PROSPECTUS

FOR

THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY

THIS PROSPECTUS CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

THE CONDOMINIUM WILL BE CREATED AND UNITS WILL BE SOLD IN FEE SIMPLE INTERESTS.

For further information, see the subsection hereof entitled "Description of Condominium"

RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS, THE CONDOMINIUM ASSOCIATION OR THE SHARED FACILITIES ELEMENT OWNER.

For further information with respect to the Condominium, see Section 9 of the Declaration of Condominium attached hereto as Exhibit "A"; with respect to the Shared Facilities (as defined in the Master Covenants) see the Declaration of Covenants, Restrictions and Easements for Longboat Key Resort & Residences (the "Master Covenants"), attached hereto as Exhibit "F".

THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

For further information, see the subsection hereof entitled "Leasing of Developer - Owned Units", and Section 17.8 of the Declaration of Condominium attached hereto as Exhibit A.

THERE IS TO BE A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY AND SHARED FACILITIES WITH SHERATON OPERATING CORPORATION.

For further information, see the subsection hereof entitled "Management of the Condominium Property".

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE CONDOMINIUM ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

For further information, see Section 718.301, Florida Statutes, and Section 4.15 of the By-Laws of the Condominium Association, a copy of which By-Laws is set forth as Exhibit "3" to the Declaration of Condominium attached hereto as Exhibit A.

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

For further information, see Sections 17.1 and 17.8 of the Declaration of Condominium attached hereto as Exhibit A.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

See Estimated Operating Budgets, attached hereto as Exhibit "B".

THERE IS A LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE MAINTENANCE, OPERATION, UPKEEP AND REPAIR OF THE COMMON ELEMENTS AND SHARED FACILITIES, ALL AS DEFINED IN THE DECLARATION OF CONDOMINIUM AND THE MASTER COVENANTS. THE FAILURE TO MAKE THESE PAYMENTS, MAY RESULT IN FORECLOSURE OF THE LIEN ON THE INDIVIDUAL UNITS AS WELL AS ANY PROPERTY OF THE CONDOMINIUM ASSOCIATION. THE LIEN RIGHTS OF THE SHARED FACILITIES MANAGER ARE NON-STATUTORY, PRIVATE LIEN RIGHTS CREATED AND GRANTED IN THE DECLARATION OF CONDOMINIUM AND/OR THE MASTER COVENANTS.

THE CONDOMINIUM IS GOVERNED BY, AND SUBJECT TO THE MASTER COVENANTS. THERE IS NO RECREATION LEASE OR LAND LEASE ASSOCIATED WITH THIS CONDOMINIUM; HOWEVER, EACH UNIT OWNER (EITHER DIRECTLY OR THROUGH THE CONDOMINIUM ASSOCIATION) WILL BE ASSESSED FOR A SHARE OF THE EXPENSES RELATING TO THE OPERATION, MAINTENANCE, UPKEEP AND REPAIR OF THE SHARED FACILITIES, ALL AS DEFINED IN THE MASTER COVENANTS.

THE SHARED FACILITIES MANAGER HAS A LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE MAINTENANCE, OPERATION, UPKEEP AND REPAIR OF THE SHARED FACILITIES, ALL AS DEFINED IN THE MASTER COVENANTS.

See the Declaration of Condominium, attached hereto as Exhibit “A” and the Master Covenants, attached hereto as Exhibit “F”

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PART 1

SUMMARY OF CERTAIN ASPECTS OF THE OFFERING

1. Description of Condominium

(a) The name of the condominium is **THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY** (the "Condominium"). The Condominium is located or to be located at approximately 1620 Gulf of Mexico Drive, Longboat Key, FL. **S.R. LBK, LLC, a Florida limited liability company** (the "Developer"), is the owner of the unsold Units in the Condominium which are being offered for sale pursuant to this Prospectus. The Condominium will consist of four buildings containing a total of sixty-nine (69) Units. The Armand Building is intended to contain nineteen (19) Units. The Bateau Building is intended to contain twenty (20) Units. The Champagne Building is intended to contain thirty (30) Units. The Amenities Building is intended to contain only Common Elements. The number of bedrooms and bathrooms in each Unit in the Condominium is set forth on Schedule "A" attached hereto.

(b) The Condominium will consist only of the Units described herein and the Common Elements described in the Declaration of Condominium attached hereto as Exhibit "A". All recreational or other commonly used facilities serving the Condominium, including all parking facilities serving the Condominium will be part of the Shared Facilities (as defined in the Master Covenants), all as more particularly described in the Master Covenants and this Prospectus.

(c) The estimated latest date of completion of the construction, finishing and equipping of the Condominium (but not necessarily any of the improvements included in the Shared Facilities or on The Properties, as defined in the Master Covenants) is as set forth in the Purchase Agreement pursuant to which purchaser is to acquire a Unit (the "Agreement"), the form of which is attached to this Prospectus as Exhibit "C". The estimated completion date is Developer's present estimate and is neither a representation nor a warranty that construction of the Unit will be completed by that date and the actual completion date may be substantially different. Construction of the Unit is subject to and may be extended by Developer due to delays, including, but not limited to, delays caused by work stoppages, the unavailability of labor or material, the unavailability of mortgage financing, acts of governmental authorities and courts of law, acts of God, flood, hurricane, and other matters. That date is given as an estimate only, and, except only as may be provided in the Agreement to the contrary, Developer shall not be liable for any damages resulting from its substantial completion of the Condominium either before or after that date. Developer shall only be bound by any completion obligations set forth in the applicable Agreements signed by the Developer.

(d) Purchaser understands and agrees that the Hotel need not be completed and/or operational at the time that the Unit is complete and Purchaser is required to close. The existence of the Hotel and/or operation of the Hotel is not a condition to Purchaser's obligations under the Agreement, nor is Purchaser's obligation to close contingent upon the existence of the Hotel or the Hotel being operational. Developer's current schedule anticipates (without creating any obligation) that the Hotel will open approximately six (6) months following the completion of the Unit. The foregoing estimate is for convenience only and shall not create any obligation on Developer to complete the Hotel at all, of if so, at any particular time. Unless and until the Hotel is open, Purchaser understands and agrees that there will be no ability to obtain any services (if any) offered by the Hotel and no such services will be available.

(e) **THE CONDOMINIUM WILL BE CREATED AND UNITS WILL BE SOLD IN FEE SIMPLE INTERESTS**.

2. The Project

(a) The Condominium is part of a larger resort community to be referred to as Longboat Key Resort & Residences (the "Longboat Key Project" or the "Project"). The Longboat Key Project is anticipated to include a Hotel Element, from which it is intended that a Hotel and various hotel related facilities and retail areas will be operated, the Residential Element, upon which the Condominium will be developed and a Shared Facilities Element, which is intended to include certain project amenities and infrastructure.

(b) It is intended that the Shared Facilities will serve and/or be made available to, as applicable, all Elements, including the Residential Element which is the Element in which the Condominium is being created. The Shared Facilities are described in greater detail in the Master Covenants. The Shared Facilities are not a part of the Condominium, but rather are a part of the Shared Facilities Element (whether or not contained within the legal description of any other Element now or hereafter submitted to the Master Covenants). The Shared Facilities consist generally of all improvements located upon, or contained within the Shared Facilities Element, plus all property designated as Shared Facilities in the Master Covenants or any future recorded supplemental declaration. The Shared Facilities shall be governed, operated, managed, maintained and repaired by the Shared Facilities Manager, and as set forth in the Master Covenants, rights have been reserved for use of the Shared Facilities by outside users (persons who are not Owners, or guests, tenants or invitees of Owners) and/or for portions of the Shared Facilities to be closed for use by Unit Owners to accommodate private events for the Hotel. For a description of these rights, see the Master Covenants.

(c) **THE CONDOMINIUM IS GOVERNED BY, AND SUBJECT TO THE MASTER COVENANTS. THERE IS NO RECREATION LEASE OR LAND LEASE ASSOCIATED WITH THIS CONDOMINIUM; HOWEVER, EACH UNIT OWNER (EITHER DIRECTLY OR THROUGH THE CONDOMINIUM ASSOCIATION) WILL BE ASSESSED FOR A SHARE OF THE EXPENSES RELATING TO THE OPERATION, MAINTENANCE, UPKEEP AND REPAIR OF THE SHARED FACILITIES, ALL AS DEFINED IN THE MASTER COVENANTS.**

See the Master Covenants.

(d) **THE SHARED FACILITIES MANAGER HAS A LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE MAINTENANCE, OPERATION, UPKEEP AND REPAIR OF THE SHARED FACILITIES, ALL AS DEFINED IN THE MASTER COVENANTS.**

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Each Owner understands and agrees that it shall not be entitled to, nor shall it exercise any voting rights in matters relating to the Shared Facilities. See the Master covenants for further details.

(e) The development, operation and use of The Project are governed by and shall be subject to, the terms, conditions, limitations and provisions of the Development Approvals and Project Encumbrances, copies of which are attached hereto as Exhibit "H".

3. Recreational and Certain Other Commonly Used Facilities Intended to be Constructed Within the Shared Facilities Element

(a) The following facilities are intended to be included within the Shared Facilities. Except as provided herein or in the Master Covenants to the contrary, the Shared Facilities may be used by Owners of Units in the Condominium, all other Elements, any guests of any hotel operated from the Hotel Element, and by each of their guests, tenants and invitees. Notwithstanding the foregoing, as set forth above, rights have been reserved for use of the Shared Facilities by outside users (persons who are not Owners, or guests, tenants or invitees of Owners) and/or for portions of the Shared Facilities to be closed for use by Unit Owners from time to time to accommodate private events for the Hotel. The recreational or other commonly used facilities which are currently intended to be included as part of the Shared Facilities are the following (all to be located on designated portions of the Shared Facilities Element):

FACILITY AND ITS LOCATION	APPROXIMATE SIZE	APPROXIMATE CAPACITY
Mid-Level Pool (Heated) (Resort Grounds)	4,499 sq. ft. with depth from 3 ft. to 8 ft.	100 persons
Mid-Level Spa (Heated) (Resort Grounds)	214 sq. ft. with depth from 2 ft. to 4 ft.	14 persons
Salt Water Pool (Unheated) (Resort Grounds)	11,508 sq. ft. with depth from 3 ft. to 8 ft.	500 persons
Meandering River (Heated) (Resort Grounds)	8,247 sq. ft. with depth from 3 ft. to 8 ft.	300 persons
Outdoor Hotel Spa Pool (Heated) (Resort Grounds)	1,668 sq. ft. with depth from 3 ft. to 8 ft.	45 persons
Outdoor Hotel Spa next to Spa Pool (Heated) (Resort Grounds)	125 sq. ft. with depth from 2 ft. to 4 ft.	8 persons
Pool Deck (Resort Grounds)	126,987 sq. ft.	1,000 persons
Event Lawn (North of Hotel on Resort Grounds)	8,500 sq. ft.	355 persons
Beach Event Lawn (Resort Grounds)	9,300 sq. ft.	750 persons
Resort Beach Area (Resort Grounds)	39,590 sq. ft.	525 persons
Dog Walking Path	5,197 sq. ft.	N/A
Residential Pool (Heated) (Resort Grounds – **Part of RSF**)	1,286 sq. ft. with depth from 3 ft. to 8 ft.	35 persons

Residential Spa (Heated) (Resort Grounds – **Part of RSF**)	166 sq. ft. with depth from 2 ft. to 4 ft.	10 persons

(a) The facilities described above are intended to be constructed and are anticipated to be completed within six (6) months following the Estimated Completion Date set forth in the Agreement, subject to Force Majeure. The design, commencement and progress of any such construction, however, will be in the sole discretion of the Declarant.

(b) The measurements reflected in the chart above are approximate and based on preliminary development plans and are subject to change in the sole discretion of the Developer.

(c) The maximum number of Units which may be located within the Condominium at the time any of the above-described facilities may be constructed will not exceed 69, however, as set forth above, the facilities are intended to be made available for use by the Hotel Element Owner and its guests, tenants and invitees, as well as certain outside users.

(d) The Declarant intends to expend at least $150,000.00 to provide certain personal property in and around these facilities (to be selected in the sole and absolute discretion of Declarant). The facilities described-above are part of the Shared Facilities and the costs of operating, maintaining, insuring, repairing, replacing and/or altering same are part of the Shared Facilities Costs.

(e) The facilities described above that are denoted as part of the "RSF" are Residential Shared Facilities. The Residential Shared Facilities will be made available only to the Unit Owners and their guests, tenants and invitees. The Residential Shared Facilities are considered part of the Shared Facilities, however the portion of the Shared Facilities Costs attributable to the Residential Shared Facilities shall be borne solely by the Unit Owners.

4. Recreational and Certain Other Commonly Used Facilities Intended to be Constructed Within the Common Elements of the Condominium

(a) The following recreational and other commonly used facilities listed below are intended to be constructed within the Condominium Property and are intended to be used exclusively by Owners of Units in the Condominium, and their guests, tenants and invitees. The facilities are currently intended to include the following (all to be located on designated portions of the Condominium Property):

FACILITY AND ITS LOCATION	APPROXIMATE SIZE	APPROXIMATE CAPACITY
Building A & B Shared Lobby (Ground Level Building A & B)	2,103 sq. ft.	Transient Space
Building C Lobby (Ground Level Building C)	2,101 sq. ft.	Transient Space
Residential Amenity Building, including fitness areas (Resort Grounds)	3,770 sq. ft.	76 persons

(b) The facilities described above are intended to be constructed and are anticipated to be available for use within six (6) months following the closing on the purchase of the Unit. The design, commencement and progress of any such construction, however, will be in the sole discretion of the Developer.

(c) The measurements reflected in the chart above are approximate and based on preliminary development plans and are subject to change in the sole discretion of the Developer.

(d) The maximum number of Units which may be located within the Condominium Property at the time any of the above-described facilities may be constructed will not exceed 69. The Developer intends to expend at least $50,000.00 to provide certain personal property in and around these facilities (to be selected in the sole and absolute discretion of Developer). The facilities described-above are part of the Common Elements and the costs of operating, maintaining, insuring, repairing, replacing and/or altering same are part of the Common Expenses.

5. Expansion of Recreational Facilities

(a) **RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS, THE CONDOMINIUM ASSOCIATION OR THE SHARED FACILITIES ELEMENT OWNER**.

See Section 9.3 of the Declaration of Condominium and Section 2 of the Master Covenants for further details.

(b) With respect to the Condominium Property, the Developer reserves the right at any time to provide or expand any of the recreational facilities located on the Condominium Property as the Developer deems appropriate. The consent of the Unit Owners or the Condominium Association shall not be required for any such construction or expansion or modification. If a determination is made by the Developer to construct additional facilities and/or to expand or modify existing facilities, the cost of such construction or expansion or modification shall be borne exclusively by the Developer. The Developer is not obligated, however, to so expand the facilities or provide additional facilities.

(c) The Shared Facilities Element Owner, with respect to the Shared Facilities, reserves the right at any time to eliminate, provide, alter or expand any of the facilities of the Shared Facilities Element as the Shared Facilities Element Owner deems appropriate. The consent of the Unit Owners or the Condominium Association shall not be required for any such construction, expansion or other determination. If a determination is made by the Shared Facilities Element Owner to construct additional facilities and/or to expand or modify existing facilities, the cost of any such construction or expansion or modification shall be borne exclusively by the Shared Facilities Element Owner. The Shared Facilities Element Owner is not obligated, however, to so expand any facilities or provide additional facilities.

6. Leasing of Developer-Owned Units

(a) **THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE**.

See Section 17.8 of the Declaration of Condominium for further details.

(b) While the Developer's primary interest is in selling the Units, the Developer expressly reserves the right to commence and engage in a program of renting or leasing unsold Units upon such terms as Developer shall approve and as permitted by the Act and the rules promulgated thereunder. In the event any Unit is sold prior to the expiration of the term of a lease (which may occur during an indefinite period), title to such Unit (or Units) will be conveyed subject to the lease (or leases) and purchasers will succeed to the interests of the applicable lessor. If any Unit is sold subject to a lease, a copy of the executed lease will be attached to the Agreement in accordance with the terms of Section 718.503(1)(a)(4), Florida Statutes. If a Unit has been previously occupied, the Developer will so advise a prospective purchaser, in writing, prior to the time that the purchaser is requested to execute an Agreement, if required by law.

7. Management of the Condominium Property and Shared Facilities

(a) **THERE IS TO BE A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY AND SHARED FACILITIES WITH SHERATON OPERATING CORPORATION.**

(b) A copy of the Management Agreements for the Condominium Association and the Shared Facilities are attached hereto as part of Composite **Exhibit "G"**.

(c) An agreement has been reached with SHERATON OPERATING CORPORATION, a Delaware corporation (the "Management Company") for the Management Company to manage the Condominium Association and the Common Elements ("Condominium Management Agreement") and a separate agreement has been reached with the Management Company to manage the Shared Facilities ("Shared Facilities Management Agreement"). Collectively, the Condominium Management Agreement and the Shared Facilities Management Agreement are referred to as the "Management Agreements", and individually, each is a "Management Agreement". The Management Company is not an affiliate of the Developer or the Shared Facilities Element Owner.

(d) The initial term of each of the Management Agreements is for a period of thirty (30) years. Under the Condominium Management Agreement, the Condominium Association pays all actual costs of operating and maintaining the Condominium Property and the Management Company is to be paid a management fee and other compensation by the Condominium Association, as more particularly set forth in the Condominium Management Agreement. The Management Fee is set forth in Section 6 of the Condominium Management Agreement. The Condominium Management Fee for the first Fiscal Year shall be the greater of ten percent (10%) of the Association's annual budget or Two Thousand Five Hundred Fifty-Five and 00/100 Dollars ($2,555.00) per Unit, plus reimbursement of costs. Thereafter, the Condominium Management Fee for each Fiscal Year shall be increased in each subsequent year by five percent (5%) over the prior Fiscal Year subject to the limitations set forth in the Condominium Management Agreement. The applicable fees under the Condominium Management Agreement are part of the Common Expenses of the Condominium that are included in the Assessments payable by Unit Owners. Under the Shared Facilities Management Agreement, the Shared Facilities Element Owner pays all actual costs of operating and maintaining the Shared Facilities and the Management Company is to be paid a management fee and other compensation by the Shared Facilities Element Owner, as more particularly set forth in the Shared Facilities Management Agreement. The Shared Facilities Management Fee is set forth in Section 5 of the Shared Facilities Management Agreement. The Shared Facilities Management Fee for the first Fiscal Year shall be Ten Thousand and 00/100 Dollars ($10,000.00), allocable to the general Shared Facilities, and One Thousand and 00/100 ($1,000.00), allocable to the Residential Shared Facilities. Thereafter, the Shared Facilities Management Fee for each Fiscal Year shall be increased in each subsequent year by five percent (5%) over the prior Fiscal Year subject to the limitations set forth in the Shared Facilities Management Agreement. The applicable fees under the Shared Facilities Management Agreement are part of the Shared Costs that are included in the Assessments payable under the Master Covenants.

(e) The Management Company's duties are set forth in the Management Agreements and include the following (all as more fully described in the Management Agreements): coordinating and supervising personnel; providing accounting and clerical services; collecting on behalf of the Association and/or Shared Facilities Manager all assessments; maintaining the Common Elements and Shared Facilities, as well as others. Among other things, the Condominium Management Agreement provides that the Management Company intends to provide the following services for the Condominium, as depicted in the Condominium Management Agreement, all of which may be modified by the Management Company from time to time:

(i) "Base Concierge Services" includes hotel type concierge services. The Management Company shall provide Base Concierge Services at the Association's cost as a Common Expense. There will be no reduction in the

management fee payable under the Condominium Management Agreement due to the cessation for any reason of any Base Concierge Services, so long as reasonably similar services continue to be provided.

(ii) Valet Parking Services. The Management Company may provide valet parking services for Unit Owners and/or Unit tenants. Unit Owners and/or Unit tenants shall be assessed a valet parking fee to cover the cost of the valet parking service.

(iii) Additional Services. The Management Company agrees to make available to each Unit Owner certain additional services for which no price list is established (collectively, "Additional Services"). Each Unit Owner will pay the Management Company directly for all costs and expenses associated with providing and billing for the Additional Services to that Unit Owner, on a monthly basis; the Management Company shall have no responsibility for costs and expenses thereof, nor shall any such costs be a Common Expense.

(f) To the extent permitted by law, so long as either of the Management Agreements is in effect, references herein to the Association and/or Shared Facilities Manager shall also be deemed to refer to the Management Company to the extent that the Management Company has been delegated the authority to act on behalf of the Association and/or Shared Facilities Manager pursuant to the applicable Management Agreement. Nothing herein shall be deemed to divest the Association of its powers and duties under the Act and/or the Declaration.

(g) The Management Company is also the entity (or affiliated with the entity) that is operating the hotel located adjacent to the Condominium.

(h) Further, so long as the Condominium Management Agreement is in effect, the Condominium shall have the right to be known as "The Residences at the St. Regis, Longboat" or by any other name as may be approved by Management Company. Use of the St. Regis Marks (as defined below) shall be limited to (i) use of the approved name on signage on or about the Condominium by Management Company, and (ii) textual use of the approved name by the Board of Directors, Association and executive committee, individual Unit Owners, and their agents, solely to identify the address of the Condominium or the Units. No other use of the St. Regis Marks will be permitted. All uses of the St. Regis Marks in relation to the Condominium, the Building and the Units, including the approved name, are subject to removal and must cease upon the expiration or termination of the Condominium Management Agreement.

(i) The Condominium Management Agreement, in addition to the means of termination which may be provided in the agreement, may be cancelled by Unit Owners pursuant to the Condominium Act, Florida Statutes, 718.302. Section 718.302(1)(a), Florida Statutes, provides in relevant part that:

> If . . . unit owners other than the developer have assumed control of the association, or if unit owners other than the developer own not less than 75 percent of the units in the condominium, the cancellation shall be by concurrence of the owners of not less than 75 percent of the units other than the units owned by the developer. If a grant, reservation or contract is so cancelled and the unit owners other than the developer have not assumed control of the association, the association shall make a new contract or otherwise provide for maintenance, management or operation in lieu of the cancelled obligation, at the direction of the owners of not less than a majority of the units in the condominium other than the units owned by the developer.

(j) Any fees which may be payable by the Association pursuant to the Condominium Management Agreement shall be part of the Common Expenses of the Condominium that are included in the Assessments payable by Unit Owners. Any fees which may be

payable pursuant to the Shared Facilities Management Agreement shall be part of the Shared Costs that are included in the assessments payable under the Master Covenants.

(k) Currently, other than those contracts, if any, attached hereto as part of composite Exhibit "G", there are no maintenance or service contracts affecting the Condominium having a non-cancellable term in excess of one year. The Condominium Association is empowered at any time and from time to time, to enter into management agreements and/or maintenance and/or service contracts for valuable consideration and upon such terms and conditions as the Board of Directors shall approve without the consent of Unit Owners. Any maintenance and/or service contracts entered into by the Condominium Association may be subject to cancellation by the Condominium Association and by Unit Owners directly in accordance with the aforesaid Section 718.302, Florida Statutes.

(l) The Shared Facilities Element Owner is empowered at any time and from time to time, to enter into maintenance and/or service contracts affecting the Shared Facilities, for valuable consideration and upon such terms and conditions as the Shared Facilities Element Owner shall approve without the consent of the Condominium Association or the Unit Owners. Any such agreement may be entered into with the operator of the Hotel.

8. Transfer of Control of the Association

(a) The initial officers and directors of the Condominium Association are or will all be designees of the Developer.

(b) **THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE CONDOMINIUM ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD**.

See Section 718.301, Florida Statutes, and Section 4.15 of the By-Laws of the Condominium Association, a copy of which By-Laws is set forth as Exhibit "3" to the Declaration of Condominium attached hereto as Exhibit A

(c) Section 718.301(1), Florida Statutes provides that if Unit Owners other than the Developer own 15 percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Condominium Association, the Unit Owners other than the Developer are entitled to elect at least one-third (1/3) of the members of the Board of Administration of the Association. Upon the election of such director(s), the Developer shall forward to the Division of Florida Condominiums, Timeshares and Mobile Homes the name and mailing address of the director(s) elected. Unit Owners other than the Developer are entitled to elect at least a majority of the members of the Board of Administration of the Association upon the first to occur of any of the following:

(i) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(ii) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(iii) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(iv) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;

(v) when the Developer files a petition seeking protection in bankruptcy;

(vi) when a receiver for the Developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after the appointment of the receiver that transfer of control would be detrimental to the Association or its Members; or

(vii) seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e), Florida Statutes, or the recording of an instrument that transfers title to a Unit which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such Unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first.

(d) The Developer is entitled to elect at least one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business 5 percent (5%), in condominiums with fewer than 500 units, and 2 percent (2%), in condominiums with more than 500 units, of the units that will be operated ultimately by the association. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the board of administration.

(e) See Section 718.301, Florida Statutes, and Section 4.15 of the By-Laws of the Association, a copy of which By-Laws is set forth as Exhibit "3" to the Declaration of Condominium attached hereto as Exhibit "A".

(f) The Directors of the Condominium Association designated by the Developer will be replaced by Directors elected by Unit Owners other than the Developer in accordance with the applicable provisions of the Florida Condominium Act, Section 718.301, Florida Statutes and Section 4.15 of the Bylaws.

9. Restrictions on Use of Units and Common Elements and Alienability

The following is a summary of certain of the restrictions which affect the Units. To the extent permitted by the Act, **the Developer and certain related parties are exempt from these restrictions.**

(a) Occupancy. Each Unit shall be used as a residence and/or home office only, except as otherwise expressly provided, all in accordance with, and only to the extent permitted by, applicable Town, County, State and Federal codes, ordinances and regulations. Home office use of a Unit shall only be permitted to the extent permitted by law and to the extent that the office is not staffed by employees, is not used to receive clients and/or customers and does not generate additional visitors or traffic into the Unit or on any part of the Condominium Property. These provisions shall not be applicable to Units used by the Developer, which it has the authority to do without Unit Owner consent or approval, and without payment of consideration, for model apartments, guest suites, sales, re-sales and/or leasing offices and/or for the provision of management, construction, development, maintenance, repair and/or financial services, but any such uses shall be subject to and consistent with any applicable provisions in the Management Agreement or any of the other Brand Agreements.

(b) Children. Children shall be permitted to occupy Units. See Section 17.2 of the Declaration of Condominium for further details.

(c) Pet Restrictions. Domesticated pets may be maintained in a Unit provided that such pets are: (a) permitted to be so kept by applicable laws and regulations, (b) not left unattended on balconies, terraces, patios and/or in lanai areas, (c) generally, not a nuisance to residents of other Units or Elements, (d) not a breed prohibited by applicable law or considered to be dangerous or a nuisance by the Board of Directors (in its sole and absolute discretion), and (e) registered with the Management Company; provided that neither the Developer, Developer's Affiliates, the Management Company, the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Developer, Developer's Affiliates, the Management Company, the Board of Directors, each Unit Owner and the Association in such regard. Dogs and cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Each Owner, or other person with a pet on the Condominium Property shall be responsible for picking up and properly disposing of all excrements. Any landscaping damage or other damage to the Common Elements or Shared Facilities caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefor. A violation of these provisions shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property.

(d) Flags and Window Coverings. Any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than $4^1/_2$ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. Curtains, blinds, shutters, levelors, or draperies (or linings thereof) which face (or are otherwise exposed to) the exterior windows or glass doors of Units shall be white in color and otherwise consistent with the overall appearance and aesthetic of the Building and shall be subject to disapproval by the Shared Facilities Manager, in which case they shall be removed and replaced by the Unit Owner, at such Owner's sole cost, with items acceptable to the Shared Facilities Manager.

(e) Use of Common Elements and Association Property. The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. Each Unit Owner, by acceptance of a deed for a Unit, thereby covenants and agrees that it is the intention of the Developer that the stairwells of the Building are intended primarily for ingress and egress, and as such may be constructed and left unfinished solely as to be functional for said purpose, without regard to the aesthetic appearance of said stairwells.

(f) Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants or members. No activity specifically permitted by the Declaration or the Master Covenants, including, without limitation, activities or businesses conducted from other Elements shall be deemed a nuisance, regardless of any noises and/or odors emanating therefrom (except, however, to the extent that such odors and/or noises exceed limits permitted by applicable law). **Each Unit Owner, by acceptance of a deed or other conveyance of a Unit shall be deemed to understand and agree that inasmuch as Hotel operations (including, without limitation, indoor and outdoor events featuring music) are intended to be conducted within The**

Properties, and inasmuch as commercial operations are intended to be conducted from other Elements, noise, inconvenience and/or other disruptions will occur, including, without limitation, noise and disruptions occurring at the Hotel and private events requiring certain portions of the Shared Facilities to be closed off and/or restricted. Additionally, given the location of the Condominium, and the numerous events hosted in the Town, traffic congestion, late night noise and other inconveniences are likely. By acquiring a Unit, each Unit Owner, for such Unit Owner and its Tenants and other Permitted Users, agrees not to object to the operations of the Hotel, and/or any operations from any of the Elements, which may include, noise, disruption, inconvenience and the playing of music, and agrees to release Developer, the Shared Facilities Element Owner, Shared Facilities Manager, the Hotel Element Owner and the Management Company from any and all claims for damages, liabilities and/or losses suffered as a result of the existence of the Hotel and/or the operations from the Elements, and the noises, inconveniences and disruptions resulting therefrom. FURTHER, EACH UNIT OWNER, BY ACCEPTANCE OF A DEED OR OTHERWISE ACQUIRING TITLE TO A UNIT SHALL BE DEEMED TO UNDERSTAND AND AGREE THAT RESTAURANTS, CAFES, BAKERIES AND/OR OTHER FOOD SERVICE OPERATIONS MAY BE OPERATED WITHIN THE PROPERTIES AND THAT SUCH OPERATIONS MAY RESULT IN THE CREATION OF ODORS WHICH MAY AFFECT ALL PORTIONS OF THE PROPERTIES, INCLUDING THE CONDOMINIUM PROPERTY. ACCORDINGLY, EACH OWNER AGREES (1) THAT SUCH ODORS SHALL NOT BE DEEMED A NUISANCE HEREUNDER, (2) THAT NEITHER THE DECLARANT, THE DEVELOPER, THE HOTEL ELEMENT OWNER, THE MANAGEMENT COMPANY NOR ANY TENANT AND/OR OPERATOR FROM ANY SUCH ELEMENT SHALL BE LIABLE FOR THE EMANATION OF SUCH ODORS AND/OR ANY DAMAGES RESULTING THEREFROM, AND (3) TO HAVE RELEASED DECLARANT, DEVELOPER, DEVELOPER'S AFFILIATES, HOTEL ELEMENT OWNER, SHARED FACILITIES ELEMENT OWNER, SHARED FACILITIES MANAGER, MANAGEMENT COMPANY AND ANY TENANT AND/OR OPERATOR FROM ANY OF THOSE ELEMENTS FROM ANY AND ALL LIABILITY RESULTING FROM SAME. Similarly, inasmuch as the Hotel Element and operations therefrom and/or from other Elements may attract customers, patrons and/or guests who are not members of the Association, such additional traffic over and upon The Properties shall not be deemed a nuisance hereunder.

Nothing shall be done or maintained on any Element which may be or become an annoyance or nuisance to the occupants of other Elements, and no use or operation will be made, conducted or permitted on any part of The Properties which use or operation is clearly incompatible or inimical to the development or operation of The Project in accordance with the Project Standard. Any activity on an Element which interferes with television, cable or radio reception on another Element shall also be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance or otherwise a violation hereof, such dispute or question shall be submitted to Shared Facilities Manager, who shall render a decision in writing, which decision shall be dispositive of such dispute or question. Notwithstanding anything herein contained to the contrary, each Owner, by acceptance of a deed or other conveyance of any portion of The Properties, shall be deemed to understand and agree that The Project (and the Elements within it) is an active environment and is intended to include (without creating any obligation) a hotel, retail, restaurants, parking and other operations that will likely attract a broad and diverse base from among the public. It is hereby confirmed generally that any and all activities typical of such an environment or in any way related to any and all such operations, including any associated noise, traffic congestion and/or other inconveniences, shall not be deemed a nuisance hereunder. There are a number of existing buildings and potential building sites that may developed nearby to, The Project. As such, Owners and their Permitted Users will be affected by construction noise during the construction of The Project and/or other noise that exists in active environments including, but not limited to, vehicle and traffic noise (including loading and unloading of trucks), construction noise from other buildings or building sites, sirens and horns, noise from restaurants and clubs, festivals or other gatherings, loud music, mechanical noise from the Structures within or neighboring The Project and/or, aircraft noise. Additionally, it is intended (without creating any obligation) that

The Project may feature a Hotel, with transient guests and scheduled functions, including, without limitation functions open to the general public. It is hereby confirmed that any and all activities in any way related to such operations and activities shall not be deemed a nuisance hereunder. Other operations at The Properties, such as restaurants, cafes, bakeries and/or other food service operations from the Hotel Element and/or other portions of The Properties, may result in the creation of odors which may affect all portions of The Properties. By acquiring any portion of The Properties, each Owner, for such Owner and its Tenants and other Permitted Users, and its and their successors and/or assigns, agrees (i) that none of the foregoing noises or operations during the day or at night shall be deemed a nuisance hereunder, (ii) not to object to any of the foregoing noises or operations or any other operations associated with the Elements, and (iii) to release Declarant, Shared Facilities Manager, Element Specific Managers and Brand Owner Parties and from any and all claims for damages, liabilities and/or losses suffered as a result of the existence of the operations from the various Elements, and the noises, inconveniences and disruption resulting therefrom.

(g) No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing, neither the Association nor the Management Company shall be liable to any person(s) for its failure to enforce the provisions hereof. No activity specifically permitted by the Declaration or the Master Covenants shall be deemed to be a violation of these provisions.

(h) Leases. No portion of a Unit (other than an entire Unit) may be leased, no Unit may be leased for a period of less than thirty (30) days, and no Unit may be leased through any agent or rental representative other than a Qualified Rental Agent. Further, an Owner shall have no right to lease his or her Unit if, at the commencement of the lease, the Owner is delinquent in the payment of Assessments to the Association or Shared Facilities Manager or has an outstanding Charge or fine. Each lease of a Unit shall be in writing and shall specifically provide that the Association shall have the right to terminate the lease upon default by the Tenant in observing any of the provisions of the Declaration, the Articles of Incorporation or By-Laws, the Master Covenants or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. For purposes hereof, a Unit shall be deemed to be rented or leased (and must comply with the provisions hereof, including, without limitation, the minimum lease term and maximum number of leases provisions and procurement only through a Qualified Rental Agent) if: (i) the occupant of the Unit pays any compensation to the Unit Owner (or his/her/its agent or designee) for the use of the Unit or if the Unit Owner (or his/her/its agent or designee) receives any compensation for allowing the occupancy; or (ii) the occupant is procured, directly or indirectly, through a Qualified Rental Agent. Notwithstanding the foregoing, occupancy of a Unit shall not be procured, directly or indirectly, through any person or entity that is not a Qualified Rental Agent, including without limitation, any type of general solicitation, broker, agent, internet service or application and/or home share service (e.g., VRBO, HomeAway, Airbnb, etc.). The Association shall have the right to establish rules and regulations to best implement the provisions hereof. There shall be a rebuttable presumption that a person occupying a Unit without the Unit Owner (or designated primary occupant of a Unit owned by an entity) and who is not a family member and/or domestic partner of the Unit Owner (or designated primary occupant) shall be deemed to be renting or leasing the Unit. Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that (a) a material condition of the lease shall be the Tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all Exhibits thereto), with the terms and provisions of the Master Covenants and with any and all rules and regulations

adopted by the Association and/or the Shared Facilities Manager from time to time (before or after the execution of the lease and/or any modifications, renewals or extensions of same), and (b) the Association shall have the right to terminate the lease or restrict the Tenant's use of the Common Elements upon default by the Tenant in observing any of the provisions of the Declaration (and all Exhibits thereto), the Articles of Incorporation or By-Laws, or other applicable provisions of any agreement, document or instrument governing the Condominium Property or administered by the Association. A Unit Owner will be jointly and severally liable with the Tenant in its Unit to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of Tenants (as determined in the sole discretion of the Board) and to pay any claim for injury or damage to property caused by the negligence of the Tenant and special Charges may be levied against the Unit therefor. All leases are subordinate to any lien filed by the Association, whether prior or subsequent to such lease. If so required by the Association, a Tenant wishing to lease a Unit shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes. The lease of a Unit for a term of six (6) months or less is subject to a tourist development tax assessed pursuant to Section 125.0104, Florida Statutes. A Unit Owner leasing his or her Unit for a term of six (6) months or less agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, Management Company, the Developer, Developer's Affiliates and all other Unit Owners harmless from and to indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, arising out of the failure of such Unit Owner to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida, the County or the Town with respect to rental payments or other charges under the lease, and such Unit Owner shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or any other tax or surcharge due with respect to rental payments or other charges under the lease.

(i) Weight, Sound and other Restrictions. Unless installed by the Developer or Developer Affiliates, no hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted in Units unless such flooring meets the sound insulation specifications and color requirements, if any (with respect to floor coverings on, balconies, terraces, roof decks, patios, lanais and/or Elevator Vestibules) established from time to time by the Board (as confirmed by the Board's required approval of the specific installation, if any). Even once approved by the Board, the installation of insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and same must be installed prior to the Unit being occupied. Without limiting the generality of the foregoing, without first obtaining the prior written approval of the Board (which may be withheld in its sole and absolute discretion), no floor coverings may be installed on any balcony, terrace, roof deck, patio, lanai and/or Elevator Vestibule. Chipping, grinding and/or bushing of the concrete slab is expressly prohibited, unless otherwise pre-approved in writing by the Board. Prior to the installation of any floor coverings (and insulation and adhesive material therefor) on any balcony, terrace, roof deck, patio and/or lanai, the balcony concrete must first be waterproofed and flood tested. Additionally, the floor coverings (and insulation and adhesive material therefor) installed on any balcony, terrace, roof deck, patio and/or lanai (i) shall not exceed a thickness that will result in the finish level of the balconies, terraces, roof decks, patios and/or lanais being above the bottom of the scuppers or would result in the rails being below the required height (as established by the applicable building code) and/or otherwise diminish the scuppers, (ii) must be installed

so as to eliminate the possibility of efflorescence, and (iii) must be installed with an edge stop or angle stop (or equivalent) at the inside of the balcony railing. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the Building. All areas within a Unit, unless containing floor coverings installed by the Developer or to receive floor covering meeting the sound insulation specifications established from time to time by the Board, are to receive sound absorbent, less dense floor coverings, such as carpeting. The Board will have the right to specify the exact material to be used on balconies, terraces, roof decks, patios and/or lanais, and no floor coverings may be installed on a balcony, terrace or roof deck which would interfere with or block weep holes or exceed the height of sliding glass door tracks or otherwise compromise the waterproofing systems of the Building, including without limitation, any caulkings and/or coatings. The Board shall have the right to specify the exact material to be used on balconies, terraces, roof decks, patios and/or lanais. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. In that regard, no Unit Owner shall install floor covering on any balcony, patio, terrace, roof deck and/or lanai in a manner that would compromise the roofing materials and/or waterproofing membranes of the Building or void any existing vendor warranties. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. **Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a multi-story building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. Neither the Developer, the Association nor the Management Company make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.**

(j) Mitigation of Dampness and Humidity. No Unit Owner shall install, within his, her or its Unit, or upon the Common Elements or Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board, masonry block or concrete wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the Unit's air conditioning system to maintain the Unit temperature, whether or not occupied, at 78°F or less, to minimize humidity in the Unit. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that neither Developer, the Association, Shared Facilities Manager, Management Company nor any of Developer's third party consultants, including, without limitation, Developer's architect, shall be responsible, and hereby all such parties hereby disclaim any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees and/or the pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility, at the Unit Owner's expense, to (i) keep the Unit clean, dry, well-ventilated and free of contamination; (ii) properly operate any plumbing leak monitoring system serving the Unit, including any automatic value shut-off system and alarm notification system connected thereto; (iii) retain a licensed contractor to conduct quarterly inspections of the plumbing leak monitoring system, fan coil units and HVAC equipment within the Unit; (iv) provide copies of such inspections to the Association within seven days of each such inspection; and (v) promptly perform all maintenance and repairs identified by such inspections, provided however, that the Association may perform the foregoing (ii) through (v) at the Association's expense and then charge the

Unit Owner(s) for the expense the Association incurred in performing such tasks. While the foregoing are intended to minimize the potential development of dampness and molds, fungi, mildew and other mycotoxins, each Unit Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association, in the event that the Association reasonably believes that these provisions are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Unit Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Unit Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Unit Owner to the Association, with all such costs to be deemed Charges). Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, holds the Developer, Developer's Affiliates, the Management Company, Developer's third party consultants, including, without limitation, Developer's architect, harmless and agrees to indemnify the Developer and Management Company from and against any and all claims made by the Unit Owner and/or the Unit Owner's guests, tenants and invitees on account of any illness, allergic reactions, personal injury and death to such persons and to any pets of such persons, including all expenses and costs associated with such claims including, without limitation, inconvenience, relocation and moving expenses, lost time, lost earning power, hotel and other accommodation expenses for room and board, and all attorney's fees and other legal and associated expenses through and including all appellate proceedings with respect to these matters.

(k) Exterior Improvements. No Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, lanais or windows of the Building (including, but not limited to, awnings, lighting fixtures, signs, storm shutters, satellite dishes, screens, window tinting, furniture, fixtures and equipment), change the appearance, whether by paint or otherwise, of any exterior wall, or exterior balcony face, change and/or modify the exterior wall system and/or any handrails or balcony walls or railings, without the prior written consent of the Shared Facilities Manager, subject to the terms and conditions of the Management Agreement. Unit Owners may also attach a religious object on the mantel or frame of the Unit Owner's door not to exceed 3 inches wide, 6 inches high and 1.5 inches deep.

(l) Access to Units. In order to facilitate access to Units by the Association for the purposes enumerated in the Declaration, it shall be the responsibility of all Unit Owners to deliver a set of keys to their respective Units (or to otherwise make access available) to the Association for use in the performance of its functions. No Unit Owner shall change the locks to his or her Unit (or otherwise preclude access by the Association) without so notifying the Association and delivering to the Association a new set of keys (or otherwise affording access) to such Unit.

(m) Exterior Storm Shutters. The Board of Directors shall, from time to time, establish exterior storm shutter specifications which comply with the applicable building code, and establish permitted colors, styles and materials for exterior storm shutters. Subject to the provisions of the Declaration, the Association shall approve the installation or replacement of exterior storm shutters conforming with the Board's specifications. The Board may, with the approval of a majority of the voting interests of all Unit Owners, install exterior storm shutters, impact glass, code-compliant windows or doors, or other types of code-compliant storm protection that comply with or exceed the applicable building code and thereafter shall (without requiring approval of the membership)

maintain, repair or replace such approved shutters, impact glass, code-compliant windows or doors, or other types of code-compliant storm protection, whether on or within Common Elements, Limited Common Elements, Units or Association Property; provided, however, that if storm protection, laminated glass or window film, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, that complies with or exceeds the current applicable building code has been previously installed, the Board may not install exterior storm shutters, impact glass, code-compliant windows or doors or other types of code-compliant storm protection except upon approval by a majority of the voting interests of all Unit Owners. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during all or any portion of the hurricane season must prepare his or her Unit prior to departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. To the extent that Developer provides exterior storm shutters for any portions of the Building (which it is not obligated to do) or if the Association obtains exterior storm shutters for any portion of the Condominium Property, the Association (as to shutters for the Common Elements) and the Unit Owners (as to shutters covering doors or windows to a Unit) shall be solely responsible for the installation of such exterior storm shutters from time to time and the costs incurred by the Association (as to installation of shutters for the Common Elements) shall be deemed a part of the Common Expenses that are included in the Assessments payable by Unit Owners. The obligations of the Association assumed hereby shall include, without limitation, development of appropriate plans to allow for the timely installation of the shutters for the Common Elements, and all obligations with respect to the repair, replacement and/or upgrade of the shutters for the Common Elements. Developer shall have no obligations with respect to the installation of the shutters, and/or for the repair, replacement and/or upgrade of the shutters. Nothing herein shall obligate the Association to install shutters protecting individual Units, nor to open or close same as a storm is approaching, or after it passes.

(n) Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted on the Shared Facilities, except in those areas expressly designed for same or as otherwise approved by Shared Facilities Manager, and no odor shall be permitted to arise therefrom so as to render the Shared Facilities or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Rubbish, trash, garbage or other waste materials within the Elements shall be maintained in secure areas not visible to the public. Trash receptacles located in the public areas of any Element intended for public use shall be kept and maintained in a neat, clean and sanitary condition, and shall be emptied as often as necessary to prevent same from becoming unsightly and/or emitting unpleasant odors. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, except within an enclosed structure appropriately screened from view erected for that purpose, if any, and otherwise in accordance with the approval of Shared Facilities Manager. All Owners and Tenants shall segregate and save for collection all recyclable refuse if required by (and in accordance with) Legal Requirements.

(o) Hurricane Evacuation Procedures. Upon notice of approaching hurricanes, all furniture, plants and other movable objects must be removed from any sidewalks, balconies, terraces and/or other outdoor areas. IN THE EVENT THAT AN EVACUATION ORDER IS ISSUED BY ANY APPLICABLE GOVERNMENTAL AGENCY, UNLESS AN EXEMPTION EXISTS, ALL OWNERS MUST PROMPTLY COMPLY WITH SAID ORDER. Shared Facilities Manager shall have the right from time to time to establish hurricane preparedness and evacuation policies, and each Owner shall fully comply with same (and shall cause its Tenants and other Permitted Users to do so as well).

(p) Turtle Mitigation. The use of the Properties shall at all times comply with all conditions, restrictions and/or limitations imposed by any governmental agency regarding the preservation of turtles on or near the Properties.

(q) Parking and Vehicular Restrictions. Parking in or on the Shared Facilities shall be restricted to the parking areas therein designated for such purpose (if any). Except only as may be expressly permitted by Shared Facilities Manager, no person shall park, store or keep on any portion of the Shared Facilities any large commercial type vehicle (for example, dump truck, motor home, trailer, cement mixer truck, oil or gas truck, delivery truck), nor may any person keep any other vehicle on the Shared Facilities which is deemed to be a nuisance by Shared Facilities Manager. No trailer, camper, motor home or recreation vehicle shall be used as a residence, either temporarily or permanently, or parked on the Shared Facilities. Except only as may be expressly permitted by Shared Facilities Manager, no person shall conduct major repairs (except in an emergency) or major restorations of any motor vehicle, boat, trailer, or other vehicle upon any portion of the Shared Facilities. All vehicles will be subject to height, width and length restrictions and other rules and regulations now or hereafter adopted by Shared Facilities Manager. To the extent that there are parking spaces and/or facilities contained within the Hotel Element, same shall be for the sole use of the Hotel Element Owner and no persons may utilize same other than with the express written approval or consent of the Hotel Element Owner.

(r) Signs. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Shared Facilities without the prior written consent of Shared Facilities Manager, except signs, regardless of size, used by Declarant, its successors or assigns, for advertising during the construction, sale and leasing period.

(s) Recorded Documents; Development Approvals. The use of the Units, the Condominium Property and the Association Property shall at all times comply with all conditions and/or limitations imposed in connection with the approvals and permits issued by the Town for the development of the Improvements, and all restrictions, covenants, conditions, limitations, agreements, reservations and easement now or hereafter recorded in the public records.

(t) **THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.**

(u) For these and other restrictions upon the use of Units and Common Elements, reference should be made to all Exhibits contained in this Prospectus (particularly Sections 9 and 17 of the Declaration and the Master Covenants) in addition to the specific references noted.

10. Utilities and Certain Services.

(a) Utilities and certain other services are intended to be furnished to the Condominium as follows:

Electricity	FPL Group, Inc.
Telephone	To be determined
Water	Town of Longboat Key
Sewage and Waste Disposal	Town of Longboat Key
Gas	To be determined
Solid Waste Removal	Private Contractor(s) (to be determined)

Storm Drainage	Private system of natural and artificial percolation and run-off.

(b) Each Unit is or is intended to be separately metered or sub-metered for electric service. It shall be the Unit Owner's obligation to establish a service account with the applicable utility provider, and thereafter the utility provider will send separate bills directly for such service (or if submetered, the Association or Shared Facilities Manager, or its or their designee, shall send the separate bill). Electric service to the Common Elements and Shared Facilities shall be billed directly to the Condominium Association (as to the Common Elements) and the Shared Facilities Manager (as to the Shared Facilities), and shall be paid for through assessments of the applicable bill recipient. All other utilities are anticipated to be billed to the Condominium Association (as to the Common Elements) or to the Shared Facilities Manager (as to the Shared Facilities) and shall be paid for through the assessments of the applicable entity. To the extent that submeters for water and sewer services are installed, each Unit Owner shall be obligated for payment of such submetered charges whether sent directly by the utility provider, the Association or the Shared Facilities Manager (or any company retained by the applicable entity to process invoicing).

(c) It is contemplated that the Condominium Association and/or Shared Facilities Manager may enter into a bulk service agreement for the provision of access control services, internet access service, telephone, cable and/or satellite television services. Purchaser agrees to be bound by any such bulk service agreement and to sign an individual subscriber agreement to the extent required by the bulk agreement. Purchaser also understands and agrees that it is an industrywide practice for the providers of internet access service and cable and/or satellite television services to pay the Developer and/or Declarant an installation, access and/or pre-wiring fee. Purchaser recognizes this practice and by acquiring a Unit agrees that Developer and/or Declarant is entitled to such fees and may retain such fees for its own account, notwithstanding that the Association or Shared Facilities Manager may otherwise assume all of the financial burdens of any such bulk service agreement.

11. Apportionment of Common Expenses and Ownership of the Common Elements

(a) The Owner(s) of each Unit will own an undivided interest in the Common Elements of the Condominium and Common Surplus of the Condominium Association and shall be obligated for a proportionate share of the Common Expenses. Generally speaking, the Common Elements consist of all parts of the Condominium Property not included in the Units.

(b) The Common Expenses include, without limitation, the following: (a) except as provided to the contrary elsewhere in the Declaration, the costs of maintaining, operating and insuring the Common Elements; (b) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (c) the cost of a master antenna television system or duly franchised cable or satellite television service obtained (if obtained) pursuant to a bulk contract serving only the Condominium; (d) the cost of any bulk contract (serving only the Condominium) for broadband, telecommunications, satellite and/or internet services and/or smart home technology, if any; (e) the cost of Communication Services as defined in Chapter 202, Florida Statutes, information services, or Internet services obtained pursuant to a bulk contract, if any serving all Units (and only the Condominium); (f) if applicable, costs relating to reasonable transportation services, road maintenance and operation expenses, management, administrative, professional and consulting fees and expenses, and in-house and/or interactive communications and surveillance systems; (g) the real property taxes, and other costs or maintenance expenses attributable to any Units acquired by the Association or any Association Property; (h) to the extent that the Association determines to acquire exterior storm shutters, impact glass, other code-compliant windows or doors or other types of code-compliant storm protection that comply with or exceed the applicable building code for all or any portion of the

Condominium Property, all expense of acquisition, installation, repair, and maintenance of same by the Board (provided, however, that a Unit Owner who has already installed exterior storm shutters (or other acceptable storm protection) for his or her Unit shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each Unit, but shall not be excused from any portion of expenses related to maintenance, repair, replacement or operation of same), including, without limitation, any and all costs associated with putting the shutters on in the event of an impending storm (without creating any obligation on the part of the Association to do so) and, if the Association elected to put shutters on, the costs of taking the shutters off once the storm threat passes; (i) any lease or maintenance agreement payments required under leases or maintenance agreements for mechanical or other equipment and/or supplies, including without limitation, leases for trash compacting and/or recycling equipment, if same is leased by the Association rather than being owned by it;(j) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life Safety Systems (as hereinafter defined); (k) any unpaid share of Common Expenses and Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure; (l) costs of fire, windstorm, flood, liability and all other types of insurance including, without limitation, and specifically, insurance for officers and directors of the Association and costs and contingent expenses incurred if the Association elects to participate in a self-insurance fund authorized and approved pursuant to Section 624.462, Florida Statutes; (m) costs of water and sewer, electricity, gas and other utilities which are not consumed by and metered to individual Units; (n) costs resulting from damage to the Condominium Property which are necessary to satisfy any deductible and/or to effect necessary repairs which are in excess of insurance proceeds received as a result of such damage; (o) to the extent not included in the budget of the Shared Facilities Element Owner, and/or Shared Facilities Manager, any and all costs, expenses, obligations (financial or otherwise) and/or liabilities of the Association and/or running with the Land; (p) any and all costs, expenses, obligations (financial or otherwise) and/or liabilities of the Association and/or running with the Land pursuant to the Development Approvals and/or Project Encumbrances, and/or any restriction, covenant, condition, limitation, agreement, reservation and easement now or hereafter recorded in the public records and/or required by a governmental or quasi-governmental agency, all of which are expressly assumed by the Association (to the extent not the obligation of the Shared Facilities Manager under the Master Covenants); (q) any bulk contract or other fees incurred in connection with fitness/spa memberships and/or use of any fitness/spa facilities/amenities, if any, not within the Shared Facilities or Common Elements; (r) to the extent that the Association enters into any agreement with the Shared Facilities Element Owner or Shared Facilities Manager for parking privileges for the benefit of the Condominium and/or its Unit Owners, any and all costs incurred in connection with same; (s) to the extent that the Association enters into any agreement with the Shared Facilities Element Owner or Hotel Element Owner for use of any amenities and/or facilities within the Owner's Element (the "Non-Condominium Amenities") for the Condominium and/or its Unit Owners, any and all costs incurred in connection with same; (t) any fees or other payments to the Management Company in accordance with the Management Agreement; (u) any payments required under lease agreements for artwork, sculptures, and/or art installations, if same is leased by the Association rather than being owned by it; (v) the costs of designing, maintaining and updating the Association's website; and (w) the costs associated with maintaining any portion of the Shared Facilities to the extent delegated to the Association by the Shared Facilities Element Owner as provided for in the Master Covenants.

(c) Common Expenses shall not include any separate obligations of individual Unit Owners.

(d) Each Unit shall have an equal undivided interest in the general Common Elements and Common Surplus and an equal responsibility for Common Expenses.

(e) Additionally, each Unit shall be obligated for payment of sums to the Shared Facilities Manager for the Shared Facilities Costs. See the Declaration and the Master Covenants.

(f) THE SHARED FACILITIES MANAGER HAS A LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE MAINTENANCE, OPERATION, UPKEEP AND REPAIR THE SHARED FACILITIES, ALL AS DEFINED IN THE MASTER COVENANTS.

See the Declaration of Condominium and the Master Covenants for details.

12. Closing Expenses; The Agreement for Sale; Escrow Deposits

(a) In addition to the purchase price for the Unit, Purchaser must pay certain other fees, costs or other sums when title is delivered to Purchaser at closing. These include:

(i) A "development fee" equal to 1.5% of the Purchase Price (and of any charges for options, modifications or extras now or hereafter contracted for which are not included in the Purchase Price);

(ii) To the extent that the transaction is governed by RESPA and Purchaser has elected to obtain a title insurance commitment and policy from its own sources, or to the extent that Developer otherwise allows Purchaser to utilize its own title agent (which Developer has no obligation to do if the transaction is not governed by RESPA) all costs in connection with title search, title review and the premium for the title insurance commitment and title insurance policy;

(iii) An initial contribution in an amount equal to the aggregate of twice the regular monthly assessment for the Unit due to the Condominium Association and Shared Facilities Manager, all as determined at the time of closing, and which contribution is payable directly to the applicable entities to provide them with operating funds. The contribution may be used by the recipient for any purpose, including, payment of ordinary Common Expenses or operating costs, and will not be credited against regular assessments or charges;

(iv) Any and all sales tax due in connection with the acquisition of any furnishings, finishes and/or equipment;

(v) If Purchaser is a trust, corporation or other business entity, Purchaser agrees to pay to Developer and/or Developer's closing agents, an administrative fee in the amount of $500.00;

(vi) Reimbursement to Developer of any fees paid by Developer to Escrow Agent to hold, and administer the escrowing and disbursement of, Purchaser's deposits;

(vii) A non-refundable move-in fee, in such amounts as may be established at the time of move-in by the Association, as and to the extent permitted by law;

(viii) A reimbursement to Developer for any utility, cable or interactive communication deposits or hook-up fees, and/or governmental impact fees, which Developer may have advanced prior to closing for the Unit or applicable to the Unit, together with any deposits charged by the utility provider in connection with opening accounts for utility services intended to be charged directly to the Unit;

(ix) Any remaining outstanding sums and/or any sales tax due for any options or upgrading of standard items included, or to be included, in the Unit as agreed to in writing by both Purchaser and Developer;

(x) A fee of $225.00 to Developer, and/or Developer's closing agents, for, among other things, charges incurred in connection with coordinating the closing with Purchaser and/or Purchaser's lender, including, without limitation, charges for messenger services, long distance telephone calls, photocopying expenses, telecopying charges and others;

(xi) All fees and charges payable to any attorney selected by Purchaser to represent Purchaser; and

(xii) Any late funding incurred by Purchaser pursuant to the Agreement.

(b) Expenses relating to the purchaser's Unit (for example, taxes and governmental assessments, municipal interim service fees, charges payable to the Association and Shared Facilities Manager) will be apportioned between the Developer and the purchaser as of closing. However, Developer shall not be obligated to give credits for tax prorations until the actual tax bill is received by the Purchaser.

(c) If the Developer permits a closing to be rescheduled from the originally scheduled closing date at the request of the Purchaser, Purchaser shall pay to the Developer, a late funding charge as more particularly described in the Purchase Agreement. In addition, all closing prorations shall be made as of the originally scheduled closing date. Developer is not obligated to consent to any such delay.

(d) If Purchaser obtains a loan for any portion of the Purchase Price, Purchaser will be obligated to pay any loan fees, closing costs, escrows, appraisals, credit fees, lender's title insurance premiums, prepayments and all other expenses charged by any lender giving Purchaser a mortgage, if applicable. Additionally, if Purchaser obtains a loan and elects to have Developer's closing agent act as "loan" closing agent as well, Purchaser agrees to pay, in addition to any other sums described in the Agreement, such closing agent an aggregate sum equal to $1,595.00, for a simultaneously issued mortgagee's title insurance policy, the agent's title examination, title searching and closing services related to acting as "loan closing agent". In addition to that sum, Purchaser shall be obligated to pay the premiums (at promulgated rate) for any title endorsements requested by Purchaser's lender. If the transaction is governed by RESPA, Purchaser shall not be obligated to use Developer's closing agent as Purchaser's loan closing agent, and if Purchaser elects to use another agent, Purchaser will not be obligated to pay to Developer's closing agent the amounts described in this paragraph (although Purchaser will be obligated to pay to Purchaser's loan closing agent such fees and expenses as are agreed to by Purchaser and that closing agent). Notwithstanding any of the references in this paragraph to Purchaser obtaining a loan, nothing herein shall be deemed to make the Agreement, or the Purchaser's obligations under the Agreement, conditional or contingent, in any manner, on the Purchaser obtaining a loan to finance any portion of the Purchase Price; it being the agreement of the Purchaser that the Purchaser shall be obligated to close "all cash" and that no delays in closing shall be provided to accommodate loan closings.

(e) Purchaser understands and agrees that the Developer may utilize the development fee for payment of the closing costs for which the Developer is obligated, but that the balance of such "development fee" shall be retained by the Developer to provide additional revenue and to offset certain of its construction and development expenses, including, without limitation, certain of the Developer's administration expenses and the Developer's attorneys' fees in connection with its development of the Condominium. Accordingly, Purchaser understands and agrees that the development fee is not for payment of closing costs or settlement services (other than to the extent expressly provided above), but rather represents additional funds to the Developer which are principally intended to provide additional revenue and to cover various out-of-pocket and internal costs and expenses of the Developer associated with its development of the Condominium.

(f) The Developer is not obligated to provide a purchaser with a title opinion or an abstract of title. A policy of owner's title insurance, however, will be provided to a purchaser after closing.

(g) The form of Purchase Agreement set forth as Exhibit "C" hereto may be modified in any manner in any particular case or cases without the consent of any other purchaser or Unit Owner (provided, however, that no amendment may conflict with the provisions of

Chapter 718, Florida Statutes). The modification of any such Agreement or Agreements shall not vest any purchaser or Unit Owner whose Agreement was not so modified with any rights of any sort. Purchaser should carefully review the Agreement as it has important provisions, including, without limitation, those affecting Purchaser's rights in the event that Purchaser defaults.

(h) Deposits under the Agreement will be held and disbursed in accordance with the Agreement and, to the extent that the Agreement is entered into prior to the time that the Unit is substantially completed, in accordance with the terms of the Escrow Agreement attached hereto as Exhibit "D". If the Agreement is executed after the Unit is substantially completed in accordance with the provisions of Section 718.202, Florida Statutes, the Escrow Agreement shall not be applicable. **Purchaser should take special notice that the Developer reserves the right to utilize a Purchaser's deposits in excess of, ten percent (10%) of the Purchase Price as and to the extent permitted by law. Accordingly, each Purchaser should expect that such deposits may not remain in escrow. Additionally, under certain circumstances and provided that the Developer has posted "Alternative Assurances" with the Division of Florida Condominiums, Timeshares and Mobile Homes, Developer may use all of Purchaser's deposits (including those equal to the initial 10% of the Purchase Price of the Unit). Additionally, the Purchase Agreement contains certain contingencies to Developer's obligations to construct the Unit. If the contingencies are not timely satisfied (or waived by Developer), the Purchase Agreement may be canceled and Purchasers deposits returned. Purchaser absolutely and unconditionally disclaims and releases Management Company and its affiliates, employees, agents, directors, officers and members in connection with any use of Purchaser's deposits.**

13. Sales Commissions

(a) Developer will pay all sales commissions due its in-house sales personnel and/or exclusive listing agent, if any, and the co-broker, if any, identified on the last page of the Purchase Agreement (if such space is left blank, it shall mean that Developer has not agreed to pay any co-broker and that Purchaser represents that there is no co-broker who can claim a fee or other compensation by, through or under Purchaser), provided that such co-broker has properly registered with Developer as a participating co-broker, has entered into Developer's standard form of Brokerage Agreement and has fully complied with the terms thereof. Developer has no responsibility to pay any sales commissions to any other broker or sales agent with whom Purchaser has dealt. Purchaser will be solely responsible to pay any such other brokers.

14. Identity of Developer

(a) **S.R. LBK, LLC, a Florida limited liability company**, is the Developer of the Condominium. Being a relatively newly formed entity, it has no prior experience in the area of condominium or other real estate development. Charles Whittall and George Giebel are the executives directing the creation and sale of the Condominium and collectively have approximately fifty (50) years' experience in the field of real estate investment and development. Mr. Whittall and Mr. Giebel have been involved with the development of the following Florida Condominiums: 1500, Ocean Drive, St. Regis Bal Harbour, and Sea Oaks Vero Beach.

(b) The information provided above as to Mr. Whittall and Mr. Giebel is given solely for the purpose of complying with Section 718.504(23), Florida Statutes, and is not intended to create or suggest any personal liability on the part of Mr. Whittall and/or Mr. Giebel.

15. Contracts to be Assigned by Developer

(a) Upon or before closing of title to the first Unit, Developer shall assign to the Association and/or Shared Facilities Manager, as applicable, all of Developer's right, title and interest in and to all contracts relating to the provision of utilities, insurance and other services to the Condominium and/or The Properties, and from and after such date, all

benefits and burdens thereunder shall accrue and apply to the Association and/or Shared Facilities Manager, as applicable. The Developer shall be entitled to be reimbursed for all deposits, prepaid premiums, rentals and other consideration paid by the Developer to such insurers, contractors and utility companies, pro-rated as of the date of closing for each Unit, except that the deposits for utilities will be reimbursed in full without proration.

16. Estimated Operating Budgets

(a) Attached hereto as Exhibit "B" is the Estimated Operating Budget for the Condominium Association. Purchaser understands that the Estimated Operating Budget provides only an estimate of what it will cost to run the Association during the period of time stated in the Budget. The Budget, however, is not guaranteed to accurately predict actual expenditures.

(b) A proposed Estimated Operating Budget for the Shared Facilities Costs is also set forth in Exhibit "B". As set forth in the Declaration and/or Master Covenants, each Unit Owner (either directly, or indirectly) shall be liable for a portion of the expenses under this budget.

17. Easements Located or to be Located on the Condominium Property

(a) In addition to the various easements to be provided for in the Declaration of Condominium attached hereto as Exhibit "A" and in the Master Covenants attached hereto as Exhibit "F", the Condominium Property may be made subject to easements in favor of various public or private utilities. Any easement in favor of a public or private utility or similar company or authority may be granted by the Developer or the Condominium Association on a "blanket" basis or by use of a specific legal description. See the Section hereof entitled "Utilities and Certain Services" for the names of the suppliers of certain utilities to the Condominium.

(b) For more details, refer to the Declaration of Condominium and Master Covenants. The easements provided for in the Declaration of Condominium, the Master Covenants and the Act are not summarized here.

(c) Additionally, in order to maximize the utility of the Shared Facilities Element, broad easements have been reserved over and upon the Condominium Property for the benefit of the Owner of same. For more details, refer to the Declaration of Condominium and the Master Covenants.

(d) Additionally, The Properties (including all Units) are governed and burdened by, and subject to, and each Unit (and its Owner) is governed and burdened by, and subject to, all of the terms and conditions of the Development Approvals and Project Encumbrances. Copies of same are attached to this Prospectus as Exhibit "H". Each Owner (for itself, its tenants, guests, successors and assigns) understands and agrees, by acceptance of a deed or otherwise acquiring title to a Unit, that the rights in and to the Condominium Property are junior and subordinate to the rights therein granted under the Development Approvals and Project Encumbrances. To the extent that, pursuant to any of the Development Approvals and Project Encumbrances, The Properties become obligated for the payment of certain costs, then, any and all costs shall be part of the Shared Facilities Costs and paid for through assessments to the Shared Facilities Manager. EACH UNIT OWNER SHOULD THOROUGHLY REVIEW THE DEVELOPMENT APPROVALS AND PROJECT ENCUMBRANCES TO DETERMINE THE EFFECT SAME WILL HAVE ON THE CONDOMINIUM.

(e) Each purchaser agrees to take to, and be burdened by, the provisions of the foregoing documents.

18. Disclosures. Each prospective purchaser is hereby advised as follows:

(a) RADON GAS: 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 department. The foregoing notice is provided in order to comply with state law and is for informational purposes only. Developer does not conduct radon testing with respect to the Units or 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.

(b) ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

(c) PURCHASER SHOULD NOT RELY ON THE DEVELOPER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE PURCHASER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

When a condominium is newly created, the full value of the units in the condominium are typically not reflected in the real estate taxes until the calendar year commencing after construction has been completed. The County Property Appraiser is responsible for determining the assessed value of the Unit for real estate taxes, and Developer has no control over the assessed value established by governmental authorities. Developer is not responsible for communicating any information regarding real estate taxes (current or future) and cannot and will not predict what taxes on the Unit may be. Purchaser will confirm any information provided concerning appraisals, tax valuation, tax rates, or other tax-related questions with Purchaser's personal tax advisor and the local taxing authorities.

(d) THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

(e) Purchaser acknowledges that restrictions apply to the leasing of Units as provided in the Declaration.

(f) Purchaser acknowledges that the Declaration shall require the Common Elements to be maintained, repaired and replaced consistent with the Project Standard.

(g) Purchaser understands and agrees that for some time in the future Purchaser may be disturbed by the noise, commotion and other unpleasant effects of nearby activities and Purchaser may be impeded in using portions of the Condominium Property and Shared Facilities by that activity.

(h) Purchaser expressly understands and agrees that Developer intends to use Purchaser's deposits (both up to and (provided that Developer has placed Alternative Assurances approved by the Division), in excess of 10% of the Purchase Price of the Unit) in order to fund a significant portion of construction and development of the Condominium, all in accordance with the provisions of the Agreement and applicable Florida law.

(i) Among other acts of God and uncontrollable events, hurricanes and flooding have occurred in Florida and as such, the Condominium is exposed to potential damages from

flooding and from hurricanes, including, but not limited to, damages from storm surges and wind-driven rain and that water or other damages from this or other extraordinary causes shall not be the responsibility of the Developer, Declarant, Shared Facilities Manager and/or the Management Company. Purchaser agrees that it shall follow any and all evacuation orders issued by the Shared Facilities Manager, the Management Company and/or applicable governmental authorities (it being understood and agreed that the Shared Facilities Manager and/or Management Company may issue an evacuation order at any time that a tropical storm and/or hurricane watch and/or warning has been issued with respect to any portion of The Project and it being further understood and agreed that the Shared Facilities Manager and/or Management Company may issue such order even if the applicable governmental authorities have not).

(j) Given the climate and humid conditions in Florida, molds, mildew, spores, fungi and/or other toxins may exist and/or develop within the Unit and/or the Condominium Property. Purchaser is advised that certain molds, mildew, spores, fungi and/or other toxins may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. Purchaser assumes the risks associated with molds, mildew, spores, fungi and/or other toxins and to releases and indemnifies Shared Facilities Element Owner, Shared Facilities Manager, the Management Company, Developer, Developer's Affiliates, Declarant's Affiliates, Developer's listing agent, and Developer's third party consultants, including without limitation, Developer's architect, contractors and engineers, from and against any and all liability or claims resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to occupy the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury and death to or suffered by Purchaser and/or any of Purchaser's Guests and any other person or any pets). Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of molds, mildew, fungus or spores. Purchaser understands and agrees that neither Shared Facilities Element Owner, Shared Facilities Manager, the Management Company, Developer, Developer's Affiliates, Declarant's Affiliates, Developer's listing agent, nor any of Developer's third party consultants, including without limitation, Developer's architect, contractors and engineers, shall be responsible, and all such parties disclaim any responsibility for any illness or allergic reactions which may be experienced by Purchaser, and/or Purchaser's guests as a result of molds, mildew, fungus or spores. It is solely Purchaser's responsibility to: (i) keep the Unit clean, dry, well-ventilated and free of contamination; (ii) properly operate any plumbing leak monitoring system serving the Unit, including any automatic value shut-off system and alarm notification system connected thereto; (iii) retain a licensed contractor to conduct quarterly inspections of the plumbing leak monitoring system, fan coil units and HVAC equipment within the Unit; (iv) provide copies of such inspections to the Association within seven days of each such inspection; and (v) promptly perform all maintenance and repairs identified by such inspections.

(k) **Properties in Florida are subject to tropical conditions, which may include sudden, heavy rain storms, high blustery winds, hurricanes and/or flooding. These conditions may be extreme, creating sometimes unpleasant or uncomfortable conditions or even unsafe conditions, and can be expected to be more extreme at properties like The Project. At certain times, the conditions may be such where use and enjoyment of outdoor amenities such as the pool or pool deck and/or other areas may be unsafe and/or not comfortable or recommended for use and/or occupancy. These conditions are to be expected at properties near the water. Purchaser understands and agrees to accept these risks and conditions and to assume all liabilities associated with same. By executing and delivering this Agreement and closing, Purchaser shall be deemed to have released and indemnified the Shared Facilities Element Owner, Shared Facilities Manager, the Management Company, Developer, Developer's Affiliates and Developer's third party consultants, including without limitation, Developer's architect, contractors and engineers, from and against any and all liability or claims**

resulting from all matters disclosed or disclaimed in this Section, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, inconvenience and/or personal injury and death to, or suffered by, Purchaser or any of Purchaser's Guests as defined below and any other person or any pets). Purchaser understands and agrees that neither Shared Facilities Element Owner, Shared Facilities Manager, the Management Company Developer, Developer's Affiliates, nor any of Developer's third party consultants, including without limitation, Developer's architect, contractors and engineers, shall be responsible for any of the conditions described above, and Developer hereby disclaims any responsibility for same which may be experienced by Purchaser, its family members and/or its or their guests, tenants and/or invitees or its pets (collectively "Purchaser's Guests").

(l) A PORTION OF THE IMPROVEMENTS WILL BE CONSTRUCTED WATERWARD OF THE COASTAL CONSTRUCTION CONTROL LINE. IN THE EVENT OF DESTRUCTION OF ALL OR ANY PORTION OF THE IMPROVEMENTS WITHIN THE CONDOMINIUM PROPERTY, SUCH IMPROVEMENTS MAY NOT BE ABLE TO BE RECONSTRUCTED IN THEIR CONFIGURATION OR WITH THE SAME NUMBER AND TYPE OF UNITS AND FACILITIES AS OF THE DATE OF THE RECORDING OF THE DECLARATION ABSENT APPROVAL FROM THE STATE AGENCIES GOVERNING COASTAL CONSTRUCTION, AS WELL AS OTHERS.

(m) To the maximum extent lawful Developer, Shared Facilities Manager and the Shared Facilities Element Owner hereby disclaim any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Condominium Property and/or The Properties, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute (other than those imposed by Section 718.203, Florida Statutes, and then only to the extent applicable and not yet expired) and all other express and implied warranties of any kind or character. Neither Developer, Declarant, Management Company nor the Shared Facilities Element Owner has given and purchaser has not relied on or bargained for any such warranties.

(n) Inasmuch as operations from the Hotel and Shared Facilities Elements may attract customers, patrons and/or guests who are not members of the Condominium Association, such additional traffic over, upon or in proximity to the Condominium Property shall not be deemed a nuisance. Purchaser understands and agrees that activities, including, without limitation, outdoor events, including amplified music, are intended to be conducted from the various portions of the overall project, and as such, noise, inconvenience and/or other disruptions may occur, including, without limitation, noise and/or disruptions resulting from activities at the hotel, beach areas, pool areas and private events. By acquiring a Unit, Purchaser agrees not to object to the operations from the Hotel which may include, noise, disruption, inconvenience and the playing of music, and hereby agrees to release Developer, the Association, the Hotel Element Owner, Shared Facilities Element Owner and the Management Company from any and all claims for damages, liabilities and/or losses suffered as a result of the existence of the hotel and the operations from the Hotel Element and/or the Shared Facilities Element, and the noises, inconveniences and disruptions resulting therefrom.

(o) Each purchaser shall be deemed to understand and agree that in the event of flooding, any automobiles and/or personal property stored within storage and/or parking areas may be susceptible to water damage. By acquiring title to, or taking possession of, a Unit, or accepting the assignment of a parking space and/or storage space/locker, Purchaser shall be deemed to have agreed to assume any responsibility for loss, damage or liability resulting therefrom and waives any and all liability of Developer and Shared Facilities Element Owner.

(p) Inasmuch as the Condominium has been constructed with post tension cables and/or reinforcement bars, absolutely no penetration shall be made to any floor, roof or ceiling slabs without the prior written consent of the Shared Facilities Manager and review of the as-built plans and specifications for the Building to confirm the approximate location of the post tension cables and/or reinforcement bars. Each Unit Owner, by accepting a deed or otherwise acquiring title to a Unit shall be deemed to: (i) have assumed the risks associated with post tension construction, and (ii) have agreed that the penetration of any post tension cables and/or reinforcement bars may threaten the structural integrity of the Building and/or cause physical harm. Each Owner shall be deemed to have released Developer, Declarant, Developer's Affiliates, Declarant's Affiliates, the Association, Shared Facilities Element Owner, Shared Facilities Manager, the Management Company and its and their partners, contractors, architects, engineers, and its and their officers, directors, shareholders, employees and agents from and against any and all liability that may result from penetration of any of the post tension cables and/or reinforcement bars.

(q) Each purchaser is hereby advised that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of a Unit in this Prospectus and advertising materials may vary. Additionally, marketing materials may calculate the square footage of Units in a manner different than that set forth in the Declaration of Condominium and the Act. Therefore, marketing materials may understate or overstate the square footage of Units as calculated pursuant to the Declaration of Condominium and the Act. Typically, marketing materials will calculate the dimensions of the Unit from the exterior boundaries of the exterior walls, to the centerline of interior demising walls, including common elements and/or Shared Facilities and other interior structural components of the building. Architectural or marketing size is larger than the size of the Unit determined strictly in accordance with the boundaries of the Unit set forth in the Declaration. Additionally, as a result of in the field construction, other permitted changes to the Unit, interior columns that are not a part of the Unit, actual location of drywall and settling and shifting of improvements, actual square footage of a Unit may also be affected. Accordingly, during the pre-closing inspection, each purchaser should, among other things, review the size and dimensions of the Unit and the Unit layout and floor plan. Each purchaser shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, and the Unit layout and floor plan, regardless of any variances in the square footage or layout from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Developer does not make any representation or warranty as to the actual size, dimensions (including ceiling heights) or square footage of any Unit, and each purchaser shall be deemed to have waived and expressly released any such warranty and claim for loss or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage. Notwithstanding the foregoing, the Developer shall not be excused from any liability under, or compliance with, the provisions of Section 718.506, Florida Statutes.

(r) The Developer represents to prospective purchasers that: (i) the Units are being sold by Developer and not by the Management Company or any of its affiliates ("St. Regis"); and (ii) St. Regis is not part of or an agent for the Developer and has not acted as broker, finder or agent in connection with the sale of the Units. A prospective purchaser, by executing a Purchase Agreement for a Unit, agrees that the prospective purchaser shall have no right to use or any interest in any of the St. Regis Marks and shall waive and release St. Regis from and against any liability with respect to any representations or defects or any other claim whatsoever relating to the marketing to the prospective purchaser. The prospective purchaser acknowledges that if the Management Agreement is terminated for any reason, all use of the St. Regis Marks (which means, collectively, those certain trademarks and service marks, including the name and mark "St. Regis" and the SR 2016 Logo Monogram, and all other trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans and designs used in connection with the Condominium, the Building or the Units) shall cease at or in

relation to the Condominium, the Building and the Units, all indicia of connection of the Condominium with St. Regis, including all signs or other materials bearing any of the St. Regis Marks, shall be removed from the Condominium and the Building, and all services to be provided by Management Company to the Condominium shall cease.

(s) So long as the Management Agreement is in effect, the Condominium shall have the right to be known as "The Residences at the St. Regis, Longboat Key" or by any other name as may be approved by St. Regis. Use of the St. Regis Marks shall be limited to (i) use of the approved name on signage on or about the Condominium by Ritz-Carlton, and (ii) textual use of the approved name by the Condominium Association, individual unit owners and their agents, solely to identify the address of the Condominium or the Units. No other use of the St. Regis Marks will be permitted. All uses of the St. Regis Marks in relation to the Condominium and the Units, including the approved name, are subject to removal and must cease upon the expiration or termination of the Management Agreement. The Unit Owner acknowledges that St. Regis reserves the right (whether itself or through an Affiliate) to license and/or operate any other residential project using the St. Regis Marks or any other mark or trademark at any other location, including a site proximate to the Condominium.

(t) The owner of the Hotel Element and/or Shared Facilities Element may from time to time enter into agreements providing it with rights to use, certain trademarks, trade names and/or other intellectual property allowing for the association of the Hotel with a particular brand or chain (such brand or chain, the "Hotel Brand"; and such intellectual property, the "Hotel Brand Intellectual Property"). For so long as the Hotel Element is associated with the Hotel Brand, the owner of the Hotel Element and the Hotel Brand shall each have the right to require that the Shared Facilities be operated, managed and maintained at a minimum according to the standards of quality, service, character, appearance and image required by the Hotel Brand for hotels using the Hotel Brand Intellectual Property, as the same may be amended from time to time (the "Hotel Brand Standards"). The referenced rights or agreements may be terminated or may expire without renewal, resulting in the removal of the Hotel Brand designation then in use from the Hotel Element, if among other things, the Hotel Element is sold, the Hotel Brand trademark is no longer affiliated with the Hotel, or if the Hotel Element or other portions of the project are not managed, operated and maintained in a manner consistent with the Hotel Brand Standards or if the owner of the Hotel Brand Intellectual Property is no longer operating the Hotel. The Hotel Brand Intellectual Property shall at all times remain the sole and exclusive property of the Hotel Brand. Under no circumstances shall the Hotel Brand Intellectual Property be deemed part of the Condominium Property or an appurtenance of any Unit. In no event shall the Condominium, the Condominium Association nor the Unit Owners have any right, title or interest in any name under which the Hotel is operated or in any other aspect of the Hotel Brand Intellectual Property, or in any licensing arrangement between the Hotel Brand and any other party. There are no guarantees that the Hotel will be operated with a particular Hotel Brand or that the current or initial Hotel Operator or any affiliate thereof will operate the Hotel for any period following closing. Notwithstanding any other condition, statement, or understanding of any Unit Owner, the Condominium Association or any other person to the contrary, (i) the Hotel Brand shall not be deemed to, and has not acted as, the developer, architect, engineer, contractor, Developer, broker or marketer (or in any similar capacity) in connection with the Condominium and/or the project or the marketing or sale of the Units; and (ii) the owner of the Hotel Brand does not make, and shall not be deemed to have made, any representations or warranties of any nature whatsoever in connection with the project, creation of the Condominium or the marketing or sale of the Units. Purchaser is not a third-party beneficiary of the Hotel Brand or Hotel Brand Intellectual Property. Purchaser shall not be deemed a third-party beneficiary of any agreements between Hotel Element Owner or any other owner of the Hotel Element and the Hotel Brand. No Units shall be, nor shall the Units be considered to be, branded with the Hotel Brand.

(u) The Condominium is just a component of a mixed-use project including, or intending to include (without creating any obligation) a Hotel, commercial and/or retail areas and certain shared infrastructure. While services and/or benefits may be offered by the Hotel or commercial components, same are provided only at the discretion of, and subject to the conditions imposed by, the applicable Hotel or commercial component owners, and there is no assurance that any such services and/or benefits shall be offered, or if offered, for how long, and under what conditions. Additionally, Purchaser understands and agrees that services and/or benefits offered by the Hotel or commercial components (if any) may be made available to guests or other invitees of the Hotel or commercial component owners and/or other members of the public. The purchase of a Unit shall not entitle Purchaser to rights in or to, and/or benefits and/or services from, the Hotel and/or commercial components, if any, of the Project.

(v) As used in this Section, unless the context otherwise provides, references to Developer, and/or Shared Facilities Element Owner shall include each of the named parties and the Hotel Element Owner, Shared Facilities Manager, the Management Company and its or their members, managers, partners and its and their shareholders, directors, officers, committee and Board Members, employees, agents, contractors, subcontractors and its and their successors or assigns.

19. Evidence of Ownership

(a) The Developer has a contractual right to acquire the land upon which the Condominium is intended to be developed. Attached as Exhibit "E" to this Prospectus is evidence of the Developer's contractual interest in the Condominium Property.

20. Nearby Construction/Natural Disturbances

(a) For some time in the future, purchasers may be disturbed by the noise, commotion and other unpleasant effects of nearby construction activity and impeded in using portions of the Condominium Property and Shared Facilities by that activity. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter, except as may be set forth in this Prospectus.

(b) Because the Condominium is located in a destination area, demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Unit or of any part of the Condominium (the "Views") may block, obstruct, shadow or otherwise affect Views, which may currently be visible from the Unit or from the Condominium. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter, except as may be set forth herein or in the Condominium Documents. Buyer hereby agrees to release Seller, its partners and its and their officers, members, directors and employees and every affiliate and person related or affiliated in any way with any of them from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against the Seller or Seller's Affiliates related to Views or the disruption, noise, commotion, and other unpleasant effects of nearby development or construction, or from other inconveniences, disturbances, obligations and/or liabilities resulting therefrom.

