

**FIRST AMENDMENT TO
SECOND AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
ROLLING RIDGE RV RESORT, A CONDOMINIUM**

This amendment is a substantial rewording of the Amended and Restated Declaration of Condominium of Rolling Ridge RV Resort, a Condominium. Please see the previous Declarations recorded at Official Records Book 3434, Page 537 and at Official Records Book 4093, Page 2211 both of the Public Records of Lake County, Florida for present text.

WHEREAS, the original Declaration of Condominium of Rolling Ridge RV Resort, a Condominium was originally recorded at Official Records Book 3434, Page 537 (“Original Declaration”) and was completely amended and restated by the Amended and Restated Declaration of Condominium of Rolling Ridge RV Resort, a Condominium recorded at Official Records Book 4093, Page 211 both of the Public Records of Lake County, Florida (hereinafter “Amended Declaration”); and

WHEREAS, the Members have determined that it is in the best interest of the Members and the Association to restate and amend the Amended Declaration for the purpose of eliminating possible ambiguity in the terms of the Amended Declaration, to clarify and amend the use restrictions and certain other provisions of the Amended Declaration, and to assure enforcement; and

NOW THEREFORE, pursuant to the authority in Article 16.1 of the Amended Declaration, the Board of Directors, by not less than 2/3 votes of all Directors, and the Members, by not less than a majority vote of the Members, hereby restate and amend in its entirety the Amended Declaration.

This Second Amended and Restated Declaration of Condominium of Rolling Ridge RV Resort, a Condominium, specifically and completely supersedes and replaces the Amended Declaration.

**ARTICLE I
NAME AND LEGAL DESCRIPTION**

1.1 Name. The name by which this condominium is to be identified is ROLLING RIDGE RV RESORT, A CONDOMINIUM (the "Condominium").

1.2 Legal Description. The property that was hereby submitted to the condominium form of ownership by Odyssey Residential (Royal) II, LLC., (the “Developer”) under the Original Declaration and as amended in the Amended Declaration consists of that certain real property situated in Lake County, Florida, that is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, together with those easements more specifically described in Article 4 herein which benefit such property

ARTICLE 2
DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws, all as amended from time to time, shall be defined in accordance with the provisions of Chapter 718, Florida Statutes and as follows unless the context otherwise requires:

2.1 Ad Valorem Real Estate Taxes shall mean those real property taxes imposed by Lake County, Florida or other jurisdictions, including without limitation, non-ad valorem real property taxes.

2.2 Articles of Incorporation shall mean the Articles of Incorporation of Rolling Ridge RV Resort Condominium Association, Inc., recorded as Exhibit “B” to the original Declaration of Condominium of Rolling Ridge RV Resort, a Condominium at Official Records Book 3434, Page 592 and as Exhibit “B” to the Amended and Restated Declaration of Condominium of Rolling Ridge RV Resort, a Condominium at Official Records Book 4093, Page 2259 both of the Public Records of Lake County, Florida, and may be further amended from time to time.

2.3 Assessments shall mean the assessments for which all Owners (hereinafter defined) are obligated to the Association pursuant to Chapter 718, Florida Statutes, as well as assessments created by this Declaration. Assessments include:

- a. Annual Assessments, which include, but are not limited to, each Owner's share of the funds required for the payment of Common Expenses, and
- b. Special Assessments.

2.4 Association shall mean Rolling Ridge RV Condominium Association, Inc., a not-for-profit Florida corporation, and its successors, which is responsible for the operation of the Condominium.

2.5 Board shall mean the Board of Directors of the Association.

2.6 Buildings shall mean any structure, other than any structure within the Lots (hereinafter defined), within the Condominium Property (hereinafter defined).

2.7 Bylaws shall mean the Bylaws of Rolling Ridge RV Resort Condominium Association, Inc., recorded as Exhibit “C” to the original Declaration of Condominium of Rolling Ridge RV Resort, a Condominium at Official Records Book 3434, Page 604, and recorded again, along with the First Amendment to the Bylaws, as Exhibit “C” to the Amended and Restated Declaration of Condominium of Rolling Ridge RV Resort, a Condominium at Official Records Book 4093, Page 2269 all of the Public Records of Lake County, Florida and may be further amended from time to time, as they may be amended from time to time.

2.8 Chapter 718 shall mean the provisions of Chapter 718, Florida Statutes, as the same are amended from time to time.

2.9 Common Elements shall include:

- a. The Condominium Property, other than the Lots 1 - 21 and Lots 23 - 155;
- b. Easements through the Lots for conduit ducts, plumbing, wiring and other facilities for furnishing of utility services to Lots and the Common Elements and other portions of the Buildings;
- c. Property and installations required for the furnishing of utility services and other services for more than one Lot, the Common Elements, other portions of the Buildings, or a Lot other than the Lot containing the installation; and
- d. All easements granted in favor of Owners as set forth herein, specifically excluding all easements granted to the Developer, or the Management Company (hereinafter defined).

2.10 Common Expenses shall 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 managers, management companies, accountants, attorneys, or other agents, employees, professionals or independent contractors.
- b. Expenses of maintenance, operation, repair and replacement of the Common Elements, and the Lots to the extent provided in this Declaration and by Florida law. Also, all other costs and expenses properly incurred by the Association.
- c. Expenses declared Common Expenses by the provisions of the Condominium Documents, Chapter 718.
- d. Any valid charge against the Common Elements of the Condominium Property as a whole.
- e. All reserves for replacement and maintenance of the Common Elements of the Condominium Property as required by Chapter 718.
- f. Labor, materials and supplies used in conjunction with the Common Elements. Cost to repair damages to the Common Elements of the Condominium Property in excess of insurance coverage and the Lot as required in this Declaration or by Florida law.
- g. Taxes assessed against Owner's Lots (hereinafter defined) shall not be included as a Common Expense and shall be the responsibility of each Owner.
- h. The cost of any satellite television, if ever provided, to the Condominium Property pursuant to an agreement between the Association and any satellite service providers.

2.11 Common Surplus shall mean any excess of all receipts of the Association over the amount of Common Expenses.

2.12 Condominium shall mean and refer to Rolling Ridge RV Resort, a condominium.

2.13 Condominium Documents shall mean this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations (all as defined herein), as the same may be amended from time to time.

2.14 Condominium Parcel shall mean a Lot together with the fractional share in the Common Elements and Common Surplus which are appurtenant to the Lot.

2.15 Condominium Property shall mean the property submitted to condominium ownership as part of this Condominium and all improvements thereon, including, but not limited to, the Lots, the Common Elements and a perpetual non-exclusive easement, to, over and across the Common Elements to public ways. The easements described and set forth in this paragraph are intended to comply with Section 718.104(4)(m) Florida Statutes. Notwithstanding anything contained herein to the contrary, however, the term "Condominium Property" shall not include any telecommunications lines and equipment owned by a utility and/or telecommunication firm(s) and/or other legal entity(ies) which have contracted with or have imposed other legal requirements upon the Association to provide a utility or communications service and/or equipment.

2.16 Declaration shall mean this Second Amended and Restated Declaration of Condominium of Rolling Ridge RV Resort, a Condominium, as it may lawfully be amended from time to time, pursuant to the provisions hereof. Unless explicitly provided for otherwise in the originally recorded Declaration, no amendment may change the configuration or size of any Lot in any material way, nor may it materially change the appurtenances to the Lot or the fraction of each Lot's share of the Common Expenses and Common Surplus.

2.17 Guest is defined as a person or persons, welcomed by a Resident for the purpose of visiting the Resident. A second live-in Resident shall not be considered a Guest.

2.18 Developer shall mean Odyssey Residential (Royal) II, LLC, a Florida limited liability company, its successors and/or assigns.

2.19 Institutional Mortgagee means any lending institution having a mortgage lien upon a Lot, including, but not limited to, any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in the State of Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida, or a national banking association chartered under the laws of the United States of America; or (ii) any and all investing or lending institutions (provisions (i) and (ii) shall be individually and collectively referred to as "Lender" or "Lenders") which have loaned money to the Developer and/or the Association in order to enable Developer and/or the Association to acquire, or construct improvements upon any portion of the Condominium and which hold a first mortgage upon such

portion of the Condominium as security for such loan; or (iii) any pension or profit sharing funds qualified under the Internal Revenue Code; or (iv) the Veterans Administration or the Federal Housing Administration or the Department of Urban Development or other lenders generally recognized in the community as institutional lenders; or (v) such other Lenders as the Association shall hereafter designate as such in writing which have acquired a mortgage upon a Lot; or (vi) any Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation ("Secondary Mortgage Market Institutions"), and any such other Secondary Mortgage Market Institution as the Association shall hereafter designate as such in writing which has acquired a mortgage upon a Lot.

2.20 Lot shall mean a specific condominium Lot as that term is defined in Article 5 of this Declaration and as the term "unit" is defined in Chapter 718. The term "Lot" refers to that part of the Condominium Property which is subject to exclusive ownership by one or more persons. The use of the term "Lot" in this Declaration shall mean a Lot in the Condominium that is conveyed in its entirety to a purchaser. At the time of the filing of this Declaration, there are one hundred fifty-four (154) Lots in the Condominium.

2.21 Management Agreement shall mean the agreement between the Association and any Management Company which provides for the ongoing management of the Condominium.

2.22 Management Company shall mean that certain entity engaged to manage the Condominium.

2.23 Owner or Owners shall refer to Owners of recorded legal title to a condominium parcel or Lot, as the term Lot is defined herein.

2.24 Park Model shall mean a 'park trailer,' as defined in Section 320.01(1)(b)(7), Florida Statutes, which does not exceed 400 square feet when constructed to ANSI A-119.5 standards, and 500 square feet when constructed to United States Department of Housing and Urban Development Standards. This size does not include a Florida Room/Sun Room/Enclosed Porch. See Rules & Regulations, Lot Modifications and Outdoor Structures & Features.

2.25 Resident shall refer to Owners, Tenants or other persons who reside on the Lot. No more than two Residents may reside on the Lot without prior Board approval. Further, the term "Occupant" shall be synonymous with the term Resident.

2.26 Rolling Ridge RV Resort shall mean the name given to the Condominium located at 20285 U.S. Highway 27, Clermont, Florida 34715.

2.27 Rules and Regulations 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 by the Association, through its Board.

2.28 RV shall mean a recreational vehicle such as a 5th wheel, Class A or Class C motor home, destination trailer, park model, and travel trailer (must be 21 feet or longer).

2.29 Special Assessments shall mean any Assessment levied against Owners other than the Assessment required by a budget adopted annually.

2.30 Tenant shall mean an occupant of an RV or Park Model in the Condominium who is not an Owner, but who occupies a Lot owned by an Owner.

2.31 Utility Services shall include, but not be limited to, electric power, propane, water, garbage and sewage disposal, drainage and all other public service and convenience facilities.

2.32 Voting Interest means the voting rights distributed to the Owners pursuant to and in proportion with their ownership interest in the Lots. No Tenant shall have voting rights.

ARTICLE 3 **EXHIBITS**

All Owners shall take title subject to all of the Exhibits referred to in this Declaration, which shall include the following:

Exhibit "A" A legal description and survey of the land committed to the condominium form of ownership pursuant to the recording of the Original Declaration and the Amended and Restated Declaration, together with a graphic description of the Lots located therein in a plot plan and which are of sufficient detail to identify the Common Elements and each Lot and their relative locations and approximate dimensions. As set forth in Exhibit "A", each Lot is identified by a number so that no Lot bears the same designation as any other Lot.

Exhibit "B" Additional Easements

ARTICLE 4 **EASEMENTS**

4.1 Perpetual Non-exclusive Easement to Public Ways. There shall be a perpetual non-exclusive easement for ingress and egress across all streets, walks, and other rights-of-ways on the Condominium Property. The easement is hereby created in favor of all the Owners in the Condominium now or hereafter existing for their use and for the use of their family members, guests, lessees or invitees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, including ingress and egress for the furnishing of services by fire protection agencies, police and other authorities of the law, United States mail carriers, representatives of public utilities, including, but not limited to, telephone and electricity and other utilities or services authorized by Developer and/or Association, its successors or assigns, to service Condominium Property; and such other persons as Developer and/or Association from time to time may designate for performing their authorized services. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Elements and all easements over and upon same.

