance shall not be deemed to be an exception or modification on future occasions.
- 23. Authorized Members and authorized guests in occupancy of a Club Home may use the recreational facilities, if any are located upon the Condominium Property, in a manner consistent with all applicable Condominium Documents, inclusive of these Rules and Regulations and the applicable rules and regulations of any offsite recreational facilities connected with the Club. All users are required to obey the posted rules. Children under twelve (12) years of age using any available recreational facilities, must be accompanied and supervised by a responsible adult.

Persons using swimming pools, jetted tubs or other bathing areas do so at their own risk. Persons using all recreational facilities must be appropriately attired.

Swimming in any area posted "NO SWIMMING" shall be strictly prohibited. Persons using any of the aforementioned facilities do so at their own risk. If any person does not fully understand any posted rules or understand the proper use of the facility, that person shall not use such facility without first receiving instruction and/or direction from an officer of the Association or a representative of the Management Company.

The following are the basic rules for persons using a swimming pool, jetted tub or other bathing area:

(a) Shower thoroughly each and every time before entering.

- (b) Pneumatic floats or other items of similar nature, except swimming aids, are not permitted.
- (c) Running and/or ball playing or throwing objects is not permitted.
- (d) Beverages may be consumed within pool and spa bathing areas, but extreme care must be taken that absolutely <u>NO GLASS GLASS BOTTLES</u> or other <u>GLASS CONTAINERS</u> be allowed within the areas. Anyone who hosts or participates in serving or consuming beverages will be held strictly responsible for cleaning up after such refreshments have been consumed and will further be held strictly liable for any injury resulting from broken glass.
- (e) If suntan oils, creams or lotions are used, a towel or other form of protection must be placed on outdoor furniture to protect the attire of others who use the furniture.
- (f) Children must wear appropriate bathing attire at all times including, if necessary, diapers, swim diapers, or any other protective barrier.

To the extent that a recreational facility or any other space constitutes a Limited Common Element, as defined in the Declaration, appurtenant to a specified category of Unit(s), such recreational facility (or other space) shall not be available to Members or occupants of Units outside of the specified category to which the facility appertains. Members and guests shall observe all posted Rules and Regulations governing the use of all available recreational facilities.

- 24. The Condominium, including the Common Elements and any Condominium amenities available by virtue of Membership, are only available for use and enjoyment during periods when Members are occupying the Club Units.
- 25. Smoking is prohibited everywhere on the Condominium, including within the Units.
- 26. Members and guests are not permitted on the roof of the buildings for any purpose, without the prior written approval of the Association.

THE ABOVE RULES AND REGULATIONS have been UNANIMOUSLY APPROVED by the Board of Directors this 4 day of Avg v st , 2003.

David Short

egg Forrester

Scott Schreiber

Sandy Leardro

Aruba and Regationado Assoc Ruba and Rega v.3 06-15-01FINAL-doc

EXHIBIT "D"

PERCENTAGE INTEREST IN COMMON ELEMENTS

Exhibit "D"

PERCENTAGE INTEREST IN COMMON ELEMENTS

The Percentage Interest in the Common Elements under the Vacation Plan shall be determined as follows: each Club Home Type (i.e., those with same number of bedrooms) within the Condominium shall have an equal undivided percentage interest in the Common Elements and Common Surplus and an equal share of the Common Expenses of the Condominium (i.e., each two (2) bedroom Club Home shall have the same undivided percentage interest and same share as every other two (2) bedroom Club Home and similarly, each four (4) bedroom Club Home shall have the same undivided percentage interest and same share as every other four (4) bedroom Club Home). The undivided percentage interest in the Common Elements and Common Surplus and the share of the Common Expenses of the Condominium of the Club Homes shall be based upon the total number of each different Club Home Type that exists at that time in the Condominium, based upon the following formula:

100% = (A)(X) + (B)[(X)(1.10518)]

where:

A = the current number of two (2) bedroom Club Homes

B = the current number of four (4) bedroom Club Homes

X =the percentage interest of two (2) bedroom Club Homes

(X)(1.10518) = the percentage interest of four (4) bedroom Club Homes

The percentage interest for each Club Home Interest shall be the percentage interest for that Club Home Type, divided by the number of Club Home Interests having as a part of their legal property descriptions a given Club Home number ("Underlying Club Home"), e.g., the Owner of each Club Home Interest shall own an undivided 1/8th of the Common Elements and of the Common Surplus otherwise allocated to ownership of the Underlying Club Home and shall also be responsible for 1/8th of the Common Expenses allocated to such Underlying Club Home.

As additional phases and Club Homes are added to the Condominium, the respective percentage interests in the Common Elements and Common Surplus and share of the Common Expenses of

¹ For example, of the sixteen (16) total Club Homes in Phase 1 of the Condominium, six (6) shall be two bedroom Club Homes and ten (10) shall be four bedroom Club Homes: 100% = 6X + 10[1.10518X] ---- 100%=17.05180X ---- 0.058645=X ---- 0.064813=1.10518X

Each two (2) bedroom Club Home shall have a percentage interest of 0.058645

Each Club Home Interest in a two (2) bedroom Club Home shall have a percentage interest of 0.007330625

Each four (4) bedroom Club Home shall have a percentage interest of 0.064813

Each Club Home Interest in a four (4) bedroom Club Home shall have a percentage interest of 0.008101625

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the Condominium for Club Homes already declared into the Condominium for each of the respective Club Home Types will be adjusted accordingly as set forth above. The ratio of percentage interest of two (2) bedroom Club Homes to four (4) bedroom Club Homes shall remain at 1: 1.10518.

The Percentage Interest in the Common Elements for Club Homes that the Developer intends to keep outside of the Vacation Plan, if any, shall be determined in accordance with Chapter 718 at the time any such Club Homes are submitted into the Condominium.

EXHIBIT "E"

. RESERVATION PROCEDURES



MEMBERSHIP PROGRAM RESERVATION PROCEDURES

RESERVATION PROCEDURES

FOR

THE RITZ-CARLTON CLUB

MEMBERSHIP PROGRAM

INTRODUCTION

These Reservation Procedures for The Ritz-Carlton Club Membership Program dated as of the date set forth below are promulgated by The Ritz-Carlton Travel Company, L.L.C., a Delaware limited liability company, as the Program Manager. These Reservation Procedures have been designed to insure that all Members have availability of usage each year, and equal access to and the equal opportunity for such usage of a Residence and common facilities of the Home Club where the Members own a Residence Interest, as well as the opportunity to use Residences and common facilities at Clubs within the Membership Program other than the Home Club, in accordance with the procedures set forth below.

There may be one or more Seasons associated with the use of Residences and common facilities at each Club, and the specific days and months of the year for each Season and different Reserved Allocations which may vary by Club. However, these Reservation Procedures will apply for all Clubs that are affiliated with the Membership Program.

The Program Manager, based on the parameters established herein, may modify these Reservation Procedures. In the event there is a conflict between the provisions of the Residence Documents for a particular Club and these Reservation Procedures, the Residence Documents will control.

I. DEFINITIONS

The following definitions apply, unless the context clearly requires a different meaning:

Allocation means the total number of days each year, as established in the Residence Documents, for which a Member is entitled to use a Residence without incurring a per diem charge. An Allocation may be further divided into Reserved Allocations and Unreserved Allocations (as defined below). No Allocation can be used outside of the (Home Club's) Club Calendar Year in which it was originally allocated.

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Associate Member means a person having privileges within the Membership Program through a separate category of membership other than that type of membership associated with ownership of a Residence Interest and mandatory affiliation with the Membership Program.

<u>Club</u> means the Residences and common facilities of the applicable Home Clubs which are or become affiliated with the Membership Program.

<u>Club Calendar</u> means the annual calendar(s) promulgated by the Program Manager and made available to all Members which identifies Seasons, Shoulder Periods, Reserved Allocation, and other pertinent information for each specific Club in a given year.

<u>Club Calendar Year</u> means the relevant annual period of time described in a Member's Club Calendar.

<u>Club Manager</u> means the person engaged by the Developer, or as applicable, the Members Association, with responsibility for the management and operation of a particular Club.

Club System Confirmation Period means the period of time that begins the second Tuesday in March of each Club Calendar Year for the Summer Season of such calendar year and the third Tuesday in August for the immediately following Winter Season. The Club System Confirmation Period shall end on the last day of the applicable Season of the Home Club. Program Manager may develop additional dates for the Club System Confirmation Period for any additional Season(s) created other than the Summer Season and the Winter Season.

<u>Club System Exchange</u> means the exchange of Allocation usage from the Home Club to another Club within the same Club Calendar Season or into a Shoulder Period (from the Home Club Calendar).

<u>Converted Reserved Allocation</u>, as described under the definition of "Reserved Allocation."

Converted Reserved Allocation Confirmation Period means the period of time that begins the second Tuesday in March of each Club Calendar Year for the Summer Season of such calendar year and the third Tuesday in August for the immediately following Winter Season. The Converted Reserved Allocation Confirmation Period shall end on the last day of the applicable Season of the Home Club.

<u>Developer</u> means the person who has developed and created a plan for the shared usage by Members of Residences and common facilities at a particular Home Club and is selling or has sold Residence Interests therein directly or through others.

<u>Family Member</u> means a Member's spouse who does not jointly own a Residence Interest together with the Member, or the Member's and, if applicable, his or her spouse's siblings, parents, children or grandchildren who, upon notification by the Member to the Program Manager, may reserve usage of a Residence pursuant to these

Reservation Procedures in a given year as if such Family Member or Members were the Member himself or herself and for which usage will be deemed to have been made by the Member himself or herself.

Guest means a person who lodges in a Residence at a Club who is not a Member or a Family Member and uses the same or a different Residence than that used by the Member during the same period of occupancy as the Member or during a different period of occupancy and whether or not accompanied by a Member. Unless specifically stated or the context clearly indicates otherwise, Guests shall also include Guest of the Program Manager.

Guest of the Program Manager means any person who lodges in a Residence at a Club on a space available basis as an invited guest of the Program Manager, who, except where otherwise specifically provided, shall be treated as a Guest.

Guest of the Program Manager Per Diem Fee means the fee charged by the Program Manager to a Guest of the Program Manager for use of a Residence on a space available basis as established by the Program Manager from time to time in accordance with the Residence Documents. The Guest of the Program Manager Per Diem Fee includes the Guest Per Diem Fee plus a premium collected by the Club Manager and credited to the Program Manager.

Guest Per Diem Fee means the fee charged to Guests, Associate Members and Guests of the Program Manager for use of a Residence on a space available basis as established by the Club Manager from time to time in accordance with the Residence Documents and reasonably agreed to by the Program Manager. The Guest Per Diem includes the Member Per Diem plus a premium collected by the Club Manager and credited to such Club Manager.

Home Club means the particular Club in which the Member owns a Residence Interest.

Member means a person (natural or otherwise) who, by virtue of ownership of a Residence Interest, has membership privileges in the Membership Program on a mandatory basis. Where more than one person owns a Residence Interest, then such persons shall designate at the time of purchase of a Residence Interest which person will be deemed the Member (cannot be more than one) for purposes of reserving usage under these Reservations Procedures. Where a Member is not an individual, it shall designate the person who will be deemed the Member at the time of purchase of a Residence Interest, which individual will be treated as the individual Member for purposes of reserving usage under these Reservations Procedures, and such designated person will remain the deemed Member until changed in accordance with the Residence Documents.