(c) The Condominium will be constructed and will exist in a Project intended to include a Hotel with active and passive amenities, food and beverage outlets, etc. As a result of the location of the Condominium and the proximity to the Hotel and Hotel facilities, noise, disruption, excessive traffic and other inconveniences are to be expected. As a result, it is important to understand that there is no guarantee that Purchaser will have any particular view from Purchaser's Unit, or that the view that exists now (or at any time) will remain the same. Further, there is no guarantee that Purchaser will be unaffected by noise that exists in The Project, including but not limited to: vehicle and traffic noise (including loading and unloading of trucks), construction noise from other buildings or building sites, sirens, noise from nightlife, outdoor events or other

gatherings, loud music, mechanical noise from the buildings or nearby structures, and/ or aircraft noise.

(d) Among other acts of God and uncontrollable events, hurricanes have occurred in Florida and the Condominium is exposed to the potential damages of hurricanes, including, but not limited to, damages from storm surges and wind-driven rain. Water or other damages or personal injury or death from this or other extraordinary causes shall not be the responsibility of the Developer, Shared Facilities Manager or Management Company.

21. General

(a) The foregoing is not intended to present a complete summary of all of the provisions of the various documents referred to herein, but does contain a fair summary of certain provisions of said documents. Statements made as to the provisions of such documents are qualified in all respects by the content of such documents.

22. Definitions

(a) The definitions set forth in the Declaration of Condominium and Master Covenants shall be applicable to this Prospectus, unless otherwise specifically stated or unless the context would prohibit.

(b) When the context permits, reference to the Shared Facilities Element Owner shall include the Shared Facilities Manager and reference to the Shared Facilities Manager shall include the Shared Facilities Element Owner.

23. Effective Date

(a) This Prospectus is effective September 29, 2020.

SCHEDULE "A"
TO
PROSPECTUS
FOR
THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY

Unit Type	Number of Bedrooms	Number of Bathrooms
Champagne Building, Plan 9	4	5 ½
Champagne Building, Plan 10	2	2 ½
Champagne Building, Plan 11	2	2 ½
Champagne Building, Plan 12	2	2 ½
Champagne Building, Plan 13	2	2 ½
Champagne Building, Plan 14	2	2 ½
Champagne Building, Plan 15	1	1 ½
Champagne Building, Plan 16	1	1 ½
Champagne Building, Plan 17	2	3 ½
Champagne Building, Plan 18	4	5 ½
Bateau Building, Plan 5	4	4 ½
Bateau Building, Plan 6	2	2 ½
Bateau Building, Plan 7	1	1 ½
Bateau Building, Plan 8	4	4 ½
Armand Building, Plan 1	3	4 ½
Armand Building, Plan 2	3	3 ½
Armand Building, Plan 3	3	3 ½
Armand Building, Plan 4	3	4 ½
Armand Building, Plan 19	Available to Customize	Available to Customize

For a description of Units by Unit Type, refer to Exhibit "2" to the Declaration of Condominium.

Exhibit "A"

Declaration of Condominium

This instrument prepared by, or under the supervision of (and after recording, return to):

Gary A. Saul, Esq.
Greenberg Traurig, P.A.
333 S.E. 2nd Avenue
Miami, FL 33131

DECLARATION
OF
THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY

S.R. LBK, LLC, a Florida limited liability company, hereby declares:

1. **Introduction and Submission.**

1.1 The Land. The Developer (as hereinafter defined) owns fee simple title to certain land located in Sarasota County, Florida, more particularly described in **Exhibit "1"** attached hereto (the "Land").

1.2 Submission Statement. Except as set forth in this Subsection 1.2, the Developer hereby submits the Land and all improvements erected or to be erected thereon and all other property, real, personal (excluding any furniture or furnishings within a Unit) or mixed, now or hereafter situated on or within the Land and all easements and rights appurtenant thereto intended for use in connection with the Condominium - but excluding (i) all public or private (e.g. cable television and/or other receiving or transmitting lines, fiber, antennae or equipment) utility installations, technology wires, cables or other equipment therein or thereon reserved by the company installing same (to the extent the ownership of same is reserved to the company in the agreement allowing the installation of same), (ii) the Master Life Safety Systems (as hereinafter defined), (iii) the Shared Facilities, as defined in the Master Covenants (as hereinafter defined) and (iv) all leased property therein or thereon - to the condominium form of ownership and use in the manner provided for in the Act (as hereinafter defined). The Land, together with all easements and rights appurtenant thereto intended for use in connection with the Condominium shall collectively be referred to as the "Condominium Property". Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land, and no portion of the Shared Facilities, shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Act or any rules or regulations promulgated pursuant thereto, unless expressly provided. Only the easements and rights appurtenant to the Land which are intended for use in connection with the Condominium shall be deemed part of the Condominium and subject to the jurisdiction of the Association, the operation and effect of the Act and any rules or regulations promulgated pursuant thereto, all subject to this Declaration and the Master Covenants.

1.3 Name. The name by which this condominium is to be identified is **THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY** (hereinafter called the "Condominium").

2. **Definitions**. The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as it may be hereafter renumbered.

2.2 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.

2.3 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

2.4 "Association" or "Condominium Association" means **THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY ASSOCIATION, INC.**, a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.

2.5 "Association Documents" shall have the meaning given to it in Section 25.13 below.

2.6 "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members.

2.7 "Board" or "Board of Directors" means the board of directors, from time to time, of the Association.

2.8 "Brand" or "Branded Name" means certain branded names, trade names, trademarks or service marks owned by or otherwise associated with the owner of the Brand.

2.9 "Brand Agreement" means and refer to any license agreement, management agreement, or other agreement by which The Project, or any portion thereof, including without limitation, any condominium created within The Project, any Element Specific Manager and/or the Shared Facilities Element Owner and/or Shared Facilities Manager obtains the right to use the specified Brand in connection with the branding of The Project (or portions thereof).

2.10 "Building" means the structure(s) in which the Units and the Common Elements are located, regardless of the number of such structures, which are located on the Condominium Property.

2.11 "By-Laws" mean the By-Laws of the Association, as amended from time to time.

2.12 "Charge" shall mean and refer to the imposition of any financial obligation by the Association which is not an Assessment as defined by Subsection 2.3 above. Accordingly, as to Charges, the Association will not have the enforcement remedies that the Act grants for the collection of Assessments.

2.13 "Committee" means a group of Board members, Unit Owners and/or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take action on behalf of the Board.

2.14 "Common Elements" mean and include:

(a) The portions of the Condominium Property which are not included within the Units and/or the Association Property.

(b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units, Common Elements and/or the Association Property.

(c) An easement of support in every portion of a Unit which contributes to the support of the Building.

(d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements and/or to the Association Property.

(e) Any and all portions of the Life Safety Systems (as hereinafter defined), regardless of where located within the Condominium Property.

(f) Any other parts of the Condominium Property designated as Common Elements in this Declaration, which shall specifically include the surface water management system, if any, serving the Condominium Property, to the extent that same is not part of the Shared Facilities governed by the Master Covenants.

2.15 "Common Expenses" mean all expenses incurred by the Association for the operation, management, maintenance, insurance, repair, replacement or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the By-Laws. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation, the following:

(a) except as provided to the contrary elsewhere in this Declaration, the costs of maintaining, operating and insuring the Common Elements;

(b) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended;

(c) the cost of a master antenna television system or duly franchised cable or satellite television service obtained (if obtained) pursuant to a bulk contract serving only the Condominium;

(d) the cost of any bulk contract (serving only the Condominium) for broadband, telecommunications, satellite and/or internet services and/or smart home technology, if any;

(e) the cost of Communication Services as defined in Chapter 202, Florida Statutes, information services, or Internet services obtained pursuant to a bulk contract, if any serving all Units (and only the Condominium) (collectively "Communication Services");

(f) if applicable, costs relating to reasonable transportation services, road maintenance and operation expenses, management, administrative, professional and consulting fees and expenses, and in-house and/or interactive communications and surveillance systems;

(g) the real property taxes, and other costs or maintenance expenses attributable to any Units acquired by the Association or any Association Property;

(h) to the extent that the Association determines to acquire exterior storm shutters, impact glass, other code-compliant windows or doors or other types of code-compliant storm protection that comply with or exceed the applicable building code for all or any portion of the Condominium Property, all expense of acquisition, installation, repair, and maintenance of same by the Board (provided, however, that a Unit Owner who has already installed exterior storm shutters (or other acceptable storm protection) for his or her Unit shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to

each Unit, but shall not be excused from any portion of expenses related to maintenance, repair, replacement or operation of same), including, without limitation, any and all costs associated with putting the shutters on in the event of an impending storm (without creating any obligation on the part of the Association to do so) and, if the Association elected to put shutters on, the costs of taking the shutters off once the storm threat passes;

(i) any lease or maintenance agreement payments required under leases or maintenance agreements for mechanical or other equipment and/or supplies, including without limitation, leases for trash compacting and/or recycling equipment, if same is leased by the Association rather than being owned by it;

(j) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life Safety Systems (as hereinafter defined);

(k) any unpaid share of Common Expenses and Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure;

(l) costs of fire, windstorm, flood, liability and all other types of insurance including, without limitation, and specifically, insurance for officers and directors of the Association and costs and contingent expenses incurred if the Association elects to participate in a self-insurance fund authorized and approved pursuant to Section 624.462, Florida Statutes;

(m) costs of water and sewer, electricity, gas and other utilities which are not consumed by and metered to individual Units;

(n) costs resulting from damage to the Condominium Property which are necessary to satisfy any deductible and/or to effect necessary repairs which are in excess of insurance proceeds received as a result of such damage;

(o) to the extent not included in the budget of the Shared Facilities Element Owner, and/or Shared Facilities Manager, any and all costs, expenses, obligations (financial or otherwise) and/or liabilities of the Association and/or running with the Land;

(p) any and all costs, expenses, obligations (financial or otherwise) and/or liabilities of the Association and/or running with the Land pursuant to the Development Approvals and/or Project Encumbrances, and/or any restriction, covenant, condition, limitation, agreement, reservation and easement now or hereafter recorded in the public records and/or required by a governmental or quasi-governmental agency, all of which are expressly assumed by the Association (to the extent not the obligation of the Shared Facilities Manager under the Master Covenants);

(q) any bulk contract or other fees incurred in connection with fitness/spa memberships and/or use of any fitness/spa facilities/amenities, if any, not within the Shared Facilities or Common Elements;

(r) to the extent that the Association enters into any agreement with the Shared Facilities Element Owner or Shared Facilities Manager for parking privileges for the benefit of the Condominium and/or its Unit Owners, any and all costs incurred in connection with same;

(s) to the extent that the Association enters into any agreement with the Shared Facilities Element Owner or Hotel Element Owner for use of any amenities and/or facilities within the Owner's Element (the "Non-Condominium Amenities") for the Condominium and/or its Unit Owners, any and all costs incurred in connection with same;

(t) any fees or other payments to the Management Company in accordance with the Management Agreement;

(u) any payments required under lease agreements for artwork, sculptures, and/or art installations, if same is leased by the Association rather than being owned by it;

(v) the costs of designing, maintaining and updating the Association's website; and

(w) the costs associated with maintaining any portion of the Shared Facilities to the extent delegated to the Association by the Shared Facilities Element Owner as provided for in the Master Covenants.

Common Expenses shall not include any separate obligations of individual Unit Owners, any assessments or obligations to the Shared Facilities Element Owner, or any costs or expenses related to any portions of the Common Elements or Association Property which are now or hereafter declared Shared Facilities of and under the Master Covenants, to the extent that the costs and expenses are included within the budget of, and incurred by, the Shared Facilities Element Owner or Shared Facilities Manager.

2.16 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits, collected by the Association which exceeds Common Expenses.

2.17 "Communication Services" shall have the meaning given to it in Section 2.15 above.

2.18 "Community" shall have the meaning given to it in Section 22 below.

2.19 "Condominium" shall have the meaning given to it in Subsection 1.3 above.

2.20 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit.

2.21 "Condominium Property" means the Land, Improvements and other property or property rights described in Subsection 1.2 hereof, subject to the limitations thereof and exclusions therefrom, including, without limitation, any and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Such rights appurtenant thereto shall be deemed to include, without limitation, rights to use Shared Facilities governed by, to the extent permitted by, the Master Covenants, and rights to exercise and/or enjoy all easements established pursuant to the Master Covenants, including without limitation, an easement for use of recreational facilities, if any, available to the Condominium, rights to access and use the parking facilities, if any, made available to Unit Owners and support of adjacent structures and rights of access to the Condominium, all subject to the terms and conditions of the Master Covenants. Each Unit Owner, for itself, its guests, tenants and invitees, acknowledges and agrees by acceptance of a deed or other conveyance of a Unit, that the Condominium Property will not contain any vehicle parking facilities for the Units and vehicle parking will only be available in the Shared Facilities subject to, and in accordance with, the terms and

conditions of the Master Covenants or any other agreements for off-site parking as may (but are not guaranteed to be) entered into by the Association from time to time.

2.22 "County" means the County of Sarasota, State of Florida.

2.23 "Declaration" or "Declaration of Condominium" means this instrument and all exhibits attached hereto, as same may be amended from time to time.

2.24 "Developer" means **S.R. LBK, LLC, a Florida limited liability company**, its successors, nominees, and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not assume any obligations of the Developer (unless expressly assumed in writing), but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. Additionally, the Developer's rights hereunder may be assigned and/or exercised by a Bulk Buyer (as defined in the Act) or Bulk Assignee (as defined in the Act) without otherwise making them a developer for purposes of the Act. Notwithstanding any assignment of the Developer's rights hereunder (whether partially or in full), the assignee or any subsequent developer shall not be deemed to have assumed any of the obligations of the Developer unless, and only to the extent that, it expressly agrees to do so in writing. Further: (i) if Developer is the trustee of a trust, any and all references to property or Units owned by Developer, shall, be deemed to refer to property and/or Units owned either directly by the trustee or by any beneficiary of the trust, (ii) if there is one or more Developers, any and all references to property and/or Units owned by Developer, shall, be deemed to refer to property and/or Units owned by any Developer, (iii) any and all releases, waivers and/or indemnifications of Developer set forth in, or arising from, this Declaration, shall be deemed to be releases, waivers and/or indemnifications, as applicable, of any and all parties holding Developer rights, and if any Developer is the trustee of a trust, the beneficial owners of the trust, and any direct or indirect beneficial owners, partners, shareholders, members, managers, of any Developer or beneficial owners and its or their successors and assigns. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association.

2.25 "Developer's Affiliates" shall mean and refer to Developer, its members, managers and officers, and its and their, as applicable, partners, officers, managers, members, directors, parent companies, shareholders, employees and/or other person who may be liable by, through or under Developer.

2.26 "Dispute", for purposes of Section 18.1, means any disagreement between two or more parties that involves: (a) the authority of the Board, under any law or under this Declaration, the Articles or By-Laws to: (1) require any Owner to take any action, or not to take any action, involving that Owner's Unit or the appurtenances thereto; or (2) alter or add to a common area or Common Element; or (b) the failure of the Association, when required by law or this Declaration, the Articles or By-Laws to: (1) properly conduct elections; (2) give adequate notice of meetings or other actions; (3) properly conduct meetings; or (4) allow inspection of books and records. "Dispute" shall not include any disagreement that primarily involves title to any Unit or Common Element; the interpretation or enforcement of any warranty; the levy of a fee or Assessment or the collection of an Assessment levied against a party; the eviction or other removal of a Tenant from a Unit; alleged breaches of fiduciary duty by one or more directors; or

claims for damages to a Unit based upon the alleged failure of the Association to maintain the Common Elements or Condominium Property.

2.27 "District" shall have the meaning given to it in Subsection 6.4 below.

2.28 "Division" means the Division of Florida Condominiums, Timeshares and Mobile Homes of the Department of Business and Professional Regulation, State of Florida, or its successor.

2.29 "Elevator Vestibule" shall mean the portion, if any, of the Unit indicated as "Elevator Vestibule" or "E.V." or "Elev. Vest" on Exhibit "2" attached hereto.

2.30 "Extraordinary Financial Event" shall mean Common Expenses resulting from a natural disaster or Act of God, which are not covered by insurance proceeds from the insurance maintained by the Association.

2.31 "First Mortgagee" shall have the meaning given to it in Subsection 13.6 below.

2.32 "Guarantee Expiration Date" shall have the meaning given to it in Section 13.7 below.

2.33 "Hotel" shall have the meaning given to it in the Master Covenants.

2.34 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located or to be located on the Condominium Property, including, but not limited to, the Building.

2.35 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, a government sponsored entity, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), any lender advancing funds to Developer (or any subsequent Bulk Buyer or Bulk Assignee, as each is defined in the Act) secured by an interest in any portion of the Condominium Property or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.

2.36 "Insurance Trustee" shall have the meaning given to it in Subsection 14.10 below.

2.37 "Insured Property" shall have the meaning given to it in Subsection 14.2(a) below.

2.38 "Land" shall have the meaning given to it in Subsection 1.1 above.

2.39 "Life Safety Systems" mean and refer to any and all emergency lighting, emergency generators audio and visual signals, safety systems, sprinklers and smoke detection systems, which are now or hereafter installed in the Building, whether or not within the Units. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed Common Elements hereunder. Without limiting the generality of the foregoing, when the context shall so allow, the Life Safety Systems shall also be deemed to include all means of emergency ingress and egress, which shall include all stairways and stair landings. Notwithstanding anything herein contained to the contrary, any portion of the Life Safety Systems, as defined above, which serves any other Element governed by the Master Covenants and/or the Shared Facilities shall be deemed excluded from the Life

Safety Systems hereunder, and be deemed to be part of the Master Life Safety Systems. Notwithstanding the breadth of the foregoing definition, nothing herein shall be deemed to suggest or imply that the Building or the Condominium contains all such Life Safety Systems.

2.40 "Limited Common Elements" mean those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration, including, without limitation, as may be designated as such on Exhibit "2" attached hereto. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.41 "Management Agreement" shall mean an agreement executed by the Association and the Management Company for the day-to-day management of the Common Elements and the Association Property by the Management Company if any.

2.42 "Management Company" shall mean the entity retained by the Association from time to time to manage the Condominium, the Association Property and the Common Elements pursuant to a Management Agreement. To the extent permitted by law, so long as the Management Agreement is in effect, references herein to the Association shall also be deemed to refer to the Management Company to the extent that the Management Company has been delegated the authority to act on behalf of the Association pursuant to such Management Agreement. Nothing herein shall be deemed to divest the Association of its powers and duties under the Act and/or this Declaration.

2.43 "Master Covenants" mean the Declaration of Covenants, Restrictions and Easements for Longboat Key Resort & Residences, recorded _____ in Official Records Book _____, Page _____ of the Public Records of the County, as now or hereafter amended, modified or supplemented.

2.44 "Material Amendment" shall have the meaning given to it in Subsection 6.2 below.

2.45 "Neighborhood Insured Property" shall have the meaning given to it in Subsection 14.12 below.

2.46 "Non-Condominium Amenities" shall have the meaning given to it in Section 2.15(s) above.

2.47 "Optional Property" shall have the meaning given to such term in Subsection 14.5(b) below.

2.48 "Permit" shall have the meaning given to such term in Section 24 below.

2.49 "Permitted User" shall mean any person who occupies a Unit or any part thereof with the permission of the Unit Owner, including, without limitation, Tenants (as hereinafter defined), members of such Unit Owner's or Tenant's family and his, her or its guests, licensees, employees, customers, business invitees and personal invitees.

2.50 "Primary Institutional First Mortgagee" means the Declarant's Mortgagee (as defined in the Master Covenants) for as long as it holds a mortgage on any Unit, and thereafter, the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

2.51 "Project Standard" shall have the meaning given to such term in the Master Covenants.

2.52 "Qualified Rental Agent" means a rental agent determined by Management Company in its discretion to meet Management Company's reasonable minimum quality standards and identified on a list of Qualified Rental Agents maintained by Management Company, as such list may be changed or supplemented from time to time.

2.53 "Shared Facilities Element Owner" shall have the meaning given to it in the Master Covenants, and when the context so permits, shall include (whether or not expressed) the Shared Facilities Manager (as hereinafter defined).

2.54 "Shared Facilities Manager" shall have the meaning given to it in the Master Covenants.

2.55 "Substantial Completion Certificate" shall have the meaning given to it in Subsection 13.1 below.

2.56 "Tenant" shall mean any person who is legally entitled to the use and enjoyment of all or any portion of a Unit under a lease, rental or tenancy agreement, exchange arrangement, concession agreement, or similar entitlement with or from a Unit Owner. Tenant is included in the definition of Permitted User.

2.57 "The Properties" shall mean all properties, including without limitation, the Condominium, described in the Master Covenants and all additions thereto, now or hereafter made subject to the Master Covenants, except such as are withdrawn from the provisions hereof in accordance with the procedures set forth in the Master Covenants.

2.58 "Town" means the Town of Longboat Key, Florida located within the County.

2.59 "Turnover" shall have the meaning given to it in Section 13.7 below.

2.60 "Unit" means a part of the Condominium Property which is subject to exclusive ownership. References herein to "Parcels" shall include Units unless the context prohibits or it is otherwise expressly provided.

2.61 "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Condominium Parcel.

2.62 "Vacation Club Product" means and refers to a timeshare, fractional, interval, vacation club, destination club, vacation membership, private membership club, private residence club, equity plan, non-equity plan, and points club product, program, service and/or plan and shall be broadly construed to include other forms of similar products, programs, services or plans wherein purchasers acquire an ownership interest, use right or other entitlement to use certain determinable accommodations, rooms, condominium units, apartments, co-operative units, single family homes, cabanas, cottages, or attached or free standing townhomes and villas, and associated facilities on a periodic basis and pay for such ownership interest, use right or other entitlement in advance.

Unless the context otherwise requires, any capitalized term not defined but used herein which is defined in the Master Covenants shall have the meaning given to such word or words in the Master Covenants.

3. **Description of Condominium**

3.1 Identification of Units. The Land has constructed thereon four (4) Buildings containing a total of sixty-nine (69) Units. Each such Unit is identified by a separate numerical and/or alpha-numerical designation. The designation of each of such Units is set forth on

Exhibit "2" attached hereto. Exhibit "2" consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said Exhibit "2", together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration, including, without limitation, the right to transfer such right to other Units or Unit Owners; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.

3.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

(i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling (which will be deemed to be the ceiling of the upper story if the Unit is a multi-story Unit, provided that in multi-story Units where the lower boundary extends beyond the upper boundary, the upper boundary shall include that portion of the ceiling of the lower floor for which there is no corresponding ceiling on the upper floor directly above such bottom floor ceiling).

(ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit (which will be deemed to be the floor of the first story if the Unit is a multi-story Unit, provided that in multi-story Units where the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion of the floor of the upper floor for which there is no corresponding floor on the bottom floor directly below the floor of such top floor).

(iii) Interior Divisions. Except as provided in Subsections 3.2(a)(i) and 3.2(a)(ii) above, no part of the floor of the top floor, ceiling of the bottom floor, stairwell adjoining the multi-floors, in all cases of a multi-story Unit, if any, or nonstructural interior walls shall be considered a boundary of the Unit.

(b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be as applicable; (i) as to the boundary between horizontally adjoining Units that are not separated by a wall, the vertical plane lying on the survey line defining the Unit perpendicular to the upper and lower boundaries as shown on Exhibit "2" hereof, as amended or supplemented, extended to their planar intersections with each other and with the upper and lower boundaries; and (ii) as to all other perimetrical boundaries of the Unit, the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries (and to the extent that the walls are drywall and/or gypsum board, the Unit boundaries shall be deemed to be the area immediately behind the drywall and/or gypsum board,

so that for all purposes hereunder the drywall and/or gypsum board shall be deemed part of the Unit and not part of the Common Elements).

(c) Apertures. Where there are apertures in any boundary, including, but not limited to, operable (as initially constructed) windows, doors, bay windows and skylights, such boundaries shall be extended to include the operable (as initially constructed) windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials; provided, however, that the exteriors of doors facing interior Common Element hallways, if any, shall not be included in the boundaries of the Unit and shall therefore be Common Elements. Notwithstanding anything herein contained to the contrary, any elevators (including all mechanical equipment serving, and housing for the elevators) wholly contained within and solely serving a Unit (to the exclusion of all other Units), if any, shall be deemed part of the Unit. Further, notwithstanding anything to the contrary, the structural components of the Building, and the Life Safety Systems, regardless of where located, are expressly excluded from the Units and are instead deemed Common Elements. For purposes hereof, to the extent that the Building include a curtain wall and/or window walls (i.e., non-operable windows, doors, bay windows and skylights), then any non-operable glass and/or transparent surfaces incorporated into such portion of the curtain wall and/or window wall system (and any installations or other portions of the curtain wall and/or window wall system) shall be deemed excluded from the Unit, considered part of the structural components of the Building and be deemed Common Elements hereunder. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, NO POST TENSION CABLES AND/ OR REINFORCEMENT BARS CONTAINED IN THE BUILDING SHALL BE CONSIDERED A PART OF A UNIT. AS SUCH POST TENSIONED CABLES AND/OR REINFORCEMENT BARS ARE ESSENTIAL TO THE STRUCTURE AND SUPPORT OF THE BUILDING, ALL POST TENSIONED CABLES AND/OR REINFORCEMENT BARS SHALL BE DEEMED COMMON ELEMENTS AND MAY NOT BE DISTURBED OR ALTERED WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD.

(d) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit "2" hereto shall control in determining the boundaries of a Unit, except that the provisions of Subsection 3.2(c) above shall control unless specifically depicted and labeled otherwise on such survey.

(e) Shared Facilities; Coordination with Master Covenants. Nothing herein is intended to create obligations for the Unit Owners and/or the Association to maintain, repair, replace, alter or otherwise impact the Shared Facilities. Given the integration of the Shared Facilities and the Common Elements, this Declaration shall be interpreted and enforced in such a manner to provide the Shared Facilities Manager with all of the rights, privileges and obligations established in the Master Covenants. Accordingly, notwithstanding anything to the contrary, in the event of conflict among the powers and duties of the Unit Owners, Association or the Shared Facilities Manager, the terms and provisions of the Master Covenants (and/or exhibits attached thereto), shall take precedence over any conflicting provisions of this Declaration.

3.3 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

(a) Patios, Balconies, Terraces and/or Lanais appurtenant to Units. Any patio, balcony, terrace, roof deck and/or lanai (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). Except only as set forth elsewhere to the contrary, the Association shall be responsible for the maintenance, repair and replacement of the structural and mechanical elements of any such Limited Common Elements and any roofing systems and/or waterproofing systems of the Building, with the costs of same being a part of the Common Expenses (in the absence of damage caused as a result of improving or otherwise altering the patio, balcony, terrace, roof deck and/or lanai, in which case the cost shall be the responsibility of the applicable Unit Owner). Except only as set forth elsewhere to the contrary, each Unit Owner shall, however, be responsible for the maintenance of any other portions of such areas, for the general cleaning, landscaping, plant care and upkeep of the appearance of the area(s) and for the repair and replacement of any floor coverings placed or installed on any patio, balcony, terrace, roof deck and/or lanai and/or any planters placed or installed on any patio, balcony, terrace, roof deck and/or lanai (as well as any resultant damage to Common Elements or other Units resulting from the use of any patio, balcony, terrace, roof deck and/or lanai and/or the installation of flooring, planters or other improvements on same). A Unit Owner using a patio, balcony, terrace, roof deck and/or lanai or making or causing to be made any additions, alterations or improvements thereto agrees, and shall be deemed to have agreed, for such Owner, and such Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Management Company, the Shared Facilities Manager, the Developer, Developer's Affiliates and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom. Notwithstanding anything to the contrary, the provisions of this paragraph shall only be applicable to patios, balconies, terraces and/or lanais, if any, wholly contained within the Common Elements (and not part of the Shared Facilities). Most if not all, patios, balconies, terraces and/or lanais, serving the Units are part of the Shared Facilities, and as such, are governed by the Master Covenants, rather than this paragraph. In the event of any conflict between the provisions hereof and those of the Master Covenants, the provisions of the Master Covenants shall take precedence over this Declaration.

(b) Storage Spaces. Each storage space located within the Storage Rooms shown on Exhibit "2" attached hereto, shall be a Limited Common Element only upon it being assigned as such to a particular Unit in the manner described herein. Developer hereby reserves and shall have the right to assign, with or without consideration, the exclusive right to use any storage space, if any, now or hereafter located within the Common Elements, to one or more Units, whereupon the space so assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned. Such assignment shall not be recorded in the Public Records of the County but, rather, shall be made by way of instrument placed in the official records of the Association (as same are defined in the By-Laws). The Developer reserves the right to retain any and all revenue and fees from any and all such assignments for its sole use and benefit. After assignment to a Unit by the Developer, a Unit Owner may assign, convey or otherwise transfer the Limited Common Element storage space assigned to his or her Unit to another Unit by written instrument delivered to (and to be held by) the Association. The maintenance of any storage space so assigned shall be the responsibility of the Association (provided however, that the contents

placed in any such storage space, including, the insurance thereof, shall be the sole responsibility of the Unit Owner of the Unit(s) to which it is assigned). The Owner of the Unit to which the storage space is appurtenant shall be liable for any loss, damage or liability which may result from the existence and use of such storage space, be it loss or damage to property and/or injury or death to persons, and shall indemnify and hold the Association, Management Company, Shared Facilities Manager, Developer and Developer's Affiliates, and its and their respective partners, members, shareholders, officers, directors, employees, managers, agents, contractors, consultants or affiliates harmless from and against any and all actions, claims, judgments, and other liabilities in any way whatsoever connected with the use of the storage space as contemplated herein. EACH UNIT OWNER ACKNOWLEDGES AND AGREES THAT CERTAIN OF THE STORAGE AREAS MAY BE LOCATED BELOW THE FEDERAL FLOOD PLAIN, AND, ACCORDINGLY, IN THE EVENT OF FLOODING, ANY PERSONAL PROPERTY STORED THEREIN IS SUSCEPTIBLE TO WATER DAMAGE. ADDITIONALLY, INSURANCE PREMIUMS, BOTH FOR THE ASSOCIATION IN INSURING THE STORAGE AREAS, AND FOR OWNERS, MAY BE HIGHER THAN IF THE AREAS WERE ABOVE THE FEDERAL FLOOD PLAIN. BY ACQUIRING TITLE TO, OR TAKING POSSESSION OF, A UNIT, OR ACCEPTING THE ASSIGNMENT OF A STORAGE SPACE, EACH OWNER, FOR SUCH OWNER AND THE OWNER'S TENANTS, GUESTS AND INVITEES, HEREBY EXPRESSLY ASSUMES ANY RESPONSIBILITY FOR LOSS, DAMAGE OR LIABILITY RESULTING THEREFROM.

(c) Miscellaneous Areas, Equipment; Utility Consumption. Except to the extent that same are located within the boundaries of a Unit, any fixtures or equipment (e.g., an air conditioning compressor, other portions of any air conditioning systems, and/or heater, if any, or hot water heater) serving a Unit or Units exclusively and any area (e.g., a closet, roof space or ground slab) upon/within which such fixtures or equipment are located shall be Limited Common Elements of such Unit(s). Without limiting the foregoing, each air conditioning unit (and all equipment and fixtures constituting an individual air conditioning system) located on the roof of the Building which serves only one Unit shall be deemed a Limited Common Element of the Unit it serves. The maintenance (and cost) of any such fixtures and/or equipment and/or areas so assigned shall be the sole responsibility of the Owner of the Unit(s) to which the fixtures and/or equipment are appurtenant. Additionally, notwithstanding anything to the contrary, to the extent that utility service (e.g., electric, water, sewer, gas etc.) to a Unit (to the exclusion of other Units and/or the Common Elements) is separately submetered to identify consumption by said Unit, same shall be deemed a Limited Common Element of the Unit with the Association to assess each Unit Owner for the costs of such utility service measured and paid for in direct relation to the consumption identified by the applicable submeter. Such charges may be enforced and shall be collectible by the Association in the same manner as "Assessments" hereunder.

(d) Other. If applicable, any other portion of the Common Elements identified as a Limited Common Element appurtenant to a Unit or group of Units herein and/or on Exhibit "2" attached hereto and/or which, by its nature, cannot serve all Units but serves one Unit or more than one Unit (i.e., any hallway and/or elevator landing serving a single Unit or more than one (1) Unit owned by the same Owner) shall be deemed a Limited Common Element of the Unit(s) served and shall be maintained by said Owner. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a

decision shall be made by a majority vote of the Board of Directors and shall be binding and conclusive when so made. To the extent of any area deemed a Limited Common Element under this Subsection 3.3(d), the Owner of the Unit(s) to which the Limited Common Element is appurtenant shall have the right to alter same as if the Limited Common Element were part of the Owner's Unit, rather than as required for alteration of Common Elements. Notwithstanding the foregoing, the designation of any portion of the Common Elements as a Limited Common Element under this Subsection 3.3(d) shall not allow the Owner of the Unit to which the Limited Common Element is appurtenant to preclude, or in any way interfere with the passage through such areas as may be needed from time to time for emergency ingress and egress, and for the maintenance, repair, replacement, alteration and/or operation of the elevators, Life Safety Systems, stairways, mechanical equipment and/or other Common Elements which are most conveniently serviced (in the sole determination of the Board) by accessing such areas (and an easement is hereby reserved for such purposes).

Except for those portions of the Common Elements designed and intended to be used by all Unit Owners, a portion of the Common Elements serving only one (1) Unit or a group of Units (but not all Units) may be reclassified as a Limited Common Element upon the vote required to amend the Declaration under either Section 6.1 or 6.5 hereof (and any such amendment shall not be deemed a Material Amendment governed by Section 6.2).

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act and any easements affecting the Condominium Property and recorded in the Public Records of the County):

(a) Support. Each Unit, the Building and any structure and/or Improvement now or hereafter constructed adjacent thereto shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units, the Common Elements and/or the Association Property and any other structure or improvement within The Properties (or the Future Development Property) which abuts any Unit, the Building or any Improvements, including, without limitation, any structures now or hereafter governed by the Master Covenants.

(b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and monitoring systems, Life Safety Systems, Master Life Safety Systems, digital and/or other satellite systems, broadband communications and other services and drainage in order to serve the Condominium and/or members of the Association and/or The Properties. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications, monitoring systems, Life Safety Systems, Master Life Safety Systems, digital and/or other satellite systems, broadband communications or other service or drainage facilities or the use of these easements. The Association (as to Common Elements) and the Shared Facilities Element Owner (as to Shared Facilities) shall have an irrevocable right of access to each Unit to maintain, repair or replace any Common Elements or Shared Facilities pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications, monitoring systems, Life Safety Systems, Master Life Safety Systems, digital and/or other satellite systems, broadband communications and similar systems, hot water heaters, service and drainage

facilities, and Common Elements and/or Shared Facilities contained in the Unit or elsewhere in or around the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).

(c) Encroachments. If (i) any portion of the Common Elements and/or the Association Property encroaches upon any Unit (or Limited Common Element appurtenant thereto) or other portions of the Shared Facilities; (ii) any Unit (or Limited Common Element appurtenant thereto) encroaches upon any other Unit or upon any portion of the Common Elements and/or Association Property and/or the Shared Facilities; (iii) any Improvements encroach upon Shared Facilities or the property of any other Element; (iv) any Shared Facilities or "improvements" of another Element encroach upon the Condominium Property or (v) any encroachment shall hereafter occur as a result of (1) construction of the Improvements; (2) settling or shifting of the Improvements; (3) any alteration or repair to the Common Elements and/or the Association Property made by or with the consent of the Association or Developer, as appropriate; or (4) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements, the affected Shared Facilities or relevant "improvements" upon another Element shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests, Tenants and invitees, and for each member of the Association and each owner of any portion of The Properties and their guests, tenants and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements (including, without limitation, Limited Common Elements) and Association Property, as from time to time may be intended and designated for such purpose and use by the Board, and to afford pedestrian access to and from any portion of The Properties located within or surrounded by the Improvements; and for vehicular and pedestrian traffic over, through and across, such portions of the Common Elements and Association Property as from time to time may be paved and intended for such purposes. Further, non-exclusive easements in favor of each Unit Owner and resident, their guests, Tenants and invitees shall exist for pedestrian traffic over, through and across the Shared Facilities and for rights to use same, subject to the rules and regulations of the Shared Facilities Element Owner and the rights of the Developer. Without limiting the generality of the foregoing, easements are hereby reserved over, under and upon each and every of the stairways, as may be reasonably necessary to afford access to and from, (i) any portions of The Properties as may be reasonably necessary in the event of an emergency, (ii) any portions of The Properties as may be reasonably necessary for the operation, maintenance, repair, replacement and/or alteration of any portion of The Properties. None of the easements specified in this Subsection 3.4(d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate

to the rights of Unit Owners and the Association with respect to such easements.

(e) Construction; Maintenance. The Developer (including Developer's Affiliates and its or their designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property, including without limitation, any portion of a Unit, and take all other action necessary or convenient for the purpose of undertaking and completing the construction (including, without limitation, any Developer contractual punchlist obligations) thereof and/or any portion of the Common Elements, The Properties and/or the Future Development Property, or any part thereof, or any Improvements, structures, facilities or Units located or to be located thereon, and/or any improvements located or to be located adjacent thereto and for repair, replacement and maintenance or warranty purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so. The Association (and its designees, contractors, subcontractors, employees) shall have the right to have access to each Unit from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units, including, without limitation, (but without obligation or duty) to close exterior storm shutters in the event of the issuance of a storm watch or storm warning.

(f) Exterior Building Maintenance. An easement is hereby reserved on, through and across each Unit and all Limited Common Elements appurtenant thereto in order to afford access to the Association (and its contractors), Management Company and/or Shared Facilities Manager to perform roof repairs and/or replacements, repair, replace, maintain and/or alter rooftop mechanical equipment, to stage window washing equipment, to perform window washing and/or any other exterior maintenance and/or painting of the Building. In exercising any of the rights reserved herein, the Association shall take reasonable steps to minimize interference with any uses being made from any other Element and shall indemnify and hold harmless the other Element Owners from any damage and/or liability which may be incurred as a result of the Association's exercise of the rights reserved hereunder.

(g) Sales and Leasing Activity. For as long as the Developer (or any of Developer's Affiliates) or Declarant retains any ownership interest in any portion of The Properties including any Future Development Property, the Developer, the Declarant, and its and their designees, successors and assigns, hereby reserve and shall have the right to use any Units owned by Developer (or Developer's Affiliates) and all of the Common Elements or Association Property for guest accommodations, model apartments and sales, leasing, management, resales, administration and construction offices, to provide financial services, to show model Units and/or apartments and the Common Elements and/or any other portions of the Condominium Property or neighboring properties owned or developed by the Developer, Declarant, or Developer's Affiliates, to prospective purchasers and tenants of Units and/or "units" or "improvements" intended to be constructed on any neighboring properties and/or within The Properties (and/or the Future Development Properly) and/or to erect on the Condominium Property and Association Property signs, displays and other promotional material to advertise Units or other portions of The Properties (including any

Future Development Property) for sale or lease, and an easement is hereby reserved for all such purposes and without the requirement that any consideration be paid by the Developer, Declarant, or entities affiliated with the Developer, to the Association or to any Unit Owner, subject to and consistent with any applicable provisions in the Management Agreement or any of the other Brand Agreements.

(h) Shared Facilities Element Owner Easements. The Shared Facilities Element Owner and its or their agents, employees, contractors and assigns shall have an easement to enter onto the Condominium Property for the purpose of performing such functions as are permitted or required to be performed by the Shared Facilities Element Owner by the Master Covenants, including, but not limited to, maintenance, repair, replacement and alteration of Shared Facilities, safety and maintenance activities and enforcement of architectural restrictions (as and to the extent required by the Master Covenants). An easement for such purposes is hereby granted and reserved to the Shared Facilities Element Owner (and its Tenants and other Permitted Users), and each Owner, by acceptance of a deed or other conveyance of a Unit, shall be deemed to have agreed to the grant and reservation of easement herein described and the rights herein vested. All easements and rights provided for in the Master Covenants in favor of the Shared Facilities Element Owner, and the Declarant, are hereby granted to said Shared Facilities Element Owner and Declarant, and its assignees, designees and nominees.

(i) Elevator Vestibule Easements. Easements are hereby reserved over, through and across such portions of the Condominium Property (including, without limitation, all Elevator Vestibules, hoistways and control panels) as may be necessary or convenient to afford access by the Management Company, the Association (and its designees, contractors, subcontractors, employees or other parties designated by the Association) to allow a staging area and convenient means of access for the maintenance, repair, replacement, alteration and/or operation of elevator machine rooms, control panels, Life Safety Systems, mechanical equipment and/or other portions of the Common Elements which are most conveniently serviced (in the sole determination of the Board) by accessing such areas. In furtherance of the foregoing, no Unit Owner, tenant or other occupant shall take any action to impede access to the elevator machine rooms, control panels, Life Safety Systems, mechanical equipment and/or other portions of the Common Elements, whether by the installation of locked doors (which is expressly precluded) or otherwise. In furtherance of the foregoing, any and all improvements to and/or furnishings or decorative items installed in any Elevator Vestibules shall utilize fire retardant materials and shall otherwise comply with all requirements of the Town's building and fire departments. None of the easements specified in this subparagraph 3.4(i) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements. Additionally, the Association (and its designees, contractors, subcontractors, employees or other parties designated by the Association), the Management Company and each Unit Owner (and their guests, Tenants and invitees) shall have an easement over, through and across the Elevator Vestibules and each and every of the Units as may be reasonably necessary for purposes of emergency ingress and egress. In furtherance of the foregoing, no Unit Owner, tenant or other occupant shall take any action to impede access to the Elevator Vestibules,

whether by the installation of locked doors (which is expressly precluded) or otherwise. Notwithstanding the foregoing, inasmuch as the Elevator Vestibules are included as part of applicable Units and are intended, to the maximum extent practical, to be private, all easements reserved in this Section shall be exercised only when in such manner and with such frequency to minimize any disruption to the appurtenant Unit Owner.

(j) Warranty. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for acts or omissions of Developer in the development, construction, sale, resale, leasing, financing and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner and without requiring any consideration to be paid by the Developer to the Unit Owners and/or Association (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice to the Condominium Association or Unit Owner, as applicable), to enter the Condominium Property, including the Units, Common Elements and Limited Common Elements without restriction, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. The failure of the Association or any Unit Owner to grant such access, or if the Association or any Unit Owner interferes with such access, same shall alleviate the Developer from having to fulfill its warranty obligations and the costs, expenses, liabilities or damages arising out of any unfulfilled Developer warranty will be the sole obligation and liability of the person or entity who or which impedes the Developer in any way in Developer's activities described in this Subsection 3.4(j). The easements reserved in this Section shall expressly survive the transfer of control of the Association to Unit Owners other than the Developer and the issuance of any certificates of occupancy for the Condominium Property (or portions thereof). **Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be or are expressly set forth herein) as set forth in Section 23 below.**

(k) Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Elements in the performance of their respective duties.

(l) Support of Adjacent Structures. In the event that any structure(s) is constructed so as to be connected in any manner to the Building, then there shall be (and there is hereby declared) an easement of support for such structure(s) as well as for the installation, maintenance, repair and replacement of all utility lines and equipment serving the adjacent structure which are necessarily or conveniently located within the Condominium Property or Association Property (provided that the use of this easement shall not unreasonably interfere with the structure, operation or use of the Condominium Property, the Association Property or the Building). All easements and rights provided for in the Master Covenants in favor of the Shared Facilities Element Owner and other Owners of portions of The Properties and their Permitted Users, and/or the Declarant thereunder, are hereby granted.

(m) Additional Easements. The Association, through its Board, on the Association's behalf and on behalf of all Unit Owners (each of whom hereby appoints the

Association as its attorney-in-fact for this purpose), shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or modify or relocate any such existing easements or drainage facilities, in any portion of the Condominium and/or Association Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium and/or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or any improvement located on the Shared Facilities or within The Properties for the general health or welfare of the Unit Owners and/or members of the Association, or for the purpose of carrying out any provisions of this Declaration or the Master Covenants, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes. All easements and rights provided for in the Master Covenants in favor of the Shared Facilities Element Owner, other Owners of portions of The Properties, their Permitted Users or the Declarant are hereby granted to them, and their assignees, designees and nominees.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described, subject, however, to the rights of Owners to transfer Limited Common Elements as provided elsewhere in this Declaration. The appurtenant share in the Common Elements and Common Surplus, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. Notwithstanding the foregoing, nothing herein shall preclude an Owner from assigning, conveying or otherwise transferring a Limited Common Element to another Unit as provided elsewhere in this Declaration. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

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

5.1 Percentage Ownership and Shares in Common Elements. Each Unit shall have, as an appurtenance to the Unit, an equal one – sixty ninth ($1/69^{th}$) undivided interest in the Common Elements and Common Surplus, and an equal one – sixty ninth ($1/69^{th}$) responsibility for the Common Expenses.

5.2 Voting. Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation. Each Unit Owner shall be a member of the Association.

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

6.1 By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the Unit Owners. Except as elsewhere provided, approvals must be by an affirmative vote representing in excess of a majority of the voting interests of all Unit Owners. Unit Owners not present in person at the meeting considering the amendment may express

their approval or disapproval in writing, provided that such approval or disapproval is delivered to the secretary at or prior to the meeting, however, such approval or disapproval may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

6.2 Material Amendments. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment and the amendment is otherwise approved by an affirmative vote representing a majority of all of the voting interests of all Unit Owners. The acquisition of property by the Association, the designation of a portion of Common Elements to be Limited Common Elements (as contemplated in Section 3.3(d) above), material alterations or substantial additions to such property or the Common Elements by the Association and installation, replacement, operation, repair and maintenance of approved exterior storm shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment. Further, notwithstanding anything to the contrary in this Declaration, no amendment may be adopted which would constitute a breach of, or otherwise be in conflict with, the applicable terms and conditions of the Brand Agreements.

6.3 Mortgagee's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to any Institutional First Mortgagees or the Primary Institutional First Mortgagee without the consent of the aforesaid Institutional First Mortgagees in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the Primary Institutional First Mortgagee shall join in the amendment. Except as specifically provided herein or if required by FNMA or FHLMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.

6.4 Water Management District. No amendment may be adopted which would affect the surface water management and/or drainage systems, including environmental conservation areas, without the consent of the applicable water management district (the "District"). The District shall determine whether the amendment necessitates a modification of the current surface water management permit. If a modification is necessary, the District will advise the Association. The District has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the Association.

6.5 By or Affecting the Developer. Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors, the Declaration, the Articles of Incorporation or the By-Laws may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, except for an amendment: (i) to permit time-share estates (which must be approved, if at all, by all Unit Owners and mortgagees on Units); or (ii) to effect

a Material Amendment which must be approved, if at all, in the manner set forth in Subsection 6.2 above. The unilateral amendment right set forth herein shall include, without limitation, the right to correct scrivener's errors. No amendment may be adopted (whether to this Declaration, any of the exhibits hereto, the Master Covenants, or any of the exhibits thereto) which would impose any restriction and/or eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, Declarant or Shared Facilities Element Owner, without the prior written consent of the Developer, Declarant or Shared Facilities Element Owner, as applicable, in each instance. Without limiting the generality of the foregoing, in accordance with the provisions of Section 718.301(3), Florida Statutes, if the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer: (a) Assessment of the Developer as a Unit Owner for capital improvements or (b) any action by the Association that would be detrimental to the sales of Units by the Developer.

6.6 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association, executed either by the President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of the Declaration is effective when the applicable amendment is properly recorded in the public records of the County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision . . . for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly adopted amendment.

7. Maintenance and Repairs.

7.1 Units and Limited Common Elements. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, including, without limitation, maintenance, repair and replacement of windows, window coverings, wall coverings, built-ins, interior nonstructural walls, the interior side of any entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed (or caused to be performed) by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. The foregoing obligation of a Unit Owner for maintenance, repairs and replacements shall not be excused under any circumstances, including, without limitation, in instances where the Unit is leased or rented, and the obligations of the Unit Owner shall extend to any maintenance, repairs and/or replacements necessitated by any Tenants and/or other Permitted Users. Notwithstanding that certain exterior

surfaces made of glass or other transparent materials are part of the Units as set forth in Section 3.2(c) above, the Association shall be responsible for any exterior window washing or any windows or glass surfaces surrounding a Unit which are not safely and readily accessible to the Unit Owner, with the costs thereof being a Common Expense.

7.2 Common Elements and Association Property. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than those Limited Common Elements or portions thereof to be maintained by the Unit Owners as provided above) and Association Property shall be performed (or caused to be performed) by the Association and the cost and expense thereof shall be Assessed to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners as a Charge.

Lastly, if, in order to effect repairs to the Common Elements, the Association removes, destroys and/or otherwise alters any floor, wall or ceiling coverings, or other items of personal property, then, in such instance, the Association shall only be obligated for the restoration of the Common Elements, without any obligation to restore the disrupted and/or altered floor, wall or ceiling coverings, or other items of personal property. Replacement of said items shall be the responsibility and obligation of the Unit Owner or tenant, as applicable.

7.3 Effect on Other Elements. Given the integration of the Condominium Property with the Elements, and the effect that changes to the Common Elements may have on other Elements or the operations conducted therefrom, the Association agrees that:

(a) it shall maintain the Common Elements and the Condominium, including, without limitation, the exteriors of the Building, consistent with the Project Standard and that which was originally constructed, subject to reasonable wear and tear (provided that same does not become unsightly); and

(b) there shall be no change, modification or alteration to the exterior of any Building without the prior written consent of the Shared Facilities Element Owner.

(c) In the event that maintenance and/or repairs are necessitated to any portion of the Condominium Property which may reasonably affect access to, or operations from, any other Element, or any portion of same, such as, exterior painting, window washing etc., then, the Association agrees that it shall give the Element Owners not less than thirty (30) days prior written notice and that such maintenance and/or repairs shall be undertaken at such times, and in such a manner, as will minimize interference with the operations from the Elements and as will minimize disruption to the guests/customers/clients visiting the businesses conducted from the Elements (or any portions of same).

7.4 Specific Unit Owner Responsibility. The obligation to maintain and repair any drywall or gypsum board within or surrounding a Unit, any air conditioning and heating equipment, plumbing or electrical feeds, water heaters, appliances, fixtures, sliding glass doors (including all hardware and tracks), screens (whether on windows or doors), screened enclosures and screen doors serving the Unit, or other items of property which service a particular Unit or Units (to the exclusion of other Units), including, without limitation, any exterior storm shutters protecting doors or windows for a particular Unit, shall be the responsibility of the applicable Unit Owners, individually, and not the

Association, without regard to whether such items are included within the boundaries of the Units.

7.5 Remedies for Non-Compliance; Standards for Maintenance. In the event of the failure of Unit Owner to maintain his or her Unit and/or Limited Common Elements in accordance with this Declaration, the Association shall have the right (but not the obligation), upon five (5) days' prior written notice to the applicable Unit Owner at the address last appearing in the records of the Association, to enter upon the Unit Owner's Unit and/or Limited Common Elements, as applicable and perform such work as is necessary to bring the Unit and/or Limited Common Elements, as applicable, into compliance with the standards set forth herein, with the costs thereof to be a Charge to the applicable Unit Owner. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration (including, without limitation, the imposition of fines or the filing of legal or equitable actions). Notwithstanding anything herein contained to the contrary, any and all maintenance obligations of either the Association or a Unit Owner, must be undertaken in such a manner to assure that the portions being maintained by the Association and/or any Unit Owner are consistent with the Project Standard.

7.6 Master Covenants Prevail. Nothing herein is intended to create obligations for the Unit Owners and/or the Association to maintain, repair, replace, alter or otherwise impact the Shared Facilities. Given the integration of the Shared Facilities and the Common Elements, this Declaration shall be interpreted and enforced in such a manner to provide the Shared Facilities Manager with all of the rights, privileges and obligations established in the Master Covenants. Accordingly, notwithstanding anything to the contrary, in the event of conflict among the powers and duties of the Unit Owners, Association or the Shared Facilities Manager, the terms and provisions of the Master Covenants (and/or exhibits attached thereto), shall take precedence over any conflicting provisions of this Declaration.

8. Additions, Improvements or Alterations by the Association. Except only as provided herein to the contrary, whenever in the judgment of the Board of Directors, the Common Elements, the Association Property, or any part of either, shall require capital additions, alterations or improvements (as distinguished from maintenance, repairs and replacements, which may be undertaken without requiring a vote of, or approval from, Unit Owners regardless of the costs of such maintenance, repairs and replacements) costing in excess of ten percent (10%) of the then applicable budget of the Association in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements if the making of such additions, alterations or improvements shall have been approved by an affirmative vote representing a majority of the voting interests represented at a meeting at which a quorum is attained (unless the addition, alteration or improvement is otherwise exempt or excused from the approval requirements hereof pursuant to other provisions of this Declaration or the Act). Any such additions, alterations or improvements to such Common Elements, the Association Property, or any part of either, costing in the aggregate ten percent (10%) of the then applicable budget of the Association or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this Section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is required to be made beyond that year. Notwithstanding anything herein contained to the contrary, to the extent that any additions, alterations or improvements are necessitated by, or result from, an Extraordinary Financial Event, then such additions, alterations or improvements may be made upon decision of the Board alone (without requiring

any vote by Unit Owners and without regard to whether the additions, alterations or improvements will exceed the threshold amount set forth above). All additions, alterations and improvements proposed to be made by the Association may also be subject to the specific action and veto rights of the Shared Facilities Element Owner as provided in the Master Covenants as set forth therein.

Notwithstanding anything to the contrary, material alterations or substantial additions to the Common Elements or to real property which is Association Property may be undertaken, without a vote of Unit Owners, provided that Board approval is first obtained. The foregoing, however, shall not negate the need for Unit Owner approval if Unit Owner approval is required in accordance with the initial paragraph of this Section 8. Notwithstanding the foregoing, the Association, by majority vote of the Board (and without requiring the consent of any Unit Owners and regardless of whether the cost exceeds the threshold set forth in the previous paragraph) may enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities, regardless of whether the lands or facilities are contiguous to the Condominium Property, if such lands and facilities are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners. Any rental, membership fees, operations, replacements, and other expenses incurred pursuant to any such agreements shall be Common Expenses and the Board may impose rules and regulations concerning their use.

9. Additions, Alterations or Improvements by Unit Owners.

9.1 Consent of the Board of Directors. No Unit Owner (other than the Developer) shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, any structural addition, alteration or improvement in or to his or her Unit, the Common Elements or any Limited Common Element or any change to his or her Unit which is visible from any other Unit or Element, the Common Elements and/or the Association Property and/or the Shared Facilities, without, in each instance, the prior written consent of the Board of Directors or the Shared Facilities Element Owner, as applicable. Without limiting the generality of this Subsection 9.1, no Unit Owner shall cause or allow improvements or changes to his or her Unit, or to any Limited Common Elements, Common Elements or any property of the Association which does or could in any way affect, directly or indirectly, Shared Facilities, or the structural, electrical, plumbing, Life Safety Systems, Master Life Safety Systems, or mechanical systems or any landscaping or drainage, of any portion of the Condominium Property without first obtaining the written consent of the Board of the Association or the Shared Facilities Element Owner (as to Shared Facilities). The Board and/or Shared Facilities Element Owner shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute consent. The Board and/or Shared Facilities Element Owner may condition the approval in any manner, including, without limitation, imposition of a review fee (which must be paid by the party submitting the request at the time of the submission), retaining approval rights of the contractor, or others, to perform the work, imposing conduct standards on all such workers, establishing permitted work hours and requiring the Unit Owner to obtain insurance naming the Developer, Shared Facilities Element Owner, the Management Company, and the Association as additional named insureds. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association and/or Shared Facilities Element Owner with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of

Directors and Shared Facilities Element Owner, such approval may not be revoked, unless such approval was obtained through false or misleading information or in the event of manifest error.

A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Unit Owner, and such Unit Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Management Company, the Developer, Developer's Affiliates, Declarant, Declarant's Affiliates, Shared Facilities Element Owner, Shared Facilities Manager and all other Unit Owners harmless from and to indemnify them against any liability or damage to the Condominium and/or Association Property and/or Shared Facilities and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required. All rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the reviewing party. Neither the Developer, Developer's Affiliates, Declarant, Declarant's Affiliates, Shared Facilities Element Owner, Shared Facilities Manager, the Association, the Management Company, nor any of its partners, members, shareholders, officers, directors, employees, managers, agents, contractors, consultants, affiliates or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the Association, the Management Company, the Developer, Developer's Affiliates, Declarant, Declarant's Affiliates, Shared Facilities Element Owner and/or Shared Facilities Manager arising out of the review of any plans hereunder. Without limiting the generality of the foregoing, none of Association, the Management Company, the Developer, Developer's Affiliates, Declarant, Declarant's Affiliates, Shared Facilities Element Owner and/or Shared Facilities Manager shall be responsible for reviewing, nor shall their review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Association, the Management Company, the Developer, Developer's Affiliates, Declarant, Declarant's Affiliates, Shared Facilities Element Owner and/or Shared Facilities Manager harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans hereunder. Without limiting the generality of the foregoing, to the extent that the Condominium has been constructed with either a precast concrete system or post tensioned cables and/or reinforcing rods/bars, then absolutely no penetration shall be made to any floor, roof or ceiling slabs without the prior written consent of the Board of Directors and review of the as-built plans and specifications for the Building by the applicable licensed professionals. The plans and specifications for the Building shall be maintained by the Association as part of its official records. To the extent that the Condominium has been constructed with a precast concrete system or post tensioned cables and/or reinforcing rods/bars, each Unit Owner, by accepting a deed or otherwise acquiring title to a Unit shall be deemed to: (i) have assumed the risks associated with post tension construction, (ii) agree that the penetration of any post tensioned cables and/or reinforcement rods/bars may threaten the structural integrity of the Building and (iii) agree to be responsible for any damages (including future consequential damage) caused to any and all post tensioned cables and/or reinforcement, even if the

work causing such damage was previously approved by the Association. Each Owner hereby releases Association, the Management Company, the Developer, Developer's Affiliates, Declarant, Declarant's Affiliates, Shared Facilities Element Owner, Shared Facilities Manager and its and their members, contractors, architects, engineers, and its and their partners, members, shareholders, officers, directors, employees, managers, agents, or affiliates from and against any and all liability that may result from penetration of any of the surfaces even if such parties originally approved such plans.

Notwithstanding anything to the contrary, any addition, alteration or improvement to be undertaken by, or on behalf of, a Unit Owner, which is approved by the Board in accordance with the provisions of this Section 9.1 (or is otherwise deemed approved or exempt from approval as provided elsewhere herein), whether to the Owner's Unit, Limited Common Elements appurtenant thereto and/or Common Elements, may be undertaken upon the approval of the Board (without requiring the consent or approval of Unit Owners) regardless of whether or not same shall constitute a material alteration to the Common Elements.

9.2 Life Safety Systems. No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems and/or Master Life Safety Systems, and/or to any other portion of the Condominium Property which may alter or impair the Life Safety Systems and/or Master Life Safety Systems or access to the Life Safety Systems and/or Master Life Safety Systems, without first receiving the prior written approval of the Board (as to Life Safety Systems) or the Shared Facilities Element Owner (as to Master Life Safety Systems). In that regard, no lock, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever. No barrier including, but not limited to personalty, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

9.3 Improvements, Additions or Alterations by Developer. Anything to the contrary notwithstanding, the foregoing restrictions of this Section 9 shall not apply to Developer-owned Units and/or improvements made thereto, nor shall any rules, regulations or other conditions imposed upon improvements, additions or alterations be applicable to the Developer. The Developer shall have the additional right, without the consent or approval of the Association, the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it or them and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, windows, doors, sliding glass doors, floors, ceilings and other structural portions of the Improvements and/or the installation of divider walls and/or signs), subject to any approval required under any Brand Agreement. Further, Developer reserves the right, without the consent or approval of the Board of Directors or other Unit Owners, to expand, alter or add to all or any part of the recreational facilities. Any amendment to this Declaration required by a change made by the Developer pursuant to this Section 9.3 shall be adopted in accordance with Section 6 and Section 10 of this Declaration.

Notwithstanding anything to the contrary, any addition, alteration or improvement to be undertaken pursuant to this Section 9.3, may be undertaken without the approval of the Board (and without requiring the consent or approval of Unit Owners) regardless of whether or not same shall constitute a material alteration to the Common Elements.

9.4 Improvements, Additions or Alterations to other Elements. Each Element Owner from time to time shall have the right, without the consent or approval of the Association, the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon the applicable Element and any Limited Shared Facilities appurtenant or adjacent thereto, subject to any approval required under any Brand Agreement.

10. Changes in Developer-Owned Units. Without limiting the generality of the provisions of Subsection 9.3 above, and anything to the contrary notwithstanding, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size of Developer-owned Units by combining separate Developer-owned Units into a single apartment (although being kept as two separate legal Units), or otherwise; and (iv) reapportion among the Developer-owned Units affected by such change in size pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units, or portions thereof, into adjacent Common Elements, provided that such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by changes of the Developer made pursuant to this Section 10, shall be effected by the Developer alone pursuant to Subsection 6.5, without the vote or consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any of same constitutes a Material Amendment, in which event, the amendment must be approved as set forth in Subsection 6.2 above. Without limiting the generality of Subsection 6.5 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

11. Operation of the Condominium by the Association; Powers and Duties.

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium and the Association Property (but not the Shared Facilities). The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation (respectively, **Exhibits "3" and "4"** annexed hereto), as amended from time to time. The qualifications for serving as a director shall be as set forth in the By-Laws and Articles of Incorporation.

The affairs of the Association shall be governed by a Board, initially consisting of three (3) directors. The size of the Board may be modified in accordance with the terms of the By-Laws, but in no event shall there be fewer than three (3) nor more than nine (9) directors. The Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The irrevocable right to have access to each Unit and any Limited Common Elements appurtenant thereto from time to time during reasonable hours as may be necessary for pest control or other purposes and for the maintenance,

repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements or to a Unit or Units, including, without limitation, (but without obligation or duty) to install and/or close exterior storm shutters in the event of the issuance of a storm watch or storm warning and/or to maintain, repair, replace and/or operate Life Safety Systems. Unless the Association expressly assumes the obligation to install and/or close exterior storm shutters in the event of the issuance of a storm watch or storm warning, the obligation to put shutters on, and then remove shutters, intended to protect individual Units shall be the sole obligation of the Unit Owner.

(b) The right to enter an abandoned Unit to inspect the Unit and adjoining Common Elements; to make repairs to the abandoned Unit or to the Common Elements serving the Unit, as needed; to repair the Unit if mold or deterioration is present; to turn on the utilities for the Unit; or to otherwise maintain, preserve or protect the Unit and adjoining Common Elements. Any expense incurred by the Association pursuant to this subparagraph is chargeable to the Unit Owner and enforceable as an Assessment.

(c) The power to make and collect Assessments and other Charges against Unit Owners and to lease, maintain, repair and replace the Common Elements and Association Property.

(d) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior written request.

(e) The Association shall assume all of Developer's and/or Developer's Affiliates' responsibilities to the State, Town and/or County, and its or their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Condominium Property including, without limitation, any and all obligations imposed by any permits or approvals issued by the State, Town and/or County, (as same may be amended, modified or interpreted from time to time) and, in either such instance, the Association shall indemnify and hold Developer and Developer's Affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

(f) The power to contract for the management and maintenance of the Condominium Property and to authorize the Management Company (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as reviewing and evaluating the submission of proposals, collection of Assessments and Charges, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements (including without limitation the Association's duty to repair and replace the Condominium Property) with such funds as shall be made available by the Association for such purposes. The Association and its directors and officers shall, however, retain at all times the powers and duties granted in the Association Documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(g) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and

a majority of the voting interests represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing. The foregoing restriction shall not apply if such indebtedness is entered into for the purpose of financing insurance premiums, which action may be undertaken solely by the Board of Directors, without requiring a vote of the Unit Owners.

(h) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Common Elements and Association Property. Without limiting the generality of the foregoing, the Association shall have the authority to establish rules, regulations, conditions and procedures: (i) with respect to the reservation of use of Building amenities, maximum reserved usage rights, the costs for usage, and the maintenance responsibilities attributable to usage, (ii) to address move-ins, including, without limitation, requiring pre-approval of move-in dates and times, limitations on permitted move-in times, and imposition of move-in fees, additional dumpster and/or trash removal fees, etc., as and to the extent permitted by law and (iii) regarding the installation and/or placement of furniture, fixtures and/or other object on balconies, terraces, patios and/or lanais. Notwithstanding anything herein contained to the contrary, no such rule may restrict, limit or otherwise impair the rights of the Shared Facilities Element Owner and/or the Developer without the prior written consent of the Shared Facilities Element Owner and/or the Developer, as applicable.

(i) The power to act as the collection agent on behalf, and at the request, of the Shared Facilities Element Owner for assessments or charges due same from Unit Owners; provided, however, that any assessments so collected shall not be deemed Assessments or Common Expenses hereunder.

(j) The power to enter into agreements with the Shared Facilities Manager and/or other parties to acquire parking privileges for the Condominium and/or the Unit Owners (and their guests, Tenants and invitees).

(k) The power (by Board vote alone, without requiring a vote or approval of Unit Owners) to enter into agreements with the Shared Facilities Element Owner and/or the Hotel Element Owner to acquire use rights for the Condominium and/or the Unit Owners for use of the Non-Condominium Amenities.

(l) The power to acquire, convey, lease and encumber real and personal property. Personal property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors, subject to Section 7.6 hereof. Real property (including, without limitation, any of the Units) shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors alone; provided that the requirements of Section 7.6 pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the proviso regarding the debt incurred) shall also apply to the acquisition of real property; provided, further, however, that the acquisition of any Unit as a result of a foreclosure of the lien for Assessments (or by deed in lieu of foreclosure) shall be made upon the majority vote of the Board, regardless of the price for same and the Association, through its Board, has the power to hold, lease, mortgage or convey the acquired Unit(s) without requiring the consent of Unit Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, taxes, Assessments, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

(m) If not otherwise the obligation of the Shared Facilities Element Owner, the obligation to (i) operate and maintain the surface water management system in accordance with the permit issued by the District, (ii) carry out, maintain, and monitor any required wetland mitigation tasks, if any, and (iii) maintain copies of all permitting actions with regard to the District.

(n) Without creating any obligation to do so, the power and authority of the Board (by a majority vote, without requiring any vote of Unit Owners) to negotiate and enter into an agreement or agreements to obtain use rights for spa/fitness memberships and/or other recreational activities and/or services from any facility located within Sarasota County, Florida. Said power shall include, without limitation, the right to negotiate the specific terms and conditions of such agreement (or agreements), including, without limitation, the services to be provided, the location of facilities and/or use and/or the amount of membership fees.

(o) From and after the time that Developer and/or Developer's Affiliates have no direct or indirect interest in any portion of The Properties and/or the Future Development Property, the power to execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit by acceptance of a lien on said Unit, appoints and designates the President of the Association, as such Owner's agent and power of attorney to execute any and all such documents or consents. To the extent that Developer and/or Developer's Affiliates have any direct or indirect interest in any portion of The Properties and/or the Future Development Property, the foregoing authority and power of attorney shall be vested in Developer.

(p) All of the powers which a corporation not for profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation, the By-Laws, Chapters 607 and 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act.

(q) Those certain emergency powers granted pursuant to Section 718.1265, Florida Statutes.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration, exhibits attached hereto and the Master Covenants or otherwise, the Master Covenants shall take precedence over this Declaration, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act. Nothing contained in the Master Covenants shall conflict with the powers and duties of the Association or the rights of the Unit Owners as provided in the Act.

11.2 Limitation Upon Liability. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, neither the Association nor the Management Company shall be liable to Unit Owners for injury or damage, other than for the cost of

maintenance and repair, caused by any latent condition of the Condominium Property. Further, neither the Association nor the Management Company shall be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 9 hereof. The Association also shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms. Notwithstanding the foregoing, nothing contained herein shall relieve the Association of its duty of ordinary care, as established by the Act, in carrying out the powers and duties set forth herein, nor deprive Unit Owners of their right to sue the Association if it negligently or willfully causes damage to the Unit Owner's property during the performance of its duties hereunder. The limitations upon liability of the Association described in this Subsection 11.2 are subject to the provisions of Section 718.111(3) F.S.

11.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her Unit.

11.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who is authorized to cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

11.5 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors, is specifically required in this Declaration, the Articles of Incorporation or By-Laws, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. However, any Board actions or approvals taken without a resolution must be documented and maintained as part of the official books and records of the Association expressly in the meeting minutes. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND OTHER THAN WITH RESPECT TO THE COLLECTION OR ENFORCEMENT OF AN ASSOCIATION ASSESSMENT LIEN, THE ASSOCIATION SHALL NOT COMMENCE, ANY ACTION, PROCEEDING, LAWSUIT OR OTHER ADVERSARY PROCESS AGAINST ANY PARTY INVOLVING AMOUNTS IN CONTROVERSY IN EXCESS OF $25,000, WITHOUT FIRST OBTAINING THE AFFIRMATIVE APPROVAL OF IN EXCESS OF 66 2/3% OF THE TOTAL VOTING INTERESTS OF UNIT OWNERS AT A MEETING OF THE MEMBERSHIP AT WHICH A QUORUM HAS BEEN ATTAINED. AN AFFIDAVIT SIGNED BY THE PRESIDENT OF THE ASSOCIATION SHALL BE ATTACHED TO ANY COMPLAINT FILED BY THE ASSOCIATION (OR OTHER INSTRUMENT COMMENCING SUCH ACTION, PROCEEDING, LAWSUIT OR OTHER ADVERSARIAL PROCEEDING) IN ORDER TO CONFIRM COMPLIANCE WITH THE FOREGOING REQUIREMENT.

11.6 Effect on Developer. So long as Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken by the Association (subsequent to control thereof being assumed by Unit Owners other than the Developer) without the prior written approval of the Developer:

(a) Assessment of the Developer as a Unit Owner for capital improvements; or

(b) Any action by the Association that would be detrimental to the sales of Units by the Developer or the assignment of Limited Common Elements by the Developer for consideration; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

11.7 Effect on Association. Nothing contained in the Master Covenants shall conflict with the powers and duties of the Association or the rights of the Unit Owners as provided in the Act.

11.8 Branded Name. Pursuant to the terms and conditions of the Management Agreement, the Condominium may be known under a Branded Name or such other name as may be approved by the Association and the owner of the Brand for so long as the Management Agreement is in effect.

Among other things, the Management Agreement may provide that any use of the Branded Name shall be limited to (a) signage on or about the Condominium, which may also include the use of the name, trademarks, trade names, symbols, logos, insignias, indicia of origin, copyrights, slogans and designs of the Management Company, as the same may be modified from time to time (the "Marks"), in form and style approved by Management Company, in its sole but good faith discretion, and (b) the textual use of the Branded Name by the Association, the Board and the Unit Owners solely to identify the address of the Condominium and the Units. Any other use of the Branded Name or the Marks in relation to the Condominium, the Building or the Units is strictly prohibited. Neither the Unit Owners, the Board nor the Association shall have any right, title or interest in or to the Branded Name or the Marks, except as may be expressly set forth in the Management Agreement.

Upon termination or expiration of the Management Agreement, all affiliation of the Condominium with the Branded Name and the Management Company shall terminate, and all uses of the Branded Name and the Marks, including all signs or other materials bearing the Branded Name or the Marks, shall be removed from the Condominium.

While the Association is managed by a branded management company or otherwise affiliated with a brand, Unit Owners shall not, without the prior written consent of such Management Company, which consent may be given or withheld in the Management Company's sole discretion, permit any Unit to be used as, or as part of, a Vacation Club Product.

While the Association is managed by a branded management company or otherwise affiliated with a brand, no Unit Owner shall sell, transfer or convey, directly or indirectly, any Unit to a Specially Designated National or Blocked Person. Further, no Unit Owner nor any of their respective affiliates shall (i) directly or indirectly be owned or controlled by the government of any country that is subject to an embargo by the United States government, or (ii) act on behalf of a government of any country that is subject to such an embargo. Each Unit Owner shall at all times be in compliance with any applicable anti-money laundering laws, including, without limitation, the USA Patriot Act. Each Unit Owner agrees that they will notify the Developer (for so long as it holds Units for sale in

the ordinary course of business, and thereafter the Association and Management Company) in writing immediately upon the occurrence of any event which would render any of the foregoing requirements of this Section incorrect.

The Common Elements shall be maintained, repaired and replaced at a level consistent with the Project Standard. To the extent permitted by law, in the event the Common Elements are not consistent with the Project Standard, the Owner of the Hotel Element or its designees shall have the right to maintain, repair or replace the Common Elements to meet the Project Standard at the expense of the Association, and any such expenses shall be part of the Common Expenses.

Except only as may be granted in any express license, no Unit Owner shall have the right, license or ability (or otherwise through the purchase or ownership of a Unit acquire any entitlement) to use for any purpose, including in connection with the sale, rental or marketing of his, her or its Unit, any trade name, trademark or service mark associated with The Properties, the Hotel or the operator thereof. Each Unit Owner, by its acceptance of a deed to a Unit, acknowledges and agrees that the name by which The Properties (or portions thereof, including, without limitation, the Hotel) is referred to may be changed from time to time, and there shall be no reliance that an affiliation with any particular brand and/or name shall be obtained, or if obtained, shall be maintained for any period of time, it being understood and agreed that there is no assurance that the Condominium will be associated with any brand, or if affiliated, that such affiliation shall be with any particular brand, or if affiliated with a particular brand, that the affiliation will not be changed or withdrawn. Each Owner (including Owner's successors and assigns) agrees to indemnify and hold the Developer, Developer's Affiliates, the Hotel Element Owner, the Shared Facilities Element Owner, Shared Facilities Manager, Management Company and the Association, and their respective partners, members, shareholders, officers, directors, employees, managers, agents, contractors, consultants or attorneys harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out, connected with, or otherwise relating to, the existence or non-existence of any affiliation with a brand or tradename, and/or any change in the status of any such affiliation or change in any such affiliation.

To the extent that the Condominium and/or Association is subject to a Brand Agreement, and to the extent that the Brand Agreement allows usage of, or for the Condominium to be known under, a Branded Name, each Unit Owner shall be deemed to understand and agree that use of the Branded Name is limited as provided in the Brand Agreement and that use of the Branded Name shall terminate upon termination of the Brand Agreement, if not earlier.

12. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget of estimated revenues and expenses for the Condominium and the Association, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration, the By-Laws and applicable Florida law. Notwithstanding anything herein contained to the contrary, the cost for the services under a bulk rate contract for Communication Services may be allocated on a per-Unit basis rather than a percentage basis, if so determined by the Board (provided, however, that the Board shall not change the method of allocation of costs relating to bulk Communication Services more frequently than annually). The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of the budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to

their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by, and not waived in accordance with, applicable law) the operation, maintenance, repair and replacement of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of this Declaration, the By-Laws and applicable Florida law.

13. Collection of Assessments.

13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure shall be liable for all Assessments coming due while he or she is the Unit Owner. Additionally, a Unit Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the grantee Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise. Notwithstanding the foregoing, all Unit Owners shall be excused from the payment of Common Expenses, no Unit Owner shall be obligated for payment of Assessments, and no Assessment obligations shall accrue against any of the Units, until the date that the certificate of substantial completion required by Section 718.104(4)(e) F.S. is recorded in the Public Records of the County, either as part of the original recording of this Declaration, or as an amendment to this Declaration (the "Substantial Completion Certificate"). From and after the date of such recording the Unit Owners shall no longer be excused from the payment of Common Expenses.

13.2 Special and Capital Improvement Assessments. In addition to Assessments levied by the Association to meet the Common Expenses, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

(a) "Special Assessments" shall mean and refer to an Assessment against each Owner and his or her Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements, or for any other purpose where funds are not available from the regular periodic assessments.

(b) "Capital Improvement Assessments" shall mean and refer to an Assessment against each Owner and his or her Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements or Association Property.

Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessments or Capital Improvement Assessments, in the aggregate in any year, exceed ten percent (10%) of the then estimated operating budget of the Association, the Board must obtain approval of a majority of the voting interests

represented at a meeting at which a quorum is attained. Notwithstanding anything to the contrary, any special assessment (i) resulting from an Extraordinary Financial Event or (ii) in the opinion of the Board, necessary for the Association to undertake required maintenance or repairs or replacements to the Condominium Property, may be adopted by the Board alone without requiring the vote or approval of Unit Owners and regardless of the amount.

13.3 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate per annum from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of $25.00 or five percent (5%) of each delinquent installment. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. Except as set forth below, the lien is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to a first mortgage of record, the lien is effective from and after the date of the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record Owner and the name and address of the Association. The lien shall be evidenced by the recording of a claim of lien in the Public Records of the County. To be valid, the claim of lien must state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates, and the claim of lien must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The lien is not effective one (1) year after the claim of lien has been recorded unless, within that one (1) year period, an action to enforce the lien is commenced. The one (1) year period is extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Owner or any other person claiming an interest in the Unit. The claim of lien secures (whether or not stated therein) all unpaid Assessments, that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest and all reasonable costs and attorneys' fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may accelerate and declare immediately due and payable all installments of Assessments for the remainder of the fiscal year. In the event that the amount of such installments changes during the remainder of the fiscal year, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

If a Unit Owner is delinquent in paying a monetary obligation due to the Association, the Association may have the right to suspend the right of a Unit Owner or a Unit's occupant, licensee, or invitee to use certain Common Elements and/or deny the Unit Owner's voting rights, all as more particularly provided in Section 18.4 below.

If the Unit is occupied by a tenant and the Unit Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Unit Owner related to the Unit have been paid in full to the Association. The tenant must pay the monetary obligations to the Association until the Association releases the tenant or the tenant discontinues tenancy in the Unit. The Association must provide the tenant a notice, by hand delivery or United States mail, in the form prescribed by the Act, if any. The Association must also mail written notice to the Unit Owner of the Association's demand that the tenant make payments to the Association. The Association shall, upon request, provide the tenant with written receipts for payments made. A tenant is immune from any claim by the landlord or Unit Owner related to the rent timely paid to the Association after the Association has made written demand. If the tenant paid rent to the landlord or Unit Owner for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within 14 days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the Unit Owner until the Association releases the tenant or the tenant discontinues tenancy in the Unit. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant's landlord shall provide the tenant a credit against rents due to the landlord in the amount of monies paid to the Association. The Association may issue notice under Section 83.56, F.S. and sue for eviction under SS. 83.59-83.625, F.S. as if the Association were a landlord under part II of Chapter 83 of the Florida Statutes if the tenant fails to pay a required payment to the Association after written demand has been made to the tenant. However, the Association is not otherwise considered a landlord under Chapter 83, F.S. and specifically has no obligations under S. 83.51, F.S. The tenant does not, by virtue of payment of monetary obligations to the Association, have any of the rights of a Unit Owner to vote in any election or to examine the books and records of the Association.

13.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this Subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

13.5 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of such receiver shall be paid by the party which does not prevail in the foreclosure action. The receiver may not exercise voting rights of any Unit Owner whose Unit is placed in receivership for the benefit of the Association.

13.6 First Mortgagee. The liability of the holder of a first mortgage on a Unit (each, a "First Mortgagee"), or its successors or assigns, who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments (or installments thereof) that became due before the First Mortgagee's acquisition of title is limited to the lesser of:

(a) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(b) One percent (1%) of the original mortgage debt.

As to a Unit acquired by foreclosure, the limitations set forth in clauses (a) and (b) above shall not apply unless the First Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association, however, is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

A First Mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

13.7 Developer's Liability for Assessments. Notwithstanding anything contained in this Declaration, the Articles or the By-Laws to the contrary, at the time of the recording of the Substantial Completion Certificate, Developer has the option (to be exercised by Developer in its sole and absolute discretion) to determine whether the provisions of this Section 13.7 shall be applicable by indicating its selection in Section 26 below, if the Substantial Completion Certificate is attached hereto, or in an amendment to this Declaration recording the Substantial Completion Certificate. In the absence of any indication, the Developer shall be deemed to have selected not to have the provisions of this Section 13.7 be applicable. If not made applicable, then, like every other Unit Owner, Developer shall be obligated for the payment of Assessments on the Units owned by Developer at the applicable time. If indicated to be applicable, then, the following provisions shall apply:

During the period from the date of the recording of the Substantial Completion Certificate until the earlier of the following dates (the "Guarantee Expiration Date"): (a) the last day of the sixth (6^{th}) full calendar month following the recording of the Substantial Completion Certificate, or (b) the date of the meeting of the Association's members at which majority control of the Board is to be transferred to Unit Owners other than the Developer ("Turnover") as provided in the By-Laws and the Act, the Developer shall not be obligated to pay the share of Common Expenses and Assessments attributable to the Units owned by the Developer, provided: (i) that the regular Assessments for Common Expenses imposed on each Unit Owner other than the Developer prior to the Guarantee Expiration Date shall not increase during such period over the amounts set forth on **Exhibit "5"** attached hereto; and (ii) that the Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed levels receivable from other Unit Owners. After the Guarantee Expiration Date, the Developer shall have the option, in its sole discretion, of extending the guarantee for any number of additional one (1) month periods (but in no event shall the Guarantee Expiration Date ever be extended beyond the Turnover date, and if a one month extension would go beyond the Turnover date, same shall be extended only for the period of the month prior to the

Turnover date), or paying the share of Common Expenses and Assessments attributable to Units it then owns. Notwithstanding the above and as provided in Section 718.116(9)(a)(2) of the Act, in the event of an Extraordinary Financial Event, the costs necessary to effect restoration shall be assessed against all Unit Owners owning Units on the date of such Extraordinary Financial Event, and their successors and assigns, including the Developer (with respect to Units owned by the Developer).

13.8 Estoppel Statement. Within ten (10) business days after receiving a written or electronic request therefor from a purchaser, Unit Owner, Unit Owner's designee or mortgagee of a Unit, the Association shall issue the estoppel certificate. The Association shall designate on its website a person or entity with a street or e-mail address for receipt of a request for an estoppel certificate. The estoppel certificate must be provided by hand delivery, regular mail or e-mail to the requestor on the date of issuance of the estoppel certificate. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The form, contents and costs of providing the estoppel certificate are governed by Section 718.116(8) of the Act (as such Section is amended from time to time).

13.9 Installments. Regular Assessments shall be collected monthly or quarterly, in advance, at the option of the Association. Initially, assessments will be collected monthly, and be due on the first day of each calendar month.

13.10 Application of Payments. Any payments received by the Association from a delinquent Unit Owner must be applied first to any interest accrued on the delinquent installment(s) as aforesaid, then to any administrative late fees, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing is applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

14. Insurance. Subject to the provisions of the Master Covenants, insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

14.1 Purchase, Custody and Payment.

(a) Purchase. Except as otherwise provided herein or required by the Act, all insurance policies described herein covering portions of the Condominium and Association Property shall be purchased by the Association and shall be issued either by an insurance company authorized to do business in Florida, or by a surplus lines carrier, reasonably acceptable to the Board, offering policies for Florida properties.

(b) Approval. Each insurance policy, the agency and company issuing the policy and the Insurance Trustee (if appointed) hereinafter described shall be subject to the reasonable approval of the Primary Institutional First Mortgagee in the first instance, if requested thereby.

