

Eagle Tree Condominium Association, Inc.
Board of Directors Meeting
September 9, 2003

A regular meeting of the Board of Directors of the Eagle Tree Condominium Association, Inc., was held on September 9, 2003. Scott Schreiber, President, requested Sandy Leandro to act as Chairperson for the meeting. Sandy Leandro called the meeting to order at 10:02 a.m.

Members of the Board present were: Scott Schreiber, President (via conference call); Gregg Forrester, Vice President; Sandy Leandro, Secretary; Jerry Haberman, Treasurer; and David Short, Director.

Representatives of The Ritz-Carlton Club and Marriott Vacation Club International present were: Steven Schaefer, General Manager; Sally Radovich, Director of Finance; Andrew Rogers, Director of Golf; Cathy Jones, Association Governance Manager; and Vicki Friedman, Executive Assistant, acting as recording secretary.

ESTABLISHMENT OF QUORUM

Sandy Leandro reported that quorum was met.

PROOF OF NOTICE

Sandy Leandro stated that notice of the Board of Directors Meeting was mailed to all Owners of record on August 26, 2003. An affidavit of mailing was filed with the Association on that same day.

APPROVAL OF AGENDA

Gregg Forrester made a motion to approve the Agenda. The motion was seconded and carried unanimously.

APPROVAL OF MINUTES

As all business of the Association was conducted via Unanimous Written Consent in lieu of meetings, there are no previous minutes to approve.

FINANCIAL DISCUSSION

Approval Of 2004 Budget

Sally Radovich presented the 2004 Budget to the Board of Directors for review.

Gregg Forrester made a motion to approve the 2004 Eagle Tree Condominium Association's Budget of \$2,837,888 which includes the developers guarantee of \$1,528,090 and \$273,724 in reserves resulting in the 2-bedroom being approved at \$12,814.29 per Club Home Interest and the 4-bedroom being approved at \$14,162.07 per Club Home Interest. The motion was seconded and carried unanimously.

Jerry Haberman made a motion to approve the 2004 Membership Program Dues of \$31,408 with a cost to members being \$151 per Club Home Interest. The motion was seconded and carried unanimously.

SALES UPDATE

David Short provided a brief sales update.

CLUB OPERATIONS REPORT

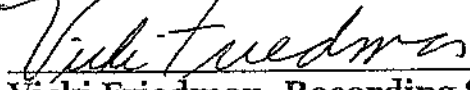
Andrew Rogers presented a brief Operations Report.

NEW BUSINESS

Dates for the 2004 Board and Annual Meetings will be determined in the Spring of 2004.

Jerry Haberman made a motion to adjourn the meeting. The motion was seconded and carried unanimously. Meeting was adjourned at 10:07 a.m.

Submitted:

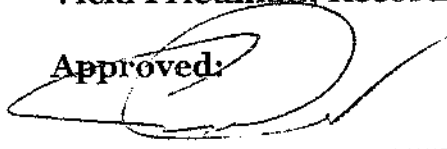


Vicki Friedman, Recording Secretary

10/29/04

Date

Approved:



Scott Schreiber, President

10/29/04

Date

Eagle Tree Condominium Association, Inc.

2004 Approved Operating Budget

Phases 1, 2 and 3 (26 Units)