Member in Good Standing means a Member who is current with all payments to the Club Manager, Program Manager and/or the Developer relating to the Member's ownership of the Residence Interest or membership in the Membership Program.

Member Per Diem Fee means the fee charged to a Member or Family Member for use of a Residence for additional nights lodging beyond the Member's Allocation as established by the Club Manager from time to time in accordance with the Residence Documents. The Member Per Diem Fee consists of the variable costs of occupancy that are collected by the Club Manager and credited to the Members Association where the Member occupied a Residence.

Members Association means all of the Members, including the Developer as the owner of unsold Residence Interests, who have Residence Interests at a particular Club and who are part of an association of Members, whether such association is incorporated or unincorporated.

Membership means membership in the Membership Program, which exists on a mandatory basis for Members by virtue of ownership of a Residence Interest in a Club, and which may exist on some other basis for Associate Members.

Membership Program or The Ritz-Carlton Club Membership Program means the program of benefits and services created and operated by the Program Manager, as they may exist from time to time, in which Members participate by virtue of ownership of a Residence Interest or by other means established by the Program Manager, e.g., the benefits and services made available to Associate Members.

<u>Program Manager</u> means the person who manages and operates the Membership Program.

Reserved Allocation means the portion of the Allocation as established in the Residence Documents, for which a Member is assigned usage of the Member's deeded Residence during a specific period or periods of time each year pursuant to the Club Calendar for a given Home Club. A Member may be able to convert Reserved Allocation for use in the Season other than its originally assigned Season, but it must be utilized at the Member's Home Club and within the same Club Calendar Year, and is based on availability (hereinafter referred to as "Converted Reserved Allocation").

Reserved Allocation Confirmation Period means the period of time from the date of purchase of a Residence Interest by a Member until the first Tuesday in March of a calendar year for the Summer Season and until the second Tuesday in August of a calendar year for the Winter Season (although confirmations will not be made beyond the Club Calendar Year following the then current Club Calendar Year). Program Manager may develop additional termination dates for the Reserved Allocation Confirmation Period for any additional Season(s) created other than the Summer Season and the Winter Season.

Residence means an apartment, villa, unit or other separate lodging accommodations available for occupancy at a Club as defined in the Residence Documents.

Residence Category means a particular type of Residence (bedroom configuration, view or otherwise) associated with the Residence Interest acquired by the Member as described in the Residence Documents.

Residence Documents means those documents governing the use of Residences at a particular Home Club pursuant to which the Developer has created the Residence Interests owned or to be owned by Members.

Residence Interest means the particular real property interest in or use rights a Member has at a Club.

Season means that time or times of the year (e.g., "Summer" and "Winter") set forth in the Club Calendar for each particular Club which reflects usage of a Residence consistent with the Residence Interest purchased by a Member as set forth in the Residence Documents.

Shoulder Period means that period or periods of the year other than the Season(s) set forth in the Club Calendar for each particular Club which have not been prereserved.

Space Available Reservation Period means the period that begins on the date of purchase and during which Members (for themselves, Family Members and/or Guests), or the Program Manager or Associate Members, can reserve use of a Residence at a Club for the current Club Calendar Year and the following Club Calendar Year on a space available, first-come, first-served basis as set forth in these Reservation Procedures. The Program Manager shall confirm such reservations no earlier than thirty (30) days prior to the first day of occupancy. The Program Manager may develop additional dates for the Space Available Reservation Period for any additional Season(s) created other than the Summer Season and the Winter Season.

Space Available Time means that period or periods of time other than Member's Allocation when Members and/or their Family Members or their Guests, or Guests of the Program Manager or Associate Members can use a Residence or Residences on a space available, first come, first-served basis upon payment of the per diem fees described herein.

<u>Unreserved Allocation</u> means the days remaining (if any) each year from a Member's Allocation after the number of days designated as Reserved Allocation are deducted, as may be specifically established in a Club's Residence Documents. Currently, Unreserved Allocation is provided for only in the Residence Documents for The Ritz-Carlton Club, Aspen Highlands. Unreserved Allocation may be used at the Home Club (Aspen Highlands) or an exchange Club, based upon availability.

<u>Unreserved Allocation Reservation Period</u> (applicable to The Ritz-Carlton Club, Aspen Highlands only) means that period that begins on the date of purchase and during which Aspen Members can reserve use of a Residence as Unreserved Allocation during the current Club Calendar Year and the following Club Calendar Year.

Reservations of Unreserved Allocation for use in a Season will be confirmed by the Program Manager based on availability, (1) no earlier than the third Tuesday in August for the Winter Season and no earlier than the second Tuesday in March for the Summer Season for Unreserved Allocation usage at the Home Club (The Ritz-Carlton Club,

Aspen Highlands), and (2) no earlier than sixty (60) days prior to the first day of occupancy for Unreserved Allocation reservations made at a Club other than the Home Club. Reservations of Unreserved Allocation made in a Shoulder Period shall be confirmed upon availability, and only for the current Club Calendar Year and the following Club Calendar Year. Program Manager may develop additional dates for these Unreserved Allocation Reservation Periods (if applicable) for any additional Season(s) created other than the Summer Season and the Winter Season.

<u>Wait List</u> means a list of requested Member reservations maintained by the Program Manager if a Member's requested usage can not be immediately confirmed (see Section III.C. below for Wait List Priority and Usage).

II. EXERCISE OF MEMBERSHIP PRIVILEGES; USE OF MEMBER'S ALLOCATION

Subject to applicable law and the provisions of the Residence Documents, only Members in Good Standing may exercise Membership privileges. All or a portion of the Allocation may be used by a combination of (i) the Member, Family Members and/or Guests lodging in the same Residence during the same period at the Home Club, (ii) the Member, Family Members and/or Guests lodging in the same Residence during the same period at any Club, other than the Home Club, (iii) Family Members, and/or Guests lodging in a separate Residence at the Home Club during the same period as a Member residing there, or (iv) Family Members and/or Guests lodging in a Residence at any Club during a different time than the Member is lodging there.

Each Member of a Residence owned by other than individual(s) may provide in writing to the Program Manager the names of up to four individuals (including the Member) who shall be allowed to exercise the membership privileges for such Member; provided, however, the Member must make the reservations for usage by such individual(s). Each Member of a Residence owned by more than one individual may provide in writing to the Program Manager the names of up to four individuals (including the Member) listed on the document of conveyance of such Residence who shall be allowed to exercise the membership privileges for such Member; provided, however, the Member must make the reservations for usage by such individual(s).

III. MAKING RESERVATIONS

A. CONFIRMATION AND USAGE OF ALLOCATIONS

1. Reserved Allocation Confirmation Period

During the Reserved Allocation Confirmation Period, Members must notify the Program Manager of their desire to use their deeded Residences in accordance with their Reserved Allocation or inform the Program Manager of their desire to utilize all or a portion of their Reserved Allocation at another time and/or Club within the Membership Program. The Program Manager will confirm use of a Member's Reserved Allocations, as specifically assigned in the Member's Club Calendar, through the end of the Club Calendar Year following the then current Club Calendar Year. Note: Members intending to utilize Reserved

Allocation during periods other than as provided for in the Club Calendar can only use such time as Reserved Allocation if it is used within the same pre-assigned Season or a Shoulder Period within the same Club Calendar Year; otherwise, it will be considered Converted Reserved Allocation (i.e., use of Reserved Allocation in the Season other than the pre-assigned Season). FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE PREVIOUS SENTENCE COULD RESULT IN THE LOSS OF USAGE OF A RESIDENCE BY A MEMBER OR OTHERS DERIVING RIGHTS THROUGH THE MEMBER FOR THAT SEASON. Each Member shall be assigned occupancy in his or her deeded Residence for the Reserved Allocation if such usage is confirmed during the Reserved Allocation Confirmation Period. For usage of a Residence reserved at any other time, or for usage of any period other than during the Reserved Allocation, Members may not necessarily be assigned occupancy in their Residences. ALL RESERVATIONS FOR A MEMBER'S RESERVED ALLOCATION WHICH HAVE NOT BEEN CONFIRMED BY THE MEMBER WITH THE PROGRAM MANAGER DURING THE RESERVED ALLOCATION CONFIRMATION PERIOD WILL BE RELEASED BY THE PROGRAM MANAGER, IN WHICH EVENT THE MEMBER MAY FORFEIT SUCH RESERVED ALLOCATION.

The Program Manager will attempt to accommodate all requests to change reservation dates at the Home Club during the Reserved Allocation Confirmation Period, which can be accommodated based upon availability on a first-come, first-served basis consistent with the type of Residence Interest owned by the Member (i.e., bedroom configuration and view). Reserved Allocation reservations made in a Shoulder Period shall be confirmed upon availability, on a first-come, first-served basis, consistent with the type of Residence Interest owned by a Member (e.g. bedroom configuration and view). Reserved Allocation can not be utilized outside of the pre-assigned Club Calendar Year.

1(a). Converted Reserved Allocation Confirmation Period

If a Member determines that the Member is unable to use all or a portion of the Reserved Allocation from a specific pre-assigned Season, the Member may elect to carry over such unused Reserved Allocation into the other Season during the same Club Calendar Year as Converted Reserved Allocation. The Member must release the Reserved Allocation such Member desires to utilize as Converted Reserved Allocation during the relevant Reserved Allocation Confirmation Period. The failure to do so could result in a cancellation of such Reserved Allocation by the Program Manager. The reservation of this Converted Reserved Allocation shall be confirmed by the Program Manager based on availability, no earlier than the third Tuesday in August for the Winter Season and no earlier than the second Tuesday in March for the Summer Season. Converted Reserved Allocation may only be used at the Member's Home Club and only within the same Club Calendar Year in which it was preassigned, and consistent with the type of Residence Interest owned by the Member (i.e., bedroom configuration and view).

2. Club System Exchange and Club System Confirmation Period

If a Member fails to confirm a reservation at the Member's Home Club during the Reserved Allocation Confirmation Period or desires to make a Club System Exchange, then during the Club System Confirmation Period, the Program Manager will confirm any requests for Reserved Allocation within the same Season or into a Shoulder Period which can be

accommodated at <u>any</u> Club for any type of Residence based upon availability on a first-come, first-served basis, consistent with the type of Residence Interest owned by the Member (i.e., bedroom configuration and view), and any other procedures determined by Program Manager. Club System Exchanges must be utilized within the same Club Calendar Year (of the Home Club).

3. Unreserved Allocation Reservation Period

During the Unreserved Allocation Reservation Period (pertains to The Ritz-Carlton Club, Aspen Highlands only), the Program Manager will confirm any requests for Unreserved Allocation at the Home Club for use during a Shoulder Period, based upon availability, on a first-come, first-served basis consistent with the type of Residence Interest owned by a Member (e.g. bedroom configuration and view). Additionally, during the Unreserved Allocation Reservation Period, Program Manager will accept reservations for Unreserved Allocation, if available to the Member pursuant to the Member's Residence Documents, for use during a Season, which can be accommodated at any Club for any type of Residence based upon availability on a first-come, first-served basis and any other procedures determined by Program Manager and for any type of Residence. Requests for usage of Unreserved Allocation during a Season shall be confirmed by the Program Manager based on availability: (1) no earlier than the third Tuesday in August for the Winter Season and no earlier than the second Tuesday in March for the Summer Season for Unreserved Allocation usage at the Home Club (The Ritz-Carlton Club, Aspen Highlands), and (2) no earlier than sixty (60) days prior to the first day of occupancy for Unreserved Allocation usage at a Club other than the Home Club. Unreserved Allocation can not be used outside of the (Home Club's) Club Calendar Year in which it was originally allocated.