(c) Named Insured. The named insured, if such insurance is purchase by the Association, or the additional insured, if such insurance is purchased by the Management Company, shall be the Association, individually, and as agent for Owners of Units collectively covered by the policy, without naming them individually, and as agent for their respective mortgagees, without naming them individually. The Shared Facilities Element Owner, Shared Facilities Manager, the Management Company, and the Unit Owners and their mortgagees shall be deemed additional named insureds.

(d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Association or to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Association or the Insurance Trustee (if appointed).

(e) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(f) Personal Property and Liability. Except as specifically provided herein or by the Act, neither the Association nor the Management Company shall be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability, moving and relocation expenses, lost rent expenses and living expenses and for any other risks not otherwise insured in accordance herewith. To the extent that a Unit Owner or other occupant of a Unit desires coverage for such excluded items, it shall be the sole responsibility of the Unit Owner and/or occupant to obtain, although every such policy obtained must comply with the provisions of Section 627.714, Florida Statutes (as it exists on the date of recordation of this Declaration).

14.2 Coverage. The Association shall use its best efforts to obtain and maintain insurance covering the following, to the extent applicable, keeping in mind that, to the extent that any portion of the Condominium Property is "Neighborhood Insured Property" (as hereinafter defined), same shall be obtained and/or carried out by the Shared Facilities Element Owner, all in accordance with the terms of the Master Covenants:

(a) Property. The Insured Property (as hereinafter defined) shall be insured in an amount not less than the replacement cost thereof as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every 36 months. The policy shall provide primary coverage for the following (the "Insured Property"): (i) all portions of the Condominium Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications, and (ii) all alterations or additions made to the Condominium Property or Association Property pursuant to Section 718.113(2), Florida Statutes. Notwithstanding the foregoing, the Insured Property shall not include, and shall specifically exclude, all personal property within the Unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit. Such property and any insurance thereupon is the responsibility of the Unit Owner. Such policies may contain reasonable deductible provisions as determined by the Board of Directors. When available at reasonable premiums (in the determination of the Board), extended coverages may also be obtained, including, without limitation, coverages against loss or damage by fire and other hazards covered by an "all-risks" endorsement or policy, terrorism (as available under the Terrorism Insurance Act of 2002, as may be amended or replaced) and such other risks as from time to time are customarily covered with respect

to building and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) Windstorm and Flood Insurance. Coverage shall provide for such other risks in reasonable amounts, including but not limited to windstorm, earthquake, flood, law and ordinance and debris removal, and such other exposures as from time to time may be covered with respect to buildings similar in construction, location and use as the buildings of the Insured Property, and such other coverage that may from time to time be required by law or be deemed by the Board to be necessary, proper, and in the best interests of the Association as a whole. Coverage for flood, windstorm and earthquake shall be in an amount not less than the probable maximum loss as determined by a recognized engineering firm or the insurance industry.

(c) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, subject to this Declaration, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors, but with combined single limit liability of not less than $50,000.00 per occurrence, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

(d) Worker's Compensation. Worker's compensation and other mandatory insurance, when applicable.

(e) Directors and Officers Liability. The Association shall obtain and maintain adequate liability, errors and omission coverage on behalf of each of the officers and directors of the Association.

(f) Fidelity Insurance or Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds, which shall include, without limitation, those individuals authorized to sign Association checks and the President, Secretary and Treasurer of the Association. The insurance policy or fidelity bond shall be in such amount as shall be determined by a majority of the Board, but must be sufficient to cover the maximum funds that will be in the custody of the Association or the Management Company at any one time. The premiums on such bonds and/or insurance shall be paid by the Association as a Common Expense.

(g) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

(h) Other Insurance. Such other insurance as the Board of Directors shall determine from time to time to be desirable.

When appropriate and obtainable (at a reasonable cost in the determination of the Board), each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association, Management Company and against the Unit Owners individually and as a group, (ii) pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors, a member of the Board of Directors, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be

recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Every property insurance policy obtained by the Association, if required to obtain FNMA/FHLMC approval of the Condominium (if such approval is sought), and if generally available, shall have the following endorsements: (a) agreed amount and inflation guard and (b) steam boiler coverage (providing at least $50,000 coverage for each accident at each location), if applicable.

14.3 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of property insurance or any renewal thereof, but in no event later than every thirty-six (36) months, the Board of Directors shall obtain an independent insurance appraisal from a fire insurance company, or other competent appraiser, of the replacement cost of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

14.4 Premiums. Self-Insured Retentions and Deductibles. Premiums upon insurance policies purchased by the Association and any self-insured retentions or deductibles required under such policies shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for any Management Company employee may be paid by such Management Company pursuant to the Management Agreement. Premiums may be financed in such manner as the Board of Directors deems appropriate (without regard for any limitations on borrowing contained in the Declaration, or any of its exhibits). Such policies may contain reasonable self-insured retentions and deductible provisions which shall be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the Condominium Property is situated. The self-insured retentions and deductibles may be based upon available funds, including reserve accounts, or predetermined assessment authority at the time the insurance is obtained. The Board shall establish the amount of self-insured retentions and deductibles based upon the level of available funds and predetermined assessment authority at a meeting of the Board. Each Owner, by acceptance of a deed or other conveyance of a Unit, hereby ratifies and confirms any decisions made by the Association in this regard and recognizes and agrees that funds to cover the self-insured retentions and deductible must be provided from the general operating funds of the Association before the Association will be entitled to insurance proceeds. The Association may, but shall not be obligated to, establish a reserve to cover any applicable self-insured retentions and deductible.

14.5 Share of Proceeds. The Association is hereby irrevocably appointed as an agent and attorney-in-fact for each and every Unit Owner, for each Institutional First Mortgagee and/or each owner of any other interest in the Condominium Property to adjust and settle any and all claims arising under any insurance policy purchased by the Association and to execute and deliver releases upon the payment of claims, if any. Nothing herein shall preclude the Board from designating an Insurance Trustee to assume the obligations of the Association for disbursement of insurance proceeds. The decision to engage or appoint an Insurance Trustee, or not to do so, lies solely with the Board. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners collectively and their respective mortgagees (if any), as their respective interests may appear, and shall provide that all proceeds covering

property losses shall be paid to the Association or to a named Insurance Trustee. Unless otherwise appointed by the Board, the Insurance Trustee shall be the Management Company. Any references to an Insurance Trustee in this Declaration refer to the Management Company, unless the Board elects to appoint another entity including but not limited to the Association itself or a qualified bank. Any Insurance Trustee (if other than the Association itself or a qualified bank) will be a commercial bank with trust powers authorized to do business in Florida or another entity with fiduciary capabilities acceptable to the Board. The Insurance Trustee is not liable for payment of premiums or deductibles or for the failure to collect any insurance proceeds. The duty of the Association or a named Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares:

(a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in Subsection 14.5(b) below.

(b) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.

(c) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

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

(a) Expenses of the Insurance Trustee. All expenses of the Insurance Trustee (if any) shall be first paid or provision shall be made therefor.

(b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Subsection 14.5 above, and distributed first

to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

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

14.8 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner to purchase and pay for the following insurance:

(a) Casualty. Coverage on the Unit, and the Unit Owner's real property, including improvements and betterments and personal property located within the boundaries of the Unit and elsewhere, such as within any Limited Common Elements to a Unit. Such coverage shall be in an amount not less than the full insurable value or replacement cost of such property and any improvements and betterments and personal property of the Unit Owner including but not limited to all finished floors, finished walls, and finished ceilings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors, that service only an individual Unit, whether or not located within the Unit boundaries. Such coverage shall insure all areas and other risks not covered by insurance carried by the Association's insurance pursuant to Section 14.2.

(b) Liability. Liability insurance for bodily injury and property damage in an amount of not less than one million dollars ($1,000,000) per occurrence and said coverage shall include but not be limited to coverage for (i) liability arising from an accident or injury occurring within a Unit; (ii) any liability arising from the willful or negligent act or omission of a Unit Owner, Tenant or its Permitted Users within the Common Elements; (iii) specifically include coverage for the Limited Common Elements; and (iv) specifically include coverage for the patio, balcony, terrace, roof deck and/or lanai (and all improvements thereto); and

(c) Other. Any such other insurance as the Unit Owner may elect to procure including but not limited to Special Assessment coverage, additional living expenses, and loss of use of the Unit.

(d) Additional Insureds. Each Unit Owner is required to provide the Association and the Management Company with a copy of an insurance certificate evidencing that such Unit Owner is carrying all required coverages and each such insurance shall name the following as additional insureds: (i) Association, (ii) Management Company, (iii) Developer, (iv) Shared Facilities Element Owner, and (v) Shared Facilities Manager.

(e) General Conditions. Any increase in the coverage amounts required to be obtained by the Unit Owners shall be made by written notice from the Board to the Unit Owners and may be based on factors including but not limited to

comparisons to other condominiums similar in construction type, location and use.

(f) Subrogation. Each insurance policy issued to a Unit Owner providing such coverage shall be without rights of subrogation against the Association, the Management Company, Developer, Shared Facilities Element Owner and Shared Facilities Manager. All such insurance is not the responsibility of the Association and is solely the responsibility of the Unit Owners.

(g) Disclaimer of Liability. The Association, Management Company, Shared Facilities Element Owner and Shared Facilities Manager shall not be responsible for any claims, losses, injuries or damages that result from the acts or omissions of the Unit Owners, their agents, invitees or guests that occur at the Condominium or for claims, losses, injuries or damages, that occur within the Unit when used, occupied or rented by the Unit Owner. Further the Unit Owner must notify the Management Company within twenty-four (24) hours after any water intrusion, wind damage or other event that could potentially be covered by the Association's or Owner of the Hotel Element's insurance policy.

14.9 Benefit of Mortgagees. Certain provisions in this Section 14 are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

14.10 Appointment of Insurance Trustee. The Board of Directors shall have the option in its discretion of appointing an "Insurance Trustee" hereunder. If the Association fails or elects not to appoint such Insurance Trustee, the Association pursuant to Subsection 14.5 above, will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

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

14.12 Effect on Association. Notwithstanding anything contained in this Declaration to the contrary, to the extent that any portion of the Condominium Property constitutes Shared Facilities, as defined in the Master Covenants, then, as to such Shared Facilities, the insurance thereof and determinations regarding reconstruction and repair thereof shall be governed by the terms and conditions of the Master Covenants, rather than the provisions hereof.

Additionally, in order to achieve economies of scale, certain of the insurance coverages required to be maintained by the Association pursuant to the Act may be obtained through master insurance policies obtained by the Shared Facilities Element Owner. As to any portion of the Condominium Property which is Shared Facilities, same shall be maintained and managed by the Shared Facilities Element Owner, all in accordance with the terms of the Master Covenants. As to any portion of the Condominium Property which is not Shared Facilities, but which is otherwise insured through any of such master policies obtained by the Shared Facilities Element Owner ("Neighborhood Insured Property"), same shall be managed by the Association, through the applicable master insurance policy, in the manner set forth in the Master Covenants. The Shared Facilities Element Owner may assess the costs of insurance premiums for Neighborhood Insured Property directly against the Association on a periodic basis, which payments shall be collected from the Unit Owners by the Association as part of the Common Expenses.

As to any Shared Facilities contained within the Condominium Property, the Association shall only maintain such insurance as is expressly required to be maintained by the

Association pursuant to the Act, it being the express intent of the Developer, as the Owner of each and every of the Units upon the recordation hereof, for itself and its successors and assigns, that the Association not be required to maintain insurance on the Shared Facilities hereunder. To the extent that the Association is required to maintain insurance pursuant to the express requirements of the Act, then (a) as to any insurance required to be maintained by the Association, the Shared Facilities Element Owner shall be relieved and released of its obligation under the Master Covenants to maintain same, and (b) all of the provisions of the Master Covenants regarding said insurance, any claims thereunder and the distribution and application of proceeds thereunder shall be governed in accordance with the terms of the Master Covenants governing the insurance required to be maintained by the Shared Facilities Element Owner as if the references therein to the Shared Facilities Element Owner were references to the Association.

15. **Reconstruction or Repair After Fire or Other Casualty.**

15.1 Determination to Reconstruct or Repair. Subject to the immediately following paragraphs, in the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Association and/or Insurance Trustee (if appointed), as applicable, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If seventy-five percent (75%) or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning eighty percent (80%) of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of the Owner's share of such fund all mortgages and liens on his or her Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" or words of similar import are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Association holds, or the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds, proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Association determines that, or the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its

President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

15.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors and then applicable building and other codes, and, if the damaged property which is to be altered is the Building or the Optional Property, by the Owners representing not less than eighty percent (80%) of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.

15.3 Responsibility for Repair. Any portion of the Condominium Property that must be insured by the Association against property loss which is damaged shall be reconstructed, repaired, or replaced as necessary by the Association as a Common Expense. All property insurance deductibles, uninsured losses, and other damages in excess of property insurance coverage under the property insurance policies maintained by the Association are a Common Expense, except that:

(a) A Unit Owner is responsible for the costs of repair or replacement of any portion of the Condominium Property not paid by insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the Declaration or the rules and regulations of the Association by a Unit Owner, the members of his or her family, Unit occupants, Tenants, guests, or invitees, without compromise of the subrogation rights of the insurer.

(b) The provisions of subparagraph 15.3(a) also apply to the costs of repair or replacement of personal property of other Unit Owners or the Association, as well as other property, whether real or personal, which the Unit Owners are required to insure.

(c) To the extent the cost of repair or reconstruction for which the Unit Owner is responsible under this Section is reimbursed to the Association by insurance proceeds, and the Association has collected the cost of such repair or reconstruction from the Unit Owner, the Association shall reimburse the Unit Owner without the waiver of any rights of subrogation.

(d) The Association is not obligated to pay for reconstruction or repairs of property losses as a Common Expense if the property losses were known or should have been known to a Unit Owner and were not reported to the Association until after the insurance claim of the Association for that property was settled or resolved with finality, or denied because it was untimely filed.

(e) A Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board, however, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. A Unit Owner must obtain all required governmental permits and approvals before commencing reconstruction. Unit Owners are responsible for the cost of reconstruction of any portions of the Condominium Property for which the Unit Owner is required to carry property insurance, and any such reconstruction work undertaken by the Association is chargeable to the Unit Owner and enforceable as an Assessment.

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

(a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than $500,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors; provided, however, that upon request by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than $500,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Subsection 15.4(a)(i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association or Management Company to supervise the work.

(iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his or her portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

15.5 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, and on account of damage to the Optional Property, the Association shall make a Charge against the Owner (but shall not levy an Assessment) in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.

15.6 Caveat; Shared Facilities. Notwithstanding anything contained in this Declaration to the contrary, to the extent that any portion of the Condominium Property constitutes Shared Facilities, as defined in the Master Covenants, then, as to such Shared Facilities, the insurance thereof and determinations regarding reconstruction and repair thereof shall be governed by the terms and conditions of the Master Covenants, rather than the provisions hereof. Additionally, the reconstruction and repair by the Association of any portion of the Condominium Property, including, without limitation, those portions which are not Shared Facilities, shall in all instances be coordinated with the Shared Facilities Element Owner and shall be subject to such rules and regulations, including without limitation, permitted hours of work and contractor licensing and/or other requirements adopted by the Shared Facilities Element Owner from time to time. Moreover, in the event that the Shared Facilities Element Owner elects not to effect restoration and repair of the Shared Facilities and such election makes it impossible or commercially unreasonable, in the Shared Facilities Element Owner's reasonable discretion, for the Condominium Property to be repaired or reconstructed then the Condominium Property shall not be repaired or reconstructed and all Unit Owners and their mortgagees shall agree to terminate the Condominium. This Section 15.6 may not be amended without the written consent of the Shared Facilities Element Owner.

15.7 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

16. **Condemnation.**

16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property or Association Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors, a Charge shall be made against a defaulting Unit Owner in the amount of his or her award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

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

16.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.

16.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Board), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged to and paid by the Owner of the Unit.

(b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

16.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Board), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(a) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

(b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

(c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common

Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners so that each has an equal percentage or fractional share.

(d) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

(e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking. Notwithstanding the foregoing, nothing contained herein shall limit or abridge the remedies of Unit Owners provided in Sections 718.303 and 718.506, F.S.

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

16.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all directors of the Association.

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

17.1 Occupancy. Each Unit shall be used as a residence and/or home office only, except as otherwise herein expressly provided, all in accordance with, and only to the extent permitted by, applicable Town, County, State and Federal codes, ordinances and regulations. Home office use of a Unit shall only be permitted to the extent permitted by law and to the extent that the office is not staffed by employees, is not used to receive clients and/or customers and does not generate additional visitors or traffic into the Unit or on any part of the Condominium Property. The provisions of this Subsection 17.1 shall not be applicable to Units used by the Developer, which it has the authority to do without Unit Owner consent or approval, and without payment of consideration, for model apartments, guest suites, sales, re-sales and/or leasing offices and/or for the provision of management, construction, development, maintenance, repair and/or financial services, but any such uses shall be subject to and consistent with any applicable provisions in the Management Agreement or any of the other Brand Agreements.

17.2 Children. Children shall be permitted to be occupants of Units.

17.3 Pet Restrictions. Domesticated pets may be maintained in a Unit provided that such pets are: (a) permitted to be so kept by applicable laws and regulations, (b) not left unattended on balconies, terraces, patios and/or in lanai areas, (c) generally, not a nuisance to residents of other Units or Elements, (d) not a breed prohibited by applicable law or considered to be dangerous or a nuisance by the Board of Directors (in its sole and absolute discretion), and (e) registered with the Management Company; provided that neither the Developer, Developer's Affiliates, the Management Company, the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Developer, Developer's Affiliates, the Management Company, the Board of Directors, each Unit Owner and the Association in such regard. Dogs and cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Each Owner, or other person with a pet on the Condominium Property shall be responsible for picking up and properly disposing of all excrements. Any landscaping damage or other damage to the Common Elements or Shared Facilities caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefor. Without limiting the generality of Section 18 hereof, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property.

17.4 Flags and Window Coverings. Notwithstanding the provisions of Subsection 9.1 above, any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than $4^1/_2$ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

Curtains, blinds, shutters, levelors, or draperies (or linings thereof) which face (or are otherwise exposed to) the exterior windows or glass doors of Units shall be white in color and otherwise consistent with the overall appearance and aesthetic of the Building and shall be subject to disapproval by the Shared Facilities Manager, in which case they shall be removed and replaced by the Unit Owner, at such Owner's sole cost, with items acceptable to the Shared Facilities Manager.

17.5 Use of Common Elements and Association Property. The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. Each Unit Owner, by acceptance of a deed for a Unit, thereby covenants and agrees that it is the intention of the Developer that the stairwells of the Building are intended primarily for ingress and egress, and as such may be constructed and left unfinished solely as to be functional for said purpose, without regard to the aesthetic appearance of said stairwells.

17.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants or members. No activity specifically permitted by this Declaration or the Master Covenants, including, without limitation, activities or businesses conducted from other Elements shall be deemed a nuisance, regardless of any noises and/or odors emanating therefrom (except, however, to the extent that such odors and/or noises exceed limits permitted by applicable law). **Each Unit Owner, by acceptance of a deed or other conveyance of a Unit shall be deemed to understand and agree that inasmuch as Hotel operations (including, without limitation, indoor and outdoor events featuring music) are intended to be conducted within The Properties, and inasmuch as commercial operations are intended to be conducted from other Elements, noise, inconvenience and/or other disruptions will occur, including, without limitation, noise and disruptions occurring at the Hotel entry and private events requiring certain portions of the Shared Facilities to be closed off and/or restricted. Additionally, given the location of the Condominium, and the numerous events hosted in the Town, traffic congestion, late night noise and other inconveniences are likely. By acquiring a Unit, each Unit Owner, for such Unit Owner and its Tenants and other Permitted Users, agrees not to object to the operations of the Hotel, and/or any operations from any of the Elements, which may include, noise, disruption, inconvenience and the playing of music, and hereby agrees to release Developer, the Shared Facilities Element Owner, Shared Facilities Manager, the Hotel Element Owner and the Management Company from any and all claims for damages, liabilities and/or losses suffered as a result of the existence of the Hotel and/or the operations from the Elements, and the noises, inconveniences and disruptions resulting therefrom.** FURTHER, EACH UNIT OWNER, BY ACCEPTANCE OF A DEED OR OTHERWISE ACQUIRING TITLE TO A UNIT SHALL BE DEEMED TO UNDERSTAND AND AGREE THAT RESTAURANTS, CAFES, BAKERIES AND/OR OTHER FOOD SERVICE OPERATIONS MAY BE OPERATED WITHIN THE PROPERTIES AND THAT SUCH OPERATIONS MAY RESULT IN THE CREATION OF ODORS WHICH MAY AFFECT ALL PORTIONS OF THE PROPERTIES, INCLUDING THE CONDOMINIUM PROPERTY. ACCORDINGLY, EACH OWNER AGREES (1) THAT SUCH ODORS SHALL NOT BE DEEMED A NUISANCE HEREUNDER, (2) THAT NEITHER THE DECLARANT, THE DEVELOPER, THE HOTEL ELEMENT OWNER, THE MANAGEMENT COMPANY NOR ANY TENANT AND/OR OPERATOR FROM ANY SUCH ELEMENT SHALL BE LIABLE FOR THE EMANATION OF SUCH ODORS AND/OR ANY DAMAGES RESULTING THEREFROM, AND (3) TO HAVE RELEASED DECLARANT, DEVELOPER, DEVELOPER'S AFFILIATES, HOTEL ELEMENT OWNER, SHARED FACILITIES ELEMENT OWNER, SHARED FACILITIES MANAGER, MANAGEMENT COMPANY AND ANY TENANT AND/OR OPERATOR FROM ANY OF THOSE ELEMENTS FROM ANY AND ALL LIABILITY RESULTING FROM SAME. Similarly, inasmuch as the Hotel Element and operations therefrom and/or from other Elements may attract customers, patrons and/or guests who are not members of the Association, such additional traffic over and upon The Properties shall not be deemed a nuisance hereunder.

17.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, neither the Association nor the Management Company shall be liable to any person(s) for its failure to enforce the provisions of this Subsection 17.7. No activity specifically permitted by this Declaration or the Master Covenants shall be deemed to be a violation of this Subsection 17.7.

17.8 Leases. No portion of a Unit (other than an entire Unit) may be leased, no Unit may be leased for a period of less than thirty (30) days, and no Unit may be leased through any agent or rental representative other than a Qualified Rental Agent. Further, an Owner shall have no right to lease his or her Unit if, at the commencement of the lease, the Owner is delinquent in the payment of Assessments to the Association or Shared Facilities Manager or has an outstanding Charge or fine. Each lease of a Unit shall be in writing and shall specifically provide that the Association shall have the right to terminate the lease upon default by the Tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or By-Laws, the Master Covenants or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association.

For purposes hereof, a Unit shall be deemed to be rented or leased (and must comply with the provisions hereof, including, without limitation, the minimum lease term and maximum number of leases provisions and procurement only through a Qualified Rental Agent) if: (i) the occupant of the Unit pays any compensation to the Unit Owner (or his/her/its agent or designee) for the use of the Unit or if the Unit Owner (or his/her/its agent or designee) receives any compensation for allowing the occupancy; or (ii) the occupant is procured, directly or indirectly, through a Qualified Rental Agent. Notwithstanding the foregoing, occupancy of a Unit shall not be procured, directly or indirectly, through any person or entity that is not a Qualified Rental Agent, including without limitation, any type of general solicitation, broker, agent, internet service or application and/or home share service (e.g., VRBO, HomeAway, Airbnb, etc.). The Association shall have the right to establish rules and regulations to best implement the provisions hereof. There shall be a rebuttable presumption that a person occupying a Unit without the Unit Owner (or designated primary occupant of a Unit owned by an entity) and who is not a family member and/or domestic partner of the Unit Owner (or designated primary occupant) shall be deemed to be renting or leasing the Unit.

Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that (a) a material condition of the lease shall be the Tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto), with the terms and provisions of the Master Covenants and with any and all rules and regulations adopted by the Association and/or the Shared Facilities Manager from time to time (before or after the execution of the lease and/or any modifications, renewals or extensions of same), and (b) the Association shall have the right to terminate the lease or restrict the Tenant's use of the Common Elements upon default by the Tenant in observing any of the provisions of this Declaration (and all Exhibits hereto), the Articles of Incorporation or By-Laws, or other applicable provisions of any agreement, document or instrument governing the Condominium Property or

administered by the Association. A Unit Owner will be jointly and severally liable with the Tenant in its Unit to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of Tenants (as determined in the sole discretion of the Board) and to pay any claim for injury or damage to property caused by the negligence of the Tenant and special Charges may be levied against the Unit therefor. All leases are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease. If so required by the Association, a Tenant wishing to lease a Unit shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

The lease of a Unit for a term of six (6) months or less is subject to a tourist development tax assessed pursuant to Section 125.0104, Florida Statutes. A Unit Owner leasing his or her Unit for a term of six (6) months or less agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, Management Company, the Developer, Developer's Affiliates and all other Unit Owners harmless from and to indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, arising out of the failure of such Unit Owner to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida, the County or the Town with respect to rental payments or other charges under the lease, and such Unit Owner shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or any other tax or surcharge due with respect to rental payments or other charges under the lease.

17.9 Weight, Sound and other Restrictions. Unless installed by the Developer or Developer Affiliates, no hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted in Units unless such flooring meets the sound insulation specifications and color requirements, if any (with respect to floor coverings on, balconies, terraces, roof decks, patios, lanais and/or Elevator Vestibules) established from time to time by the Board (as confirmed by the Board's required approval of the specific installation, if any). Even once approved by the Board, the installation of insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and same must be installed prior to the Unit being occupied. Without limiting the generality of the foregoing, without first obtaining the prior written approval of the Board (which may be withheld in its sole and absolute discretion), no floor coverings may be installed on any balcony, terrace, roof deck, patio, lanai and/or Elevator Vestibule. Chipping, grinding and/or bushing of the concrete slab is expressly prohibited, unless otherwise pre-approved in writing by the Board. Prior to the installation of any floor coverings (and insulation and adhesive material therefor) on any balcony, terrace, roof deck, patio and/or lanai, the balcony concrete must first be waterproofed and flood tested. Additionally, the floor coverings (and insulation and adhesive material therefor) installed on any balcony, terrace, roof deck, patio and/or lanai (i) shall not exceed a thickness that will result in the finish level of the balconies, terraces, roof decks, patios and/or lanais being above the bottom of the scuppers or would result in the rails being below the required height (as established by the applicable building code) and/or otherwise diminish the scuppers, (ii) must be installed

so as to eliminate the possibility of efflorescence, and (iii) must be installed with an edge stop or angle stop (or equivalent) at the inside of the balcony railing. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the Building. All areas within a Unit, unless containing floor coverings installed by the Developer or to receive floor covering meeting the sound insulation specifications established from time to time by the Board, are to receive sound absorbent, less dense floor coverings, such as carpeting. The Board will have the right to specify the exact material to be used on balconies, terraces, roof decks, patios and/or lanais, and no floor coverings may be installed on a balcony, terrace or roof deck which would interfere with or block weep holes or exceed the height of sliding glass door tracks or otherwise compromise the waterproofing systems of the Building, including without limitation, any caulkings and/or coatings. The Board shall have the right to specify the exact material to be used on balconies, terraces, roof decks, patios and/or lanais. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. In that regard, no Unit Owner shall install floor covering on any balcony, patio, terrace, roof deck and/or lanai in a manner that would compromise the roofing materials and/or waterproofing membranes of the Building or void any existing vendor warranties. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. **Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a multi-story building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. Neither the Developer, the Association nor the Management Company make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.**

17.10 Mitigation of Dampness and Humidity. No Unit Owner shall install, within his or her Unit, or upon the Common Elements or Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board, masonry block or concrete wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the Unit's air conditioning system to maintain the Unit temperature, whether or not occupied, at 78°F or less, to minimize humidity in the Unit. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that neither Developer, the Association, Shared Facilities Manager, Management Company nor any of Developer's third party consultants, including, without limitation, Developer's architect, shall be responsible, and hereby all such parties hereby disclaim any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees and/or the pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. It is solely Unit Owner's responsibility to: (i) keep the Unit clean, dry, well-ventilated and free of contamination; (ii) properly operate any plumbing leak monitoring system serving the Unit, including any automatic value shut-off system and alarm notification system connected thereto; (iii) retain a licensed contractor to conduct quarterly inspections of

the plumbing leak monitoring system, fan coil units and HVAC equipment within the Unit; (iv) provide copies of such inspections to the Association within seven days of each such inspection; and (v) promptly perform all maintenance and repairs identified by such inspections, provided however, that the Association may perform the foregoing (ii) through (v) at the Association's expense and then charge the Unit Owner(s) for the expense the Association incurred in performing such tasks. While the foregoing are intended to minimize the potential development of dampness and molds, fungi, mildew and other mycotoxins, each Unit Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth in Subsection 11.1(a) above, in the event that the Association reasonably believes that the provisions of this Subsection 17.10 are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Unit Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Unit Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Unit Owner to the Association, with all such costs to be deemed Charges hereunder). Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, holds the Developer, Developer's Affiliates, the Management Company, Developer's third party consultants, including, without limitation, Developer's architect, harmless and agrees to indemnify the Developer and Management Company from and against any and all claims made by the Unit Owner and/or the Unit Owner's guests, tenants and invitees on account of any illness, allergic reactions, personal injury and death to such persons and to any pets of such persons, including all expenses and costs associated with such claims including, without limitation, inconvenience, relocation and moving expenses, lost time, lost earning power, hotel and other accommodation expenses for room and board, and all attorney's fees and other legal and associated expenses through and including all appellate proceedings with respect to all matters mentioned in this Subsection 17.10.

17.11 Exterior Improvements. Without limiting the generality of Subsections 9.1 or 17.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, lanais or windows of the Building (including, but not limited to, awnings, lighting fixtures, signs, storm shutters, satellite dishes, screens, window tinting, furniture, fixtures and equipment), change the appearance, whether by paint or otherwise, of any exterior wall, or exterior balcony face, change and/or modify the exterior wall system and/or any handrails or balcony walls or railings, without the prior written consent of the Shared Facilities Manager, subject to the terms and conditions of the Management Agreement. Unit Owners may also attach a religious object on the mantel or frame of the Unit Owner's door not to exceed 3 inches wide, 6 inches high and 1.5 inches deep.

17.12 Association Access to Units. In order to facilitate access to Units by the Association for the purposes enumerated in Subsection 11.1(a) hereof, it shall be the responsibility of all Unit Owners to deliver a set of keys to their respective Units (or to otherwise make access available) to the Association for use in the performance of its functions. No Unit

Owner shall change the locks to his or her Unit (or otherwise preclude access by the Association) without so notifying the Association and delivering to the Association a new set of keys (or otherwise affording access) to such Unit.

17.13 Exterior Storm Shutters. The Board of Directors shall, from time to time, establish exterior storm shutter specifications which comply with the applicable building code, and establish permitted colors, styles and materials for exterior storm shutters. Subject to the provisions of Subsection 9.1 above, the Association shall approve the installation or replacement of exterior storm shutters conforming with the Board's specifications. The Board may, with the approval of a majority of the voting interests of all Unit Owners, install exterior storm shutters, impact glass, code-compliant windows or doors, or other types of code-compliant storm protection that comply with or exceed the applicable building code and thereafter shall (without requiring approval of the membership) maintain, repair or replace such approved shutters, impact glass, code-compliant windows or doors, or other types of code-compliant storm protection, whether on or within Common Elements, Limited Common Elements, Units or Association Property; provided, however, that if storm protection, laminated glass or window film, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, that complies with or exceeds the current applicable building code has been previously installed, the Board may not install exterior storm shutters, impact glass, code-compliant windows or doors or other types of code-compliant storm protection except upon approval by a majority of the voting interests of all Unit Owners. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during all or any portion of the hurricane season must prepare his or her Unit prior to departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual.

To the extent that Developer provides exterior storm shutters for any portions of the Building (which it is not obligated to do) or if the Association obtains exterior storm shutters for any portion of the Condominium Property, the Association (as to shutters for the Common Elements) and the Unit Owners (as to shutters covering doors or windows to a Unit) shall be solely responsible for the installation of such exterior storm shutters from time to time and the costs incurred by the Association (as to installation of shutters for the Common Elements) shall be deemed a part of the Common Expenses that are included in the Assessments payable by Unit Owners. The obligations of the Association assumed hereby shall include, without limitation, development of appropriate plans to allow for the timely installation of the shutters for the Common Elements, and all obligations with respect to the repair, replacement and/or upgrade of the shutters for the Common Elements. Developer shall have no obligations with respect to the installation of the shutters, and/or for the repair, replacement and/or upgrade of the shutters. Nothing herein shall obligate the Association to install shutters protecting individual Units, nor to open or close same as a storm is approaching, or after it passes.

17.14 Recorded Agreements; Development Approvals. The use of the Units, the Condominium Property and the Association Property shall at all times comply with all conditions and/or limitations imposed in connection with the approvals and permits issued by the Town for the development of the Improvements, and all restrictions, covenants, conditions, limitations, agreements, reservations and easement now or hereafter recorded in the public records.

17.15 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown, as determined by the Board in its sole discretion, provided, however, the Association shall not have the power to waive any provision of the Master Covenants.

17.16 Effect on Developer. Except as otherwise provided by applicable law, the restrictions and limitations set forth in this Section 17 shall not apply to the Developer nor to Units owned by the Developer.

17.17 Cumulative with Restrictions of Master Covenants. The foregoing restrictions shall be in addition to, cumulative with, and not in derogation of those set forth in the Master Covenants.

18. Compliance and Default. The Association, each Unit Owner, occupant of a Unit, Tenant and other invitee of a Unit Owner is governed by and must comply with the terms of this Declaration and all exhibits annexed hereto, the Master Covenants and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time and the provisions of all of such documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

18.1 Mandatory Nonbinding Arbitration of Disputes. Prior to the institution of court litigation, the parties to a Dispute shall petition the Division for nonbinding arbitration and pay the arbitration fee required by Section 718.1255(4)(a), Florida Statutes. The arbitration shall be conducted according to rules promulgated by the Division and before arbitrators employed by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the parties in writing, and shall be deemed final if a complaint for trial de novo is not filed in a court of competent jurisdiction in which the Condominium is located within thirty (30) days following the issuance of the arbitration decision. The prevailing party in the arbitration proceeding shall be awarded the costs of the arbitration, and reasonable attorneys' fees and costs incurred in connection with the proceedings. The party who files a complaint for a trial de novo shall be charged the other party's arbitration costs, courts costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration decision, if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for a trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.

18.2 Negligence and Compliance. A Unit Owner and/or Tenant of a Unit shall be liable for the expense of any maintenance, repair or replacement made necessary by the Owner's negligence or by that of any member of the Owner's family or the Owner's guests, employees, agents, invitees or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association. In the event a Unit Owner, Tenant or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the

provisions of the Declaration, the By-Laws, the Articles of Incorporation, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines (in accordance with and as and to the extent permitted by, the provisions of Subsection 18.3 below), to sue at law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance, provided, however, that nothing contained in this Subsection 18.2 shall authorize the Association to enter a Unit to enforce compliance. In any proceeding arising because of an alleged failure of a Unit Owner, a Tenant or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees). A Unit Owner prevailing in an action with the Association, in addition to recovering his or her reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.

18.3 Fines. In addition to any and all other remedies available to the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or the By-Laws or rules and regulations of the Association, provided the following procedures are adhered to:

(a) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable written notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the Declaration, By-Laws or rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association and the proposed fine and/or suspension.

(b) Hearing: If the applicable party(ies) requests a hearing within the notice period, the non-compliance shall be presented to a committee of other Unit Owners, who are neither Board members nor persons residing in a Board member's household, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the hearing. If the committee does not agree with the fine proposed by the Board, the fine may not be levied.

(c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time. At the time of the recordation of this Declaration, the Act provides that no fine may exceed $100.00 per violation, or $1,000.00 in the aggregate.

(d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

(h) Proviso. Notwithstanding the foregoing, the notice and hearing requirements of this subsection do not apply to the imposition of fines against a Unit Owner or a Unit's occupant, licensee, or invitee because of failing to pay any amounts due the Association. If such a fine is imposed, the Association must levy the fine or impose a reasonable suspension at a properly noticed Board meeting, and after the imposition of such fine or suspension, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery.

18.4 Suspension. An Association may suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's Tenant, guest or invitee, to use the Common Elements, common facilities, or any other Association Property for failure to comply with any provision of the Declaration, the By-Laws or reasonable rules of the Association. A suspension may not be imposed unless the Association first provides at least 14 days' written notice and an opportunity for a hearing to the Unit Owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other Unit Owners who are neither Board members nor persons residing in a Board member's household. If the committee does not agree, the suspension may not be imposed. If a Unit Owner is more than 90 days delinquent in paying a monetary obligation due to the Association, the Association may suspend the right of a Unit Owner or a Unit's occupant, licensee, or invitee to use Common Elements, common facilities, or any other Association Property until the monetary obligation is paid. This subsection does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit or utility services provided to the Unit or elevators. The notice and hearing requirements set forth above do not apply to suspensions imposed in connection with monetary delinquencies under this subsection. Any suspension imposed pursuant to this subsection must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee or invitee by mail or hand delivery.

The Association may suspend the voting rights of a Member due to nonpayment of any monetary obligation due to the Association which is more than $1,000 and more than 90 days delinquent. Proof of such obligations must be provided to the allegedly delinquent Owner thirty (30) days before such suspension takes effect. The suspension ends upon full payment of all obligations currently due or overdue the Association. The notice and hearing requirements set forth above do not apply to suspensions imposed under this subsection. Any suspension imposed pursuant to this subsection must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee or invitee by mail or hand delivery.

18.5 Waiver of Jury Trial. TO THE MAXIMUM EXTENT LAWFUL, THE ASSOCIATION AND EACH UNIT OWNER AGREE THAT NEITHER A UNIT OWNER, THE ASSOCIATION NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF A UNIT OWNER OR THE ASSOCIATION (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDINGS, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THE DECLARATION, ANY EXHIBITS ATTACHED HERETO, THE ACT OR ANY ACTIONS, DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NONE OF THE PARTIES WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED.

19. **Termination of Condominium**. The Condominium shall continue until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (b) terminated pursuant to a Plan of Termination (as defined in the Act) in accordance with Section 718.117, Florida Statutes. Institutional mortgage holders are not included in the voting interests of the Condominium with respect to voting on a Plan of Termination. In the event such withdrawal is authorized as aforesaid, and provided that the Board first notifies the Division of an intended withdrawal (and any required approvals from the Division are obtained), the Condominium regime shall be terminated in accordance with the terms of a Plan of Termination complying with the provisions of Section 718.117, Florida Statutes. This Section may not be amended without the consent of the Developer as long as it owns any Unit and is offering same for sale in the ordinary course of business.

20. **Additional Rights of Mortgagees and Others.**

20.1 Availability of Association Documents. The Association shall have current and updated copies of the following available for inspection by Institutional First Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration; (b) the Articles; (c) the By-Laws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association.

20.2 Amendments. Subject to the other provisions of this Declaration and except as provided elsewhere to the contrary, an amendment directly affecting any of the following shall require the approval of a Majority of Institutional First Mortgagees: (a) voting rights; (b) increases in assessments by more than 25% over the previous assessment amount, assessment liens or the priority of assessment liens; (c) reductions in reserves for maintenance, repair and replacement of Common Elements and/or Association Property; (d) responsibility for maintenance and repairs; (e) reallocation of interests in the Common Elements (including Limited Common Elements) or rights to their use; (f) redefinition of Unit boundaries; (g) conversion of Units into Common Elements or Common Elements into Units; (h) expansion or contraction of the Condominium; (i) hazard or fidelity insurance requirements; (j) imposition of restrictions on leasing of Units; (k) imposition of restrictions on the selling or transferring of title to Units; (l) restoration or repair of the Condominium after a casualty or partial condemnation; (m) any action to terminate the Condominium after casualty or condemnation; and (n) any provision that expressly benefits mortgage holders, insurers or guarantors as a class. In accordance with Section 718.110(11), Florida Statutes, any consent required of a mortgagee may not be unreasonably withheld.

20.3 Notices. Any holder, insurer or guarantor of a mortgage on a Unit shall have the right to timely written notice of:

(a) any condemnation or casualty loss affecting a material portion of the Condominium and/or Association Property or the affected mortgaged Unit;

(b) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit;

(c) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) any proposed action which requires the consent of a specified number of mortgage holders.

20.4 Additional Rights. Institutional First Mortgagees shall have the right, upon written request to the Association, to: (a) receive a copy of an audited financial statement of the Association for the immediately preceding fiscal year if such statements were prepared; and (b) receive notices of and attend Association meetings.

21. **Covenant Running With the Land**. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, as well as those of the Master Covenants, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, Tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the Articles, By-Laws and applicable rules and regulations, as well as those of the Master Covenants, all as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, the Master Covenants all as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

22. **The Master Community**. The Condominium is part of an overall development (the "Community") governed by the Master Covenants. The Master Covenants contain certain rules, regulations and restrictions relating to the use of the Shared Facilities as well as the Condominium Property (including Units). Each Unit Owner will be subject to all of the terms and conditions of the Master Covenants, as amended and supplemented from time to time. Among the powers of the Shared Facilities Element Owner are the power to assess Unit Owners for a pro-rata share of the expenses of the operation and maintenance of (including the management fees relating to) such Shared Facilities, to impose and foreclose liens in the event such assessments are not paid when due, and to delegate all or a portion of its authority under the Master Covenants to the Shared Facilities Manager. Except for those instances where the use is limited pursuant to the Master Covenants, the Unit Owners shall be entitled to use the Shared Facilities in accordance with and subject to the terms of the Master Covenants. The Shared Facilities Manager may impose certain obligations on the Association including, but not limited to, obligating the Association to collect Assessments (as defined in the Master Covenants) payable to the Shared Facilities Manager despite the fact that such Assessments are not Common Expenses. Notwithstanding anything in this Declaration or its exhibits to the contrary, nothing in the Master Covenants shall conflict with the powers and duties of the Association or the rights of the Unit Owners as provided in the Act.

The Declarant has reserved the right to add other property to The Properties, although the Declarant is under no obligation to do so. Any additional structures which may be constructed within The Properties may take any form, including (without creating any obligation and without limitation), additional residential, non-residential and/or commercial structures, including, without limitation (and without creating any obligation) residential, transient, retail, club and/or office components, as well as certain recreational facilities, open spaces, roadways and other accessory facilities and/or structures serving any or all of same. Any additional structures which may be constructed within The Properties may take any form. Any and all such other portions of The Properties are not part of the Condominium Property. Each Owner, by acceptance of title to a Unit, acknowledges and consents to the use of and access over portions of the Common Elements by parties other than Owners in connection with use and operation of the other Elements.

23. **Disclaimer of Warranties. Except only for those warranties provided in Section 718.203, Florida Statutes (and then only to the extent applicable and not yet expired), to the maximum extent lawful Developer, Declarant and Shared Facilities Element Owner hereby disclaim any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Condominium Property and/or The Properties, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute (other than those imposed by Section 718.203, Florida Statutes, and then only to the extent applicable and not yet expired) and all other express and implied warranties of any kind or character. Neither Developer, Declarant, Shared Facilities Element Owner, Shared Facilities Manager nor Management Company has given and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner recognizes and agrees that the Unit and Condominium are not new construction and were not wholly constructed by Developer. Each Unit Owner, by accepting a deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Developer and Declarant that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit, the Condominium and The Properties. The Unit Owner has not received nor relied on any warranties and/or representations from Developer of any kind, other than as expressly provided herein.**

As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

All Unit Owners, by virtue of their acceptance of title to their respective Units (whether from the Developer or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. The foregoing shall also apply to any party claiming by, through or under a Unit Owner, including a Tenant or Permitted User.

Additionally, properties in Florida are subject to tropical conditions, which may include quick, heavy rain storms, high blustery winds, hurricanes and/or flooding. These conditions may be extreme, creating sometimes unpleasant or uncomfortable conditions or even unsafe conditions, and can be expected to be more extreme at properties like the Condominium. At certain times, the conditions may be such where use and enjoyment of outdoor amenities such as the pool or pool deck, and/or certain temporary structures may be unsafe and/or not comfortable or recommended. These conditions are to be expected at properties near the water. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks, conditions and liabilities associated with these conditions and to have released and indemnified Developer, Developer's Affiliates, Declarant, Declarant's Affiliates, Shared

Facilities Element Owner, Shared Facilities Manager, Management Company and the Developer's third party consultants, including without limitation, the Developer's architect, from and against any and all liability or claims resulting from same, including, without limitation, any liability for incidental or consequential damages which may result from, without limitation, inconvenience and/or personal injury and death to or suffered by a Unit Owner, its family members and/or its or their guests, tenants and invitees and to any pets of persons aforementioned in this sentence (and any other person or any pets). Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that neither Developer, Developer's Affiliates, Declarant, Declarant's Affiliates, Shared Facilities Element Owner, Shared Facilities Manager, Management Company nor the Developer's third party consultants, including without limitation, the Developer's architect, shall be responsible for any of the conditions described above, and Developer hereby disclaims any responsibility for same which may be experienced by any Owner, its pets, its family members and/or its or their guests, tenants and invitees.

Further, given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Unit and/or the Condominium Property and/or The Properties. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Developer, Developer's Affiliates, Declarant, Declarant's Affiliates, Shared Facilities Element Owner, Shared Facilities Manager, Management Company and the Developer's third party consultants, including without limitation, the Developer's architect, from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury). Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that neither Developer, Developer's Affiliates, Declarant, Declarant's Affiliates, Shared Facilities Element Owner, Shared Facilities Manager, Management Company nor any of Developer's third party consultants, including without limitation, Developer's architect, shall be responsible, and the Developer Declarant, Declarant's Affiliates, Shared Facilities Element Owner hereby disclaim any responsibility for any illness or allergic reactions, personal injury or death which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees and to any pets of persons aforementioned in this sentence, as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination.

Each Owner understands and agrees that for some time in the future, it, and its guests, tenants and invitees may be disturbed by the noise, commotion and other unpleasant effects of nearby construction activity and as a result Owner and its guests, tenants and invitees may be impeded in using portions of the Condominium Property and/or The Properties by that activity. Because the location of the Condominium, demolition or construction of building and other structures within the immediate area or within the view lines of any particular Unit or of any part of the Condominium (the "Views") may block, obstruct, shadow or otherwise affect Views, which may currently be visible from the Unit or from the Condominium. Therefore, each Owner, for itself, its successors and assigns, agrees to release Developer, Developer's Affiliates, Declarant, Declarant's Affiliates, Shared Facilities Element Owner, and its and their partners and its and their partners, members, shareholders, officers, directors, employees, managers, agents, contractors, consultants or attorneys and every affiliate and person related or affiliated in any way with any of them, from and against any and all losses, claims,

demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against the Developer, Developer's Affiliates, Declarant, Declarant's Affiliates, Shared Facilities Element Owner, Shared Facilities Manager or Management Company related to Views or the disruption, noise, commotion, and other unpleasant effects of nearby development or construction. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter.

Additionally, inasmuch as the Hotel Element and/or portions of the Shared Facilities may be open to, or may attract customers, patrons and/or guests who are not members of the Association, such additional traffic over and upon the Common Elements and/or in or around the Condominium Property, shall not be deemed a nuisance.

Further, each Unit Owner, for itself, its guests, tenants and invitees, acknowledges and agrees by acceptance of a deed or other conveyance of a Unit, that the Condominium Property will not contain any vehicle parking facilities for the Units and vehicle parking will only be available in the Shared Facilities subject to, and in accordance with, the terms and conditions of the Master Covenants or any other agreements for off-site parking as may (but are not guaranteed to be) entered into by the Association from time to time.

Lastly, each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit may vary. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Without limiting the generality of this Section 23, Developer does not make any representation or warranty as to the actual size, dimensions (including ceiling heights) or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty. Notwithstanding the foregoing, the Developer shall not be excused from any liability under, or compliance with, the provisions of Section 718.506, Florida Statutes.

24. **Water Management District Issues**. The following provisions are set forth in satisfaction of the requirements of the District (and are applicable to the extent not the obligation of the Shared Facilities Element Owner):

24.1 Except only as limited in this Declaration, the Articles, By-Laws or the Act, the Association shall have all of the powers set forth in Chapters 617 and 718, Florida Statutes, and shall expressly, have the following powers: (a) to own and convey property; (b) to operate and maintain Common Elements, including the surface water management system as permitted by the District including all lakes, retention areas, culverts and related appurtenances; (c) to establish rules and regulations; (d) to assess members and enforce said Assessments; (e) to sue and be sued; and (f) to contract for services (if the Association contemplates employing a maintenance company) to provide services for operation and maintenance.

24.2 As and to the extent set forth herein and in the Articles, each Owner shall be a member of the Association.

24.3 Notwithstanding anything to the contrary set forth in this Declaration, the Articles, or By-Laws, if the Association is dissolved, the property consisting of the surface water management system will be conveyed to an appropriate agency of local government,

provided, however, that if such conveyance is not accepted, the surface water management system will be conveyed to a similar non-profit corporation.

24.4 The surface water management system serving the Condominium (to the extent contained within the Condominium Property) shall be deemed part of the Common Elements, and as such, the Association is responsible for the operation and maintenance of the surface water management system serving the Condominium (to the extent contained within the Condominium Property).

24.5 The Common Expenses shall include any and all costs for the operation, maintenance and, if necessary, replacement of the surface water management system, and the costs for same shall be Assessed against all Unit Owners.

24.6 Any amendment to this Declaration, the Articles or By-Laws which would affect the surface water management system, conservation areas or water management portions of the Common Elements will be submitted to the District for a determination of whether the amendment necessitates a modification of the existing permit for the surface water management system (the "Permit").

24.7 As set forth in Section 21, all provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein.

24.8 If wetland mitigation or monitoring is required, the Association shall be responsible to carry out such obligations successfully, including, without limitation, meeting all Permit conditions associated with wetland mitigation, maintenance and monitoring.

24.9 Copies of the Permit and any future permit actions shall be maintained by the Shared Facilities Element Owner's registered agent for the Shared Facilities Element Owner's benefit.

24.10 The District has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas, if any, under the responsibility or control of the Association.

25. **Additional Provisions.**

25.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws shall be sent by either hand delivery, recognized overnight courier service or certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by either hand delivery, recognized overnight courier service or first-class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him or her from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by either hand delivery, recognized overnight courier service or first-class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

25.2 Interpretation. Except where otherwise provided herein, the Board of Directors shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

25.3 Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.

25.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

25.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

25.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

TO THE MAXIMUM EXTENT LAWFUL, THE ASSOCIATION AND EACH UNIT OWNER AGREE THAT NEITHER A UNIT OWNER, THE ASSOCIATION NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF A UNIT OWNER OR THE ASSOCIATION (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDINGS, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THE DECLARATION, ANY EXHIBITS ATTACHED HERETO, THE ACT OR ANY ACTIONS, DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NONE OF THE PARTIES WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED.

25.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, Subsection, sentence, paragraph, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

25.8 Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

25.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his or her occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws, and applicable rules and regulations, are fair and reasonable in all material respects.

25.10 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and Developer's Affiliates to complete the plan of development of the Condominium as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners and their mortgagees, any and all of such documents or consents, including, without limitation, all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.). In that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit by acceptance of a lien on said Unit, appoints and designates the Developer, as such Owner's agent and attorney-in-fact to execute any and all such documents or consents. This Power of Attorney is irrevocable and coupled with an interest, however, Developer shall have a power and right of substitution in full or in part. Any such substitution may be limited to a particular matter and may be made on an exclusive or non-exclusive basis.

25.11 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

25.12 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

25.13 Liability. Notwithstanding anything contained herein or in the Articles of Incorporation, By-laws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium and/or Association Property including, without limitation, Owners and their guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, County and/or any other jurisdiction or the prevention of tortious activities; and

(c) the provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of such Owner's acceptance of title to a Unit) and each other person having an interest in or lien upon, or making use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed hereby. Notwithstanding the foregoing, nothing contained herein shall relieve the Association of its duty of ordinary care, as established by the Act, in carrying out the powers and duties set forth herein. As used in this Section, "Association" shall include within its meaning all of Association's directors, officers, committee and Board members, employees, agents, contractors (including the Management Company), subcontractors, successors, nominees and assigns. The provisions hereof shall also inure to the benefit of Developer, which shall be fully protected hereby.

26. **Election Whether to Guarantee Assessments** ONLY THE CHECKED PROVISION SHALL BE APPLICABLE:

☐ The Substantial Completion Certificate is not attached to this Declaration and Developer will make a determination of whether to guarantee assessment as and to the extent provided in Section 13.7 above in the amendment to the Declaration incorporating the Substantial Completion Certificate

☐ The Substantial Completion Certificate is attached to this Declaration and Developer has elected to guarantee Assessments as and to the extent provided in Section 13.7 above.

☐ The Substantial Completion Certificate is attached to this Declaration and Developer has elected not to guarantee assessments and the provisions of Section 13.7 shall not be applicable or effective.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed as of the ____ day of _____, 202__.

Signed in the presence of:

S.R. LBK, LLC, a Florida limited liability company

_____
Name:_____

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

_____
Name:_____

Address: _____
_____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this ___ day of _____, 202__ by_____, as _____ of **S.R. LBK, LLC, a Florida limited liability company**, on behalf of the company. He/she is personally known to me or produced _____ as identification.

_____
Name: _____

Notary Public, State of Florida
My Commission Expires: Commission No.: _____

(Notarial Seal)

JOINDER

THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this _____ day of _____, 202__.

Witnessed by:

THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY ASSOCIATION, INC., a Florida corporation not for profit

_____
Name: _____

By: _____
_____, President

_____
Name:_____

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing joinder was acknowledged before me by means of ☒ physical presence or □ online notarization, this ___ day of _____, 202__, by _____, as President of **THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of said corporation. He is personally known to me or has produced _____ as identification.

_____
Name:_____

Notary Public, State of Florida
My Commission Expires: Commission No.: _____

(Notarial Seal)

Exhibit "1"

Legal Description

COURSE & DISTANCE LIST

FROM P.O.B.(1)

1. S52°08'09"E, 8.58'
2. S37°51'51"W, 8.17'
3. S52°08'09"E, 7.42'
4. S37°51'51"W, 8.58'
5. N52°08'09"W, 16.00'
6. N37°51'51"E, 16.75'

FROM P.O.B.(2)

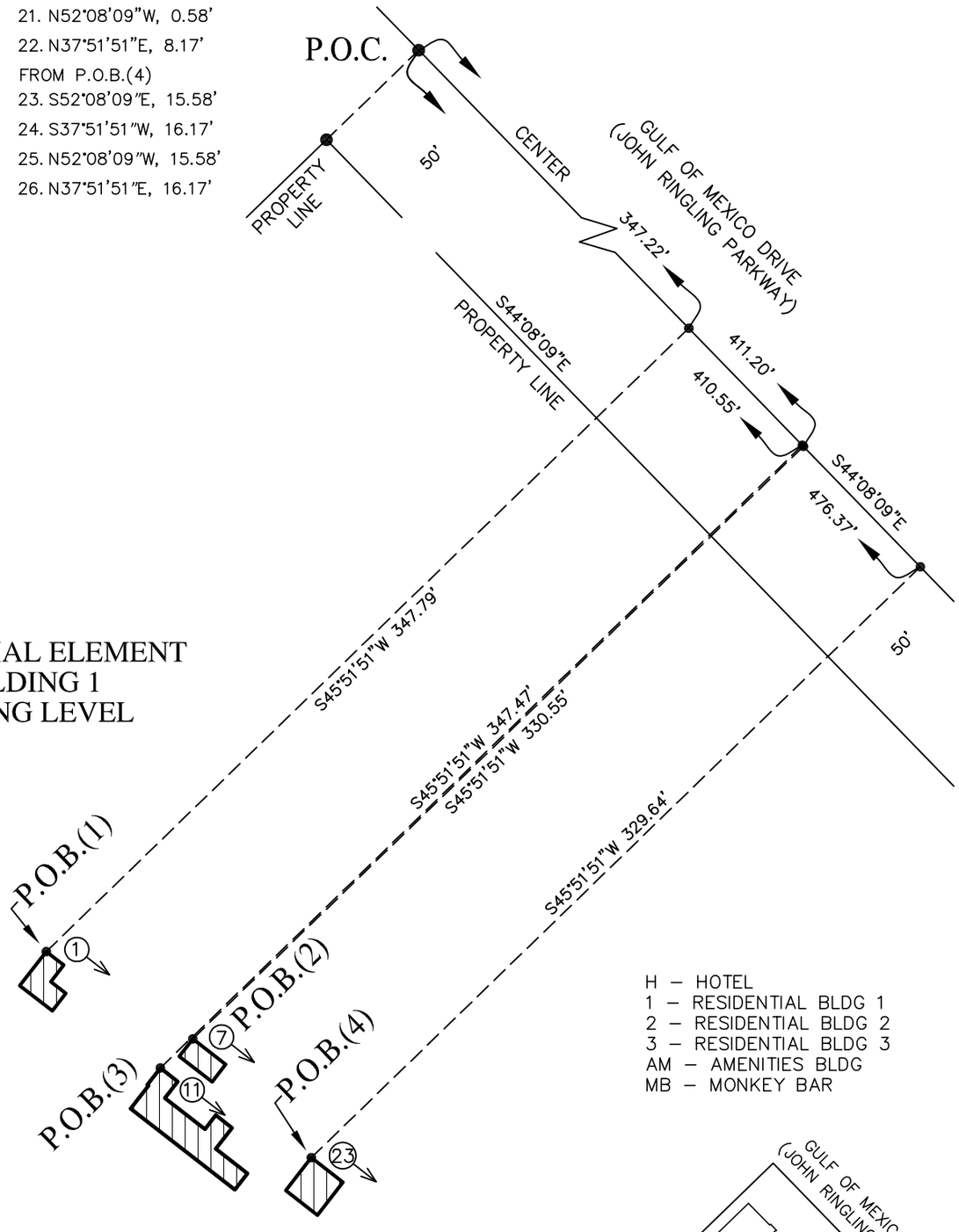
7. S52°08'09"E, 16.17'
8. S37°51'51"W, 8.58'
9. N52°08'09"W, 16.17'
10. N37°51'51"E, 8.58'

FROM P.O.B.(3)

11. S52°08'09"E, 8.58'
12. S37°51'51"W, 8.16'
13. S52°08'09"E, 19.67'
14. N37°51'51"E, 6.91'
15. S52°08'09"E, 8.00'
16. S37°51'51"W, 10.32'
17. S52°08'09"E, 15.58'
18. S37°51'51"W, 8.00'
19. N52°08'09"W, 51.25'
20. N37°51'51"E, 11.41'
21. N52°08'09"W, 0.58'
22. N37°51'51"E, 8.17'

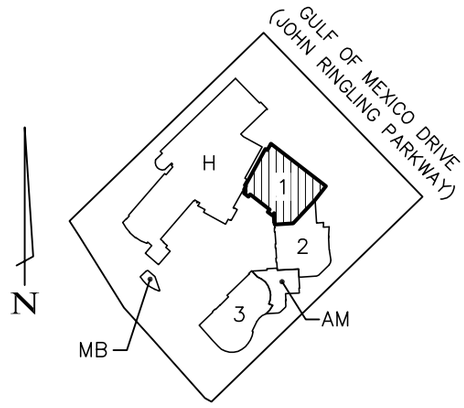
FROM P.O.B.(4)

23. S52°08'09"E, 15.58'
24. S37°51'51"W, 16.17'
25. N52°08'09"W, 15.58'
26. N37°51'51"E, 16.17'



RESIDENTIAL ELEMENT
BUILDING 1
PARKING LEVEL

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR



Key Map
Scale: 1"=600'

Lying generally below Elevation 22.58' (North American Vertical Datum 1988)

0 60
Graphic Scale In Feet

Sketch To Accompany Legal Description
Residential Element - Building 1 Parking Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

North

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio Way #200, Orlando, FL 32819

On: June, 2020

K:\MISC\ST REGIS LONGBOAT KEY PROJECT\Plots\Residential Parcel\Plots\Building 1\Plot-Residential Bldg 1-Parking Level 1.dwg, 7/16/2020 10:40:15 AM

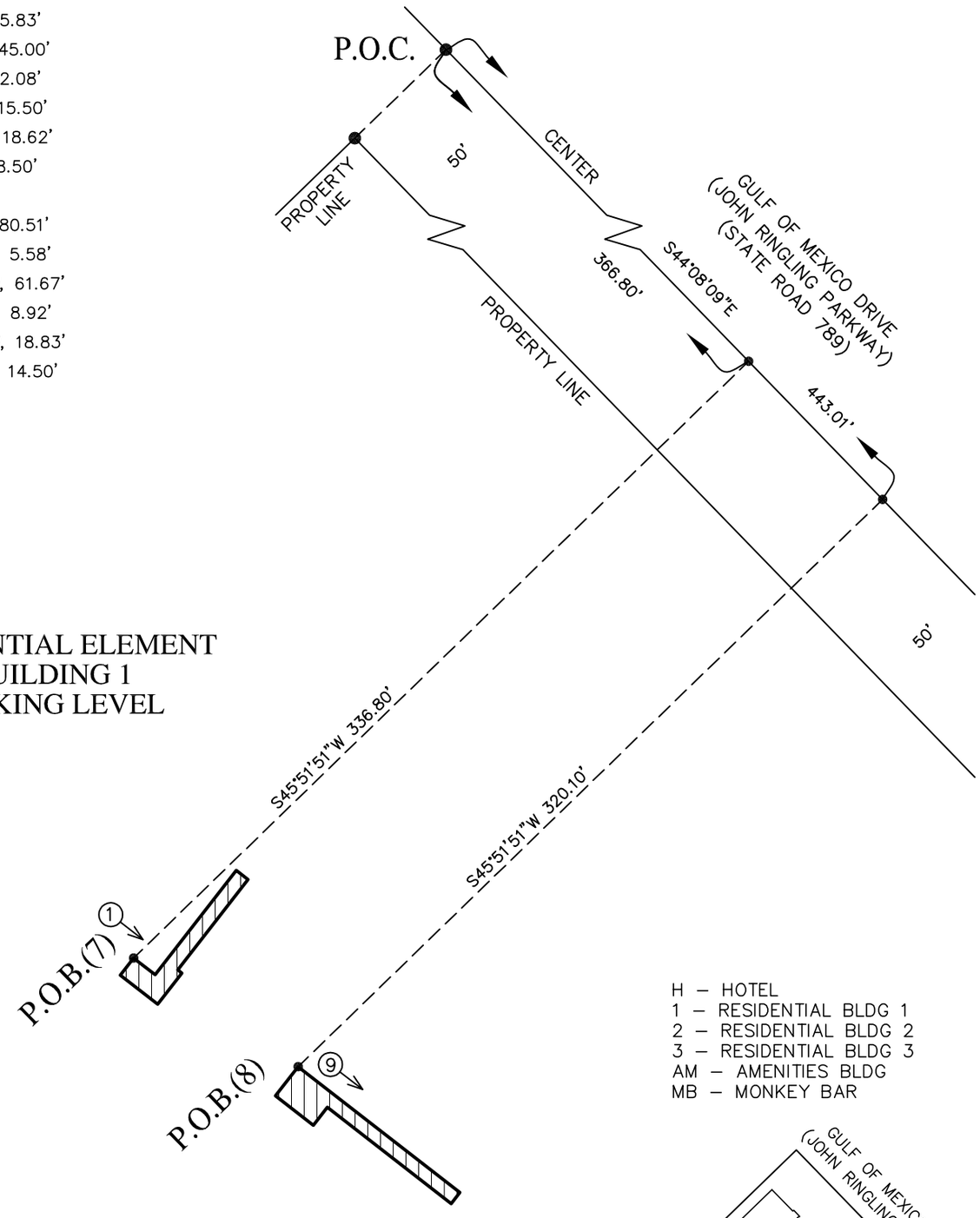
COURSE & DISTANCE LIST

FROM P.O.B.(7)

1. S52°08'09"E, 10.71'
2. N37°51'51"E, 52.00'
3. S52°08'09"E, 5.83'
4. S37°51'51"W, 45.00'
5. S52°08'09"E, 2.08'
6. S37°51'51"W, 15.50'
7. N52°08'09"W, 18.62'
8. N37°51'51"E, 8.50'

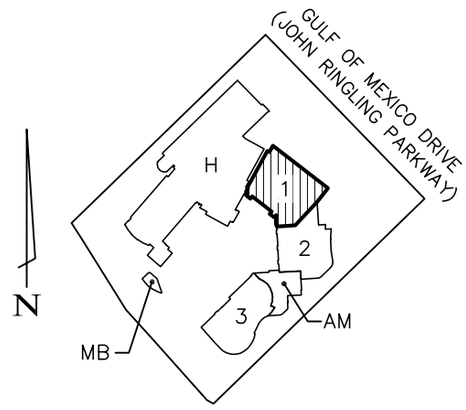
FROM P.O.B.(8)

9. S52°08'09"E, 80.51'
10. S37°51'51"W, 5.58'
11. N52°08'09"W, 61.67'
12. S37°51'51"W, 8.92'
13. N52°08'09"W, 18.83'
14. N37°51'51"E, 14.50'



RESIDENTIAL ELEMENT
BUILDING 1
PARKING LEVEL

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR



Key Map

Scale: 1"=600'

Lying generally below Elevation 22.58'
(North American Vertical Datum 1988)

0 60

Graphic Scale In Feet

North

Sketch To Accompany Legal Description
Residential Element - Building 1 Parking Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
BUILDING 1
PARKING LEVEL

Legal Description:

Portions of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 347.22 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 347.79 feet to the POINT OF BEGINNING (P.O.B. 1) of the following described parcel of land; thence run South 52°08'09" East, for a distance of 8.58 feet to a point; thence run South 37°51'51" West for a distance of 8.17 feet to a point; thence run South 52°08'09" East for a distance of 7.42 feet to a point; thence run South 37°51'51" West for a distance of 8.58 feet to a point; thence run North 52°08'09" West for a distance of 16.00 to a point; thence run North 37°51'51" East for a distance of 16.75 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88)

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 411.20 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 330.55 feet to the POINT OF BEGINNING (P.O.B. 2) of the following described parcel of land; thence run South 52°08'09" East for a distance of 16.17 feet to a point; thence run South 37°51'51" West for a distance of 8.58 feet to a point; thence run North 52°08'09" West for a distance of 16.17 feet to a point; thence run North 37°51'51" East for a distance of 8.58 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.G.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 410.55 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 347.47 feet to the POINT OF BEGINNING (P.O.B. 3) of the following described parcel of land; thence run South 52°08'09" East for a distance of 8.58 feet to a point; thence run South 37°51'51" West for a distance of 8.16 feet to a point; thence run South 52°08'09" East for a distance of 19.67 feet to a point; thence run

to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88)

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard

(John Ringling Parkway) South 44°08’09” East for a distance of 476.37 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 329.64 feet to the POINT OF BEGINNING (P.O.B. 4) of the following described parcel of land; thence run South 52°08’09” East for a distance of 15.58 feet to a point; thence run South 37°51’51” West for a distance of 16.17 feet to a point; thence run North 52°08’09” West for a distance of 15.58 feet to a point; thence run North 37°51’51” East for a distance of 16.17 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88)

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 367.35 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 336.80 feet to the POINT OF BEGINNING (P.O.B. 5) of the following described parcel of land; thence run South 52°08’09” East for a distance of 10.71 feet to a point; thence run North 37°51’51” East for a distance of 52.00 feet to a point; thence run South 52°08’09”E for a distance of 5.83 feet to a point; thence run South 37°51’51” West for a distance of 45.00 feet to a point; thence run South 52°08’09” East for a distance of 2.08 feet to a point; thence run South 37°51’51” West for a distance of 15.50 feet to a point; thence run North 52°08’09”W for a distance of 18.62 feet to a point; thence run North 37°51’51” East for a distance of 8.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

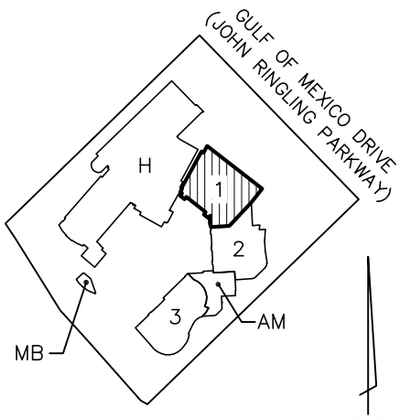
Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 443.01 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 320.10 feet to the POINT OF BEGINNING (P.O.B. 6) of the following described parcel of land; thence run South 52°08’09” East for a distance of 80.51 feet to a point; thence run South 37°51’51” West for a distance of 5.58 feet to a point; thence run North 52°08’09” West for a distance of 61.67 feet to a point; thence run South 37°51’51” West for a distance of 8.92 feet to a point; thence run North 52°08’09” West for a distance of 18.83 feet to a point; thence run North 37°51’51” East for a distance of 14.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Said parcels of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

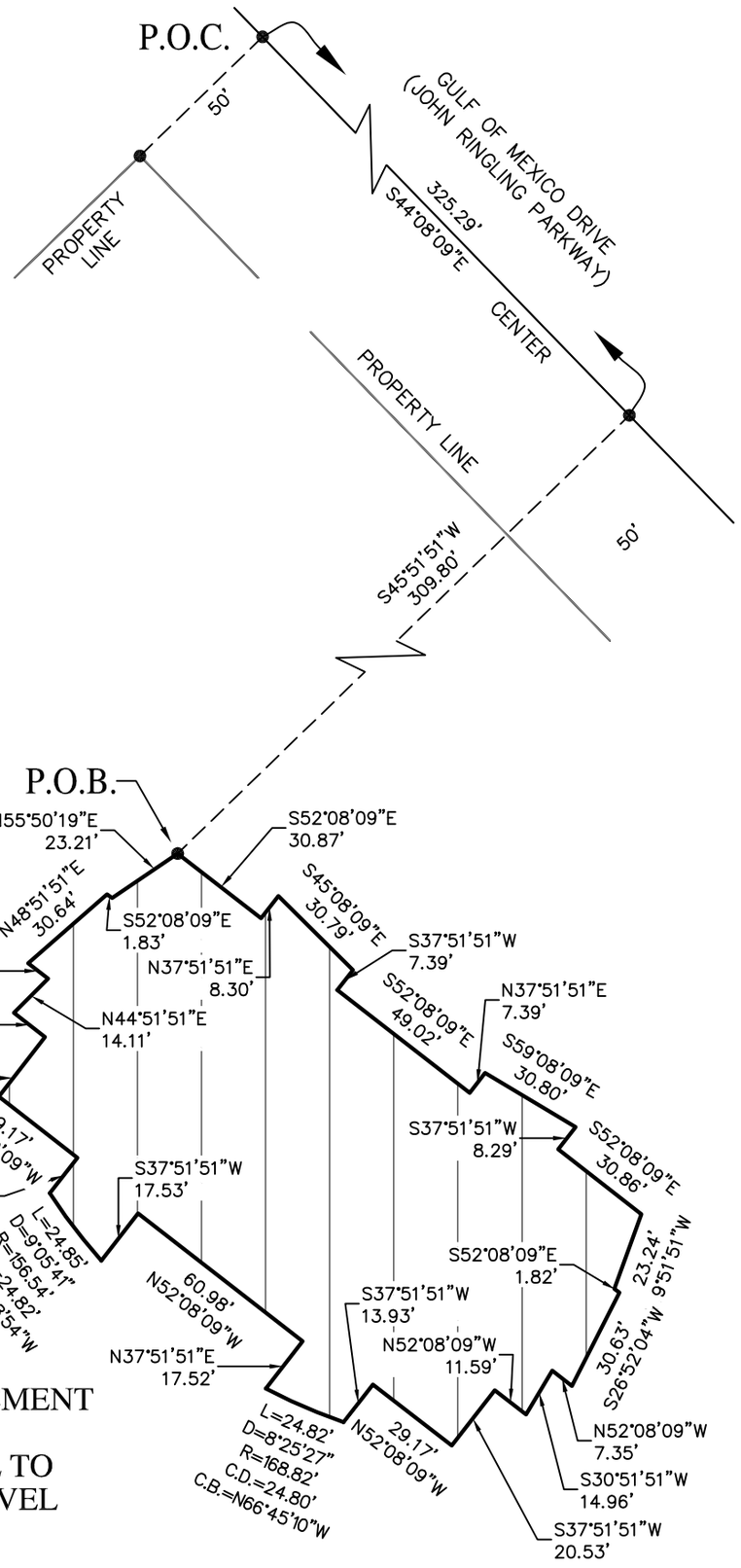
Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).