4.2 Easements and Cross-Easements on Common Elements. The Common Elements of the Condominium shall be and the same are hereby duly declared to be subject to perpetual non-exclusive easements in favor of the Association, Developer and such appropriate utility, telecommunication and other service companies or the providers of the services hereinafter set forth as has been or may be from time to time designated by the Developer and/or

the Association to and from all portions of the Condominium Property for ingress and egress, and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, propane services, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception, and garbage and waste removal and the like and for all purposes incidental thereto. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium. Developer hereby reserves a blanket easement over, under, upon and through the Condominium Property for any purpose whatsoever.

4.3 Easement for Encroachments.

4.3.1 Settlement or Movement of Improvements. All the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon such areas or improvements contiguous thereto or caused by minor inaccuracies in the buildings or rebuilding of such improvements.

4.3.2 Air Space. All the Condominium Property and improvements thereon, shall be subject to perpetual easements for encroachments, for so long as such encroachment exists in favor of the Owners, Developer, Association, their family members, guests, invitees, and lessees for air space of any Lot, if any, and the reasonable use, maintenance and repair of same, which extends under, over or through any of the Condominium Property and improvements thereon, including, but not limited to, Common Elements. Such easements shall be appurtenances to and a covenant running with the respective Lot in whose favor such easements exist.

4.3.3 Term of Encroachment Easements. The above easements for encroachments shall continue until such encroachments no longer exist.

4.4 Association Easements. Except as limited by Section 718.111(10), Florida Statutes, as constituted on the date of the recording of this Declaration, the Association may grant easements from time to time over the Common Elements.

4.5 Easements. In addition to the easements in this Declaration, a description of the location and effect of all existing and intended easements located or to be located on the Condominium Property are set forth in Exhibit "B" to this Declaration.

ARTICLE 5 **LOTS**

5.1 The Lot. Each Lot shall be of the approximate size and location as designated on the plot plan included in Exhibit "A." No amendment shall change the configuration or size of any Lot in any material fashion, materially alter or modify the appurtenance to any Lot, or change the fraction share by which the Owner of a Lot shares the Common Expenses and owns the Common Elements and Common Surplus unless the record Owner thereof, and all record

owners of mortgages or other liens thereon, shall join in the execution of the amendment, and such amendment is consented to by the Association.

ARTICLE 6 **APPURTENANCES**

6.1 Appurtenant Interests. Each Lot in the Condominium has appurtenant to it a share of the Common Expenses and Common Surplus and an interest in the Common Elements of the Condominium on a fractional basis. Such fractional basis is based upon the total number of Lots in the Condominium. An Owner of one Lot shall have a fractional interest, the numerator of which is one (1) and the denominator of which is one hundred fifty-four (154), so that each Owner shall have a fractional share of (1/154) in the Common Expenses and Common Surplus and a (1/154) fractional interest in the Common Elements. Each Lot is responsible for its fractional share of the Common Expenses attributable to the Lot and owns an equal fractional interest in the Common Surplus and the Common Elements attributable to the Lot.

6.2 Partition of Common Elements. The fractional share in the Common Elements appurtenant to each Lot shall remain fractional, and no Owner shall bring, or have any right to bring, any action for partition or division of same.

6.3 Partition of Lots. No action for partition of any Lot or any appurtenance to a Lot shall lie.

ARTICLE 7 **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 By Owners.

a. Alterations. No Owner shall make any alterations to the Common Elements including but not limited to removing any portion thereof or making any additions thereto or doing anything which would or might jeopardize or impair the safety or soundness of the Common Elements, including but not limited to the Buildings without the prior written approval of the Board.

b. Painting. No Owner shall paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of the Buildings.

c. Lot. Each Owner and/or Resident shall be responsible for the maintenance and upkeep of the Lot, including, but not limited to the RV, any shed and outdoor structure. Further, each Owner and/or Resident shall be responsible for the repair and maintenance to Lot utility lines within the Lot boundaries. The Owner shall be responsible for Lot maintenance as designated in the Rules and Regulations. See also Section 12.8 herein.

(i) Further, the repair and maintenance of Lot utilities service lines located within the boundaries of the Lot up to the main line, as provided on the Plot Plan,

including, without limitation, water, sewer, and electric shall be the responsibility of the Owner. The Association shall not be responsible for any such maintenance or upkeep on the Lots. The Association will notify the Owner and/or Resident of his or her failure to comply with this provision by following the Procedures for Rules Violations as stated in the Lot Rules and Regulations for Residents.

(ii) Any clogging of the sewer line from the RV to the main line is the responsibility of the Owner. If the Association is called upon to make any repairs or maintenance or to correct any clogging of the sewer line, the maintenance and repair charges will be assessed to the Owner if the repairs and maintenance are required within the boundaries of the Lot or if the clogging is between the RV and the main line.

(iii) The Association will notify Owner and/or Resident of his or her failure to comply with this provision. Upon failure of Owner and/or Resident to take appropriate corrective action as outlined in the Procedure for Rule Violations in Lot Rules and Regulations, the Association may, but is not required to, have the necessary work performed and to charge a reasonable fee. This amount shall be collectible in the same manner as an Assessment.

d. Duty to Report. Each Owner shall promptly report to the Association or its agents any defect or need for repairs on the Condominium Property or other portions of the Common Elements, the responsibility for the remedying of which is that of the Association. Each Owner shall also promptly report to the Association any defect or need for repairs to the Buildings.

e. Access by Board. Each Owner shall permit any officer of the Association or any agent of the Board to have access to his/her Lot from time to time during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or the Buildings or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Lot.

f. Liability for Actions. An Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his/her act, negligence or carelessness, or by that of his/her Tenant or any member of their families, or their Guests, employees or agents (normal wear and tear excepted) but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An Owner shall also be liable for any personal injuries caused by his/her negligent acts or those of his/her Tenant or any member of their families, or their Guests, employees or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. Owner shall indemnify and hold Association and Management harmless from any loss, cost, damage, or expense arising out of any claim asserted by a person because of any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any occupant of the Lot, or of any Tenant, Guest or invitee of any occupant of the Lot.

7.2 By the Association.

a. Improvements. The Association shall maintain, repair and replace as necessary all of the Common Elements.

b. Compliance With Regulations of Public Bodies. The Association shall perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire hazard requirements, and other similar requirements designed to protect the public. The cost of the foregoing shall be a Common Expense.

c. Mandatory Repair and Restoration of Damage Affecting the Common Elements. If any portions of the Buildings are damaged, then the repair and restoration of such damage shall be performed by the Association.

7.3 Association's Warranties. Notwithstanding anything contained in this Article 7 to the contrary, each Owner acknowledges and agrees that Association shall be irreparably harmed if an Owner undertakes the repair or replacement of any defective portion of the Common Elements or any other real or personal property constituting the Condominium Property, except for the repair or replacement as provided in Section 7.1c above. Accordingly, each Owner hereby agrees to promptly, upon such Owner's knowledge of the existence of any such defective portion, provide written notice to the Association specifying each such defective portion. If any Owner fails to comply with the provisions of this Paragraph 7.3, such Owner will be deemed to have breached his/her obligation to mitigate damages and such Owner's conduct shall constitute an aggravation of damages.

7.4 Alterations and Improvements. The Association shall have the right to make or cause to be made changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the rights of any Owner or any Institutional Mortgagee. In the event such changes or improvements prejudice the rights of an Owner or Institutional Mortgagee, the consent of such Owner or Institutional Mortgagee so prejudiced shall be required before such changes or improvements may be made or caused.

ARTICLE 8

ASSESSMENTS AND COMMON EXPENSES

8.1. Affirmative Covenant to Pay Common Expenses and Assessments. In order to: (i) fulfill the covenants contained in this Declaration; (ii) provide for maintenance and preservation of the Common Elements for the safety, welfare, benefit, and recreation of Owners, their invitees, Guests, family members and Tenants subject to the terms of this Declaration; (iii) provide for maintenance and preservation of the services and amenities provided for herein; and (iv) any other thing necessary or desirable in the judgment of the Board of Directors which may be of benefit to the Owners. There is hereby imposed upon the Lots and the Owners thereof the affirmative covenant and obligation to pay the Common Expenses and other Assessments including, but not limited to, the Annual Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance for a Lot, whether or not it shall be so expressed in any such deed or instrument, shall be so obligated and agrees to pay to the Association all Assessments determined in accordance with the provisions of this Declaration and all of the covenants set forth herein shall run with the Condominium Property and each Lot therein.

8.2. Lien. The Annual Assessment and Special Assessments, together with interest thereon, at the highest rate permitted by law, and costs of collection thereof, including Legal

Fees as hereinafter defined, are, subject to a lien right on behalf of the Association to secure payment thereof and such Assessments are hereby declared to be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. Each Assessment against a Lot together with interest thereon, late fees and costs of collection thereof, including attorneys and paralegal fees and costs, whether on appeal, in bankruptcy, or otherwise ("Legal Fees"), shall also be the personal obligation of the person, persons, entity and/or entities owning the Lot so assessed. The Association's lien for Assessments is effective from and shall relate back to the recording of the Original Declaration. To be a valid claim of lien, the lien must comply with Section 718.116(5)(b), Florida Statutes, as amended from time to time. Upon full payment of all sums secured by such lien or liens, the party making payment shall be entitled to a recordable satisfaction of the statement of lien.

a. Personal Obligation. Each Assessment against a Lot, together with interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Lot so assessed.

b. Institutional Mortgagees. An Institutional Mortgagee or other person who obtains title to a Lot by foreclosure of a first mortgage, or Institutional Mortgagee who obtains title to a Lot by deed in lieu of foreclosure of a first mortgage, shall be exempt from the unpaid Assessments that became due prior to such acquisition of title as provided in Section 718.116(1)(b), Florida Statutes as it exists at the time of recording this Declaration in the Public Records of Lake County, Florida. Assessments which are not due from such Institutional Mortgagee or other person shall become a Common Expense collectible from all Owners.

8.3. Enforcement of Assessments. In the event that any Owner shall fail to pay any Annual Assessment, or installment thereof, or any Special Assessment, or installment thereof, charged to his/her Lot within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have the following remedies:

a. To charge an administrative late fee of up to the greater of \$25 or 5 percent of each delinquent installment for which the payment is late for Annual Assessments if the payment is received any time after the 15th of any month that the Assessment is due. The Association shall also have the right to charge an administrative late fee of up to the greater of \$25 or 5 percent of each delinquent installment for which the payment is late for any Special Assessment that is not paid when due.

b. To advance, on behalf of the Owner in default, funds to accomplish the needs of the Association; provided that: (a) the amount or amounts of monies so advanced, including Legal Fees and expenses which have been reasonably incurred because of or in connection with such payments, together with Interest thereon, may thereupon be collected by the Association; and (b) such advance by the Association shall not waive the default of the Owner in failing to make his/her payments;

c. To accelerate the entire amount of any Assessments for the remainder of the calendar year in accordance with the provisions of the Florida Statutes and rules set forth in the Florida Administrative Code promulgated by the Division of Florida Condominiums, Timeshares, and Mobile Homes;

d. To file an action to foreclose its lien in the name of the Association in like manner as a foreclosure of a mortgage on real property; and

e. To file an action at law to collect the amount owing plus Interest, late fees, and Legal Fees without waiving its lien rights and its right of foreclosure.

8.4. Determining Annual Assessment

a. Expenses. The total anticipated Common Expenses for each calendar year shall be set forth in a schedule to the Budget of the Association which shall be prepared by the Board as described in the Articles of Incorporation and Bylaws, as amended. The total anticipated Common Expenses shall be that sum necessary for the maintenance and operation of the Condominium Property and such expenses shall be allocated to the Lots based upon each Lot's share of the Common Expenses, and it shall be assessed as part of the "Annual Assessment." The Annual Assessment may be adjusted in the instance where the Board determines that the estimated Common Expenses are insufficient to meet the actual Common Expenses being incurred, in which event the anticipated Common Expenses may be increased accordingly in calculating the Annual Assessment.

b. Assessment Payment. The Annual Assessment shall be payable in equal monthly or quarterly increments on the date set by the Association. The Annual Assessments shall be applied as set forth in Section 718.116(3), Florida Statutes, as amended from time to time.