Members who have used less than their full Allocation during any given Season can continue to make reservations to utilize their entire Allocation up until the day of arrival, based on availability on a first-come, first-served basis and any other procedures determined by Program Manager.

B. SPACE AVAILABLE USAGE

Members may lodge in any type of Residence at any Club on a space available basis. Family Members and Guests may also lodge in a Residence at any Club on a space available basis without being accompanied by the sponsoring Member, however, the sponsoring Member must make the reservations for such use. In no event shall Space Available Time be used for any commercial purpose.

Space available reservations can be requested by Members (for themselves, Family Members and/or Guests) or by Associate Members or by the Program Manager for Guests of the Program Manager during the Space Available Reservation Period. However, Guests of the Program Manager can lodge in a Residence at a Club for periods for no more than seven (7) consecutive nights per reservation, and each Guest of a Member can lodge in a Residence at a Club or Clubs for a period of no more than seven (7) nights in the aggregate, per Club Calendar Year.

Requests for usage of Space Available Time will be confirmed by the Program Manager no earlier than thirty (30) days prior to the first day of occupancy of the use period requested.

C. WAIT LIST PRIORITY and USAGE

At a Member's request, and subject to the Member's eligibility (as described below), the Program Manager will maintain such Member's name on a Wait List to occupy a Residence if such Member's requested usage cannot be immediately filled based on availability. For Reserved Allocation, Unreserved Allocation, Club System Exchange, Converted Reserved Allocation and Space Available usage, the Program Manager will maintain a Wait List for those Seasons extending through the end of the Club Calendar Year following the then current Club Calendar Year. If usage subsequently becomes available for a previously requested time period, the following Wait List priority will be utilized in fulfilling previous usage requests, subject to the above stated confirmation periods:

- 1. Members using all or a portion of their Reserved Allocation for the Season at their Home Clubs.
- 2. Members using all or a portion of their Reserved Allocation for the Season at a Club other than their Home Club, and Members using all or a portion of their Converted Reserved Allocation at their Home Club and Members using all or a portion of their Unreserved Allocation (pertains to The Ritz-Carlton Club, Aspen Highlands only) for the Season (or Shoulder Period) at their Home Club.
- 3. Members using all or a portion of their Unreserved Allocation (pertains to The Ritz-Carlton Club, Aspen Highlands only) for the Season (or Shoulder Period) at a Club other than their Home Club.
- 4. Associate Members.
- 5. Club Members requesting Space Available Time beyond their Allocation.
- Guests of the Program Manager.

No person, Member, Family Member, Guest or otherwise, shall be maintained on a Wait List for Space Available Time for more than fourteen (14) days per Season or more than twenty-eight (28) days per Club Calendar Year at any one time.

D. PRE-ARRIVAL NOTIFICATION

At the time a reservation is confirmed for a Member, Members will be provided with confirmation of the dates they will be able to occupy a Residence or Residences during the upcoming Season.

A Member requesting lodging for a Family Member or Guest, with or without a Member in Residence, must provide the Program Manager with such Family Member's or Guest's name, address and telephone number at least thirty (30) days prior to arrival, or, for Space Available Time usage, at the time of such confirmation, so that the Program Manager can forward an appropriate confirmation notice to him or her.

IV. PER DIEM AND OTHER FEES OR CHARGES

For Members, Family Members and Guests who occupy a Residence reserved as part of the Member's Allocation, no per diem will be charged.

Members and Family Members who occupy a Residence during Space Available Time pay the Member Per Diem Fee. Member's Guests and Associate Members who occupy a Residence during Space Available Time pay the Guest Per Diem Fee. Guests of the Program Manager who occupy a Residence during Space Available Time pay the Guest of the Program Manager Per Diem Fee.

The Member shall be responsible for all unpaid Member or Guest Per Diem Fees or such other fees as may be applicable, in accordance with these Reservation Procedures (including charges relating to damage or otherwise) not paid by Family Members or Guests, and the Program Manager shall be similarly responsible for unpaid Guests of the Program Manager Per Diem Fees (and other charges relating to damage caused or otherwise) of Guests of the Program Manager.

Any portions of such Fees or other charges collected by the Program Manager shall be remitted to the Club Manager for return to the applicable Club where the particular person used a Residence.

V. CANCELLATIONS

In the event a Member wishes to cancel a confirmed reservation for use of a Residence by the Member, Family Member or Guest, the cancellation request must be received by the Program Manager at least thirty (30) days prior to the scheduled first day of occupancy. If the cancellation request is not received within such period, then the Member shall forfeit fifty percent (50%) of the Member's Reserved or Unreserved Allocation that was not timely cancelled (rounded up to the nearest whole number), up to a maximum of three (3) nights, and will be responsible to pay the applicable cancellation fee as determined by the Program Manager from time to time. Similarly, Associate Members and Guests of the Program Manager must cancel confirmed reservations or be liable for the applicable cancellation fee.

Additionally, in the event reserved Space Available Time or usage reserved by Guests of the Program Manager is not timely cancelled in accordance with the terms of this paragraph, the following fees will be charged: (i) in-season (as solely determined by the Program Manager), an amount equal to fifty percent (50%) of the reserved usage (the Per Diem Fee), plus tax, and (ii) off-season, an amount equal to one (1) night rental (the Per Diem Fee) for such Residence, plus tax.

[continued on following page]

VI. AMENDMENTS

These Reservation Procedures may be amended by the Program Manager, in its sole discretion, from time to time. With regard to any amendments, the Program Manager will use good faith and all reasonably available evidence under the circumstances to further the reasonable interests of Members as a whole with respect to their opportunity to use and enjoy the Residences and related facilities of the various Clubs. Under no circumstances will Members be denied the opportunity for the minimum amount of available usage provided for under the Residence Documents. Notice of any amendment shall be delivered by the Program Manager to each Member at the Member's last known mailing address made known to the Program Manager in writing by the Member. Notice of amendments may be made by newsletter, annual mailings or other appropriate means.

The Ritz-Carlton Travel Company, L.L.C., a Delaware limited liability company

By: The Ritz-Carlton Development Company,

Inc, 50le Member

Name:

Title: _____

ate: FEBRUARY 7.0

2.11.03

COMPOSITE EXHIBIT A CLUB CALENDARS FOR ALL EXISTING CLUBS

The Ritz-Carlton Club, Aspen Highlands PREFERRED SEASON CALENDAR-CONSOLIDATED Residence Interests

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^{*} S.P. means Shoulder Period

Residence Interest Numbers 13-18: Preferred Season Membership - Winter. Consists of twenty-one (21) consecutive days of usage and occupancy in Winter Season plus seven (?) floating days of usage and occupancy during other available periods.

Residence Interest Numbers 19-24: Preferred Season Membership - Summer, Consists of twenty-one (21) consecutive days of usage and occupancy in Summer Season plus seven (7) floating days of usage and occupancy during other available periods.

Note: Declarant is not the operator or owner of Aspen Highlands Ski Area, and accordingly, cannot make any representations relating to the operations of such ski area and the opening and closing dates of the ski area Further. Declarant does not make any representations or warranties with respect to the snow conditions for winter activities, including among other things, skiling and anowboarding, during the winter season, as that term is used herein.

The Ritz-Carlton Club, Aspen Highlands PREFERRED SEASON CALENDAR-CONSOLIDATED Residence Interests

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*S.P. means Shoulder Period

Residence Interest Numbers 13-18: Preferred Season Membership - Winter. Consists of twenty-one (21) consecutive days of usage and occupancy in Winter Season plus seven (7) floating days of usage and occupancy during other available periods.

Residence Interest Numbers 19-24: Preferred Season Membership - Summer. Consists of twenty-one (21) consecutive days of usage and occupency in Summer Season plus seven (7) floating days of usage and occupancy during other available periods.

Note: Declarant is not the operator or owner of Aspen Highlands Ski Area, and accordingly, cannot make any representations relating to the operations of such ski area and the opening and closing dates of the ski area Further, Declarant does not make any representations or warranties with respect to the snow conditions for winter activities, including among other things, skiing and snowboarding, during the winter season, as that term is used herein.

THIS CALENDAR SUPERSEDES THE CALENDAR ATTACHED TO THE DECLARATION OF CONDOMINIUM AS RECORDED

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The Ritz-Carlton Club, Aspen Highlands PREFERRED SEASON CALENDAR-CONSOLIDATED Residence Interests

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"S.P. means Shoulder Period

Residence interest Numbers 13-18: Preferred Season Membership - Winter. Consists of twenty-one (21) consecutive days of usage and occupancy in Winter Season plus seven (7) floating days of usage and occupancy during other available pariods.

Residence interest Numbers 19-24: Preferred Season Mambership - Summer, Consists of twenty-one (21) consecutive days of usage and occupancy in Summer Season plus seven (7) floating days of usage and occupancy during other available periods.

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THIS CALENDAR
SUPERSEDES THE
CALENDAR ATTACHED TO
THE DECLARATION OF
CONDOMINIUM AS
RECORDED

The Ritz-Carlton Club, Aspen Highlands MULTIPLE SEASON CALENDAR-CONSOLIDATED Residence Interests

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^{*} S.P. means Shoulder Period

Residence Interest Numbers 1-8: Multiple Season Membership - Winter. Consists of fourteen (14) consecutive days of usage and occupancy in the Winter Season, seven (7) consecutive days of usage and occupancy in the Summer Season, and seven (7) floating days of usage and occupancy during other available time periods.

Residence Interest Numbers 7-12: Multiple Season Membership - Summer. Consists of fourteen (14) consecutive days of usage and occupancy in the Summer Season, seven (7) consecutive days of usage and occupancy in the Winter Season, and seven (7) floating days of usage and occupancy during other available time periods.

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The Ritz-Cariton Club, Aspen Highlands MULTIPLE SEASON CALENDAR-CONSOLIDATED Residence interests

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"S.P. means Shoulder Period

Residence Interest Numbers 1-6: Multiple Season Membership - Winter. Consists of fourteen (14) consecutive days of usage and occupancy in the Winter Season, seven (7) consecutive days of usage and occupancy in the Summer Season, and seven (7) floating days of usage and occupancy during other available time periods.

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The Ritz-Carlton Club, Aspen Highlands MULTIPLE SEASON CALENDAR-CONSOLIDATED Residence Interests

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Residence loterest Numbers 1-6: Multiple Season Membership - Winter. Consists of fourteen (14) consecutive days of usage and occupancy in the Winter Season, seven (7) consecutive days of usage and occupancy in the Summer Season, and seven (7) floating days of usage and occupancy during other available time periods.