Key Map

Scale: 1"=600'

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR



RESIDENTIAL ELEMENT
BUILDING 1
PODIUM LEVEL TO
PENTHOUSE LEVEL

Graphic Scale
0 50
1 inch = 50 feet

Lying generally at and above Elevation 22.58'
and below Elevation 88.50'
(North American Vertical Datum 1988)

North

Sketch To Accompany Legal Description
Residential Element - Building 1 Podium Level to Penthouse Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
BUILDING 1
PODIUM LEVEL to PENTHOUSE LEVEL

Legal Description:

A portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 325.29 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 309.80 feet to the POINT OF BEGINNING of the following described parcel of land; thence run South 52°08'09" East for a distance of 30.87 feet to a point; thence run North 37°51'51" East for a distance of 8.30 feet to a point; thence run South 45°08'09" East for a distance of 30.79 feet to a point; thence run South 37°51'51" West for a distance of 7.39 feet to a point; thence run South 52°08'09" East for a distance of 49.02 feet to a point; thence run North 37°51'51" East for a distance of 7.39 feet to a point; thence run South 59°08'09" East for a distance of 30.80 feet to a point; thence run South 37°51'51" West for a distance of 8.29 feet to a point; thence run South 52°08'09" East for a distance of 30.86 feet to a point; thence run South 19°51'51" West for a distance of 23.24 feet to a point; thence run South 52°08'09" East for a distance of 1.82 feet to a point; thence run South 26°52'04" West for a distance of 30.63 feet to a point; thence run North 52°08'09" West for a distance of 7.35 feet to a point; thence run South 30°51'51" West for a distance of 14.96 feet to a point; thence run North 52°08'09" West for a distance of 11.59 feet to a point; thence run South 37°51'51" West for a distance of 20.53 feet to a point; thence run North 52°08'09" West for a distance of 29.17 feet to a point; thence run South 37°51'51" West for a distance of 13.93 feet to a point on the next described non-tangent circular curve concave to the Northeast; thence run Northwesterly along the arc of said curve to the right having a radius of 168.82 feet, a central angle of 08°25'27", a chord length of 24.80 feet along a chord bearing of North 66°45'10" West, for an arc distance of 24.82 feet to a point; thence run North 37°51'51" East for a distance of 17.52 feet to a point; thence run North 52°08'09" West for a distance of 60.98 feet to a point; thence run South 37°51'51" West for a distance of 17.53 feet to a point on the next described circular curve concave to the Northeast; thence run Northwesterly along the arc of said curve to the right having a radius of 156.54 feet, a central angle of 09°05'41", a chord length of 24.82 feet along a chord bearing of North 37°18'54" West, for an arc distance of 24.85 feet to a point; thence run North 37°51'51" East for a distance of 13.12 feet to a point; thence run North 52°08'09" West for a distance of 29.17 feet to a point; thence run North 37°51'51" East for a distance of 22.09 feet to a point; thence run North 52°08'09" West for a distance of 11.49 feet to a point; thence run North 44°51'51" East for a distance of 14.11 feet to a point; thence run North 52°08'09" West for a distance of 7.35 feet to a point; thence run North 48°51'51" East for a distance of 30.64 feet to a point; thence run South 52°08'09" East for a distance of 1.83 feet to a point; thence run North 55°50'19" East for a distance of 23.21 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 22.58 feet and below Elevation 88.50 feet, North American Vertical Datum of 1988 (N.A.V.D. 88)

Said parcel of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

COURSE & DISTANCE LIST

FROM P.O.B.(1)

1. S52°08'09"E, 9.27'
2. S37°51'51"W, 7.52'
3. N52°08'09"W, 9.27'
4. N37°51'51"E, 7.52'

FROM P.O.B.(2)

5. S52°08'09"E, 18.50'
6. S37°51'51"W, 8.50'
7. N52°08'09"W, 18.50'
8. N37°51'51"E, 8.50'

FROM P.O.B.(3)

9. S52°08'09"E, 9.27'
10. S37°51'51"W, 7.52'
11. N52°08'09"W, 9.27'
12. N37°51'51"E, 7.52'

FROM P.O.B.(4)

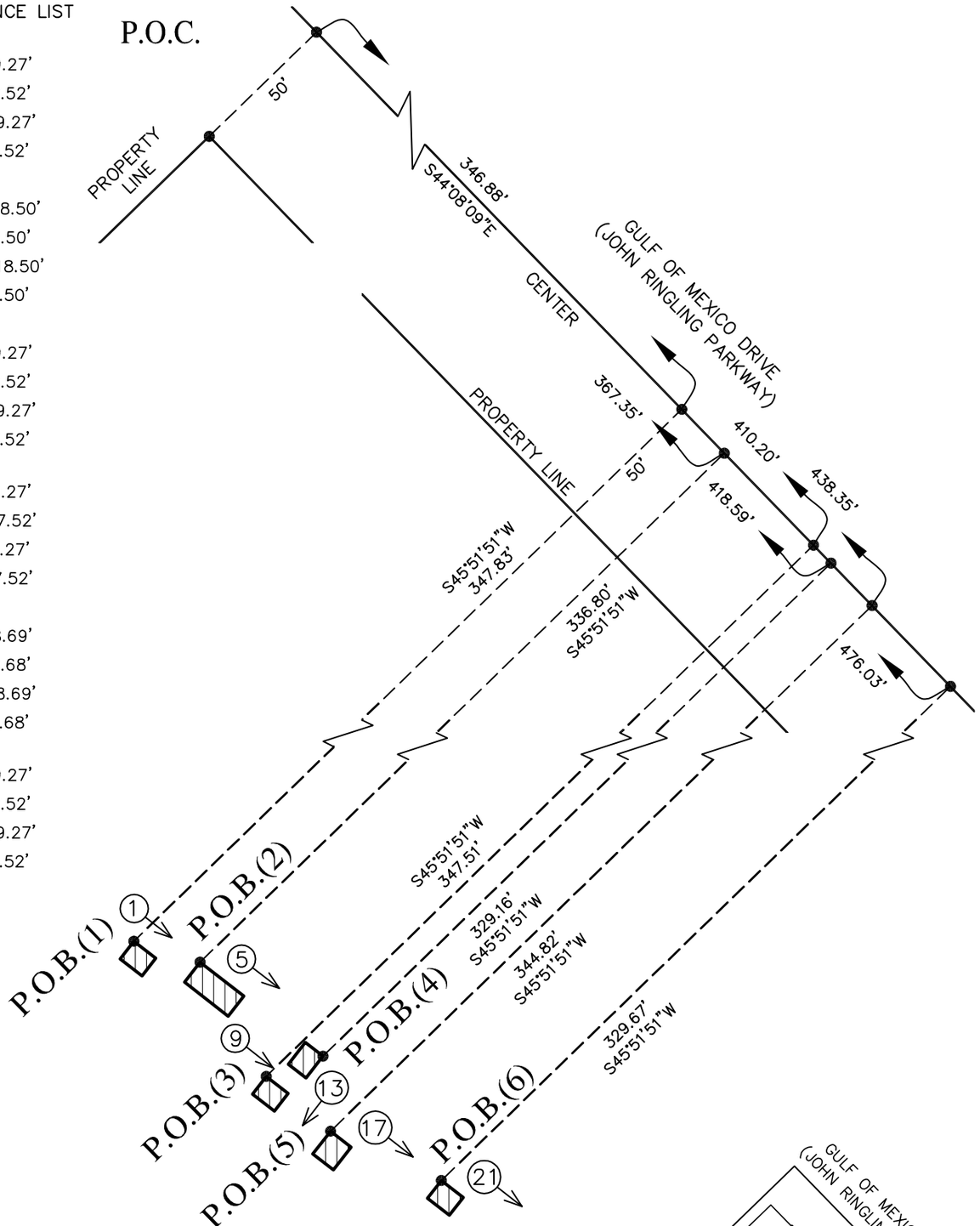
13. S37°51'51"W, 9.27'
14. N52°08'09"W, 7.52'
15. N37°51'51"E, 9.27'
16. S52°08'09"E, 7.52'

FROM P.O.B.(5)

17. S52°08'09"E, 8.69'
18. S37°51'51"W, 9.68'
19. N52°08'09"W, 8.69'
20. N37°51'51"E, 9.68'

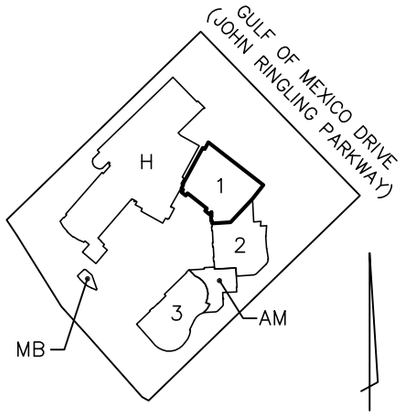
FROM P.O.B(6)

21. S52°08'09"E, 9.27'
22. S37°51'51"W, 7.52'
23. N52°08'09"W, 9.27'
24. N37°51'51"E, 7.52'



RESIDENTIAL ELEMENT
BUILDING 1 ROOF LEVEL

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR



Key Map
Scale: 1"=600'

Lying generally at and above Elevation 88.50'
and below Elevation 97.00'
(North American Vertical Datum 1988)

Graphic Scale
0 50
1 inch = 50 feet

Sketch To Accompany Legal Description
Residential Element - Building 1 Roof Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

North

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
BUILDING 1
ROOF LEVEL

Legal Description:

Portions of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 346.88 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 347.83 feet to the POINT OF BEGINNING (P.O.B. 1) of the following described parcel of land; thence run South 52°08'09" East, for a distance of 9.27 feet to a point; thence run South 37°51'51" West for a distance of 7.52 feet to a point; thence run North 52°08'09" West for a distance of 9.27 to a point; thence run North 37°51'51" East for a distance of 7.52 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 367.35 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 336.80 feet to the POINT OF BEGINNING (P.O.B. 2) of the following described parcel of land; thence run South 52°08'09" East for a distance of 18.50 feet to a point; thence run South 37°51'51" West for a distance of 8.50 feet to a point; thence run North 52°08'09" West for a distance of 18.50 feet to a point; thence run North 37°51'51" East for a distance of 8.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 410.55 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 347.47 feet to the POINT OF BEGINNING (P.O.B. 3) of the following described parcel of land; thence run South 52°08'09" East for a distance of 9.27 feet to a point; thence run South 37°51'51" West for a distance of 7.52 feet to a point; thence run North 52°08'09" West for a distance of 9.27 feet to a point; thence run North 37°51'51" East for a distance of 7.52 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 418.59 feet to a point; thence run at

right angles to the last described course South 45°51’51” West for a distance of 329.16 feet to the POINT OF BEGINNING (P.O.B. 4) of the following described parcel of land; thence run South 37°51’51” West for a distance of 9.27 feet to a point; thence run North 52°08’09” West for a distance of 7.52 feet to a point; thence run North 37°51’51” East for a distance of 9.27 feet; thence run South 52°08’09” East for a distance of 7.52 feet to a point to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 438.35 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 344.82 feet to the POINT OF BEGINNING (P.O.B. 5) of the following described parcel of land; thence run South 52°08’09” East for a distance of 8.69 feet to a point; thence run South 37°51’51” West for a distance of 9.68 feet to a point; thence run North 52°08’09” West for a distance of 8.69 feet to a point; thence run North 37°51’51” East for a distance of 9.68 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 476.03 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 329.67 feet to the POINT OF BEGINNING (P.O.B. 6) of the following described parcel of land; thence run South 52°08’09”East for a distance of 9.27 feet to a point; thence run South 37°51’51” West for a distance of 7.52 feet to a point; thence run North 52°08’09” West for a distance of 9.27 feet to a point; thence run North 37°51’51” East for a distance of 7.52 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Said parcels of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

COURSE & DISTANCE LIST

FROM P.O.B.(1)

1. S03°08'09"E, 15.54'
2. S86°51'51"W, 16.89'
3. N03°08'09"W, 8.58'
4. N86°51'51"E, 8.17'
5. N03°08'09"W, 6.96'
6. N86°51'51"E, 8.72'

FROM P.O.B.(2)

7. S03°08'09"E, 15.58'
8. S86°51'51"W, 16.67'
9. N03°08'09"W, 15.58'
10. N86°51'51"E, 16.67'

FROM P.O.B.(3)

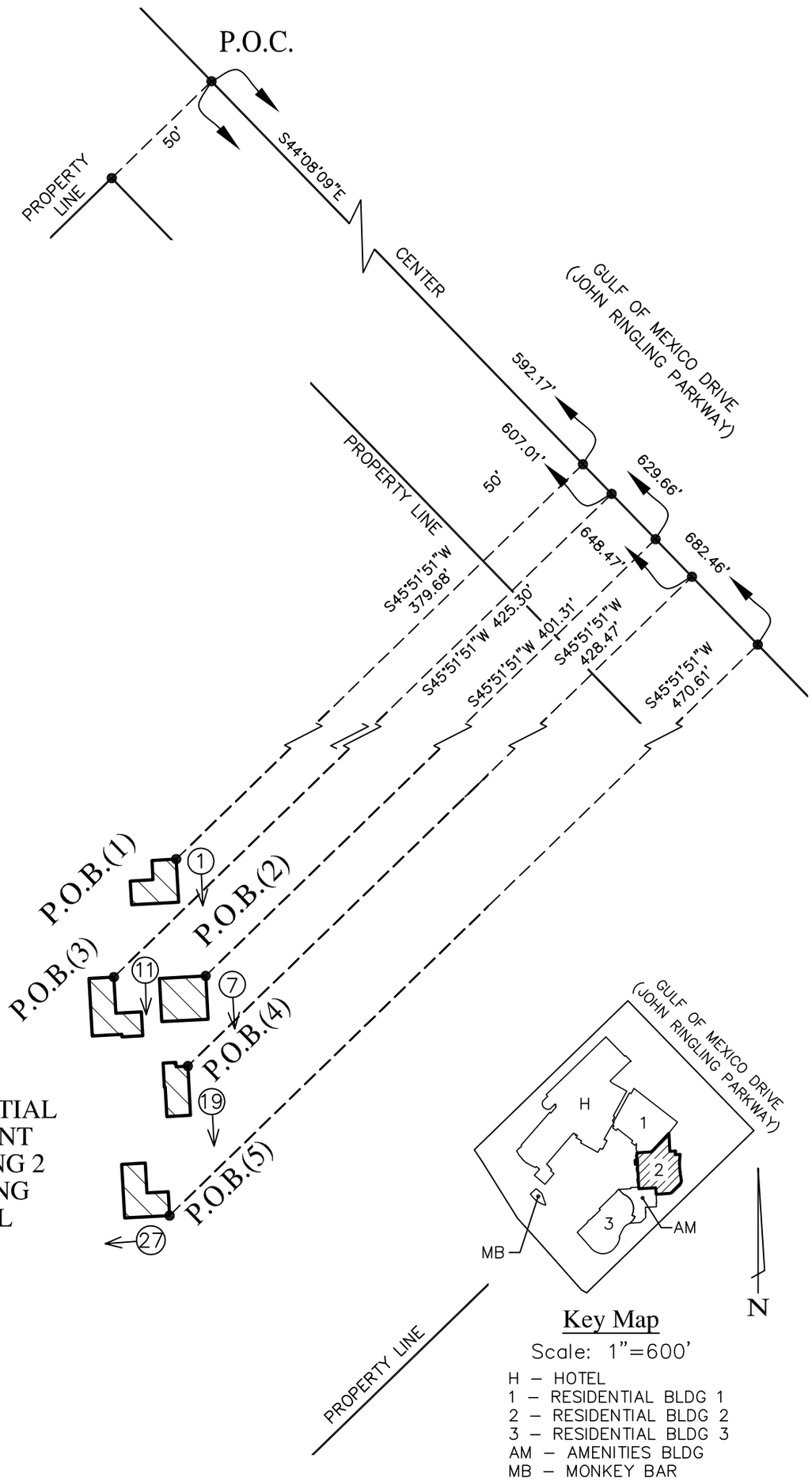
11. S03°08'09"E, 13.00'
12. N86°51'51"E, 9.22'
13. S03°08'09"E, 8.59'
14. S86°51'51"W, 7.50'
15. N03°08'09"W, 0.91'
16. S86°51'51"W, 10.67'
17. N03°08'09"W, 20.67'
18. N86°51'51"E, 8.94'

FROM P.O.B.(4)

19. S03°08'09"E, 17.72'
20. S86°51'51"W, 8.50'
21. N03°08'09"W, 10.58'
22. S86°51'51"W, 0.34'
23. N03°08'09"W, 8.67'
24. N86°51'51"E, 4.64'
25. S03°08'09"E, 1.53'
26. N86°08'09"E, 4.20'

FROM P.O.B.(5)

27. S86°51'51"W, 16.17'
28. N03°08'09"W, 19.33'
29. N86°51'51"E, 8.50'
30. S03°08'09"E, 10.75'
31. N86°51'51"E, 7.67'
32. S03°08'09"E, 8.58'



Key Map

Scale: 1"=600'

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR

Lying generally below Elevation 22.58'
(North American Vertical Datum 1988)

Graphic Scale

0 50

1 inch = 50 feet

Sketch To Accompany Legal Description
Residential Element - Building 2 Parking Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

North

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio Way #200, Orlando, FL 32819

On: June, 2020

COURSE & DISTANCE LIST

FROM P.O.B.(6)

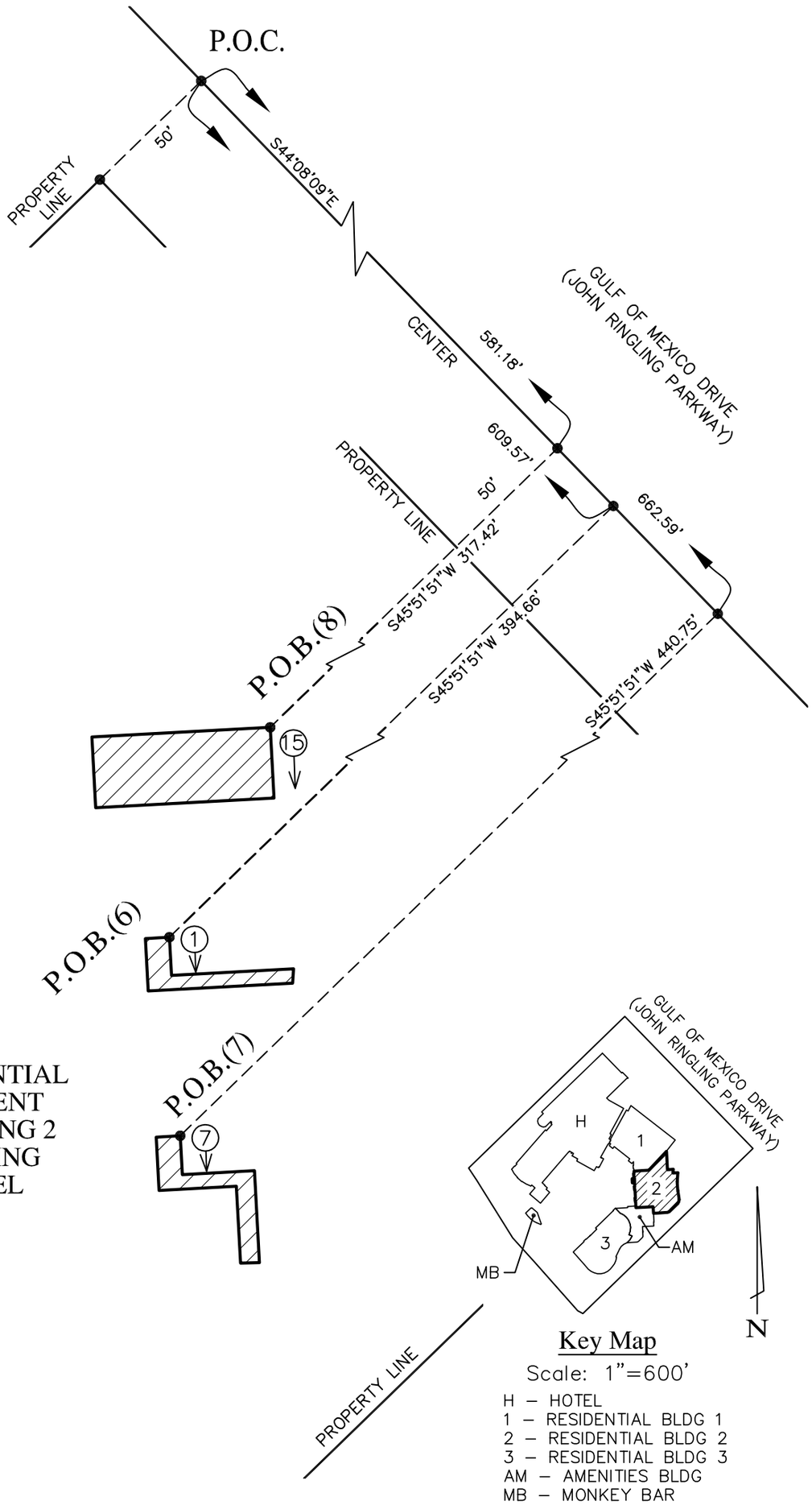
1. S03°08'09"E, 13.52'
2. N86°51'51"E, 43.24'
3. S03°51'51"W, 5.08'
4. S86°51'51"W, 51.12'
5. N03°08'09"W, 18.57'
6. N86°51'51"E, 8.50'

FROM P.O.B.(7)

7. S03°08'09"E, 13.75'
8. N86°51'51"E, 25.50'
9. S03°08'09"E, 32.55'
10. S86°54'35"W, 6.67'
11. N03°08'09"W, 27.14'
12. S86°51'51"W, 27.33'
13. N03°08'09"W, 18.92'
14. N86°51'51"E, 8.50'

FROM P.O.B.(8)

15. S03°08'09"E, 25.00'
16. S86°51'51"W, 63.17'
17. N03°08'09"W, 25.00'
18. N86°51'51"E, 63.17'



RESIDENTIAL ELEMENT BUILDING 2 PARKING LEVEL

Key Map

Scale: 1"=600'

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR

Lying generally below Elevation 22.58'
(North American Vertical Datum 1988)

Graphic Scale

0 50

1 inch = 50 feet

Sketch To Accompany Legal Description
Residential Element Building 2 - Parking Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

North

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
BUILDING 2
PARKING LEVEL

Legal Description:

Portions of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 592.17 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 379.68 feet to the POINT OF BEGINNING (P.O.B. 1) of the following described parcel of land; thence run South 03°08'09" East for a distance of 15.54 feet to a point; thence run South 86°51'51" West for a distance of 16.89 feet to a point; thence run North 03°08'09" West for a distance of 8.58 feet to a point; thence run North 86°51'51" East for a distance of 8.17 feet to a point; thence run North 03°08'09" West for a distance of 6.96 feet to a point; thence run North 86°51'51" East for a distance of 8.72 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 629.66 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 401.31 feet to the POINT OF BEGINNING (P.O.B. 2) of the following described parcel of land; thence run South 03°08'09" East for a distance of 15.58 feet to a point; thence run South 86°51'51" West for a distance of 16.67 feet to a point; thence run North 03°08'09" West for a distance of 15.58 feet to a point; thence run North 86°51'51" East for a distance of 16.67 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 607.01 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 425.30 feet to the POINT OF BEGINNING (P.O.B. 3) of the following described parcel of land; thence run South 03°08'09" East for a distance of 13.00 feet to a point; thence run North 86°51'51" East for a distance of 9.22 feet to a point; thence run South 03°08'09" East for a distance of 8.59 feet to a point; thence run South 86°51'51" West for a distance of 7.50 feet to a point; thence run North 03°08'09" West for a distance of 0.91 feet to a point; thence run South 86°51'51" West for a distance of 10.67 feet to a point; thence run North 03°08'09" West for a distance of 20.67 feet to a point; thence run North 86°51'51" East for a distance of 8.94 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 648.47 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 428.47 feet to the POINT OF BEGINNING (P.O.B. 4) of the following described parcel of land; thence run South 03°08'09" East for a distance of 17.72 feet to a point; thence run South 86°51'51" West for a distance of 8.50 feet to a point; thence run North 03°08'09" West for a distance of 10.58 feet to a point; thence run South 86°51'51" West for a distance of 0.34 feet to a point; thence run North 03°08'09"West for a distance of 8.67 feet to a point; thence run North 86°51'51" East for a distance of 4.64 feet to a point; thence run South 03°08'09" East for a distance of 1.53 feet to a point; thence run North 86°51'51" East for a distance of 4.20 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 682.46 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 470.61 feet to the POINT OF BEGINNING (P.O.B. 5) of the following described parcel of land; thence run South 86°51'51" West for a distance of 16.17 feet to a point; thence run North 03°08'09" West for a distance of 19.33 feet to a point; thence run North 86°51'51" East for a distance of 8.50 feet to a point; thence run South 03°08'09" East for a distance of 10.75 feet to a point; thence run North 86°51'51" East for a distance of 7.67 feet to a point; thence run South 03°08'09" East for a distance of 8.58 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 609.57 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 394.66 feet to the POINT OF BEGINNING (P.O.B. 6) of the following described parcel of land; thence run South 03°08'09" East for a distance of 13.52 feet to a point; thence run North 86°51'51" East for a distance of 43.24 feet to a point; thence run South 03°51'51" West for a distance of 5.08 feet to a point; thence run South 86°51'51" West for a distance of 51.12 feet to a point; thence run North 03°08'09" West for a distance of 18.57 feet to a point; thence run North 86°51'51" East for a distance of 8.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 662.59 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 440.75 feet to the POINT OF BEGINNING (P.O.B. 7) of the following described parcel of land; thence run South 03°08'09" East for a distance of 13.75 feet to a point; thence run North 86°51'51" East for a distance of 25.50 feet to a point; thence run South 03°08'09" East for a distance of 32.55 feet to a point; thence run South 86°54'35" West for a distance of 6.67 feet to a point; thence run North 03°08'09" West for a distance of 27.14 feet to a point; thence run South 86°51'51" West for a distance of 27.33 feet to a point; thence run North

03°08’09” West for a distance of 18.92 feet to a point; thence run North 86°51’51” East for a distance of 8.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

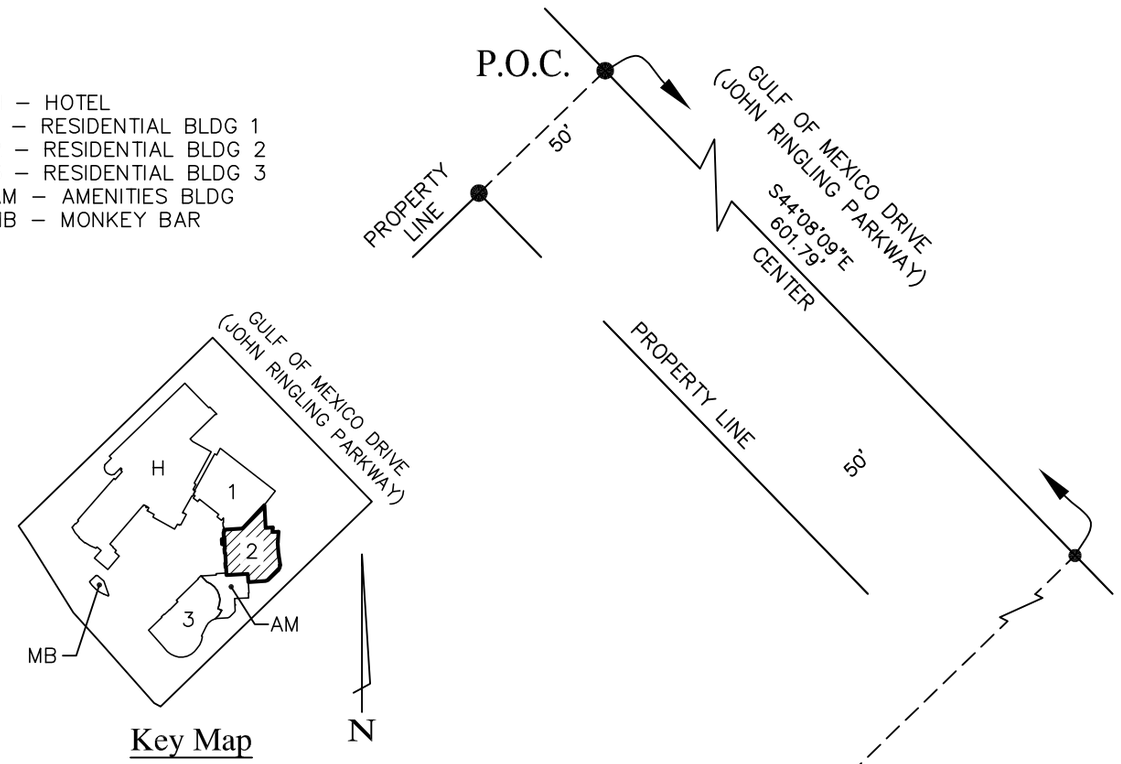
Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 581.18 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 317.42 feet to the POINT OF BEGINNING (P.O.B. 8) of the following described parcel of land; thence run South 03°08’09” East for a distance of 25.00 feet to a point; thence run South 86°51’51” West for a distance of 63.17 feet to a point; thence run North 03°08’09” West for a distance of 25.00 feet to a point; thence run North 86°51’51” East for a distance of 63.17 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

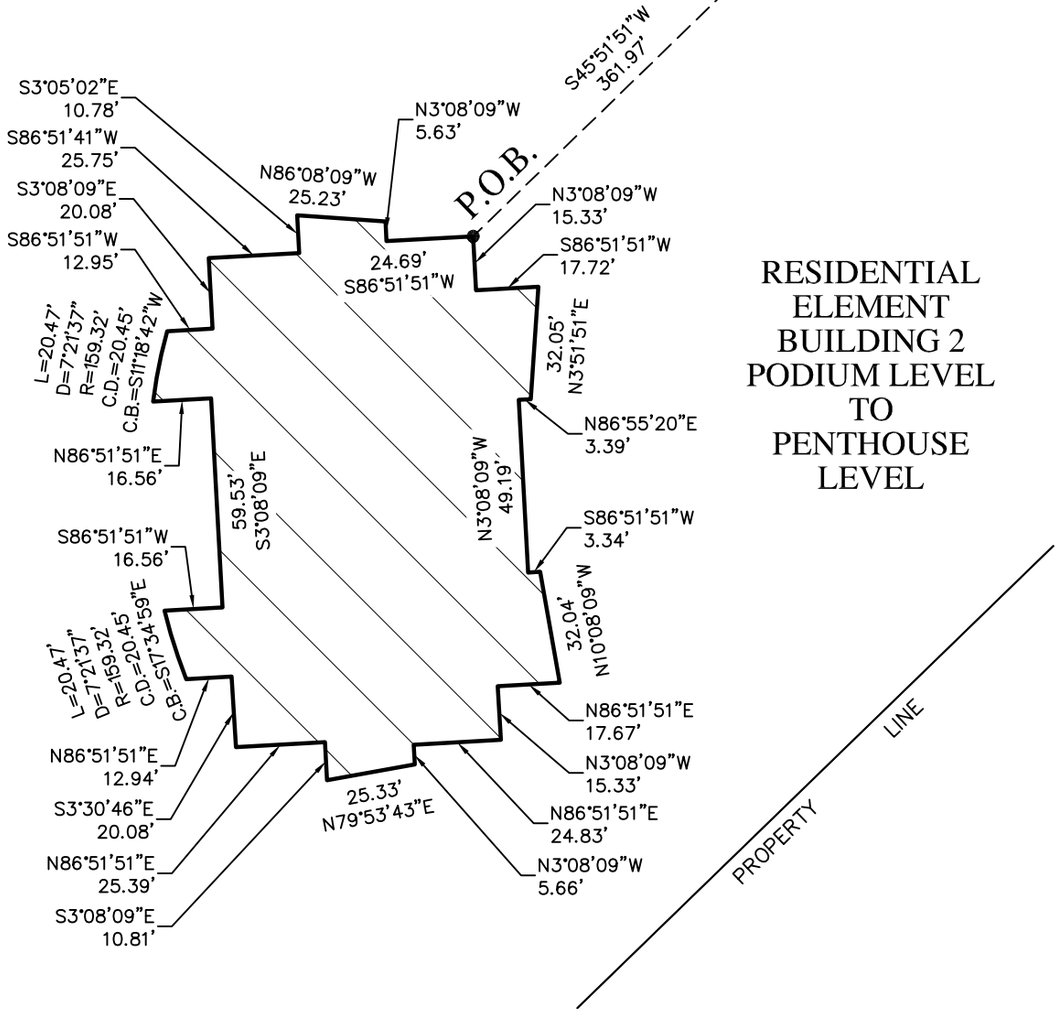
Said parcels of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR



Key Map
Scale: 1"=600'



RESIDENTIAL ELEMENT BUILDING 2 PODIUM LEVEL TO PENTHOUSE LEVEL

Graphic Scale
0 50
1 inch = 50 feet

Lying generally at and above Elevation 22.58'
and below Elevation 88.50'
(North American Vertical Datum 1988)

North

Sketch To Accompany Legal Description
Residential Element - Building 2 Podium Level to Penthouse Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
BUILDING 2
PODIUM LEVEL to PENTHOUSE LEVEL

Legal Description:

A portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

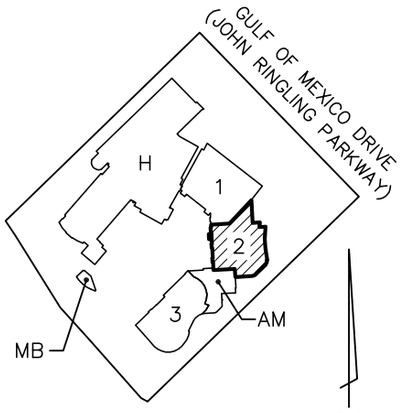
Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 601.79 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 361.97 feet to the POINT OF BEGINNING of the following described parcel of land; thence run South 03°08'09" East for a distance of 15.33 feet to a point; thence run North 86°51'51" East for a distance of 17.72 feet to a point; thence run South 03°51'51" West for a distance of 32.05 feet to a point; thence run South 86°55'20" West for a distance of 3.39 feet to a point; thence run South 03°08'09" East for a distance of 49.19 feet to a point; thence run North 86°51'51" East for a distance of 3.34 feet to a point; thence run South 10°08'09" East for a distance of 32.04 feet to a point; thence run South 86°51'51" West for a distance of 17.67 feet to a point; thence run South 03°08'09" East for a distance of 15.33 feet to a point; thence run South 86°51'51" West for a distance of 24.83 feet to a point; thence run South 03°08'09" East for a distance of 5.66 feet to a point; thence run South 79°53'43" West for a distance of 25.33 feet to a point; thence run North 03°08'09" West for a distance of 10.81 feet to a point; thence run South 86°51'51" West for a distance of 25.39 feet to a point; thence run North 03°30'46" West for a distance of 20.08 feet to a point; thence run South 86°51'51" West for a distance of 12.94 feet to a point on the next described non-tangent circular curve concave to the East; thence run Northerly along the arc of said curve to the right having a radius of 159.32 feet, a central angle of 07°21'37" a chord length of 20.45 feet along a chord bearing of North 17°34'59" West, for an arc distance of 20.47 feet to a point; thence run North 86°51'51" East for a distance of 16.56 feet to a point; thence run North 03°08'09" West for a distance of 59.53 feet to a point; thence run South 86°51'51" West for a distance of 16.56 feet to a point on the next described circular curve concave to the East; thence run Northerly along the arc of said curve to the right having a radius of 159.32 feet, a central angle of 07°21'37", a chord length of 20.45 feet along a chord bearing of North 11°18'42" East, for an arc distance of 20.47 feet to a point; thence run North 86°51'51" East for a distance of 12.95 feet to a point; thence run North 03°08'09" West for a distance of 20.08 feet to a point; thence run North 86°51'41" East for a distance of 25.75 feet to a point; thence run North 03°05'02" West for a distance of 10.78 feet to a point; thence run South 86°08'09" East for a distance of 25.23 feet to a point; thence run South 03°08'09" East for a distance of 5.63 feet to a point; thence run North 86°51'51" East for a distance of 24.69 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above elevation 22.58 feet and below Elevation 88.50 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

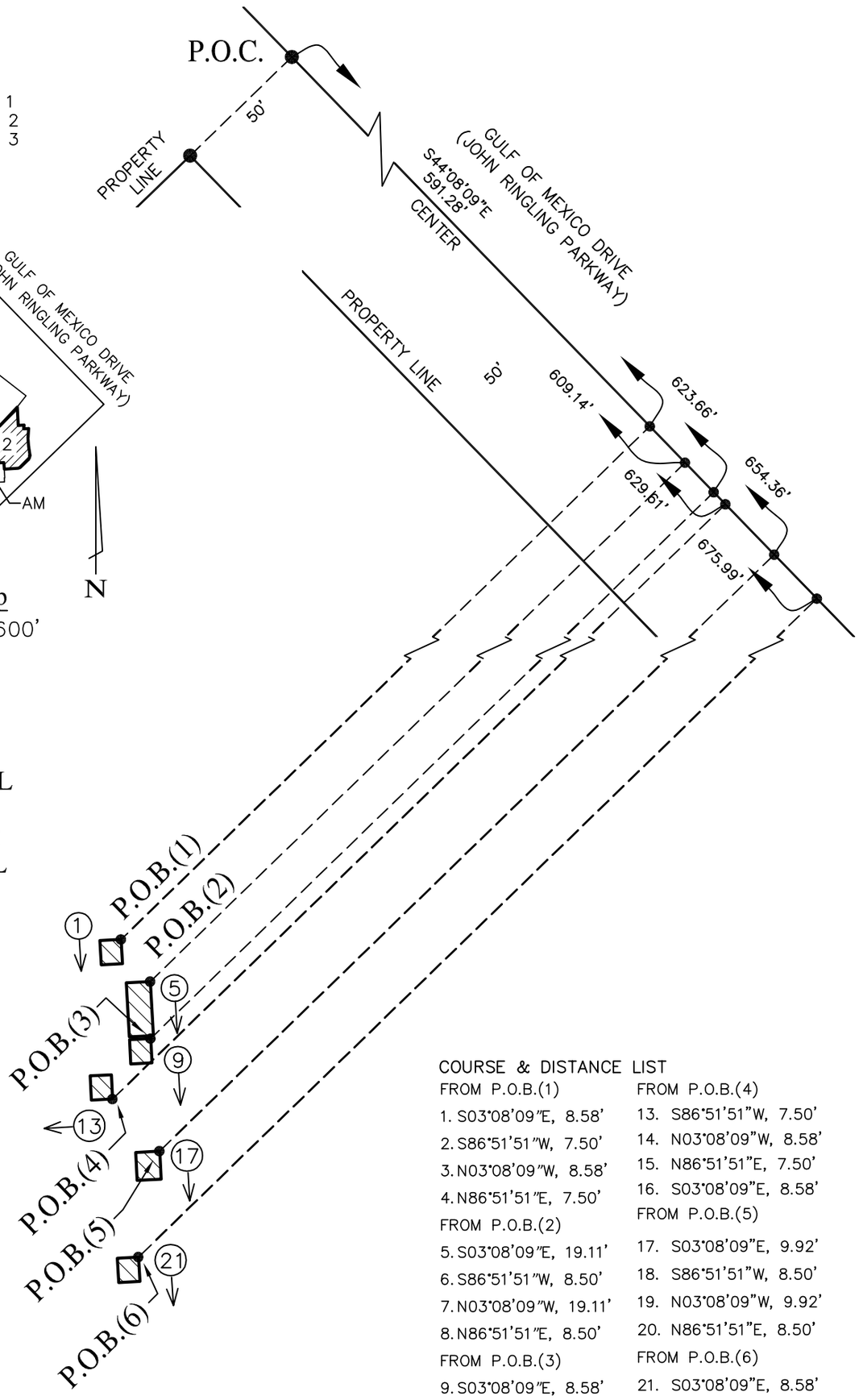
Said parcel of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR



Key Map
Scale: 1"=600'



RESIDENTIAL ELEMENT BUILDING 2 ROOF LEVEL

COURSE & DISTANCE LIST

FROM P.O.B.(1)
1. S03°08'09"E, 8.58'
2. S86°51'51"W, 7.50'
3. N03°08'09"W, 8.58'
4. N86°51'51"E, 7.50'

FROM P.O.B.(2)
5. S03°08'09"E, 19.11'
6. S86°51'51"W, 8.50'
7. N03°08'09"W, 19.11'
8. N86°51'51"E, 8.50'

FROM P.O.B.(3)
9. S03°08'09"E, 8.58'
10. S86°51'51"W, 7.50'
11. N03°08'09"W, 8.58'
12. N86°51'51"E, 7.50'

FROM P.O.B.(4)
13. S86°51'51"W, 7.50'
14. N03°08'09"W, 8.58'
15. N86°51'51"E, 7.50'
16. S03°08'09"E, 8.58'

FROM P.O.B.(5)
17. S03°08'09"E, 9.92'
18. S86°51'51"W, 8.50'
19. N03°08'09"W, 9.92'
20. N86°51'51"E, 8.50'

FROM P.O.B.(6)
21. S03°08'09"E, 8.58'
22. S86°51'51"W, 7.50'
23. N03°08'09"W, 8.58'
24. N86°51'51"E, 7.50'

Graphic Scale
0 50
1 inch = 50 feet

Lying generally at and above Elevation 88.50'
and below Elevation 97.00'
(North American Vertical Datum 1988)

Sketch To Accompany Legal Description
Residential Element - Building 2 Roof Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
BUILDING 2
ROOF LEVEL

Legal Description:

Portions of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 591.28 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 391.33 feet to the POINT OF BEGINNING (P.O.B. 1) of the following described parcel of land; thence run South 03°08'09" East for a distance of 8.58 feet to a point; thence run South 86°51'51" West for a distance of 7.50 feet to a point; thence run North 03°08'09" West for a distance of 8.58 feet to a point; thence run North 86°51'51" East for a distance of 7.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 609.14 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 394.26 feet to the POINT OF BEGINNING (P.O.B. 2) of the following described parcel of land; thence run South 03°08'09" East for a distance of 19.11 feet to a point; thence run South 86°51'51" West for a distance of 8.50 feet to a point; thence run North 03°08'09" West for a distance of 19.11 feet to a point; thence run North 86°51'51" East for a distance of 8.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 623.66 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 408.21 feet to the POINT OF BEGINNING (P.O.B. 3) of the following described parcel of land; thence run South 03°08'09" East for a distance of 8.58 feet to a point; thence run South 86°51'51" West for a distance of 7.50 feet to a point; thence run North 03°08'09" West for a distance of 8.58 feet to a point; thence run North 86°51'51" East for a distance of 7.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 629.61 feet to a point; thence run at

right angles to the last described course South 45°51’51” West for a distance of 432.71 feet to the POINT OF BEGINNING (P.O.B. 4) of the following described parcel of land; thence run South 86°51’51” West for a distance of 7.50 feet to a point; thence run North 03°08’09” West for a distance of 8.58 feet to a point; thence run North 86°51’51” East for a distance of 7.50 feet to a point; thence run South 03°08’09” East for a distance of 8.58 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 654.36 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 433.58 feet to the POINT OF BEGINNING (P.O.B. 5) of the following described parcel of land; thence run South 03°08’09” East for a distance of 9.92 feet to a point; thence run South 86°51’51” West for a distance of 8.50 feet to a point; thence run North 03°08’09” West for a distance of 9.92 feet to a point; thence run North 86°51’51” East for a distance of 8.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 675.99 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 464.97 feet to the POINT OF BEGINNING (P.O.B. 6) of the following described parcel of land; thence run South 03°08’09” East for a distance of 8.58 feet to a point; thence run South 86°51’51” West for a distance of 8.58 feet to a point; thence run South 86°51’51” West for a distance of 7.50feet to a point; thence run North 03°08’09” West for a distance of 8.58 feet to a point; thence run North 86°51’51” East for a distance of 7.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Said parcels of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

COURSE & DISTANCE LIST

FROM P.O.B.(1)

1. S65°08'09"E, 15.83'
2. S24°51'51"W, 8.58'
3. N65°08'09"W, 15.83'
4. N24°51'51"E, 8.58'

FROM P.O.B.(2)

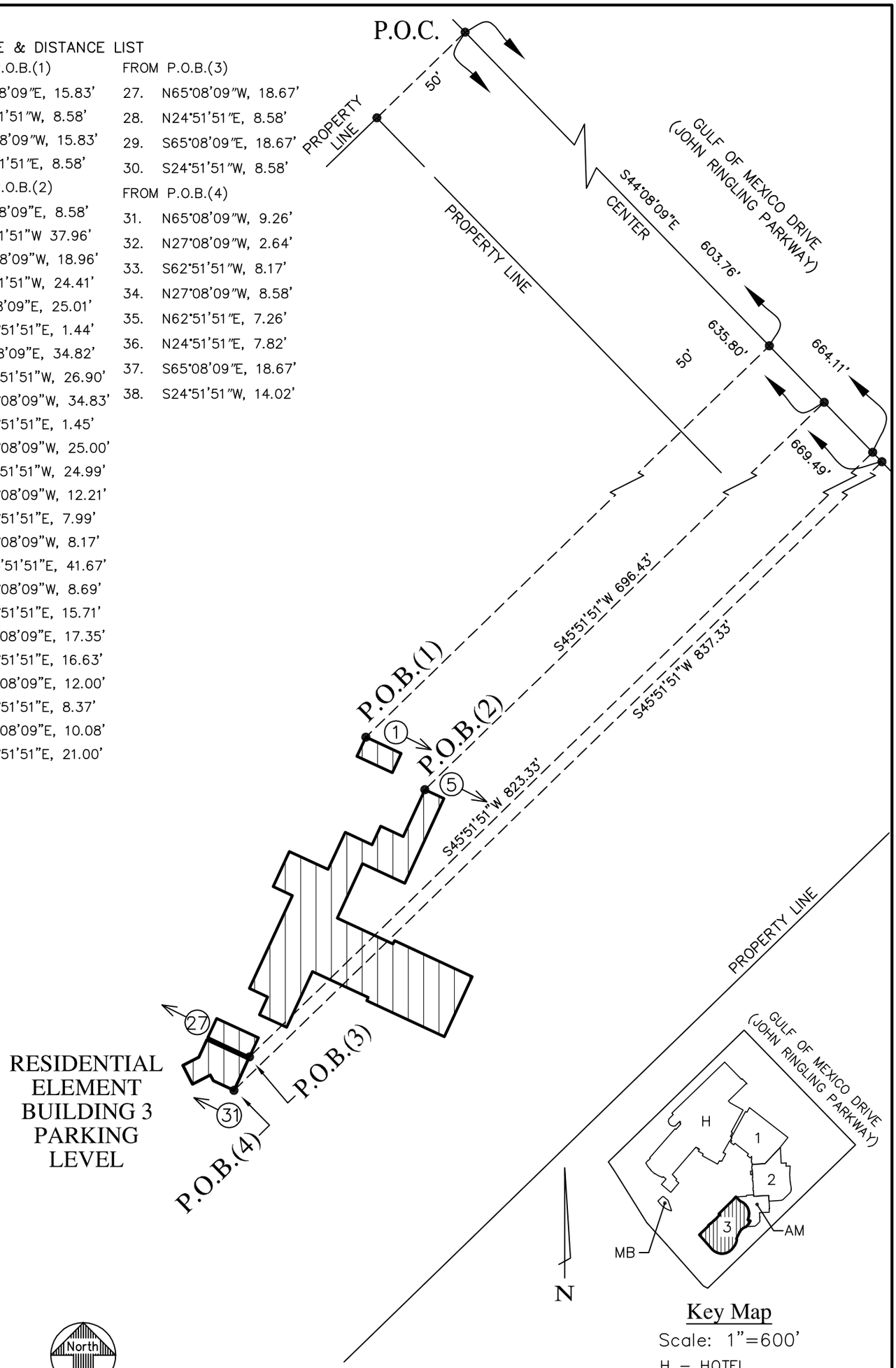
5. S65°08'09"E, 8.58'
6. S24°51'51"W 37.96'
7. N65°08'09"W, 18.96'
8. S24°51'51"W, 24.41'
9. S6508'09"E, 25.01'
10. N24°51'51"E, 1.44'
11. S658'09"E, 34.82'
12. S24°51'51"W, 26.90'
13. N65°08'09"W, 34.83'
14. N24°51'51"E, 1.45'
15. N65°08'09"W, 25.00'
16. S24°51'51"W, 24.99'
17. N65°08'09"W, 12.21'
18. N24°51'51"E, 7.99'
19. N65°08'09"W, 8.17'
20. N°24'51'51"E, 41.67'
21. N65°08'09"W, 8.69'
22. N24°51'51"E, 15.71'
23. S65°08'09"E, 17.35'
24. N24°51'51"E, 16.63'
25. S65°08'09"E, 12.00'
26. N24°51'51"E, 8.37'
27. S65°08'09"E, 10.08'
28. N24°51'51"E, 21.00'

FROM P.O.B.(3)

27. N65°08'09"W, 18.67'
28. N24°51'51"E, 8.58'
29. S65°08'09"E, 18.67'
30. S24°51'51"W, 8.58'

FROM P.O.B.(4)

31. N65°08'09"W, 9.26'
32. N27°08'09"W, 2.64'
33. S62°51'51"W, 8.17'
34. N27°08'09"W, 8.58'
35. N62°51'51"E, 7.26'
36. N24°51'51"E, 7.82'
37. S65°08'09"E, 18.67'
38. S24°51'51"W, 14.02'



Lying generally below Elevation 22.58'
(North American Vertical Datum 1988)

Key Map

Scale: 1"=600'

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR

North

Graphic Scale

0 50

1 inch = 50 feet

Sketch To Accompany Legal Description
Residential Element - Building 3 Parking Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio Way #200, Orlando, FL 32819

On: June, 2020

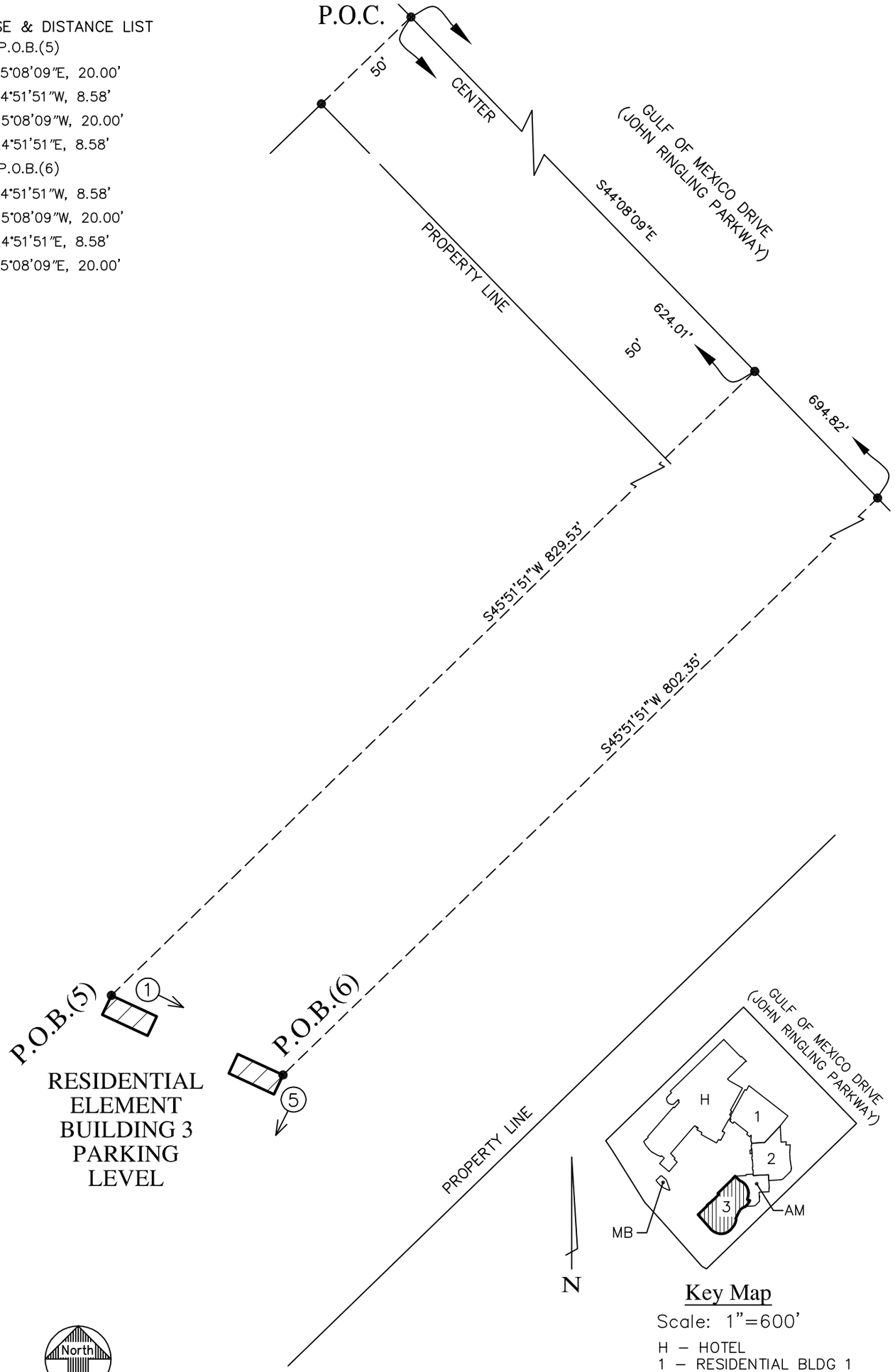
COURSE & DISTANCE LIST

FROM P.O.B.(5)

1. S65°08'09"E, 20.00'
2. S24°51'51"W, 8.58'
3. N65°08'09"W, 20.00'
4. N24°51'51"E, 8.58'

FROM P.O.B.(6)

5. S24°51'51"W, 8.58'
6. N65°08'09"W, 20.00'
7. N24°51'51"E, 8.58'
8. S65°08'09"E, 20.00'



Key Map

Scale: 1"=600'

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR

Lying generally below Elevation 22.58'
(North American Vertical Datum 1988)

North

Graphic Scale

0 50

1 inch = 50 feet

Sketch To Accompany Legal Description
Residential Element - Building 3 Parking Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
BUILDING 3
PARKING LEVEL

Legal Description:

Portions of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 603.76 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 698.77 feet to the POINT OF BEGINNING (P.O.B. 1) of the following described parcel of land; thence run South 65°08'09" East for a distance of 15.83 feet to a point; thence run South 24°51'51" West for a distance of 8.58 feet to a point; thence run North 65°08'09" West for a distance of 15.83 feet to a point; thence run North 24°51'51" East for a distance of 8.58 to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 635.80 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 696.43 feet to the POINT OF BEGINNING (P.O.B. 2) of the following described parcel of land; thence run South 65°08'09" East for a distance of 8.58 feet to a point; thence run South 24°51'51" West for a distance of 37.96 feet to a point; thence run North 65°08'09" West for a distance of 18.96 feet to a point; thence run South 24°51'51" West for a distance of 24.41 feet to a point; thence run South 65°08'09" East for a distance of 25.01 feet to a point; thence run North 24°51'51" East for a distance of 1.44 feet to a point; thence run South 65°08'09" East for a distance of 34.82 feet to a point; thence run South 24°51'51" West for a distance of 26.90 feet to a point; thence run North 65°08'09" West for a distance of 34.83 feet to a point; thence run North 24°51'51" East for a distance of 1.45 feet to a point; thence run North 65°08'09" West for a distance of 25.00 feet to a point; thence run South 24°51'51" West for a distance of 24.99 feet to a point; thence run North 65°08'09" West for a distance of 12.21 feet to a point; thence run North 24°51'51" East for a distance of 7.99 feet to a point; thence run North 65°08'09" West for a distance of 8.17 feet to a point; thence run North 24°51'51" East for a distance of 41.67 feet to a point; thence run North 65°08'09" West for a distance of 8.69 feet to a point; thence run North 24°51'51" East for a distance of 15.71 feet to a point; thence run South 65°08'09" East for a distance of 17.35 feet to a point; thence run North 24°51'51" East for a distance of 16.63 feet to a point; thence run South 65°08'09" East for a distance of 12.00 feet to a point; thence run North 247°51'51" East for a distance of 8.37 feet to a point; thence run South 65°08'09" East for a distance of 10.08 feet to a point; thence run North 24°51'51" East for a distance of 21.00 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 664.11 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 823.33 feet to the POINT

OF BEGINNING (P.O.B. 3) of the following described parcel of land; thence run North 65°08’09” West for a distance of 9.67 feet to a point; thence run North 24°51’51” East for a distance of 8.58 feet to a point; thence run South 65°08’09” East for a distance of 9.67 feet to a point; thence run South 24°51’51” West for a distance of 8.58 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 669.49 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 837.33 feet to the POINT OF BEGINNING (P.O.B. 4) of the following described parcel of land; thence run North 65°08’09” West for a distance of 9.26 feet to a point; thence run North 27°08’09” West for a distance of 2.64 feet to a point; thence run South 62°51’51” West for a distance of 8.17 feet to a point; thence run North 27°08’09” West for a distance of 8.58 feet to a point; thence run North 62°51’51” East for a distance of 7.26 feet to a point; thence run North 24°51’51” East for a distance of 7.82 feet to a point; thence run South 65°08’09” East for a distance of 18.67 feet to a point; thence run South 24°51’51” West for a distance of 14.02 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 624.01 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 829.53 feet to the POINT OF BEGINNING (P.O.B. 5) of the following described parcel of land; thence run South 65°08’09” East for a distance of 20.00 feet to a point; thence run South 24°51’51” West for a distance of 8.58 feet to a point; thence run North 65°08’09” West for a distance of 20.00 feet to a point; thence run North 24°51’51” East for a distance of 8.58 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

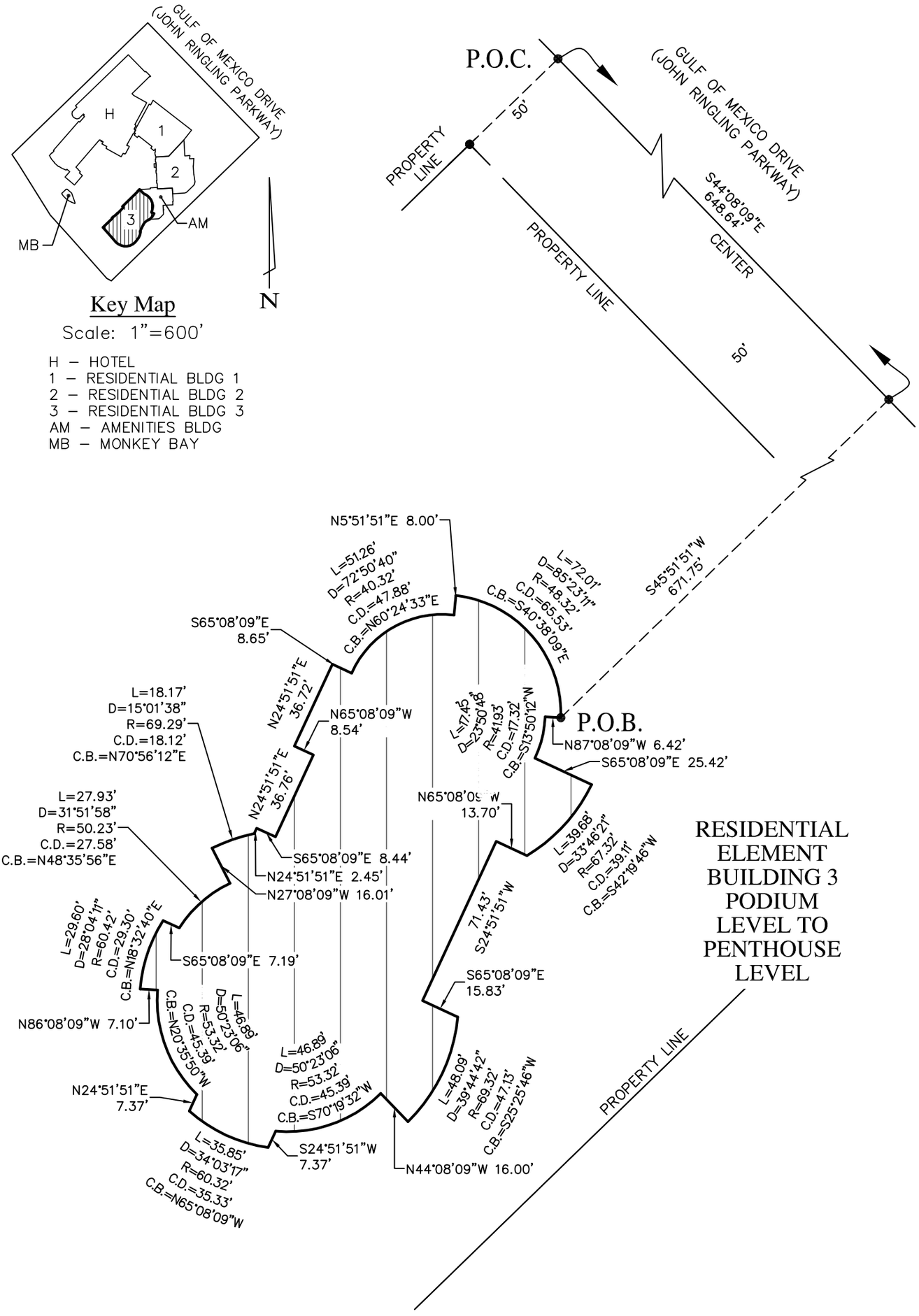
Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 694.82 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 802.35 feet to the POINT OF BEGINNING (P.O.B. 6) of the following described parcel of land; thence run South 24°51’51” West for a distance of 8.58 feet to a point; thence run North 65°08’09” West for a distance of 20.00 feet to a point; thence run North 24°51’51” East for a distance of 8.58 feet to a point; thence run South 65°08’09” East for a distance of 20.00 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Said parcels of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

Sketch to Accompany Legal Description
Residential Element - Building 3 Parking Level
Longboat Key Resort and Residences



Sketch To Accompany Legal Description
Residential Element - Building 3 Podium Level to Penthouse Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
BUILDING 3
PODIUM LEVEL AND ABOVE

Legal Description:

A portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

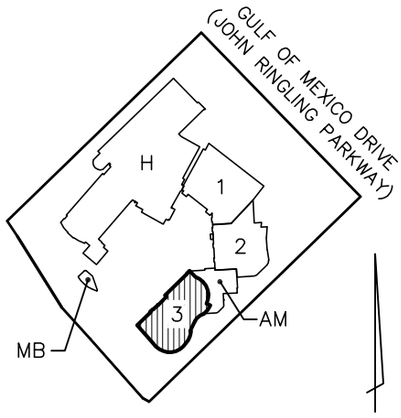
Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 648.64 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 671.75 feet to the POINT OF BEGINNING of the following described parcel of land; thence run North 87°08'09" West for a distance of 6.42 feet to a point on the next described non-tangent circular curve concave to the West; thence run Southerly along the arc of said curve to the right having a radius of 41.93 feet, a central angle of 23°50'48", a chord length of 17.32 feet along a chord bearing of South 13°50'12" West, for an arc distance of 17.45 feet to a point; thence run South 65°08'09" East for a distance of 25.42 feet to a point on the next described non-tangent circular concave to the Northwest; thence run Southwesterly along the arc of said curve to the right having a radius of 67.32 feet, a central angle of 33°46'21", a chord length of 39.11 feet along a chord bearing of South 42°19'46" West, for an arc distance of 39.68 feet to a point; thence run North 65°08'09" West for a distance of 13.70 feet to a point; thence run South 24°51'51" West for a distance of 71.43 feet to a point; thence run South 65°08'09" East for a distance of 15.83 feet to a point on the next described non-tangent circular curve concave to the Northwest; thence run Southwesterly along the arc of said curve to the right having a radius of 69.32 feet, a central angle of 39°44'42", a chord length of 47.13 feet along a chord bearing of South 25°25'46" West, for an arc distance of 48.09 feet to a point; thence run North 44°08'09" West for a distance of 16.00 feet to a point on the next described non-tangent circular curve concave to the North; thence run Westerly along the arc of said curve to the right having a radius of 53.32 feet, a central angle of 50°23'06", a chord length of 45.39 feet along a chord bearing of South 70°19'32" West, for an arc distance of 46.89 feet to a point; thence run South 24°51'51" West for a distance of 7.37 feet to a point on the next described non-tangent circular curve concave to the Northeast; thence run Northwesterly along the arc of said curve to the right having a radius of 60.32 feet, a central angle of 34°03'17", a chord length of 35.33 feet along a chord bearing of North 65°08'09" West, for an arc distance of 35.85 feet to a point; thence run North 24°51'51" East for a distance of 7.37 feet to a point on the next described non-tangent circular curve concave to the East; thence run Northerly along the arc of said curve to the right having a radius of 53.32 feet, a central angle of 50°23'06", a chord length of 45.39 feet along a chord bearing of North 20°35'50" West, for an arc distance of 46.89 feet to a point; thence run North 86°08'09" West for a distance of 7.10 feet to a point on the next described non-tangent circular curve concave to the East; thence run Northerly along the arc of said curve to the right having a radius of 60.42 feet, a central angle of 28°04'11", a chord length of 29.30 feet along a chord bearing of North 18°32'40" East, for an arc distance of 29.60 feet to a point; thence run South 65°08'09" East for a distance of 7.19 feet to a point on the next described non-tangent circular curve concave to the Southeast; thence run Northeasterly along the arc of said curve to the right having a radius of 50.23 feet, a central angle of 31°51'58", a chord length of 27.58 feet along a chord bearing of North 48°35'56" East, for an arc distance of 27.93 feet to a point; thence run North 27°08'09" West for a distance of 16.01 feet to a point on the next described non-tangent circular curve concave to the South; thence run Easterly along the arc of said curve to the right having a radius of 69.29 feet, a central angle of 15°01'38", a chord length of 18.12 feet along a chord bearing of North 70°56'12" East, for an arc distance of 18.17 feet to a point; thence run North 24°51'51" East for a distance of 2.45 feet to a point; thence run South 65°08'09" East for a distance of 8.44 feet to a point; thence run North 24°51'51" East for a distance of 36.76 feet to a point; thence run North 65°08'09" West for a distance of 8.54 feet to a point; thence run North 24°51'51" East for a distance of 36.72 feet to a point; thence run South 65°08'09" East for a distance of 8.65 feet to a point on the next described non-tangent circular curve concave to the Southeast; thence run Northeasterly along the arc of said curve to the right having a radius of 40.32 feet, a central angle of 72°50'40", a chord length of 47.88 feet along a chord bearing of North 60°24'33" East, for an arc distance of 51.26 feet to a point; thence run North 05°51'51" East for a distance

of 8.00 feet to a point on the next described non-tangent circular curve concave to the Southwest; thence run Southeasterly along the arc of said curve to the right having a radius of 48.32 feet, a central angle of 85°23'11", a chord length of 65.53 feet along a chord bearing of South 40°38'09" East, for an arc distance of 72.01 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 22.58 feet and below Elevation 88.50', North American Vertical Datum of 1988 (N.A.V.D. 88).

Said parcel of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08'09" East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

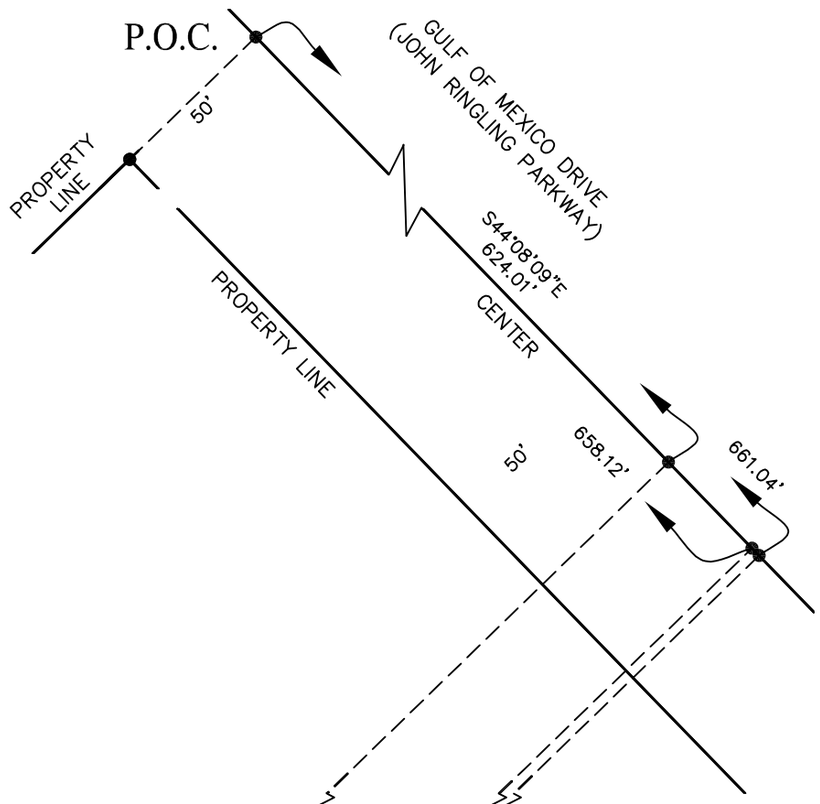


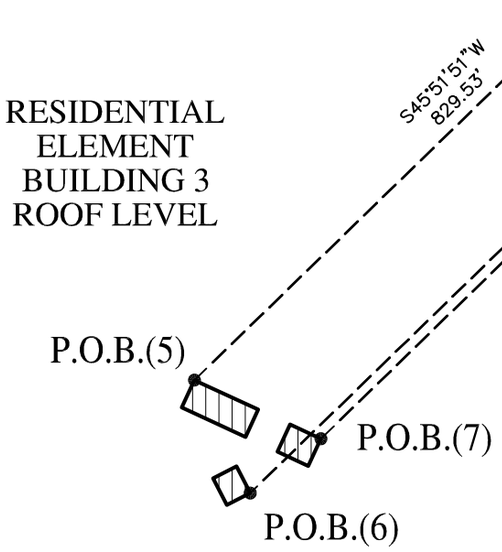
Key Map

Scale: 1"=600'

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAY

N





RESIDENTIAL
ELEMENT
BUILDING 3
ROOF LEVEL

COURSE & DISTANCE LIST

FROM P.O.B.(5)

1. S65°08'09"E, 20.00'
2. S24°51'51"W, 8.58'
3. N65°08'09"W, 20.00'
4. N24°51'51"E, 8.58'

FROM P.O.B.(6)

5. S27°08'09"E, 8.58'
6. S62°51'51"W 7.50'
7. N27°08'09"W, 8.58'
8. N62°51'51"E, 7.50'

FROM P.O.B.(7)

9. S65°08'09"E, 9.67'
10. S24°51'51"W, 8.58'
11. N65°08'09"W, 9.67'
12. N24°51'51"E, 8.58'

Graphic Scale

0 50

1 inch = 50 feet

Lying generally at and above Elevation 88.50'
and below Elevation 97.00'
(North American Vertical Datum 1988)

North

Sketch To Accompany Legal Description
Residential Element - Building 3 Roof Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
BUILDING 3
ROOF LEVEL

Legal Description:

Portions of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 611.54 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 695.78 feet to the POINT OF BEGINNING (P.O.B. 1) of the following described parcel of land; thence run South 65°08'09" East for a distance of 7.50 feet to a point; thence run South 24°51'51" West for a distance of 8.58 feet to a point; thence run North 65°08'09" West for a distance of 7.50 feet to a point; thence run North 24°51'51" East for a distance of 8.58 to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 630.57 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 747.70 feet to the POINT OF BEGINNING (P.O.B. 2) of the following described parcel of land; thence run South 65°08'09" East for a distance of 7.50 feet to a point; thence run South 24°51'51" West for a distance of 8.58 feet to a point; thence run North 65°08'09" West for a distance of 7.50 feet to a point; thence run North 24°51'51" East for a distance of 8.58 feet to a point; thence run North 24°51'51" East for a distance of 21.00 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 645.52 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 724.78 feet to the POINT OF BEGINNING (P.O.B. 3) of the following described parcel of land; thence run South 65°08'09" East for a distance of 9.67 feet to a point; thence run South 24°51'51" West for a distance of 8.00 feet to a point; thence run North 65°08'09" West for a distance of 9.67 feet to a point; thence run North 24°51'51" East for a distance of 8.00 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard

(John Ringling Parkway) South 44°08’09” East for a distance of 648.06 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 648.06 feet to the POINT OF BEGINNING (P.O.B. 4) of the following described parcel of land; thence run South 24°51’51” West for a distance of 8.58 feet to a point; thence run North 65°08’09” West for a distance of 7.50 feet to a point; thence run North 24°51’51” East for a distance of 8.58 feet to a point; thence run South 65°08’09” East for a distance of 7.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 624.01 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 829.53 feet to the POINT OF BEGINNING (P.O.B. 5) of the following described parcel of land; thence run South 65°08’09” East for a distance of 20.00 feet to a point; thence run South 24°51’51” West for a distance of 8.58 feet to a point; thence run North 65°08’09” West for a distance of 20.00 feet to a point; thence run North 24°51’51” East for a distance of 8.58 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 658.12 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 840.52 feet to the POINT OF BEGINNING (P.O.B. 6) of the following described parcel of land; thence run South 27°08’09” East for a distance of 8.58 feet to a point; thence run South 62°51’51” West for a distance of 7.50 feet to a point; thence run North 27°08’09” West for a distance of 8.58 feet to a point; thence run North 62°51’51” East for a distance of 7.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

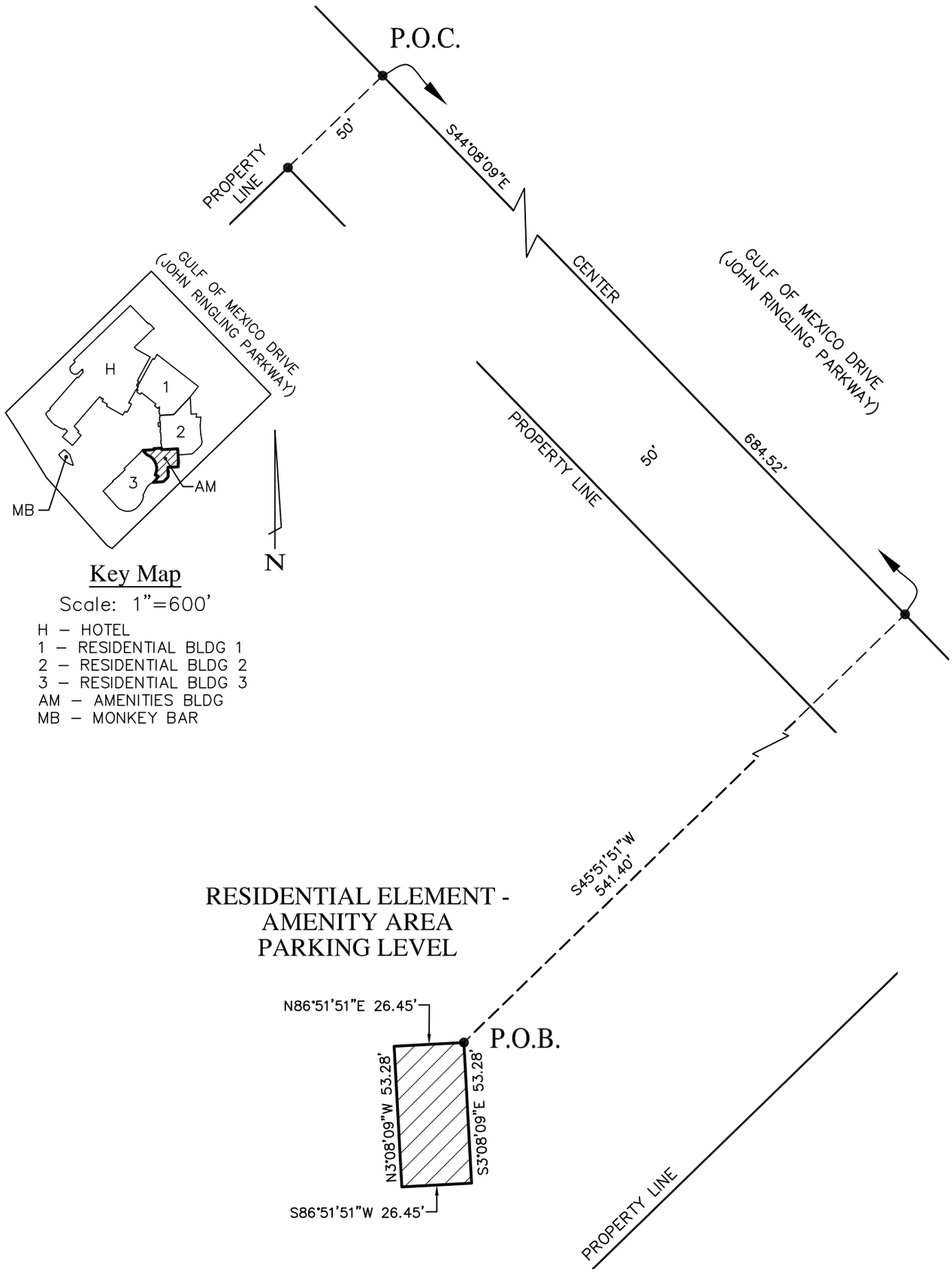
Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 661.04 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 815.32 feet to the POINT OF BEGINNING (P.O.B. 7) of the following described parcel of land; thence run South 65°08’09” East for a distance of 9.67 feet to a point; thence run South 24°51’51” West for a distance of 8.58 feet to a point; thence run North 65°08’09” West for a distance of 9.67 feet to a point; thence run North 24°51’51” East for a distance of 8.58 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Said parcels of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

Sketch to Accompany Legal Description
Residential Element - Building 3 Roof Level
Longboat Key Resort and Residences



Key Map

Scale: 1"=600'

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR

Lying generally below Elevation 22.58'
(North American Vertical Datum 1988)

Graphic Scale
0 50
1 inch = 50 feet

Sketch To Accompany Legal Description
Residential Element - Amenity Area Parking Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

North

Prepared By:
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Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
AMENITY AREA
PARKING LEVEL

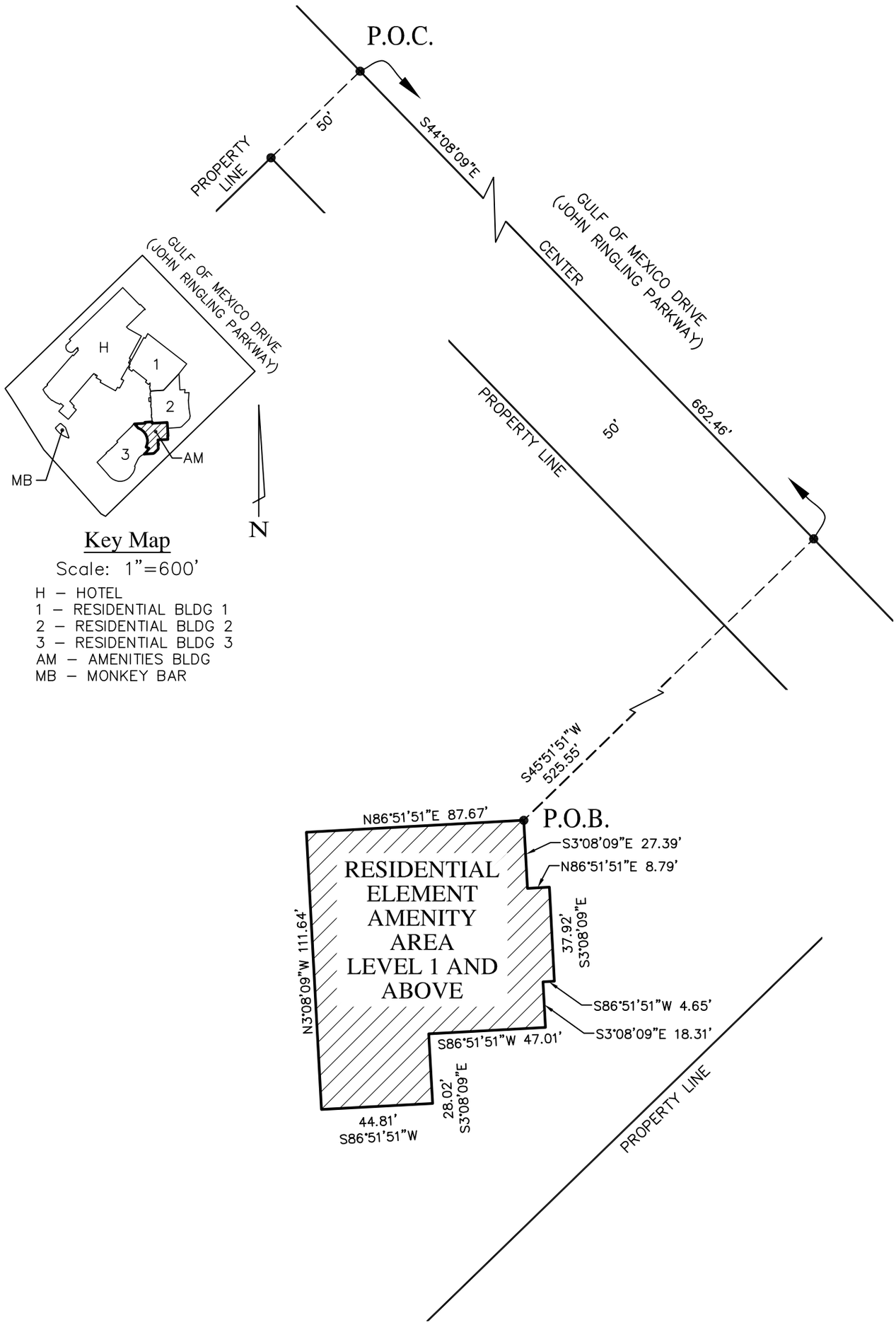
Legal Description:

Portions of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 684.52 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 541.40 feet to the POINT OF BEGINNING of the following described parcel of land; thence run South 03°08'09" East, for a distance of 53.28 feet to a point; thence run South 86°51'51" West for a distance of 26.45 feet to a point; thence run North 03°08'09" West for a distance of 53.28 to a point; thence run North 86°51'51" East for a distance of 26.45 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88)
Said parcel of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08'09" East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).



Key Map

Scale: 1"=600'

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR

Lying generally at and above Elevation 22.58' (North American Vertical Datum 1988)

Graphic Scale
0 50
1 inch = 50 feet

Sketch To Accompany Legal Description
Residential Element - Amenity Area Level 1 and Above
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

North

Prepared By:
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3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio Way #200, Orlando, FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
AMENITY AREA
LEVEL 1 and ABOVE

Legal Description:

Portions of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 662.46 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 525.55 feet to the POINT OF BEGINNING of the following described parcel of land; thence run South 03° 08' 09" East for a distance of 27.39 feet to a point; thence run North 86° 51' 51" East for a distance of 8.79 feet to a point; thence run South 03° 08' 09" East for a distance of 37.92 feet to a point; thence run South 86° 51' 51" West for a distance of 4.65 feet to a point; thence run South 03° 08' 09" East for a distance of 18.31 feet to a point; thence run South 86° 51' 51" West for a distance of 47.01 feet to a point; thence run South 03°08’09” East for a distance of 28.02 feet to a point; thence run South 86° 51' 51" West for a distance of 44.81 feet to a point; thence run North 03°08’09” West for a distance of 111.64 feet to a point; thence run North 86° 51' 51" East for a distance of 87.67 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Said parcel of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

Exhibit "2"

Survey Plot Plans

SURVEYOR'S CERTIFICATION:

THE UNDERSIGNED, A PROFESSIONAL LAND SURVEYOR, DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT EXHIBIT "2", ALL PAGES INCLUSIVE, TOGETHER WITH THE BOUNDARY SURVEY AS CERTIFIED BY OTHERS, ALL WHICH IS ANNEXED AND EXPRESSLY MADE A PART OF THIS DECLARATION OF CONDOMINIUM OF "THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY", TOGETHER WITH PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IN ADDITION TO RIGHTS AND RESTRICTIONS, AS THEY RELATE TO MATTERS OF SURVEY, ARE AN ACCURATE REPRESENTATION OF THE PROPOSED LOCATION AND PROPOSED DIMENSIONS OF THE IMPROVEMENTS, AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE PROPOSED UNITS, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS CAN BE DETERMINED FROM THESE MATERIALS. THIS CERTIFICATION RELATES TO MATTERS OF SURVEY ONLY, AND IS NOT INTENDED TO CERTIFY THAT THE IMPROVEMENTS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH ANY APPLICABLE GOVERNMENTAL OR BUILDING CODE REQUIREMENT(S).

Schwebke-Shiskin and Associates, Inc.

_____
MARK STEVEN JOHNSON, PRESIDENT
PROFESSIONAL LAND SURVEYOR NO. 4775
STATE OF FLORIDA

DATE : _____

AUTHENTIC COPIES SHALL BEAR THE RAISED SEAL OF THE ATTESTING PROFESSIONAL

Surveyor's Certification
Residential Element
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

Prepared By:
SCHWEBKE **SHISKIN** + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio Way #200,
Orlando, FL 32819

On: June, 2020

SURVEYOR'S NOTES:

1. ALL REFERENCES TO R.S.F. ARE RESIDENTIAL SHARED FACILITIES.

2. FOR A DESCRIPTION OF UNIT BOUNDARIES AND COMMON ELEMENTS, SEE THE DECLARATION OF CONDOMINIUM.

3. TERRACES ARE PART OF THE RESIDENTIAL SHARED FACILITIES (R.S.F.) AND ARE RESERVED AS A LIMITED SHARED FACILITY (L.S.F.) FOR THE EXCLUSIVE USE OF THE UNIT TO WHICH THEY ARE APPURTENANT, IN ACCORDANCE WITH THE PROVISIONS OF THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR LONGBOAT KEY RESORT AND RESIDENCES. SHARED FACILITIES (S.F.), LIMITED SHARED FACILITIES (L.S.F.) AND RESIDENTIAL LIMITED SHARED FACILITIES (R.S.F.) ARE NOT A PART OF THE CONDOMINIUM AND ARE SHOWN FOR GENERAL INFORMATION ONLY.

4. THERE ARE NO PARKING FACILITIES WITHIN THIS CONDOMINIUM.

5. SUBJECT TO PROVISIONS OF THE DECLARATION AND NOTES 2 AND 3, ALL OF THOSE AREAS WITHIN THE LIMITS OF CONDOMINIUM THAT ARE NOT OTHERWISE LABELED AS UNITS, SHARED FACILITIES UNITS LIMITED SHARED FACILITIES (L.S.F.), RESIDENTIAL SHARED FACILITIES (R.S.F.) OR LIMITED COMMON ELEMENTS (L.C.E.), ARE COMMON ELEMENTS (C.E.).

6. UNITS ARE SUBJECT TO AN EMERGENCY ACCESS EASEMENT TO EGRESS FROM THE ELEVATOR, PURSUANT TO PROVISIONS OF THE DECLARATION.

7. THE DIMENSIONS OF THE UNITS AS DEPICTED HEREON ARE SHOWN TO THE UNFINISHED FACE OF THE DRYWALL AT ITS POINT OF ATTACHMENT, OF THE UNIT AT THE PERIMETRIC LIMIT. "UNITS" INCLUDE THE ADJACENT DRYWALL, AND IT IS PART OF THE DEFINED "UNIT." THE ELEVATIONS SHOWN ARE THE AVERAGE ELEVATIONS OF THE LIMITING VERTICAL RANGES OF THE UNIT ESTABLISHED BY THE UNFINISHED SURFACES OF THE FLOOR AND CEILING. BOTH THE HORIZONTAL LIMITS AND ELEVATIONS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES. FOR A COMPLETE DESCRIPTION OF THE UNIT BOUNDARIES SHOWN HEREON, REFER TO THE DECLARATION OF CONDOMINIUM.

8. THE LANDS WITHIN THESE EXHIBITS AND THE IMPROVEMENTS THEREON MAY BE SUBJECT TO EASEMENTS, ENCUMBRANCES AND/OR RESTRICTIONS NOT DISCLOSED HEREIN, AS THEY MAY APPEAR IN AN ABSTRACT OF TITLE.

9. ALL ELEVATIONS, AS SHOWN, ARE REFERENCED TO N.A.V.D. 1988 (NATIONAL AMERICAN VERTICAL DATUM, 1988).

Prepared By:
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3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio Way #200,
Orlando, FL 32819

On: June, 2020

SECTION 16, TOWNSHIP 36S., RANGE 17E.

LEGEND

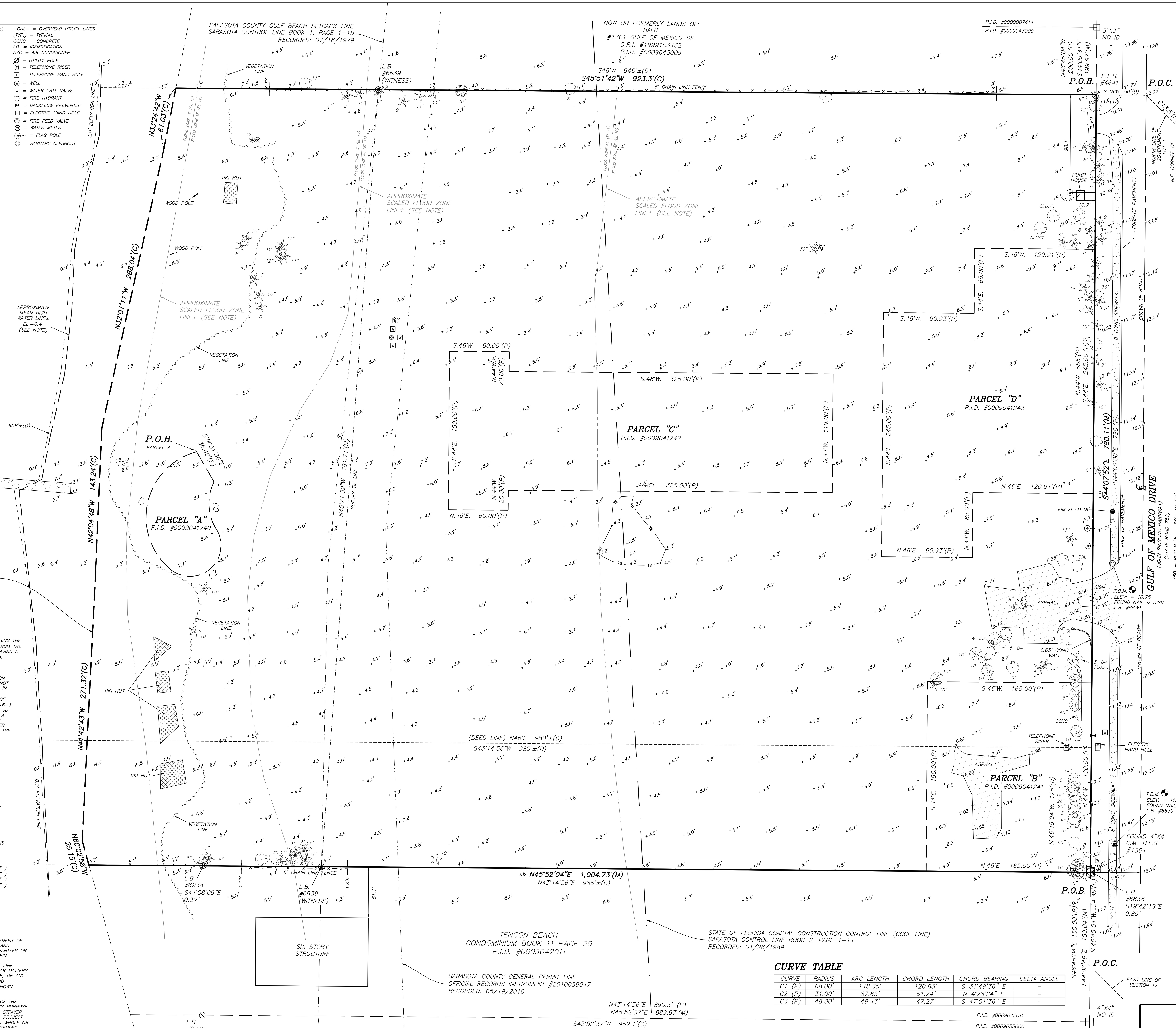
- □ = CONCRETE MONUMENT FOUND (SIZE & I.D. NOTED)
- ■ = CONCRETE MONUMENT SET (4"X4", L.B. #6639)
- ● = 5/8" CAPPED IRON ROD SET (L.B. #6639)
- ⊗ = CAPPED IRON ROD FOUND (I.D. NOTED)
- ○ = 5/8" IRON ROD FOUND
- = NAIL & DISK FOUND (I.D. NOTED)
- = NAIL & DISK SET (L.B. #6639)
- ◎ = FOUND METAL DISK (I.D. NOTED)
- = METAL DISK SET (L.B. #6639)
- = IRON PIPE FOUND (SIZE NOTED)
- △ = NAIL FOUND
- = X-CUT FOUND
- = FOUND DRILL HOLE
- (P) = PLAT DIMENSION
- (M) = MEASURED DIMENSION
- (C) = CALCULATED DIMENSION
- (D) = DEEDED DIMENSION
- U. & D. = UTILITY & DRAINAGE
- L.B. = LICENSED SURVEYOR BUSINESS
- L.S. = LAND SURVEYOR
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- P.I. = POINT OF INTERSECTION
- C.M. = CONC. MONUMENT
- R/W = RIGHT-OF-WAY
- C/L = CENTER LINE
- F.I.R.M. = FLOOD INSURANCE RATE MAP
- N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
- T.B.M. = TEMPORARY BENCH MARK
- F.F. = FINISHED FLOOR
- GAR. = GARAGE
- EL., ELEV. = ELEVATION
- INV. = INVERT ELEVATION
- 2.00' = EXISTING ELEVATION
- P.L.S. =PROFESSIONAL LAND SURVEYOR
- C.C.C.L. = COASTAL CONSTRUCTION CONTROL LINE
- R.L.S. =REGISTERED LAND SURVEYOR
- DIA. = DIAMETER
- CLUST. = CLUSTER
- TB = TOP OF BANK±
- -OHL- = OVERHEAD UTILITY LINES
- (TYP.) = TYPICAL
- CONC. = CONCRETE
- I.D. = IDENTIFICATION
- A/C = AIR CONDITIONER
- Ø = UTILITY POLE
- = TELEPHONE RISER
- = TELEPHONE HAND HOLE
- = WELL
- = WATER GATE VALVE
- = FIRE HYDRANT
- = BACKFLOW PREVENTER
- = ELECTRIC HAND HOLE
- = FIRE FEED VALVE
- = WATER METER
- = FLAG POLE
- = SANITARY CLEANOUT

TREE LEGEND

- = SHEFFLERA TREE (SIZE NOTED)
- = ORNAMENTAL TREE (SIZE NOTED)
- = PINE TREE (SIZE NOTED)
- = PALM TREE (SIZE NOTED)
- = BANYAN TREE (SIZE NOTED)
- = SEAGRAPES TREE (SIZE NOTED)

TREE NOTE:

TREE SPECIES INDICATED HEREON WERE IDENTIFIED TO THE BEST OF THIS FIRMS ABILITY, A PROFESSIONAL ARBORIST SHOULD BE CONSULTED FOR EXACT TREE SPECIES IDENTIFICATION AND CONDITION.