8.5 Special Assessments. In addition to the Annual Assessment, Owners shall be obligated to pay such Special Assessments as shall be levied by the Board against their Lots in accordance with the Bylaws, as amended, either as a result of: (i) extraordinary items of expense; (ii) the failure or refusal of other Owners to pay their Annual Assessment; or (iii) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Florida Statutes.

8.6 Common Expenses. The following expenses are declared to be Common Expenses of the Condominium which each Owner is obligated to pay to the Association as provided in this Declaration and the Condominium Documents.

a. Taxes. Any and all taxes levied or assessed at any and all times by any and all taxing authorities, including charges, assessments and impositions and liens for public improvements, special charges and assessments and water drainage districts, and in general all taxes and tax liens which may be assessed against the Common Elements, which are now or which hereafter may be a portion thereof to be placed thereon, including any interest, penalties and other charges which may accrue thereon shall as appropriate be considered Common Expenses.

b. Utility Charges. All charges levied for utilities providing services for the Common Elements and Lots, whether they are supplied by a private or public firm shall, as appropriate, be considered Common Expenses. It is contemplated that this obligation will include charges for water, gas, sewer and any other type of utility or any other type of service charge incurred in connection with the Common Elements or which are billed to the Association for

services to all Lots. Charges for electricity provided to Lots shall not be included in such Lots' Common Expenses but shall be separately monitored and levied upon Owners individually and separately from any Common Expenses.

c. Insurance. The premiums on any policy or policies of insurance required to be maintained under this Declaration, under Florida law or by the Board of Directors, and the premiums on any policy or policies the Association determines to maintain on the Common Elements or specifically related to the Common Elements, even if not required to be maintained by the specific terms of this Declaration, shall be Common Expenses. Each Owner, at the Owner's expense, shall be responsible for obtaining any and all liability insurance on his/her Lot.

d. Destruction of Improvements. Any sums necessary to repair or replace, construct or reconstruct damages caused by the destruction of any improvement upon the Common Elements by fire, windstorm, flood or other casualty regardless of whether or not the same is covered in whole or in part by insurance, including all amounts required to be deducted from any proceeds received by the Association from an insurer pursuant to a deductible clause in the applicable insurance agreement, shall be Common Expenses. In the event insurance money shall be payable, such insurance money shall be paid to the Association who shall open an account with a banking institution doing business in Lake County, Florida, for the purpose of providing a fund for the repair and reconstruction of the damage. The Association shall pay into such account, either in addition to the insurance proceeds, or in the event there are no insurance proceeds, such sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage or destruction. The sums necessary to pay for the damage or destruction as herein contemplated shall be considered Common Expenses and may be raised by the Association under the provisions for Special Assessments as provided in this Declaration. If necessary, the Association agrees that it will levy Special Assessments to provide the funds for the cost of reconstruction or construction as soon as is reasonably possible and shall go forward with all deliberate speed so that the construction or reconstruction, repair or replacement, shall be completed, if possible, within nine (9) months from the date of damage.

e. Maintenance, Repair and Replacements. Common Expenses shall include all expenses necessary to keep and maintain, repair and replace any and all improvements, personal property and furniture, fixtures and equipment of the Association upon the Common Elements in a manner consistent with the development of the Condominium and in accordance with the covenants and restrictions contained herein, and with all orders, ordinances, rulings and regulations of any and all federal, state and city governments having jurisdiction there over including the statutes and laws of the State of Florida and the United States. Any expenses for replacements which would not be in the nature of normal repair and maintenance, and for which there is no reserve fund, shall be the subject of a Special Assessment as provided in this Declaration.

f. Administrative and Operational Expenses. The costs of administration of the Association including, but not limited to, any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association as to the Condominium Property shall be deemed to be Common Expenses.

The Association must retain a management company or professional accounting firm to meet the Florida Condominium Statutes 718 requirements for record keeping, annual disclosures,

collecting maintenance fees, issuing delinquency letters, paying all of the association's expenses, properly manage the association's reserves, filing the association's taxes, and other financial obligations required. The Board cannot operate without a management company or professional accounting firm without being approved in advance by 75 percent of the total voting interests of the association. The Association shall also hire a CPA every year to prepare the Association's taxes for the Association to review, sign and send to the IRS. Notwithstanding the foregoing, the Board has the right to terminate the services of a management company or professional accounting firm without the approval of the Members; however, the Association shall not be without a management company or professional accounting firm for more than two (2) months.

In addition, it is contemplated that the Association may retain companies or contractors to assist in the other operations of the Condominium Property and in carrying out the obligations of the Association hereunder. The fees or costs of any management company or companies or contractors so retained shall be deemed to be part of the Common Expenses hereunder as well as fees which may be required to be paid to the Division of Florida Condominiums, Timeshares, and Mobile Homes from time to time.

g. Indemnification. The Association covenants and agrees that it will indemnify and hold harmless the members of the Board from and against any and all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property sustained in or about the Condominium Property or the appurtenances thereto from and against all costs, legal fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein.

h. Compliance with Laws. The Association shall take such action as it determines necessary or appropriate in order for the Common Elements to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be a Common Expense.

i. Failure or Refusal of Owners to Pay Annual Assessments. Funds needed for Common Expenses due to the failure or refusal of Owners to pay their Annual Assessments levied shall, themselves, be deemed to be Common Expenses and properly the subject of an Assessment.

j. Extraordinary Items. Extraordinary items of expense under this Declaration such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment.

k. Costs of Reserves. The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair and replacement of the Common Elements and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be a Common Expense Reserves shall be levied assessed and/or waived in accordance with the Florida Statutes. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on

account of Reserves shall be and shall remain the exclusive property of the Association and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

1. Miscellaneous Expenses. Common Expenses shall include the cost of all items of costs or expense pertaining to or for the benefit of the Association or the Common Elements, or any part therein and any expenses identified in Section 2.10.

8.7 Additional Remedies for Unpaid Assessments. In addition to all remedies provided herein, if an Owner is delinquent in the payment of any Assessments levied by the Board, the Association is authorized to deny use of any recreational facilities on the Common Elements to such delinquent Owner and to any person claiming usage under such delinquent Owner to the extent allowed by and in accordance with applicable law. The Association shall also be authorized to rent the delinquent Owner's Lot and any use rights appurtenant, thereto.

8.8 Payments of Assessments. No Owner may withhold payment of any Assessment 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 Management or among any of them, but rather each Owner shall pay all Assessments when due pending resolution of any dispute.

8.9 Common Surplus. Each Owner shall own a share of the Common Surplus attributable to each Lot owned in accordance with Section 6.1 above.

8.10 Refunds of Common Surplus. In the event that there is a Common Surplus in any fiscal year of the Association, such Common Surplus shall be applied against the following year's Common Expenses, unless the Owners affirmatively vote, pursuant to their Voting Interests, to receive a refund for such amount.

8.11 Certificate. 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 or her Lot. The holder of a mortgage or other lien shall have the same right as to any Lot upon which it has a lien. Any person who relies upon such certificate shall be protected thereby.

ARTICLE 9 **THE ASSOCIATION**

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

9.1 Membership in Association. Membership of each Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws, as amended. Each Owner shall be entitled to one (1) vote for each Lot they own.

9.2 Governance of Associations. All of the affairs and property of the Condominium and of the Association shall be controlled by the officers under the direction and supervision of the Board. Subject to the provisions of this Declaration, as amended, the operation of the Association shall be governed by the Articles of Incorporation and the Bylaws, as amended.

a. The Association, through its Board, shall have all of the rights and powers provided by this Declaration, as amended, the Bylaws, as amended, the Articles of Incorporation, as amended, the corporation statutes, and Chapter 718, Florida Statutes, including, not limited to, the power to acquire and convey title to real and personal property for the use and benefit of the Owners.

b. The Association, through its Board, shall have the power to enforce and shall be obligated to all Assessments, fees and dues.

c. The Association, through its Board, shall also have the power to adopt and amend the Rules and Regulations governing the details of the operation and use of the Condominium Property.

d. The Association shall have the power to purchase Lots in the Condominium and to otherwise acquire and hold, lease, mortgage and convey the same. The decision of the Association to purchase a Lot and to acquire, hold, lease, mortgage and convey the same shall be made by its Board, with a majority approval of its membership.

9.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Common Elements, 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 Common Elements to be maintained and repaired by the Association, or caused by the elements.

- a. Any act, fault, or neglect of any Owner, Resident or occupant of a Lot, or any Guest or invitee of any Resident or occupant of a Lot, or of any trespasser;
- b. Fire, water, steam, rain, hail, wind, flood, sewage odors, electrical current, insects, or any act of God; and/or
- c. Theft or embezzlement, unless any of the foregoing was caused by active or willful misconduct on the part of the Association or Management.

9.4 Restraint upon Assignment of Shares and Assets. Each Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her Lot.

9.5 Transfer of Control of Association. While exercising control and management, the Developer shall observe the format and formalities of the Association's corporate regime and structure, including maintenance of all required minutes, books and records and the provisions of Chapter 718 and any rule promulgated thereunder.

9.6 Membership Agreements. Subsequent to the recording of this Declaration, the Association may acquire or enter into agreements acquiring leaseholds, memberships and other possessory or use interests in land or recreational facilities, whether or not such lands and facilities are contiguous to the lands of the Condominium, so long as they are intended to provide

enjoyment, recreation or other use or benefit to Owners, when a majority of the Board members consent to such agreement and two-thirds (2/3) of the Voting Interests consent to such an agreement. Any rental, membership fees, operations, replacement and other expenses in relation to such agreement shall be deemed Common Expenses.

ARTICLE 10

INSURANCE; DISTRIBUTION OF PROCEEDS

10.1. Hazard Insurance. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage, including Fire and Extended Coverage, all of which insurance shall insure all of the insurable improvements on or within the Common Elements, including personal property owned by the Association, in and for the interest of the Association, all Owners and their mortgagees, as their interests may appear, with a company (or companies) acceptable to the standards set by the Board. Insurance to protect the accommodations and facilities shall be in an amount equal to the replacement value or as otherwise required by Florida law.

10.2 Form of Policy and Insurance Trustee. The Association may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements within the Condominium, except for the Owners' RVs, Park Models, Owners' Lots, and any other personal property of the Owners. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and assessed as part of the Annual Assessment. The company (or companies) with which the Association shall place its insurance coverage as provided in this Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The Association shall have the right to designate a trustee ("Insurance Trustee") and upon the request of the Institutional Mortgagee holding the highest dollar indebtedness encumbering Lots within the Condominium ("Lead Mortgagee") shall designate an Insurance Trustee. Thereafter the Association from time to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee as shall be acceptable to the Board and the Lead Mortgagee. The Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Lots within the Condominium to approve: (i) the form of the insurance policies; (ii) the amounts thereof; (iii) the company or companies which shall be the insurers under such policies; (iv) the insurance agent or agents; and (v) the designation of the Insurance Trustee if it deems the use of an Insurance Trustee other than the Board to be necessary, which approval(s) shall not be unreasonably withheld or delayed; provided, however, for so long as Developer owns any interest in any Lot(s), Developer shall have the right, but not the obligation, to require the Association to designate an Insurance Trustee other than the Board. Notwithstanding anything in this Declaration to the contrary, the Board may act as the Insurance Trustee hereunder unless otherwise required by the Lead Mortgagee or Developer. The Lead Mortgagee shall inform the Association by written notification if it requires the use of an Insurance Trustee other than the Board. If the use of an Insurance Trustee other than the Board is requested in writing, then the Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagees written disapproval is received by the Association within thirty (30) days after notice from the Association of the identity of the proposed Insurance Trustee. If no

Insurance Trustee is required, the Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

10.3. Required Policy Provisions. All such aforesaid policies shall provide that they may not be cancelled without at least ten (10) days' prior written notice to the Association and shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. The Association may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Board.

10.4. Restrictions of Mortgagees. No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Owners and/or their respective mortgagees.