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The Ritz-Cariton Club, Bachelor Guich MULTIPLE SEASON CALENDAR-CONSOLIDATED Residence interests

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fi	1	23-Nov-2002			12	22-Nov-2003	29-Nov-2003	1	8	20-Nov-2004	27-Nov-2004		7	19-Nov-2005	
1	1	30-Nov-2002	7-Dec-2002	1	1	29-Nov-2003	6-Dec-2003	l	8	27-Nov-2004	4-Dec-2004		7	26-Nov-2005	3-Dec-2005
ı	2	7-Dec-2002	14-Dec-2002		1	8-Dec-2003	13-Dec-2003	ľ	12	4-Dec-2004	11-Dec-2004	ığ.	8	3-Dec-2005	10-Oec-2005
1	2	14-Dec-2002			2	13-Dec-2003	20-Dec-2003		1	11-Dec-2004			8	10-Dec-2005	17-Dec-2005
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i	10	25-Jan-2003	1-Feb-2003	H 2	4	24-Jan-2004	31-Jan-2004		3		22-Jan-2005 29-Jan-2005		2 9	14-Jan-2006	21-Jan-2008
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1 -	7	8-Mar-2003	15-Mar-2003,	1 * 1	11	6-Mar-2004	13-Mar-2004	7		5-Mar-2005	12-Mar-2005	12	5	4-Mar-2006	11-Mar-2006
ĺ	7	15-Mar-2003	22-Mar-2003		7	13-Mar-2004	20-Mar-2004	i	- 6	12-Mar-2005	19-Mar-2005	ű .	5	11-Mar-2006	18-Mar-2006
1	8	22-Mar-2003	28-Mar-2003	1	7	20-Mar-2004	27-Mar-2004	}	11	19-Mar-2005	28-Mar-2005	8	. 8	18-Mar-2008	25-Mar-2008
. I	8	29-Mar-2003	5-Apr-2003	1	8	27-Mar-2004	3-Apr-2004	ŀ	7	26-Mar-2005	2-Apr-2005		6	25-Mar-2006	1-Apr-2006
 	12	5-Apr-2003	12-Apr-2003		8	3-Apr-2004	10-Apr-2004		7	2-Apr-2005	9-Apr-2005		11	1-Apr-2008	8-Apr-2008
اما		12-Apr-2003	19-Apr-2003			10-Apr-2004	17-Apr-2004			9-Apr-2005	16-Apr-2005			8-Apr-2006	15-Apr-2008
l ä	•	19-Apr-2003	26-Apr-2003	9		17-Apr-2004	24-Apr-2004	PERIOD		18-Apr-2005	23-Apr-2005		•	15-Apr-2006	22-Apr-2008
1 2		25-Apr-2003	3-May-2003			24-Apr-2004	1-May-2004	12	Į I	23-Apr-2005	30-Apr-2005	5	}	22-Apr-2006	29-Apr-2006
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SHOULDER NERGO			17-May-2003 24-May-2003	3		8-May-2004	15-May-2004	1 2 1	1		14-May-2005			6-May-2006	13-May-2006]
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1 3 1	10	12-Jul-2003	19-Jul-2003	3	3	10-Jui-2004	17-Jul-2004	3	9	9-Jul-2005	18-Jui-2005	3	9	8-Jul-2008	15-Jul-2006
ð	10	19-Jul-2003	28-Jul-2003	į	4]	17-Jtd-2004	24-Jui-2004	ž] 3]	16-Jul-2005	23-ปม-2005	a l	9	15-Jul-2006	22-Jul-2006
3	5	26-Jul-2003	2-Aug-2003	\\ \bar{\} \	10	24-Jul-2004	31-Jul-2004	👯	4	23-Jul-2005	30-Jul-2005	Š	3	22-Jul-2008	29-Jul-2006
191	6	2-Aug-2003	9-Aug-2003	3 1	10	31-Jul-2004	7-Aug-2004	ļįji	10	30-Jul-2005	6-Aug-2005	8	4	29-Jul-2008	5-Aug-2008
§	11		16-Aug-2003	RESERVACI ALLOCATION	5	7-Aug-2004	14-Aug-2004	3	10		13-Aug-2005	770	10	5-Aug-2006	12-Aug-2006
RESERVED	7		23-Aug-2003	3	e l	14-Aug-2004	21-Aug-2004	8	5		20-Aug-2005	146	10	12-Aug-2006	19-Aug-2006
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ìŝĺ	}		25-Oct-2003	* 1	ì	16-Oct-2004	23-Oct-2004	¥ 1	1		22-Oct-2005	里根	ŀ		21-Oct-2008
3		25-Oct-2003	1-Nov-2003	3 [J	23-Oct-2004	30-Oct-2004	3 H	ŀ		29-Oct-2005	3	į		28-Oct-2008
ŝ			8-Nov-2003	SHOLEDER PERSON	J	30-Oct-2004	6-Nov-2004	HOU, DER	ŀ	29-Oct-2005	5-Nov-2005	₹	[28-Oct-2006	4-Nov-2008
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	1	15-Nov-2003	22-Nov-2003	-	1	13-Nov-2004	20-Nov-2004	ľ	ĺ	12-Nov-2005	18-Nov-2005	t	l		18-Nov-2008
بالبيال			<u> </u>								_ [li.	- 1		- 1

Residence Interest Numbers 1-8: Multiple Season Membership - Winter. Consists of fourteen (14) consecutive days of usage and occupancy in the winter season and seven (7) consecutive days of usage and occupancy in the winter season.

Residence Interest Numbers 9-12: Multiple Season Membership - Summer. Consists of fourteen (14) consecutive days of usage and occupancy in the summer season and seven (7) consecutive days of usage and occupancy in the winter season.

Note: Declarant is not the operator or owner of Beaver Creek Ski Area, and accordingly, cannot make any representations relating to the operations of such ski area and the opening and closing dates of the ski area. Further, Declarant does not make any representations or warranties with respect to the snow conditions for winter activities, including among other things, skiing and snowboarding, during the winter season, as that term is used herein.

The Ritz-Carlton Club, Bachelor Gulch MULTIPLE SEASON CALENDAR-CONSOLIDATED Residence Interests

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ľ	Residence	Allocated Us	e Periods	:	Residenca	Allocated t	Jse Periods	Ĭ	Residence	Allocated t	Jse Periods	ł	1	Allocated	Jae Periods
	Interest No.				Interest No.			ľ	Interest No.	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	1	Residence		
ļ		2006	2007			2007	2608		A	2008	2009	L	Interest No.	2009	2010
H	11 7	18-Nov-2008 2			8	17-Nov-2007			5		29-Nov-2008		10	21-Nov-2009	28-Nov-2009
1	7		2-Dec-2006 9-Dec-2006		8	24-Nov-2007	1-Dec-2007	1	5	29-Nov-2008		1	5	28-Nov-2009	
l	á	9-Dec-2006 1		1	11 7	1-Dec-2007 8-Dec-2007	8-Dec-2007 15-Dec-2007		6	6-Dec-2008	13-Dec-2008		5	5-Dec-2009	12-Dec-2009
1	1 8	18-Dec-2006 2			7	15-Dec-2007			11	13-Dec-2008			8	12-Dec-2009	
Į Ž	12	23-Dec-2006 3		3	8	22-Dec-2007		3	7	27-Dec-2008	27-Dec-2008 3-Jan-2009	13	6	19-Dec-2009	
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Į ž	1		13-Jan-2007	15	12	5-Jan-2008	12-Jan-2008	3	l à	10-Jan-2009	17-Jan-2009		7	9-Jan-2010	9-Jan-2010 16-Jan-2010
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15	Ð		3-Feb-2007	DCATION	2	26-Jan-2008	2-Feb-2008	Ę	1	31-Jan-2009	7-Feb-2009	8	12	30-Jan-2010	6-Feb-2010
ALDCATICAL	3	3-Feb-2007 1		ğ	2	2-Feb-2008	9-Feb-2008	8	1	7-Feb-2009	14-Feb-2009	8	1	8-Feb-2010	13-Feb-2010
á	3	10-Feb-2007 1		3	9	9-Fab-2008	16-Feb-2008	3	2	14-Feb-2009	21-Feb-2009	3	1		20-Feb-2010
ESSERVED	4	17-Feb-2007 2		ş	3	18-Feb-2008	23-Feb-2008	}	2	21-Feb-2009		ž	2	20-Feb-2010	27-Feb-2010
#	4		3-Mar-2007		3	23-Feb-2008	1-Mar-2008	3	9	28-Feb-2009	7-Mar-2008	8	2	27-Fab-2010	6-Mar-2010
1 1	10 5		0-Mar-2007		4	1-Mar-2008	8-Mar-2006	*	3	7-Mar-2009	14-Mar-2009		. 9	6-Mar-2010	13-Mer-2010
	5	10-Mar-2007 (17-Mar-2007 2		1	4 10	8-Mar-2008 15-Mar-2008	15-Mar-2008 22-Mar-2008		3	14-Mar-2009			3	13-Mar-2010	20-Mar-2010
	8	24-Mar-2007 3			5		22-Mar-2008		4		28-Mar-2009]	3	20-Mar-2010	27-Mar-2010
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1 <u>5</u>	ļ	28-Apr-2007 5	-May-2007	ŝ		26-Apr-2008	3-May-2008	35 [2-May-2009	9-May-2009	5]	1-May-2010	8-May-2010
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š		12-May-2007 16		#		10-May-2008	17-May-2008	3		16-May-2009		3			22-May-2010
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	11		2-Jun-2007	Á		24-May-2008		Ä	5	30-May-2009	8-Jun-2009		fO	29-May-2010	5-Jun-2010
	11 7		9-Jun-2007			31-May-2008	7-Jun-2008	R	6	6-Jun-2009	13-Jun-2009		10	5-Jun-2010	12-Jun-2010
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PEASON	12		0-Jun-2007	BUANER BELSON	8		21-Jun-2008 28-Jun-2008	E.C.	11 7		27-Jun-2009	3	6	19-Jun-2010	28-Jun-2010
5			7-Jul-2007	5		28-Jun-2008	5-Jul-2008		, 8	27-Jun-2009 4-Jul-2009	4-Jul-2009	3	11	26-Jun-2010	3-Jul-2010
3 1	1		4-Jul-2007	3	12	5-Jul-2008	12-Jul-2008	See all	12	11-Jul-2009	11-Jul-2009 18-Jul-2009		11 7	3-Jul-2010 10-Jul-2010	10-Jul-2010
	2		1-Jul-2007		1	12-Jul-2008	19-Jul-2008	- i II	12	18-74-2008	25-Jul-2009	3	a l	17-Jul-2010	17√ш-2010 24√ш-2010
Ĭ	9	21-Jul-2007 2	8-Jul-2007	9	2	19-Jul-2008	26-Jul-2008	8	1	25-Jul-2009	1-Aug-2008	8	12	24~Jul-2010	31-Jul-2010
3	ş	28-Jul-2007 4	I-Aug-2007	MUDCATION	B	26-Jul-2006	2-Aug-2008	ACKEAN OUT	2	1-Aug-2009	8-Aug-2009	8	12	31-Jul-2010	7-Aug-2010
3	3		1-Aug-2007	3	9	2-Aug-2008	9-Aug-2008		9		15-Aug-2009	₹	1	7-Aug-2010	14-Aug-2010
9		11-Aug-2007 18		1	3		18-Aug-2008	ž f	9		22-Aug-200B		2	14-Aug-2010	21-Aug-2010
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-			-Sep-2007	<u>.</u>			30-Aug-2008	٠ ا	4	29-Aug-2009	5-Sep-2009	~	9	28-Aug-2010	4-Sep-2010
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оном деж мекоо	1		0-Oct-2007	LOER PERSON	Į,		18-Oct-2008	OCE PERIO			24-Oct-2009	SHOULDER PERSON	l	9-Oct-2010 18-Oct-2010	16-Oct-2010
	[:		7-Oct-2007	3			25-Oct-2008	ă			31-Oct-2009	5 1	l	23-Oct-2010	23-Oct-2010 30-Oct-2010
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- I			Nov-2007	• [8-Nov-2008	15	į		14-Nov-2009	4	-		13-Nov-2010
	*	10-Nov-2007 17	-Nov-2007	H			5-Nov-2008	Ħ	}	14-Nov-2009		ß	t	13-Nov-2010	
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Residence Interest Numbers 1-5: Multiple Season Membership - Winter. Consists of fourteen (14) consecutive days of usage and occupancy in the winter season and seven (7) consecutive days of usage and occupancy in the summer season.