MEAN HIGH WATER NOTE:

MEAN HIGH WATER LINE ELEVATION WAS DETERMINED USING THE "TIDAL WATER SURVEY PROCEDURAL APPROVAL FORM" FROM THE FLORIDA DEPARTMENT OF NATURAL RESOURCES. SITE HAVING A MEAN HIGH WATER ELEVATION OF 0.40' (N.A.V.D. 1988).

SURVEYOR'S NOTE:

THE APPROXIMATE MEAN HIGH WATER LINE AS SHOWN ON THIS PLAT IS NOT A TIDAL PROPERTY BOUNDARY, WAS NOT LOCATED IN ACCORDANCE WITH PROCEDURES SPECIFIED IN THE "COASTAL MAPPING ACT OF 1974" (CHAPTER 177, PART II OF THE FLORIDA STATUTES), AND THE "RULES OF THE DEPARTMENT OF NATURAL RESOURCES" (CHAPTER 16-3 OF THE FLORIDA ADMINISTRATIVE CODE) AND IS NOT TO BE USED AS, REPRESENTED TO BE, OR BE ADMISSIBLE AS A TIDAL PROPERTY LINE BEFORE ANY ADMINISTRATIVE BODY OR COURT OF LAW. THE APPROXIMATE MEAN HIGH WATER LINE HAS BEEN USED DUE TO IT BEING INCIDENTAL TO THE PURPOSE TO WHICH THIS PLAT HAS BEEN PREPARED.

ELEVATION NOTE:

ALL ELEVATIONS SHOWN HEREON ARE BASED ON THE N.A.V.D. 1988 VERTICAL DATUM, UNLESS OTHERWISE SPECIFIED.

ELEVATIONS SHOWN HEREON ARE BASED ON A N.G.S. BENCHMARK #A 715, ELEVATION 7.74' (N.A.V.D. 1988)

FLOOD ZONE DATA:

THIS IS NOT A CERTIFIED FLOOD ZONE DETERMINATION

IT IS THE RESPONSIBILITY OF THE OWNER AND/OR CONTRACTOR TO VERIFY FLOOD ZONE INFORMATION AND ANY BUILDING RESTRICTIONS PRIOR TO CONSTRUCTION.

FLOOD ZONE DETERMINATION IS FOR INFORMATIONAL PURPOSES ONLY. PROPOSED FINISHED FLOOR ELEVATIONS CAN ONLY BE DETERMINED BY PERMITTING AUTHORITY.

PROPERTY SHOWN HEREON APPEARS TO LIE WITHIN:

FLOOD ZONE " **AE** " BASE FLOOD ELEVATION (**10 FEET**)
FLOOD ZONE " **AE** " BASE FLOOD ELEVATION (**11 FEET**)
FLOOD ZONE " **VE** " BASE FLOOD ELEVATION (**12 FEET**)
FLOOD ZONE " **VE** " BASE FLOOD ELEVATION (**15 FEET**)

AS PER F.I.R.M. MAP **#12115C0126F, DATED 11/4/16.**

TO BE VERIFIED BY THE LOCAL F.E.M.A. OFFICIAL

SURVEYORS NOTES:

DESCRIPTION FURNISHED BY CLIENT.

THE SURVEY AS SHOWN HEREON WAS MADE WITHOUT BENEFIT OF ABSTRACT OF TITLE, AND THEREFOR THE UNDERSIGNED AND STRAYER SURVEYING AND MAPPING, INC. MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREIN PERTAINING TO EASEMENTS, CLAIMS OF EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, BUT IF THE SAME, OR ANY OF THEM ACTUALLY (IS) ARE IN EXISTENCE ON THE LAND SURVEYED, THEN IN THAT EVENT, THE SAME (IS) ARE SHOWN HEREON.

THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTY OR PARTIES CERTIFIED HEREON FOR THE EXPRESS PURPOSE STATED AND/OR CONTAINED IN THE CONTRACT BETWEEN STRAYER SURVEYING & MAPPING, INC. AND THE CLIENT FOR THIS PROJECT. COPYING, DISTRIBUTING, AND/OR USING THIS SURVEY, IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN ORIGINALLY INTENDED WITHOUT WRITTEN CONSENT FROM STRAYER SURVEYING & MAPPING, INC. IS STRICTLY PROHIBITED AND RENDERS THE SURVEYOR'S CERTIFICATION, SIGNATURE AND SEAL NULL AND VOID. ANY QUESTIONS CONCERNING THE CONTENT OR PURPOSE OF THIS DRAWING SHOULD BE DIRECTED TO STRAYER SURVEYING AND MAPPING INC.

THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULT OF A SURVEY PERFORMED ON THE INDICATED DATE AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS AT THAT TIME.

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.

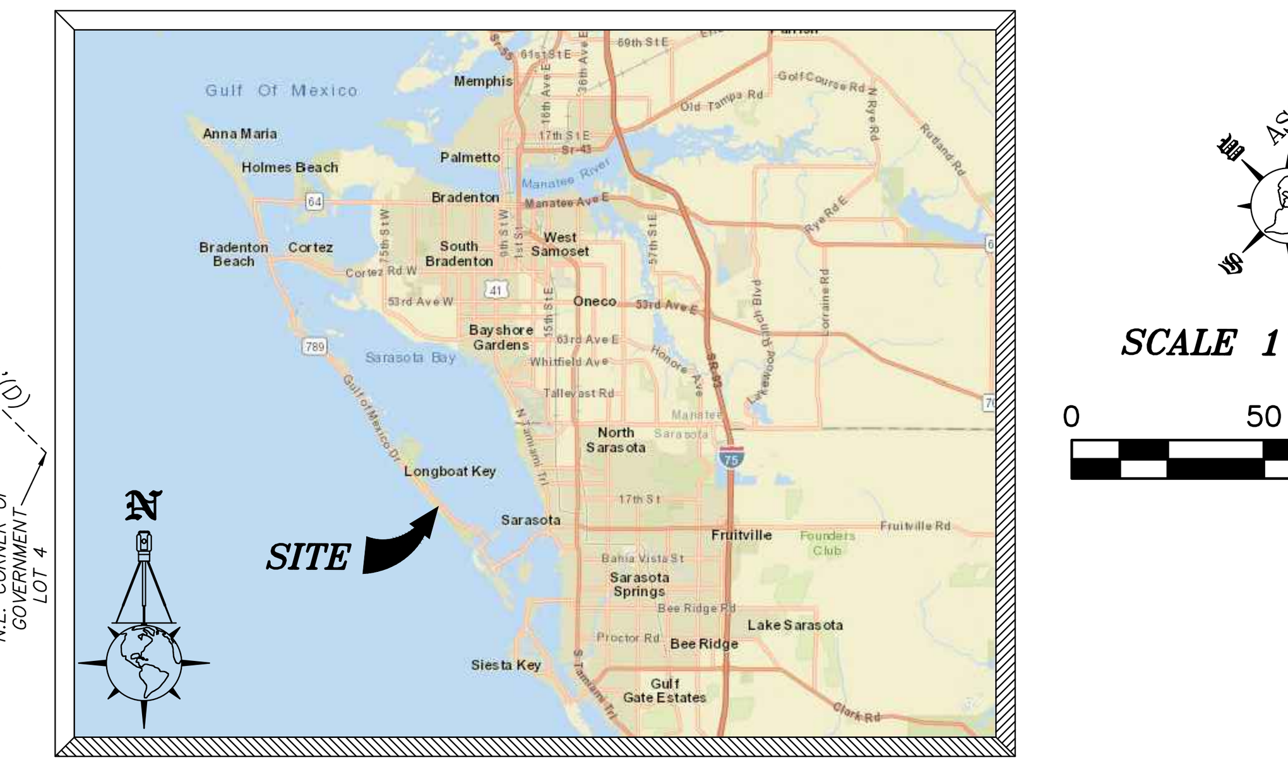
SYMBOL CHARACTERS AND OR POSITIONS MAY NOT BE DEPICTED TO SCALE FOR CLARIFICATION PURPOSES.

FPRN STATE PLANE COORDINATE NOTE:

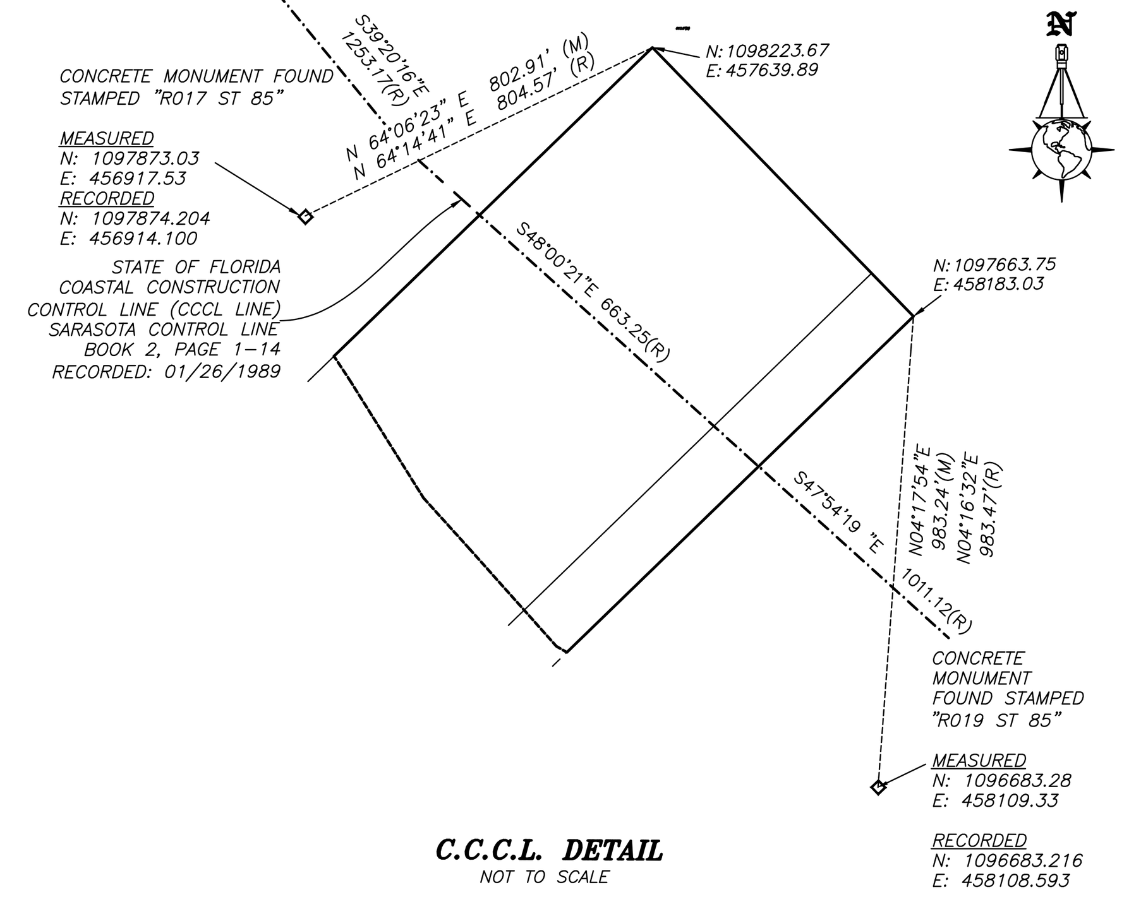
BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH AND COORDINATES SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE AS REFERENCED TO NAD(83)-(2011)-(Epoch 2010.0000) AND WAS LOCATED USING THE FLORIDA PERMANENT REFERENCE NETWORK WITH REAL TIME KINEMATIC GPS.

SCALE 1" = 50'

0 50 100



VICINITY MAP
NOT TO SCALE



C.C.C.L. DETAIL
NOT TO SCALE

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1 (P)	68.00'	148.35'	120.63'	S 31°49'36" E	–
C2 (P)	31.00'	87.65'	61.24'	N 4°28'24" E	–
C3 (P)	48.00'	49.43'	47.27'	S 47°01'36" E	–

BOUNDARY & TOPOGRAPHIC SURVEY OF:

(PER CONDOMINIUM BOOK 7, PAGE 12, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA)

BEGIN AT POINT ON THE NORTH LINE OF U.S. GOVERNMENT LOT 4, SECTION 17, TOWNSHIP 36 SOUTH, RANGE 17 EAST, 613.5 FT. WEST OF THE NORTHEAST CORNER OF SAID LOT 4, SAID POINT BEING IN THE CENTER OF THE JOHN RINGLING PARKWAY PAVEMENT; THENCE S.46°W 50 FT. TO THE WEST R/W LINE OF SAID PARKWAY FOR A POINT OF BEGINNING; THENCE CONTINUE S. 46° W, 946 FT. MORE OR LESS TO THE WATERS OF THE GULF OF MEXICO; THENCE SOUTHEASTERLY ALONG THE WATERS OF THE GULF OF MEXICO 658 FT. MORE OR LESS; THENCE N. 46° E. 980 FT. MORE OR LESS TO THE WEST R/W LINE OF THE JOHN RINGLING PARKWAY; THENCE N. 44° W ALONG SAID JOHN RINGLING PARKWAY 655 FT. TO THE POINT OF BEGINNING AND BEING IN U.S. GOVERNMENT LOT 4, SECTION 17, TOWNSHIP 36 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA.

AND

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF SECTION 17, TOWNSHIP 36 SOUTH, RANGE 17 EAST, AND THE SOUTHEASTERLY R/W LINE OF GULF OF MEXICO DRIVE (NOW STATE RD. 789); THENCE N. 46°-45'-04" W. ALONG THE SOUTHERLY R/W LINE OF SAID GULF OF MEXICO DRIVE, 94.35 FT. TO A C.M. FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTHERLY R/W LINE OF SAID GULF OF MEXICO DRIVE, N. 46°-45'-04" W. 125 FT. TO A C.M. SET ON SOUTHEASTERLY LINE OF LANDS DESCRIBED IN DEED BOOK 256, PAGE 453, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S. 43°-14'-56" W. ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN DEED BOOK 256, PAGE 453, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, 980 FT. MORE OR LESS TO THE WATERS OF THE GULF OF MEXICO; THENCE SOUTHEASTERLY ALONG THE SHORE OF THE WATERS OF THE GULF OF MEXICO TO A POINT WHICH LIES S. 43°-14'-56" W. OF POINT OF BEGINNING; THENCE N. 43°-14'-56" E. ALONG A LINE 125 FT. FROM AND PARALLEL TO THE SOUTHEASTERN BOUNDARY LINE OF THE LANDS DESCRIBED IN DEED BOOK 256, PAGE 453, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, 986 FT. MORE OR LESS TO THE POINT OF BEGINNING, TOGETHER WITH ALL RIPARIAN RIGHTS AND WATER PRIVILEGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING.

*SURVEYOR'S NOTE: LEGAL DESCRIPTION FOR "PARCEL A" DOES NOT MATHEMATICALLY CLOSE.

EST. 1987
STRAYER
SURVEYING & MAPPING, INC.
742 Shamrock Boulevard
Venice, Florida 34293
(941) 496-9488
Fax (941) 497-6186
www.strayersurveying.com

CERTIFIED TO:
KIMLEY HORN

FILE NUMBER:	20-06-53
DRAWING NUMBER:	200653
DATE OF FIELD SURVEY:	6/23/2020
FIELD BOOK:	696
PAGE:	45-50, 70
CHECKED BY:	B.G.R.
DRAWN BY:	D.J.S.

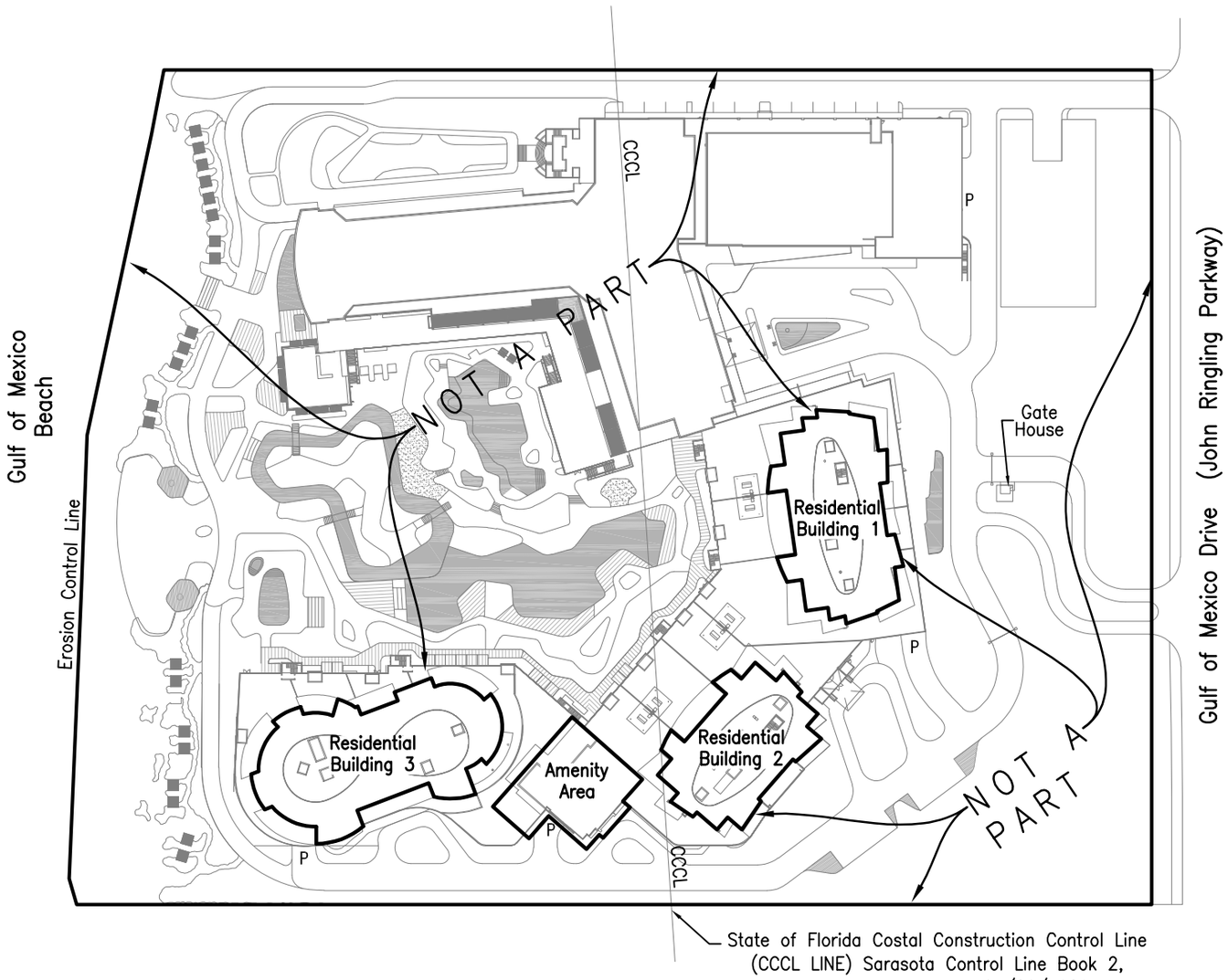
Revision:

THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE FOR SURVEYS" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS NOT INTENDED TO MEET ANY OTHER MUNICIPAL OR NATIONAL STANDARD OR REQUIREMENT UNLESS NOTED.

STRAYER SURVEYING & MAPPING, INC.
LICENSED SURVEYOR BUSINESS NO. 6639

B. GREGORY RIETH
FLORIDA SURVEYOR & MAPPER REG'N #5228

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



P – denotes Parking Garage Entrance

CCCL – denotes Costal Construction Control Line

Graphic Scale

0 150

1 inch = 150 feet

North

Site Plan
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

Prepared By:
SCHWEBKE **SHISKIN** + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435–7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

SURVEYOR'S NOTES :

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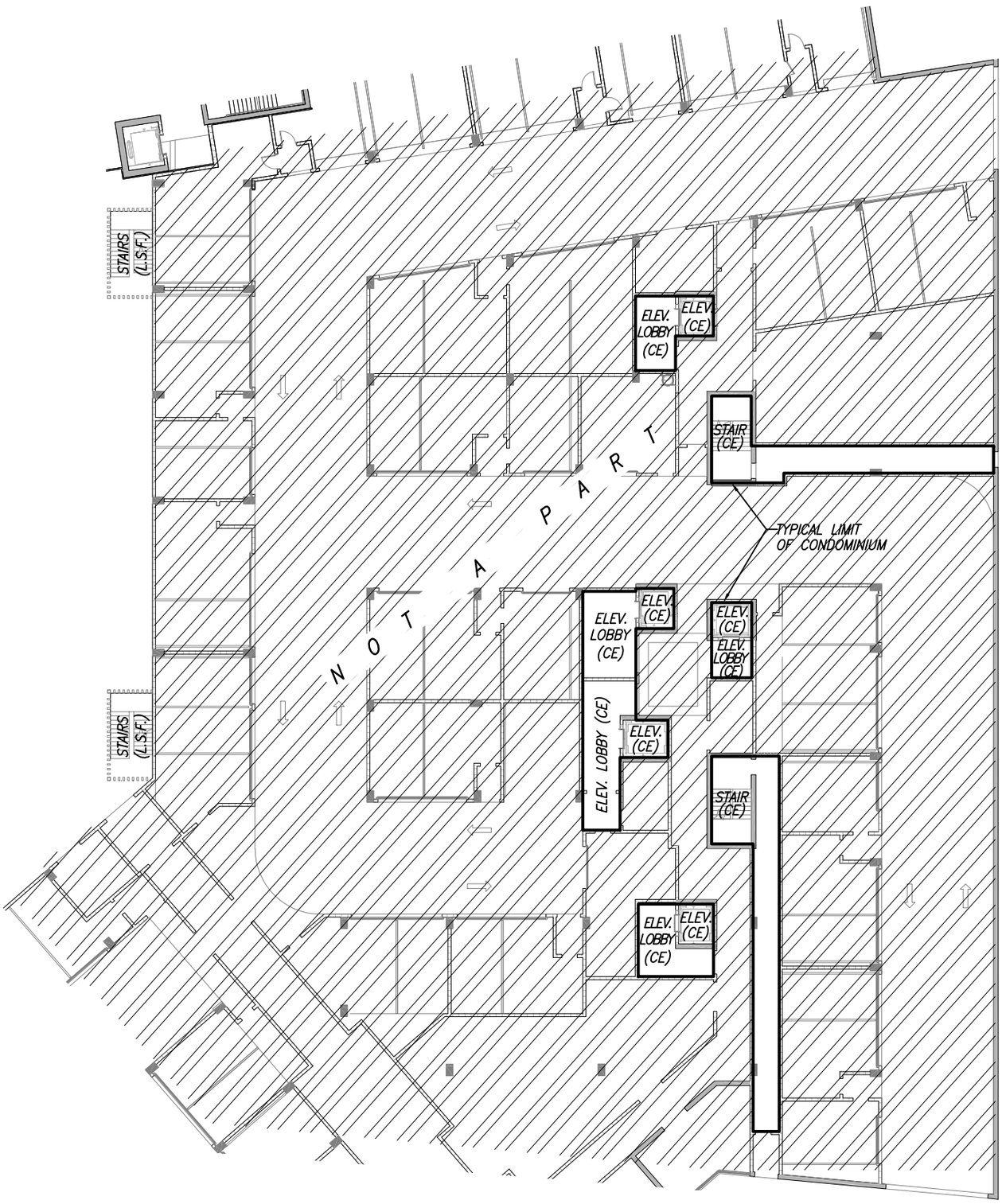

Graphic Scale

0 30

1 inch = 30 feet

Lying Generally Bellow Elevation
22.58' (NAVD88)

Champagne Building

Unit Boundaries

Residential Building 1 - Parking Level

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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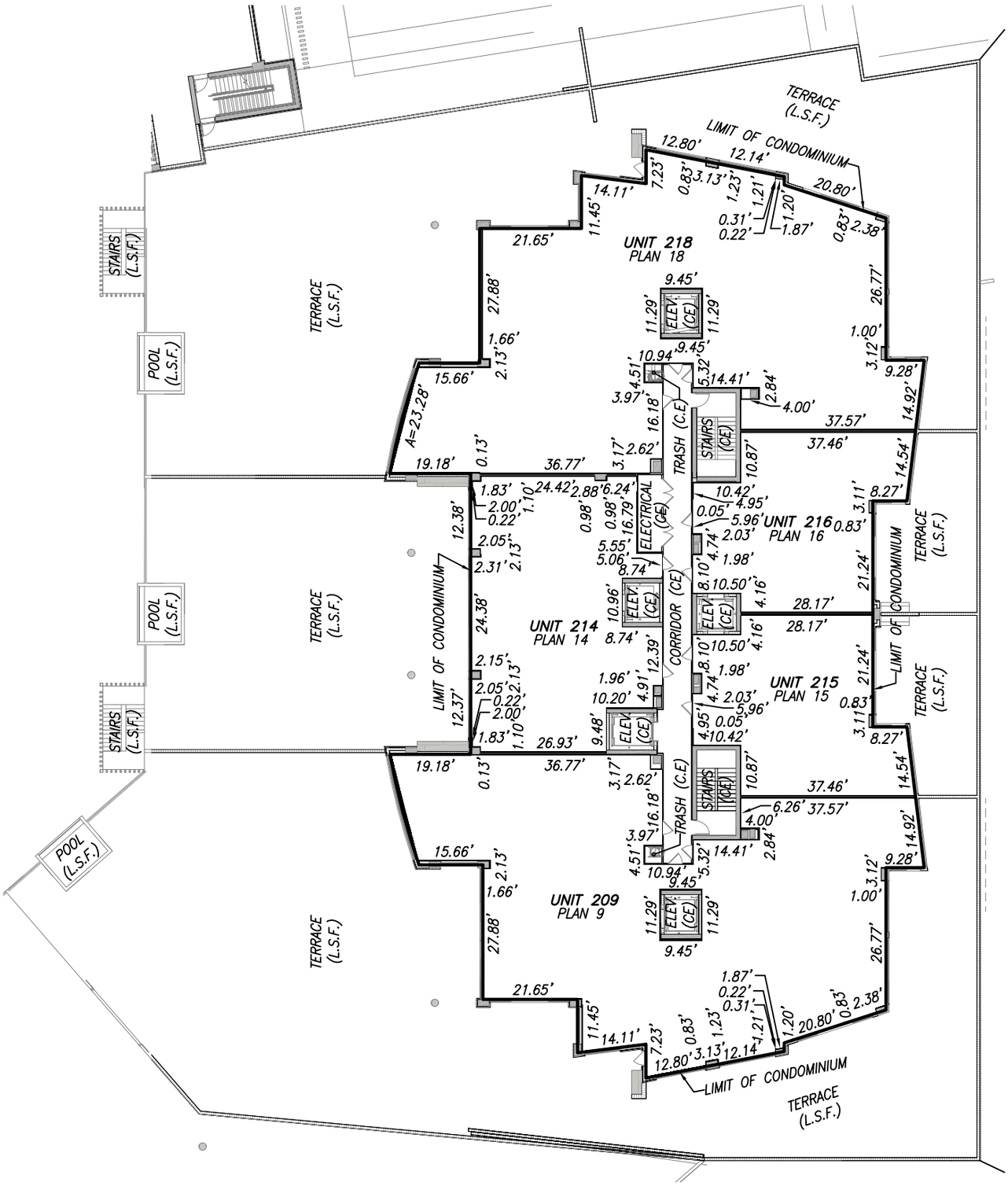

Graphic Scale

0 30

1 inch = 30 feet

Lying Generally Between Elevations
23.25' and 35.25' (NAVD88)

Champagne Building

Unit Boundaries

Residential Building 1 - Podium Level

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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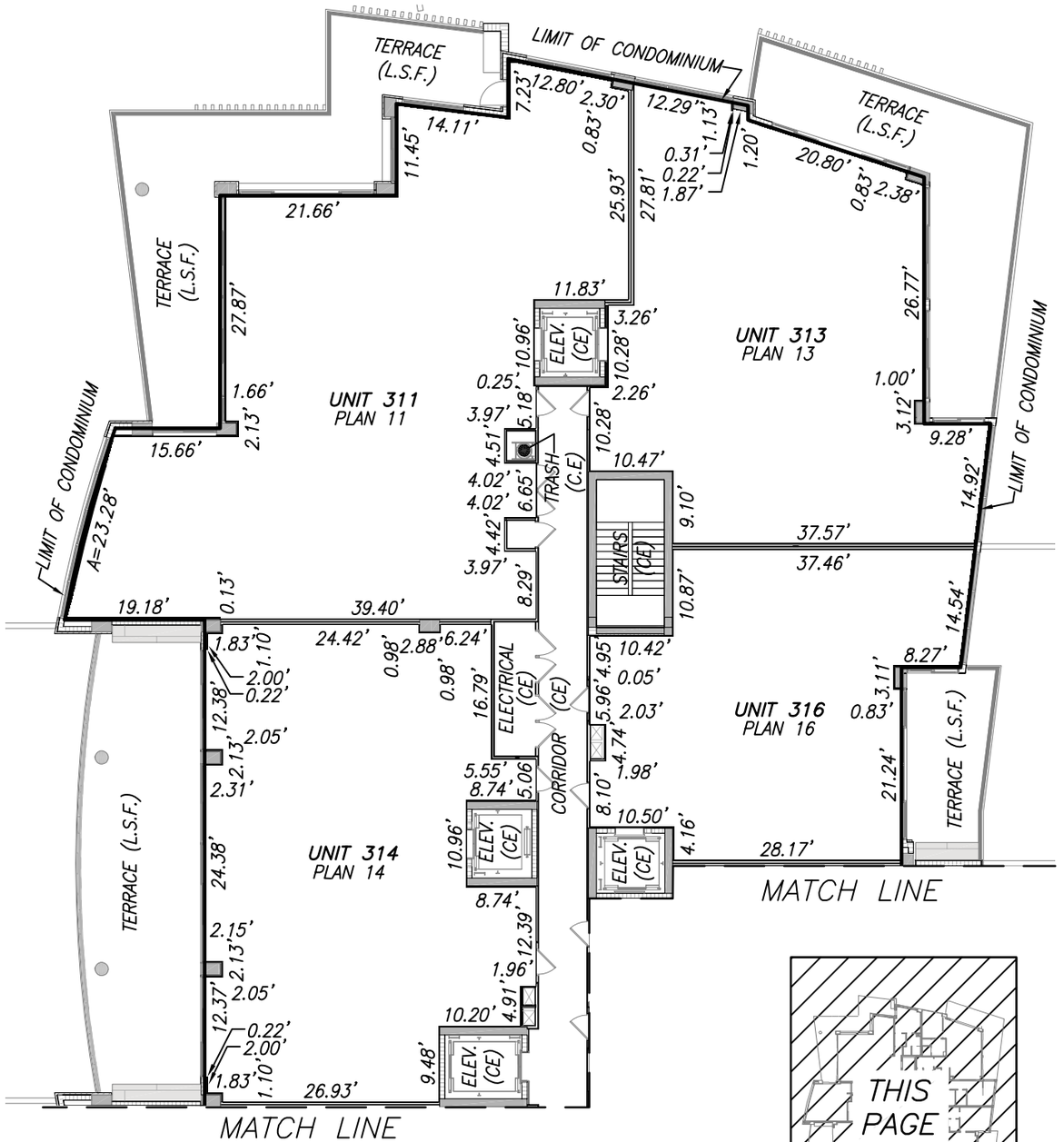

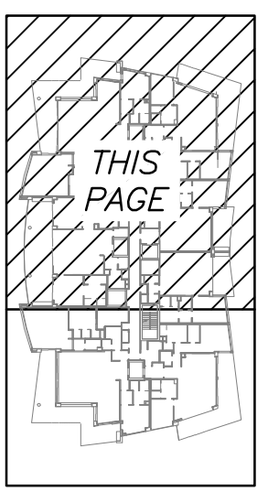

KEY MAP

Lying Generally Between Elevations
36.08' and 47.09' (NAVD88)

Graphic Scale
0 20
1 inch = 20 feet

Champagne Building
Unit Boundaries
Residential Building 1 - Level 3
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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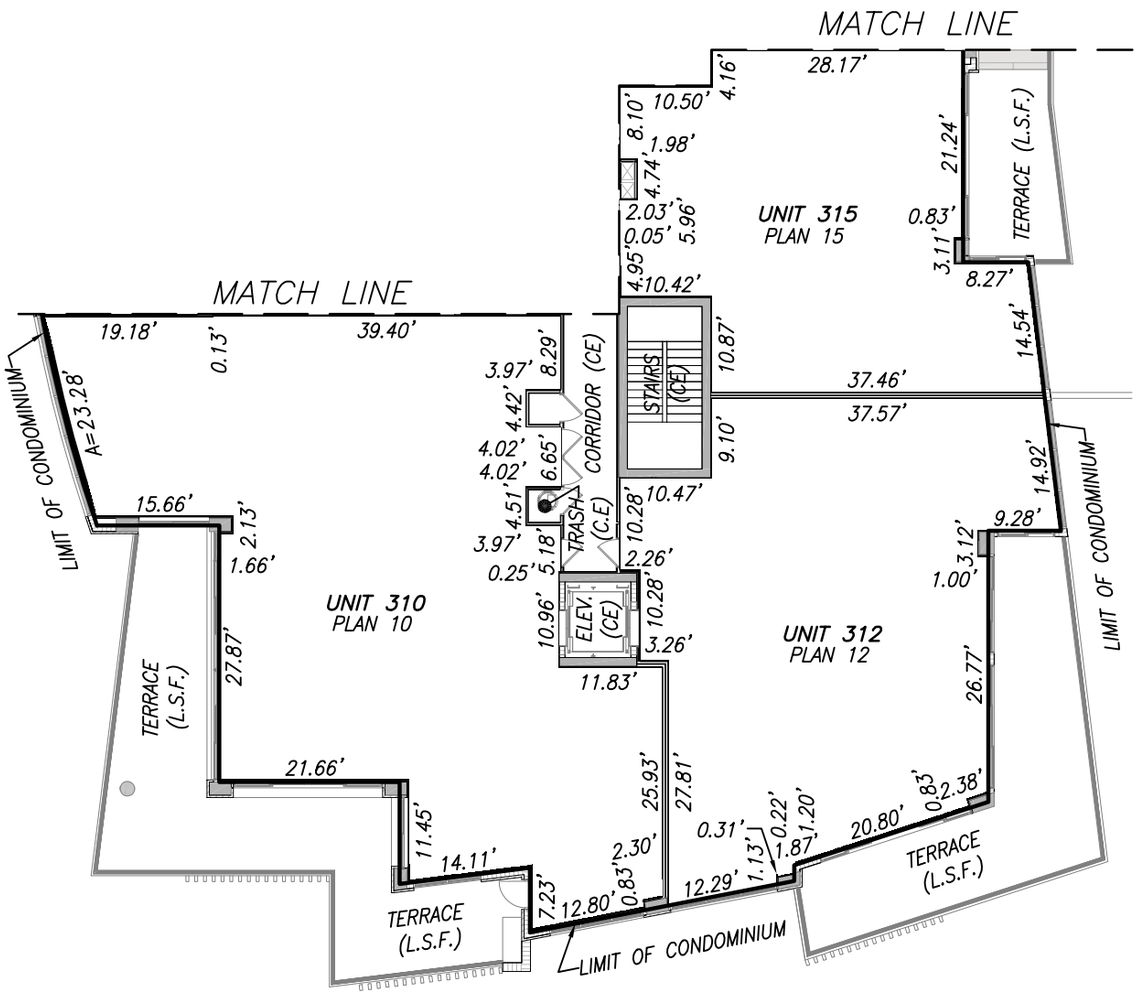

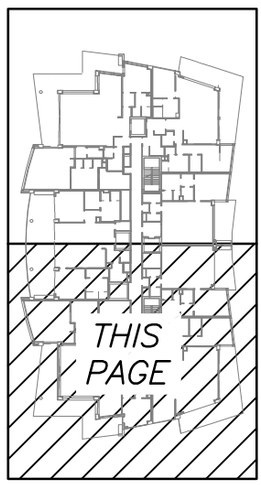

KEY MAP

Lying Generally Between Elevations
36.08' and 47.09' (NAVD88)

Graphic Scale
0 20
1 inch = 20 feet

Champagne Building
Unit Boundaries
Residential Building 1 - Level 3
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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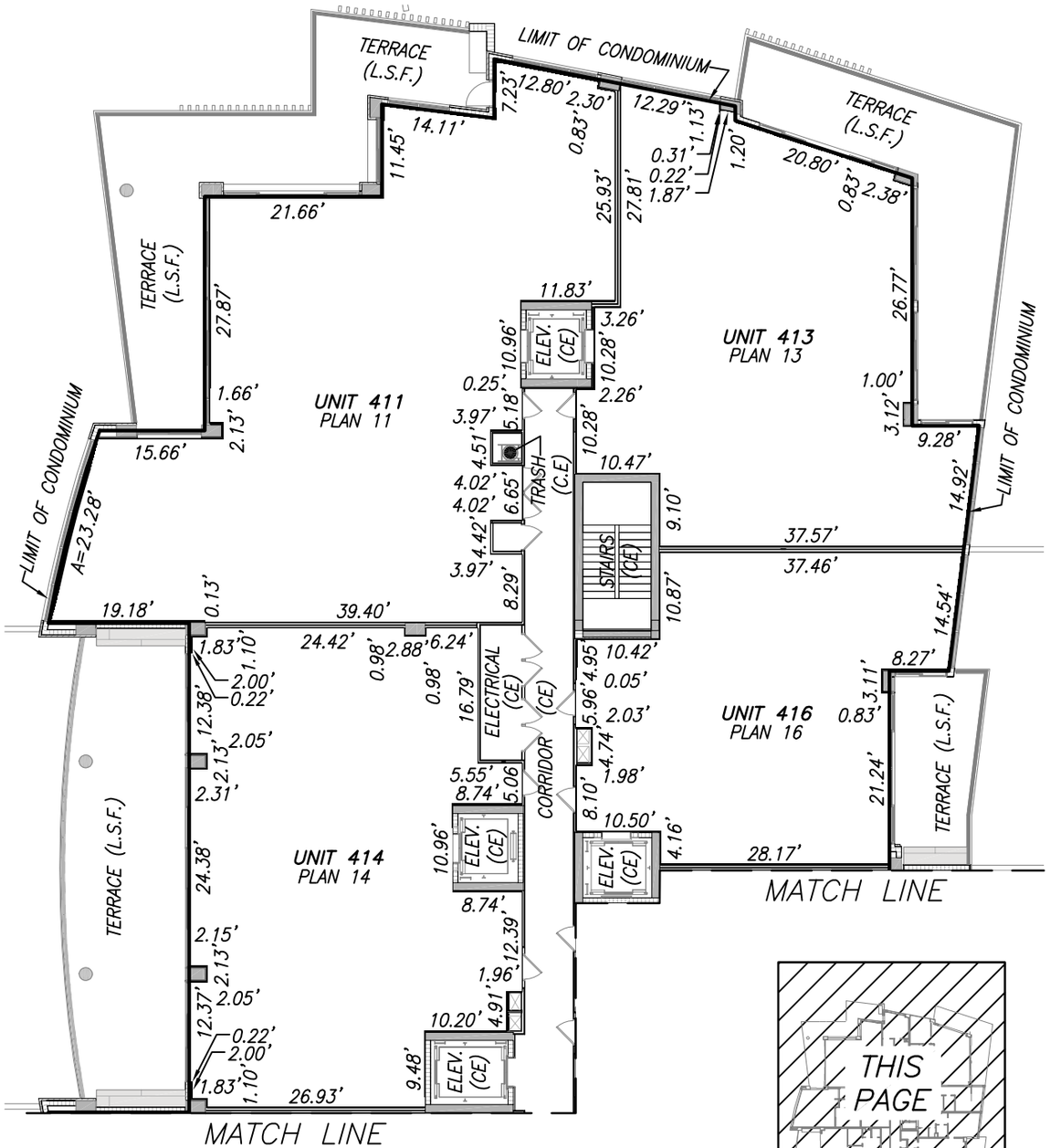

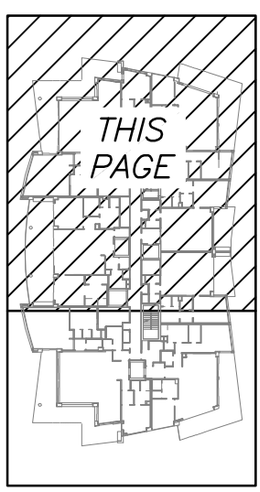

KEY MAP

Lying Generally Between Elevations
47.83' and 58.92' (NAVD88)

Graphic Scale
0 20
1 inch = 20 feet

Champagne Building
Unit Boundaries
Residential Building 1 - Level 4
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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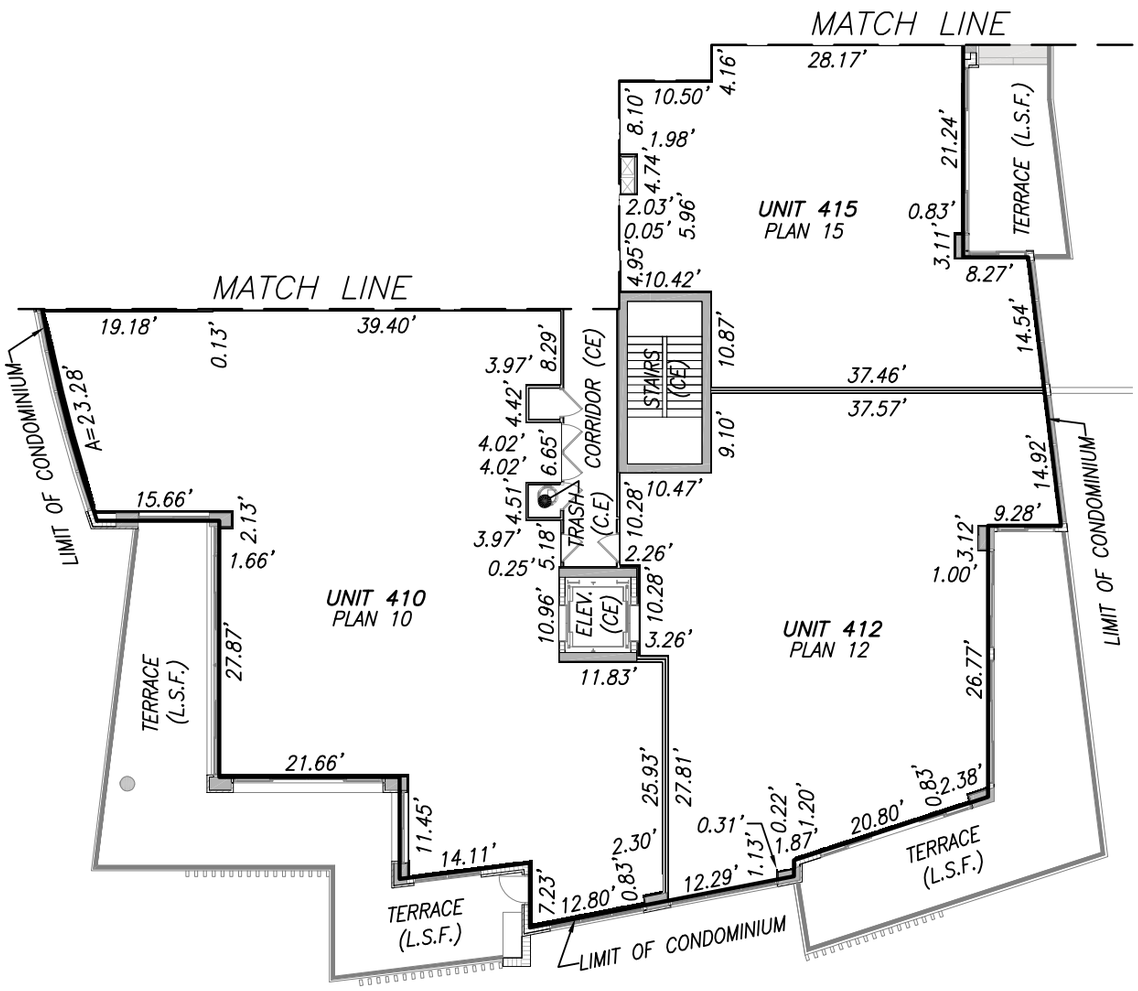

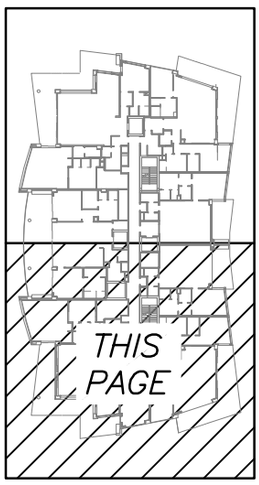

KEY MAP

Lying Generally Between Elevations
47.83' and 58.92' (NAVD88)

Graphic Scale
0 20
1 inch = 20 feet

Champagne Building
Unit Boundaries
Residential Building 1 - Level 4
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

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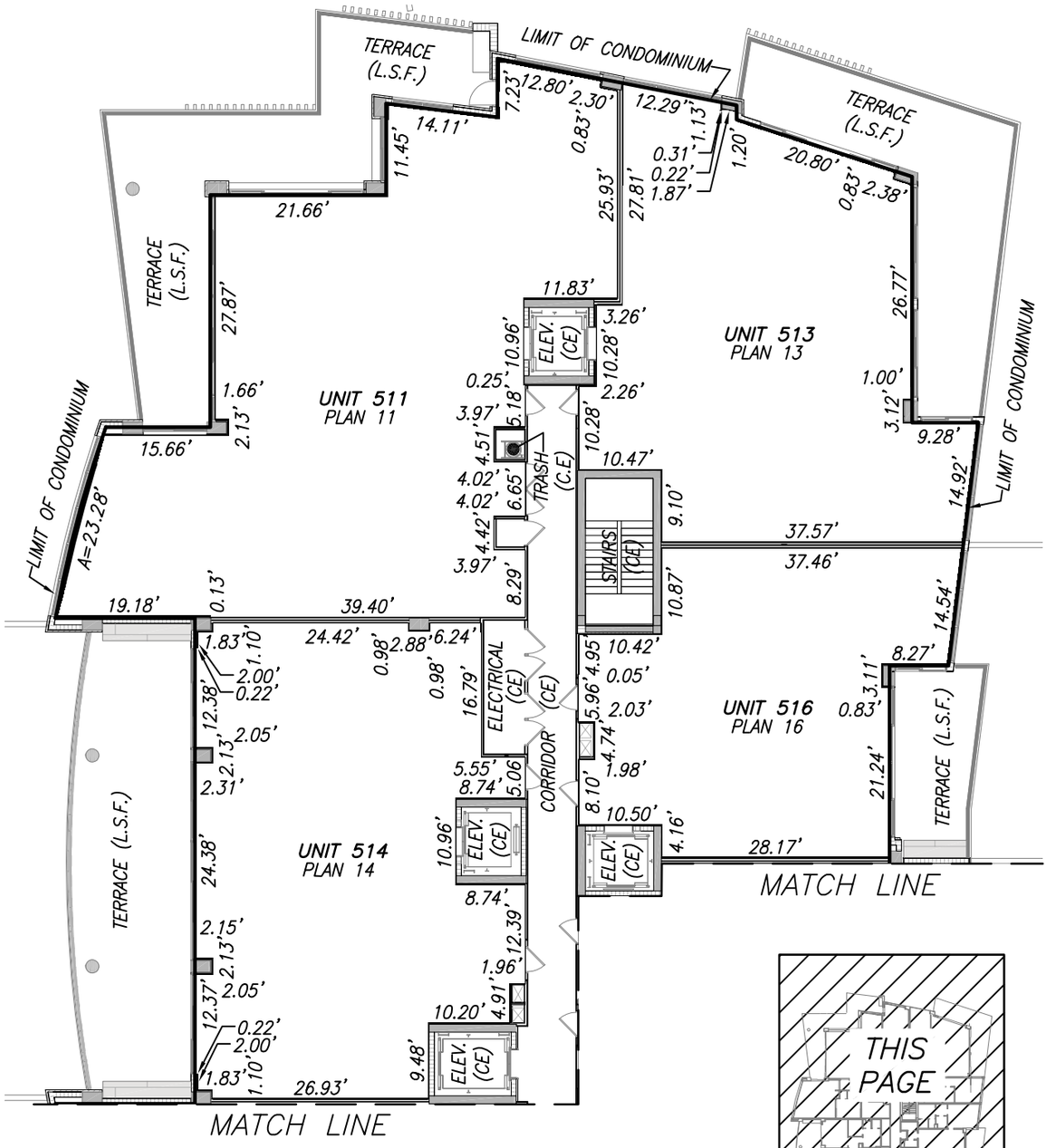

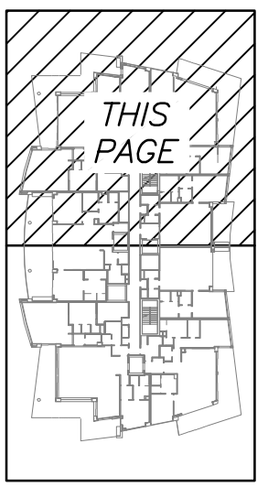

KEY MAP

Lying Generally Between Elevations
59.75' and 74.75' (NAVD88)

Graphic Scale
0 20
1 inch = 20 feet

Champagne Building
Unit Boundaries
Residential Building 1 - Level 5
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

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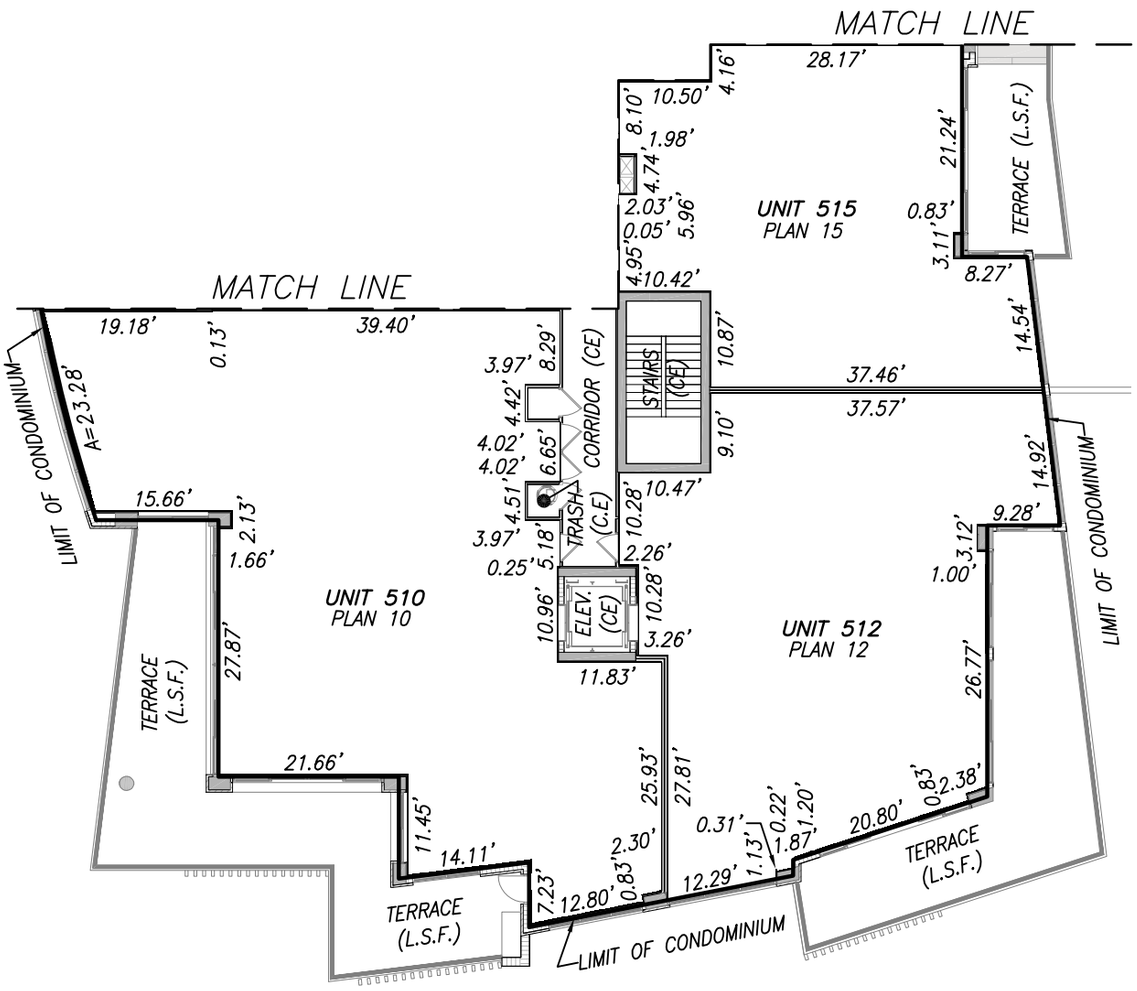

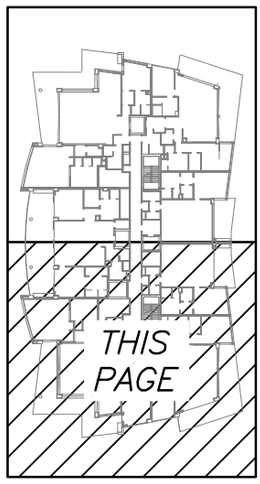

KEY MAP

Lying Generally Between Elevations
59.75' and 74.75' (NAVD88)

Graphic Scale
0 20
1 inch = 20 feet

Champagne Building
Unit Boundaries
Residential Building 1 - Level 5
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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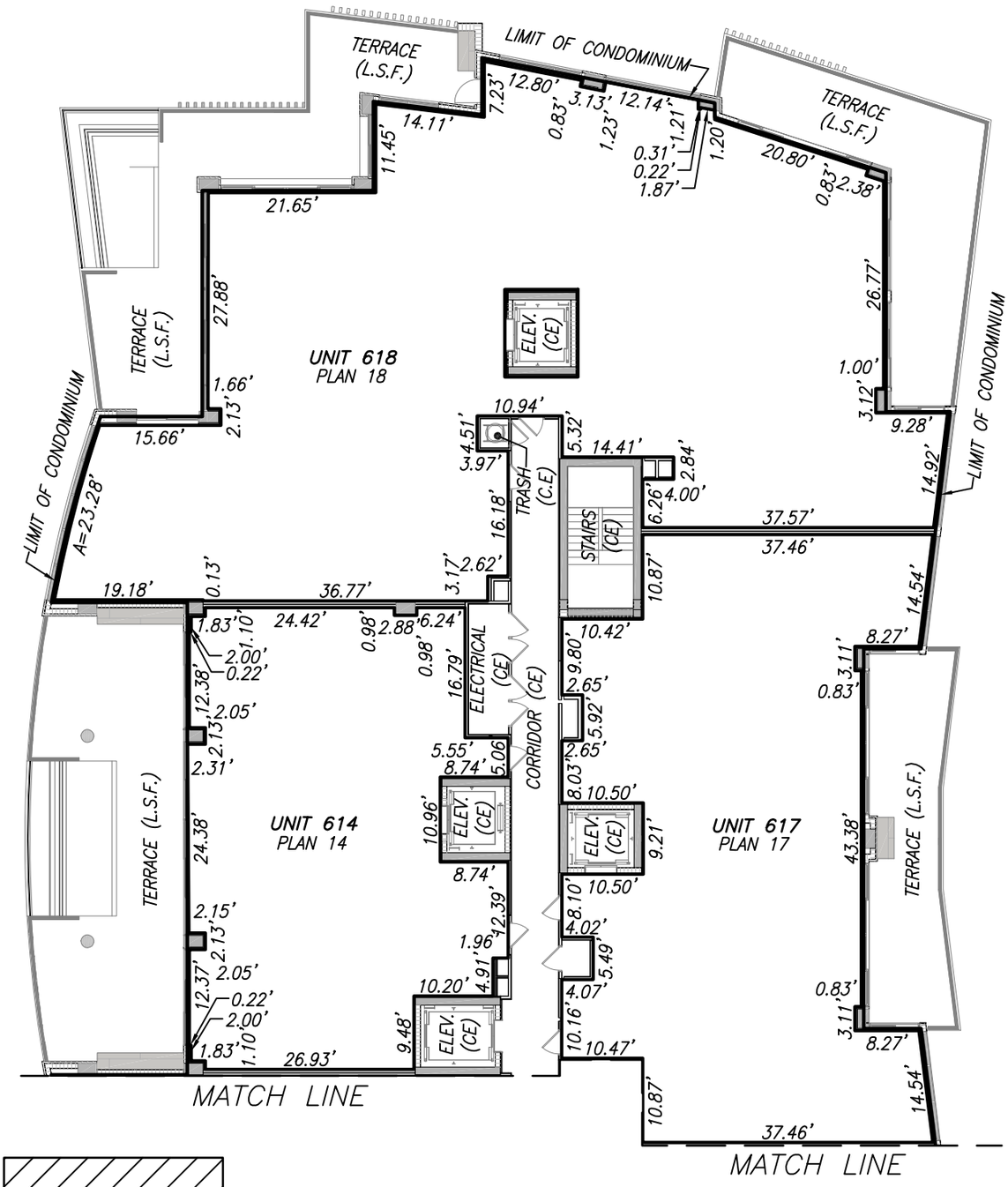

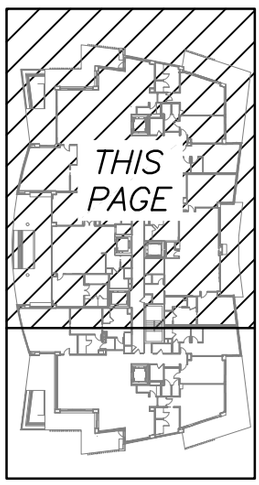

KEY MAP

Lying Generally Between Elevations
75.58' and 87.58' (NAVD88)

Graphic Scale
0 20
1 inch = 20 feet

Champagne Building
Unit Boundaries
Residential Building 1 - Penthouse Level
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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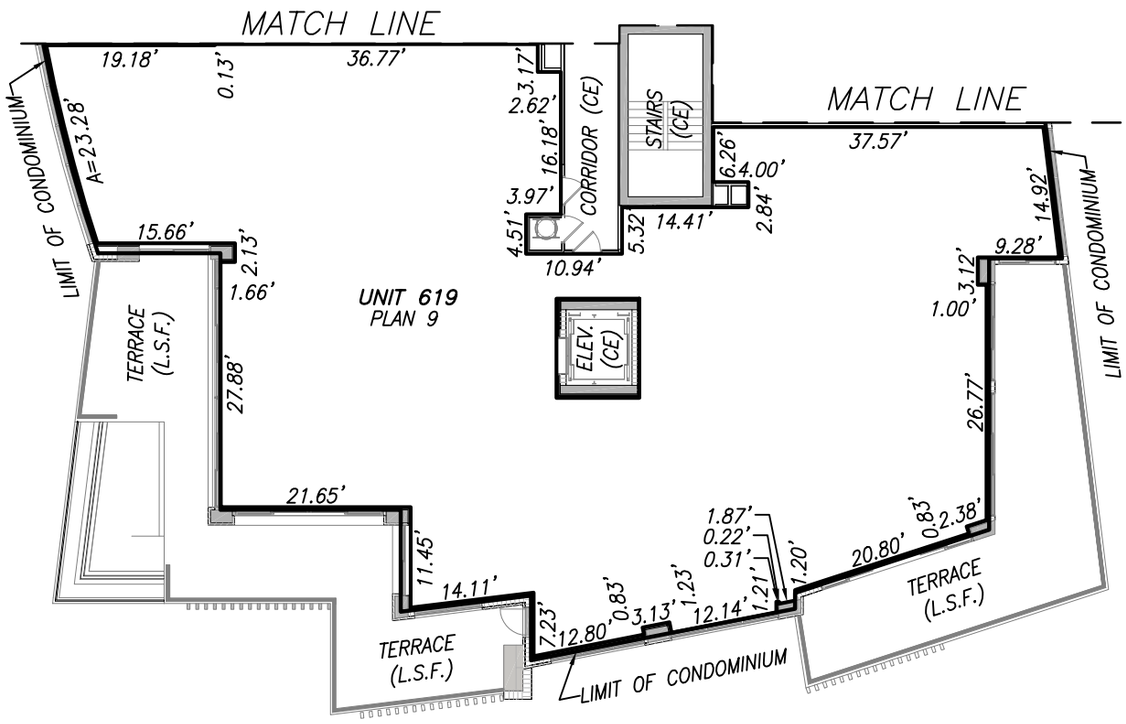

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Lying Generally Between Elevations
75.58' and 87.58' (NAVD88)

Graphic Scale
0 20
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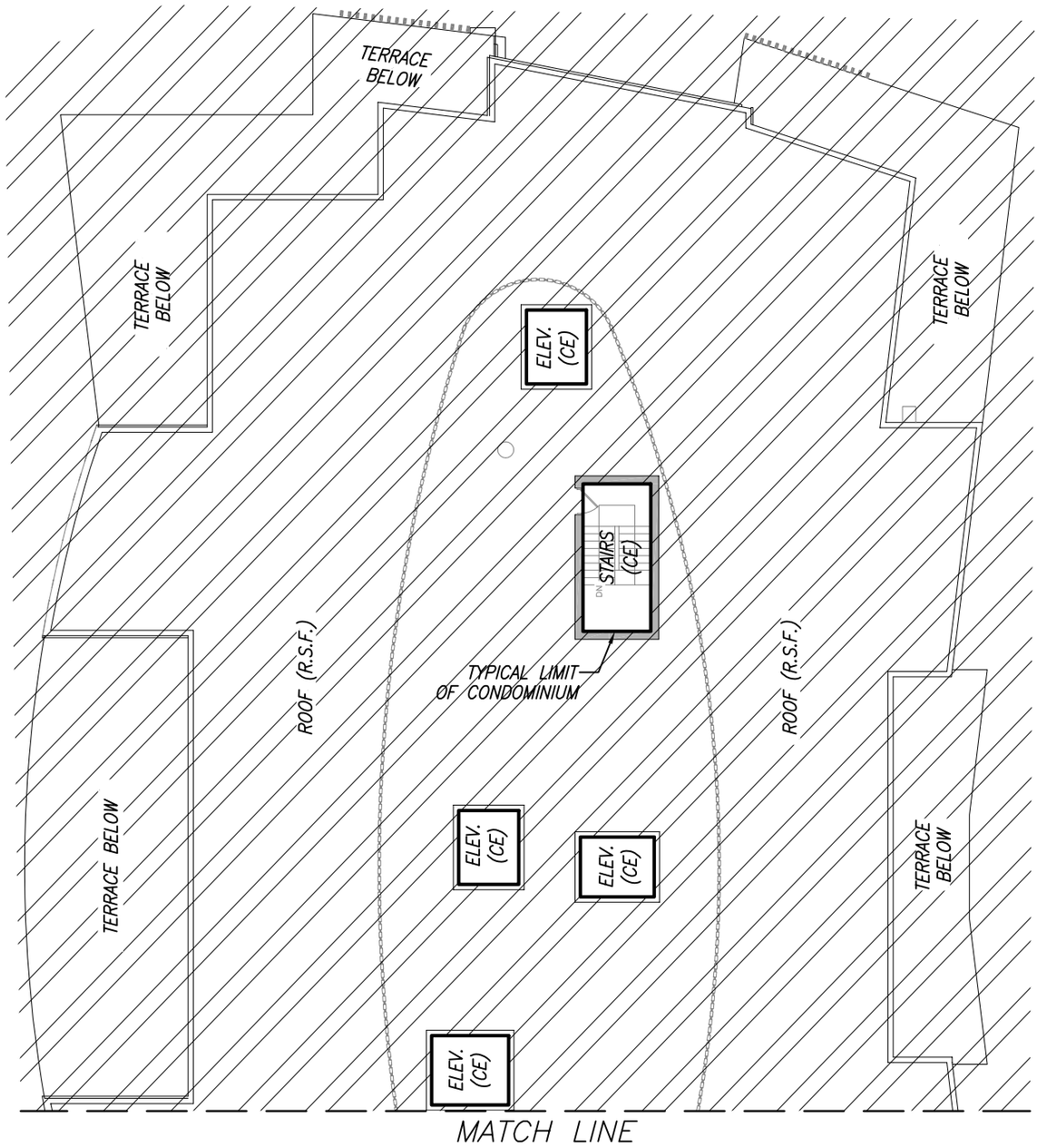

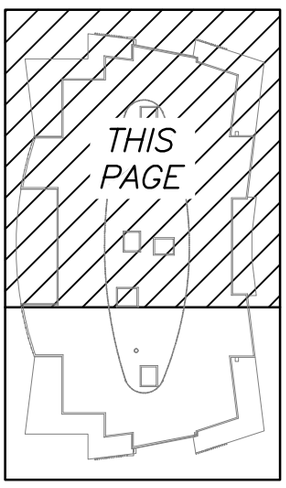

KEY MAP

Lying Generally Above Elevation
87.58'and Below Elevation 97.00' (NAVD88)

Graphic Scale
0 20
1 inch = 20 feet

Champagne Building

Unit Boundaries

Residential Building 1 - Roof

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

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Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio Way #200,
Orlando, FL 32819

On: June, 2020

SURVEYOR'S NOTES :

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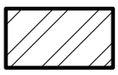

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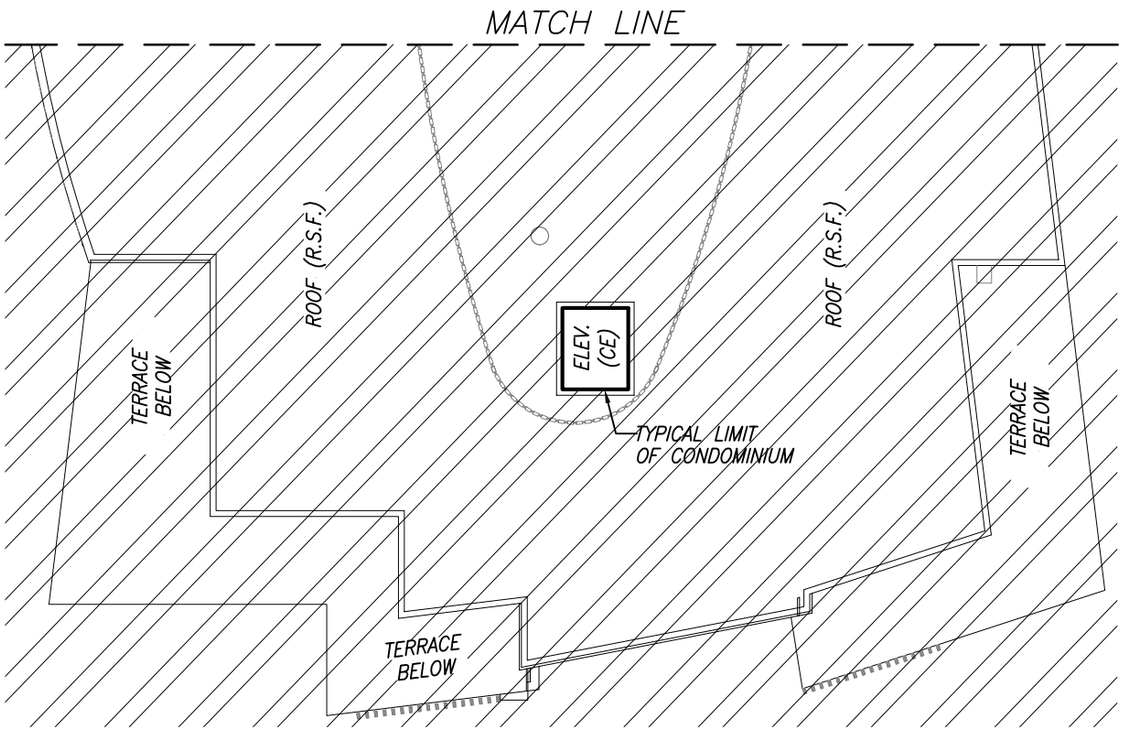

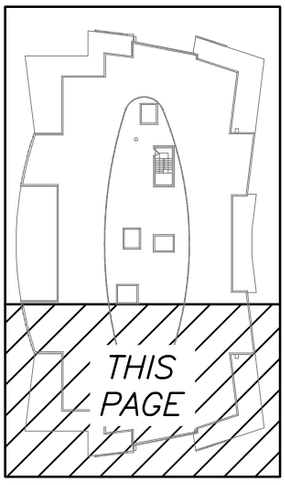

KEY MAP

Lying Generally Above Elevation
87.58'and Below Elevation 97.00' (NAVD88)

Champagne Building

Unit Boundaries

Residential Building 1 - Roof

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

Graphic Scale

0 20

1 inch = 20 feet

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Graphic Scale

0 30

1 inch = 30 feet

ALL ELEVATIONS, AS SHOWN, ARE REFERENCED TO N.A.V.D. 88
(NORTH AMERICAN VERTICAL DATUM OF 1988)

Champagne Building

Southeast Elevation

Residential Building 1

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

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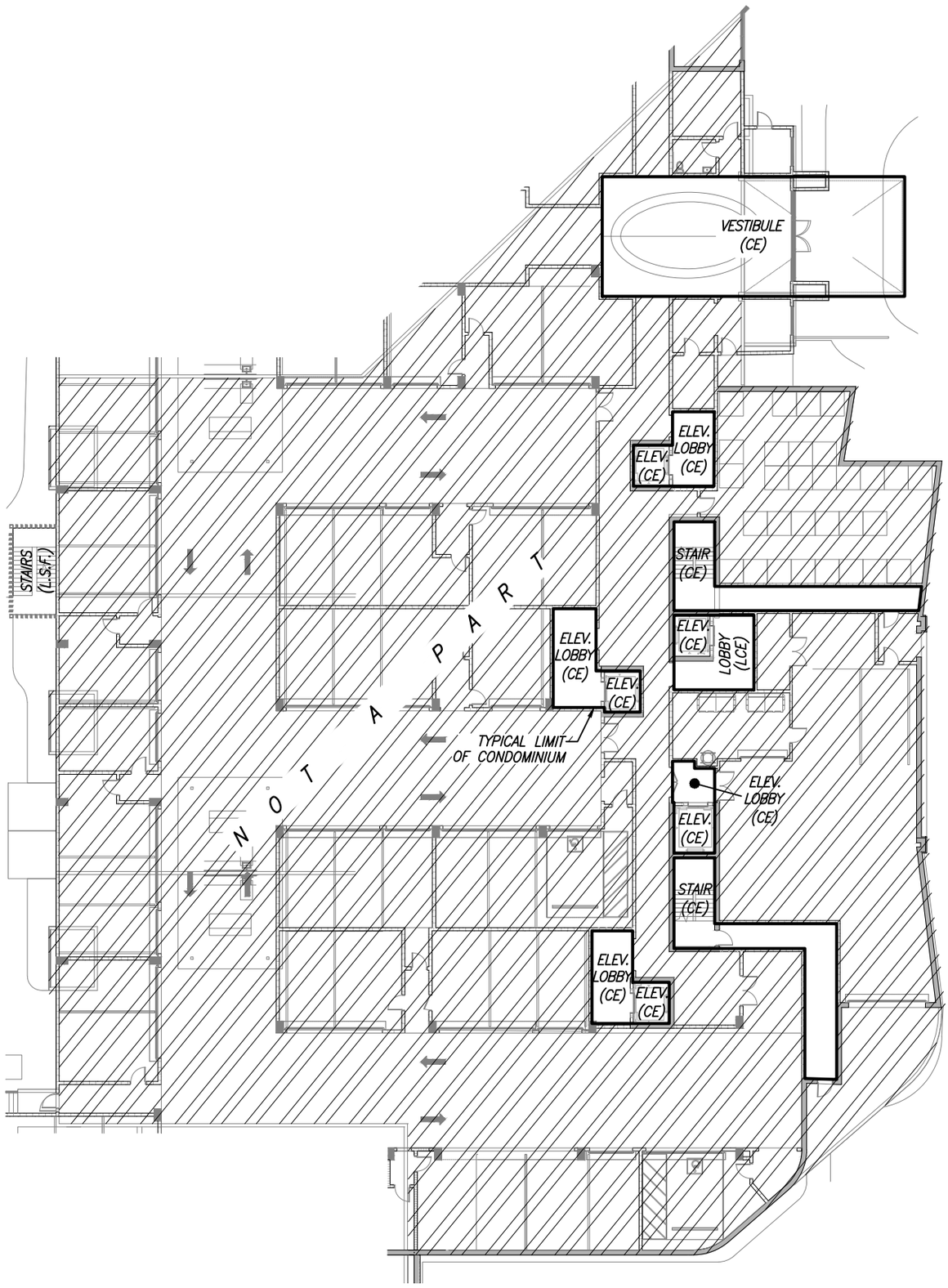

Graphic Scale

0 30

1 inch = 30 feet

Lying Generally Below Elevation
22.58' (NAVD88)

North

Bateau Building

Unit Boundaries

Residential Building 2 - Parking Level

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

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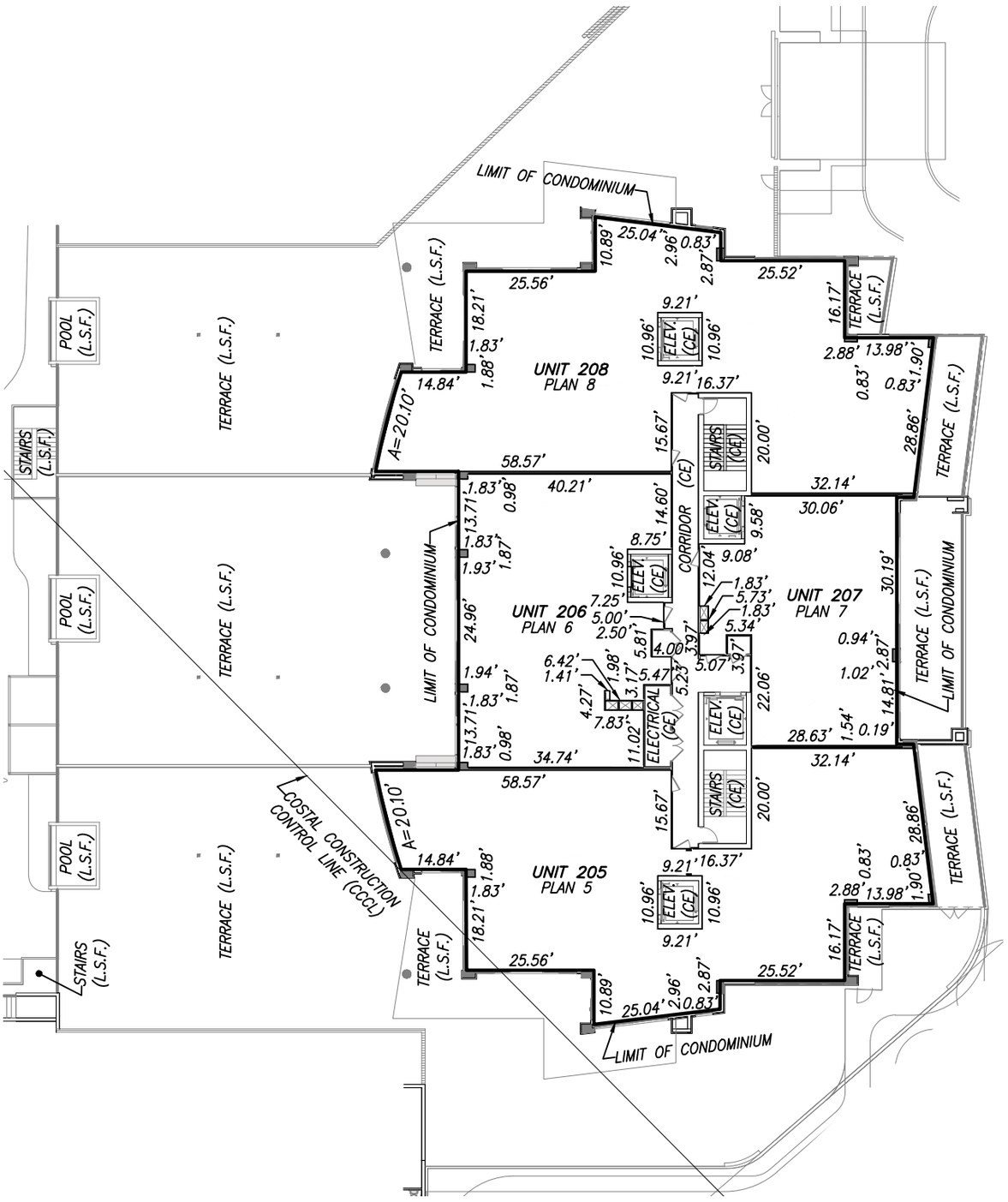

Graphic Scale

0 30

1 inch = 30 feet

Lying Generally Between Elevations
22.58' and 35.25' (NAVD88)

Bateau Building

Unit Boundaries

Residential Building 2 - Podium Level

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

North

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Prepared For:
S.R. LBK, LLC
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On: June, 2020

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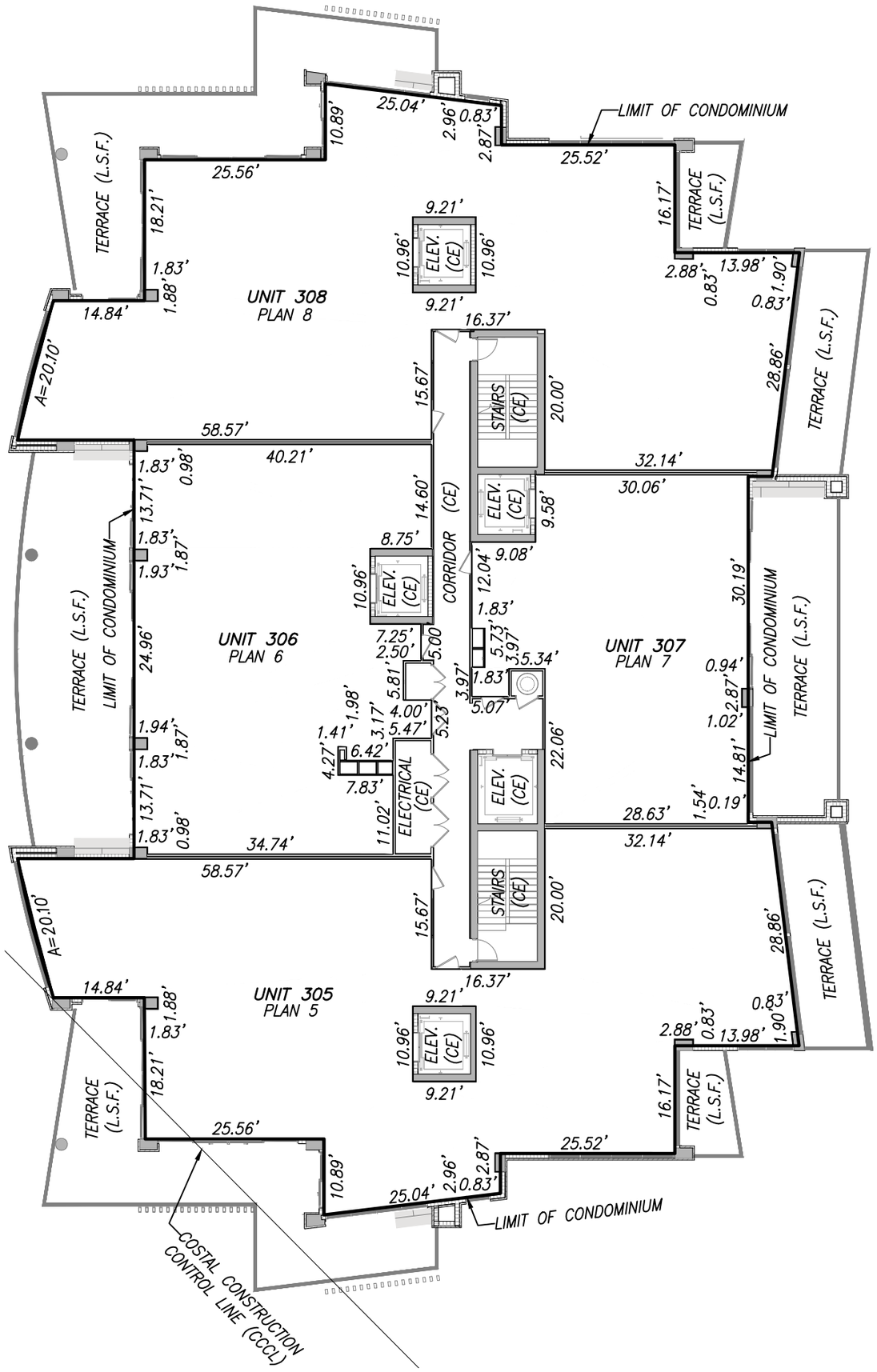

Graphic Scale

0 20

1 inch = 20 feet

Lying Generally Between Elevations
36.08' and 47.09' (NAVD88)

North

Bateau Building

Unit Boundaries

Residential Building 2 - Level 3

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

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S.R. LBK, LLC
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Orlando, FL 32819