10.5. Distribution of Insurance Proceeds and Losses. The Association or Insurance Trustee, through its Board, shall hold insurance proceeds in trust for the Association, Owners and mortgagees under the following terms:

a. Intentionally Deleted.

b. Loss of Fifty Thousand Dollars (\$50,000) or Less to Common Elements.
In the event that a loss of Fifty Thousand Dollars (\$50,000) or less occurs to improvements within the Common Elements, the Association shall hold in trust the insurance settlement for the necessary repairs to be made to the improvements within the Common Elements and shall cause the repairs to be made. All deficiency between the insurance settlement received and the cost of repair shall be paid by a Special Assessment payable by all Owners.

c. Loss in Excess of Fifty Thousand Dollars (\$50,000) to Common Elements.
In the event the Insurance Trustee receives proceeds in excess of the sum of Fifty Thousand Dollars (\$50,000) as a result of damages to the improvements within the Common Elements then the Insurance Trustee shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

(1) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(2) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds that are described in subparagraph 10.5(c)(3) below, then the damaged improvements shall be

completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute affidavits required by law, by the Association, by any Institutional Mortgagee named on a mortgage endorsement or by the Insurance Trustee, and shall deliver the same to the Insurance Trustee. The Association, through its Board, shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances. The Board shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(3) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements, the Board shall hold a special meeting to determine a Special Assessment against all of the Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the respective Lots setting forth the date or dates of payment of the same, and any and all funds received from the Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 10.5(c)(2) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged property and the insurance proceeds exceeds the sum of Twenty-Five Thousand Dollars (\$25,000), and three fourths (3/4) of the Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into the shares owned by each Owner and shall promptly pay each share of such proceeds to the Owners and mortgagees of record as their interests may appear ("Insurance Proceeds Distribution"). In making any such Insurance Proceeds Distribution to the Owners and mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Owners and their respective mortgagees. Any Insurance Proceeds Distribution shall also require the approval of the Lead Mortgagee.

d. Distribution of Excess Funds. In the event that after the completion of and payment for the repair and reconstruction of the damage to the damaged property any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as insurance proceeds then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Owners in proportion to their contributions by way of Special Assessment.

e. Institutional Mortgagees. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any mortgagee may be enforced by a mortgagee.

f. Repair of Damaged Property. Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for the Condominium Property as: (i) originally constructed; (ii) previously reconstructed; or (iii) depicted in new plans and specifications approved by the Board.

g. Determination of Damage. The Board shall determine whether damage or loss has occurred to improvements within Lots alone that are owned by the Association, Common Elements alone or to improvements within any combination thereof.

h. Intentionally Deleted.

i. Miscellaneous Policy Requirements. Policies insuring the property within the Condominium purchased pursuant to the requirements of this Article 10 shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Owners will be waived; the insurance will not be prejudiced by any acts or omission of individual Owners who are not under the control of the Association; and the policy will be primary, even if an Owner has other insurance that covers the same loss.

j. Master Form of Insurance. Nothing contained herein shall prohibit the Association from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Article 10, provided that the coverages required hereunder are fulfilled.

k. Coverage. Notwithstanding anything to the contrary contained herein, policies insuring property within the Condominium shall not insure any of the Owners' RVs, Owners' Park Models, Owners' Lots, or any other personal property located upon a Lot or within the Condominium Property, except personal property of the Association on the Common Elements.

10.6 Responsibility of Owners. Each Owner is responsible for obtaining insurance coverage upon his or her real or personal property, specifically including but not limited to, the Lot and RV, at his or her own expense, and such insurance shall not be the responsibility of the Association.

10.7 Reconstruction and Replacement of the Lot.

a. In the event that any RV and/or other improvement within a Lot shall be substantially damaged or destroyed, it shall be the obligation of the Owner to remove, repair, rebuild or reconstruct the improvements to the damaged or destroyed Lot as soon after such casualty as may be practical. All such repair, replacement and reconstruction shall be in substantial conformity with the original plans, dimensions, location, materials, design and appearance of the structure that was damaged or destroyed, unless otherwise approved by the Board.

b. Notwithstanding damage or destruction of the improvements to a Lot, the Owner shall remain liable to the Association for all assessments in connection with such Lot.

c. As soon as practical after damage or destruction, the Owner shall cause to be removed all debris and portions of the improvements that cannot be preserved for

incorporation into the replacement structure. All dangerous conditions shall be removed immediately. All debris shall be removed from the Lot no later than 30 days after the date upon which the casualty occurred. If an Owner does not commence rebuilding or reconstructing improvements to the Lot within 180 days of the casualty, then such Owner shall be obligated at the Owner's expense to remove all portions of the damaged or destroyed property remaining, except underground utility lines, which shall be secured. The Owner shall provide fill and install pavers so that the Lot shall thereupon give the appearance of conforming to surrounding lots.

d. Association Rights and Responsibilities. If an Owner shall fail to comply with any of the provisions of this Section, whether concerning the removal of debris, clearing of the Lot or otherwise, then the Association may perform such acts as are the responsibility of the Owner, and the cost of same shall be treated initially as a common expense, but shall be charged against the Owner as a special assessment, collectible and enforceable by lien and otherwise as generally provided for assessments. In addition, as provided in Article 8 herein, the Owner shall remain responsible for all other assessments in the same manner as if such damage or destruction had not occurred. In the event an Owner does not rebuild a damaged or destroyed Lot and improvements on the Lot, the Association shall have the right, but not the obligation, to purchase the Lot so damaged from the Owner, to hold it for a reasonable period of time, to resell it, or to cause the improvements thereon to be rebuilt or reconstructed in compliance with the terms of this Declaration, and then to resell such Lot. During the time that the Association shall own the title to any such Lot, the assessments attributable to such Lot shall be paid by the Association as a Common Expense.

e. Exercise of Purchase Option. If the Association shall exercise its right to purchase the Lot, as herein provided in sub-section (d) above, it shall do so by giving written notice to the Owner of the Association exercising such right; and thereupon, the Association and the Owner each shall appoint a qualified real estate appraiser to appraise the market value of the Lot. The price to be paid by the Association to the Owner for the Lot shall be the average of the market value appraisals of the Lot as determined by two appraisers. The purchase price so determined shall be paid by the Association to the Owner and shall be paid in cash or upon such other terms agreed to by the Association and the Owner, and the sale and conveyance shall be closed within thirty (30) days following the determination of the purchase price of the Lot as herein provided. Notwithstanding the foregoing right of the Association to purchase the Lot, until such time as the Association has exercised its right to purchase the Lot, the Owner may notify the Board of the Owner's intention to rebuild the improvements as provided in this Section. Any and all rights of the Association to purchase the Lot as provided by the provision of this Declaration are hereby declared to be and are subordinate to any mortgages held by an Institutional Mortgagee.

ARTICLE 11

PROVISIONS RELATING TO CONDEMNATION

OR EMINENT DOMAIN PROCEEDINGS

11.1 Deposit of Awards. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for the taking shall be deemed to be proceeds from insurance on account of the casualty. Owners shall be entitled to awards for the value of their own Lot. All other awards shall be deposited with the Association; and if any fail to do so, a special charge shall be made

against a defaulting Owner in the amount of his/her award, or the amount of that award shall be set off against any sums payable to that Owner.

11.2 Association as Agent. The Association is hereby irrevocably appointed as each Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

11.3 Lot Reduced But Tenatable. If the taking reduces the size of a Lot and the remaining portion of the Lot can be made tenatable, the award for the taking of a portion of that Lot shall be used for the restoration of the Lot and the Owner shall comply with Section 10.7(a) herein, regarding the Reconstruction and Replacement of the Lot.

11.4 Lot Made Untenatable. If the taking is of any entire Lot reduces the size of a Lot so that it cannot be made tenatable, the award for the taking of the Lot shall be paid to jointly to the Owner and any mortgagees, and if possible and practical, the remaining portion of the Lot shall become a part of the Common Elements and shall be placed in condition for use by all Owners in the manner approved by the Board of Directors.

11.5 Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Lots that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Owners. This shall be done by restating the shares of continuing Owners in the Common Elements.

11.6 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. The balance of such awards, if any, shall 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. If a Lot is mortgaged, the remittance shall be paid jointly to the Owner and mortgagee(s) of the Lot.

11.7 Amendment of Declaration. Changes in the Lots, in the Common Elements, and in the ownership of the Common Elements that are necessitated by condemnation shall be evidenced by an amendment to the Declaration of Condominium as ordered by a court or approved by a majority of Board of Directors, without the consent of any Members or Institutional Mortgagee being required for any such amendment.

ARTICLE 12

USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists, which provisions shall be enforceable against, and binding upon, all Owners, their Guests and families, invitees, and Tenants of Lots:

12.1 Personal Use. Use of the Lots and the recreational facilities of the Condominium are limited solely to the personal use of Owners, their Guests, invitees and Tenants. No Lot may be divided or subdivided into a smaller Lot. All use of the Lots shall be in accordance with the Condominium Documents, all as amended from time to time.

12.2. Nuisance. An Owner/Resident shall not permit or suffer anything to be done or kept on a Lot which will: (i) increase the insurance rates on a Lot, the Common Elements or any portion of the Condominium Property; (ii) obstruct or interfere with the rights of other Owners/Residents or the Association; or (iii) annoy other Owners/Residents by unreasonable noises or otherwise. An Owner/Resident shall not commit or permit any nuisance, immoral or illegal act on a Lot, on the Common Elements or any portion of the Condominium Property.

12.3. Signs/Signage. All signs are prohibited unless otherwise stated in the Rules and Regulations, except those specifically approved by the Board.

12.4. Pets. Residents shall be entitled to keep a maximum of two (2) commonly accepted household pets plus two (2) caged birds may be kept on a Lot, subject to other reasonable regulation by the Association. All pets shall be leashed (if outdoors), or kept within the Lot. Pets may not be left outside if the Resident is not on the Lot. Pets shall not be permitted to roam free through the Condominium Property.

a. The Association may restrict the walking of pets to certain areas. Residents must immediately pick up and remove any waste produced by their pets and dispose of it in an appropriate manner. Commercial activities involving pets, including without limitation, boarding, breeding, grooming, or training, are not allowed.

b. Noisy or unruly pets, pets considered dangerous or vicious with respect to which other Residents file justifiable complaints; or the owner of the pet fails or refuses to comply with these restrictions, the Owner/Resident, upon written notice, may be required to remove the pet from the Condominium Property so long as such Owner/Resident is afforded reasonable notice and an opportunity for a hearing pursuant to the procedures set forth in Chapter 718. No animal which has been removed from the Condominium Property under this Section shall thereafter again be permitted within the Condominium Property without the Board's prior written consent.

c. Owners/Residents shall be responsible for any and all damages caused by the pet to the Condominium Property or the property of another Owner/Resident in the Condominium, and for any and all injuries caused by Resident's pet. The Owner/Resident shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium Property. The Association shall be entitled to promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

12.5 Fences. There will be no permanent fences permitted on any Owner's Lot. The Association must have access to Lots as needed for maintenance services and utility services.

12.6 Garbage, Trash and Recyclables. Each Resident shall regularly pick up all garbage, trash, refuse or rubbish around his/her Lot, and no Resident shall place or dump any garbage, trash, refuse or other materials on any other portions of the Condominium Property. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities.

12.7. Condition of Lots, RVs, and Vehicles. Each Owner/Resident must keep his/her Lot, RV, and vehicles in a good state of preservation and cleanliness. RVs and vehicles are to be

in operable condition. The Association, through its Board, has the right to approve all RVs and vehicles occupying the Lots in the Condominium.

12.8 Modifications. Any improvements or alterations to a Lot must be in accordance with the Rules and Regulations.

12.9 Board's Rule-Making Power. The Association, through its Board, may, from time to time, promulgate such other rules and regulations with respect to the Condominium Property as it determines to be in the best interests of the Association and its Members. The Board may promulgate, modify, alter, amend or rescind such rules and regulations provided such promulgation, modifications, alterations and amendments: (i) are consistent with the use covenants set forth in the Condominium Documents; (ii) apply equally to all lawful Condominium residents without discriminating on the basis of whether a Lot is occupied by an Owner or Tenant.

12.10 Access to Lots. Residents shall give access to the Board of Directors or Board Representative, which has an irrevocable right of access to each Lot during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements, or any portion of a Lot to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to another Lot or Lots.