Residence Interest Numbers 9-12: Multiple Season Membership - Summer. Consists of fourteen (14) consecutive days of usage and occupancy in the summer season and seven (7) consecutive days of usage and occupancy in the winter season.

Note: Declarant is not the operator or owner of Beaver Creek Skl Area, and accordingly, cannot make any representations relating to the operations of such skl area and the opening and dosing dates of the skl area. Further, Declarant does not make any representations or warrenties with respect to the snew conditions for winter activities, including among other things, skling and snewboarding, during the winter spason, as that term is used herein.

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The Ritz-Carlton Club, Bachelor Gulch MULTIPLE SEASON CALENDAR-CONSOLIDATED Residence Interests

	1	8		1	1	10			<u> </u>	11				12	
1	Residence	Allocated	Use Periods	1	Residence	Allocated C	Ise Parlods		Residence	Allocated U	se Periods		Residence	Allocated	Jae Periode
	Interest No.			1	interest No.				Interest No.				Interest No.		
<u> </u>		2010	2011	Щ	l	2011	2012		4 .	2012	2013	<u> </u>	L	2013	2014
	4		27-Nov-2010		3		28-Nov-2011		9		24-Nov-2012	į	2		23-Nov-2013
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	5	18-Dec-2010	25-Dec-2010		10		24-Dec-2011	· 1	4		22-Dec-2012		3		14-Dec-2013 21-Dec-2013
ą l	6	25-Dec-2010	1-Jan-2011	REASON	5		31-Dec-2011	SEASON	10		29-Dec-2012		4		28-Dec-2013
₹.	6	1-Jan-2011	8-Jan-2011	3	5		7-Jan-2012	3	5	29-Dec-2012		3	4		4-Jan-2014
ď	1 11	8-Jan-2011	15-Jan-2011	5	6		14-Jan-2012	<u>6</u>	5	5-Jan-2013	12-Jan-2013	5	10		11-Jan-2014
WWITER SEABOR	7	15-Jan-2011	22-Jan-2011	WINTER	8		21-Jan-2012		8	12-Jan-2013	19-Jan-2013	1	5		16-Jan-2014
Ť	7	22-Jan-2011	29-Jan-2011	ź	11	21-Jan-2012	28-Jan-2012		8	19-Jan-2013	26-Jan-2013	- F	5	18-Jan-2014	25-Jan-2014
5	8	29-Jan-2011	5-Feb-2011	RESERVED ALLOCATION -	7	28-Jan-2012	4-Feb-2012	ALLOCATION:	11	26-Jan-2013	2-Feb-2013	Ĕ	6	25-Jan-2014	1-Feb-2014
Ş	8	5-Fab-2011	12-Feb-2011	8	7	4-Feb-2012	11-Feb-2012	9	7	2-Feb-2013	9-Feb-2013	😫 .	6	1-Feb-2014	8-Feb-2014
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	2	5-Mar-2011	12-Mer-2011	"	1 1		10-Mar-2012	- 1	12	2-Mar-2013	9-Mar-2013	"	8	1-Mar-2014	
	2	12-Mar-2011	19-Mar-2011		1		17-Mar-2012	1	1 1	9-Mar-2013	16-Mar-2013		a		15-Mar-2014
	9	19-Mar-2011	26-Mar-2011	1	2		24-Mar-2012	1	1 1		23-Mar-2013		12		22-Mar-2014
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 	·	9-Apr-2011	9-Apr-2011 16-Apr-2011			31-Mar-2012	14-Apr-2012			30-Mar-2013 6-Apr-2013	8-Apr-2013 13-Apr-2013	<u> </u>		29-Mar-2014 5-Apr-2014	5-Apr-2014 12-Apr-2014
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8		30-Apr-2011	7-May-2011	<u>E</u>			5-May-2012	3	1	27-Apr-2013	4-May-2013	95			3-May-2014
SHOULDER PERIOD		7-May-2011		4	•			4 1			11-May-2013	1 4 9			10-May-2014
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Residence Interest Numbers 1-8: Multilpfe Season Membership - Winter. Consists of fourteen (14) consecutive days of usage and occupancy in the winter season and seven (7) consecutive days of usage and occupancy in the summer

Residence interest Numbers 9-12: Multiple Season Membership - Summer. Consists of fourteen (14) consecutive days of usage and occupancy in the summer season and seven (7) consecutive days of usage and occupancy in the winter season.

Note: Declarant is not the operator or owner of Beavar Creek Ski Area, and accordingly, cannot make any representations relating to the operations of such ski area and the opening and closing dates of the ski area. Further, Declarant does not make any representations or warranties with respect to the snow conditions for winter activities, including among other things, skiing and snowboarding, during the winter asason, as that term is used herein.

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Reserved Allocation
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Reserved Allocation	. =
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THE RITZ-CARLTON CLUB, ST. THOMAS CALENDAR MEMBERSHIP #9

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Reserved Allocation	
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THE RITZ-CARLTON CLUB, ST. THOMAS CALENDAR MEMBERSHIP #9

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Reserved Allocation	
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29-Dec-07 (95-Jan-08					26-Dec-09	02-Jan-10	25-Dec-10	Q1-Jan-11	24-Dec-11	31-Dac-11	22-Dec-12	29-Dec-12
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The Ritz Carlton Club Jupiter Calendar Membership #4

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The Ritz Cariton Club Jupiter Calendar Membership #7

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# EXHIBIT "F"

THE RITZ-CARLTON CLUB
MEMBERSHIP AFFILIATION AGREEMENT



# MEMBERSHIP PROGRAM AFFILIATION AGREEMENT



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THIS RITZ-CARLTON CLUB MEMBERSHIP PROGRAM AFFILIATION AGREEMENT ("Agreement") is made and entered this 11th day of July, 2003, by and among The Ritz-Carlton Travel Company, L.L.C., a Delaware limited liability company, whose address is 6649 Westwood Boulevard, Suite #500, Orlando, Florida 32821-6090, ("Program Manager"), RBF, LLC ("Developer"); Eagle Tree Condominium Association, Inc. ("Association" or "Members Association"), and The Ritz-Carlton Management Company, L.L.C., a Delaware limited liability company, whose address is 6649 Westwood Boulevard – Suite #500, Orlando, Florida 32821-6090 ("Club Manager"). The aforedescribed parties are sometimes individually referred to as a "Party" or collectively as "Parties", and said terms shall also include respective successors and assigns of any Party or Parties.

#### RECITALS

WHEREAS, the Developer has developed a luxury, fractional ownership project known as The Ritz-Carlton Club, Jupiter, located in Jupiter, Florida (the "Club"); and

WHEREAS, the Program Manager has established a reservation system (the "Reservation System") and other related benefits and services known as The Ritz-Carlton Club Membership Program (the "Membership Program") for the purpose of providing a means for Members to reserve the use of accommodations and facilities at the Club and other locations affiliated with the Membership Program, in accordance with and as restricted by the terms of the Membership Program as set forth in this Agreement and the procedures governing reservations (the "Reservation Procedures"); and

WHEREAS, the Members Association is the not-for-profit owners' association for the Club with responsibility for the management and operation of the Club; and

WHEREAS, the Members Association has entered into that certain property management agreement with the Club Manager, which, among other things, provides for the delegation, to the extent permitted by law and not otherwise prohibited, of certain management and operations responsibilities to the Club Manager; and

WHEREAS, the Developer and the Members Association desire that the Club become affiliated with the Membership Program and that each Owner (defined below) at the Club become a Member (defined below) of the Membership Program with the ability to make use of the Reservation System (defined below) and the other benefits of the Membership Program, pursuant to the terms of this Agreement and the Reservation Procedures; and

WHEREAS, the Club Manager desires to have the Club become affiliated with the Membership Program and further desires to coordinate its activities and perform services associated therewith in accordance with the provisions of this Agreement; and

WHEREAS, the Program Manager desires that the Developer, the Members Association, the Club Manager and the Members acknowledge that the Program Manager shall have all of the duties, obligations and responsibilities for the operation of the Reservation System regarding the use of Residences (defined below) at the Club as part of the Membership Program in accordance with the terms of this Agreement, the Reservation Procedures and applicable law, so as to fully integrate Residences at the Club and their respective Members into the Membership Program.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, the parties hereby agree as follows:

#### **AGREEMENT**

#### I. Recitals and Owner Covenants

- 1.1 By execution of this Agreement, the Parties agree that the above recitals are true and correct and are hereby incorporated into this Agreement.
- 1.2 By acceptance of a conveyance of a Residence Interest (defined below) at the Club subject to the Residence Documents (defined below), which have been provided to or made available to each Member, each Member is deemed to have consented to the terms and conditions of this Agreement and to have further consented to the appointment of the Members Association as the authorized representative to act on behalf of the Member with respect to the provisions of this Agreement. Wherever the Members Association acknowledgment, consent, understanding and/or agreement is stated or implied in this Agreement, such acknowledgment, consent, understanding and/or agreement shall be deemed to also have been given by the Board of Directors, if applicable, and each Member.

#### II. Definitions

Unless the context requires a different meaning, the following terms used in this Agreement are defined as follows:

Agreement means this Ritz-Carlton Club Membership Program Affiliation Agreement.

Allocation means the total number of days each year, as established in the Residence Documents, for which a Member is entitled to use a Residence without incurring a per diem charge. An Allocation may be further divided into Reserved Allocations (defined below) and Unreserved Allocations (defined below).

Associate Member means a person having privileges within the Membership Program through a separate category of membership other than that type of membership associated with ownership of a Residence Interest and mandatory affiliation with the Membership Program

Associated Club means a location pursuant to which membership in the Membership Program is made available to persons on a voluntary basis in accordance with such terms and conditions as may be determined by the Program Manager and for which an agreement similar to the subject Agreement has been executed.

<u>Calendar</u> means the annual calendar(s) promulgated by the Program Manager and made available to all Members which identifies Seasons (defined below), the Reserved Allocation, Unreserved Allocation (should any be made available in the future), Reservation and Confirmation Periods and other pertinent information for each specific Club in a given year.

<u>Club</u> means a Member Club or Associated Club, or in some cases the subject Club depending upon the context.

<u>Club Manager</u> means the person engaged by the Developer, or as applicable, the Members Association, with responsibility for the management and operation of a particular Member Club.

<u>Club Operating Agreement</u> means the agreement between the Members Association and the Club Manager for the management and operation of the Members Association Club.

Developer has the meaning ascribed to that term in the preamble of this Agreement.

Effective Date means the date when this Agreement has been fully executed by all Parties.

Guest of the Program Manager means any person who lodges in a Residence at a Club on a space-available basis as an invited guest of the Program Manager, who, except where otherwise specifically provided, shall be treated as a guest.

Home Club means the particular Member Club in which the Member owns a Residence Interest.

Member means a person (natural or otherwise) who, by virtue of ownership of a Residence Interest, has membership privileges in the Membership Program on a mandatory basis. Where more than one person own a Residence Interest, then such persons shall designate at the time of purchase of a Residence Interest which person will be deemed to be the Member (cannot be more than one) for purposes of reserving usage under the Reservation Procedures. Where a Member is not an individual, it shall designate at the time of purchase of a Residence Interest, which individual will be treated as the individual Member for purposes of reserving usage under the Reservation Procedures, and such designated person will remain in place until changed in accordance with the Residence Documents.