On: June, 2020

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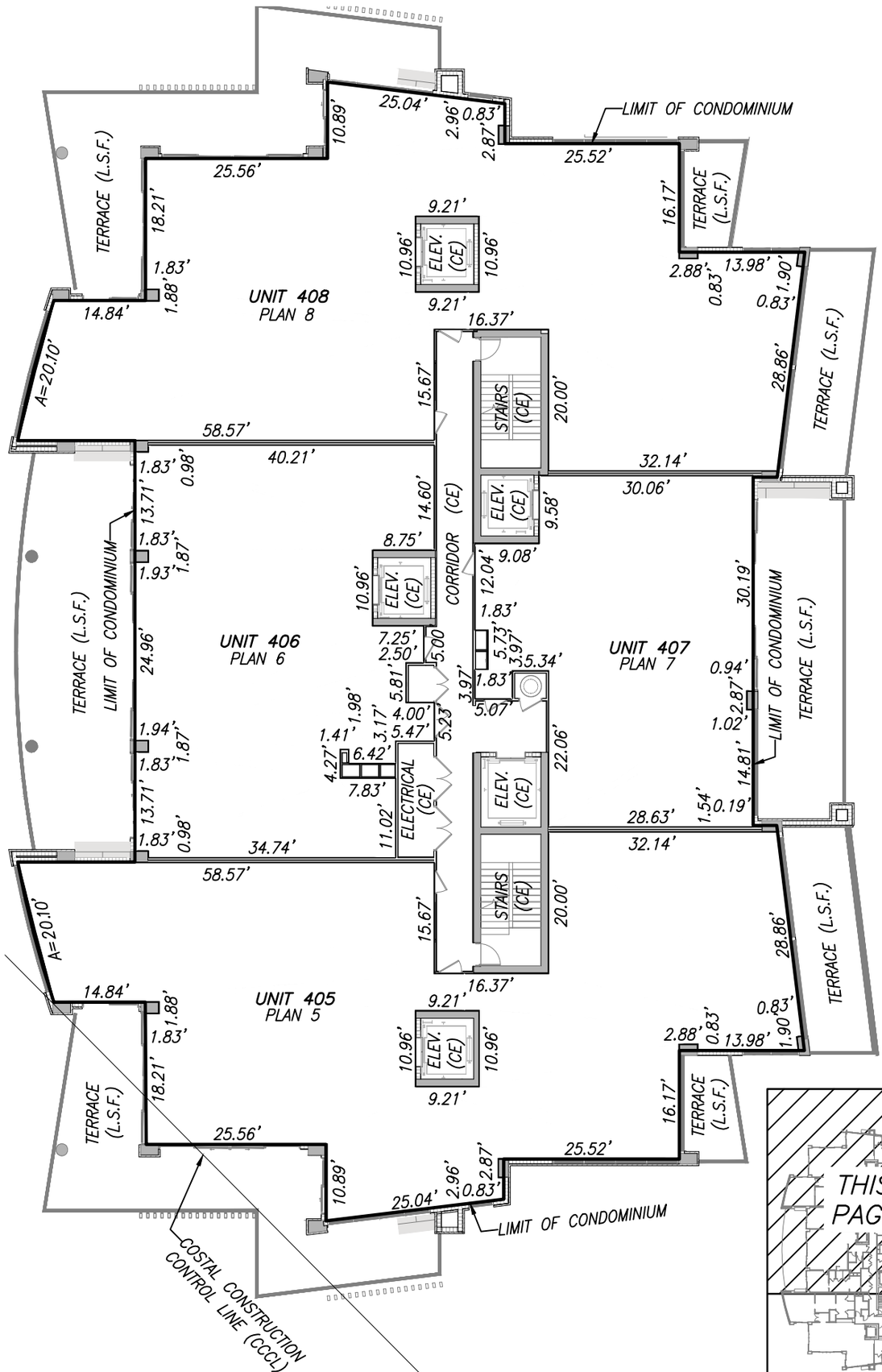

KEY MAP

Graphic Scale
0 20
1 inch = 20 feet

Lying Generally Between Elevations
47.83' and 58.92' (NAVD88)

Bateau Building
Unit Boundaries
Residential Building 2 - Level 4
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

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Prepared For:
S.R. LBK, LLC
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Orlando, FL 32819

On: June, 2020

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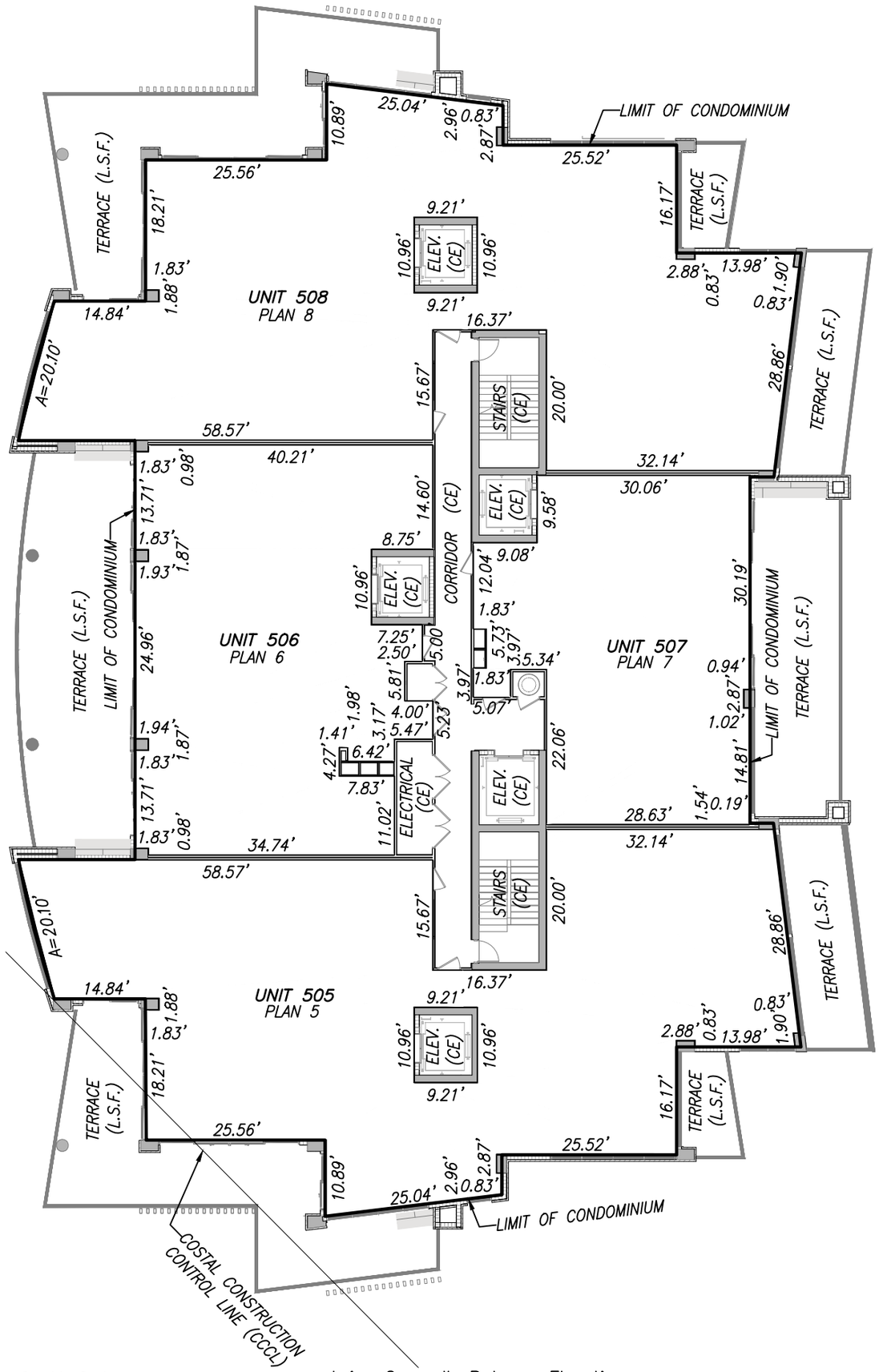

Lying Generally Between Elevations
59.75' and 74.75' (NAVD88)

Graphic Scale
0 20
1 inch = 20 feet

North

Bateau Building
Unit Boundaries
Residential Building 2 - Level 5
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

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S.R. LBK, LLC
7940 Via Dellagio Way #200,
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On: June, 2020

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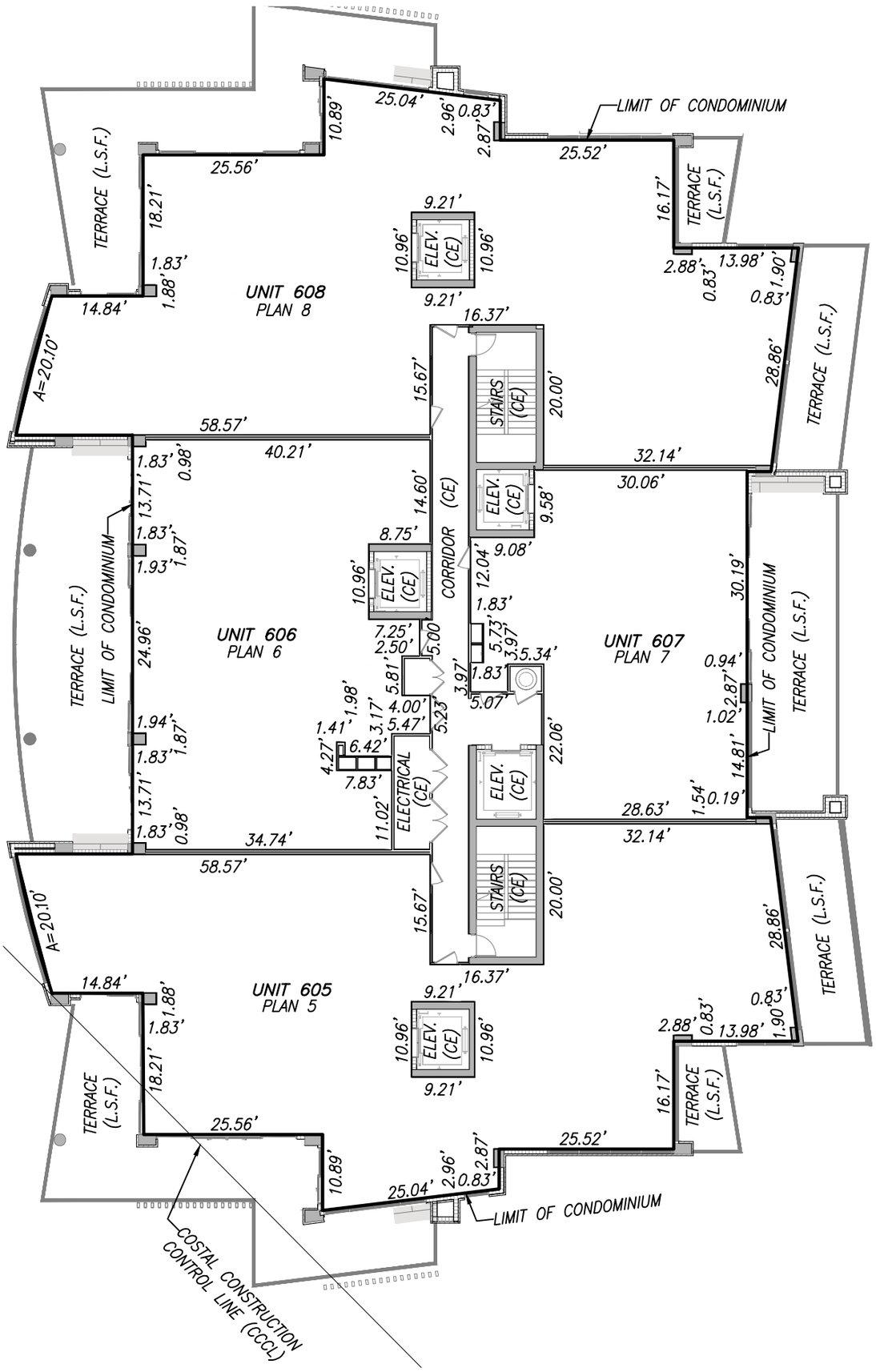

Graphic Scale

0 20

1 inch = 20 feet

Lying Generally Between Elevations
74.75' and 87.58' (NAVD88)

Bateau Building

Unit Boundaries

Residential Building 2 - Penthouse Level

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

North

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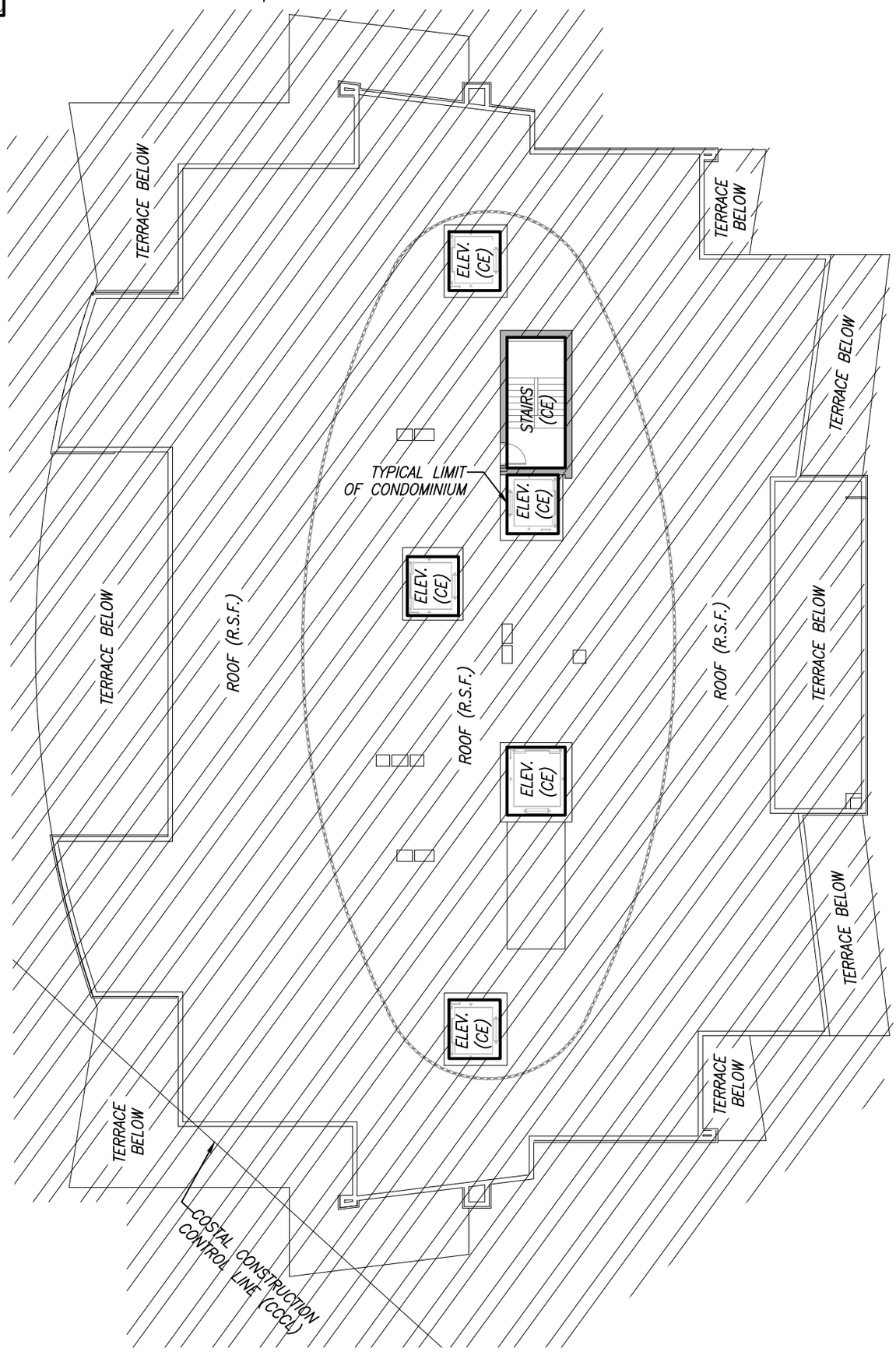

Graphic Scale

0 20

1 inch = 20 feet

Lying Generally Above Elevation
87.58'and Below Elevation 97.00' (NAVD88)

North

Bateau Building
Unit Boundaries
Residential Building 2 - Roof
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

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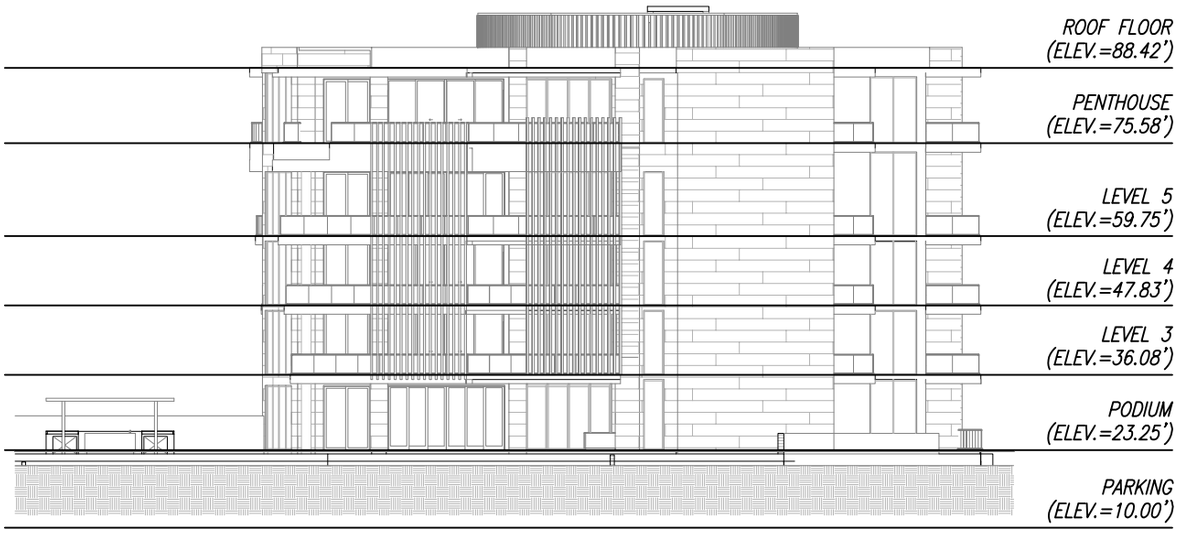

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(NORTH AMERICAN VERTICAL DATUM OF 1988)

Graphic Scale

0 30

1 inch = 30 feet

North

Bateau Building

Southeast Elevation

Residential Building 2

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

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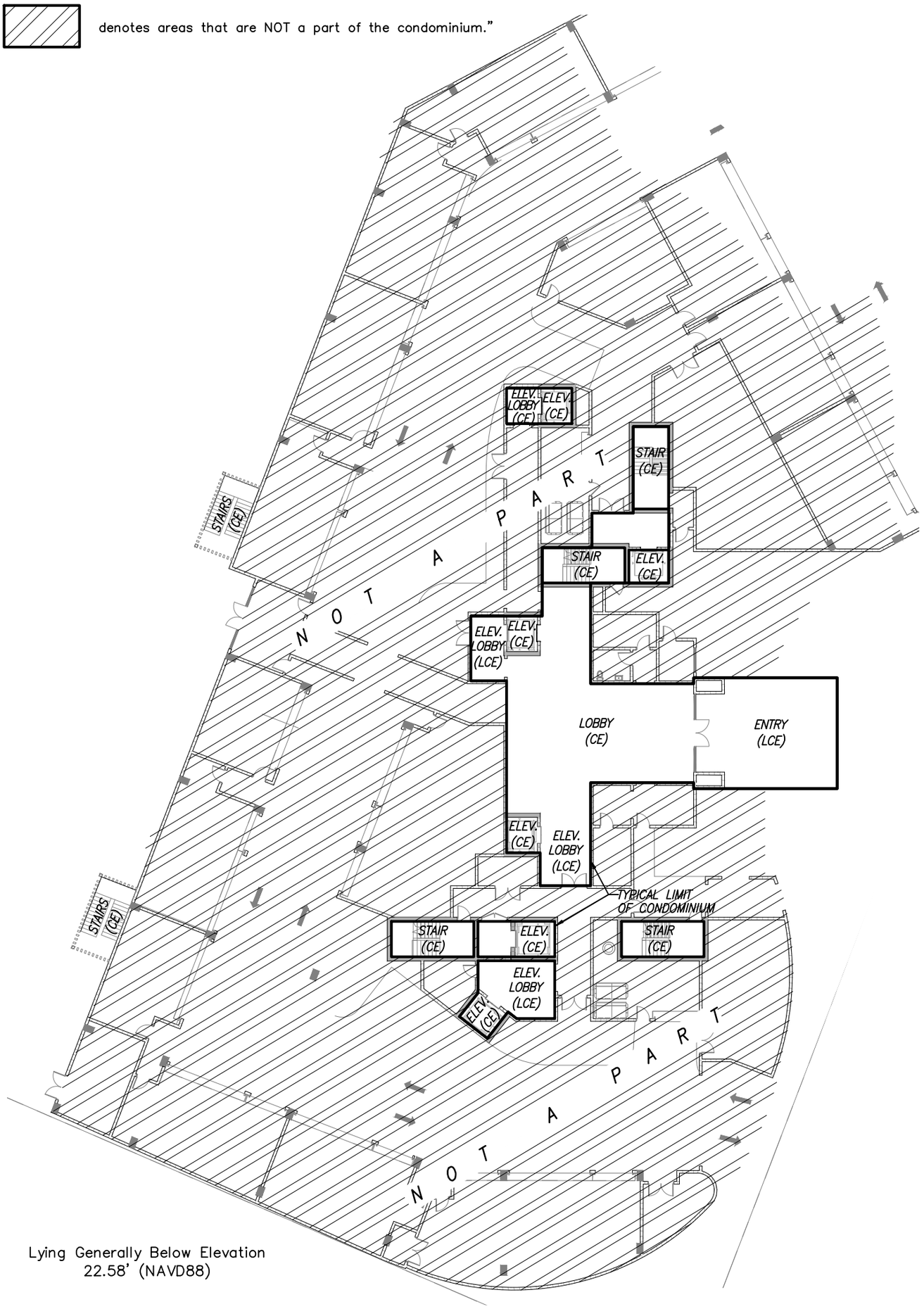

Lying Generally Below Elevation
22.58' (NAVD88)

Armand Building
Unit Boundaries
Residential Building 3 - Parking Level
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

North

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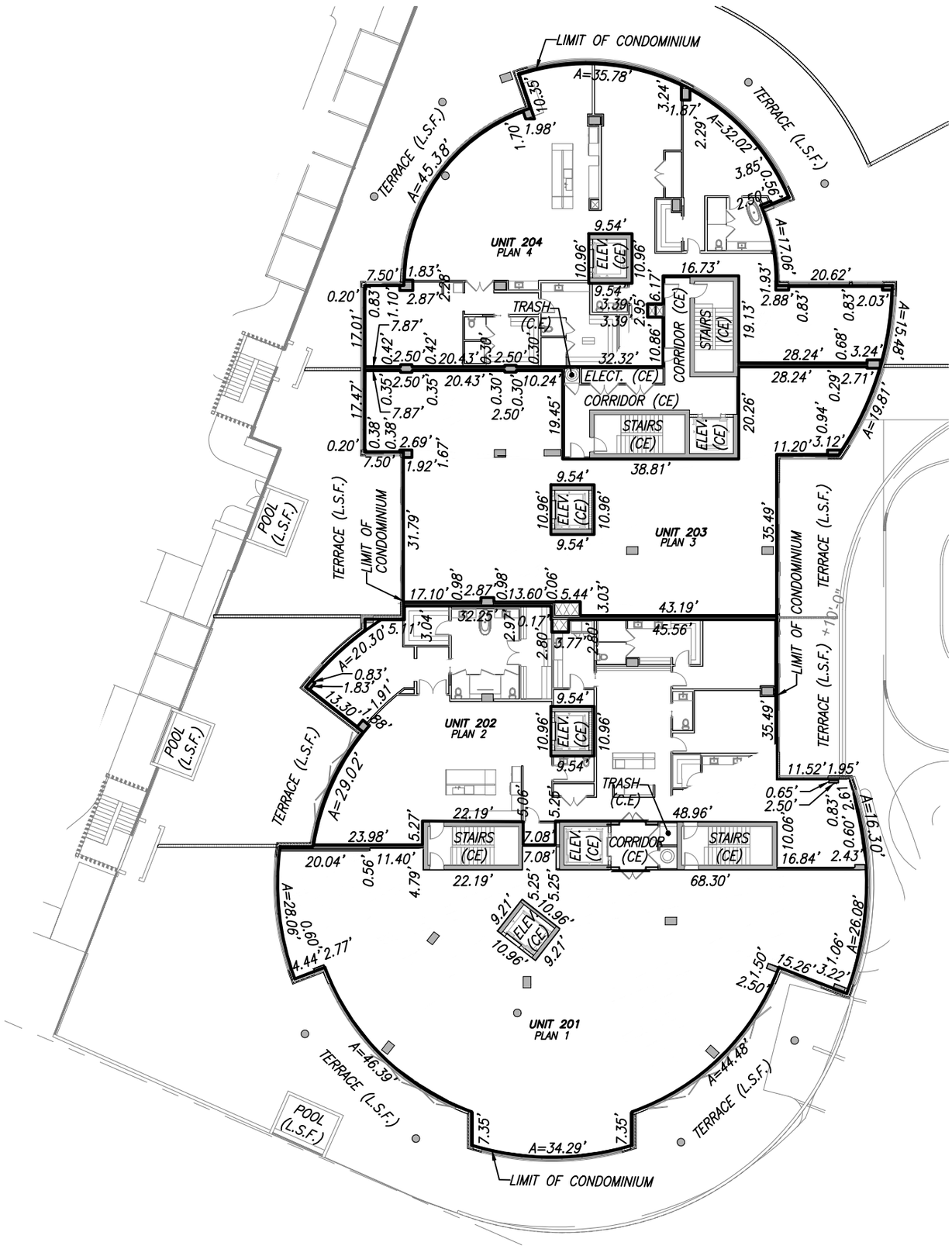

Lying Generally Between Elevations
23.25' and 35.25' (NAVD88)

Armand Building

Unit Boundaries

Residential Building 3 - Podium Level

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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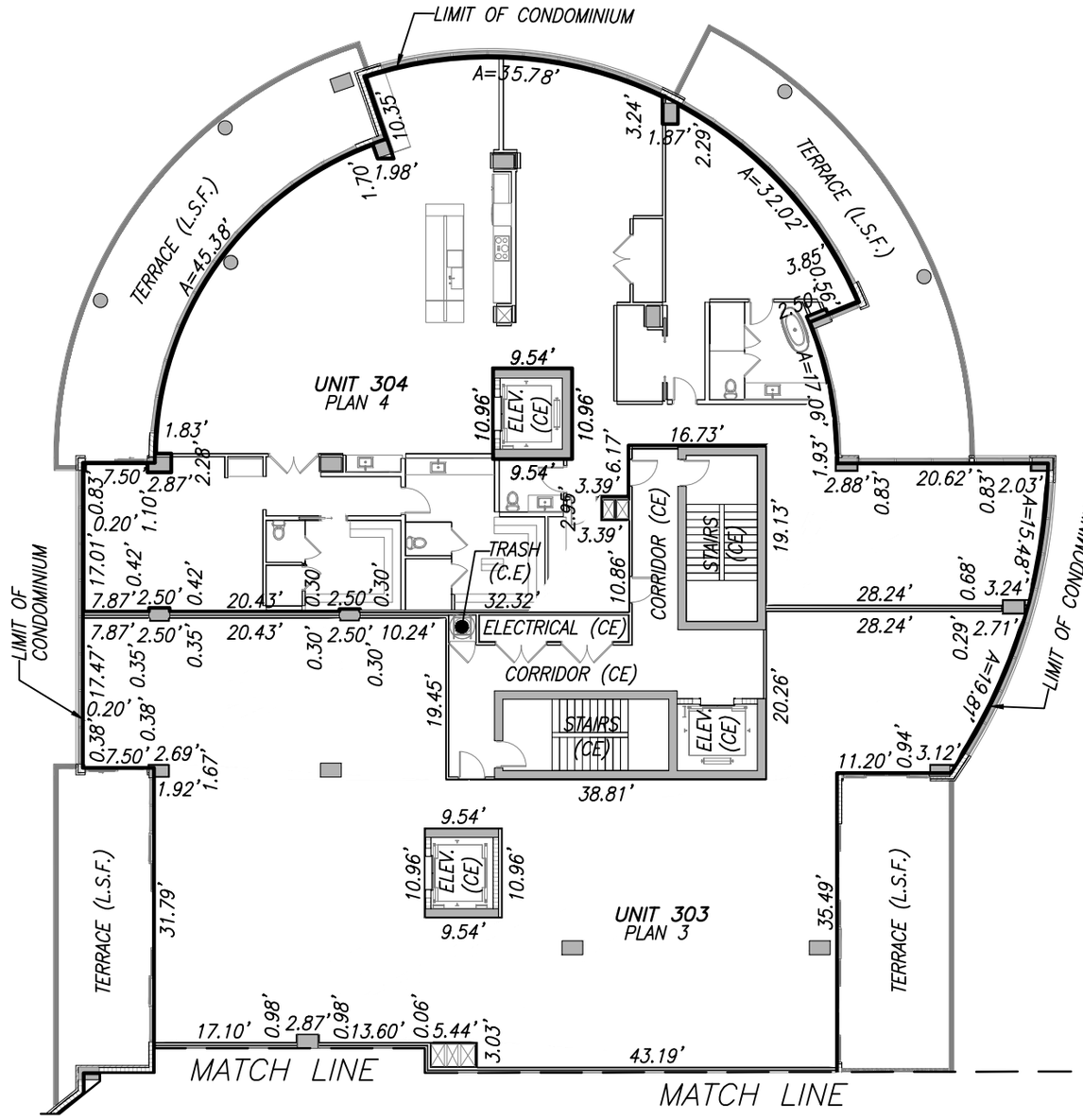

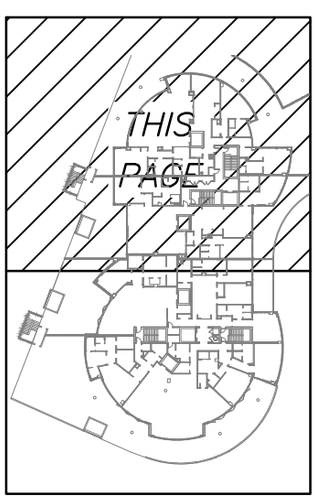

KEY MAP

Lying Generally Between Elevations
36.08' and 47.09' (NAVD88)

Armand Building

Unit Boundaries

Residential Building 3 - Level 3

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

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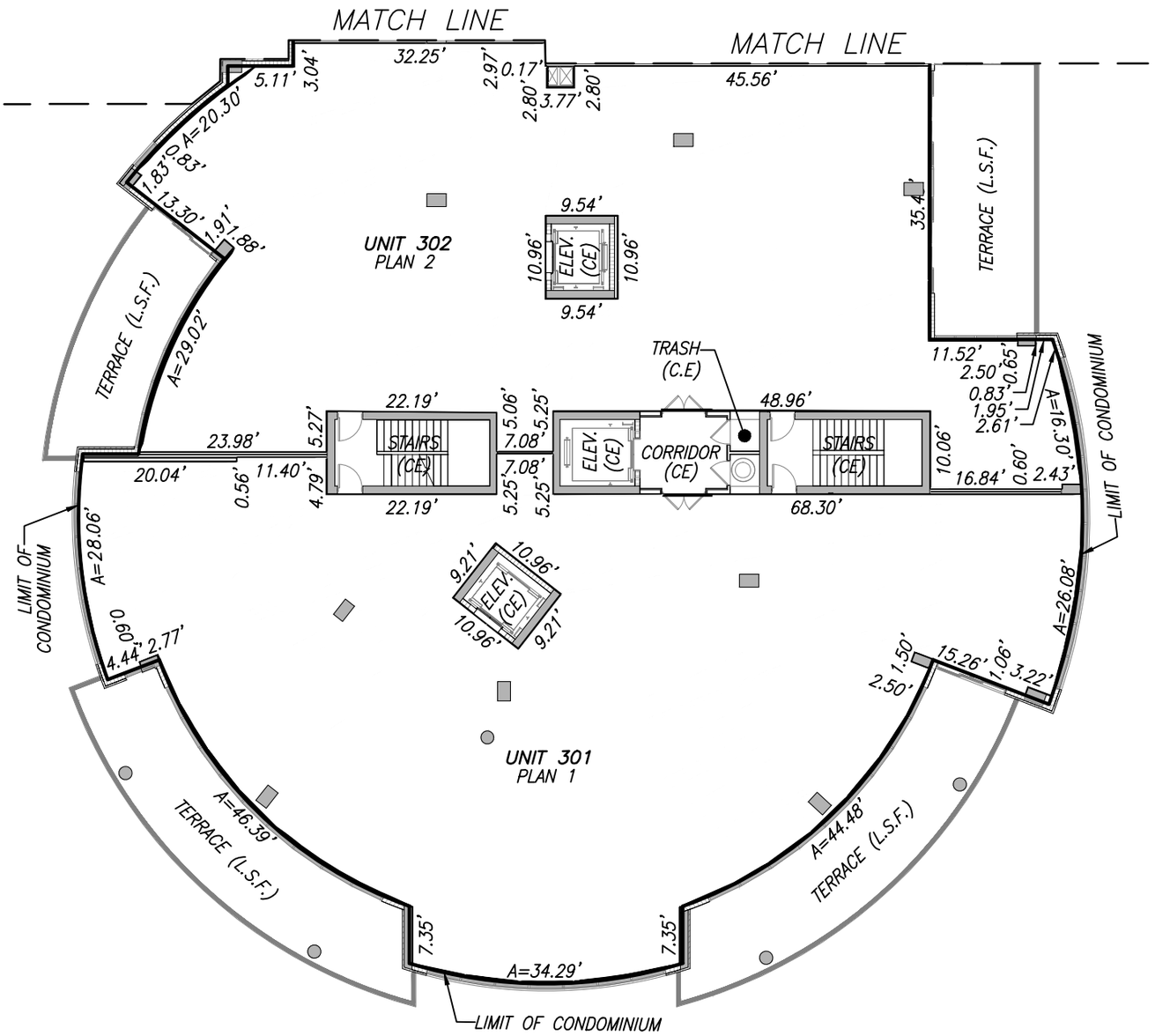

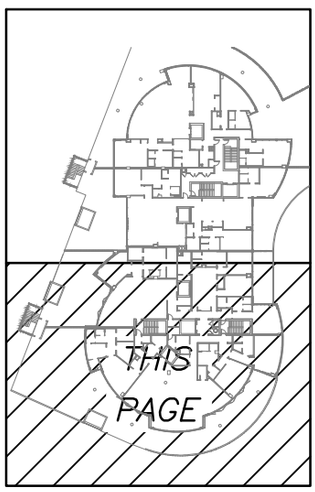

KEY MAP

Lying Generally Between Elevations
36.08' and 47.09' (NAVD88)

Armand Building

Unit Boundaries

Residential Building 3 - Level 3

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

North

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On: June, 2020

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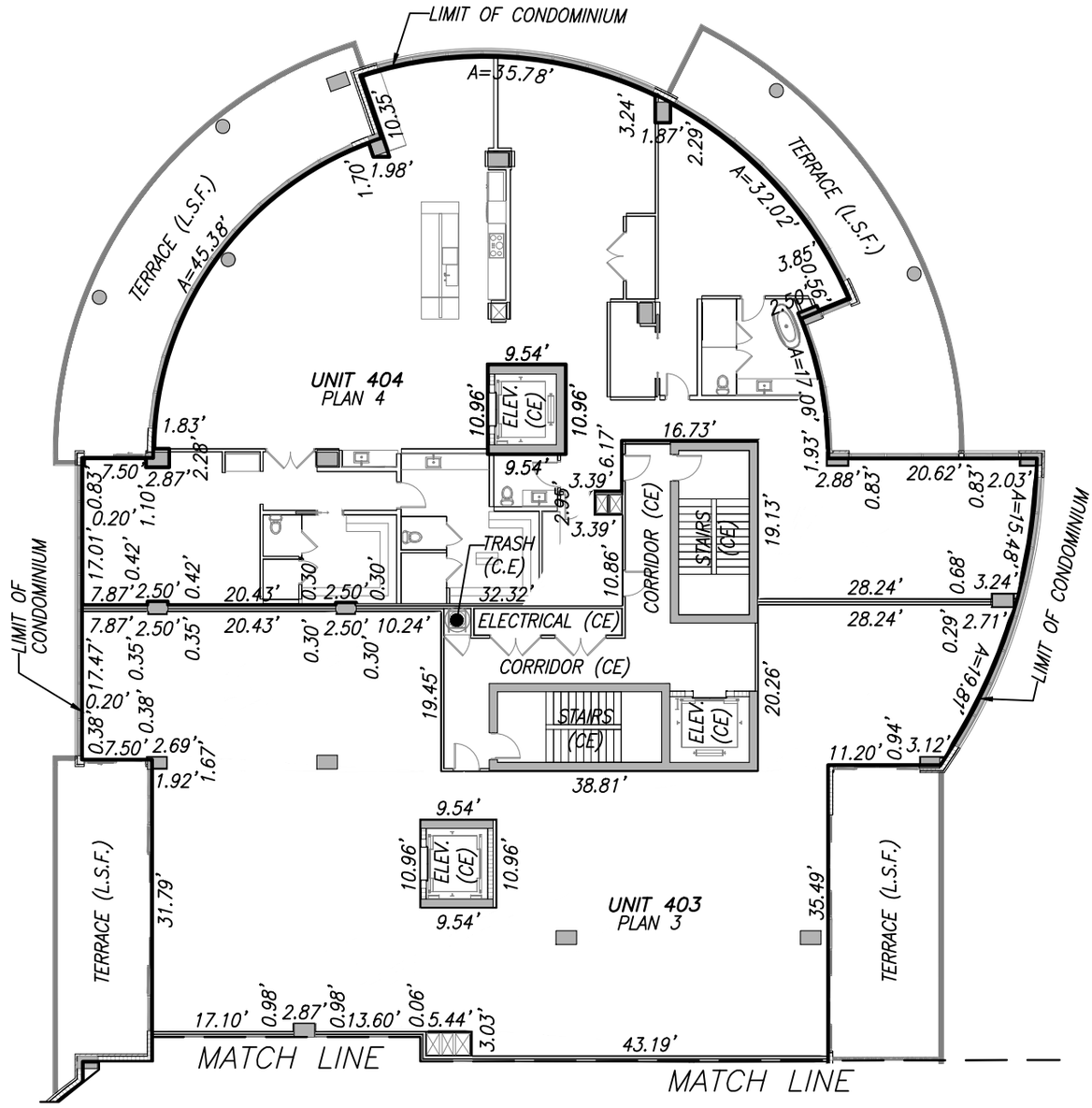

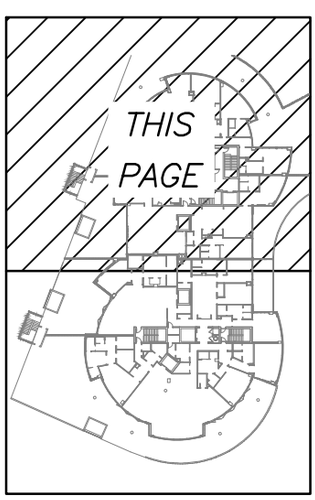

KEY MAP

Lying Generally Between Elevations
47.83' and 58.92' (NAVD88)

Armand Building

Unit Boundaries

Residential Building 3 - Level 4

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

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Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

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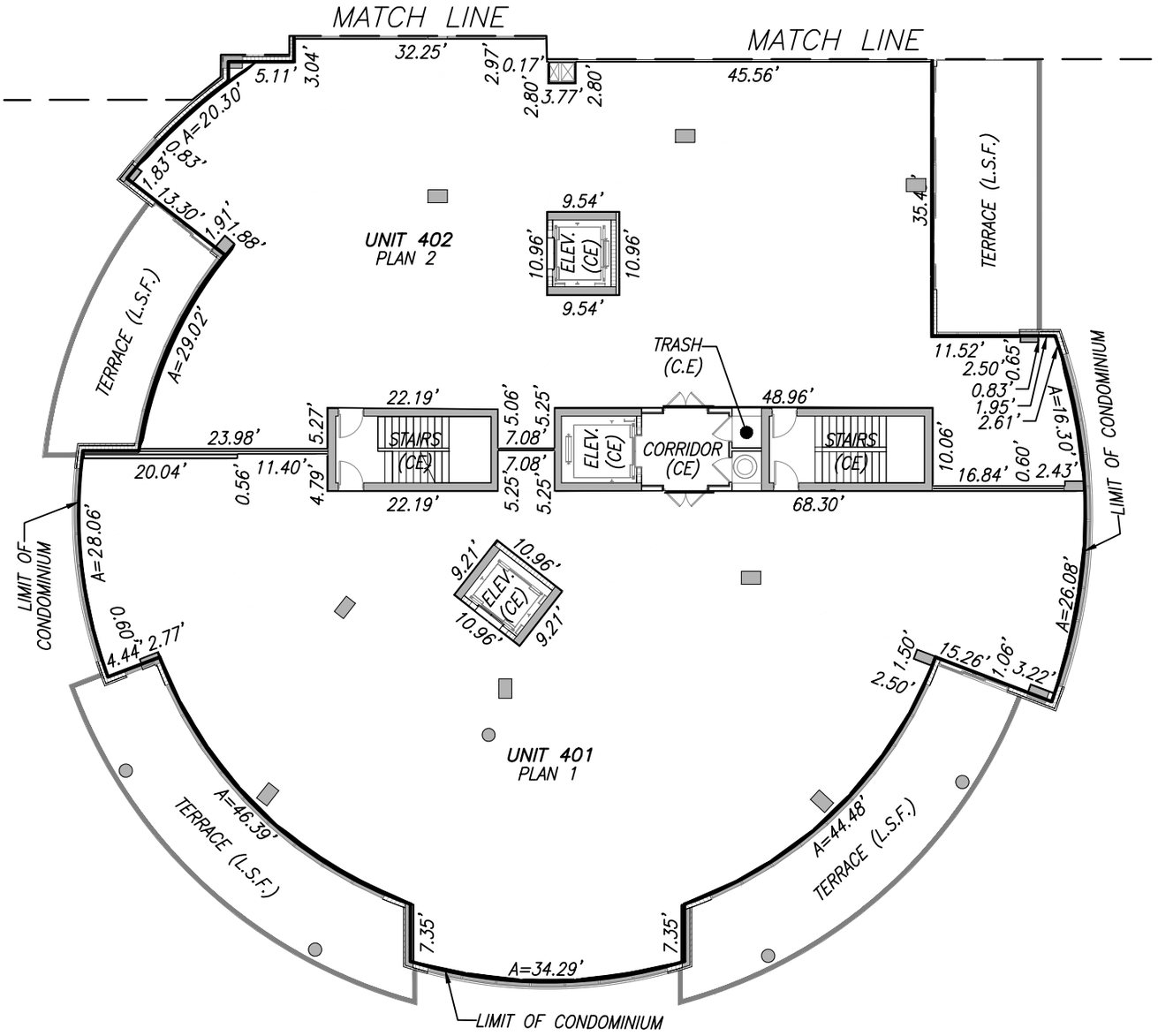

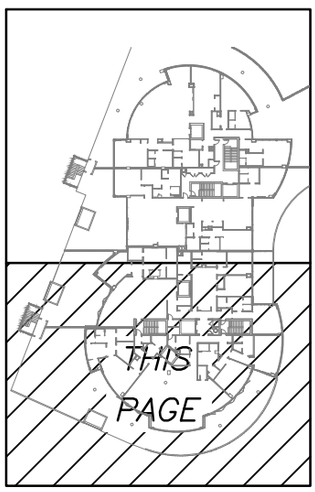

KEY MAP

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47.83' and 58.92' (NAVD88)

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Town of Longboat Key, Sarasota County, Florida

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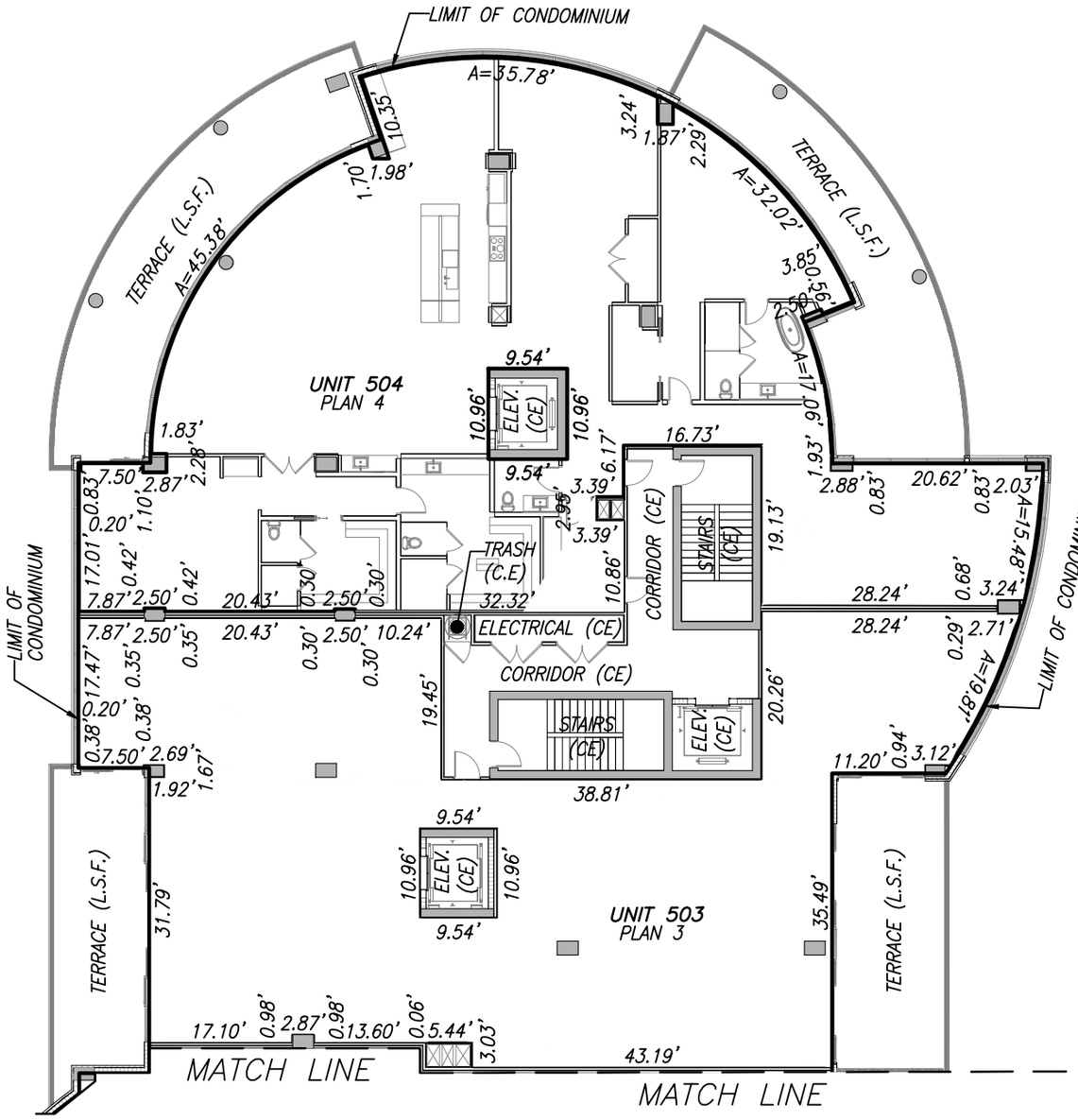

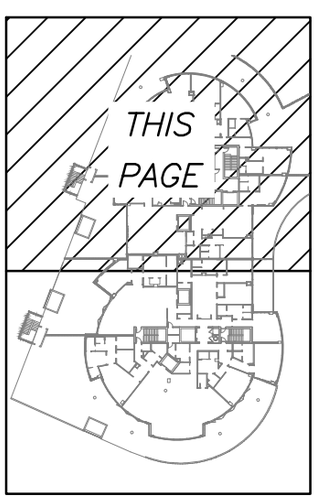

KEY MAP

Lying Generally Between Elevations
59.75' and 74.75' (NAVD88)

Armand Building

Unit Boundaries

Residential Building 3 - Level 5

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

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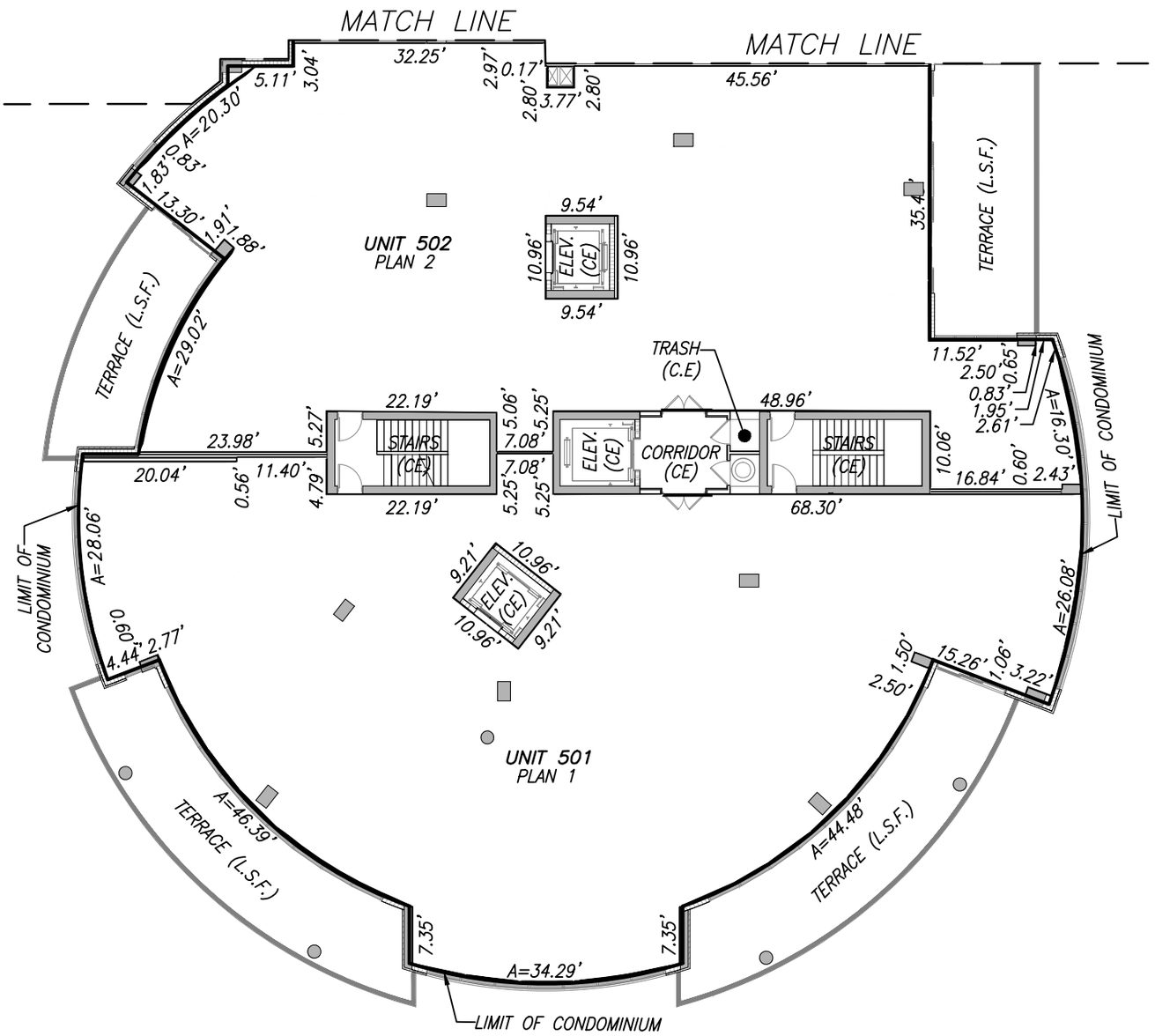

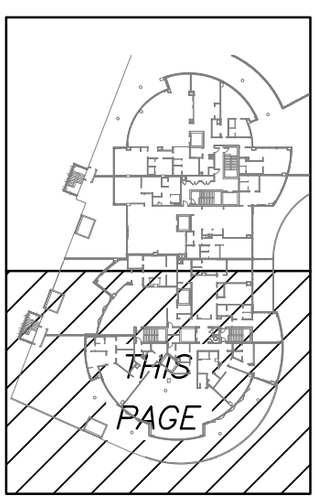

KEY MAP

Lying Generally Between Elevations
59.75' and 74.75' (NAVD88)

Armand Building

Unit Boundaries

Residential Building 3 - Level 5

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

North

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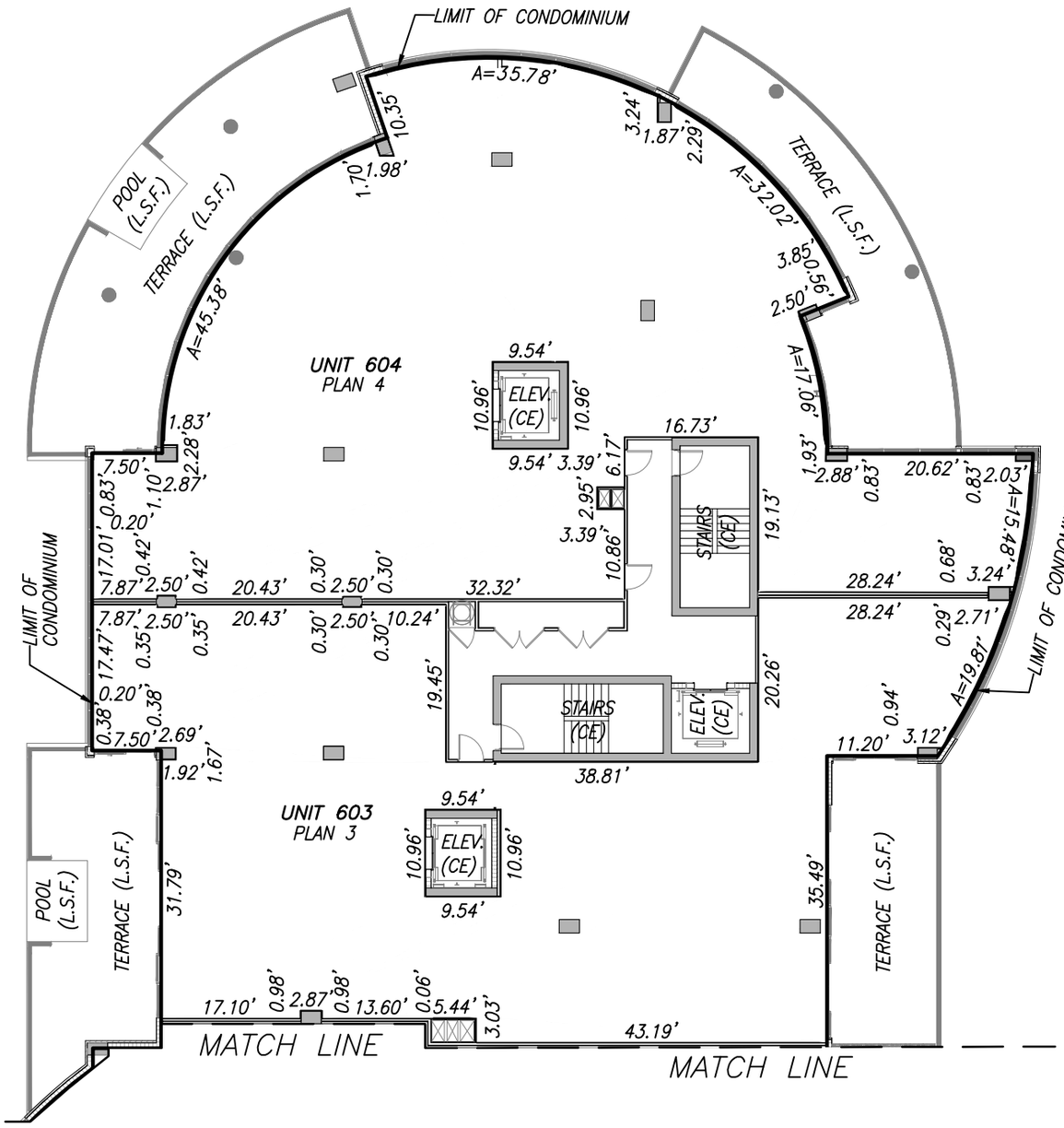

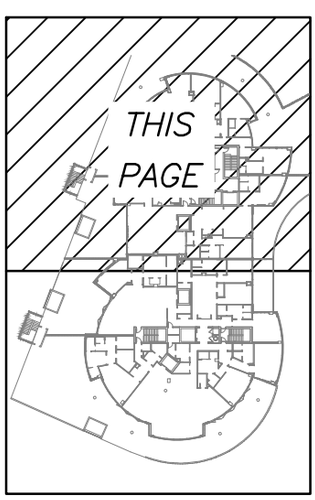

KEY MAP

Lying Generally Between Elevations
75.58' and 87.58' (NAVD88)

Armand Building

Unit Boundaries

Residential Building 3 - Penthouse Level

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

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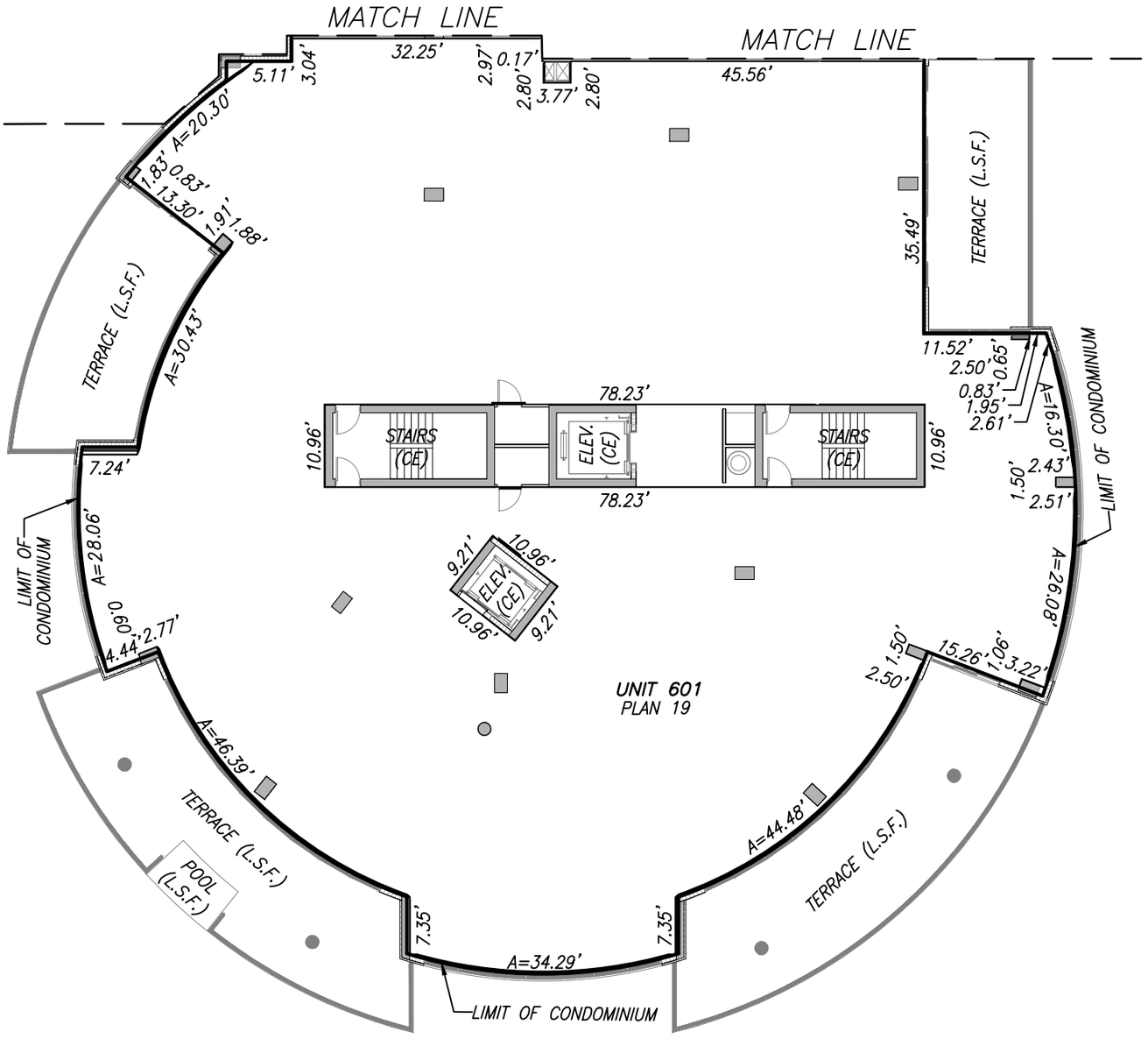

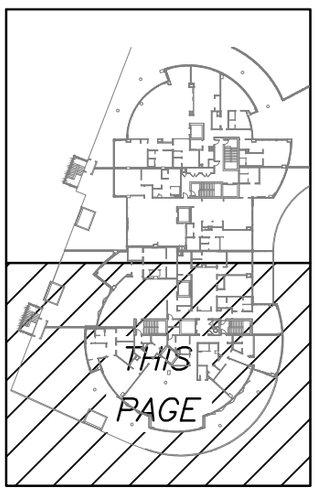

KEY MAP

Lying Generally Between Elevations
75.58' and 87.58' (NAVD88)

Armand Building

Unit Boundaries

Residential Building 3 - Penthouse Level

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

North

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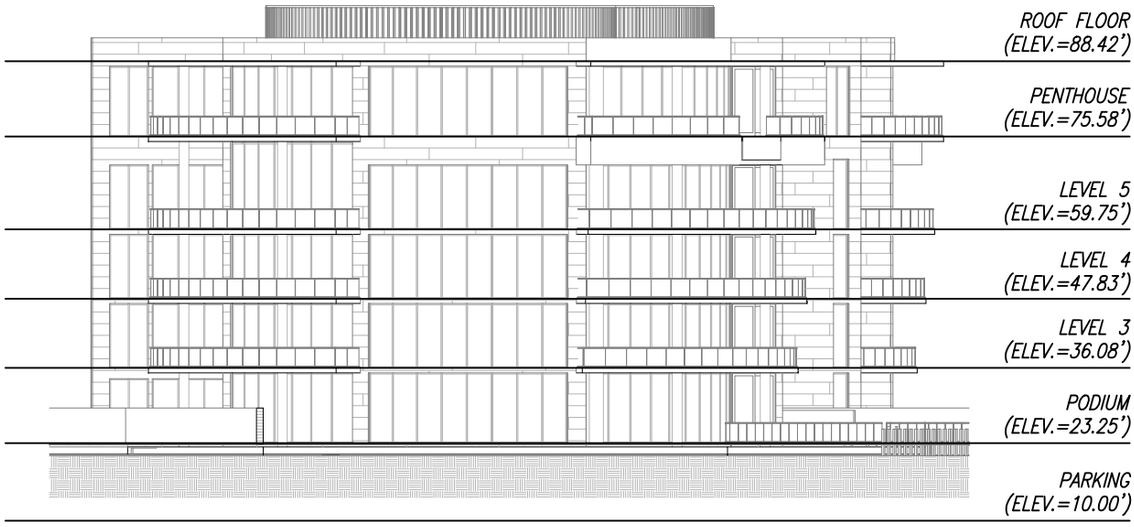

Graphic Scale

0 30

1 inch = 30 feet

ALL ELEVATIONS, AS SHOWN, ARE REFERENCED TO N.A.V.D. 88
(NORTH AMERICAN VERTICAL DATUM OF 1988)

Armand Building

Southeast Elevation

Residential Building 3

The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

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North

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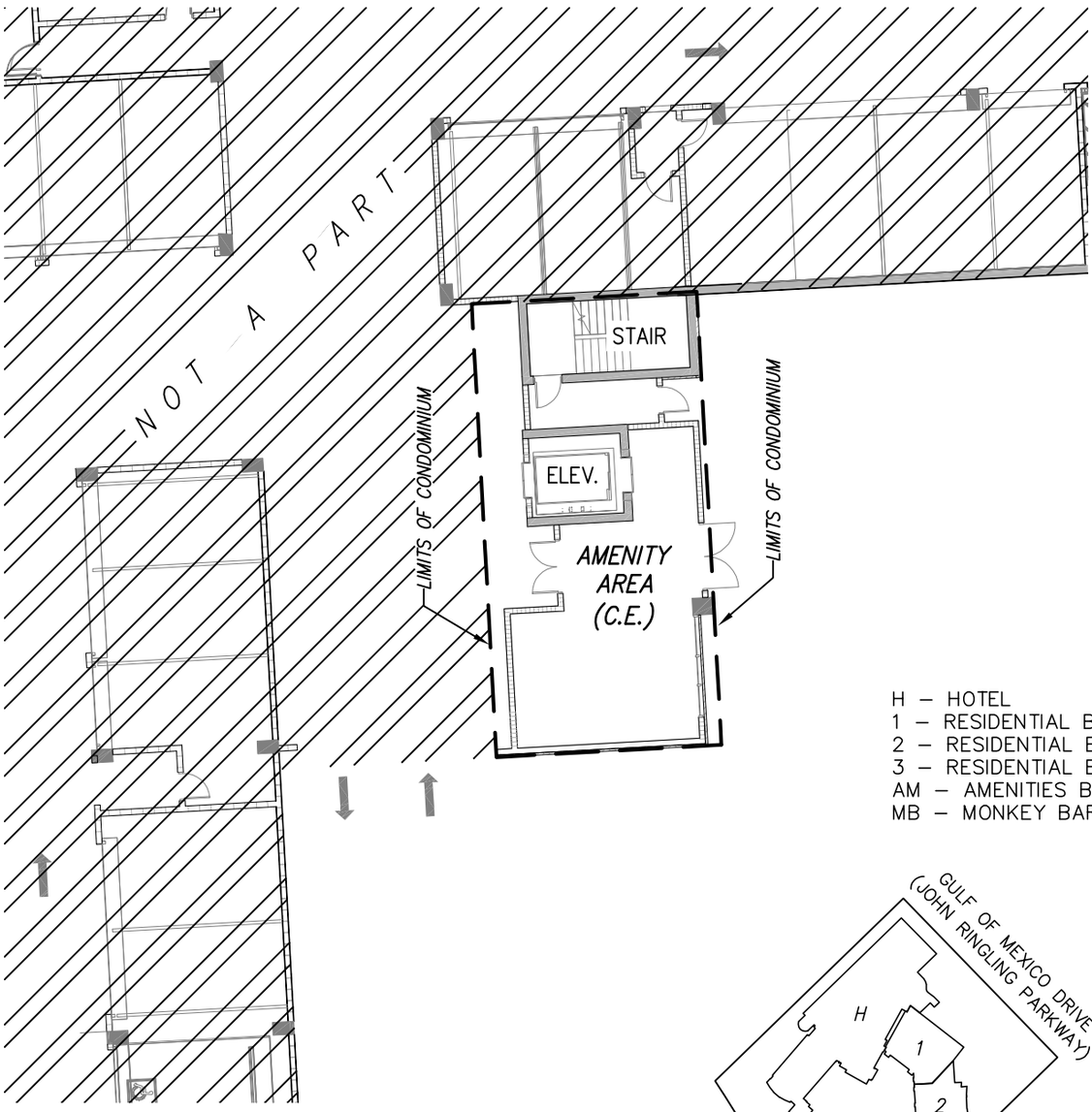

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR

Key Map
Scale: 1"=600'

Graphic Scale
0 20
1 inch = 20 feet

Lying generally below Elevation 22.58'
(North American Vertical Datum 1988)

North

Unit Boundaries
Amenity Area Parking Level
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit 2

Page ____

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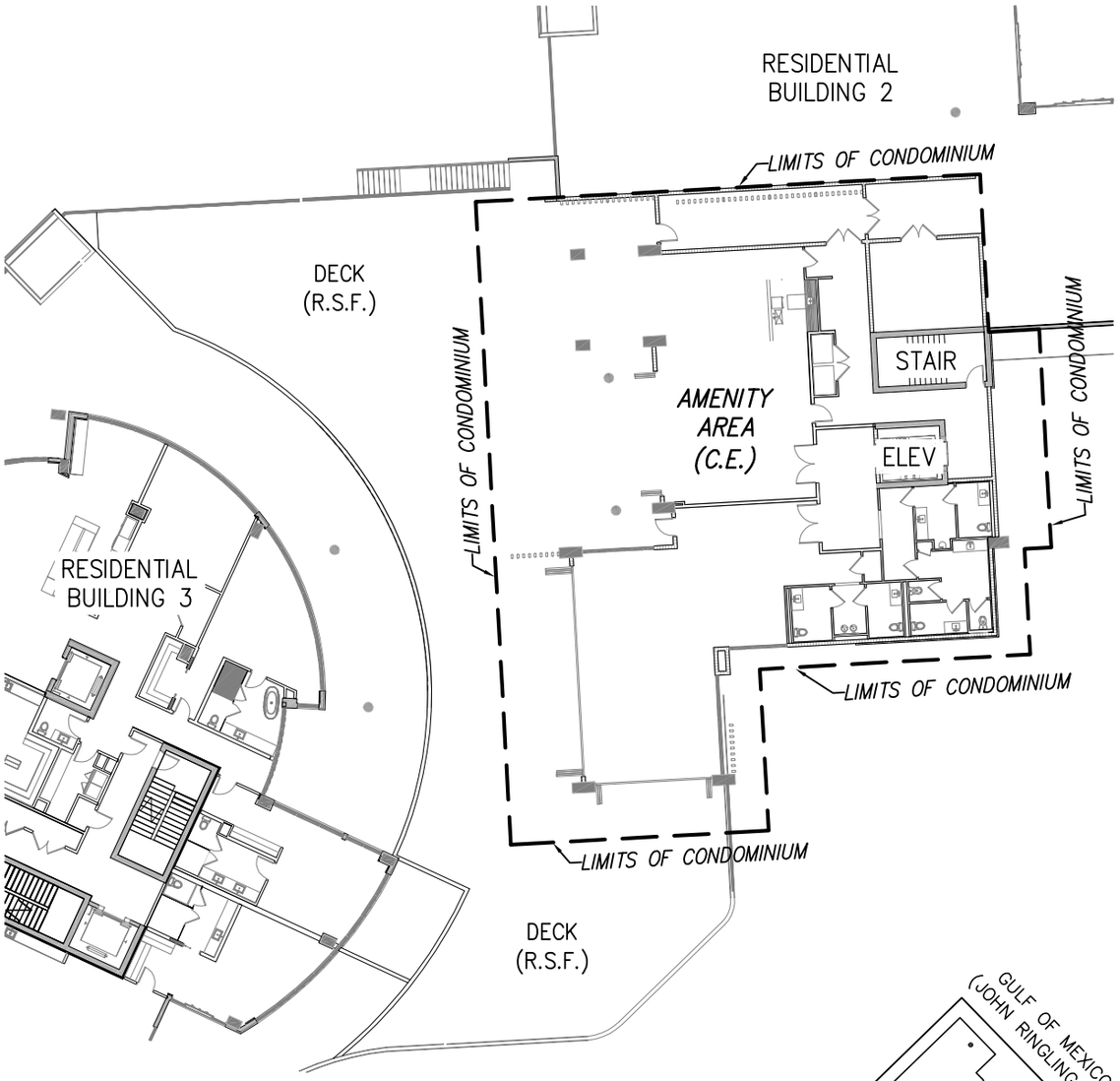

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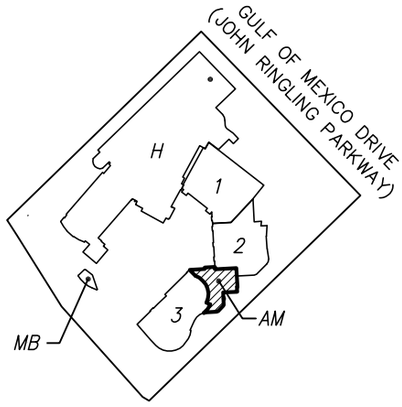

Key Map
Scale: 1"=600'

Graphic Scale
0 30
1 inch = 30 feet

Lying generally at and above Elevation 22.58' and below Elevation 37.91' (North American Vertical Datum 1988)

North

Unit Boundaries
Amenity Area Podium Level
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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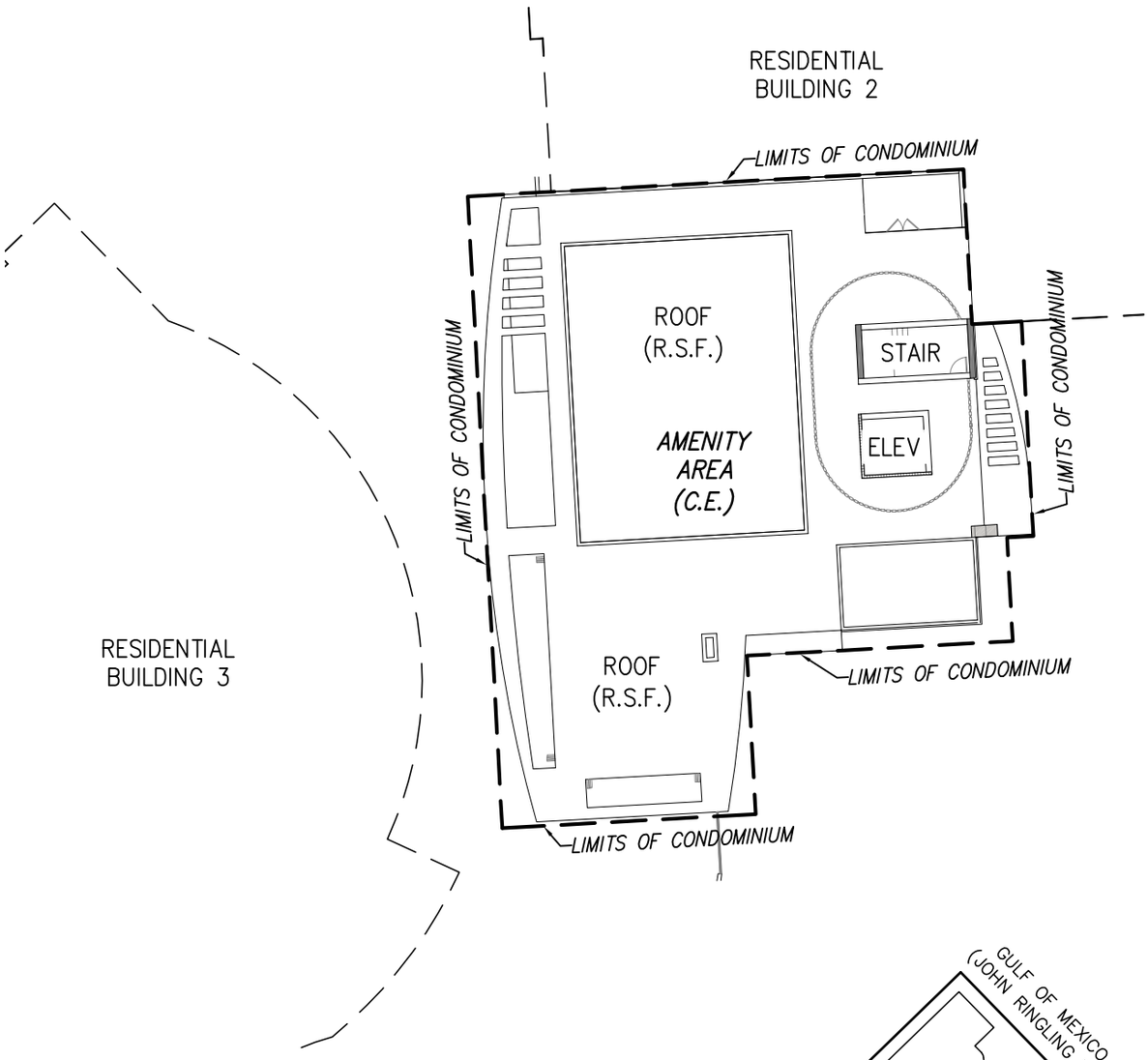

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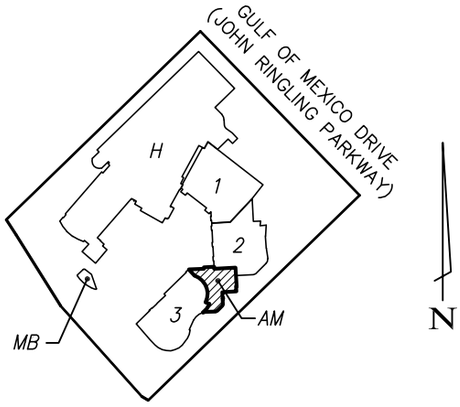

Key Map
Scale: 1"=600'

Graphic Scale
0 30
1 inch = 30 feet

Lying generally at and above Elevation 37.91' (North American Vertical Datum 1988)

North

Unit Boundaries
Amenity Area Roof Level
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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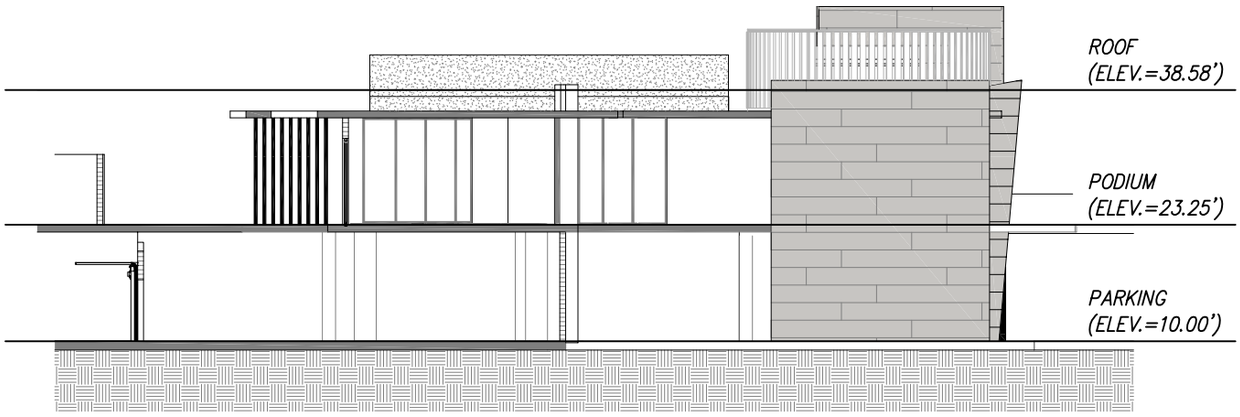

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0 20

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ALL ELEVATIONS, AS SHOWN, ARE REFERENCED TO N.A.V.D.88
(NORTH AMERICAN VERTICAL DATUM 1988)

Southeast Elevation
Amenity Area
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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On: September, 2020

Exhibit "3"

BY-LAWS
OF
THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY ASSOCIATION, INC.

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

1. Identity. These are the By-Laws of **THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY ASSOCIATION, INC.** (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation.

   1.1 Fiscal Year. The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year. The provisions of this Subsection 1.1 may be amended at any time by a majority of the Board of Directors.

   1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation of the Association.

2. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration of **THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY** (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires. For clarity, "Board", "Board of Directors" or "Board of Administration" shall refer to the Board of Directors.

3. Members.

   3.1 Annual Meeting. An annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and the location of the annual meeting shall be within 45 miles of the Condominium Property. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of October following the year in which the Declaration is filed.

   3.2 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to those agenda items specifically identified in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act. Notwithstanding the foregoing: (i) as to special meetings regarding the adoption of the Condominium's estimated operating budget, reference should be made to Section 12.1 of these By-Laws; and (ii) as to special meetings regarding recall of Board members, reference should be made to Section 4.3 of these By-Laws.

   3.3 Participation by Unit Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit a Unit Owner to speak on such items in its discretion. Every Unit Owner who desires to speak at a meeting, may do so, provided that the Unit Owner has filed a written request with the Secretary of the

Association not less than 24 hours prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Unit Owners speaking at a meeting shall be limited to no more and no less than three (3) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

(a) The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;

(b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting;

(c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and

(d) At least 48 hours (or 24 hours with respect to a Board meeting) prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.

3.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of members (annual or special), stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at least 14 continuous days before the meeting at a conspicuous place on the Condominium Property. The notice of an annual or special meeting shall be hand delivered, electronically transmitted or sent by regular mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as last furnished to the Association by the Unit Owner. However, if a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address initially identified for that purpose by the Developer and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or if the Owners disagree, notice shall be sent to the address for the Owner as set forth on the deed of the Unit. The posting and mailing of the notice for either special or annual meetings (other than election meetings), which notice shall incorporate an identification of agenda items, shall be effected not less than fourteen (14) continuous days before the date of the meeting. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium or Association Property where all notices of members' meetings shall be posted. In lieu of, or in addition to, the physical posting of notice of any meeting of the Unit Owners on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association, if any. However, if broadcast notice is used in lieu of a notice physically posted on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member), either in person or by proxy, shall constitute such member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association, or the manager or other person providing notice of the meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section and

Section 718.112(2)(d) of the Act, to each Unit Owner at the appropriate address for such Unit Owner. No other proof of notice of a meeting shall be required.

3.5 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of persons entitled to cast in excess of 33 1/3% of the votes of members entitled to vote at the subject meeting.

3.6 Voting.

(a) Number of Votes. In any meeting of members, the Owners of each Unit shall be entitled to cast the number of votes designated for their Unit as set forth in Section 6.3 of the Articles. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes entitled to be cast by the members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized voting interests present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

(c) Voting Member. If a Unit is owned by one person, that person's right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, partnership, limited liability company, trust or any other lawful entity, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by persons having lawful authority to bind the corporation, partnership, limited liability company, trust or other lawful entity and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

(d) Electronic Voting. The Association may conduct elections and other Unit Owner votes through an Internet-based online voting system if a Unit Owner consents, in writing, to online voting and if the following requirements are met: (1) the Association provides each Unit Owner with: (a) a method to authenticate the Unit Owner's identity to the online voting system; (b) for elections of the Board, a method to transmit an electronic ballot to the online voting system that ensures the secrecy and integrity of each ballot; and (c) a method to confirm, at least fourteen (14) days before the voting deadline, that the Unit Owner's electronic device can successfully communicate with the online voting system and (2) the Association uses an online voting system that is: (a) able to authenticate the Unit Owner's identity; (b) able to authenticate the validity of each electronic vote to ensure that the vote is not altered in transit; (c) able to transmit a receipt from the online voting system to each Unit Owner who casts an electronic vote; (d) for elections of the Board of Administration, able to permanently separate any authentication or identifying information from the

electronic election ballot, rendering it impossible to tie an election ballot to a specific Unit Owner; and (e) able to store and keep electronic votes accessible to election officials for recount, inspection, and review purposes. A Unit Owner voting electronically pursuant to this section shall be counted as being in attendance at the meeting for purposes of determining a quorum. A substantive vote of the Unit Owners may not be taken on any issue other than the issues specifically identified in the electronic vote, when a quorum is established based on Unit Owners voting electronically pursuant to this section. The electronic voting privileges described herein apply to an Association that provides for and authorizes an online voting system by a Board resolution. The Board resolution must provide that Unit Owners receive notice of the opportunity to vote through an online voting system, must establish reasonable procedures and deadlines for Unit Owners to consent, in writing, to online voting, and must establish reasonable procedures and deadlines for Unit Owners to opt out of online voting after giving consent. Written notice of a meeting at which the resolution will be considered must be mailed, delivered, or electronically transmitted to the Unit Owners and posted conspicuously on the Condominium Property or Association Property at least fourteen (14) days before the meeting. Evidence of compliance with the fourteen (14) day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the Official Records of the Association. Notice of any meeting in which regular or special assessments against Unit Owners are to be considered must specifically state that assessments will be considered and provide the estimated cost of description of the purposes for such assessments. A Unit Owner's consent to online voting is valid until the Unit Owner opts out of online voting according to the procedures established by the Board of Administration.