12.11 Children. Every Resident shall abide by any regulations regarding children as may be established by the Association.

12.12 Repairs. Owners shall be responsible for electrical and plumbing repairs within the boundaries of Owner Lots. Owners/Residents shall make no repairs to any plumbing or the electrical wiring on the Common Elements. The Association shall pay for and be responsible for normal wear and deterioration of main plumbing and main electrical wiring through all the Common Elements.

12.13 Age Restriction. It was the intent of the Developer and is the intent of the Association that the Condominium be operated as "housing for older persons" in accordance with the Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time, "HOPA"). Under HOPA, "older persons" are defined as persons fifty-five (55) years of age or older. The Condominium complies with HOPA and is intended to be reserved for occupancy by persons fifty-five (55) years of age or older, with certain exceptions as allowed by HOPA. At least eighty percent (80%) of all occupied Lots within the Condominium must be permanently occupied by at least one Resident fifty-five (55) years of age or older. The other twenty percent (20%) of the Residents must be at least forty (40) years of age. Persons under the age of forty (40) will not reside in any Lot dwelling as a permanent resident.

a. All prospective Residents of the Condominium will be screened for compliance with these provisions, and no application for residency will be accepted without satisfactory proof of age such as a valid driver's license, birth certificate or passport.

b. Except as provided in 12.13(c) below, guests occupying a Lot who do not fall within the Resident age limitations provided above may only occupy a Lot in the Condominium for a total of sixty (60) days in a twelve (12) month period.

c. Further, for the months of October through May, guests occupying a Lot who do not fall within the Resident age limitations provided above may only occupy a Lot in the Condominium for a total of fifteen (15) consecutive days or thirty (30) total days during the time period beginning on October 1st and ending May 31st and such guests are still limited to a total of sixty (60) days in a twelve (12) month period.

d. The Association, through its Board, may review compliance on a case-by-case basis.

e. Maintaining Age Records. The Board will maintain age records of all Occupants. The Board shall publish and adhere to policies, procedures and rules to monitor and maintain compliance with Section 12.13 of Article 12 and all applicable laws, including policies regarding verification of compliance with all applicable laws. The Association shall develop procedures for determining occupancy of each Lot. The Association may require Occupants to produce copies of birth certificates, driver's licenses, passports, immigration cards, military identifications and other official documents containing birth date of comparable reliability. In furtherance of the foregoing, at least once each two (2) years, the Association shall conduct a survey of the Occupants of all Lots to determine whether the Condominium is in compliance with the provisions of Section 12.13 of Article 12 and any applicable laws. The Association shall also be responsible for compliance with Section 760.29(e), Florida Statutes, requiring registration of the Condominium with the Florida Commission on Human Relations and submission of a registration letter and renewals thereof for the Condominium.

f. The terms and provisions of Section 12.13 Age Restrictions of Article 12, pertaining to operation of the Condominium as housing for persons 55 and older under the HOPA, shall not be amended for a period of thirty (30) years from the date of recording of this Declaration.

g. Disclaimer; Impact Fees. Notwithstanding anything contained herein to the contrary, although it is the intent of the Association for the Condominium to comply with HOPA so that the Condominium may operate as housing for persons 55 and older and restrict occupancy based upon age, it is acknowledged that no representation or warranty is provided by the Association that the Condominium will comply with HOPA. It is further acknowledged that it is unlawful to discriminate against families with children under age eighteen (18) without compliance with HOPA. Accordingly, the Association shall have no liability to the Owners or occupants in connection with the status of the Condominium as housing for persons 55 and older or liability under HOPA for the Association's failure to maintain the status of the Condominium as housing for persons 55 and older. It is further acknowledged that the Association, by recording this amendment to the Declaration or other restrictive covenants regarding housing for 55 and older persons and occupancy requirements based upon age in the Condominium, Owners may be entitled to waived or reduced impact fees due to the County or other governmental agencies which require the Condominium to remain housing for persons 55 and older under HOPA. If at any time it is determined that the Condominium does not comply with HOPA causing impact fees previously waived to become due and owing by the Owners to the County or any other governmental agency, the Association shall not be responsible for the payment of any such impact fees.

12.14 Compliance with Law. No Resident shall make any use of a Lot that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof.

12.15 Noise. Each Owner/Resident, by acceptance of a deed or other conveyance of his/her Lot or by accepting a lease, hereby acknowledges and agrees that sound transmission in a building such as any of the Buildings is very difficult to control, and that the noises from adjoining or nearby Lots and/or mechanical equipment can often be heard in another Lot. The Association does not make any representation or warranty as to the level of sound transmission between and among Lots and the other portions of the Buildings, and each Owner/Resident hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.

12.16 Handicapped Persons. Notwithstanding any other rule, regulation, or restriction to the contrary herein contained, the Board shall make reasonable accommodations in the rules, regulations or restrictions, if such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium Property,

12.17 Fines. The Association may levy a fine against an Owner of a Lot for an Owner's or occupant's violation of any provision of this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations, all as amended from time to time, so long as such Owner or occupant is afforded reasonable notice and an opportunity for a hearing pursuant to the procedures set forth in Chapter 718, Florida Statutes. The amount of such fines shall be set by the Association, but in no event shall the amount of such fine be greater than the amount permitted by Chapter 718, Florida Statutes.

12.18 Leasing/Renting Lots.

a. Owners may lease/rent their Lot in its entirety. All Tenants shall be subject to the Condominium Documents. The Association has the right to approve or disapprove proposed tenants and has the right to require information from the potential tenant to determine if they meet the requirements of the Condominium Documents including, but not limited to, the age restriction requirements, RV acceptability, and restrictions on pets. The Board may adopt reasonable Rules and Regulations regulating leasing/renting and the procedures for leasing/renting. See Rules & Regulations, Rental of Lots.

b. If the proposed transaction is a lease or rental and the tenant is disapproved, then the Owner shall be advised by the Association of the disapproval in writing and the lease or rental shall not be made. If the lease or rental has already occurred, any lease, contract or other similar agreement shall be considered null and void and as if it had never occurred. If the tenant is in possession of the RV or Lot at the time the lease or rental is disapproved, the Owner shall take any and all necessary actions to remove the tenant from the RV or Lot within thirty (30) days from the date the Owner is advised of the disapproval, including, without limitation, instituting all necessary legal actions. Further, the Owner hereby delegates and assigns to the Association the power to evict an Owner's tenant(s), as attorney-in-fact on behalf of the Owner, and agrees that the Association may proceed directly against such tenant(s) for injunctive relief, termination, eviction and/or damages all at the Owner's and/or at the tenant's expense.

c. Should the Association seek to enforce the provisions of the lease and/or the Condominium Documents against a tenant, and/or Owner, through injunctive relief, a claim for damages, eviction or termination, the Association shall be entitled to recover its reasonable attorneys' fees and costs incurred in such enforcement, whether a lawsuit or petition for arbitration be filed or not (including without limitation attorneys' fees and costs upon appeal, and in bankruptcy). If such costs and fees are not immediately paid by the tenant(s), the Owner of the Lot shall pay them and such funds shall bear interest at the highest rate permitted by law. The obligation of the tenant(s) and the Owner to pay or reimburse the Association such funds will, if not immediately paid, give rise to a cause of action against the tenant(s) and/or the Owner.

ARTICLE 13

ALIENABILITY OF LOTS OR OWNERSHIP INTERESTS

13.1 Alienability Restrictions. The right of an Owner to sell, transfer, assign or hypothecate his/her Lot shall only be subject to the Policy and Procedure for the Sale of Lots; the Condominium Documents; and Florida Statutes, Chapter 718. Accordingly, a legal transfer or conveyance of such Lot by an Owner shall require the written approval of the Board and:

a. Each Owner, desiring to sell his/her Lot must notify the Board in writing before putting the lot up for sale.

b. The Owner must provide to the Board the following documentation for the prospective buyer: name, legal mailing address, phone number(s) and proof of age (birth certificate, driver's license or passport).

c. Once the lot is sold, the new Owner must follow Declaration 12.18 and the Rules & Regulations regarding Rental of Lots and provide to the Board the Occupants' proof of age, and any additional information required by the Association.

d. Determination by the Board that the owner or buyer misstated or misrepresented any information on any application or entry forms required by the Board, prior to admittance as an Occupant in the Condominium, shall constitute a violation of this Declaration, and the Board shall have the right to refuse approval of the transfer of ownership in a Lot, or if the sale has already occurred, then the Board can require the removal of the Owner as an Occupant of the Lot.

ARTICLE 14

COMPLIANCE AND DEFAULT

14.1 Compliance and Default. Each Owner shall be governed by and shall comply with the terms of the Condominium Documents, and as they may be amended from time to time. Failure of an Owner to comply with the provisions of the Condominium 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 shall be enforceable equitable servitudes and shall run with the land and shall be effective until the Condominium is terminated.

14.2 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 Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' and paraprofessionals' fees as may be awarded by the Court, whether or not a lawsuit or petition for arbitration is brought, and including, without limitation, all appeals and all proceedings in bankruptcy and with regard to any other actions relating to creditors rights.

14.3 No Waiver of Rights. The failure of the Association or any Owner to enforce any covenant, restriction or other provision of Chapter 718, or the Condominium Documents shall not constitute a waiver of the right to do so thereafter.

14.4 Injunctive Relief. The Association may seek an injunction from a court of equity, without being required to post a bond, to compel compliance or prohibit violation of the Condominium Documents regardless of whether an adequate remedy at law exists.

14.5 Governing Law; Waiver of Jury Trial; Venue of Actions. This Declaration shall be governed by, and shall be construed in accordance with, the laws of the State of Florida. The Association, the Owners, the Management Company, and any other party claiming rights or obligations by, through, or under this Declaration, or two or more of the foregoing, 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 or any other agreement or instrument executed in connection with this Declaration. 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 County or Circuit Court in and for Lake 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 15 **AMENDMENTS**

15.1 By Owners. Except as otherwise provided herein, this Declaration may be amended in the following manner:

a. Notice. Notice of the proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. Members are to be given at least a fourteen (14) day notice of such meeting.

b. Adoption. A resolution for the adoption of a proposed amendment may be proposed by the Board or by the Owners. Owners may propose such an amendment by instrument in writing directed to the president or secretary of the Board signed by not less than holders of thirty-three percent (33%) of all of the votes of the Association. Amendments may be

proposed by a majority of the Board at any regularly constituted meeting thereof. Except as provided herein, a resolution amending the Declaration must be approved by:

(i) Not less than two-thirds (2/3rds) of the entire membership of the Board and not less than a majority of the Voting Interests; or

(ii) Not less than two-thirds (2/3rds) of the Voting Interests

Any amendment which would materially and adversely affect Institutional Mortgagees must have the prior written consent of every Institutional Mortgagee which holds a mortgage on any portion of the Condominium Property.

c. Execution and Recording. Each amendment shall be attached to or shall contain a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association with the formalities of a deed, and said amendment shall be effective upon recordation of the amendment and certificate in the Public Records of Lake County, Florida.

ARTICLE 16 **TERMINATION**

The Condominium may be terminated in the following manners, in addition to the manner provided by Chapter 718, Florida Statutes, as amended from time to time.

16.1 Agreement. Except as otherwise provided in Section 718.117, Florida Statutes, as amended from time to time; the Condominium may be terminated at any time by the approval in writing of all Owners and all Institutional Mortgagees of record.

16.2 Termination Through Condemnation. The Condominium shall only be terminated by virtue of a condemnation action if all Condominium Property is taken in condemnation. If less than all of the Condominium Property is taken in condemnation, the Condominium shall continue as to those portions of the Condominium Property not so taken.

16.3 Procedure. The procedure for termination shall be as set forth in Section 718.117, Florida Statutes.

16.4 Shares of Owners After Termination. After termination of the Condominium, each Owner shall own a fractional share of the Condominium Property and all assets of the Association as a tenant in common pursuant to each Owner's proportionate ownership interest in the Condominium.