Members Association or Association has the meaning ascribed to that term in the preamble of this Agreement.

Member Club means a Club, including the subject Club, which become affiliated with the Membership Program from time to time pursuant to an agreement similar to this Agreement or otherwise, and for which membership in the Membership Program is a mandatory obligation of ownership of a Residence Interest. For locations where membership in the Membership Program may only be a condition of ownership of Residence Interests in some Residences, the term "Member Club" shall only be deemed to refer to such Residences.

Membership Program or The Ritz-Carlton Club Membership Program means the program of benefits and services created and operated by the Program Manager as they may exist from time to time, which Members participate in by virtue of ownership of a Residence Interest or by other means established by the Program Manager, e.g., the benefits and services made available to Associate Members.

<u>Membership Program Documents</u> means this Agreement, the Reservation Procedures and any other documents governing the use and operation of the Membership Program, as may be amended from time to time.

Membership Program Dues means the costs and expenses of the Membership Program that are assessable to the Members Association each calendar year and become common charges.

Membership Program Marks means all present and future trademarks or service marks, trade names, symbols, logos, slogans, designs, insignia, emblems, devices and distinctive designs, whether owned by or licensed to the Program Manager or any of its affiliates or subsidiaries, and whether or not registered under the laws of the United States of America or any other country, which are used to identify the Membership Program and/or Program Manager or are otherwise used in the promotion and/or operation of the Membership Program, including, but not limited to, the marks identified on Exhibit A attached hereto, as may be amended from time to time by the Program Manager in its sole discretion.

Membership Program Materials means those reservation services, promotional and/or informational materials developed by the Program Manager for the Membership Program from time to time.

Owner means the owner of record of a Residence Interest at the subject Club and/or at other Member Clubs.

<u>Program Manager</u> has the meaning ascribed to that term in the preamble of this Agreement.

Reservation Procedures means the procedures, rules and regulations (as from time-to-time amended) promulgated by the Program Manager in order to administer the Reservation System, a current copy of which is on file with the Program Manager.

Reservation System means the method, means or system by which Members and, as applicable, Associate Members reserve the use of any Residences at any Member Club and, as applicable, an Associated Club pursuant to the Reservation Procedures.

Reserved Allocation further defines the Allocation as established in the Residence Documents, for which a Member is assigned usage of a specific Residence or a specific type of Residence during a specific period or periods of time each year pursuant to the Calendar for a given Home Club

Residence means an apartment, villa, unit or other separate lodging accommodations available for occupancy at a Club as defined in the Residence Documents.

Residence Documents or Condominium Documents or Club Home Documents means those documents governing the use of Residences at a particular Home Club pursuant to which the Developer has created Residence Interests owned or to be owned by Members such as, but not limited to, any declaration or other instrument establishing the Residence Interest conveyed to Owners, any bylaws or articles of incorporation of the Members Association and any rules and regulations applicable to the Members Association.

Residence Interest means the particular real property interest in or use rights a Member has at a Member Club.

Season means that time or times of the year set forth in the Calendar for each particular Club which reflects usage of a Residence consistent with the Residence Interest purchased by a Member as set forth in the Residence Documents.

<u>Unreserved Allocation</u> means the days remaining (if any) each year from a Member's Allocation after the number of days designated as Reserved Allocation are deducted as established in the Residence Documents.

# III. The Club's Relationship with the Membership Program.

- 3.1 The Club is hereby affiliated with the Membership Program in accordance with the terms and conditions of the Membership Program Documents. During the term of this Agreement and any renewal terms, the Developer, the Members Association and Club Manager shall cooperate fully with the Program Manager in the promotion and operation of the Membership Program at the Club.
- 3.2 The Developer, the Members Association and the Club Manager hereby acknowledge the following:
- a. In accordance with the Residence Documents, membership in the Membership Program is an appurtenance to and a condition of ownership of a Residence Interest at the Club.
- b. The Program Manager manages the use of all Residences at the Club, and at all other Member Clubs, through the Reservation System operated under the name of The Ritz-Carlton Club Membership Program.
- c. In the event the Program Manager affiliates other resorts with the Membership Program in accordance with Article VII below, the Members at such locations will compete, through participation in the Reservation System, with Members at all Member Clubs, including the subject Club, for reservations for any Residences at such Member Clubs that are available after any priority given to Members at a particular Member Club, if any.
- d. The relationship between the Members Association and the Program Manager and the operation of the Membership Program on behalf of the Members at a particular Member Club constitutes legitimate business of the Members Association.
- e. The Membership Program is not a legal entity nor an association of any kind, but instead is a service name given to the variety of reservation services and other benefits currently offered and the restrictions currently imposed through the Program Manager. Members do not acquire any interest in the Membership Program per se as part of their Residence Interest. The services provided by the Program Manager do not include Club Manager's site management and assessment collection duties for the subject Club, which are provided for and governed by the Club Manager's Club Operating Agreement with Members Association.

# IV. <u>Covenants of the Developer, Members Association,</u> and Club Manager

- 4.1 In connection with the Club, the Developer, Members Association and Club Manager collectively agree to do the following:
- a. Promptly submit or cause to be submitted to the Program Manager copies of all fully executed and recorded deeds or other evidence satisfactory to the Program Manager indicating that a Residence Interest at the Club has been transferred to a Member and setting forth that the Residence Interest is subject to membership in the Membership Program as an appurtenance to the Residence Interest such that the Member's use of a Residence at the Club or other Member Club is subject to the terms and conditions of the Membership Program.
- b. Fully and accurately describe the Membership Program to Members and prospective purchasers of Residence Interests at the subject Club. The Developer, Members Association and Club Manager shall not in any way misrepresent the Membership Program or the Club's relationship with the Program Manager to Members or prospective purchasers of Residence Interests at the Club. The Developer, Members Association and Club Manager shall not amend, summarize, change or modify any Membership Program Materials without the prior express written consent of the Program Manager, and shall provide such Membership Program Materials, the Membership Program Documents and Residence Documents, as amended, to Members upon their reasonable request and/or as required by applicable law.
- c. Remain informed of new services and benefits provided by the Program Manager to Members.
- d. Comply with all applicable federal, state and local laws, as well as all applicable administrative rules, regulations and orders in the conduct of their respective businesses as such conduct may affect the Club and the Membership Program.
- 4.2 The Members Association agrees that at the time the Developer transfers control of the Club to the Members Association as set forth in the Residence Documents, if any, the Club shall continue to be affiliated with the Membership Program as a Member Club pursuant to the provisions of the Membership Program Documents.
- 4.3 The Developer and Members Association represent and warrant to the Program Manager that (a) the Developer owns or leases, or shall own or lease or have a contract for the purchase or lease prior to marketing or commencement of sales, the real estate and improvements constituting the Club; and (b) each Member at the Club shall acquire, possess and enjoy the right to use a Residence at the Club in accordance with the restrictions contained in the applicable deed or other instrument pursuant to which a Member acquired a Residence Interest, the Residence Documents and the Membership Program Documents and in accordance with applicable law.
- 4.4 The Developer, Members Association and Club Manager agree that during the term of this Agreement, while the Club remains affiliated with the Membership Program as a Member Club, all requests for reservations of Residences at the Club from Members shall be processed through the Program Manager.
- 4.5 The Developer, Members Association and Club Manager agree to manage, operate and maintain the Club in a manner consistent with the standards of quality and

customer service established by the Program Manager for all Member Clubs from time to time. In this regard, the Program Manager shall have the right to consent to the employment of any Club Manager engaged by the Developer or Members Association to manage, operate and maintain the Club. The Developer, Members Association and Club Manager agree to immediately notify the Program Manager of any change in any fact or circumstance affecting the operation of the Club and/or the Membership Program with respect to the Club, including, but not limited to, the termination of any existing Club Manager, and they further agree that should the Program Manager's consent not be obtained and given to the termination and/or employment of a new Club Manager that the Program Manager shall have the right to immediately terminate this Agreement and the affiliation of the Club with the Membership Program.

# V. Operation and Management of the Reservation System.

- 5.1 By execution of this Agreement, the Developer, Members Association and Club Manager hereby acknowledge that the Program Manager has all of the rights and duties with regard to the reservation of use rights by Members at the Club and at other Member Clubs or Associated Clubs, for the purpose of implementing the reservation restrictions by virtue of and as outlined in the Membership Program Documents. The Parties agree that the Program Manager's rights, duties and obligations as set forth in this Agreement are exclusive to the Program Manager, and the Program Manager hereby agrees to perform all such duties and obligations.
- 5.2 The Program Manager shall have the right to adopt and amend those portions of the Membership Program Documents which the Program Manager, in its sole discretion, determines are necessary or desirable to amend from time to time in order to operate and manage the Membership Program and/or Reservation System. The Membership Program Documents will only be adopted or amended in a manner that in the Program Manager's reasonable business judgment will be for the principal purpose of improving upon the quality and operation of the Membership Program and/or Reservation System and furthering the collective enjoyment of the Membership Program by present and future Members (including Associate Members) as a whole. The Developer, Members Association and Club Manager agree that each Member's use of a Residence at his or her Home Club and the participation of each Member in the Membership Program shall be governed by the provisions of the Membership Program Documents as adopted and amended from time to time by the Program Manager.
- 5.3 The Developer, Members Association and Club Manager agree that the Program Manager shall have the right pursuant to and in accordance with the Reservation Procedures to reserve any unreserved use of Residences for its own promotional use, rental for its own account or any other purpose as the Program Manager determines in its sole discretion. In return, the Program Manager agrees to make available to the Members Association that portion of such unreserved usage verified by the Club Manager as being reasonably necessary to perform additional maintenance of the Residences.
- 5.4 The Developer, Members Association and Club Manager acknowledge and agree that all personal and intellectual property related to the Program Manager's operation of the Reservation System for Residences at the Club, including, but not limited to, any and all computer hardware and software, is and always shall be the personal property of the Program Manager. In the event that this Agreement is terminated, irrespective of whether the

termination is voluntary or involuntary and irrespective of the cause of such termination, the Program Manager shall continue to own and control the Reservation System, subject to, and in accordance with applicable law.

5.5 By execution of this Agreement, the Developer, Members Association and Club Manager hereby acknowledge that the Program Manager is responsible for exercising all of the rights and duties associated with the affiliation of Residences at the Club with any other program which provides use rights to Members at various locations through exchange of use rights or other means, and neither the Developer, Members Association nor Club Manager shall affiliate or attempt to affiliate such Residences with any such program other than as directed and approved by the Program Manager. The Program Manager shall have the right, but not the obligation, to manage all such use rights made through any such program on behalf of Members at the Club in coordination with the provider of such other use program.