3.7 Proxies. Votes to be cast at meetings of the Association membership may be cast in person or by proxy. Except as specifically provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division. A voting interest or consent right allocated to a Unit owned by the Association may not be exercised or considered for any purpose, whether for a quorum, an election, or otherwise. Limited proxies shall be permitted to the extent permitted by the Act. A proxy, limited or general, may not be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required and may be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given and may be revoked at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Developer). If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.

3.8 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.

3.9 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

(a) Collect any ballots not yet cast;

(b) Call to order by President;

(c) Appointment by the President of a chairman of the meeting (who need not be a member or a Director);

(d) Appointment of inspectors of election;

(e) Counting of Ballots for Election of Directors;

(f) Proof of notice of the meeting or waiver of notice;

(g) Reading of minutes;

(h) Reports of officers;

(i) Reports of committees;

(j) Unfinished business;

(k) New business;

(l) Adjournment.

Such order and/or agenda items may be waived in whole or in part by direction of the chairman.

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

3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or which may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which all members (or authorized persons) entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association, the authorized agent of the Association or the Management Company. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, an authorized agent of the Association or the Management Company. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board consisting of three (3) members (each a “Director” and collectively, the “Directors”). The size of the Board may, however, be expanded from time to time as determined by the Board. Directors must be natural persons who are 18 years of age or older. A person who has been suspended or removed by the Division under Chapter 718, Florida Statutes or who is more than 90 days delinquent in the payment of any monetary obligation to the Association is not eligible for Board membership. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if

committed in this state, is not eligible for Board membership unless such felon's civil rights have been restored for a period of at least 5 years as of the date such person seeks election to the Board (provided, however, that the validity of any Board action is not affected if it is later determined that a Board member is ineligible for Board membership due to having been convicted of a felony). Co-owners of a Unit may not serve as members of the Board of Directors at the same time unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. Directors may not vote at Board meetings by proxy or by secret ballot.

4.2 Election of Directors. Election of Directors shall be held at the annual members' meeting, except as herein provided to the contrary. At least 60 days before a scheduled election, the Association shall mail, deliver, or electronically transmit, by separate Association mailing or included in another Association mailing, delivery, or transmission, including regularly published newsletters, to each Unit Owner entitled to a vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Secretary of the Association of his or her intent to be a candidate at least forty (40) days prior to the scheduled election and must be eligible to be a candidate to serve on the Board at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the Board. Together with the notice of meeting and agenda sent in accordance with Section 3.4 above, the Association shall then, mail, deliver or electronically transmit a second notice of the meeting, not less than fourteen (14) continuous days prior to the date of the meeting, to all Unit Owners entitled to vote therein, together with a ballot that lists all candidates. Upon request of a candidate, an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate, which must be furnished by the candidate to the Association at least thirty five (35) days before the election, must be included with the mailing, delivery or electronic transmission of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

The election of Directors shall be by written ballot or voting machine. Proxies may not be used in electing the Board at general elections or to fill vacancies caused by resignation or otherwise, provided, however, that limited proxies may be used to fill a vacancy resulting from the recall of a Director, in the manner provided by the rules of the Division. Elections shall be decided by a plurality of ballots and votes cast. There is no quorum requirement, however at least 20 percent of the eligible voters must cast a ballot in order to have a valid election. There shall be no cumulative voting. A Unit Owner shall not permit any other person to vote his or her ballot, and any ballots improperly cast are deemed invalid. A Unit Owner who violates this provision may be fined by the Association in accordance with Section 718.303, F.S. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Section 101.051, F.S. may obtain such assistance. The regular election must occur on the date of the annual meeting. Notwithstanding anything contained herein to the contrary, if and to the extent a vacancy occurs on the Board and/or additional Directors are to be elected in accordance herewith, the Board may, in its sole and absolute discretion, hold a meeting to elect the Directors prior to the annual meeting of the members.

Within 90 days after being elected or appointed to the Board, each newly elected or appointed Director shall certify in writing to the Secretary of the Association that he or she has read the Declaration, Articles of Incorporation, By-Laws and current written policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's members. In lieu of this written certification, within ninety (90) days after being elected or appointed to the Board, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved condominium education provider. within one (1) year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid and does not have to be resubmitted as long as the Director serves on the Board without interruption. A Director who fails to timely file the written certification or education certificate is suspended from service on the Board until he or she complies with the above

referenced requirement. The Board may temporarily fill the vacancy during the period of suspension. The Secretary shall cause the Association to retain a Director's written certification or educational certificate for inspection by the Members for 5 years after a Director's election or the duration of the Director's uninterrupted tenure, whichever is longer. Failure to have such written certification or educational certificate on file does not affect the validity of any Board action.

Notwithstanding the provisions of this Section 4.2, an election is not required if the number of vacancies equals or exceeds the number of candidates. For purposes of this paragraph, the term "candidate" means an eligible person who has timely submitted the written notice of his or her intention to become a candidate.

4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by members (as addressed in subsection (b) below), vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors at any Board meeting (even if the remaining Directors constitute less than a quorum), with the replacement Director serving the balance of the term of the vacating Board member, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.15 hereof shall be filled by the Developer.

(b) Subject to Section 718.301, F.S., any Director elected by the members (other than the Developer) may be recalled and removed with or without cause by concurrence of a majority of the voting interests of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. A special meeting of the Unit Owners to recall a member or members of the Board of administration may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting in whole or in part for this purpose.

(c) Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by members other than the Developer of the Condominium, neither the first Directors, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer.

(d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, and the remaining Directors fail to fill the vacancy by appointment of a Director in accordance with applicable law, then any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to the petition seeking receivership, the form of notice set forth in Section 718.1124, F.S. must be provided by the Unit Owner to the Association by certified mail or personal delivery, must be posted in a conspicuous place on the Condominium Property and must be provided by the Unit Owner to every other Unit Owner by certified mail or personal delivery. Notice by mail to a Unit Owner shall be sent to the address used by the county property appraiser for notice to the Unit Owner, except that where a Unit Owner's address is not publicly available the notice shall be mailed to the Unit. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, all Unit Owners shall be given written notice of such appointment as provided in Section 718.127, F.S. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees.

The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws and the court relieves the receiver of the appointment.

(e) An outgoing Board or Committee member must relinquish all official records and property of the Association in his or her possession or under his or her control to the incoming Board within 5 days after the election. Failure to comply with this subparagraph may subject the outgoing Board or Committee member to civil penalties as set forth in Section 718.501, F.S.

(f) An Association governing One Hundred Fifty (150) or more Units shall post digital copies of the documents specified in the Act on the Association's website. The Association's website must be (i) an independent website or web portal wholly owned and operated by the Association; or (ii) a website or web portal operated by a third-party provider with whom the Association owns, leases, rents, or otherwise obtains the right to operate a web page, subpage, web portal, or collection of subpages or web portals dedicated to the Association's activities and on which required notices, records, and documents may be posted by the Association. The Association's website must be accessible through the Internet and must contain a subpage, web portal, or other protected electronic location that is inaccessible to the general public and accessible only to Unit Owners and employees of the Association. Upon a Unit Owner's written request, the Association must provide the Unit Owner with a username and password and access to the protected sections of the Association's website that contain any notices, records, or documents that must be electronically provided.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall expire at the annual meeting and such Directors may stand for reelection. If the number of Board members whose terms expire at the annual meeting equals or exceeds the number of candidates, the candidates become members of the Board effective upon the adjournment of the annual meeting. A Board member may not serve more than 8 consecutive years unless approved by an affirmative vote of Unit Owners representing two-thirds of all votes cast in the election or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. If the number of Board members whose terms expire at the annual meeting equals or exceeds the number of candidates, the candidates become members of the Board effective upon the adjournment of the annual meeting. Any remaining vacancies shall be filled by the affirmative vote of the majority of the Directors making up the newly constituted Board even if the Directors constitute less than a quorum or there is only one Director. Notwithstanding the foregoing, any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment. The Directors calling the organizational meeting shall give at least three (3) days advance notice thereof, stating the time and place of the meeting.

4.6 Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. A Director's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such Director may vote as if physically present, provided that a speaker must be used so that the conversation of such Director may be heard by the Board or Committee members attending in person as well as by any Unit Owners present at the meeting. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners. Members of the Board may use e-mail as a means of communication but may not cast a vote on an Association matter via e-mail. A Unit Owner may tape record or videotape the meetings, in accordance with the rules of the Division. The right to attend such meetings includes

the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of all Board meetings, which must specifically identify all agenda items, must be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours before the meeting, except in the event of an emergency. If twenty percent (20%) of the voting interests petition the Board to address an item of business, the Board, within 60 days after receipt of the petition, shall place the item on the agenda at its next regular Board meeting or at a special meeting called for that purpose. An item not included on the notice may be taken up on an emergency basis by a vote of at least a majority plus one of the Board members. Such emergency action must be noticed and ratified at the next regular Board meeting. Notwithstanding the foregoing, written notice of a meeting of the Board at which a nonemergency Special Assessment, or an amendment to rules regarding unit use will be proposed, discussed or approved, must be mailed, delivered or electronically transmitted to all Unit Owners and posted conspicuously on the Condominium Property at least fourteen (14) days before the meeting. Evidence of compliance with this fourteen (14) day notice requirement must be made by an affidavit executed by the Secretary of the Association and filed with the official records of the Association. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium or Association Property where all notices of Board and/or Committee meetings must be posted. If there is no Condominium Property or Association Property where notices can be posted, notices shall be mailed, delivered, or electronically transmitted to each Unit Owner at least 14 days before the meeting. In lieu of or in addition to the physical posting of the notice, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association, if any. However, if broadcast notice is used in lieu of a notice physically posted on Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. If broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors or where required by the Act. A Director or member of a Committee of the Board of Directors may submit in writing his or her agreement or disagreement with any action taken at a meeting that such individual did not attend. This agreement or disagreement may not be used as a vote for or against the action taken or to create a quorum. A Director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to such action. A vote or abstention for each member present shall be recorded in the minutes. Directors may not vote by proxy or by secret ballot at board meetings, except that officers may be elected by secret ballot.

4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

4.8 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.

4.9 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted

as long as notice of such business to be conducted at the rescheduled meeting is given, if required (e.g., with respect to budget adoption).

4.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not be used as a vote for or against any particular action taken and shall not allow the applicable Director to be counted as being present for purposes of quorum.

4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Unit Owner to preside).

4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

(a) Proof of due notice of meeting;

(b) Reading and disposal of any unapproved minutes;

(c) Reports of officers and committees;

(d) Election of officers;

(e) Unfinished business;

(f) New business;

(g) Adjournment.

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

4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

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

4.15 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three Directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium. If Unit Owners other than the Developer own 15 percent or more of the Units in a Condominium that will be operated ultimately by an Association, the Unit Owners other than the Developer are entitled to elect at least one-third of the members of the Board of Administration of the Association. Unit Owners other than the Developer are entitled to elect at least a majority of the members of the Board of Administration of an Association, upon the first to occur of any of the following events: (a) three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; (e) when the Developer files a petition seeking protection in bankruptcy; (f) when a receiver for the Developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the Association or its members; or (g) seven years after

the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the Condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a Unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a Unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit, whichever occurs first.

The Developer is entitled to elect at least one member of the Board of Administration of an association as long as the Developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the Association. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Administration.

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

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give at least sixty (60) days' notice of an election for the member or members of the Board of Directors. The notice may be given by any Unit Owner if the Association fails to do so.

At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall relinquish control of the Association and such Unit Owners shall accept control. At that time (except as to subparagraph (g), which may be ninety (90) days thereafter) Developer shall deliver to the Association, at Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable to the Condominium:

(a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.

(b) A certified copy of the Articles of Incorporation.

(c) A copy of the By-Laws.

(d) The minute book, including all minutes, and other books and records of the Association.

(e) Any rules and regulations that have been promulgated.

(f) Resignations of resigning officers and Board members who were appointed by the Developer.

(g) The financial records, including financial statements of the Association, and source documents from the incorporation of the Association through the date of the turnover. The records must be audited for the period from the incorporation of the Association or from the period covered by the last audit, if applicable, by an independent certified public accountant. All financial statements must be prepared in accordance with generally accepted accounting principles and must be audited in accordance with generally accepted auditing standards as prescribed by the Florida Board of Accountancy. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments.

(h) Association funds or the control thereof.

(i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.

(j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.

(k) A list of the names and addresses of all contractors, subcontractors and suppliers utilized in the construction or remodeling of the Improvements and the landscaping of the Condominium and/or Association Property, which the Developer had knowledge of at any time in the development of the Condominium.

(l) Insurance policies.

(m) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property.

(n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.

(o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

(p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

(q) Leases of the Common Elements and other leases to which the Association is a party, if applicable.

(r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

(s) All other contracts to which the Association is a party.

(t) A report included in the official records, under seal of an architect or engineer authorized to practice in Florida, attesting to required maintenance, useful life,

and replacement costs of the following applicable Common Elements comprising a turnover inspection report:

(i) Roof

(ii) Structure

(iii) Fireproofing and fire protection systems.

(iv) Elevators

(v) Heating and cooling systems

(vi) Plumbing

(vii) Electrical systems

(viii) Swimming pool or spa and equipment

(ix) Seawalls

(x) Pavement and parking areas

(xi) Drainage Systems

(xii) Painting

(xiii) Irrigation systems

(u) A copy of the certificate of a surveyor and mapper recorded pursuant to Section 718.104(4)(e), F.S. or the recorded instrument that transfers title to a Unit which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such Unit, which ever occurred first.

5. Authority of the Board.

5.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), all those set forth in the Act, in Chapter 617, F.S., in the Declaration and/or Articles and the following:

(a) Operating and maintaining all Common Elements and the Association Property.

(b) Determining the expenses required for the operation of the Association and the Condominium.

(c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements and the Association Property.

(d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium and Association Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 16 hereof.

(e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(f) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.

(g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, all in the name of the Association, or its designee. However, a Director, manager or management company may not purchase a Unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid assessments or take title by deed in lieu of foreclosure.

(h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.

(i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

(j) Obtaining and reviewing insurance for the Condominium and Association Property.

(k) Making repairs, additions and improvements to, or alterations of, Common Elements and Association Property, and repairs to and restoration of Common Elements and Association Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

(m) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall be levied except after giving reasonable notice (in no event less than 14 days advance written notice) and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. The hearing must be held before a committee of other Unit Owners who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee. If the committee does not agree with the fine, the fine may not be levied. No fine may exceed $100.00 per violation, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided however, that no such fine shall in the aggregate exceed $1,000.00. No fine shall become a lien upon a Unit.

(n) Purchasing or leasing Units for use by resident superintendents and other similar persons or for the general use and enjoyment of the Unit Owners.

(o) Borrowing money on behalf of the Association or the Condominium when required in connection with the operation, care, upkeep and maintenance of Common Elements (if the need for the funds is unanticipated) or the acquisition of real property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed $100,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph 5.1(n) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Unit. Notwithstanding the foregoing, the restrictions on borrowing contained in this subparagraph 5.1(n) shall not apply if such indebtedness is entered into for the purpose of financing insurance premiums and/or for the purpose of responding to emergency situations which may arise with respect to the Common Elements and/or Condominium Property, which action may be undertaken solely by the Board of Directors, without requiring a vote of the Unit Owners.

(p) Subject to the provisions of Section 5.2 below, contracting for the management and maintenance of the Condominium and Association Property and authorizing the Management Company or a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles, these By-Laws and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(q) At its discretion, but within the parameters of the Act, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use.

(r) Executing all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit Owner by acceptance of a lien on said Unit, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(s) Responding to Unit Owner inquiries in accordance with Section 718.112(2)(a)2, F.S.

(t) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.

(u) Those certain emergency powers granted pursuant to Section 718.1265, F.S.

5.2 Contracts. Any contract which is not to be fully performed within one (1) year from the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. Where a contract for purchase, lease or renting materials or equipment, or for the provision of services, requires payment by the Association on behalf of the Condominium in the aggregate exceeding five percent (5%) of the total annual budget of the Association (including reserves), the Association shall obtain competitive bids for the materials, equipment or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association and contracts for attorney, accountant, architect, community association manager, engineering and landscape architect services shall not be subject to the provisions hereof. Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within the County.

Notwithstanding anything herein to the contrary, as to any contract or other transaction between an Association and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested, the Association shall comply with the requirements of Section 617.0832, F.S. and Section 718.3026, F.S.

5.3 Conflicts of Interest. Directors and officers of the Association, and the relatives of such Directors and officers, must disclose to the Board any activity that may reasonably be construed to be a conflict of interest. A rebuttable presumption of a conflict of interest exists if any of the following occurs without prior notice, as required below: (a) a Director or an officer, or a relative of a Director or an officer, enters into a contract for goods or services with the Association; or (b) a Director or an officer, or a relative of a

Director or an officer, holds an interest in a corporation, limited liability corporation, partnership, limited liability partnership, or other business entity that conducts business with the Association or proposes to enter into a contract or other transaction with the Association. If a Director or an officer, or a relative of a Director or an officer, proposes to engage in an activity that is a conflict of interest, as described above, the proposed activity must be listed on, and all contracts and transactional documents related to the proposed activity must be attached to, the meeting agenda. If the Board votes against the proposed activity, the Director or an officer, or the relative of the Director or officer, must notify the Board in writing of his or her intention not to pursue the proposed activity or to withdraw from office. If the Board finds that an officer or a Director has violated this subsection, the officer or Director shall be deemed removed from office. The vacancy shall be filled according to general law. A Director or an officer, or a relative of a Director or officer, who is a party to, or has an interest in, an activity that is a possible conflict of interest, as described above, may attend the meeting at which the activity is considered by the Board and is authorized to make a presentation to the Board regarding the activity. After the presentation, the Director or officer, or the relative of the Director or officer, must leave the meeting during the discussion of, and the vote on, the activity. A Director or an officer who is a party to, or has an interest in, the activity must recuse himself or herself from the vote. A contract entered into between a Director or an officer, or a relative of a Director or an officer, and the Association that has not been properly disclosed as a conflict of interest or potential conflict of interest as required by Section 718.111(12)(g), Florida Statutes is voidable and terminates upon the filing of a written notice terminating the contract with the Board which contains the consent of at least twenty percent (20%) of the voting interests of the Association. As used in this section, the term "relative" means a relative within the third degree of consanguinity by blood or marriage.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of the Developer, must be Unit Owners (or authorized representatives of corporate/partnership/trust Unit Owners).

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident

to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

7. Fiduciary Duty. The Directors and officers of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Unit Owners. An officer, Director or manager may not solicit, offer to accept, or accept any good or service of value or kickback for which consideration has not been provided for his own benefit or for the benefit of a member of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, Director or manager who knowingly so solicits, offers to accept or accepts any thing or service of value or kickback shall, in addition to all other rights and remedies of the Association and Unit Owners, be subject to a civil and/or criminal penalty in accordance with the Act. Notwithstanding the foregoing, this paragraph shall not prohibit an officer, Director or manager from accepting services or items received in connection with trade fairs or education programs.

An officer, Director, or agent shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the interests of the Association. An officer, Director, or agent shall be liable for monetary damages as provided in Section 617.0834, F.S. if such officer, Director, or agent breached or failed to perform his or her duties and the breach of, or failure to perform, his or her duties constitutes a violation of criminal law as provided in Section 617.0834, F.S; constitutes a transaction from which the officer or Director derived an improper personal benefit, either directly or indirectly; or constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Forgery of a ballot envelope or voting certificate used in an election of the Association is punishable as provided in Section 831.01, Florida Statutes, the theft or embezzlement of funds of the Association is punishable as provided in Section 812.014, Florida Statutes, and the destruction of or the refusal to allow inspection or copying of an Official Record of the Association that is accessible to Unit Owners within the time periods required by general law in furtherance of any crime is punishable as tampering with physical evidence as provided in Section 918.13, Florida Statutes or as obstruction of justice as provided in Chapter 843, Florida Statutes. An officer or Director charged by information or indictment with a crime referenced in this paragraph must be removed from office, and the vacancy shall be filled as provided in Section 718.112(2)(d)2, Florida Statutes, until the end of the officer's or Director's period of suspension or the end of his or her term of office, whichever occurs first. If a criminal charge is pending against the officer or Director, he or she may not be appointed or elected to a position as an officer or a Director of the Association and may not have access to the Official Records of the Association, except pursuant to a court order. However, if the charges are resolved without a finding of guilt, the officer or Director must be reinstated for the remainder of his or her term of office, if any. The Association may not employ or contract with any service provider that is owned or operated by a Director or with any person who has a financial relationship with a Director or officer, or a relative within the third degree of consanguinity by blood or marriage of a Director or officer. This foregoing sentence does not apply to a service provider in which a Director or officer, or a relative within the third degree of consanguinity by blood or marriage of a Director or officer, owns less than 1 percent of the equity shares.

8. Director or Officer Delinquencies. Any Director or officer more than 90 days delinquent in the payment of any monetary obligation due to the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

9. Director or Officer Offenses. Any Director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall be removed from office, creating a vacancy in the office to be filled according to law until the end of the period of suspension or the end of the Director's term of office, whichever occurs first. While such Director or officer has such criminal charge pending, he or she may not be appointed or elected to a position as a Director or officer. However, if the charges are resolved without a finding of guilt, the Director or officer shall be reinstated for the remainder of his or her term.

10. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director

or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

11. Resignations. Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. If at any time, a Director, other than a Director representing the Developer, sells his or her Unit (or as to a Unit owned by an entity, sells his or her equitable or beneficial ownership interest in the Unit Owner), then upon the closing on the sale of that Unit (or the equitable or beneficial ownership interest), the Director shall be deemed to have tendered his or her resignation.

12. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

12.1 Budget.

(a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(21) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium(s) and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition, if the Association maintains Limited Common Elements with the cost to be shared only by those entitled to use the Limited Common Elements, the budget or a schedule attached to it must show the amount budgeted for this maintenance. In addition to annual operating expenses, the budget must include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts must include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost, and for any other item that has a deferred maintenance expense or replacement cost that exceeds $10,000.00. The amount of reserves must be computed using a formula based upon the estimated remaining useful life and the estimated replacement cost of each reserve item. The Association may adjust replacement and reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote to waive reserves or reduce the funding of reserves through the period expiring at the end of the second fiscal year after the fiscal year in which the certificate of a surveyor and mapper is recorded pursuant to Section 718.104(4)(e), F.S. or an instrument that transfers title to a Unit in the Condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit is recorded, whichever occurs first, with the vote taken each fiscal year and to be effective for only one annual budget, after which time and until transfer of control of the Association to Unit Owners other than the Developer, reserves may only be waived or reduced upon the vote of a majority of all non-Developer voting interests voting in person or by limited proxy at a duly called meeting of the Association. Following transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote its voting interest to waive or reduce the funding of reserves. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves included in the budget shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and may be used only for authorized reserve expenditures, unless their use for any other purposes is approved in advance by a majority vote at a duly called meeting of the Association. Prior to transfer of control of the Association to Unit Owners other than the Developer, the

Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-Developer voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

The only voting interests which are eligible to vote on questions that involve waiving or reducing the funding of reserves, or using existing reserve funds for purposes other than purposes for which the reserves were intended, are the voting interests of the Units subject to Assessment to fund the reserves in question. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letter in a font size larger than any other used on the face of the proxy ballot: WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.

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

(i) Notice of Meeting. A copy of the proposed budget of estimated revenues and expenses shall be hand delivered, mailed or electronically transmitted to each Unit Owner (at the address last furnished to the Association) not less than fourteen (14) days before the date of the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

(ii) Special Membership Meeting. If the Board of Directors adopts in any fiscal year an annual budget which requires Assessments against Unit Owners which exceed one hundred fifteen percent (115%) of such Assessments for the preceding fiscal year, the Board of Directors shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board of Directors receives, within twenty-one (21) days following the adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days following the adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board of Directors shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board of Directors shall take effect as scheduled.

(iii) Determination of Budget Amount. Any determination of whether Assessments exceed one hundred fifteen percent (115%) of Assessments for the preceding fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board of Directors does not expect to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property.

(iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior fiscal year's Assessments, as herein defined, without the approval of a majority of all voting interests.

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 12.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection.

12.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 12.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

12.3 Special Assessments and Assessments for Capital Improvements. Special Assessments and Capital Improvement Assessments (as defined in the Declaration) shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. The specific purpose or purposes of any Special Assessment, including any contingent Special Assessment levied in conjunction with the purchase of an insurance policy authorized by Section 718.111(11), Florida Statutes, approved in accordance with the Declaration, Articles and By-Laws, shall be set forth in a written notice of such Assessment sent or delivered to each Unit Owner. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future Assessments.

12.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida, which bank or banks must be insured by the FDIC, as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Board of Directors. All sums collected by the Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors. In addition, a separate reserve account should be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance. Reserve and operating funds of the Association shall not be commingled unless combined for investment purposes, provided that the funds so commingled shall be accounted for separately and the combined account balance of such commingled funds may not, at any time, be less than the amount identified as reserve funds in the combined account. An association and its officers, Directors, employees, and agents may not use a debit card issued in the name of the Association, or billed directly to the Association, for the payment of any Association expense. Use of a debit card issued in the name of the Association, or billed

directly to the Association, for any expense that is not a lawful obligation of the Association may be prosecuted as credit card fraud pursuant to Section 817.61, Florida Statutes.

12.5 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors, Management Company (to the extent such power has been delegated to the Management Company) or the Association's agent may accelerate the balance of the current budget years' Assessments upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim of lien, and the then unpaid balance of the current budget years' Assessments shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.

12.6 Fidelity Insurance or Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds, which shall include, without limitation, those individuals authorized to sign checks on behalf of the Association and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond shall be in such amount as shall be determined by a majority of the Board, but must be sufficient to cover the maximum funds that will be in the custody of the Association, its management agent or the Management Company at any one time. The premiums on such bonds and/or insurance shall be paid by the Association as a Common Expense.

12.7 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare and complete, or contract for the preparation and completion of a financial report for the preceding fiscal year (the "Financial Report"). Within twenty-one (21) days after the final Financial Report is completed by the Association, or received from a third party, but not later than one hundred twenty (120) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, a copy of the most recent Financial Report to each Unit Owner, or a notice that a copy of the most recent Financial Report will be mailed or hand delivered to the Unit Owner, without charge, within five (5) business days after receipt of a written request from the Unit Owner.

The Financial Report shall be prepared in accordance with the rules adopted by the Division. The type of Financial Report to be prepared must, unless modified in the manner set forth below, be based upon the Association's total annual revenues, as follows:

(a) REPORT OF CASH RECEIPTS AND EXPENDITURES – if the Association's revenues are less than $150,000.00 [or, if determined by the Board, the Association may prepare any of the reports described in subsections (b), (c) or (d) below in lieu of the report described in this section (a)].

(b) COMPILED FINANCIAL STATEMENTS – if the Association's revenues are equal to or greater than $150,000.00, but less than $300,000.00 [or, if determined by the Board, the Association may prepare any of the reports described in subsections (c) or (d) below in lieu of the report described in this section (b)].

(c) REVIEWED FINANCIAL STATEMENTS – if the Association's revenues are equal to or greater than $300,000.00, but less than $500,000.00 [or, if determined by the Board, the Association may prepare the report described in subsection (d) below in lieu of the report described in this section (c)].

(d) AUDITED FINANCIAL STATEMENTS – if the Association's revenues are equal to or exceed $500,000.00.

A report of cash receipts and expenditures must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the Association maintains reserves.

If approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may prepare: (i) a report of cash receipts and expenditures in lieu of a complied, reviewed, or audited financial statement; (ii) a report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or (iii) a report of cash receipts and expenditures, a compiled financial statement or a reviewed financial statement in lieu of an audited financial statement. Such meeting and approval must occur before the end of the fiscal year and is effective only for the fiscal year in which the vote is taken, except that the approval may also be effective for the following fiscal year. If the Developer has not turned over control of the Association, all Unit Owners, including the Developer, may vote on issues related to the preparation of the Association's financial reports, from the date of incorporation of the Association through the end of the second fiscal year after the fiscal year in which the certificate of a surveyor and mapper is recorded pursuant to Section 718.104(4)(e), F.S. or an instrument that transfers title to a Unit in the Condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such Unit is recorded, whichever occurs first. Thereafter, until control of the Association has been turned over to Unit Owners other than the Developer, all Unit Owners except for the Developer may vote on such issues. Any audit or review prepared under this Section shall be paid for by the Developer if done before turnover of control of the Association. A Unit Owner may provide written notice to the Division of the Association's failure to mail or hand deliver him or her a copy of the most recent Financial Report within five (5) business days after he or she submitted a written request to the Association for a copy of such Financial Report. If the Division determines that the Association failed to mail or hand deliver a copy of the most recent Financial Report to the Unit Owner, the Division shall provide written notice to the Association that the Association must mail or hand deliver a copy of the most recent Financial Report to the Unit Owner and the Division within five (5) business days after it receives such notice from the Division. An Association that fails to comply with the Division's request may not waive the financial reporting requirements provided in the Act for the fiscal year in which the Unit Owner's request was made and the following fiscal year. A Financial Report received by the Division pursuant to this section shall be maintained and the Division shall provide a copy of such Financial Report to an Association Member upon his or her request.

12.8 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration.

12.9 Notice of Meetings. Notice of any meeting which regular or Special Assessments against Unit Owners are to be considered for any reason shall specifically state that Assessments will be considered and the nature, estimated cost, and description of the purposes of such Assessments.

13. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Unit Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

14. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of members or Directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.

15. Amendments. Except as may be provided in the Declaration to the contrary, these By-Laws may be amended in the following manner:

15.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

15.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. The approval must be:

(a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or

(b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 80% of the votes of the members of the Association voting in person or by proxy at a meeting at which a quorum has been attained.

15.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

15.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.

16. Rules and Regulations. The Board of Directors may, from time to time, adopt, and thereafter, modify, amend or add to rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such rules and/or modifications, amendments or additions thereto. Copies of any rules or any modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

17. Nonbinding Arbitration of Disputes. Prior to the institution of court litigation, the parties to a Dispute shall petition the Division for nonbinding arbitration. The arbitration shall be conducted according to rules promulgated by the Division and before arbitrators employed by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the parties in writing, and shall be deemed final if a complaint for trial de novo is not filed in a court of competent jurisdiction in which the Condominium is located within thirty (30) days following the issuance of the arbitration decision. The prevailing party in the arbitration proceeding shall be awarded the costs of the arbitration, and attorneys' fees and costs incurred in connection with the proceedings. The party who files a complaint for a trial de novo shall be charged the other party's arbitration costs, courts costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration decision, if the judgment

upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for a trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.

18. Written Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of such inquiry and more particularly in the manner set forth in Section 718.112(2)(a)2, Florida Statutes. The Association may, through its Board, adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries.

19. Official Records. From the inception of the Association, the Association shall maintain for the Condominium, a copy of each of the following, if applicable, which constitutes the official records of the Association:

(a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act;

(b) A photocopy of the recorded Declaration and all amendments thereto;

(c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;

(d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;

(e) A copy of the current rules and regulations of the Association;

(f) A book or books that contain the minutes of all meetings of the Association, the Board of Directors, and the Unit Owners, which minutes must be retained for at least 7 years;

(g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers. The Association shall also maintain the electronic mailing addresses and facsimile numbers of Unit Owners consenting to receive notice by electronic transmission. The electronic mailing addresses and facsimile numbers are not accessible to Unit Owners if consent to receive notice by electronic transmission is not provided in accordance with the provisions below. However, the Association shall not be liable for an inadvertent disclosure of the electronic mail address or facsimile number for receiving electronic transmission of notices;

(h) All current insurance policies of the Association and of the Condominium;

(i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;

(j) Bills of Sale or transfer for all property owned by the Association;

(k) Accounting records for the Association and the accounting records for the Condominium. All accounting records must be maintained for at least 7 years. Any person who knowingly or intentionally defaces or destroys such records, or who knowingly or intentionally fails to create or maintain such records with the intent of causing harm to the Association or one or more of its members, is personally subject to civil penalty pursuant to Section 718.501(1)(d). The accounting records must include, but not be limited to:

(i) Accurate, itemized, and detailed records for all receipts and expenditures.

(ii) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid on the account, and the balance due.

(iii) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

(iv) All contracts for work to be performed. Bids for work to be performed are also considered official records and must be maintained for a period of 1 year;

(l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections which must be maintained for 1 year from the date of the meeting to which the document relates;

(m) All rental records if the Association is acting as agent for the rental of Units;

(n) A copy of the current question and answer sheet as described in Section 718.504, F.S. in the form promulgated by the Division, which shall be updated annually;

(o) All other records of the Association not specifically listed above which are related to the operation of the Association; and

(p) A copy of the inspection report as described in Section 718.301(4)(p), F.S.

The official records of the Association identified in (a) through (f) above must be permanently maintained from inception of the Association. All other official records must be maintained within the State for at least seven (7) years, unless otherwise provided by general law. The records of the Association shall be made available to a Unit Owner within 45 miles of the Condominium Property or within the County in which the Condominium is located within ten (10) working days after receipt of a written request by the Board or its designee.

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, of the Member or authorized representative of such Member. A renter of a Unit has a right to inspect and copy the Association's Bylaws and rules. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying. The failure of an Association to provide official records to a Unit Owner or his authorized representative within ten (10) working days after receipt of a written request therefor creates a rebuttable presumption that the Association willfully failed to comply with this paragraph. A Unit Owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply. Minimum damages are $50 per calendar day for up to 10 days, beginning on the 11th working day after receipt of the written request. Failure to permit inspection entitles any person prevailing in an enforcement action to recover reasonable attorney fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. Any person who knowingly or intentionally defaces or destroys accounting records required by the Act to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the Association or one of its members. F.S., is personally subject to civil penalty pursuant to Section 718.501(1)(d),F.S. The Association shall maintain on the Condominium Property an adequate number of copies of the Declaration, Articles, By-Laws and rules, and all amendments to the foregoing, as well as the question and answer sheet as described in Section 718.504, F.S. and year-end financial information required by the Act, to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those persons requesting same. The Association shall allow a member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the member or his or her authorized representative with a copy of such records. The Association may not charge a member or his or her authorized representative for the use of a

portable device. Notwithstanding this Section 19, the following records are not to be accessible to Unit Owners:

(i) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege including any record prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

(ii) Information obtained by an Association in connection with the approval of the lease, sale or other transfer of a Unit.

(iii) Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with an Association employee or management company, or budgetary or financial records that indicate compensation paid to an Association employee.

(iv) Medical records of Unit Owners

(v) Social security numbers, driver's license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a Unit Owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person excluding the person's name, Unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the Association to fulfill the Association's notice requirements. Notwithstanding the restrictions in this subparagraph, the Association may print and distribute to Unit Owners a directory containing the name, parcel address, and all telephone numbers of each Unit Owner. However, a Unit Owner may exclude his or her telephone numbers from the directory by so requesting in writing to the Association. A Unit Owner may consent in writing to the disclosure of other contact information described in this subparagraph. The Association is not liable for the inadvertent disclosure of information that is protected under this subparagraph if the information is included in an official record of the Association and is voluntarily provided by a Unit Owner and not requested by the Association.

(vi) Electronic security measures that are used by the Association to safeguard data, including passwords.

(vii) The software and operating system used by the Association which allow the manipulation of data, even if the owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

20. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units to the applicable condominium fire and life safety code.

21. Website. To the extent required by the Act, the Association shall post digital copies of the documents specified in the Act on the Association's website. The Association's website must be (i) an independent website or web portal wholly owned and operated by the Association; or (ii) a website or web portal operated by a third-party provider with whom the Association owns, leases, rents, or otherwise obtains the right to operate a web page, subpage, web portal, or collection of subpages or web portals dedicated to the Association's activities and on which required notices, records, and documents may be posted by the Association. The Association's

website must be accessible through the Internet and must contain a subpage, web portal, or other protected electronic location that is inaccessible to the general public and accessible only to Unit Owners and employees of the Association. Upon a Unit Owner's written request, the Association must provide the Unit Owner with a username and password and access to the protected sections of the Association's website that contain any notices, records, or documents that must be electronically provided.

22. Provision of Information to Purchasers or Lienholders. Neither the Association, its authorized agent nor the Management Company shall be required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by the Act to be made available or disclosed. The Association, its authorized agent or the Management Company shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder, or the current Unit Owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee shall not exceed the maximum permitted by applicable law from time to time, plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the Association's response.

23. Electronic Transmission. For purposes hereof, "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmissions of images, and text that is sent via electronic mail between computers. Notwithstanding the provision for electronic transmission of notices by the Association, same may be only be sent to Unit Owners that consent to receipt of Association notices by electronic transmission (and only for long as such consent remains in effect). Further, in no event may electronic transmission be used as a method of giving notice of a meeting called in whole or in part regarding the recall of a Director.

24. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. To the extent not otherwise provided for or addressed in these By-Laws, the By-Laws shall be deemed to include the provisions of Section 718.112(2) of the Act.

25. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

The foregoing was adopted as the By-Laws of **THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY ASSOCIATION, INC.,** a corporation not for profit under the laws of the State of Florida, as of the _____ day of _____, 20___.

Approved:

_____
Charles Whittall, President

_____
Dale Fitch, Secretary

Exhibit "4"

ARTICLES OF INCORPORATION
OF
THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1
NAME

The name of the corporation shall be **THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

ARTICLE 2
OFFICE

The principal office and mailing address of the Association shall be at _____, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

ARTICLE 3
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of that certain condominium located in Sarasota County, Florida, and known as **THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY** (the "Condominium").

ARTICLE 4
DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Condominium to be recorded in the Public Records of Sarasota County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 5
POWERS

The powers of the Association shall include and be governed by the following:

5.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration, the By-Laws or the Act.

5.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act and in Section 617, Florida Statutes, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), all of the powers and duties set forth in the Declaration and all of the powers and duties reasonably necessary to operate the Association pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time.

5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

5.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers,

and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

ARTICLE 6
MEMBERS

6.1 Membership. The members of the Association shall consist of all of the record title owners of Units from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.

6.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

6.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

6.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 7
TERM OF EXISTENCE

The Association shall have perpetual existence, unless dissolved in accordance with applicable law. In the event that the Association is dissolved, and to the extent that responsibility for the surface water management system is the responsibility of the Association, then the property consisting of the surface water management system and the right of access to the portions of the Condominium Property containing the surface water management system shall be conveyed to an appropriate agency of local government. If it is not accepted, then the surface water management system must be dedicated to a similar not for profit corporation.

ARTICLE 8
INCORPORATOR

The name and address of the Incorporator of this Corporation is:

Name	Address
Charles Whittall	7940 Via Dellagio Way, Ste. 200 Orlando, FL 32819

ARTICLE 9
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Charles Whittall	7940 Via Dellagio Way, Ste. 200 Orlando, FL 32819
Vice President	Ronna Whittall	7940 Via Dellagio Way, Ste. 200 Orlando, FL 32819
Secretary/Treasurer	Dale Fitch	7940 Via Dellagio Way, Ste. 200 Orlando, FL 32819

ARTICLE 10
DIRECTORS

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of three (3) directors, unless the size of the Board is changed in the manner provided by the By-Laws. Directors need not be members of the Association.

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

10.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

10.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

Name	Address
Charles Whittall	7940 Via Dellagio Way, Ste. 200 Orlando, FL 32819
Ronna Whittall	7940 Via Dellagio Way, Ste. 200 Orlando, FL 32819
Dale Fitch	7940 Via Dellagio Way, Ste. 200 Orlando, FL 32819

10.6 Standards. A director shall discharge his or her duties as a director, including any duties as a member of a committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a director has knowledge concerning a matter in question that makes reliance unwarranted, a director, in discharging his or her duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the director reasonably believes to be reasonable and competent in the matters presented; legal counsel, public accountants or other persons as to matters the director reasonably believes are within the persons' professional or expert competence; or a committee of which the director is not a member if the director reasonably believes the committee merits confidence. A director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his or her office in compliance with the foregoing standards.

ARTICLE 11
INDEMNIFICATION

11.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he or she is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding, or any threat of same, by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this Article 11 in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

11.3 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or subsection 11.2, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith.

11.4 Determination of Applicability. Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2. Such determination shall be made:

(a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;

(b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;

(c) By independent legal counsel:

(i) selected by the Board of Directors prescribed in paragraph 11.4(a) or the committee prescribed in paragraph 11.4(b); or

(ii) if a quorum of the directors cannot be obtained for paragraph 11.4(a) and the Committee cannot be designated under paragraph 11.4(b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or

(d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph 11.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

11.6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding, or any threat of same, may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or

(c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this Article 11 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

11.9 Application to Court. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

(a) The director, officer, employee, or agent is entitled to mandatory indemnification under subsection 11.3, in which case the court shall also order the Association to pay such individual's reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

(b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 11.7; or

(c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 11.1, subsection 11.2, or subsection 11.7, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnitee, that he or she did not act in good faith or acted in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

11.10 Definitions. For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' and paraprofessionals' fees and related "out-of-pocket" expenses, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on, and which are accepted by, such persons.

11.11 Effect. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any applicable law, agreement, vote of members or otherwise.

11.12 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his or her prior written consent to such amendment.

ARTICLE 12
BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 13
AMENDMENTS

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

13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

13.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Subsections 5.3, 5.4 or 5.5 above, without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be

made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer and/or Institutional First Mortgagees, unless the Developer and/or the Institutional First Mortgagees, as applicable, shall join in the execution of the amendment. No amendment to this paragraph 13.3 shall be effective.

13.4 Developer Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

13.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Sarasota County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles.

ARTICLE 14
INITIAL REGISTERED OFFICE; ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 7940 Via Dellagio Way, Ste. 200, Orlando, FL 32819 with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Charles Whittall.

IN WITNESS WHEREOF, the Incorporator has affixed his/her signature this ___ day of _____, 20__.

_____
Charles Whittall, Incorporator

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

First -- That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of _____, State of Florida, the Association named in the said articles has named Charles Whittall located at 7940 Via Dellagio Way, Ste. 200, Orlando, FL 32819, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

_____
Name: Charles Whittall

Dated this ____ day of _____, 20__.

Exhibit "5"

Guaranteed Assessment Schedule

Guaranteed Assessment Level per Unit are
$1,168.77 per month and $14,025.24 per year

Exhibit "B"

ESTIMATED OPERATING BUDGET

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY ASSOCIATION, INC.
69 Residential Units
Estimated Operating Budget For the Period Beginning January 1, 2025 to December 31, 2025

	Monthly	Annual
INCOME		
Maintenance Income	$ 80,645.14	$ 967,741.63
TOTAL INCOME	80,645.14	967,741.63
ADMINISTRATIVE EXPENSES		
Audit-External	416.67	5,000.00
Corporate Filing Fees (Sunbiz)	6.25	75.00
Board and Membership Meetings	287.50	3,450.00
Fees Payable to the Division of Florida Condominiums Timeshares and Mobile Homes	23.00	276.00
Staff Uniforms	450.00	5,400.00
Legal Fees	208.33	2,500.00
Office & Other Equip (fax & photocopier)	300.00	3,600.00
Branding Expenses	6,459.97	77,519.58
Rent for the unit, if subject to a lease	N/A	N/A
Rent payable by the unit owner directly to the lessor or agent under any recreational lease or lease for the use of commonly used facilities	N/A	N/A
Operating Capital	N/A	N/A
Other Expenses	N/A	N/A
Rent for Recreational Facilities	N/A	N/A
Taxes Upon Assn Property	N/A	N/A
Taxes Upon Leased Areas	N/A	N/A
TOTAL ADMINISTRATIVE	8,151.72	97,820.58
UTILITIES		
Electricity (common areas)	21,041.67	252,500.00
Gas	2,616.67	31,400.00
Telephone Equipment, Lines Services	200.00	2,400.00
TOTAL UTILITIES	23,858.34	286,300.00
CONTRACTS		
Management Fees	7,331.38	87,976.51
Pest Control (Common Areas and Residential Units)	690.00	8,280.00
Spa/Gym Equipment	83.33	1,000.00
Security Provisions	N/A	N/A
Window Cleaning	83.33	1,000.00
TOTAL CONTRACTS	8,188.04	98,256.51
INSURANCE		
Directors & Officers/Crime	416.67	5,000.00
Workers Comp-Incidental	83.33	1,000.00
TOTAL INSURANCE	500.00	6,000.00
REPAIR & MAINTENANCE		
Contingency	833.33	10,000.00
Electrical Supplies & Repairs	200.00	2,400.00
Janitorial Supplies	416.67	5,000.00
Miscellaneous Repairs/Paint/Supplies	750.00	9,000.00
Plumbing Supplies	416.67	5,000.00
Pool/Spa/Towel Supplies	100.00	1,200.00
TOTAL REPAIR & MAINTENANCE	2,716.67	32,600.00
PAYROLL/PAYROLL COSTS		
Payroll and Payroll Costs (Note B)	37,230.38	446,764.54
TOTAL PAYROLL & PAYROLL COSTS	37,230.38	446,764.54
TOTAL EXPENSES (NO RESERVES)	80,645.15	967,741.63
NET OPERATING INCOME (LOSS)	$ (0.01)	$ -
Cost per unit without reserves	$ 1,168.77	$ 14,025.24
Cost per unit for reserves	-	-
Cost per unit with reserves	$ 1,168.77	$ 14,025.24

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY ASSOCIATION, INC.

Reserve Budget Worksheet for the Period Beginning January 1, 2025 to December 31, 2025

Description	Replacement Cost	Remaining Life in Years	Cash Balance as of 12/31/2022	Balance to be funded	Monthly Amount	Yearly Amount
Roof Replacement (Note)	N/A	N/A	-			
Exterior Painting (Note)	N/A	N/A	-			
Paving/Pavers (Note)	N/A	N/A	-			
TOTAL RESERVES	$ -		$ -	$ -	$ -	$ -

Note-See Shared Facilities Budget

LONGBOAT KEY RESORT & RESIDENCES
Shared Facilities
Estimated Operating Budget For the Period Beginning January 1, 2025 to December 31, 2025

	General Shared Facilities		Residential Limited Shared Facilities		Total Shared Facilities	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
INCOME						
Maintenance Income	$ 177,039.94	$ 2,124,479.28	$ 96,399.44	$ 1,156,793.31	$ 273,439.38	$ 3,281,272.59
Reserve Income	6,932.57	83,190.80	20,989.31	251,871.73	27,921.88	335,062.53
TOTAL INCOME	183,972.51	2,207,670.08	117,388.75	1,408,665.04	301,361.26	3,616,335.12
ADMINISTRATIVE EXPENSES						
Decorations-Holiday	1,250.00	15,000.00	-	-	1,250.00	15,000.00
Licenses & Permits- Elevator	-	-	354.17	4,250.00	354.17	4,250.00
Licenses & Permits - Pool/Spa	166.67	2,000.00	41.67	500.00	208.34	2,500.00
Staff Uniforms	583.33	7,000.00	300.00	3,600.00	883.33	10,600.00
Legal Fees	416.67	5,000.00	208.33	2,500.00	625.00	7,500.00
Office Expense	-	-	250.00	3,000.00	250.00	3,000.00
Branding Expenses	840.05	10,080.64	2,125.80	25,509.59	2,965.85	35,590.23
TOTAL ADMINISTRATIVE	3,256.72	39,080.64	3,279.97	39,359.59	6,536.69	78,440.23
UTILITIES						
Electricity (common areas)	8,108.33	97,300.00	5,075.00	60,900.00	13,183.33	158,200.00
Diesel	-	-	708.33	8,500.00	708.33	8,500.00
Gas	6,583.33	79,000.00	375.00	4,500.00	6,958.33	83,500.00
Water & Sewer	941.67	11,300.00	5,000.00	60,000.00	5,941.67	71,300.00
Telephone Service-Elevators	-	-	850.00	10,200.00	850.00	10,200.00
TOTAL UTILITIES	15,633.33	187,600.00	12,008.33	144,100.00	27,641.66	331,700.00
CONTRACTS						
Access Security System Maintenance Contract	500.00	6,000.00	500.00	6,000.00	1,000.00	12,000.00
Fire Protection (sprinkler & alarm testing)	-	-	583.33	7,000.00	583.33	7,000.00
Elevator Contract (Note A)	-	-	-	-	-	-
Floor Maintenance Hard Surface	-	-	416.67	5,000.00	416.67	5,000.00
Golf Cart	350.00	4,200.00	-	-	350.00	4,200.00
Internet/Cable/Phone (common area only)	-	-	250.00	3,000.00	250.00	3,000.00
Generator/Building Equipment Maintenance & Fuel	666.67	8,000.00	-	-	666.67	8,000.00
HVAC Maintenance	-	-	500.00	6,000.00	500.00	6,000.00
Lift Sation	500.00	6,000.00	-	-	500.00	6,000.00
Management Fees	-	-	10,671.70	128,060.46	10,671.70	128,060.46
Odor Control/Trash Chute Cleaning	-	-	250.00	3,000.00	250.00	3,000.00
Pest Control (Common Areas and Residential Units)	1,000.00	12,000.00	750.00	9,000.00	1,750.00	21,000.00
Pool/Water Feature Maintenance	47,833.33	574,000.00	583.33	7,000.00	48,416.66	581,000.00
Trash/Recycling	-	-	833.33	10,000.00	833.33	10,000.00
Water Treatment	-	-	750.00	9,000.00	750.00	9,000.00
Window Cleaning	-	-	1,416.67	17,000.00	1,416.67	17,000.00
Towel Service/Replacement	3,750.00	45,000.00	1,166.67	14,000.00	4,916.67	59,000.00
TOTAL CONTRACTS	54,600.00	655,200.00	18,671.70	224,060.46	73,271.70	879,260.46
INSURANCE						
Property incl Windstorm	-	-	28,333.33	340,000.00	28,333.33	340,000.00
GL	-	-	1,250.00	15,000.00	1,250.00	15,000.00
Umbrella	-	-	875.00	10,500.00	875.00	10,500.00
Casualty Insurance Allocation for Shared Facilities	-	-	345.00	4,140.00	345.00	4,140.00
Flood	-	-	5,000.00	60,000.00	5,000.00	60,000.00
TOTAL INSURANCE	-	-	35,803.33	429,640.00	35,803.33	429,640.00
REPAIR & MAINTENANCE						
Access System Repairs	833.33	10,000.00	416.67	5,000.00	1,250.00	15,000.00
Contingency	833.33	10,000.00	833.33	10,000.00	1,666.66	20,000.00
Driveway/Gatearm Maintenance	-	-	300.00	3,600.00	300.00	3,600.00
Electrical Supplies & Repairs	416.67	5,000.00	208.33	2,500.00	625.00	7,500.00
Elevator Repairs	-	-	833.33	10,000.00	833.33	10,000.00
Janitorial Supplies	416.67	5,000.00	416.67	5,000.00	833.34	10,000.00
Miscellaneous Repairs/Paint/Supplies	416.67	5,000.00	416.67	5,000.00	833.34	10,000.00
Plumbing Supplies	-	-	208.33	2,500.00	208.33	2,500.00
Pool/Spa/Towel Supplies	1,000.00	12,000.00	100.00	1,200.00	1,100.00	13,200.00
Signage	208.33	2,500.00	-	-	208.33	2,500.00
Fish Replenishment	833.33	10,000.00	-	-	833.33	10,000.00
Pressure Cleaning	416.67	5,000.00	208.33	2,500.00	625.00	7,500.00
Dog Park Supplies	250.00	3,000.00	-	-	250.00	3,000.00
TOTAL REPAIR & MAINTENANCE	5,625.00	67,500.00	3,941.66	47,300.00	9,566.66	114,800.00
PAYROLL/PAYROLL COSTS						
Payroll and Payroll Costs (Note B)	97,924.89	1,175,098.64	22,694.44	272,333.27	120,619.33	1,447,431.91
TOTAL PAYROLL & PAYROLL COSTS	97,924.89	1,175,098.64	22,694.44	272,333.27	120,619.33	1,447,431.91
TOTAL EXPENSES (NO RESERVES)	177,039.94	2,124,479.28	96,399.43	1,156,793.31	273,439.37	3,281,272.59
RESERVES						
Reserve Contributions	6,932.57	83,190.80	20,989.31	251,871.73	27,921.88	335,062.53
TOTAL RESERVES	6,932.57	83,190.80	20,989.31	251,871.73	27,921.88	335,062.53
TOTAL EXPENSES (INCLUDING RESERVES)	183,972.51	2,207,670.08	117,388.74	1,408,665.04	301,361.25	3,616,335.13
NET OPERATING INCOME (LOSS)	$ -	$ -	$ 0.01	$ (0.00)	$ 0.01	$ (0.00)

Note A-Maintenance costs for the first year are included in the installation paid for by the Developer.
Note B-Payroll allocated by various methods.

LONGBOAT KEY RESORT & RESIDENCES
Shared Facilities
Reserve Budget Worksheet for the Period Beginning January 1, 2025 to December 31, 2025

Description	Replacement Cost	Remaining Life in Years	Cash Balance as of 12/31/2022	Balance to be funded	Monthly Amount	Yearly Amount
General Shared Facilities						
Guardhouse Roof Replacement	$ 2,933.00	25	$ -	$ 2,933.00	$ 9.78	$ 117.32
Guardhouse Building Exterior Painting	900.00	7	-	900.00	10.71	128.57
Paving/Pavers (Pool and Sidewalks)	547,296.00	50	-	547,296.00	912.16	10,945.92
Irrigation Pumps	12,400.00	10	-	12,400.00	103.33	1,240.00
Generator	87,197.00	20	-	87,197.00	363.32	4,359.85
Cobblestone Road	862,008.00	50	-	862,008.00	1,436.68	17,240.16
Mid Level Pool & Spa	29,855.00	12	-	29,855.00	207.33	2,487.92
Spa Pool & Spa	12,065.00	12	-	12,065.00	83.78	1,005.42
Lazy River	74,235.00	12	-	74,235.00	515.52	6,186.25
Salt Pool-Resurfacing	68,190.00	12	-	68,190.00	473.54	5,682.50
Salt Pool-Coral Heads and Coral Sand	337,969.00	10	-	337,969.00	2,816.41	33,796.90
Total General Shared Facilities	2,035,048.00		-	2,035,048.00	6,932.56	83,190.80
Residential Limited Shared Facilities						
Exterior Painting-Buildings, Garage and Podium	720,000.00	7	-	720,000.00	8,571.43	102,857.14
Roof Replacement	722,875.00	25	-	722,875.00	2,409.58	28,915.00
Amenity Building Roof Replacement	37,500.00	25	-	37,500.00	125.00	1,500.00
Amenity Building Exterior Painting	20,000.00	7	-	20,000.00	238.10	2,857.14
Pavers	119,664.00	50	-	119,664.00	199.44	2,393.28
Elevators:						
Doors	240,000.00	20	-	240,000.00	1,000.00	12,000.00
Control Upgrade	1,440,000.00	25	-	1,440,000.00	4,800.00	57,600.00
Cooling Towers	1,126,125.00	30	-	895,000.00	2,486.11	29,833.33
Residential Pool and Spa	11,410.00	12	-	11,410.00	79.24	950.83
Fire Pumps	55,350.00	15	-	55,350.00	307.50	3,690.00
Domestic Water Pumps	66,250.00	10	-	66,250.00	552.08	6,625.00
Garage Circulation Fans	15,000.00	12	-	15,000.00	104.17	1,250.00
Garage Exhaust Fans	14,000.00	10	-	14,000.00	116.67	1,400.00
Total Residential Limited Shared Facilities	4,588,174.00		-	4,357,049.00	20,989.32	251,871.73
TOTAL RESERVES	$ 6,623,222.00		$ -	$ 6,392,097.00	$ 27,921.88	$ 335,062.54

LONGBOAT KEY RESORT & RESIDENCES
Combined Estimated Budget by Unit Type
For the Period Beginning January 1, 2025 Through December 31, 2025

		Annually								Monthly							
Number of Individual Units by Type	Unit Type	Condominium Maintenance Assessment by Unit Type	Condominium Reserve Assessment by Unit Type	General Shared Facilities Maintenance Assessment by Unit Type	General Shared Facilities Reserve Assessment by Unit Type	Residential Limited Shared Facilities Maintenance Assessment by Unit Type	Residential Limited Shared Facilities Reserve Assessment by Unit Type	Total Assessment by Unit Type	Total Assessment Per Unit	Condominium Maintenance Assessment by Unit Type	Condominium Reserve Assessment by Unit Type	General Shared Facilities Maintenance Assessment by Unit Type	General Shared Facilities Reserve Assessment by Unit Type	Residential Limited Shared Facilities Maintenance Assessment by Unit Type	Residential Limited Shared Facilities Reserve Assessment by Unit Type	Total Assessment by Unit Type	Total Assessment Per Unit
	Residential Units																
8	Champagne Building, Plan 15 and 16	$ 112,201.93	$ -	$ 37,725.89	$ 1,653.47	$ 78,306.01	$ 17,049.78	$ 246,937.08	$ 30,867.13	$ 9,350.16	$ -	$ 3,143.82	$ 137.79	$ 6,525.50	$ 1,420.81	$ 20,578.09	$ 2,572.26
5	Bateau Building, Plan 7	70,126.21	-	23,578.68	1,033.42	48,941.26	10,656.11	154,335.67	$ 30,867.13	5,843.85	-	1,964.89	86.12	4,078.44	888.01	12,861.31	$ 2,572.26
6	Champagne Building, Plan 12 and 13	84,151.45	-	38,818.15	1,701.34	80,573.17	17,543.41	222,787.52	$ 37,131.25	7,012.62	-	3,234.85	141.78	6,714.43	1,461.95	18,565.63	$ 3,094.27
5	Champagne Building, Plan 14	70,126.21	-	32,348.46	1,417.78	67,144.31	14,619.51	185,656.27	$ 37,131.25	5,843.85	-	2,695.71	118.15	5,595.36	1,218.29	15,471.36	$ 3,094.27
5	Bateau Building, Plan 6	70,126.21	-	32,348.46	1,417.78	67,144.31	14,619.51	185,656.27	$ 37,131.25	5,843.85	-	2,695.71	118.15	5,595.36	1,218.29	15,471.36	$ 3,094.27
1	Champagne Building, Plan 17	14,025.24	-	6,469.69	283.56	13,428.86	2,923.90	37,131.25	$ 37,131.25	1,168.77	-	539.14	23.63	1,119.07	243.66	3,094.27	$ 3,094.27
6	Champagne Building, Plan 10 and 11	84,151.45	-	38,818.15	1,701.34	80,573.17	17,543.41	222,787.52	$ 37,131.25	7,012.62	-	3,234.85	141.78	6,714.43	1,461.95	18,565.63	$ 3,094.27
5	Armand Building, Plan 3	70,126.21	-	43,558.51	1,909.10	90,412.53	19,685.76	225,692.12	$ 45,138.42	5,843.85	-	3,629.88	159.09	7,534.38	1,640.48	18,807.68	$ 3,761.54
5	Armand Building, Plan 4	70,126.21	-	43,558.51	1,909.10	90,412.53	19,685.76	225,692.12	$ 45,138.42	5,843.85	-	3,629.88	159.09	7,534.38	1,640.48	18,807.68	$ 3,761.54
4	Armand Building, Plan 2	56,100.96	-	34,846.81	1,527.28	72,330.02	15,748.61	180,553.69	$ 45,138.42	4,675.08	-	2,903.90	127.27	6,027.50	1,312.38	15,046.14	$ 3,761.54
4	Armand Building, Plan 1	56,100.96	-	34,846.81	1,527.28	72,330.02	15,748.61	180,553.69	$ 45,138.42	4,675.08	-	2,903.90	127.27	6,027.50	1,312.38	15,046.14	$ 3,761.54
1	Armand Building, Plan 19	14,025.24	-	8,711.70	381.82	18,082.51	3,937.15	45,138.42	$ 45,138.42	1,168.77	-	725.98	31.82	1,506.88	328.10	3,761.54	$ 3,761.54
10	Bateau Building, Plan 5 and 8	140,252.41	-	129,774.62	5,687.82	269,367.59	58,650.13	603,732.57	$ 60,373.26	11,687.70	-	10,814.55	473.99	22,447.30	4,887.51	50,311.05	$ 5,031.10
2	Champagne Building, Plan 9	28,050.48	-	25,954.92	1,137.56	53,873.52	11,730.03	120,746.51	$ 60,373.26	2,337.54	-	2,162.91	94.80	4,489.46	977.50	10,062.21	$ 5,031.10
2	Champagne Building, Plan 18	28,050.48	-	25,954.92	1,137.56	53,873.52	11,730.03	120,746.51	$ 60,373.26	2,337.54	-	2,162.91	94.80	4,489.46	977.50	10,062.21	$ 5,031.10
69	Totals for Residential Units	967,741.63	-	557,314.31	24,426.24	1,156,793.31	251,871.73	2,958,147.22		80,645.13	-	46,442.88	2,035.53	96,399.45	20,989.29	246,512.27	
	Hotel			1,567,164.97	58,764.57	-	-	1,625,929.54		-	-	130,597.08	4,897.05	-	-	135,494.13	
		$ 967,741.63	$ -	$ 2,124,479.28	$ 83,190.80	$ 1,156,793.31	$ 251,871.73	$ 4,584,076.76		$ 80,645.13	$ -	$ 177,039.96	$ 6,932.58	$ 96,399.45	$ 20,989.29	$382,006.40	

Condominium Assessments per Unit are $14,025.24 per year and $1,168.77 per month, and are included in the total assessment amounts set forth above.

Exhibit "C"

Form of Purchase Agreement

THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY
PURCHASE AGREEMENT

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

Additionally, under certain circumstances more particularly described in Section 4, and provided that the Seller has posted "Alternative Assurances" with the Division of Florida Condominiums, Timeshares and Mobile Homes, Seller may use all of Buyer's deposits (including those equal to the initial 10% of the Purchase Price, as hereinafter defined).

In this Agreement (including all addenda, or amendments hereto, collectively, the "Agreement" or the "Contract"), the term "Buyer" and/or "Purchaser" means or refers to the buyer or buyers listed below who have signed this Agreement. The word "Seller" and/or "Developer" means or refers to **S.R. LBK, LLC, a Florida limited liability company**, and its successors and/or assigns. If the first letter of a word is capitalized in this Agreement, that word will have the meaning given to it in this Agreement or, if no definition of such word is given in this Agreement, then it shall have the meaning given to it in the Declaration (as defined in Section 1 of this Agreement) or in the Master Covenants (as defined in the Declaration).

Buyer(s): _____
Name of Principal Owner of Buyer (if entity): _____
Name and Title of Authorized Signatory (if entity): _____
Address: _____
City: _____ State: _____
Country: _____ Zip Code: _____
Home Phone: _____ Office Phone: _____
Tax I.D. No.: _____ Fax. No. _____
E-Mail Address: _____ Cellular Phone No. _____
Registered Agent's Name, Number, E-Mail and Address (applicable if Buyer's notice address is not in the United States or its formation (as to an entity) is not in the United States): _____
_____

1. Purchase and Sale.

(a) Buyer agrees to buy, and Seller agrees to sell (on the terms and conditions contained in this Agreement), Unit _____ (collectively, if more than one, the "Unit") in the proposed **THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY** (the "Condominium"). The Unit and the Condominium are described in greater detail in this Agreement and the proposed Declaration of Condominium (the "Declaration") included as an exhibit in the Prospectus for the Condominium (together with the exhibits to the Prospectus, the "Condominium Documents"). Buyer acknowledges receipt of the Condominium Documents and all documents required by Section 718.503, Florida Statutes, to be furnished by a developer to a buyer, on or before the date of this Agreement.

(b) The total purchase price for the Unit is $_____ U.S.D. (the "Purchase Price"). In addition to the Purchase Price, Buyer also agrees to pay the fees, costs, reimbursements, adjustments and other sums required to be paid by Buyer pursuant to Section 11 below. Buyer understands and agrees that the Purchase Price of the Unit is not based solely upon the size of the Unit, but is also based on a number of different factors, including, without limitation, any of the following, or any combination of the following: current market conditions, the location of the Unit within the Building, the Unit configuration, the floor level of the Unit within the Building, ceiling heights within the Unit, and/or sizes of balconies, terraces and/or patios, and/or any other special appurtenant rights attached to the Unit.

2. Payment of the Purchase Price. Buyer agrees to make the following payments against the Purchase Price:

Payment	**Due Date**	**Amount**
Initial Deposit (which will include application of reservation deposit, if applicable)	Upon Buyer's execution of this Agreement	$_____
Additional Deposit	_____	$_____
Additional Deposit	_____	$_____
Additional Deposit	_____	$_____
Balance	Closing	$_____
TOTAL		**$_____**

(a) **Buyer expressly understands and agrees that Seller reserves the right to use Buyer's deposits (both up to [provided that Seller has placed Alternative Assurances approved by the Division] and in excess of, ten percent (10%) of the Purchase Price of the Unit), all in accordance with the provisions of Section 4 hereof and applicable Florida law.**

(b) **All payments required to be made hereunder, including all Deposits and any balance due at closing, must be paid by wire transfer of immediately available federal funds only.** Due to increased wire fraud, Buyer agrees that Buyer is solely responsible for verifying wiring instructions with the Seller, the closing agent and/or the Escrow Agent prior to sending any funds required under this Purchase Agreement. If Buyer fails to verify the wiring instructions, and funds are misdirected, Buyer agrees that it must still fulfill its obligations under this Agreement (and that the misdirected wiring shall not excuse or delay Buyer's performance of its obligations hereunder) and that Buyer is solely responsible for the consequences of same and agrees to indemnify and hold harmless the Seller, the closing agent and/or the Escrow Agent from any and all liability in the event of wire fraud. Even though Seller is not obligated to do so, if Seller accepts a deposit from Buyer which is made by personal check and/or cashiers' check, same shall be made in United States funds and all checks must be payable on a bank located in the United States. Additionally, even though Seller is not obligated to do so, if Seller accepts a deposit from Buyer drawn on a foreign bank and/or payable in a currency other than U.S. currency, Buyer shall be solely responsible for all costs of collection and/or conversion and agrees to pay same to Seller promptly upon demand or, in Seller's sole and absolute discretion, Seller may permit such costs to be charged to Buyer at the time of closing. If Buyer fails to pay any deposit on time, and Seller agrees to accept it on a later date (which Seller is not obligated to do), Buyer will pay a late funding charge equal to interest on such deposit at the then applicable highest lawful rate from the date due until the date received by Seller and cleared by the bank on which it is drawn. Buyer understands and agrees that any actions taken by Buyer that are contrary to the rights and obligations set forth in this Agreement shall constitute an event of default by the Buyer.

(c) Buyer also agrees to pay all fees, costs, expenses and/or other sums required to be paid by Buyer in this Agreement. Those costs include, without limitation:

(i) $_____ - 1.5% Development Fee

(ii) $_____ - Initial Contribution to the Condominium Association and Shared Facilities Manager

These charges are subject to change as provided in Section 11 of this Agreement and are explained in more detail in that Section, as are other costs.

3. How Buyer Pays.

(a) Buyer understands and agrees that Buyer will be obligated to pay "all cash" at closing and this Agreement is not conditioned or contingent upon Buyer obtaining financing. This Agreement and Buyer's obligations under this Agreement to purchase the Unit will not

depend on whether or not Buyer qualifies for or obtains a mortgage from any lender. Buyer will be solely responsible for making Buyer's own financial arrangements.

(b) Although Seller does not have to do so, if Seller agrees to delay closing until Buyer's lender is ready, or to wait for funding from Buyer's lender until after closing, or to accept a portion of the sums due at closing in the form of a personal check (which Seller shall have no obligation to do), Buyer agrees to pay Seller a late funding charge equal to interest, at the then highest applicable lawful rate on all funds due Seller which have not then been paid to Seller (and, with regard to personal checks, which have not then cleared the bank on which they are drawn) from the date Seller originally scheduled closing to the date of actual payment (and, with regard to personal checks, to the date of final clearance). This late funding charge may be estimated and charged by Seller at closing. Seller's estimate will be adjusted after closing based on actual funding and clearance dates upon either Seller's or Buyer's written request. Without limiting the generality of Section 30 of this Agreement, the foregoing sentence will survive (continue to be effective after) closing.

4. Deposits.

(a) Developer has entered into an escrow agreement with Berlin Patten Ebling PLLC ("Escrow Agent"), having an office at 3700 South Tamiami Trail, Suite 200, Sarasota, Florida 34239, for the holding, disbursement and administration of Buyer's deposits, all in accordance with the terms of the escrow agreement, this Agreement and the Florida Condominium Act (Chapter 718 of the Florida Statutes) (the "Act"). A copy of the escrow agreement is included in the Condominium Documents. The escrow agreement is incorporated into this Agreement as if repeated at length herein, and Buyer agrees that the deposits may be held in any depository which meets the requirements of the Act, including, without limitation, a financial institution chartered and located out of the State of Florida.

(b) Buyer understands and agrees that all of Buyer's deposits in excess of ten percent (10%) of the Purchase Price may be used by Seller for construction and development purposes as permitted by law. In addition to the foregoing, to the extent of any approved "Alternative Assurances", Seller may, as permitted by law, and in lieu of holding deposits up to ten percent (10%) of the Purchase Price in escrow, cause the Escrow Agent to disburse such deposits to it for all uses permitted by law. Buyer agrees that the posting of Alternative Assurances or any change to the Alternative Assurances shall not be deemed a material or adverse change in the offering of the Condominium by reason of the fact that Buyer has already agreed to the use of Buyer's deposits up to ten percent (10%) of the Purchase Price. Accordingly, Buyer understands and agrees that Seller reserves the right to utilize all of Buyer's deposits (both up to, and in excess of, ten percent (10%) of the Purchase Price) as and to the extent permitted by law. Buyer should expect that its deposits up to, and in excess of, ten percent (10%) of the Purchase Price will not remain in escrow. Unless otherwise agreed to by Seller in writing, Buyer understands and agrees that any actions taken by Buyer to restrict the Seller's use of Buyer's deposits placed under this Agreement in accordance with Florida law shall constitute an event of default by the Buyer. Buyer absolutely and unconditionally disclaims and releases St. Regis (defined below) and its employees, agents, directors, officers and members from any claims, responsibilities or liabilities, related, directly or indirectly, with any use of Buyer's deposits.

(c) At closing, all deposits not previously disbursed to Seller will be released to Seller. **Except where expressly provided herein to the contrary or otherwise required by law, all interest earned on Buyer's deposits shall accrue solely to the benefit of Buyer, provided that Buyer provides to the Escrow Agent IRS Form W-8 or W-9, as appropriate**. Notwithstanding the foregoing, Buyer understands and agrees that to the extent that deposit monies are removed from escrow and used as permitted herein, which is contemplated, said monies are not available for investment and accordingly no interest shall be earned or deemed to be earned thereon (even if Seller indirectly benefits from the use of said funds). No interest will be assumed to be earned, unless in fact said sums are invested in an interest bearing account and do in fact earn interest. In the event of an uncured default by Buyer and the Seller's retention of all or any portion of the deposit(s) posted by Buyer hereunder, Seller shall be entitled to retain any interest earned thereon. Seller may change escrow agents (as long as the new escrow agent is authorized to be an escrow agent under applicable Florida law), in which case Buyer's deposits, or the portions thereof then being held in escrow, and any interest actually earned on them, may be transferred to the new escrow agent at Seller's direction. If

Buyer so requests, Buyer may obtain a receipt for Buyer's deposit(s) from the Escrow Agent. Buyer understands and agrees that Escrow Agent may serve as Seller's closing and/or title agent and Buyer agrees to Escrow Agent performing such multiple roles, provided, however, that performing such multiple roles shall not relieve and/or release Escrow Agent from strictly performing its obligations under the Escrow Agreement.

5. Seller's Financing/Buyer's Waiver and Subordination. Seller may borrow (or may have borrowed) money from lenders (each, a "Developer's Lender") for the acquisition, development, refinancing and/or construction of the Condominium and/or Unit (and any other units owned by Seller, if any). Buyer agrees that any and each Developer's Lender will have, until closing, a prior, superior mortgage on or other interest in the Unit, and the Condominium (or the real property upon which the Condominium will be created), with greater priority than any rights or interest Buyer may have therein, if any, pursuant to this Agreement or under any principal of equity or otherwise. At closing, Seller shall cause the then applicable mortgages to be released as an encumbrance against the Unit and may use Buyer's closing proceeds for such purpose. Without limiting the generality of the foregoing, Buyer's rights and interest under this Agreement (and the deposits made hereunder) are and will be, automatically and without further action or instrument, subordinate to all mortgages, mezzanine and any other forms of financing (and all modifications made to those mortgages, mezzanine and any other forms of financing) affecting the Unit or the Condominium (or the real property upon which the Condominium is being developed) even if those mortgages, mezzanine and any other forms of financing provided by a Developer's Lender (or modifications) are made or recorded after the date of this Agreement. **Notwithstanding anything to the contrary contained in this Agreement, Buyer agrees that neither this Agreement, nor Buyer's making the Deposits (and/or Seller's use of deposits as permitted hereunder), will give Buyer any lien (equitable or otherwise) or claim against the Unit, the Condominium or the real property upon which the Condominium has been (or will be) created and Buyer knowingly, fully and unconditionally waives and releases any right to assert any such lien or claim.** Buyer hereby acknowledges and agrees that (i) any and each Developer's Lender is an express third party beneficiary of this Section 5, and (ii) this Section 5 and the rights of any and each Developer's Lender under this Section 5 shall survive (continue to be effective after) any termination, rescission or other voiding of this Agreement, and any default by Developer under this Agreement.

6. Insulation; Energy Efficiency.

(a) Seller has advised Buyer, as required by the rules of the Federal Trade Commission, that it intends, currently, to install in connection with the Unit, the following insulation: (a) FiFoil M-Shield insulation on the exterior walls, having an R-Value of R-5 and a thickness of approximately ½"; (b) glass fiber batt insulation on the demising walls, having an R-value of R-22 and a thickness of approximately 3½" and (c) tapered rigid polyisocyanurate and lightweight insulated concrete on the roof, having an R-Value of R-19 and a thickness of approximately 5". This R-value information is based solely on the information given by the appropriate manufacturers and Buyer agrees that Seller is not responsible for the manufacturers' errors.

(b) To the extent required by applicable law, Buyer shall have the option to obtain an energy efficiency rating on the Unit being purchased. Buyer hereby releases Seller from any responsibility or liability for the accuracy or level of the rating and Buyer understands and agrees that this Agreement is not contingent upon Buyer's approval of the rating, that the rating is solely for Buyer's own information and that Buyer will pay the total cost of obtaining the rating. All insulation and energy efficiency rating information is subject to Seller's general right, under Sections 14, 27 and 29 below to make changes in Seller's Plans and Specifications, and to applicable limitations of Seller's liability to Buyer.

7. Completion Date; Contingencies.

(a) Seller estimates that it will substantially complete construction of the Unit, in the manner specified in this Agreement, by approximately December 31, 2025, subject, however, only to delays resulting from "Force Majeure" (such date, as extended by events of Force Majeure, the "Outside Date"). The term "Force Majeure" as used in this Agreement shall mean "Acts of God", fire, severe weather, earthquake, labor disputes (whether lawful or not), work stoppages, material or labor shortages, restrictions or delays by any governmental or utility authority or any court of law, civil riots, terrorism, war, governmental actions, civil disturbances, pandemics, epidemics, quarantines or other health crises, floods or other causes or delays in construction or otherwise that are reasonably beyond Seller's control. The existence of the Hotel and/or operation of the Hotel or any other portion(s) of The Properties is not a condition to Buyer's obligations

under this Agreement, nor is Buyer's obligation to close contingent upon the existence of the Hotel or the Hotel being operational and/or any other portion(s) of The Properties being developed and/or operational.

(b) In the event that "groundbreaking" has not occurred on or prior to November 30, 2021, then Buyer shall have the right to terminate the Agreement by giving Seller written notice of termination at any time following November 30, 2021 but before "groundbreaking". In the event that Buyer gives timely written notice of termination, Buyer shall be entitled to an immediate refund of Buyer's deposits and upon such termination and the return of Buyer's deposits, Seller and Buyer will be fully relieved, released and discharged from all obligations and liabilities under and in connection with this Agreement (other than those which are intended to survive termination). For purposes hereof and without limiting the generality of the term, "groundbreaking" shall be deemed to have occurred upon the earliest to occur of any of the following on any portion of The Properties: (i) site clearance and/or site work; (ii) excavation (iii) commencement of test piles; (iv) securing a demolition, foundation and/or building permit (whether partial or otherwise) or (v) any other construction related activity to develop any portion of The Properties or to prepare same for development. This Section shall not delay the effectiveness of this Agreement, which shall be immediate, but, rather, shall be deemed a "condition subsequent" to Buyer's obligations under this Agreement.

(c) Notwithstanding the foregoing or any other contrary provision of this Agreement, Seller shall have the right, in Seller's sole discretion, to cancel this Agreement and cause Buyer's deposits to be refunded in the event that Seller does not enter into binding contracts to sell at least eighty percent (80%) of the Units in the Condominium by November 30, 2021 (the "Contingency Expiration Date"). Seller must, however, notify Buyer of such a termination of the Agreement pursuant to this clause within thirty (30) days following the Contingency Expiration Date. The foregoing presale contingency is a provision solely for the benefit of Seller, and may be waived unilaterally by Seller. Accordingly, Seller may elect to waive the contingency, whether or not the stated presales threshold has been met. In the event that Seller does elect to proceed without having met the threshold, Buyer will have no right to object thereto and shall remain bound by the terms of this Agreement. This Section shall not delay the effectiveness of this Agreement, which shall be immediate, but, rather, shall be deemed a "condition subsequent" to Seller's obligations under this Agreement. In the event of Seller's termination of this Agreement pursuant to this Section, Buyer shall be entitled to an immediate refund of Buyer's deposits and upon such termination and the return of Buyer's deposits, Seller and Buyer will be fully relieved, released and discharged from all obligations and liabilities under and in connection with this Agreement (other than those which are intended to survive termination). Seller agrees to use its good faith efforts to meet the foregoing pre-sale requirement, provided, however, that while Seller recognizes that there may be some seasonal variations, Seller may reasonably anticipate sales to occur at a relatively consistent rate throughout the presale contingency period. As such, to the extent that, prior to the Contingency Expiration Date, Seller reasonably believes that the sales will not achieve the presales threshold set forth above, then Seller may terminate this Agreement prior to the Contingency Expiration Date, and such termination shall not be deemed a breach of Seller's obligation to use its good faith efforts to achieve the pre-sale requirement.

(d) Buyer understands and agrees that the hotel and other operations anticipated to be operated from the Hotel and/or any commercial operations therein need not be completed and/or operational at the time that the Unit is complete and Buyer is required to close. The existence of the hotel and/or other operations is not a condition to Buyer's obligations under this Agreement, nor is Buyer's obligation to close contingent upon the existence of the hotel or other operations. Seller's current schedule anticipates (without creating any obligation) that the hotel will open approximately six (6) months following the completion of the Unit. The foregoing estimate is for convenience only and shall not create any obligation on Seller to complete the hotel or other facilities at all, of if so, at any particular time. Unless and until the hotel and other operations are open, Buyer understands and agrees that there will be no ability to obtain any services (if any) offered by the hotel or such other operations and no such services will be available.

8. Inspection Prior to Closing.

(a) Buyer will be given an opportunity prior to closing, on the date and at the time scheduled by Seller, to inspect the Unit with Seller's representative. At that time, Buyer will sign an inspection statement listing any alleged defects in workmanship or materials (only within the boundaries of the Unit, itself) which Buyer discovers. If any item listed is actually defective in workmanship or materials (keeping in mind the construction standards generally applicable in Sarasota County, Florida for properties of similar, type, style and age), Seller shall, subject to the other provisions hereof, be obligated to repair those items at its cost within a reasonable period of time after closing, but Seller's obligation to do so will not be grounds for deferring the closing, nor for imposing any condition on closing. **No escrows or holdbacks of closing funds will be permitted.** Buyer understands and agrees that Seller's obligation to repair items in the Unit noted during the pre-closing inspection shall automatically terminate (with Seller having no further obligations for such items) upon the date that Buyer commences construction within and/or improvement of the Unit, whether or not a permit has been obtained. If Buyer fails to take advantage of the opportunity to conduct a pre-closing inspection on the date and time scheduled, for any reason whatsoever, Seller will not be obligated to reschedule an inspection prior to closing and Buyer shall be deemed to have accepted the Unit in its AS-IS/WHERE-IS condition (subject only to warranty obligations of Seller, to the extent applicable and not then expired). Buyer understands and agrees that closing is not conditioned or contingent upon Buyer's performance of a pre-closing inspection.

(b) From and after the closing, Buyer hereby grants Seller and its agents, employees and contractors access to the Unit at reasonable times during normal business hours to complete any necessary repairs to the Unit. If Buyer cannot be present at the time such work is to be performed to facilitate completion of such work, Buyer hereby authorizes Seller, its agents, employees, contractors and sub-contractors to enter the Unit for such purposes using a master key or a key maintained by the Condominium Association. If Buyer cannot or elects not to be present at the time that Seller performs any such work, Buyer hereby waives and releases Seller and the Association and its or their partners, members, managers, contractors, sub-contractors, employees, agents, designees and assigns, from any and all claims that Buyer may have against Seller, the Association, Management Company and its or their partners, members, managers, contractors, sub-contractors, employees, agents, designees and assigns, relating to damage to or theft of property from the Unit that is not due to the negligence or intentional act of Seller, the Association and its or their partners, members, contractors, subcontractors, employees, agents, designees and/or assigns. Buyer acknowledges that all matters pertaining to the initial construction of the Unit will be handled by Seller and Seller's representatives. Buyer agrees not to interfere with or interrupt any workers at the site of the Unit. No personal inspections (other than the one pre-closing inspection referred to above) will be permitted. Buyer may not commence any work on the Unit, other than prepaid options or extras that Seller agrees in writing to provide, until after closing. Buyer recognizes that Seller is not obligated to agree to provide extras or options.

(c) Buyer can examine Seller's Plans and Specifications at Seller's business office, located on site or otherwise at a location identified by Seller, during regular business hours by making an appointment to do so in advance.

(d) The provisions of this Section 8 shall survive (continue to be effective after) closing.

9. Closing Date.

(a) Buyer understands and agrees that Seller has the right to schedule the date, time and place for closing, which shall in no event be scheduled later than twelve (12) months following the Outside Date, however, Buyer understands and agrees that closing may be scheduled sooner, with the exact date, time and place to be determined by Seller.

(b) Before Seller can require Buyer to close, however, two (2) things must be done:

(i) Seller must record the Declaration and related documents in the Sarasota County public records (including the certificate required by Section 718.104(4)(e), Florida Statutes); and

(ii) Seller must obtain a temporary, partial or permanent certificate of occupancy for or covering the Unit from the proper governmental agency (a certificate of occupancy is the official approval needed before a unit may be occupied), but, subject and subordinate to the provisions of Sections 7 and 31 of this Agreement (without limiting the generality of those provisions by this specific reference), the Common Elements, Shared Facilities and other portions of The Properties need not then have certificates of occupancy, nor be completed. Seller does however, agree to complete those amenities within a reasonable period of time following closing, provided, however, that no closing shall occur until the certificate of substantial completion described in Section 718.104(4)(e), F.S. shall have first been recorded. Seller does however, agree to provide or complete, within a reasonable period of time following closing, those roads and facilities for water, sewer, gas, electricity and recreational amenities, which Seller or its agents have represented Seller will provide or complete, or Seller has committed to provide or complete in accordance with the terms of the Condominium Documents. The foregoing sentence shall survive (continue to be effective after) closing.