ARTICLE 17
SECURITY

The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium Property designed to make the Condominium Property safer than it otherwise might be. The Management Company or Association shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person. Additionally, neither Management Company, nor the Association makes any representations whatsoever as to the security of the premises or the effectiveness of any monitoring system or security service. All Owners, their Guests, Tenants, and invitees agree to hold the Management Company, and/or the Association harmless from any loss or claim arising from the occurrence of any crime or other act. The Association shall not in any way be considered insurers or guarantors of security within the Condominium Property. Neither the Association nor Management Company shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken, if any. All Owners and occupants of any Lot, and Tenants, Guests and invitees of an Owner, acknowledge that the Association and its Board, and the Management Company do not represent or warrant that any fire protection system, burglar alarm system or other security system, if any, designated by or installed according to guidelines established by Management Company or the Association may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner and occupant of any Lot and each Tenant, Guest and invitee of an Owner, acknowledges and understands that the Association, its Board, and the Management Company are not insurers and that each Owner and occupant of any Lot and each Tenant, Guest and invitee of an Owner assumes all risks for loss or damage to persons, to Lots and to the contents of Lots and further acknowledges that the Association, its Board, have made neither representations nor warranties nor has any Owner or occupant of any Lot, or any Tenant, Guest or invitee of an Owner relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose relative to any fire and/or burglar alarm systems or other security systems recommended or installed, if any, or any security measures undertaken within the Condominium Property, if any.

ARTICLE 18
SEVERABILITY

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 thereof.

ARTICLE 19
MISCELLANEOUS

19.1 Acceptance by Owners. Each Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Lot, by reason of his or her occupancy shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration the Articles of Incorporation and Bylaws, and Rules and Regulations, all as amended from time to time, are fair and reasonable in all material respects and are fully enforceable in accordance with their terms.

19.2 Hurricane, Water, and Wind Damage. Among other acts of God and uncontrollable events, hurricanes have occurred in Florida, the Condominium is exposed to the potential damages of hurricanes, including but not limited to, damages from wind and wind-driven rain. Water or other damages from this or other extraordinary causes to the Lots shall not be the responsibility of Association.

19.3 Radon. Under the laws of the State of Florida, each prospective purchaser is hereby advised that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. The foregoing notice is provided in order to comply with state law and is for informational purposes only. Association does not conduct radon testing with respect to the Condominium and specifically disclaims any and all representations or warranties as to the absence of radon gas or radon producing conditions in connection with the Condominium.

EXHIBIT "A"
LEGAL DESCRIPTION OF THE CONDOMINIUM

[attached hereto]

LEGAL DESCRIPTION

From the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 25 East, in Lake County, Florida run thence South 89 degrees 41 minutes 30 seconds East 38 feet for a Point of Beginning; from said Point of Beginning, run thence North 0 degrees 28 minutes 10 seconds East 524.73 feet to the Southwesterly corner of a tract of land described in Official Records Book 445, Page 538, Public Records of Lake County, Florida; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 300 feet; thence run North 0 degrees 28 minutes 10 seconds East 100 feet; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 320 feet; thence run North 0 degrees 28 minutes 10 seconds East (a measured bearing of N00°19'53"E) 600 feet; to the Southerly right of way of U.S. Highway No. 27; thence run Southeasterly along said right of way 671.13 feet, more or less, to the East line of the Southeast 1/4 of the Southwest 1/4 of the said Section 22, thence run South 0 degrees 52 minutes 20 seconds West 960.98 feet to the Southeast corner of the said Southeast 1/4 of the Southwest 1/4; thence run North 89 degrees 41 minutes 30 seconds West, along the South line of the said Southeast 1/4 of the Southwest 1/4, a distance of 1268.82 feet to the Point of Beginning, less the following descriptions

From the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 25 East, in Lake County, Florida run thence South 89 degrees 41 minutes 30 seconds East 38 feet; run thence North 0 degrees 28 minutes 10 seconds East 524.73 feet to the Southwesterly corner of a tract of land described in Official Records Book 445, Page 538, Public Records of Lake County, Florida; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 300 feet; thence run North 0 degrees 28 minutes 10 seconds East 100 feet; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 320 feet; thence run North 0 degrees 28 minutes 10 seconds East (a measured bearing of N00°19'53"E) 427.21 feet to the Point of Beginning; thence S 78 degrees 02 minutes 16 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27 a distance of 304.98' feet; thence run North 12 degrees 02 minutes 45 seconds East a distance of 169.50' feet to the Southerly line of right of way of U.S. Highway No. 27; thence run North 78 degrees 02 minutes 16 seconds West along said right of way 340.12' feet, thence run South 0 degrees 19 minutes 53 seconds West 173.05 feet to the to the Point of Beginning. AND LESS

From the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 25 East, in Lake County, Florida run thence South 89 degrees 41 minutes 30 seconds East 38 feet; run thence North 0 degrees 28 minutes 10 seconds East 524.73 feet to the Southwesterly corner of a tract of land described in Official Records Book 445, Page 538, Public Records of Lake County, Florida; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 300 feet; thence run North 0 degrees 28 minutes 10 seconds East 100 feet; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 320 feet; thence run North 0 degrees 28 minutes 10 seconds East (a measured bearing of N00°19'53"E) 427.21 feet; thence S 78 degrees 02 minutes 16 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27 a distance of 304.98' feet; thence run North 12 degrees 02 minutes 45 seconds East a distance of 169.50' feet to the Southerly line of right of way of U.S. Highway No. 27; thence run South 78 degrees 02 minutes 16 seconds East along said right

of way 60.00' feet to the Point of Beginning, thence run South 12 degrees 02 minutes 45 seconds West 180.40 feet; thence South 78 degrees 02 minutes 16 seconds East a distance of 306.48' feet more or less, to the East line of the Southeast 1/4 of the Southwest 1/4 of the said Section 22, thence run North 0 degrees 46 minutes 40 seconds East to the Southerly right of way of U.S. Highway No. 27, a distance of 183.89 feet; thence North 78 degrees 02 minutes 16 seconds West along said South right of way line a distance of 270.55' feet to the Point of Beginning. 20.242± Acres for Parcel 3

THE SURVEY AND PLOT PLAN HAVE BEEN COMBINED INTO ONE DOCUMENT.

**THE DOCUMENT TITLED "PLOT PLAN" INCLUDES ALL THE REQUIREMENTS
OF A SURVEY AND A PLOT PLAN PURSUANT TO 472.027, FLORIDA STATUTES
AND RULE 61B-18.002 OF THE FLORIDA ADMINISTRATIVE CODE.**

PLOT PLAN

DESCRIPTION (As Furnished)

ROLLING RIDGE RV RESORT, a CONDOMINIUM

PARENT PARCEL:

From the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 25 East, in Lake County, Florida run thence South 89 degrees 41 minutes 30 seconds East 38 feet for a Point of Beginning; from said Point of Beginning, run thence North 0 degrees 28 minutes 10 seconds East 524.73 feet to the Southwesterly corner of a tract of land described in Official Records Book 445, Page 538, Public Records of Lake County, Florida; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 300 feet; thence run North 0 degrees 28 minutes 10 seconds East 100 feet; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 320 feet; thence run North 0 degrees 28 minutes 10 seconds East (a measured bearing of N00°19'53"E) 600 feet; to the Southerly right of way of U.S. Highway No. 27; thence run Southeasterly along said right of way 671.13 feet, more or less, to the East line of the Southeast 1/4 of the Southwest 1/4 of the said Section 22, thence run South 0 degrees 52 minutes 20 seconds West 960.98 feet to the Southeast corner of the said Southeast 1/4 of the Southwest 1/4; thence run North 89 degrees 41 minutes 30 seconds West, along the South line of the said Southeast 1/4 of the Southwest 1/4, a distance of 1268.82 feet to the Point of Beginning. 22.692± ACRES

PARCEL 1:

From the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 25 East, in Lake County, Florida run thence South 89 degrees 41 minutes 30 seconds East 38 feet; run thence North 0 degrees 28 minutes 10 seconds East 524.73 feet to the Southwesterly corner of a tract of land described in Official Records Book 445, Page 538, Public Records of Lake County, Florida; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 300 feet; thence run North 0 degrees 28 minutes 10 seconds East 100 feet; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 320 feet; thence run North 0 degrees 28 minutes 10 seconds East (a measured bearing of N00°19'53"E) 427.21 feet to the Point of Beginning; thence S 78 degrees 02 minutes 16 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27 a distance of 304.98' feet; thence run North 12 degrees 02 minutes 45 seconds East a distance of 169.50' feet to the Southerly line of right of way of U.S. Highway No. 27; thence run North 78 degrees 02 minutes 16 seconds West along said right of way 340.12' feet, thence run South 0 degrees 19 minutes 53 seconds West 173.05 feet to the to the Point of Beginning. 1.255± ACRES

I, Douglas S. Willis, registered Land Surveyor, hereby certify that the improvements, as depicted on the Plot Plan (Sheets 1-6) for Rolling Ridge RV Resort, a Condominium, are substantially complete except for the following: 1) the Outdoor Pavilion, which is depicted as proposed on the Plot Plan. 2) the Tennis Court, which is depicted as proposed on the Plot Plan; and 3) any concrete pads, utilities or other improvements, which have not been located or depicted on the Plot Plan.

NOTE: Title Commitment No. CD06-110475 provided by CLARK, CAMPBELL, MAWHINNEY, P.A. has been reviewed by this firm. The following documents were recited and affect subject property as follows: ORB 1309, PAGE 629 is a Water and Sewer Service Agreement. Said document does affect subject parcel. Document is BLANKET in nature. No specific location of the Water and Sewer systems were recited. ORB 1439, PAGE 1831 is a Distribution Easement dedicating 5 feet on either side of all power facilities and equipment. Said document is BLANKET in Nature. No specific location of power facilities recited. ORB 445, PAGE 538 was furnished and reflected on survey

CERTIFIED TO:

ODYSSEY RESIDENTIAL II, INC., a Florida corporation
FIDELITY NATIONAL TITLE INSURANCE COMPANY
SHUTTS & BOWEN, LLP
CLARK, CAMPBELL, MAWHINNEY, P.A.
PILOT BANK
ODYSSEY RESIDENTIAL (ROYAL) II, LLC,
a FLORIDA LIMITED LIABILITY COMPANY
ROLLING RIDGE RV RESORT, a CONDOMINIUM

Based on the FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, Lake County, Florida, Community Number 120421 0470 D, last dated 7/3/02, it appears from scaling of said map that the land described hereon is shown to be in Zone "X & A", AREA OF MINIMAL FLOODING AND AREA OF 100 YEAR FLOOD. NO BFE PER F.E.M.A. Said map is not a Survey and no responsibility is taken for the information contained in or the accuracy of the above referenced map.

- This Plot represents a Boundary Survey of the description as furnished Harrison Surveying and Mapping, Inc. per client's instruction and makes no claims regarding ownership or rights of possession.
- Bearings shown hereon are based on the SOUTH line of DESCRIBED PARCEL. Being N 89°41'30" W, PER DESCRIPTION.
- This surveyor has not searched the public records or abstracted the land shown hereon for easements, right of ways, covenants and restrictions or other pertinent documents which may be found in the public records of this county. This research was not included in the scope of services of this firm.
- The relative distance accuracy for boundary dimensions shown hereon is in excess of 1 Foot in 10,000 Feet.
- Underground improvements and utilities have not been located.
- This survey performed by Harrison Surveying and Mapping, Inc. is for the singular use by the clients named hereon for the express stated purpose listed hereon. This drawing is not legally binding without my signature and original raised embossed seal. No third party is authorized to use this drawing in any way, and this surveyor shall not be held liable for damages resulting from the unauthorized or illegal executions or attempts at circumventing prescribed laws or professional fee payments. All plats, reports, notes, plans, specifications, computer files, field notes or data, other documents and instruments prepared by this firm as instruments of service shall remain the property of this firm. This firm shall retain all common law, statutory and other reserved rights, including the copyright thereto. The original of this drawing remains the property of Harrison Surveying and Mapping, Inc.