For the Period Beginning January 3, 2004 and Ending December 31, 2004

	Annual Total 26 Units	Per Club Home Interest Average	Per Club Home Interest 2 Bedroom	Per Club Home Interest 4 Bedroom
Expenses:				
<u>Utilities:</u>				
Natural Gas	\$ 21,840	\$ 105.00	\$ 98.62	\$ 108.99
Electricity	86,499	415.85	390.58	431.66
Water & Sewer	22,387	107.63	101.09	111.72
Cable T.V.	12,167	58.50	54.94	60.72
<u>Operations:</u>				
Administration	152,899	735.09	690.40	763.02
Human Resources	87,018	418.35	392.82	434.25
HR Employee Dining/Drivers	52,777	253.74	238.31	263.38
Accounting	151,934	730.45	685.05	758.20
Front Desk	408,327	1,953.11	1,843.77	2,037.70
Valet/Bellman	78,582	377.80	354.83	392.15
Activities	27,040	130.00	122.10	134.94
Housekeeping	753,493	3,622.56	3,402.34	3,760.20
Laundry	171,357	823.83	773.75	855.13
Loss Prevention	226,222	1,087.61	1,021.49	1,128.93
Engineering	217,448	1,045.42	981.87	1,085.14
Pool Maintenance	18,199	87.50	82.18	90.82
Landscaping	106,894	513.91	482.67	533.44
<u>Other:</u>				
Refuse	9,358	44.99	42.26	46.70
Vehicle Lease & Expense	69,921	335.15	315.72	348.93
Annual Audit	9,500	45.88	42.90	47.41
Board of Directors	9,999	48.07	45.15	49.90
Credit Card Discount	26,956	129.60	121.72	134.52
Bad Debt Expense	2,689	12.93	12.14	13.42
Postage, Printing & Handling	5,408	26.00	24.42	26.99
Division of Land Sales	2,704	13.00	12.21	13.49
Customer Service/Owner Relations	57,880	278.27	261.35	288.84
Insurance	127,801	614.43	577.07	637.78
Recovery of Start Up Costs	96,859	465.67	437.36	483.36
Spa Access Fee	79,040	380.00	356.90	394.44
Other Expenses	0	0.00	0.00	0.00
Rent for Recreational/Other Commonly Used Facilities	0	0.00	0.00	0.00
Operating Capital	0	0.00	0.00	0.00
Taxes upon Timeshare Property	0	0.00	0.00	0.00
Taxes upon Leased Areas	0	0.00	0.00	0.00
Other Income	(53,359)	(256.53)	(240.94)	(266.28)
Management Fee	182,003	875.01	821.82	908.26
Master Association Assessment	870,412	4,184.67	3,930.29	4,343.66
Reserve for Replacement:				
Roof	5,635	27.09	25.44	28.12
Furniture & Fixtures	212,053	1,019.49	957.51	1,058.22
Painting	24,268	116.68	109.58	121.11
External Bldg. Maintenance	4,008	19.27	18.10	20.00
Common Area Rehabilitation	27,760	133.46	125.35	138.53
Annual Expenses	\$ 4,365,978	\$ 20,990.28	\$ 19,714.26	\$ 21,787.79
Developer Guarantee	\$ (1,528,090)	\$ (7,346.59)	\$ (6,899.97)	\$ (7,625.72)
Net Annual Assessments	\$ 2,837,888	\$ 13,643.70	\$ 12,814.29	\$ 14,162.07
Membership Program Dues	\$ 31,408	\$ 151.00	\$ 151.00	\$ 151.00

1) Pursuant to Chapter 721 and Article 8.7 of the Declaration of Condominium, the Developer guarantees that the annual assessment or the Club Home Interest Common Expenses imposed upon (a) each Owner of a Club Home Interest in a two (2) bedroom Club Home will not exceed \$12,814.29, exclusive of Ad Valorem Taxes and Membership Program Dues, and (b) each Owner of a Club Home Interest in a four (4) bedroom Club Home will not exceed \$14,162.07, exclusive of Ad Valorem Taxes and Membership Program Dues, through December 31, 2004. In consideration of this guarantee, the Developer shall be excused from the payment of its share of such Club Home Interest Common Expenses 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 guarantee or subsequent guarantee period, as permitted by Florida law.

2) In accordance with Section 721.07(5)(u)(7), Florida Statutes, based on the current estimated construction schedule, eight (8) additional Club Homes (144 Club Home Interests) will be added in 2004. The additional Club Home Interests will be billed in accordance with the 2004 budget approved by the Board of Directors of the Association.

3) The Total Annual Expenses are exclusive of property taxes and Membership Program Dues.



THE RITZ-CARLTON® CLUB

EAGLE TREE CONDOMINIUM

RULES AND REGULATIONS

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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.
9. 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 NO GLASS, GLASS BOTTLES or other GLASS CONTAINERS 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.

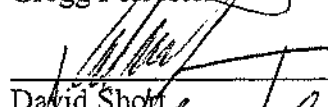
25. Smoking is prohibited everywhere on the Condominium, including within the Units.

26. Members and guests are not permitted on the roof of the buildings for any purpose, without the prior written approval of the Association.

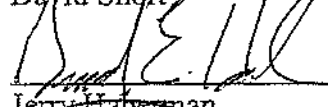
THE ABOVE RULES AND REGULATIONS have been UNANIMOUSLY APPROVED by the Board of Directors this 4 day of August, 2003.



Gregg Forrester



David Short



Jerry Haberman



Scott Schreiber



Sandy Leandro