## VI. Assessments, Collections and Transaction Costs

6.1 The Program Manager shall have the responsibility for providing the Developer, Members Association and Club Manager with notice of its total proposed Membership Program Dues assessment for the Club for the upcoming operating year at least ninety (90) days prior to the Members Association's annual meeting. In accordance with the Residence Documents, costs and expenses incurred by the Program Manager in connection with the operation of the Reservation System and the delivery of other Membership Program services and benefits shall be assessed by the Program Manager as Membership Program Dues to each Member and/or Member Club based upon a reasonably prorated formula, together with a reasonable fee to the Program Manager which will contain a reasonable profit factor. Any extraordinary or special costs and expenses incurred by the Program Manager with respect to a given Member, group of Members or Member Club, may be assessed by the Program Manager only to the affected Member, group of Members or Member Club as a portion of their Membership Program Dues. Except as provided herein, the Developer, Members Association, and Club Manager are not entitled to approve increases in Membership Program Dues assessments. The Program Manager agrees that in no event shall the amount of Membership Program Dues assessed to the Club per Member in a given calendar year exceed one hundred ten percent (110%) of the Dues assessed to the Club per Member in the previous calendar year (i.e., a ten percent (10%) increase) without the approval of the Club Members. The vote necessary to approve such increase by an action without a meeting, or at a meeting at which a quorum is present by ballot, in person or by proxy, shall be the greater of (i) twenty-five percent (25%) of the voting power of the Members Association residing in Members other than the Developer, or (ii) a majority of the voting power of the Members Association voting at a meeting or in an action without a meeting by ballot, in person or by proxy, residing in Members other than Developer.

6.2 As provided in Section 3.2a of Article III above, this Agreement, including the rights and obligations set forth herein, shall constitute an appurtenance to and obligation of ownership of a Residence Interest at the Club. The Members Association shall be liable to the Program Manager for all Membership Program Dues assessed hereunder; however, the Members Association may, in accordance with the Residence Documents for the Club, assess and collect from each Member that portion of the Membership Program Dues attributable to such Member. The Members Association agrees that it shall pay to the Program Manager an amount equal to all the Membership Program Dues assessed against Members for a given year by February 28th (or such other reasonable date established by the Program Manager) of that

year, whether or not the Members Association has actually been successful in collecting such amount from the Members by such date.

- 6.3 The Developer, Members Association and Club Manager agree to use their best efforts to annually assess and collect all amounts due from Members for the maintenance and operation of the Club, as required by the Residence Documents. All Membership Program Dues owed to the Program Manager from Members shall be assessed and collected by the Members Association and the Club Manager with such amounts. Membership Program Dues shall be remitted to the Program Manager by the Members Association on at least a weekly basis (or such other reasonable periodic basis established by the Program Manger) as collected; and in any event, pursuant to Section 6.2 above, shall be paid in full to the Club Manager by the Members Association no later than February 28th (or such other reasonable periodic basis established by the Program Manger) of each year.
- 6.4 The Developer, Members Association and Club Manager acknowledge and agree that any Member making a reservation pursuant to the Reservation Procedures, other than a reservation by a Member to use a Residence at the Club as part of the Member's Reserved Allocation, shall be personally liable for any transaction charges assessed to the Member by the Program Manager from time to time as set forth in the Reservation Procedures.
- 6.5 A Member shall only be permitted to use a reservation pursuant to the Reservation Procedures if all assessments, including taxes, Membership Program Dues and other charges attributable to the applicable Residence Interest for the year for which the reservation is requested have been paid in full. In the event the Members Association has not vet assessed such amounts to become due, then, as a condition to acceptance by the Program Manager of the reservation request, the Member may be required to remit to the Program Manager an amount equal to the estimated amounts to become due, as determined by the Program Manager after consultation with the Club Manager. All such monies shall be held by the Program Manager for the benefit of the Members Association and/or the Member as required by applicable law. Any interest earned on such funds will be paid to the Members Association, and, in no event, will it be due and payable to the Member. In the event the amount remitted to the Program Manager for the estimated amounts due is in excess of the actual amounts due, the excess amount shall be returned to the Member or applied to the following year's assessments, at the Program Manager's sole discretion. In the event the amount remitted to the Program Manager is less than the actual amounts due, the Member shall remain liable for the deficiency and in no event shall be forgiven for said deficiency. The Members Association agrees, however, not to exercise any "lock-out" remedy it may have pursuant to applicable law and/or the Residence Documents, against any Member with respect to any deficiency which may exist between actual amounts assessed to the Member for a given calendar year, and the estimated amounts for that calendar year actually collected by Program Manager and to the Members Association.

#### VII. Affiliation and Deletion of Clubs from Membership Program

7.1 In the event the Program Manager affiliates one or more additional Member Clubs or Associated Clubs with the Membership Program, the agreement executed to effect such affiliation shall, subject to applicable law, contain substantially the same terms and conditions as this Agreement in all material respects under the circumstances as pertaining to each such additional Member Club or Associate Club.

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- 7.2 The Parties agree that the Program Manager shall have the following rights with respect to the addition of locations as Member Clubs or Associated Clubs:
- a. The Program Manager may, in its sole discretion, elect to affiliate other locations with the Membership Program as Member Clubs or Associated Clubs from time to time. Neither the Developer, Members Association, nor Club Manager shall be entitled to participate in or consent to the Program Manager's decision in this regard. The Developer, Members Association and the Club Manager acknowledge and understand that in the event other locations are affiliated with the Membership Program, the addition of accommodations and facilities will result in the addition of new Members, who, subject to the Allocation for each respective Member, will compete with existing Members and/or Associate Members in making reservations for the use of available accommodations and facilities within the Membership Program, including Residences at the subject Club.
- b. The Program Manager may, in its sole discretion, create a separate membership program, develop individual resort properties as residential, transient or other use, or enter into management agreements with resort properties without the approval of the Developer, Members Association or Club Manager; and the Program Manager is under no obligation to affiliate with the Membership Program any specific location.
- 7.3 In addition to the provisions of Article IX below, the Parties agree that any deletion of Member Clubs and/or Associated Clubs from the Membership Program shall be governed by the following:
- a. In the event of a deletion of any Member Club or Associated Club that results in accommodations or facilities of such Member Club or Associated Club being unavailable for use by Members and/or Associate Members, the Program Manager shall notify all Members and Associate Members with confirmed reservations at the applicable Member Club or Associated Club of such unavailability of use within thirty (30) days after the related event of casualty, eminent domain action or automatic deletion.
- b. The Program Manager may, in its sole discretion, delete an entire existing Member Club or Associated Club from the Membership Program due to casualty where any of the affected accommodations or facilities are not reconstructed or replaced. With respect to casualty, subject to applicable law the Parties further agree that:
- (1) The Members Association and Club Manager shall obtain and maintain casualty insurance as to all accommodations, facilities and furnishings located upon the Club in amounts required by applicable law and/or the Residence Documents. The Program Manager shall not be liable for any costs associated with obtaining or maintaining such insurance.
- (2) Any insurance proceeds resulting from a casualty at the Club shall be applied to the replacement or acquisition of additional similar accommodations or facilities.
- (3) Any replacement of accommodations or facilities of the Club due to casualty shall be made so as to provide Owners with an opportunity to enjoy a substantially similar experience as was available with the deleted accommodations or facilities, as determined by the Program Manager in its sole discretion. In determining whether the

replacement accommodations and facilities will provide a substantially similar experience, the Program Manager shall consider all relevant factors, including, but not limited to, some or all of the following: size, capacity, furnishings, maintenance costs, location (geographic, topographic and scenic), demand and availability for use. The Program Manager reserves the right, in its sole discretion, to reject replacement accommodations and facilities that do not meet its affiliation criteria including the high standards of quality and customer service established by the Program Manager for all Member Clubs or Associated Clubs from time to time.

- c. The Program Manager may, in its sole discretion, delete existing Member Clubs or Associated Clubs from the Membership Program where an eminent domain action has taken place and where any of the affected accommodations or facilities are not replaced. With respect to any such eminent domain action, subject to applicable law, the Parties further agree as follows:
- (1) In the event of a taking of all or a portion of the accommodations and facilities of a Member Club or Associated Club by eminent domain, the Developer, Members Association and the Club Manager agree that any proceeds resulting from such taking shall be applied, with the prior express written approval of the Program Manager, to the replacement or acquisition of additional similar accommodations or facilities.
- (2) Any replacement of accommodations or facilities due to a taking by eminent domain shall be made upon the same basis as replacements made due to casualty as set forth above.
- d. The Program Manager may, in its sole discretion, delete an existing Member Club or Associated Club pursuant to the specific termination rights contained in the applicable agreement pursuant to which the location became affiliated with the Membership Program. A Member Club or Associated Club will also be automatically deleted from the Membership Program upon the expiration or earlier termination of the term of its fractional ownership plan, if any, and/or other similar plan for shared ownership and/or use of Residences as set forth in the applicable Residence Documents.
- e. During any reconstruction or replacement period, Members may temporarily compete for available accommodations on a greater than one-to-one Member to accommodation ratio. If available, the Members Association and Club Manager shall acquire business interruption insurance for securing replacement accommodations or facilities during any reconstruction, replacement or acquisition period.
- f. The Program Manager may delete an Associated Club from the Membership Program at any time, in its sole discretion in accordance with the terms of the applicable agreement pursuant to which the Associated Club became affiliated with the Membership Program.
- g. In the event that a Member Club or Associated Club is deleted from the Membership Program, all Members who own Residence Interests at the deleted location or Associate Members of a deleted location will also be deleted from the Membership Program and will not be able to make reservations at other Member Clubs or Associated Clubs.
- 7.4 While the Program Manager does not currently intend to substitute new locations for existing Member Clubs, the Program Manager reserves the right to exercise substitution rights, from time to time, in accordance with applicable law.

7.5 The Developer, Members Association and Club Manager understand and acknowledge that the accommodations and facilities of Associated Clubs are voluntarily affiliated with the Membership Program and there is no guarantee that accommodations and facilities at an Associated Club will ever be available for reservation or use by Members.

## VIII. Membership Program Marks and Membership Program Materials

- 8.1. The Program Manager and its affiliates and subsidiaries are the owners of all rights in the Membership Program Marks. Neither the Members Association nor the Members have any license to use or other interest in the Membership Program Marks. The Developer and/or the Club Manager may identify the Club as a Ritz-Carlton Club location and part of the Membership Program until such time as the Program Manager, in its sole discretion, determines otherwise.
  - 8.2 The Developer, Members Association and Club Manager acknowledge that:
- a. the Program Manager has the right to exclude others from using the Membership Program Marks and Membership Program Materials and any variant or combination of said marks or materials that the Program Manager determines, in its sole discretion, to be confusingly similar to the Membership Program Marks or Membership Program Materials;
- b. the Program Manager has the right to control the use of the Membership Program Marks and Membership Program Materials in connection with the Membership Program; and
- c. all uses of the Membership Program Marks and Membership Program Materials inure exclusively to the benefit of the Program Manager.
- 8.3 The Developer and Club Manager may use the Membership Program Marks and Membership Program Materials only with prior written approval from the Program Manager and in connection with any materials furnished from time to time by the Program Manager and only for the sole purpose of promoting the Membership Program. Said Parties shall comply with all requests of the Program Manager with respect to the appearance and use of the Membership Program Marks and Membership Program Materials. Said Parties agree to promptly submit one copy of all printed material which will use any of the Membership Program Marks or all or a portion of any Membership Program Materials to the Program Manager for inspection and approval in advance of use, which approval may be withheld or conditioned by the Program Manager in its sole and absolute discretion.
- 8.4 In the event Program Manager, in its sole discretion, provides written notice to the Developer and/or the Club Manager that it shall no longer be permitted to use Membership Program Marks, each Party notified shall immediately take steps to cease all use of the marks(s) identified in Program Manager's notice and shall:
- (a) immediately remove from the Club and any off-site locations all signs containing the Membership Program Marks;

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- (b) immediately destroy all stationery, descriptive literature or printed or written matter bearing the Membership Program Marks;
- (c) immediately cease and desist from using the Membership Program Marks (or any variation thereof) orally or in writing;
- (d) take immediate action to effect changes to any and all documents of the Developer and/or the Club Manager that reflect the Membership Program Mark(s) to eliminate the use of such mark(s) as soon as possible, but in any event, elimination must occur within three (3) months after receipt of notice that use of the mark(s) is no longer permitted.