REVISIONS AND ADDITIONS

| | |
|---------|--------------------|
| 1/23/07 | REVISE DISCLOSURE |
| 2-28-07 | FINALIZE PLOT PLAN |

LEGEND:

| | |
|-----------------------------------|-------------------------------|
| Δ = Delta (Intersection Angle) | ☐ = DENOTES CONCRETE |
| R = Radius | WF = Wood Fence |
| L = Arc Length | (M) = Measured |
| Ch = Chord Bearing | CBW = Concrete Block Wall |
| Ch = Chord Length | PI = Point of Intersection |
| PC = Point of Curvature | CNF = Corner Not Found |
| PT = Point of Tangency | OHUL = Overhead Utility Lines |
| PB = Plat Book | PGB = Point of Beginning |
| PG (S) = Page(s) | POC = Point of Commencement |
| PRC = Point of Reverse Curvature | (D) = Per Description |
| CLF = Chain Link Fence | BSL = Building Setback Line |
| A/C = Air Conditioner | RP = Radius Point |
| R/W = Right-Of-Way | (R) = Radial |
| POC = Point of Compound Curvature | (NR) = Non Radial |
| (P) = Per Plat | CNA = Corner Not Accessible |
| ⊕ = Centerline | (C) = Calculated |
| ⊖ = REC | TB = Tangent Bearing |
| ⊙ = REC | BFE = Base Flood Elevation |
| ○ = Denotes Utility Pole | |

DRAWING: 06-2920d.DWG SURVEY DATE: 12/11/06

PREPARED BY: DOUGLAS WILLIS (HARRISON SURVEYING)

EXPECTED USE OF THIS LAND: RESIDENTIAL PURPOSES

IT IS CERTIFIED THAT THE SURVEY REPRESENTED HEREON MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 81G17-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DOUGLAS S. WILLIS, Florida Registration # 5984 FOR THE FIRM.

HARRISON SURVEYING AND MAPPING, INC.

PROFESSIONAL SURVEYORS AND MAPPERS
Certificate of Authorization #LB 6948

HSM INC

32529 Okaloosa Trail
Sorrento, Florida 32776
Phone: (352) 735-1263

JOB NO. 06-2920d Sheet 1 of 6

PLOT PLAN

DESCRIPTION (As Furnished)

ROLLING RIDGE RV RESORT, a CONDOMINIUM

PARCEL 2:

From the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 25 East, in Lake County, Florida run thence South 89 degrees 41 minutes 30 seconds East 38 feet; run thence North 0 degrees 28 minutes 10 seconds East 524.73 feet to the Southwesterly corner of a tract of land described in Official Records Book 445, Page 538, Public Records of Lake County, Florida; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 300 feet; thence run North 0 degrees 28 minutes 10 seconds East 100 feet; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 320 feet; thence run North 0 degrees 28 minutes 10 seconds East (a measured bearing of N00°19'53"E) 427.21 feet; thence S 78 degrees 02 minutes 16 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27 a distance of 304.98' feet; thence run North 12 degrees 02 minutes 45 seconds East a distance of 169.50' feet to the Southerly line of right of way of U.S. Highway No. 27; thence run South 78 degrees 02 minutes 16 seconds East along said right of way 60.00' feet to the Point of Beginning, thence run South 12 degrees 02 minutes 45 seconds West 180.40 feet; thence South 78 degrees 02 minutes 16 seconds East a distance of 306.48' feet more or less, to the East line of the Southeast 1/4 of the Southwest 1/4 of the said Section 22, thence run North 0 degrees 46 minutes 40 seconds East to the Southerly right of way of U.S. Highway No. 27, a distance of 183.89 feet; thence North 78 degrees 02 minutes 16 seconds West along said South right of way line a distance of 270.55' feet to the Point of Beginning.

1.195± ACRES

PARCEL 3:

From the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 25 East, in Lake County, Florida run thence South 89 degrees 41 minutes 30 seconds East 38 feet for a Point of Beginning; from said Point of Beginning, run thence North 0 degrees 28 minutes 10 seconds East 524.73 feet to the Southwesterly corner of a tract of land described in Official Records Book 445, Page 538, Public Records of Lake County, Florida; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 300 feet; thence run North 0 degrees 28 minutes 10 seconds East 100 feet; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 320 feet; thence run North 0 degrees 28 minutes 10 seconds East (a measured bearing of N00°19'53"E) 500 feet; to the Southerly right of way of U.S. Highway No. 27; thence run Southeasterly along said right of way 671.13 feet, more or less, to the East line of the Southeast 1/4 of the Southwest 1/4 of the said Section 22, thence run South 0 degrees 52 minutes 20 seconds West 960.98 feet to the Southeast corner of the said Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4, a distance of 1268.82 feet to the Point of Beginning, less the following descriptions From the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 25 East, in Lake County, Florida run thence South 89 degrees 41 minutes 30 seconds East 38 feet; run thence North 0 degrees 28 minutes 10 seconds East 524.73 feet to the Southwesterly corner of a tract of land described in Official Records Book 445, Page 538, Public Records of Lake County, Florida; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 300 feet; thence run North 0 degrees 28 minutes 10 seconds East 100 feet; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 320 feet; thence run North 0 degrees 28 minutes 10 seconds East (a measured bearing of N00°19'53"E) 427.21 feet to the Point of Beginning; thence S 78 degrees 02 minutes 16 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27 a distance of 304.98' feet; thence run North 12 degrees 02 minutes 45 seconds East a distance of 169.50' feet to the Southerly line of right of way of U.S. Highway No. 27; thence run North 78 degrees 02 minutes 16 seconds West along said right of way 340.12' feet, thence run South 0 degrees 19 minutes 53 seconds West 173.05 feet to the to the Point of Beginning. AND LESS

From the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 25 East, in Lake County, Florida run thence South 89 degrees 41 minutes 30 seconds East 38 feet; run thence North 0 degrees 28 minutes 10 seconds East 524.73 feet to the Southwesterly corner of a tract of land described in Official Records Book 445, Page 538, Public Records of Lake County, Florida; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 300 feet; thence run North 0 degrees 28 minutes 10 seconds East 100 feet; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 320 feet; thence run North 0 degrees 28 minutes 10 seconds East (a measured bearing of N00°19'53"E) 427.21 feet; thence S 78 degrees 02 minutes 16 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27 a distance of 304.98' feet; thence run North 12 degrees 02 minutes 45 seconds East a distance of 169.50' feet to the Southerly line of right of way of U.S. Highway No. 27; thence run South 78 degrees 02 minutes 16 seconds East along said right of way 60.00' feet to the Point of Beginning, thence run South 12 degrees 02 minutes 45 seconds West 180.40 feet; thence South 78 degrees 02 minutes 16 seconds East a distance of 306.48' feet more or less, to the East line of the Southeast 1/4 of the Southwest 1/4 of the said Section 22, thence run North 0 degrees 46 minutes 40 seconds East to the Southerly right of way of U.S. Highway No. 27, a distance of 183.89 feet; thence North 78 degrees 02 minutes 16 seconds West along said South right of way line a distance of 270.55' feet to the Point of Beginning.
20.242± Acres for Parcel 3

HARRISON SURVEYING AND MAPPING, INC.

HSM

PROFESSIONAL SURVEYORS AND MAPPERS
Certificate of Authorization #LB 6948

32529 Okaloosa Trail
Sorrento, Florida 32776
Phone: (352) 735-1263

JOB NO. 06-2920d Sheet 2 of 6

NOTE:

NO OTHER IMPROVEMENTS THAN WHAT HAS BEEN SHOWN HAVE BEEN LOCATED AT THE CLIENTS REQUEST. THE INDIVIDUAL LOTS AS SHOWN MAY OR MAY NOT MATCH THE LOCATION OF INDIVIDUAL LOT IMPROVEMENTS.

DRAWING: 06-2920d.DWG SURVEY DATE: 12/11/06

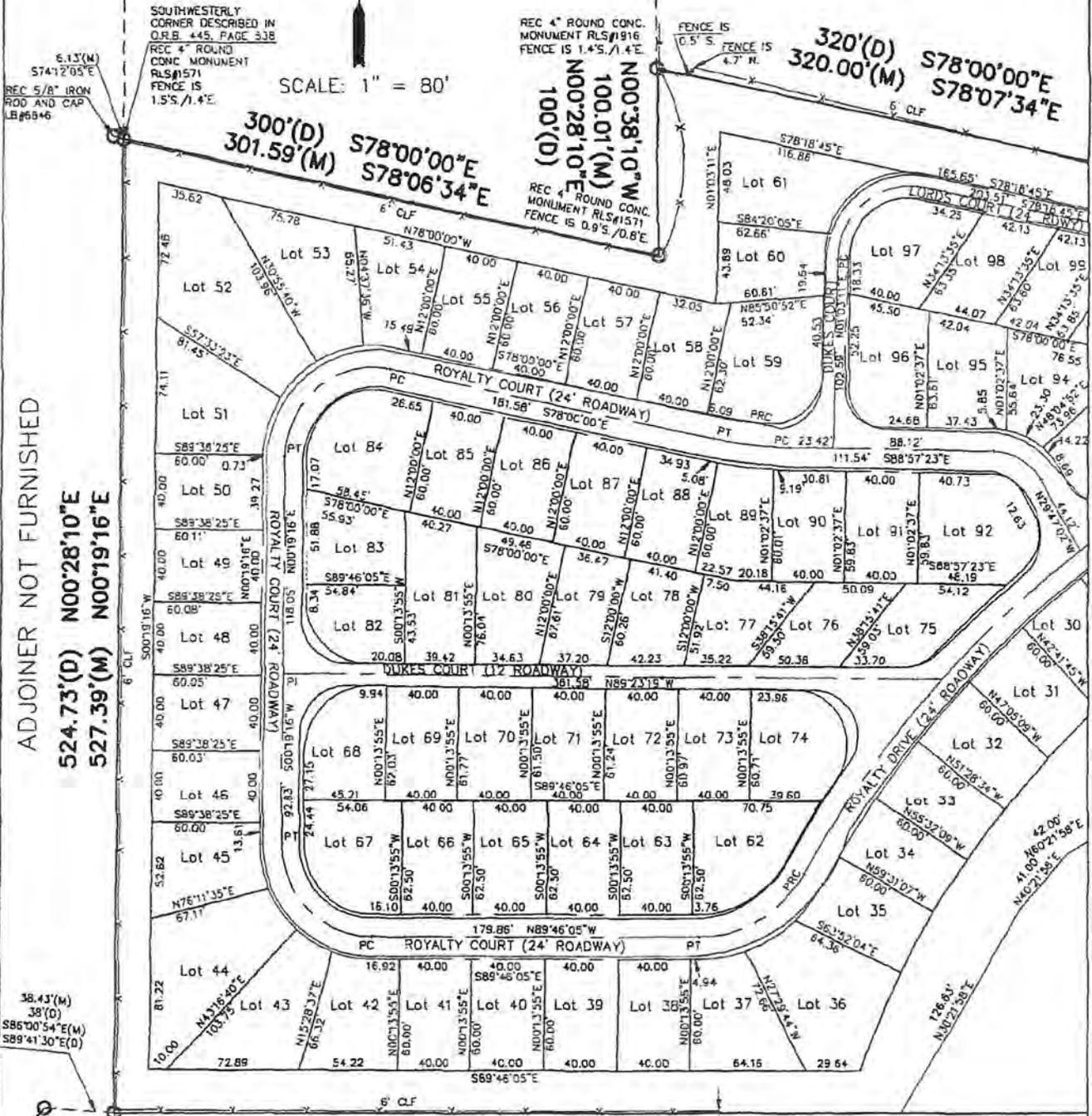
PREPARED BY: DOUGLAS WILLIS (HARRISON SURVEYING)

PLOT PLAN

ROLLING RIDGE RV RESORT, a CONDOMINIUM



SCALE: 1" = 80'



ADJOINER NOT FURNISHED

524.73'(D) N00°28'10"E
527.39'(M) N00°19'16"E

38.43'(M)
38'(D)
S86°00'54"E(M)
S89°41'30"E(D)

POC
SW CORNER OF SE 1/4,
SW 1/4, SECTION 22-21-25
REC 5/8" IRON ROD
& CAP LB#2966

POB
PARENT PARCEL & PARCEL 3
REC 1/2" IRON ROD
AND CAP PS#4264
FENCE IS 1.5"N./1.5"E

ADJOINER NOT FURNISHED

FENCE IS
1.0' NORTH

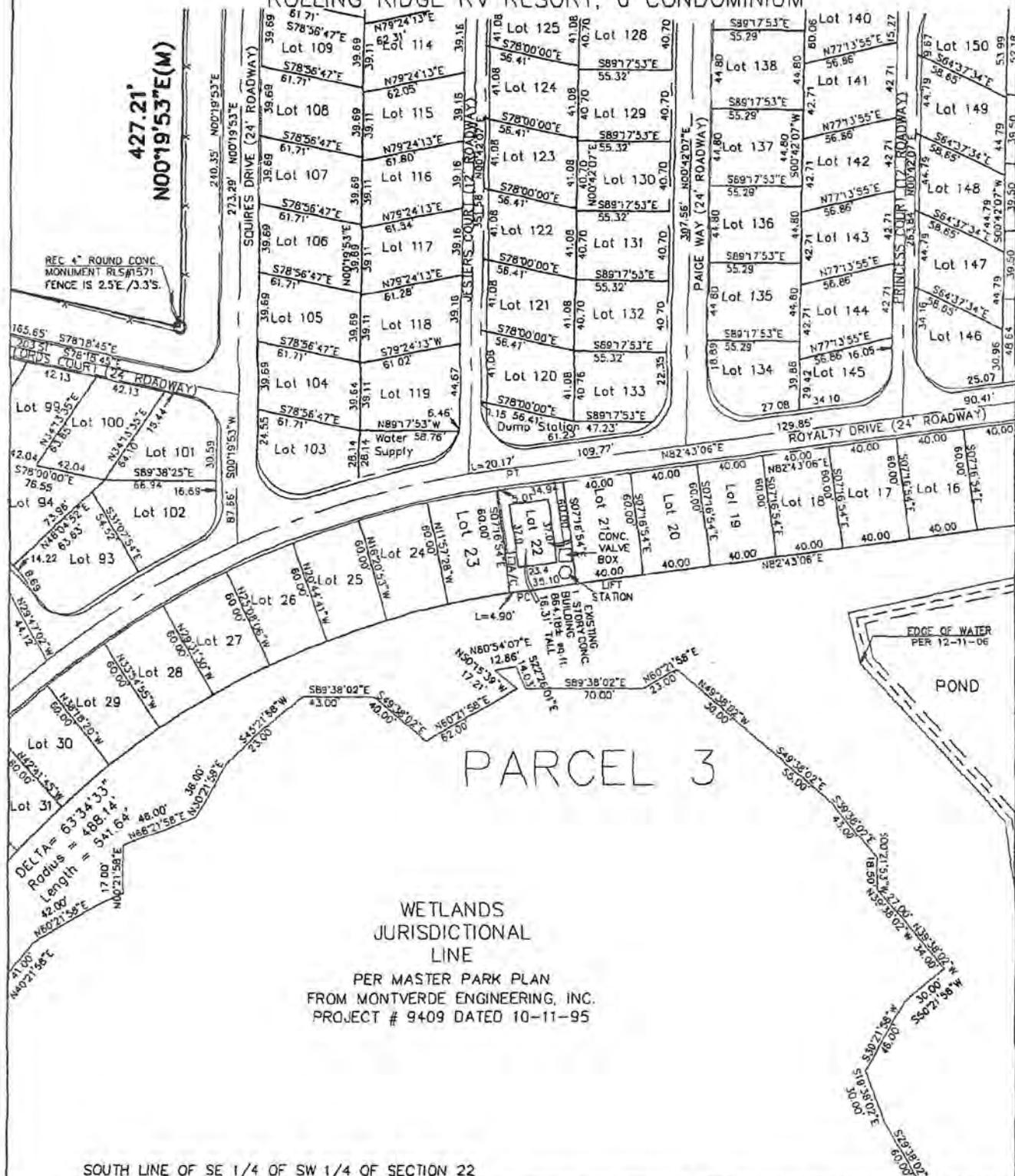
NOTE:
NO OTHER IMPROVEMENTS THAN WHAT HAS BEEN SHOWN HAVE
BEEN LOCATED AT THE CLIENTS REQUEST. THE INDIVIDUAL LOTS
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INDIVIDUAL LOT IMPROVEMENTS.

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JOB NO. 06-2920d Sheet 3 of 6

| | |
|--|-----------------------|
| DRAWING: 06-2920d.DWG | SURVEY DATE: 12/11/06 |
| PREPARED BY: DOUGLAS WILLIS (HARRISON SURVEYING) | |

PLAT PLAN

ROLLING RIDGE RV RESORT, a CONDOMINIUM



PARCEL 3

WETLANDS
JURISDICTIONAL
LINE
PER MASTER PARK PLAN
FROM MONTVERDE ENGINEERING, INC.
PROJECT # 9409 DATED 10-11-95

SOUTH LINE OF SE 1/4 OF SW 1/4 OF SECTION 22

1256.60'(M) N89°48'14"W
1268.82'(D) N89°41'30"W

ADJOINER NOT FURNISHED

HARRISON SURVEYING AND MAPPING, INC.

HSM INC.

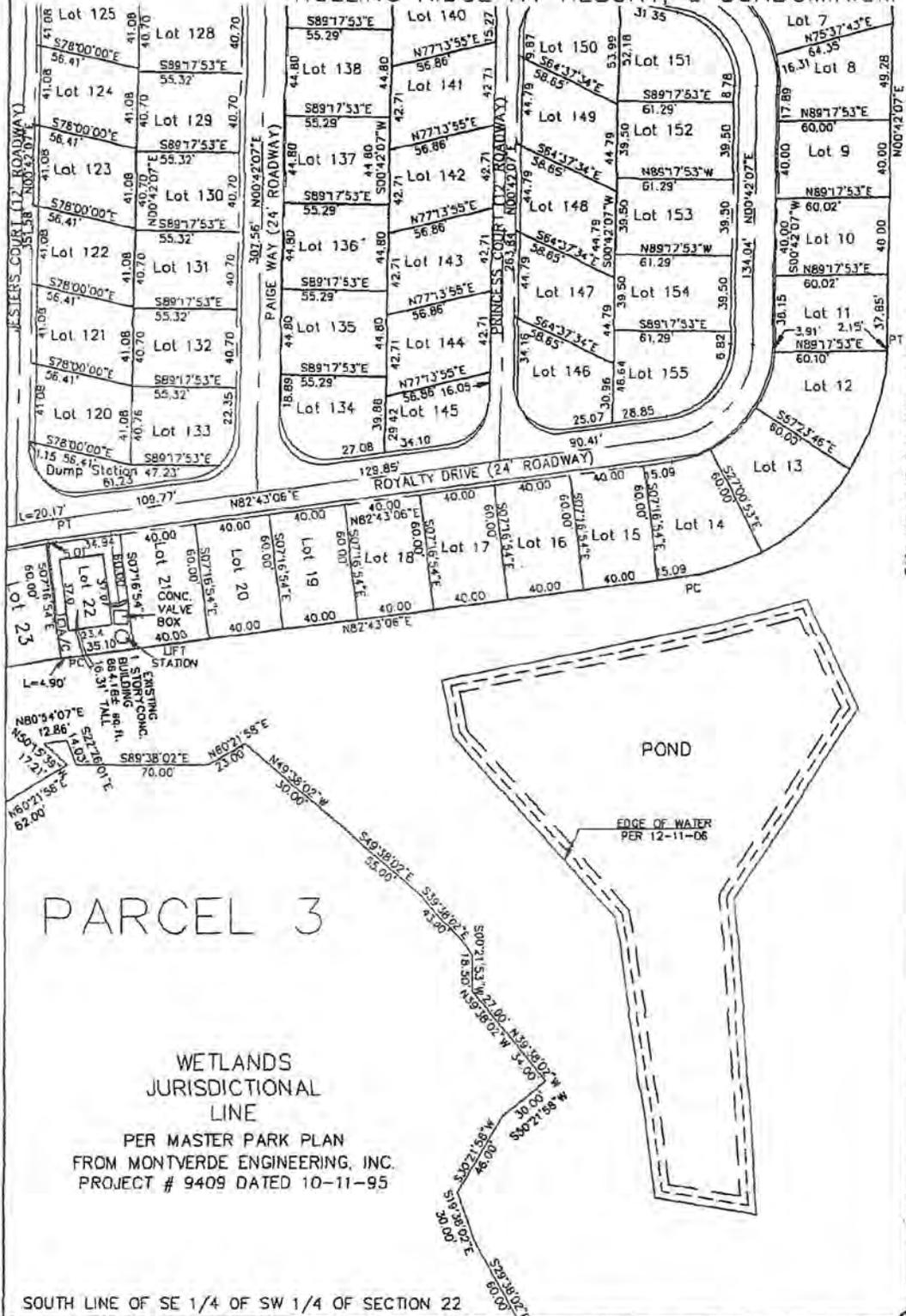
PROFESSIONAL SURVEYORS AND MAPPERS
Certificate of Authorization #LB 6948
32529 Okaloosa Trail
Sorrento, Florida 32776
Phone: (352) 735-1263
JOB NO. 06-2920d Sheet 4 of 6

NOTE:
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| | |
|--|-----------------------|
| DRAWING: 06-2920d.DWG | SURVEY DATE: 12/11/06 |
| PREPARED BY: DOUGLAS WILLIS (HARRISON SURVEYING) | |

PLOT PLAN

ROLLING RIDGE RV RESORT, a CONDOMINIUM



PARCEL 3

WETLANDS
JURISDICTIONAL
LINE
PER MASTER PARK PLAN
FROM MONTVERDE ENGINEERING, INC.
PROJECT # 9409 DATED 10-11-95

SOUTH LINE OF SE 1/4 OF SW 1/4 OF SECTION 22

1256.60'(M) N89°48'14"W
1268.82'(D) N89°41'30"W

ADJOINER NOT FURNISHED

EAST LINE OF SE 1/4 OF SW 1/4 OF SECTION 22
 781.13'
 965.03'(M)
 980.98'(D)
 FENCE IS 2.6' EAST
 500°46'40"W OVERALL
 500°52'20"W OVERALL
 S00°46'40"W
 5' CLF

ADJOINER NOT
FURNISHED

SE CORNER OF SE 1/4
OF SW 1/4 OF SECTION 22
REC 3/4" IRON
PIPE NO. 1.D.

NOTE:
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AS SHOWN MAY OR MAY NOT MATCH THE LOCATION OF
INDIVIDUAL LOT IMPROVEMENTS.

HARRISON SURVEYING AND MAPPING, INC.

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JOB NO. 06-2920d Sheet 5 of 6

HSM

DRAWING: 06-2920d.DWG SURVEY DATE: 12/11/06
PREPARED BY: DOUGLAS WILLIS (HARRISON SURVEYING)

EXHIBIT "B"
ADDITIONAL EASEMENTS

[attached hereto]

**SCHEDULE OF EASEMENTS
ROLLING RIDGE RV RESORT, A CONDOMINIUM**

1. Distribution Easement by and between Dale A. DeWitt and Florida Power Corporation recorded May 28, 1996 in Official Records Book 1439, Page 1831, Public Records of Lake County, Florida.
2. Water and Sewer Service Agreement for the Sunshine Parkway System recorded July 23, 1994 in Official Records Book 1309, Page 629, Public Records of Lake County, Florida.
3. Access Easement Agreement by and between Rolling Ridge RV Resort Condominium Association, Inc., a Florida not for profit corporation and Odyssey Residential (Royal) II, LLC recorded November 28, 2011, in Official Records Book 4097, Page 1422, Public Records of Lake County, Florida.
4. Amended and Restated Access Easement Agreement by and between Rolling Ridge RV Resort Condominium Association, Inc., a Florida not for profit corporation and Odyssey Residential (Royal) II, LLC recorded December 20, 2011, in Official Records Book 4106, Page 975, Public Records of Lake County, Florida.
5. Reciprocal Easement Agreement by Rolling Ridge RV Resort Condominium Association, Inc., a Florida not for profit corporation and Odyssey Residential (Royal) II, LLC. Recorded December 20, 2011, in Official Records Book 4106, Page 989, Public Records of Lake County, Florida.