The provisions of this Section 8.4 may be enforced by any remedy at law or equity, including mandatory and/or prohibitory injunctions by the Program Manager against the Members Association, the Members, the Developer and/or Management Company.

## IX. Term, Early Termination and Remedies.

- 9.1 This Agreement shall have a term commencing on the Effective Date and shall continue until the Club Operating Agreement (including renewal terms thereunder) is terminated or unless terminated by a vote of not less than a majority of the votes entitled to be cast by non-Developer Members in the Members Association. Under no circumstances shall the Members Association be authorized to terminate this Agreement without such vote. In addition to any other rights that Program Manager has or may have to terminate this Agreement, Program Manager may terminate this Agreement at the end of then current term of the Club Operating Agreement or any renewal term thereof by giving written notice to the Members Association no later than ninety (90) days prior to the end of any such initial term or subsequent renewal term. Notwithstanding the foregoing, this Agreement may otherwise be terminated as provided for below in this Article IX.
- 9.2 Termination of this Agreement, the result of which is that the Club is no longer affiliated with the Membership Program, can occur as follows:
  - a. This Agreement will automatically terminate upon:
- Developer, Members Association or Club Manager according to law or if any general assignment shall be made of the Developer's, Members Association's or Club Manager's property for the benefit of creditors; provided, however, the Program Manager shall have the right, in its sole discretion, to continue the Agreement as to the Parties that have not been declared bankrupt or insolvent or made the subject of a general assignment for the benefit of creditors or during the pendency of such actions; or
- above. (2) the deletion of the Club in accordance with Article VII
  - b. The Parties may terminate this Agreement:
- (1) by the mutual written agreement of all of the Parties, effective upon the date agreed to by all Parties; or

- (2) in the event of a material breach of any of the terms, conditions, covenants, representations or warranties contained in this Agreement without the breaching Party curing the asserted breach to the reasonable satisfaction of the Party giving such notice within thirty (30) days of the date of written notice to the breaching Party stating the grounds for such termination; or
- (3) in the event the Members Association votes at a meeting to terminate this Agreement and does so in accordance with Section 9.1 of this Agreement, upon ninety (90) days written notice to the Program Manager. Any such meeting of the Members Association shall be considered a special meeting of the Members Association and shall only be held if requested by the Board or the Owners, as provided for in the Bylaws of the Members Association. Any special meeting of the Members Association called to consider a termination of this Agreement pursuant to this Section 9.2(b)(3) may only be held within thirty (30) days of any anniversary date of the Club Operating Agreement at the Member Club.
- c. The Program Manager may terminate or suspend its participation in this Agreement, immediately upon written notice to the Developer, Members Association and Club Manager, in the event that the Program Manager determines, in its sole discretion, that the Developer, Members Association and/or Club Manager have failed to manage, operate and maintain the Club in a manner consistent with the standards of quality and customer service established by the Program Manager from time to time, including, but not limited to, the employment or termination by the Developer and/or Members Association of a management company without the Program Manager's consent, as addressed at Section 4.5 of Article IV hereinabove.
- 9.3 Any Party's exercise of its right to terminate pursuant to this Agreement shall in no way limit or impair its right to seek other legal or equitable remedies in connection with a breach by any other Party.
  - 9.4 Upon termination or of this Agreement, the following events shall occur:
- a. The Developer shall immediately discontinue the offering of Residence Interests with appurtenant memberships in the Membership Program to prospective purchasers at the Club.
- b. The Developer, Members Association and Club Manager shall immediately cease using and thereafter cease using all the Membership Program Marks and any name or mark similar thereto and all Membership Program Materials including, but not limited to, all of the Program Manager's personal and intellectual property utilized in connection with the operation, promotion, identification and management of the Membership Program, except as specifically authorized by this Agreement. No property right in or privilege to use the Membership Program Marks or Membership Program Materials is created by this Agreement that will extend beyond the expiration or termination of this Agreement, except as specifically permitted by this Agreement. Failure to cease using the Membership Program Marks or Membership Program Materials following termination of this Agreement shall entitle the Program Manager to receive liquidated damages from the offending Party in the amount of One Thousand Dollars (\$1,000) per day in addition to any other injunctive or equitable relief available to the Program Manager.

- c. The Program Manager shall honor all reservations and reservation privileges of Members or Associate Members from other Member Clubs or Associated Clubs reserving time at the subject Club that are confirmed or accrued prior to termination or suspension and shall honor all reservations and reservation privileges of Owners at the Club reserving time at other Member Clubs or Associated Clubs that are confirmed or accrued prior to termination of this Agreement. The Developer, Members Association and Club Manager shall honor all reservations and reservation privileges of Members or Associate Members from other Member Clubs or Associated Clubs reserving time at the Club that are confirmed or accrued prior to termination. This requirement shall survive the termination of this Agreement.
- 9.5 In the event that the Developer, Members Association and/or Club Manager fails to perform its duties under this Agreement to the extent that a Member, Associate Member or other authorized person with a confirmed reservation at the Resort is wrongfully denied access to a Residence at the subject Club, then the Developer, Members Association and/or Club Manager shall immediately correct such denial of access at its own expense.
- 9.6 Each Party acknowledges that, unless specifically stated otherwise in this Agreement, damages cannot adequately compensate the other Parties for a breach of any of the provisions of this Agreement, and therefore the Parties agree that each Party shall be entitled to a remedy of specific performance or injunctive relief, as appropriate, in the event of a breach or threatened breach of any such provisions by any other Party, in addition to any other appropriate legal or equitable remedies.
- 9.7 Each Party agrees to indemnify, defend and hold harmless the other Parties from and against any and all claims, demands, obligations, deficiencies, judgments, damages, suits, losses, penalties, expenses, costs (including attorneys' fees at the trial and appellate levels) and liabilities of any kind, type or nature whatsoever directly or indirectly resulting from, arising out of or in connection with this Agreement or the operation of its business as a result of any acts or omissions by it or any of its directors, officers, partners, employees, representatives, agents, brokers, salesmen or associates.

### X. Miscellaneous.

- 10.1 This Agreement shall become effective on either the date of recording of the Declaration of Condominium in the Public Records of Palm Beach County, Florida, or the date upon which the Members Association is eligible to make reservations, which ever is earlier (the "Effective Date"), and shall continue in force and effect until its scheduled termination or until such time as it is otherwise terminated pursuant to the terms hereof.
- 10.2 The Program Manager reserves the right, and the Developer, Members Association and Club Manager acknowledge the Program Manager's right, to assign its rights and duties under this Agreement. No other Party may assign its rights and duties under this Agreement without the prior written consent of the Program Manager, which it may give or withhold in its sole discretion.
- 10.3 Except as may be otherwise provided herein, any notice, demand, request, consent, approval or communication under this Agreement shall be in writing and shall be deemed duly given or made: (a) when deposited, postage prepaid, in the United States mail, certified or registered mail with a return receipt requested, addressed to the Party at the address shown above; (b) when delivered personally to the Party at the address specified above; or (c) when deposited with a nationally recognized overnight courier service, fee prepaid, with receipt of confirmation requested, addressed to the Party as specified above. A Party may designate a different address for receiving notices hereunder by giving notice thereof to the other Parties pursuant to this Section 10.3.
- 10.4 The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement. All references in this Agreement to particular recitals, articles, sections and subsections are references to recitals, articles, sections and subsections of this Agreement.
- 10.5 In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of any Party to insist on strict compliance with the provisions of this Agreement shall not constitute waiver of that Party's right to demand later compliance with the same or other provisions of this Agreement.
- 10.6 This Agreement constitutes the entire understanding and agreement among the Parties concerning the subject matter of this Agreement. All understandings between the Parties are merged into this Agreement, and there are no representations, warranties, covenants, obligations, understandings or agreements, oral or otherwise, in relation thereto between the Parties other than those incorporated herein.
- 10.7 This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Florida without regard to its conflict of law provisions. In the event any such suit or legal action is commenced by either Party, the other Parties hereby agree, consent and submit to the personal jurisdiction of the Circuit Court of the Ninth Judicial Circuit of Florida in and for Orange County, Florida, with respect to such suit or legal action, and each Party also hereby consents and submits to and agrees that venue in any such suit or legal action is proper in said court and county, and each Party hereby waives any and all

personal rights under applicable law or in equity to object to the jurisdiction and venue in said court and county. Such jurisdiction and venue shall be exclusive of any other jurisdiction and venue.

10.8 In the event any Party initiates action to enforce its rights hereunder, the prevailing Party shall recover from the non-prevailing Party its reasonable expenses, court costs and reasonable attorneys' fees, whether suit be brought or not. As used herein, expenses, court costs and attorneys' fees include expenses, court costs and attorneys' fees incurred in any appellate proceeding. All such expenses shall bear interest at the highest rate allowable under the laws of the State of Florida from the date the prevailing Party pays such expenses until the date the non-prevailing Party repays such expenses. Expenses incurred in enforcing this Section 10.8 shall be covered by this provision.

10.9 This Agreement and all of its provisions shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. In no event shall the terms and conditions of this Agreement be deemed in any way to inure to the benefit of any person or party not expressly made a Party hereto except for successors or permitted assigns to Parties hereto.

10.10 THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE UNDER ANY APPLICABLE LAW TO A TRIAL BY JURY WITH RESPECT TO ANY SUIT OR LEGAL ACTION WHICH MAY BE COMMENCED BY OR AGAINST THE OTHER CONCERNING THE INTERPRETATION, CONSTRUCTION, VALIDITY, ENFORCEMENT OR PERFORMANCE OF THIS AGREEMENT OR ANY OTHER AGREEMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT.

10.11 NEITHER this Agreement nor any of its provisions can be changed, waived, discharged, terminated or otherwise altered, except by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge, termination or alteration is sought

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

**WITNESSES** 

PROGRAM MANAGER:

The Ritz-Carlton Travel Company, L.L.C a Delaware limited liability company

By: The Ritz-Carlton Development Company, Inc., Sole Member /

By: Fobluf H.
Print Name: Robert A. Philli

As its: Vice President

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WIII4E22E2	DEVELOPER
De 22.	RBF, LLC
Print Name: MENNA ROSE(100EZ	By: Ritz-Carlton Development Company, Inc., Member
Print Name: MARCIN LAVIS	By: Lobert A. Phillips
/	As its: Vice President
WITNESSES	
	MEMBERS ASSOCIATION:
	Eagle Tree Condominium Association, Inc.
Print Name: School Carlowelle  Print Name: Brubanc Caechocle	By:

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WITNESSES

CLUB MANAGER:

The Ritz-Carlton Club Management Company, L.L.C., a Delaware limited liability company

By: The Ritz-Carlton Club Development Company, Inc., Sole Member

Print Name: Joseph F. Sc

As its: Vice President

Print Name: Aces DT

Print Name:

# EXHIBIT A

# Membership Program Marks



BOOK 78 PAGE 0215 Dorothy 4. Wilken, Clerk

#### **EXHIBIT "G"**

(Please refer to Exhibit "E" Reservation Procedures for The Ritz-Carlton Club, Jupiter Calendar)



I hereby certify that the foregoing is a true copy
of the record in my office this day, Aug 18, 2014.
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida
BY ________ Deputy Clerk