(c) Buyer will be given at least ten (10) days' notice of the date, time and place of closing. Seller is authorized to postpone the closing for any reason and Buyer will close on the new date, time and place specified in a notice of postponement (as long as at least three (3) days' notice of the new date, time and place is given). A change of time or place of closing only (one not involving a change of date) will not require any additional notice period. Any formal notice of closing, postponement or rescheduling may be given by Seller orally, by telephone, e-mail, facsimile, mail or other reasonable means of communication at Seller's option. All of these notices will be sent or directed to the address, or given by use of the information specified on Page 1 of this Agreement unless Seller has received written notice from Buyer of any change prior to the date the notice is given. These notices will be effective on the date given or mailed (as appropriate). An affidavit of one of Seller's employees or agents stating that this notice was given or mailed will be conclusive. After the notice is given or mailed, and if requested in writing by Buyer, Seller will send a written confirmation of the closing, together with a draft closing statement and other pertinent information and instructions. This written confirmation is given merely as a courtesy and is not the formal notice to close. Accordingly, it does not need to be received by any particular date prior to closing. Buyer agrees, however, to follow all instructions given in any formal notice and written confirmation. If Buyer fails to receive any of these notices or the confirmation because Buyer failed to advise Seller of any change of mailing address, e-mail address, phone number or telecopy number, because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or because of any other reason, Buyer will not be relieved of Buyer's obligation to close on the scheduled date unless Seller agrees in writing to postpone the scheduled date. If Seller agrees in writing to reschedule closing at Buyer's request, or if Buyer is a corporation or other entity and Buyer fails to produce the necessary documentation Seller requests and, as a result, closing is delayed, or if closing is delayed for any other reason (except for a delay desired, requested or caused by Seller), Buyer agrees to pay at closing a late funding charge equal to interest, at the then highest applicable lawful rate, on that portion of the Purchase Price not then paid to Seller (and cleared), from the date Seller originally scheduled closing to the date of actual closing. Buyer agrees that the late funding charge is appropriate in order to cover, among other things, Seller's administrative and other expenses resulting from a delay in closing. **Buyer understands that Seller is not required to reschedule or to permit a delay in closing at Buyer's request, but that if Seller agrees to reschedule closing, in addition to imposing late funding charges, Seller may require that prorations and adjustments be made as of the originally scheduled closing date.**

10. Closing.

(a) The term "closing" refers to the time when Seller delivers the deed to the Unit to Buyer and ownership changes hands. Buyer's ownership is referred to as "title". Seller promises that the title Buyer will receive at closing will be good, marketable and insurable (subject to the permitted exceptions listed or referred to below and the other provisions of this Agreement).

(b) Notwithstanding that Buyer is obligated to pay "all-cash" hereunder, in the event that Buyer obtains a loan for any portion of the Purchase Price and the transaction is governed by the Real Estate Settlement and Procedures Act (RESPA), Buyer shall have the right to

obtain a title insurance commitment and policy for the Unit from its own sources rather than to receive same from Seller, or Buyer may elect to have Seller's closing agent issue the title insurance commitment and policy, in accordance with terms set forth in Section 11 below. In the event that the transaction is governed by RESPA and Buyer elects to obtain a title insurance commitment and policy for the Unit from its own sources rather than to receive same from Seller: (i) Buyer shall provide Seller with written notice of same within ten (10) days following Buyer's execution of this Agreement (unless the estimated closing date is less than ten (10) days following the date hereof, in which event, such notice must be given simultaneously with Buyer's execution of this Agreement), (ii) Seller shall have no obligation to provide a title insurance commitment or policy, or any other evidence of title to Buyer, and (iii) Buyer shall, no later than five (5) business days prior to closing, or on the date of this Agreement, if the closing is scheduled less than five (5) business days following the date of this Agreement, (the "Objection Deadline"), notify Seller in writing if title is not in the condition required by this Agreement and specify in detail any defect (i.e., any matters which make title other than in the condition pursuant to which same is required to be conveyed to Buyer), provided that if Buyer fails to give Seller written notice of defect(s) before the expiration of the Objection Deadline, the defects shall, anything in this Agreement notwithstanding, be deemed to be waived as title objections to closing this transaction and Seller shall be under no obligation whatsoever to take any corrective action with respect to same, and title to the Unit shall be conveyed subject to same.

(c) Unless Buyer has elected, in the manner specified above and if permitted to do so under the conditions set forth above, to obtain a title insurance commitment from its own sources (to the extent that the transaction is governed by RESPA), or Seller has agreed (which it has no obligation to do) to allow Buyer to secure a title insurance commitment from its own sources, Buyer agrees that Seller's designee shall act as closing agent and shall issue the title insurance commitment (and subsequent title insurance policy). Buyer will receive from Seller two (2) documents at closing which Buyer agrees to accept as proof that Buyer's title is as represented above:

(i) A written commitment from a title insurance company licensed in Florida agreeing to issue a policy insuring title or the policy itself. This commitment (or policy) will list any exceptions to title. Permitted exceptions (exceptions which Buyer agrees to take title subject to) are:

(1) Liability for all taxes or assessments affecting the Unit, which are not yet due and payable, starting the year Buyer receives title and continuing thereafter;

(2) All laws, and all restrictions, covenants, conditions, limitations, agreements, reservations and easements now or hereafter recorded in the public records, which may include, without limitation, zoning restrictions, property use limitations and obligations, easements (rights-of-way) and agreements relating to telephone lines, water and sewer lines, storm water management and other utilities;

(3) The restrictions, covenants, conditions, easements, terms and other provisions imposed by the documents contained or referred to in the Condominium Documents (and any other documents which Seller, in its sole discretion, believes to be necessary or appropriate) which are recorded, now or at any time after the date of this Agreement, in the public records, including, without limitation, the Declaration and the Master Covenants;

(4) The Project Encumbrances

(5) Standard exceptions for water-front property and artificially filled-in property which once was navigable waters and all other standard exceptions for similar property;

(6) Any open Notice of Commencement related to Seller's construction or development of, among other things, the Condominium (although Seller will provide an unsecured indemnification to the title insurer selected by Seller, on a form reasonably acceptable to Seller, to induce the title

insurer selected by Seller to insure Buyer's title without exception for unfiled construction liens relating to the Notice of Commencement). To the extent that this transaction is governed by RESPA and Buyer elects to obtain title services through its own sources rather than from Seller's designee, Seller will only provide the title insurer selected by Buyer the same form of unsecured indemnification described above and Buyer assumes all obligations to obtain a title insurance commitment (and subsequent title insurance policy) without exception for unfiled construction liens, or otherwise, Buyer agrees to take title subject to the Notice of Commencement and any related unfiled liens;

(7) Pending governmental liens as of closing (Seller will be responsible, however, for certified governmental liens or special assessment liens as of closing, provided, however, that to the extent that any such certified liens are then due or are payable in installments, Seller shall only be responsible for those payments and/or installments which became due prior to closing, and Buyer hereby assumes all payments and/or installments coming due after closing);

(8) All standard printed exceptions contained in an ALTA Owner's title insurance policy issued in Sarasota County, Florida; and

(9) Any matters not listed above as long as title insurance coverage is available for these matters from a nationally recognized title insurer.

(ii) A Special Warranty Deed. At closing, Seller promises to give Buyer a special warranty deed to the Unit. The special warranty deed will be subject to (that is, contain exceptions for) all of the matters described above.

(d) To the extent that the transaction is governed by RESPA and in the event Buyer elects to obtain a title insurance commitment and policy for the Unit from its own sources rather than to receive same from Seller, Buyer will receive the special warranty deed described in Section 10(c)(ii) above which Buyer agrees to accept as proof that Buyer's title is as represented above. Buyer will also receive at closing a bill of sale for any appliances and/or furnishings, if any, included in the Unit, and Seller's form of owner's ("no lien") affidavit, closing agreement, FIRPTA (non-foreign) affidavit and an assignment of the exclusive right to use any appurtenances to the Unit, if any, as described herein. When Buyer receives the special warranty deed at closing, Buyer will sign Seller's closing agreement, a settlement statement, if Buyer is a legal entity, an affidavit, and/or other evidence required by Seller or Seller's closing agent, certifying the identity of the "beneficial owner(s)" (as such term is defined by the United States Department of the Treasury Financial Crimes Enforcement Network ("FinCEN")) of the entity and the authorized representative of the entity, and otherwise as may be required to comply with any requirements of any orders now or hereafter issued by FinCEN (or any other governmental or quasi-governmental agencies), and all papers that Seller deems reasonably necessary or appropriate for transactions of this nature.

(e) If Seller cannot provide the quality of title described above, Seller will have a reasonable period of time (at least sixty (60) days) to correct any defects in title. If Seller cannot, after making reasonable efforts to do so (which shall not require the bringing of lawsuits or the payment or satisfaction of involuntary liens or judgments) correct the title defects, Buyer will have two options:

(i) Buyer can accept title in the condition Seller offers it (with defects) and pay the full Purchase Price for the Unit with exceptions for such title matters to be contained in the special warranty deed for the Unit. Buyer will not make any claims against Seller because of the defects; or

(ii) Buyer can cancel this Agreement and receive a full refund of Buyer's deposits.

(f) At the same time Buyer receives the special warranty deed, Buyer agrees to pay the balance of the Purchase Price and any additional amounts owed under this Agreement. Seller has no obligation to accept funds other than as set forth in Section 3 above. Until all sums have been received and cleared, Seller will be entitled to a vendor's lien on the

Unit (which Buyer agrees Seller may unilaterally record in the Public Records of the County).

(g) At or prior to Closing, Buyer must present written evidence to Seller that Buyer has established an account for electric service to the Unit with FP&L (or any successor supplier of electric service to the Unit) and that electric service to the Unit is to commence (on Buyer's account) as of closing.

(h) This Section shall survive (continue to be effective after) closing.

11. Additional Fees and Costs.

(a) Buyer understands and agrees that, in addition to the Purchase Price for the Unit, Buyer must pay certain other fees, costs, expenses and/or other sums when the title is delivered to Buyer at closing. These include:

(i) A "development fee" equal to one and one-half percent (1.5%) of the Purchase Price (and of any charges for options, modifications or extras now or hereafter contracted for which are not included in the Purchase Price).

(ii) To the extent that the transaction is governed by RESPA and Buyer has elected, in the manner provided herein, to obtain a title insurance commitment and policy from its own sources, or to the extent that Seller otherwise allows Buyer to utilize its own title agent (which Seller has no obligation to do if the transaction is not governed by RESPA) all costs in connection with title search, title review and the premium for the title insurance commitment and title insurance policy.

(iii) Any surtax payable in connection with the conveyance of the Unit.

(iv) An initial contribution in an amount equal to the aggregate of twice the regular monthly assessment for the Unit due to the Condominium Association and/or Shared Facilities Manager, all as determined at the time of closing, and which contribution is payable directly to the applicable entities to provide them with operating funds. The contribution may be used by the recipient for any purpose, including, payment of ordinary Common Expenses or operating costs, and will not be credited against regular assessments or charges. The amount of this contribution may change, however, if the monthly assessments change prior to closing (see Section 17).

(v) Any and all sales tax due in connection with the acquisition of any furnishings, finishes and/or equipment.

(vi) If Buyer is a trust, corporation or other business entity, Buyer agrees to pay to Seller and/or Seller's closing agents, in addition to any other sums described in this Agreement, an administrative fee in the amount of $500.00.

(vii) Reimbursement to Seller of any fees paid by Seller to Escrow Agent to hold, and administer the escrowing and disbursement of, Buyer's deposits.

(viii) A non-refundable move-in fee, in such amounts as may be established at the time of move-in by the Association, as and to the extent permitted by law.

(ix) A reimbursement to Seller for any utility, cable or interactive communication deposits or hook-up fees, and/or governmental impact fees, which Seller may have advanced prior to closing for the Unit or applicable to the Unit, together with any deposits charged by the utility provider in connection with opening accounts for utility services intended to be charged directly to the Unit.

(x) Any remaining outstanding sums and/or any sales tax due for any options or upgrading of standard items included, or to be included, in the Unit as agreed to in writing by both Buyer and Seller.

(xi) A fee of $225.00 to Seller, and/or Seller's closing agents, for, among other things, charges incurred in connection with coordinating the closing with Buyer and/or Buyer's lender, including, without limitation, charges for messenger services, long

distance telephone calls, photocopying expenses, telecopying charges and others.

(xii) All fees and charges payable to any attorney selected by Buyer to represent Buyer. The amount of any such charges is now unknown.

(xiii) The late funding charges provided for elsewhere in this Agreement, or any increases in items(b)(i), (b)(ii) or (b)(iii) below, as provided below. The amount of any such charges is now unknown.

(b) Seller agrees to pay the following closing costs at closing:

(i) the costs of officially recording the deed in the Public Records of the County (presently, recording fees are $10.00 for the first page of an instrument and $8.50 for each additional page);

(ii) documentary stamp taxes payable in connection with the deed conveying the Unit to Buyer (presently, documentary stamp taxes are $.70 for each $100.00 of consideration); and

(iii) the title insurance premium for any title insurance policy issued by Seller's closing agent. If the transaction is covered by RESPA and Buyer elects to have its own title agent issue the title insurance policy, or for any other reason, Buyer does not obtain a title policy from Seller's closing agent, Buyer shall be obligated for the payment of the title insurance premium charged by Buyer's title insurance agent, as well as any other title search fees incurred by Buyer's title agent, as set forth above.

(c) Notwithstanding the foregoing, in the event of increases in either the recording fees imposed by the County, the documentary stamp tax rates or the promulgated title insurance premiums, subsequent to the date of this Agreement, or in the event of the imposition of any surcharge or any new governmental tax or charge on deeds or conveyances, Buyer agrees to pay all such increases, surcharges or new taxes or charges, in addition to the development fee.

(d) Buyer understands and agrees that Seller may utilize the Development Fee for payment of the closing costs for which Seller is obligated, but that the balance of such "Development Fee" shall be retained by Seller to provide additional revenue and to offset certain of its construction and development expenses, including without limitation, certain of Seller's administration expenses and Seller's attorneys' fees in connection with the development of the Condominium. Accordingly, Buyer understands and agrees that the Development Fee is not for payment of closing costs or settlement services (other than to the extent expressly provided above), but rather represents additional funds to Seller which are principally intended to provide additional revenue and to cover various out-of-pocket and internal costs and expenses of Seller associated with the development of the Condominium.

(e) If Buyer obtains a loan for any portion of the Purchase Price, Buyer will be obligated to pay any loan fees, closing costs, escrows, appraisals, credit fees, lender's title insurance premiums, prepayments and all other expenses charged by any lender giving Buyer a mortgage, if applicable. Additionally, if Buyer obtains a loan and elects to have Seller's closing agent act as "loan" closing agent as well, Buyer agrees to pay, in addition to any other sums described in this Agreement, such closing agent an aggregate sum equal to $1,595.00, for a simultaneously issued mortgagee's title insurance policy, the agent's title examination, title searching and closing services related to acting as "loan closing agent". In addition to that sum, Buyer shall be obligated to pay the premiums (at promulgated rate) for any title endorsements requested by Buyer's lender. If the transaction is governed by RESPA, Buyer shall not be obligated to use Seller's closing agent as Buyer's loan closing agent, and if Buyer elects to use another agent, Buyer will not be obligated to pay to Seller's closing agent the amounts described in this paragraph (although Buyer will be obligated to pay to Buyer's loan closing agent such fees and expenses as are agreed to by Buyer and that closing agent). Notwithstanding any of the references in this paragraph to Buyer obtaining a loan, nothing herein shall be deemed to make this Agreement, or the Buyer's obligations under this Agreement, conditional or contingent, in any manner, on the Buyer obtaining a loan to finance any portion of the Purchase Price;

it being the agreement of the Buyer that the Buyer shall be obligated to close "all cash" and that no delays in closing shall be provided to accommodate loan closings. Notwithstanding the foregoing, nothing herein shall require Buyer to choose to elect Seller's closing agent to act as loan closing agent, nor shall anything herein obligate Seller's closing agent to act as loan closing agent (even if selected by Buyer).

(f) Current expenses of the Unit (for example, taxes and governmental assessments, levies and/or use fees and current monthly assessments, charges and/or impositions of the Condominium Association and/or Shared Facilities Manager and any interim service fees imposed by governmental authorities) will be prorated between Buyer and Seller as of the date of closing. Additionally, at closing, Buyer shall be obligated to prepay the next month's maintenance assessments, charges and/or impositions to the Condominium Association and Shared Facilities Manager. These prepayments are in addition to Buyer's obligation to pay the initial contributions, as described above. If taxes for the year of closing are assessed on the Condominium as a whole, Buyer shall pay Seller, at closing, the Unit's allocable share of those taxes (as estimated by Seller and subject to reproration when the actual tax bill is available) for the Unit from the date of closing through the end of the applicable calendar year of closing. Buyer should understand that during the year in which the Declaration of Condominium is recorded, it is likely that real property taxes will be assessed as a whole against the entire Condominium Property (rather than on a unit-by-unit basis, which is how the Condominium Property will be assessed during all years following the year during which the Declaration is recorded). As such, if Buyer is closing in the calendar year during which the Declaration is recorded, Buyer should anticipate having to pay to Seller, at closing, the estimated prorated amount of real property taxes attributable to the Unit for the period from the date of closing through December 31 of the year of closing. Depending upon the value of the Unit, this may be a substantial sum. If taxes for the year of closing are assessed on a unit-by-unit basis, Buyer and Seller shall prorate taxes as of the closing date based upon the actual tax bill, if available, or an estimate by Seller, if not available, with Buyer responsible for paying the full amount of the tax bill and Seller reimbursing Buyer for Seller's prorated share of those taxes. Buyer agrees that Seller's prorated share of the taxes due as of closing need not be paid to Buyer, however, until the actual tax bill is presented to Seller; and any proration based on an estimate of the current year's taxes shall be subject to reproration upon request of either party; provided, however, that any request for reproration is made within six (6) months following the issuance of the actual tax bill for the Unit (it being assumed, for purposes hereof, that tax bills are issued on November 1 of each tax year) or the date of the final determination of any property tax appeal (if the taxes for the year of proration have been appealed). No request for proration made beyond the six (6) month period shall be valid or enforceable. In addition, Buyer shall pay, or reimburse Seller if then paid, for any interim proprietary and/or general service fees imposed by any governmental municipality or governmental authority having jurisdiction over the Unit. This paragraph shall survive (continue to be effective after) closing.

12. Adjustments with the Association. Buyer understands that Seller may advance money to the Condominium Association to permit it to pay for certain of its expenses (for example, but without limitation, insurance premiums, Common Element utility and/or cable or other interactive communication charges and deposits, permit and license fees, charges for service contracts, salaries of employees of the Condominium Association and other similar expenses). Seller is entitled to be reimbursed by the Condominium Association for all of these sums advanced by Seller, to the extent in excess of Seller's assessment obligations (and/or deficit funding obligations, if any). To the extent that Seller is entitled to reimbursement, the Condominium Association will reimburse Seller out of regular assessments paid by Buyer and other owners as those contributions and assessments are collected, or as otherwise requested by Seller. Seller also, at its election, may receive reimbursement (to the extent that it is otherwise entitled to reimbursement) for these payments by way of a credit against any sums it may become obligated to pay to the Condominium Association. To the extent that there is any guarantee of assessments in place and in effect, no initial contributions of purchasers to the Condominium Association may be used for such purposes however. The provisions of this Section 12 will survive (continue to be effective after) closing.

13. Default.

(a) If Buyer fails to perform any of Buyer's obligations under this Agreement (including making scheduled deposits and other payments) Buyer will be in "default". If Buyer is still in default twenty (20) days after Seller sends Buyer written notice thereof, Seller shall be entitled to the remedies provided herein. **If, however, Buyer's default is as a result of failing to close on the scheduled date, then, in addition to all other remedies provided**

herein (if any), Seller can terminate this Agreement without giving Buyer any prior (or subsequent) notification or opportunity to close at a later date.

(b) Upon Buyer's default (and the expiration of any notice period, if applicable), all Buyer's rights under this Agreement will end and Seller can terminate this Agreement and resell the Unit for a higher or lower price without any accounting to Buyer. Buyer understands and agrees that Buyer's default will damage Seller, in part because of the following: (i) Seller has taken the Unit off the market for Buyer, (ii) Seller has relied upon use of Buyer's deposits to fund the construction and development of the Condominium as and to the extent permitted by law, (iii) Seller has incurred interest and financing costs to acquire, own and develop the Condominium Property, (iv) Seller has committed or expended funds, arranged labor and made purchases or commitments for materials, finishes and/or appliances in reliance upon being able to use Buyer's deposits, and Buyer's fulfillment of its obligations under this Agreement, and (v) Seller has spent money on sales, advertising, promotion and construction of the Condominium Property and has incurred other costs incident to this sale and will have to spend additional sums to re-market and re-sell the Unit. As compensation for this damage, in the event Seller cancels this Agreement because of Buyer's default, Buyer authorizes Seller to keep (or if not then paid by Buyer, Buyer will pay to Seller), all deposits and other pre-closing advance payments (including, without limitation, those on options, extras, upgrades and the like) Buyer has then made (and which would have been required to have been made had Buyer not defaulted) and all interest which was, or would have been, earned on them, all as liquidated damages (and not as a penalty). Any damage or loss that occurs to the Property while Buyer is in default will not affect Seller's right to liquidated damages. Buyer and Seller agree to this because there is no other precise method of determining Seller's damages.

(c) If Seller fails to perform any of Seller's obligations under this Agreement, Seller will be in "default". If Seller is still in default twenty (20) days after Buyer sends Seller notice thereof (or such longer time as may reasonably be necessary to cure the default if same cannot be reasonably cured within twenty (20) days), Buyer may pursue such rights as may be available in equity and/or under applicable law, except Buyer may not seek specific performance of Seller's obligations or damages in excess of its actual damages, and Seller is entitled to defend itself to the maximum lawful extent. To the fullest extent permitted under applicable by law, Buyer hereby knowingly, fully and unconditionally waives, releases and relinquishes any and all claims or rights to specific performance or damages in excess of its actual damages, and agrees that Seller is entitled to defend itself to the maximum lawful extent.

(d) The provisions of this Section 13 will survive (continue to be effective after) closing or any termination of this Agreement.

14. Construction Specifications.

(a) The Unit and the Condominium will be constructed in substantial accordance with the plans and specifications therefor kept in Seller's construction office, as such plans and specifications are amended from time to time. Seller may make such changes in the plans and specifications that it deems appropriate at any time, to accommodate its in the field construction needs (as more fully discussed in this Section 14) and in response to recommendations or requirements of local, state or federal governmental or quasi-governmental agencies or applicable utility and/or insurance providers or Seller's design professionals and/or contractors or suppliers. Such plans and specifications, as they are so amended, are referred to in this Agreement as "Seller's Plans and Specifications". Without limiting Seller's general right to make changes, Buyer specifically agrees that the changes described above, changes to Units to cause same to be readily accessible for handicapped persons and/or to otherwise comply with applicable disability requirements of Town, State or Federal law and changes in the location of utility (including, but not limited to, television, intranet, internet, antennae, telephone and other technologies, equipment and wiring) lead-ins and outlets, air-conditioning equipment, ducts and components, lighting fixtures and electric panel boxes, soffits and in the general layout of the Unit and Condominium, may be made by Seller in its discretion.

(b) In furtherance of the understanding and agreement stated above, Buyer acknowledges and agrees that it is a widely observed construction industry practice for pre-construction plans and specifications for any unit or building to be changed and adjusted from time to time in order to accommodate on-going, "in the field" construction needs. These changes

and adjustments are essential in order to permit all components of the Unit and the Building to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Because of the foregoing, Buyer acknowledges and agrees that it is to Buyer's benefit to allow Seller the flexibility to make such changes in the Unit and the Condominium.

(c) Buyer further acknowledges and agrees that (i) the plans and specifications for the Unit and the Condominium on file with the applicable governmental authorities may not, initially, be identical in detail to Seller's Plans and Specifications, and (ii) because of the day-to-day nature of the changes described in this Section 14, the plans and specifications on file with applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree: **that the Unit and the Condominium may not be constructed in accordance with the plans and specifications on file with applicable governmental authorities. Without limiting the generality of Section 29 Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Unit and/or the Building, and that which is set forth on the plans, Buyer agrees that the actual construction shall prevail and to accept the Unit and Building as actually constructed (in lieu of what is set forth on the plans).**

(d) Buyer understands and agrees that in designing the Condominium, the stairwells serving the Condominium Property are intended primarily for ingress and egress in the event of emergency and, as such may be constructed and left unfinished solely as to be functional for said purpose, without regard to the aesthetic appearance of said stairwells. Similarly, the garage and utility pipes serving the Condominium are intended primarily for functional purposes, and as such may be left unfinished without regard to the aesthetic appearance of same. Further, Buyer hereby acknowledges and agrees that sound and/or odor transmission in a multi-story building such as the Condominium is very difficult to control, and that noises and odors from adjoining or nearby Units or other improvements, noises and/or vibrations from nearby traffic, HVAC and/or mechanical equipment, and/or elevators, plumbing and/or piping installations, and/or noises from activities at the Hotel and/or from Hotel events or events offered from any commercial operations within the Hotel can often be heard in other Units. Without limiting the generality of Section 29, Seller does not make any representation or warranty as to the level of sound and/or odor transmission, and Buyer hereby waives and expressly releases any such warranty and claim for loss or damages resulting from vibration, sound and/or odor transmission between and among Units, vibrations from HVAC and/or mechanical equipment and the other portions of the Condominium Property, and Buyer hereby waives and expressly releases any such warranty and claim for loss or damages resulting from vibration, sound and/or odor transmission.

(e) Buyer understands and agrees that there are various methods for calculating the square footage and dimensions of a Unit and that depending on the method of calculation, the measured square footage of the Unit may be more or less than Buyer had anticipated. Typically, marketing materials will calculate the dimensions of the Unit from the exterior boundaries of the exterior walls to the centerline of interior demising walls, including common elements such as structural walls and other interior structural components of the building. Architectural or marketing size is larger than the size of the Unit determined strictly in accordance with the boundaries of the Unit set forth in the Declaration. Additionally, references in marketing materials to ceiling heights are generally taken from the top of the unfinished floor slab to the underside of the upper unfinished concrete slab, which is greater than the actual clearance that will result between the top of the finished floor coverings and the underside of the finished ceiling as same may be affected by any drop ceilings or soffits, including without limitation to accommodate mechanical equipment. Any listed ceiling heights are approximate and subject to change. Accordingly, during the pre-closing inspection, Buyer should, among other things, review the size and dimensions of the Unit. Buyer shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed to Buyer at any time prior to closing, whether included as part of the Condominium Documents, Seller's promotional materials or otherwise.

(f) The agreements and waivers of Buyer contained in this Section 14 will survive (continue to be effective after) the closing. Notwithstanding the foregoing, Buyer shall not be deemed to waive its rights, to the extent available, pursuant to Section 718.503(1)(a)1, F.S., and Section 718.506, F.S.

15. Certain Items and Materials.

(a) Subject to the other provisions of this Agreement, including, without limitation, those which allow for Seller to make substitutions, modifications and other changes, Buyer understands and agrees that the Unit is presently contemplated to those items of finish and/or decoration described on **Exhibit "A"** attached hereto (the "Standard Improvements").

(b) Except as otherwise described above, Buyer understands and agrees that certain items such as the following, which may be seen in model Units (if any), brochures or in illustrations, are not included with the sale of the Unit if not otherwise described as part of the Standard Improvements: floor coverings, wall coverings (including paint other than base primer), accent light fixtures, wall ornaments, drapes, blinds, furniture, knickknacks and other decorator accessories, lamps, mirrors, graphics, pictures, plants, wall-hung shelves, wet bars, intercoms, sound systems, kitchen accessories, linens, window shades, security systems, certain built-in fixtures, cabinetry, carpets or other floor coverings and colors, wood trim, other upgraded items, balcony treatments (e.g., tile, stone, marble, brick, chattahoochee, scored concrete or wood trim), barbecues, planters, window screens, landscaping and any other items of this nature which may be added or deleted by Seller from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed in the model Units (if any) or shown in illustrations strictly for the purpose of decoration and example only. Items such as these will not be included in the Unit unless specifically provided for in a signed amendment or other writing to this Agreement signed by both Buyer and Seller. Certain of these items may not even be available. In the event that Seller does provide any of these or other items, however, Buyer agrees to accept them, although not requested by Buyer, as long as Buyer is not required to pay for such items. There is no obligation for Seller to provide models but if so provided, the foregoing disclaimers will apply: Any appliances and/or design features or finishes which may be contained in any sales center or model apartments are, if to be included with the Unit, conceptual only and subject to change. Buyer understands agrees that the exact models and manufacturers of appliances to be included with the Unit are subject to change, and that items shown in the sales center and/or model apartments are merely indications of the relative quality of the items to be included (without being representations by Seller as to the actual items to be included). There is no obligation for Seller to provide a model apartment, but if so provided, the foregoing disclaimers will apply.

(c) Buyer further understands and agrees that: (i) certain items, if included with the Unit, such as tile, marble, stone, granite, cabinets, wood, stain, grout, wall and ceiling textures, mica and carpeting, are subject to size, pattern, layout and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturer from those shown in the models or in illustrations or included in Seller's Plans and Specifications or in the published list of standard features (if any); (ii) certain colors as shown in displays or in the models, including, but not limited to, stone, marble, granite, cabinetry, carpeting and wood stain, will weather and fade and may not be duplicated precisely; and (iii) stone and other natural products may not match where pieces meet (everything in the foregoing clauses (i) through (iii) being hereinafter collectively referred to as the "Natural Variations"). If circumstances arise which, in Seller's opinion, warrant changes in selection of suppliers, manufacturers, brand names, models or items, design professionals, including, without limitation, any interior designer or architect, or if Seller elects to omit certain items, Seller may modify the interior design concepts and the list of standard features or make substitutions for equipment, material, appliances, brands, patterns, layout, models, etc., with items which in Seller's opinion are of equal or better quality (regardless of cost). Buyer also understands and agrees that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor (if any). Buyer recognizes that certain colors as shown in displays or in the models, including, but not limited to, stone, marble, granite, cabinetry, carpeting and wood stain, will weather and fade and may not be duplicated precisely.

(d) If Seller allows Buyer to select certain colors and/or materials in the Unit (which Seller is not obligated to do), Buyer understands and agrees that Buyer must submit Buyer's selections to Seller in writing within fourteen (14) days after the date the list of selections (if any) is made available to Buyer. If these selections (if any) are not delivered to Seller in writing within the time period stated above, then it is agreed and understood that the choices will be made by Seller in Seller's sole discretion.

(e) The agreements and waivers of Buyer contained in this Section 15 will survive (continue to be effective after) closing.

16. Litigation.

(a) In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys', paralegals and para-professionals fees and court costs at all trial and appellate levels. In addition, in the event of any litigation between the parties related to this Purchase Agreement the parties shall and hereby submit to the personal jurisdiction of the state and federal courts of the State of Florida.

(b) SELLER AND BUYER AGREE THAT NEITHER SELLER, BUYER, NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF SELLER OR BUYER (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDINGS, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE CONDOMINIUM DOCUMENTS, ANY RULES OR REGULATIONS OF THE ASSOCIATION, OR ANY INSTRUMENT EVIDENCING OR RELATING TO ANY OF THE FOREGOING, OR ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY ACTIONS, DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NONE OF THE PARTIES WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY NEGOTIATED BY THE PARTIES AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. SELLER HAS NOT IN ANY WAY INDICATED THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

(c) Inasmuch as Buyer's decision to purchase a Unit is personal and the circumstances regarding the offering of the Unit are unique to Buyer, Buyer agrees that BUYER SHALL NOT JOIN OR CONSOLIDATE CLAIMS WITH OTHER PURCHASERS OF UNITS OR LITIGATE IN COURT OR THROUGH OTHER FORMS OF PROCEEDINGS ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(d) This Section will survive (continue to be effective after) any termination of this Agreement, but shall otherwise be deemed merged into the deed at closing.

17. Maintenance Fee.

(a) Buyer understands and agrees that the Estimated Operating Budgets for the Condominium Association and Shared Facilities (the "Budgets") contained in the Condominium Documents provide only an estimate of what it will cost to run the Association and Shared Facilities during the period of time stated in the Budgets. The Budgets are not guaranteed to accurately predict actual expenditures. Actual expenditures may vary based upon a number of factors, many of which are out of Seller's control. These factors include, without limitation, changes in costs, wages, environmental considerations and the effects of natural disasters. In making a decision to acquire the Unit, Buyer should factor in these potential increases in the Budgets that may occur prior to closing, and after (and the resultant increases in the assessment amounts). Seller (prior to creation of the Condominium), and thereafter the Board (subject to any applicable limitations in the Act) or the applicable entity responsible for the Budget reserves the right to make changes in the Budgets at any time to cover increases or decreases in actual expenses or in estimates.

(b) The provisions of this Section 17 will survive (continue to be effective after) closing.

18. Condominium Association. This Agreement is also Buyer's application for membership in the Association, which membership shall automatically take effect at closing. At that time, Buyer agrees to accept all of the liabilities and obligations of membership.

19. Seller's Use of the Condominium Property. As long as Seller owns a unit or units, and/or any other portions of The Properties or Future Development Property, and is offering same for sale in the ordinary course of business, it and its agents are hereby given full right and authority to place and maintain on, in and about the Condominium Property and/or The Properties (excluding the Unit after closing) model units, sales and leasing offices, administrative offices, signs and lighting related to construction and sales promotion purposes, for such period of time, at such locations and in such forms as shall be determined by Seller in its sole and absolute discretion. Seller, its employees, agents contractors, sub-contractors and prospective buyers are also hereby given, for construction and sales promotion purposes, the right of entry upon, ingress to, egress from and other use of the Condominium and/or Association Property and/or other portions of The Properties (excluding the Unit after closing), and the right to restrict and regulate access to the Common Elements and/or Association Property, subject to Buyer's reasonable access to and from the Unit after closing, for the purposes of completing construction of the Common Elements, Association Property and/or other units within the Condominium. Seller's salespeople can show units, the Association Property and/or the Common Elements, erect advertising signs and do whatever else is necessary in Seller's opinion to help sell, resell, finance or lease units or other portions of any improvements to be constructed upon the Condominium Property or develop and manage the Condominium Property and/or Association Property and/or to provide management and administration and/or financial services, but Seller's use of the Condominium Property and/or Association Property must be reasonable, and cannot unreasonably interfere with Buyer's use and enjoyment of the Unit. This Section will survive (continue to be effective after) closing.

20. Sales Commissions. Seller will pay all sales commissions due its in-house sales personnel and/or exclusive listing agent and the co-broker, if any, identified at the end of this Agreement (if such space is left blank, it shall mean that Seller has not agreed to pay any co-broker and that Buyer represents that there is no co-broker who can claim a fee or other compensation (as a result of the transaction contemplated hereby) by, through or under Buyer), provided that such co-broker has properly registered with Seller as a participating co-broker. Seller has no responsibility to pay any sales commissions to any other broker or sales agent with whom Buyer has dealt. Buyer will be solely responsible to pay any such other brokers. By signing this Agreement, Buyer is representing and warranting to Seller that Buyer has not consulted or dealt with any broker, salesperson, agent or finder other than Seller's sales personnel (and the co-broker, if any, named at the end of this Agreement), nor has the sale been procured by any real estate broker, salesperson, agent or finder other than Seller's sales personnel (and the co-broker, if any, named at the end of this Agreement). Buyer will defend (with counsel acceptable to Seller), indemnify and hold Seller harmless for and from any such person or company claiming otherwise. Buyer's indemnity and agreement to hold Seller harmless includes, without limitation, Buyer's obligation to pay or reimburse Seller for all commissions, damages and other sums for which Seller may be held liable and all attorneys' fees and court costs actually incurred by Seller (including those for appeals), regardless of whether a lawsuit(s) is actually brought or whether Seller ultimately wins or loses. This Section 20 will survive (continue to be effective after) closing and/or any earlier termination of this Agreement.

21. Notices.

(a) Whenever Buyer is required or desires to give notice to Seller, the notice must be in writing and it must be sent by: (i) certified mail, postage prepaid, with a return receipt requested (ii) hand delivery or (iii) a recognized overnight courier service (i.e., Fed Ex, United Parcel Service, etc.), to Seller at the following address: 7940 Via Dellagio Way #200, Orlando, FL 32819, Attn: Residences at Longboat Key Project Manager, or such other address as Seller may otherwise direct.

(b) Unless this Agreement states other methods of giving notices, whenever Seller is required or desires to give notice to Buyer, the notice must be given either in person, by telephone (to the telephone number indicated on Page 1 of this Agreement) or in writing and, if in writing, it must be sent either by: (i) certified mail, postage prepaid, with a return receipt requested (unless sent outside of the United States, in which event written notices to Buyer may be sent by regular air mail); (ii) facsimile transmission if Buyer has indicated a telecopy number on Page 1 of this Agreement; (iii) electronic transmission, if Buyer has indicated an email address on Page 1 of this Agreement; or (iv) hand delivery or by recognized overnight courier service (i.e., Fed Ex, Express Mail, United Parcel Service, etc.), to the address for Buyer set forth on Page 1 of this Agreement. By giving the telephone number, telecopy number and/or email address on Page 1 of this Agreement, Buyer hereby consents and agrees to receiving telephonic, facsimile and/or email

communications, including advertisements, as applicable, made or given by Seller hereunder. Additionally, by providing this information, you agree to receive, at the numbers and/or contact information provided, solicitations via mail, e-mail, calls and/or text messages from live persons or from an automatic telephone dialing system, or artificial or prerecorded voice, from the Seller, the Association, the Management Company, the Shared Facilities Manager, Shared Facilities Element Owner, any utility service providers and/or any of their affiliates or third parties to whom the Seller, the Association, the Management Company, the Shared Facilities Manager, Shared Facilities Element Owner provide your information. Consent is not a condition of any purchase.

(c) A change of address notice must also be in writing and is effective only when it is received. As to other notices, notices delivered by certified mail, shall be deemed received by Buyer on the date that the postal service first attempts delivery of the notice at the Buyer's address (regardless of whether delivery is accepted). Notices delivered by facsimile transmission shall be deemed received on the date that Seller gets confirmation (from the sending machine) that the facsimile was transmitted to the receiving facsimile number. Notices delivered by electronic transmission (e-mail) shall be deemed received by Buyer on the date sent by Seller. Notices delivered by hand delivery or overnight courier service shall be deemed received on the date that the delivery service or overnight courier service first attempts delivery of the notice at the Buyer's address (regardless of whether delivery is accepted). All permitted non-written notices to Buyer are deemed received on the date given by Seller. Further, Buyer expressly understands and agrees that all notices from Seller are and will be in English and to the extent that any person prepares a translation thereof, the English original version nevertheless is controlling.

22. Transfer or Assignment. Buyer shall not be entitled to assign this Agreement or its rights hereunder without the prior written consent of Seller, which may be withheld by Seller with or without cause (and even if Seller's refusal to grant consent is unreasonable). To the extent that Seller consents to any such assignment, said consent may be conditioned in any manner whatsoever including, without limitation, charging an assignment or transfer fee to be determined in Seller's sole and absolute discretion and requiring full disclosure of any beneficial owners of any proposed assignee that is an entity. Any such assignee that is consented to by Seller must fully assume all of the obligations of Buyer hereunder by written agreement for Seller's benefit, a counterpart original executed copy of which shall be delivered to Seller. If Buyer is a corporation, partnership, other business entity, trustee or nominee, a direct or indirect transfer of any stock, voting interest, partnership interest, membership interest, equity, beneficial or principal interest in Buyer will constitute an assignment of this Agreement requiring prior written consent by Seller. No assignment or transfer in violation of the restrictions set forth herein shall be valid or binding on Seller. Without limiting the generality of the foregoing, Buyer shall not, prior to closing on title to the Unit, unless first obtaining the prior written consent of Seller (which may be granted or withheld in Seller's sole and absolute discretion) (i) advertise, market and/or list the Unit for lease, sale or resale, whether by placing an advertisement, listing the Unit with a broker, posting signs at the Unit or at the Condominium, allowing the Unit to be listed for sale on the internet or the Multiple Listing Service, hiring a broker, directly or indirectly, to solicit interest in a resale or otherwise or (ii) enter into any contract or agreement, written or otherwise, for the sale or lease of the Unit with a third party. Notwithstanding any permitted assignment or transfer of any interest in this Agreement and/or the Unit, nothing shall relieve or release Buyer from any obligations or liabilities under this Agreement.

23. Others Bound by this Agreement. If Buyer dies or in any way loses legal control of Buyer's affairs, this Agreement will bind Buyer's heirs and personal representatives. If Buyer has received permission to assign or transfer Buyer's interest in this Agreement, this Agreement will bind anyone receiving such interest. If Buyer is a corporation or other business entity, this Agreement will bind any successor corporation or entity resulting from merger, reorganization or operation of law. If more than one person signs this Agreement as Buyer, each will be equally liable, on a joint and several basis, for full performance of all Buyer's duties and obligations under this Agreement and Seller can enforce this Agreement against either as individuals or together.

24. Public Records. Buyer authorizes Seller to record the documents needed to establish and operate the Condominium, as well as all other documents which Seller deems necessary or appropriate, in the Public Records of Sarasota County, Florida. Neither this Agreement, nor any notice or memorandum hereof (nor any Lis Pendens), may be recorded by Buyer. **Buyer further agrees not to seek to impose any type of lien or other claim upon the Unit or all or any portion of the Condominium Property (or the property upon which the Condominium is being developed), equitable or otherwise, and any right to impose or seek any such lien or other claim is hereby knowingly, fully and unconditionally waived by Buyer.**

25. Buyer's Right to Cancel**.**

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

If Buyer does not cancel this Agreement during this 15-day period in the manner set forth above, it means that Buyer ratifies this Agreement and the Condominium Documents and Buyer agrees that their provisions are fair and reasonable in Buyer's opinion.

26. Florida Law; Severability.

(a) Any disputes that develop under this Agreement and any issues that arise regarding the entering into, validity and/or execution of this Agreement will be settled according to Florida law. If any part of this Agreement violates a provision of applicable law, the applicable law will control. In such case, however, the rest of this Agreement (not in violation) will remain in force.

(b) Without limiting the generality of the foregoing, it is Buyer's and Seller's mutual desire and intention that all provisions of this Agreement be given full effect and be enforceable strictly in accordance with their terms. If, however, any part of this Agreement is not enforceable in accordance with its terms or would render other parts of this Agreement or this Agreement, in its entirety, unenforceable, the unenforceable part or parts are to be judicially modified, if at all possible, to come as close as possible to the expressed intent of such part or parts (and still be enforceable without jeopardy to other parts of this Agreement, or this Agreement in its entirety), and then are to be enforced as so modified. If the unenforceable part or parts cannot be so modified, such part or parts will be unenforceable and considered null and void in order that the mutual paramount goal (that this Agreement is to be enforced to the maximum extent possible strictly in accordance with its terms) can be achieved.

(c) Without limiting the generality of the foregoing, if the mere inclusion in this Agreement of language granting to Seller certain rights and powers, or waiving or limiting any of Buyer's rights or powers or Seller's obligations (which otherwise would be applicable in the absence of such language), results in a final conclusion (after giving effect to the above judicial modification, if possible) that Buyer has the right to cancel this Agreement and receive a refund of Buyer's deposits, such offending rights, powers, limitations and/or waivers shall be struck, canceled, rendered unenforceable, ineffective and null and void. Under no circumstances shall either Buyer or Seller have the right to cancel this Agreement solely by reason of the inclusion of certain language in this Agreement (other than language which is intended specifically to create such a cancellation right).

(d) The provisions of this Section 26 shall survive (continue to be effective after) closing or any earlier termination of the Agreement.

27. Changes.

(a) Seller may make changes in the Condominium Documents in its sole discretion by providing Buyer with all such amendments that are made, provided that, as to these changes, Buyer will have fifteen (15) days from the date of receipt of such changes from Seller which materially alter or modify the offering of the Condominium in a manner adverse to Buyer in which to cancel this Agreement (by delivering written notice to Seller of such cancellation) and receive a refund of any deposits with applicable interest earned, if any. Buyer will not be permitted to prevent Seller from making any change it wishes in its sole discretion.

(b) If Buyer has the right to cancel this Agreement by reason of a change which materially alters or modifies the offering of the Condominium in a manner adverse to Buyer, Buyer's failure to request cancellation in writing within the 15-day period will mean that Buyer accepts the change and waives irrevocably Buyer's right so to cancel. All rights of cancellation will terminate, if not sooner, then absolutely at closing.

(c) Without limiting the generality of the foregoing and other provisions of this Agreement, Seller is specifically authorized to: (i) substitute the final legal descriptions and as-built surveys for the proposed legal descriptions and plot plans contained in the Condominium Documents even though changes occur in the permitting stage and during construction, and/or (ii) combine and/or subdivide units prior to or after the recordation of the Declaration (and incorporate divider wall Common Elements in any such combination units or add common element divider walls in any such subdivision) and/or (iii) update the Condominium Documents to reflect any changes in the Act adopted by the Legislature (and/or changes to the Administrative Rules adopted by the Division) after the date of this Agreement. Buyer understands and agrees that Seller has no control over changes to the Act and/or Administrative Rules and as such, that Seller shall have no liability with respect to its incorporation of these changes.

(d) The provisions of this Section 27 will survive (continue to be effective after) closing.

28. Nearby Activities and Views. The Condominium is being constructed and will exist in an oceanfront environment. There are a number of existing buildings and potential building sites that could affect the view and the living experience in your unit. Do not rely on existing buildings remaining in their current forms. Even existing buildings may be redeveloped, and if redeveloped, may take any form and may affect existing sightlines and views. As a result, it is important to understand that there is no guarantee that you will have any particular view from your unit, or that the view that exists now (or at any time) will remain the same. Further, there is no guarantee that you will be unaffected by construction noise during the construction of Condominium, or noise that exists in the environment (including but not limited to: vehicle and traffic noise (including loading and unloading of trucks), construction noise from other buildings or building sites, sirens, amplified music, mechanical noise from your building or nearby structures, and/ or aircraft noise). Buyer understands and agrees that for some time in the future Buyer may be disturbed by the noise, commotion and other unpleasant effects of nearby activities (whether within or outside of the Condominium) and Buyer may be impeded in using portions of the Condominium Property by any one or more of those activities. Demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Unit or of any part of the Condominium (the "Views") may block, obstruct, shadow or otherwise affect Views, which may currently be visible from the Unit or from the Condominium. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter, except as is set forth herein or in the Condominium Documents. Buyer hereby agrees to release the Shared Facilities Element Owner, Shared Facilities Manager, Management Company, the Association and Seller, its partners and/or members and its and their officers, members, directors and employees and every affiliate and person related or affiliated in any way with any of them (collectively, "Seller's Affiliates") from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorneys' fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against the Shared Facilities Element Owner, Shared Facilities Manager, Management Company, the Association, the Seller or Seller's Affiliates related to Views or the disruption, noise, commotion, and other unpleasant effects of nearby development or construction, or from other inconveniences, disturbances, obligations and/or liabilities resulting from the other operations within or nearby to the Condominium.

Additionally, inasmuch as operations from the Hotel and Shared Facilities may attract customers, patrons and/or guests who are not members of the Condominium Association, such additional traffic over, upon or in proximity to the Condominium Property shall not be deemed a nuisance. Buyer understands and agrees that activities, including, without limitation, outdoor events, including amplified music, are intended to be conducted from the various portions of the overall project, and as such, noise, inconvenience and/or other disruptions may occur, including, without limitation, noise and/or disruptions resulting from activities at the hotel, beach areas, rooftop pool and private events requiring certain portions of the Shared Facilities to be closed off and/or restricted. By acquiring a Unit, Buyer agrees not to object to the operations of the hotel, and/or any operations from the Hotel and/or the Shared Facilities, which may include, noise, disruption, inconvenience and the playing of music, and hereby agrees to release Seller, the Association, Shared Facilities Element Owner, Shared Facilities Manager, and the Management Company from any and all claims for damages, liabilities and/or losses suffered as a result of the existence of the Hotel and the operations from the Hotel and/or the Shared Facilities, and the noises, inconveniences and disruptions resulting therefrom. Without limiting the foregoing, it is contemplated that the Hotel and portions of the Shared Facilities, including, without limitation, the beach area: (i) may be used to host events, and/or (ii) may be made available to members of the general public as a club offering. Buyer agrees not to object to any such uses.

The provisions of this Section 28 shall survive (continue to be effective after) closing.

29. Disclaimer of Implied Warranties.

(a) All manufacturers' warranties will be passed through to Buyer at closing.

(b) At closing, Buyer will receive the statutory warranties imposed by the Act (to the extent applicable and not yet expired). To the maximum extent lawful, all implied warranties of fitness for a particular purpose, merchantability and habitability, all warranties imposed by statute (except only those imposed by the Act to the extent they cannot be disclaimed and to the extent they have not expired by their terms) and all other implied or express warranties of any kind or character, including, without limitation, any imposed by statute, ordinance or common law, are specifically disclaimed. Without limiting the generality of the foregoing, Seller hereby disclaims any and all express or implied warranties as to design, construction, view, wind, sound and/or odor transmission, furnishing and equipping of the Condominium Property and the other improvement serving or in proximity to the Condominium, the existence of molds, mildew, spores, fungi and/or other toxins within the Condominium Property and the other improvement serving or in proximity to the Condominium, except only those set forth in Section 718.203 of the Act, to the extent applicable and to the extent that same have not expired by their terms. Seller has not given and Buyer has not relied on or bargained for any such warranties.

(c) As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above). Buyer acknowledges and agrees that Seller does not guarantee, warrant or otherwise assure, and expressly disclaims, any right to Views and/or natural light.

(d) **Additionally, properties in Florida are subject to tropical conditions, which may include sudden, heavy rain storms, high blustery winds, hurricanes and/or flooding. These conditions may be extreme, creating sometimes unpleasant or uncomfortable conditions or even unsafe conditions, and can be expected to be more extreme at properties like the Condominium. At certain times, the conditions may be such where use and enjoyment of outdoor amenities such as the pool or pool deck and/or other areas may be unsafe and/or not comfortable or recommended for use and/or occupancy. These conditions are to be expected at properties near the water. Buyer understands and agrees to accept these risks and conditions and to assume all liabilities associated with same. By executing and delivering this Agreement and closing, Buyer shall be deemed to have released and indemnified the Shared Facilities Element Owner, Shared Facilities Manager, the Management Company, Seller, Seller's Affiliates and Seller's third party consultants, including without limitation, Seller's architect, contractors and engineers, from and against any and all liability or claims resulting from all matters disclosed or disclaimed in this Section, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, inconvenience and/or personal injury and death to, or suffered by, Buyer or**

any of Buyer's Guests as defined below and any other person or any pets). Buyer understands and agrees that neither Shared Facilities Element Owner, Shared Facilities Manager, the Management Company Seller, Seller's Affiliates, nor any of Seller's third party consultants, including without limitation, Seller's architect, contractors and engineers, shall be responsible for any of the conditions described above, and Seller hereby disclaims any responsibility for same which may be experienced by Buyer, its family members and/or its or their guests, tenants and/or invitees or any of its pets (collectively "Buyer's Guests").

(e) Further, given the climate and humid conditions in Florida, molds, mildew, spores, fungi and/or other toxins may exist and/or develop within the Unit and/or the Condominium Property. Buyer is hereby advised that certain molds, mildew, spores, fungi and/or other toxins may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By executing and delivering this Agreement and closing, Buyer shall be deemed to have assumed the risks associated with molds, mildew, spores, fungi and/or other toxins and to have released and indemnified Shared Facilities Element Owner, Shared Facilities Manager, the Management Company, Seller, Seller's Affiliates, Seller's listing agent, and Seller's third party consultants, including without limitation, Seller's architect, contractors and engineers, from and against any and all liability or claims resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to occupy the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury and death to or suffered by Buyer and/or any of Buyer's Guests and any other person or any pets). Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of molds, mildew, fungus or spores. Buyer understands and agrees that neither Shared Facilities Element Owner, Shared Facilities Manager, the Management Company, Seller, Seller's Affiliates, Seller's listing agent, nor any of Seller's third party consultants, including without limitation, Seller's architect, contractors and engineers, shall be responsible, and Seller hereby disclaims any responsibility for any illness or allergic reactions which may be experienced by Buyer, and/or Buyer's Guests as a result of molds, mildew, fungus or spores. It is solely Buyer's responsibility to: (i) keep the Unit clean, dry, well-ventilated and free of contamination; (ii) properly operate any plumbing leak monitoring system serving the Unit, including any automatic value shut-off system and alarm notification system connected thereto; (iii) retain a licensed contractor to conduct quarterly inspections of the plumbing leak monitoring system, fan coil units and HVAC equipment within the Unit; (iv) provide copies of such inspections to the Association within seven days of each such inspection; and (v) promptly perform all maintenance and repairs identified by such inspections.

(f) As used in this Section, references to Developer, the Management Company or Seller shall include each of the named parties, Seller's Affiliates, Hotel Element Owner, Shared Facilities Element Owner, Shared Facilities Manager and each of their members, managers, partners and its and their shareholders, directors, officers, committee and Board Members, employees, agents, contractors, subcontractors and its and their successors or assigns.

(g) This Section will survive (continue to be effective after) closing.

30. Survival. Only those provisions and disclaimers in this Agreement which specifically state that they shall have effect after closing will survive (continue to be effective after) closing and delivery of the deed. All other provisions shall be deemed merged into the deed.

31. Substantial Completion. The Unit will not be considered complete for purposes of this Agreement unless the Unit (and such portion of the Building intended to be used exclusively by Buyer) is physically habitable and usable for the purpose for which the Unit was purchased. The Unit (and such portion of the Building intended to be used exclusively by Buyer) will be considered so useable if (i) the Unit is ready for occupancy and has all necessary and customary utilities extended to it and (ii) access to the Unit from a readily accessible entrance to the Building is complete or substantially complete. The issuance of a temporary, partial or permanent certificate of occupancy for or covering the Unit from the proper governmental agency shall be deemed conclusive evidence that the Unit is considered substantially complete for purposes of this Agreement. Other units (and other portions of the Building, Common Elements and/or recreational facilities) may not necessarily be complete and/or useable. As to any roads, sewers, water, gas or electric service or recreational amenities represented by Seller or its agents to be provided or completed by Seller in connection with the Condominium, Seller agrees to

provide or complete same within a reasonable period of time. Buyer and Seller agree that this is an agreement for the purchase and sale of an improved lot. Seller agrees that no closing shall occur until the Declaration has been recorded and includes (whether as part of the initial recording or by amendment) the certificate required by Section 718.104(4)(e), Florida Statutes.

32. Disclosures. Buyer is hereby advised as follows:

(a) RADON GAS: 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 health department. The foregoing notice is provided in order to comply with state law and is for informational purposes only. Seller does not conduct radon testing with respect to the Units or 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.

(b) ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

(c) PROPERTY TAX DISCLOSURE SUMMARY. BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

When a condominium is newly created, the full value of the units in the condominium are typically not reflected in the real estate taxes until the calendar year commencing after construction has been completed. The County Property Appraiser is responsible for determining the assessed value of the Unit for real estate taxes, and Seller has no control over the assessed value established by governmental authorities. Seller is not responsible for communicating any information regarding real estate taxes (current or future) and cannot and will not predict what taxes on the Unit may be. Buyer will confirm any information provided concerning appraisals, tax valuation, tax rates, or other tax-related questions with Buyer's personal tax advisor and the local taxing authorities.

(d) FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

(e) Pursuant to the terms of the Master Covenants, the Shared Facilities Manager may delegate its responsibilities relating to the Residential Shared Facilities to a separate entity.

(f) Buyer agrees not to seek to impose any type of lien or other claim upon the Unit, equitable or otherwise, and any right to impose or seek any such lien or other claim is hereby knowingly, fully and unconditionally waived by Buyer.

(g) To the extent that Buyer's Unit (or the Limited Common Elements or Limited Shared Facilities appurtenant to Buyer's Unit) includes a Private Pool/Spa, Seller has included, as part of the Prospectus, disclosures regarding the provisions of Chapter 515, Florida Statutes, and a copy of a publication that provides information on drowning prevention and the responsibilities of pool ownership. Buyer acknowledges receipt of said disclosures.

(h) Buyer expressly understands and agrees that Seller intends to use Buyer's deposits (both up to, and (provided that Seller has placed Alternative Assurances approved by the Division) in excess of ten percent (10%) of the Purchase Price of the Unit) in order to fund a significant portion of construction and development of the Condominium, all in accordance with the provisions of Section 4 hereof and applicable Florida law.

33. Representations and Confirmations.

(a) Buyer acknowledges, warrants, represents and agrees that this Agreement is being entered into by Buyer without reliance upon any representations concerning any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential and without reliance upon any hotel affiliation or any monetary or financial advantages.

(b) Buyer acknowledges, warrants, represents and agrees that no statements or representations have been made by Seller, Seller's Affiliates, the Management Company or any of their agents, employees or representatives with respect to (i) the ability or willingness of Seller or Seller's Affiliates to assist Buyer in renting, financing or selling the Unit (except only in response to a direct inquiry from Buyer), (ii) the economic or tax benefits to be derived from the managerial efforts of a third party as a result of renting the Unit or other units, or (iii) the economic or tax benefits to be derived from ownership of the Unit.

(c) Buyer acknowledges, warrants, represents and agrees that no such representations, including representations as to the ability or willingness of Seller or Seller's Affiliates to assist Buyer in financing, renting or selling the Unit, have been made by Seller, Seller's Affiliates, the Management Company, or any of its or their agents, employees or representatives. Buyer further represents and warrants to Seller that Buyer is entering into this Agreement with the full intention of complying with each and every of the obligations hereunder, including, without limitation, the obligation to close on the purchase of the Unit. Neither Seller, Seller's Affiliates, the Management Company, nor anyone working by, through or under Seller, has made any statement or suggestion that Buyer would not be obligated to fully comply with the terms of this Agreement and to close on the purchase of the Unit. Further, Buyer understands and agrees that neither Seller, the Management Company, Seller's Affiliates, nor any brokerage company, on site sales personnel and/or other persons working by, through or under Seller, are under any obligation whatsoever to assist Buyer with any financing or resale of the Unit.

(d) Buyer acknowledges, warrants, represents and agrees that Buyer has not relied upon any verbal representations, advertising, portrayals or promises other than as expressly contained herein and in the Condominium Documents, including, specifically, but without limitation, any representations as to: (i) potential appreciation in or resale value of the Unit, (ii) the existence of any "view" from the Unit or that any existing "view" will not be obstructed in the future, (iii) traffic conditions in, near or around the Condominium, (iv) disturbance from nearby properties, (v) disturbance from air or vehicular traffic (vi) disturbances from any events held at the Hotel or upon the Shared Facilities (including, without limitation, closures of such facilities to accommodate those events) or use of the Hotel and/or Shared Facilities by non-resident beach club members (if any such club is established) (vii) the availability of any hotel services to the Condominium, (viii) any particular design or construction professional (e.g., architect, contractor, interior designer) being involved in the development or design of the Condominium (it being understood and agreed that Seller may select, retain, remove and/or change any such professionals at any time without notice) or (ix) any particular hotel affiliation or maintaining any existing hotel affiliation. Buyer further acknowledges, warrants, represents and agrees that information contained in all marketing and advertising materials, including the brochures, is conceptual only and is used to depict the spirit of the lifestyles and environment to be achieved rather than specifics that are to be delivered with the Condominium. Such information is merely intended as illustrations of the activities, community and concepts depicted therein, and/or features consistent with the displayed lifestyle, and should not be relied upon as representations, express or implied, of the actual detail of the Condominium. The provisions of this Section shall survive the closing.

(e) The Condominium is just a component of an integrated project including, or intending to include (without creating any obligation) a Hotel, retail areas, and certain shared infrastructure. While services and/or benefits may be offered by the Hotel or commercial components (if any), same are provided only at the discretion of, and subject to the conditions imposed by, the applicable Hotel or commercial component owners, and there is no assurance that any such services and/or benefits shall be offered, or if offered, for how long, and under what conditions. Additionally, Buyer understands and agrees that services and/or benefits offered by the Hotel or commercial components (if any) may be made available to guests or other invitees of the Hotel or commercial component owners and/or other members of the public. The purchase of a Unit shall not entitle Buyer to

rights in or to, and/or benefits and/or services from, the Hotel and/or commercial components of the project.

(f) **Buyer understands the unique Damage Determination Methodology agreed upon, that it may result in delays in calculation and that it is nonetheless a fair and reasonable method for determination of Seller's Damages resulting from Buyer's default.**

(g) Buyer represents and warrants to Seller and to Seller's Affiliates, that neither Buyer (including any and all of its directors and officers and direct and indirect owners), nor any of its affiliates or the funding sources for either is a Specially Designated National or Blocked Person. Neither Buyer nor any of its affiliates is directly or indirectly owned or Controlled by the government of any country that is subject to an embargo by the United States government. Neither Buyer nor any of its affiliates is acting on behalf of a government of any country that is subject to such an embargo. Buyer further represents and warrants that it is in compliance with any applicable anti-money laundering laws, including without limitation, the USA Patriot Act. Buyer agrees it will notify Seller in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties of this Section incorrect. For purposes hereof, a "Specially Designated National or Blocked Person" means: (i) a person designated by the U.S. Department of Treasury's Office of Foreign Assets Control, or other governmental entity, from time to time as a "specially designated national or blocked person" or similar status; (ii) a person described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001; or (iii) a person otherwise identified by government or legal authority as a person with whom Seller or Seller's Affiliates, is prohibited from transacting business. As of the Effective Date, a list of such designations and the text of the Executive Order are published under the internet website address www.ustreas.gov/offices/enforcement/ofac.

34. St. Regis Disclaimers. Buyer acknowledges that: (i) the Condominium Unit is being developed and sold by Seller and not by The Sheraton LLC or its affiliates (collectively, "St. Regis"); (ii) St. Regis has not confirmed the accuracy of any marketing or sales materials provided by Seller, is not part of or an agent for the Seller and has not acted as broker, finder or agent in connection with the sale of the Unit; (iii) Buyer has no right to use and no interest in any of the St. Regis Marks (as defined below); (iv) Buyer's decision to enter into this Agreement is not based on the continued existence or availability of the trademarks, brand or management of St. Regis or of any other trademark, brand or management company; and (v) the Buyer unconditionally waives and releases St. Regis, its employees, agents, members, managers and directors from and against any liability with respect to any representations or defects or any claim whatsoever, relating to the marketing, sale, design or construction of the Unit, the Condominium or the Building. Nothing herein shall limit or impair the rights of Buyer against Seller under Florida Statutes, Section 718.506.

Buyer acknowledges and agrees that if, for whatever reason, St. Regis is not the operator of the hotel located adjacent to the Condominium, St. Regis may terminate the Management Agreement. Buyer further acknowledges that in the event the Management Agreement between the Association and St. Regis (attached as an exhibit to the Prospectus; Buyer hereby acknowledges receipt of the Prospectus) is terminated for any reason, including pursuant to the foregoing paragraph, all use of the name "St. Regis," the St. Regis name and mark, the SR 2016 STR Logo Monogram, and all other related trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans and designs used in connection with the Condominium, the Building or the Unit (collectively, the "St. Regis Marks") shall cease at the Condominium, all indicia of affiliation of the Condominium with the St. Regis Marks and the St. Regis brand, including all signs or other materials bearing any of the St. Regis Marks, shall be removed from the Condominium and the Building, and all services to be provided by St. Regis to the Condominium shall cease.

So long as the Management Agreement is in effect, the Condominium shall have the right to be known as "The Residences at The St. Regis Longboat Key Resort" or by any other name as may be approved by St. Regis. Use of the St. Regis Marks shall be limited to (i) use of the approved name on signage on or about the Condominium by St. Regis, and (ii) textual use of the approved name by the Association, its board of directors and executive committee, individual Unit Owners, and their agents, solely to identify the address of the Condominium or the Units. No other use of the St. Regis Marks will be permitted. All uses of the St. Regis Marks in connection with the Condominium, the Building and the Units, including the approved name, are subject to removal and must cease upon the expiration or termination of the Management Agreement. Buyer acknowledges that St. Regis reserves the right (whether itself or through an Affiliate) to license and/or operate any other residential project using the St. Regis Marks or any other mark or trademark at any other location, including a site proximate to the Condominium.

Buyer acknowledges that (i) he/she has received information concerning certain services provided by St. Regis, including services providing assistance with securing hotel reservations; (ii) he/she understands that participation in these services is voluntary; and (iii) these services, including the reservation assistance, are not part of any contractual agreement with St. Regis, and accordingly, the services and their terms and conditions may be modified, extended or discontinued from time to time without prior notice.

Buyer acknowledges that restrictions apply to the leasing of Units as provided in the Declaration.

Buyer represents and warrants that: (a) Buyer is entering into the Agreement without reliance upon any representation concerning any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential and without reliance upon any hotel affiliation or any monetary or financial advantage; (b) no statements or representations have been made by St. Regis, Seller, or any of their respective agents, employees or representatives with respect to (i) the economic or tax benefits to be derived from the managerial efforts of a third party as a result of renting the Unit or other units, or (ii) the economic or tax benefits to be derived from ownership of the Unit, or (iii) any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential; and (c) Unit Owner's decision to enter into the Agreement is not based on the continued existence or availability of the mark, brand or management of St. Regis, or of any other mark, brand or management company.

Buyer agrees to execute a Buyer Disclosure and Acknowledgement Statement upon execution of this Agreement as well as at the closing.

This Section will survive (continue to be effective after) the closing.

35. Move-In. Buyer understands and agrees that it shall be obligated to coordinate the date and time for move-in with the Association, and that prior approval from the Association may be required. Buyer further understands and agrees that the Association, to the extent permitted by law, may impose a move-in fee and/or other charges for any costs to be incurred by the Association in connection with coordination of the move-in, such as (by way of example, but without limitation, a trash removal and/or dumpster fee).

36. Coastal Construction Control Line. Buyer is aware that the Unit and/or portions of the Condominium Property may be located in coastal areas partially or totally seaward of the Coastal Construction Control Line as defined in Section 161.053, F.S. The property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the Coastal Construction Control Line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the property being purchased. Buyer is fully apprised of the character of the regulation of property in such coastal areas and Buyer hereby waives and releases any right to receive at closing a survey delineating the location of the Coastal Construction Control Line with respect to the Unit and the Condominium Property in accordance with Section 161.57, F.S.

37. Offer; Electronic Delivery of Documents. The submission by Seller of this Agreement to Buyer for examination does not constitute an offer by Seller to Buyer, or a reservation of or option for any Unit in the Condominium. Additionally, Buyer hereby represents that Seller has not solicited, offered or sold the Unit to Buyer in any state or country in which such activity would be unlawful. This Agreement shall not become binding until executed and delivered by both Buyer and Seller. Upon execution by Seller, an executed copy of this Agreement shall be sent to Buyer or Seller shall otherwise demonstrate its acceptance of Buyer's offer, otherwise the offer shall be considered rejected. The explanations, definitions, disclaimers and other provisions set forth in the Condominium Documents are incorporated into this Agreement as if repeated at length herein. By executing this Agreement, Buyer has elected to receive the Condominium Documents (all as may be amended and/or modified from time to time) by either: (i) receiving paper copies of same or (ii) receiving electronic copies of same on either a thumb drive, media card, tablet, or other portable computing device, application, CD, DVD, via e-mail, pdf or other electronic medium ("Electronic Distribution"), rather than receiving paper copies of same. Buyer acknowledges and agrees that Buyer has a computer or other device which is capable of reviewing the Condominium Documents by Electronic Distribution. The Buyer's election to receive the Condominium Documents and any amendments thereto by either paper copies or Electronic Distribution shall remain in effect (and shall be binding on any of Buyer's permitted successors or assigns) unless and until such time that the Buyer sends written notice to Seller notifying Seller that Buyer prefers all future Condominium

Documents and any amendments thereto to be delivered by paper copy only. When the words "this Agreement" are used, they shall include in their meaning all modifications, riders and addenda to it signed by Buyer and Seller.

38. Designation of Registered Agent. Buyer hereby agrees that the person designated as Registered Agent on Page 1 of this Agreement is hereby unconditionally and irrevocably qualified to accept service of process on behalf of Buyer in the State of Florida, which such designation shall be irrevocable unless Buyer effectively appoints a substitute local agent and notifies Seller in writing of such substituted designation. Accordingly, service of process for all purposes under this Agreement shall be deemed to be effective if served on Buyer or on Buyer's Registered Agent, as identified on Page 1 of this Agreement. Further, any notice provided to the Registered Agent, whether of default, closing or otherwise, shall be deemed notice to Buyer for all purposes under this Agreement.

39. Miscellaneous. The explanations, definitions, disclaimers and other provisions set forth in the Condominium Documents are incorporated into this Agreement as if repeated at length herein. When the words "this Agreement" are used, they shall include in their meaning all modifications, riders and addenda to it signed by Buyer and Seller. Buyer acknowledges that the primary inducement for Buyer to purchase under this Agreement and purchase the Unit in accordance with the terms and conditions hereof, is the Unit, itself, and not the recreational amenities and other Common Elements. Seller's waiver of any of its rights or remedies (which can only occur if Seller waives any right or remedy in writing) will not waive any other of Seller's rights or remedies or prevent Seller from later enforcing all of Seller's rights and remedies under other circumstances. The performance of all obligations by Buyer on the precise times stated in this Agreement is of absolute importance and failure of Buyer to so perform on time is a default, TIME BEING OF THE ESSENCE as to all of Buyer's obligations hereunder. Buyer understands and agrees that Buyer is not acquiring any rights or license in and/or to the name of the Condominium and/or the Condominium Association and that the name of the Condominium is not a material consideration in connection with Buyer's purchase of the Unit. Additionally, the name of the Condominium and/or the Condominium Association may be changed by the Seller, in its sole discretion. If any portion of the Purchase Price or Buyer's deposits under the Agreement are funded through an account of a party other than Buyer ("Third Party Funding"), Buyer represents and warrants to Seller, in order to induce Seller to accept the Third Party Funding, that: (i) the party providing the Third Party Funding is not the subject of a bankruptcy case, receivership or insolvency proceeding, (ii) the Third Party Funding is being given on behalf of Buyer as a loan or for reasonably equivalent value for services performed and/or products delivered to such third party from Buyer and (iii) the party issuing the Third Party Funding has no right, title or interest in and to the Unit and/or the Agreement and/or any portion of the Deposits. Notwithstanding the foregoing or anything contained to the contrary in the Agreement, Buyer shall remain responsible for full payment of the Purchase Price and other fees, costs and/or expenses as described herein, at closing, including without limitation, all deposits due under this Agreement. Seller shall have the right to litigate ad valorem tax matters, impact charges, service fees and interim and/or special assessments concerning the Unit, the Common Elements or any other portion of the Condominium Property for prior years and/or the year of closing. The Condominium Association may (but is not obligated to) have retained the services of a tax appeal firm to contest the assessed values of the Units in the Condominium in either the current or prior tax years. However, no representations are made that such tax appeal will be successful. As a result of any such reduction in property taxes, the tax appeal firm would be entitled to a fee, based upon a percentage of the tax savings, in accordance with its fee agreement with the Condominium Association. If and to the extent any such a savings benefits and accrues to you as the owner of the Unit, you will be responsible for payment of the fee. If you or your closing agent shall receive a refund of property taxes, attributable in whole or in part to a time prior to when you acquired title to the Unit, you shall, or you shall direct your closing agent to, immediately deliver the refund attributable to such time period to the Seller or its designated representative. This Agreement may be executed in one or more counterparts, a complete set of which shall be deemed an original and said counterparts shall constitute but one and the same instrument. Signatures of the parties hereto on copies of this Agreement transmitted by facsimile machine or over the internet shall be deemed originals for all purposes hereunder, and shall be binding upon the parties hereto. The counterparts of this Agreement and all ancillary documents executed or delivered in connection with this Agreement may be executed and signed by electronic signature by any of the parties to this Agreement, and delivered by electronic or digital communications to any other party to this Agreement, and the receiving party may rely on the receipt of such document so executed and delivered by electronic or digital communications signed by electronic signature as if the original has been received. For the purposes of this Agreement, with respect to signatures by Buyer electronic signature means, without limitation, an electronic act or acknowledgement (e.g., clicking an "I Accept" or similar button), sound, symbol (digitized signature block), or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. The parties intend to be bound by the signatures of the electronically mailed or signed signatures and the delivery of the same shall be effective as delivery of an original executed

counterpart of this Agreement. The parties to this Agreement hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of the signature, and hereby agree that such electronically mailed or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this Agreement. Executive Order 13224 restricts activities with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("OFAC"). In order to check the OFAC list, Buyer must provide Seller with a government-issued identification card (for example, a driver's license, passport, or resident alien card). To the extent Buyer's name (or to the extent Buyer is a corporation or other entity, any person or entity constituting a part of Buyer) matches a name or entity on any such OFAC list or publication, the transactions with Buyer contemplated under or in connection with this Agreement will be immediately suspended, and Buyer shall be reported as instructed by OFAC. Additionally, to the extent that Buyer is an entity and/or trust, Buyer shall provide the following to Seller, as applicable, within thirty (30) days following the execution of the Agreement (collectively, the "Entity Conditions"): (i) a copy of the entity's formation documents and/or trust documents, (ii) a certificate of good standing from the State/Country of formation, incorporation and/or organization and/or trust certificate, (iii) proper corporate/entity resolutions regarding the signatory's power and authority to complete the transaction, together with a designation of the individual specifically authorized to complete the transaction and execute all documents on behalf of Buyer, (iv) a sworn certificate or affidavit confirming the identity of all persons with authority to bind the entity, and the identity and address of all persons owning a twenty-five percent (25%) beneficial interest in the purchasing entity (with copies of picture identification of all such persons attached) and (v) an opinion from Buyer's counsel addressed to Seller confirming that the Buyer is duly formed, in good standing, and that the signatory has the authority to enter into this Agreement and complete the purchase of the Unit without the necessity of any consents or joinders of any other party. Moreover, to the extent that Buyer has delegated signatory authority to an individual other than Buyer (by way of power of attorney or otherwise), Buyer shall deliver to Seller within thirty (30) days following the execution of this Agreement a copy of the document delegating such authority for Seller's review and approval (the "Delegation Conditions"). In the event that Buyer fails to meet the Entity Conditions and/or Delegation Conditions, as applicable, same shall constitute a default under this Agreement. Seller reserves the right to establish prices for units in the Condominium. Seller may, in Seller's sole discretion, increase or decrease the price or price per square foot for any unit, or any offered option, if any, at any time, or offer incentives for the sale of units. Seller makes no representations or warranties that the price for the Unit or options in the Unit will be increased or decreased for other buyers of identical or similar units or options. Seller also makes no representations or warranties that changes made or options, extras or upgrades chosen by Buyer will or will not increase or decrease the market value of the Unit, and Buyer understands and agrees that such upgrades and options, if any, may not increase the market value of the Unit. Buyer shall, upon request from Seller from time to time, provide Seller with Buyer's valid picture identification, or if Buyer is a trust or other entity, with valid picture identification of all persons authorized to act on behalf of the trust or entity holding, directly or indirectly, a beneficial interest in same. This paragraph shall survive closing.

40. Interpretation. Notwithstanding that this Agreement was prepared by one party hereto, it shall not be construed more strongly against or more favorably for either party; it being known that both parties have had equal bargaining power, have been represented (or have had the opportunity to be represented) by their own independent counsel and have equal business acumen such that any rule of construction that a document is to be construed against the drafting party shall not be applicable. Buyer acknowledges and agrees that Buyer has had ample opportunity to inspect other similar condominiums and condominium documents, that Seller has clearly disclosed to Buyer the right to cancel this Agreement for any reason whatsoever, including any dissatisfaction Buyer may have with this Agreement or the Condominium Documents, within fifteen (15) days of the date Buyer executes this Agreement or has received the Condominium Documents, whichever is later, and that although Seller's sales agents are not authorized to change the form of this Agreement, they have strict instructions from Seller to communicate any of Buyer's requests for such changes to Seller's management, which has given Buyer the opportunity to discuss and negotiate such changes.

42. Entire Agreement. This Agreement is the entire agreement for sale and purchase of the Unit and once it is signed, it can only be amended by a written instrument signed by both Buyer and Seller which specifically states that it is amending this Agreement. This Agreement contains the entire understanding between Buyer and Seller, and Buyer hereby acknowledges and agrees that the displays, architectural models, brochures, artist renderings and other promotional materials contained in the sales office, on the internet, in promotional e-mails, on websites and/or in the model units are conceptual and are for promotional purposes only and may not be relied upon. Buyer warrants and agrees that Buyer has not relied upon any verbal representations, advertising, portrayals or promises other than as expressly contained herein and in the Condominium Documents. **Any current or prior agreements, representations, understandings or oral statements of sales representatives or others, if not expressed**

in this Agreement or the Condominium Documents, are void and have no effect. Buyer agrees that Buyer has not relied on them. Notwithstanding the foregoing, Seller shall not be excused from any liability under, or compliance with, the provisions of Section 718.506, Florida Statutes.

GENERAL INFORMATION:

Co-Broker Information: (See Section 20 above; if the space for Co-Broker's name is left blank, it shall mean that Seller has not agreed to pay any co-broker). (Note: Seller requires the Co-Broker to complete and sign a Co-Broker Registration Agreement as a condition to recognition and agreement for payment).

Co-Broker's Name: _____

Co-Broker's Sales Agent _____

Co-Broker's Address _____

_____

Phone No. _____ **Fax No.** _____

E-Mail _____ **License No.** _____

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER

SELLER:

S.R. LBK, LLC, a Florida limited liability company

By: _____
Authorized Representative

Date of Acceptance:_____

BUYER:

_____

By:_____
Name:_____
Title:_____

_____

By:_____
Name:_____
Title:_____

Date of Signature:_____

BUYER DISCLOSURE AND ACKNOWLEDGMENT STATEMENT

On the date hereof, the undersigned Buyer and S.R. LBK, LLC, a Florida limited liability company ("Seller") are entering into that certain Purchase Agreement pursuant to which Buyer will acquire Unit _____ (the "Unit"), which is part of the proposed THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY (the "Condominium") located at approximately 1620 Gulf of Mexico Drive, Longboat Key, Florida. All capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement. In consideration of Seller's execution of the Purchase Agreement and Seller's agreement to sell the Unit to Buyer pursuant thereto, Buyer hereby acknowledges and agrees as follows:

1. Buyer acknowledges that: (i) the Unit is being developed and sold by Seller and not by The Sheraton LLC, or any of its affiliates (collectively, "ST. REGIS"); (ii) ST. REGIS has not confirmed the accuracy of any marketing or sales materials provided by Seller, is not part of or an agent for the Seller and has not acted as broker, finder or agent in connection with the sale of the Unit; (iii) Buyer has no right to use or interest in the ST. REGIS Marks (as defined below) (for avoidance of doubt, Buyer shall be prohibited from using the name "St. Regis" or any other name or words that are in St. Regis's reasonable determination confusingly similar thereto as part of any entity or other name in connection with the purchase and ownership of a Unit); and (iv) Buyer's decision to enter into the Purchase Agreement was not based on the continued existence or availability of the trademark, brand, or management of St. Regis, or any other trademark, brand or management company. Buyer unconditionally waives and releases ST. REGIS, its employees, agents, members, managers and directors, from and against any liability with respect to any representations or defects or any claim whatsoever, relating to the marketing, sale, design or construction of the Unit, the Condominium or the Building. Nothing herein shall limit or impair the rights of Buyer against Seller under Florida Statutes, Section 718.506.

2. Buyer hereby represents and warrants that: (a) Buyer is entering into the Purchase Agreement without reliance upon any representation concerning any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential and without reliance upon any hotel affiliation or any monetary or financial advantage; (b) no statements or representations have been made by ST. REGIS, Seller, or any of their respective agents, employees or representatives with respect to (i) the economic or tax benefits to be derived from the managerial efforts of a third party as a result of renting the Unit or other units, or (ii) the economic or tax benefits to be derived from ownership of the Unit, or (iii) any potential for future profit, any future appreciation in value, any rental income potential, tax advantages, depreciation or investment potential; and (c) the decision to enter into the Purchase Agreement is not based on the availability of a rental program or on projections regarding returns to participants in any rental program; and (d) the decision to enter into the Purchase Agreement is not based on estimates, sampling, statistical analysis or assumptions involving speculation, rental rates or expected occupancies of the Unit.

3. Buyer further acknowledges and agrees that if, for whatever reason, St. Regis is not the operator of the hotel located adjacent to the Condominium, St. Regis may terminate the Management Agreement between the Association and ST. REGIS (the proposed Management Agreement is attached as an exhibit to the Prospectus and Buyer hereby acknowledges the receipt of the Prospectus) and in such event, all use of the name "ST. REGIS," the SR 2016 STR Logo Monogram, and all other related trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans and designs used in connection therewith (collectively, the "ST. REGIS Marks") shall cease at or in relation to the Condominium (including any building) and the Unit, all indicia of affiliation of the Condominium with ST. REGIS, including all signs or other materials bearing any of the ST. REGIS Marks, shall be removed from the Condominium (including any buildings), and all services to be provided by ST. REGIS to the Condominium shall cease.

4. So long as the Management Agreement is in effect, the Condominium shall have the right to be known as "THE RESIDENCES AT THE ST. REGIS LONGBOAT KEY RESORT" or by any other name as may be approved by ST. REGIS. Use of the ST. REGIS Marks shall be limited to (i) use of the approved name by ST. REGIS on signage on or about the Condominium, and (ii) textual use of the approved name by the Association, its board of directors and executive committee, individual Owners of units in the Condominium, and their agents, solely to identify the address of the Condominium or such units. No other use will be permitted of the ST. REGIS Marks. All uses of the ST. REGIS Marks in relation to the Condominium (including any building) and the units therein, including the approved name, are subject to removal and must cease upon the expiration or termination of the Management Agreement. The legal name of the Condominium is "**THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY**" (the "Legal Name") and all legal documents and instruments pertaining to the Condominium shall use the Legal Name.

5. Buyer acknowledges that ST. REGIS reserves the right (whether itself or through an affiliate) to license and/or operate any other residential project using the ST. REGIS Marks or any other mark or trademark at any other location, including a site proximate to the Condominium.

6. Buyer acknowledges that, while it is currently contemplated that certain incidental services will be provided by ST. REGIS to owners of Units, such services are not part of any contractual agreement with ST. REGIS and, accordingly, the services and their terms and conditions may be modified, extended or discontinued from time to time without prior notice (including upon the cessation of management of the Condominium by ST. REGIS or its affiliates). Buyer further acknowledges that the continued availability of such services is not necessary for Buyer's use and enjoyment of the Unit and that Buyer did not make its decision to purchase the Unit in reliance on the continued availability, renewal or extension of such services.

7. Buyer represents and warrants that neither Buyer (including any and all of its directors and officers and direct and indirect owners), nor any of its affiliates or the funding sources for either is a "Specially Designated National or Blocked Person". Neither Buyer nor any of its affiliates is directly or indirectly owned or controlled by the government of any country that is subject to an embargo by the United States government. Neither Buyer nor any of its affiliates is acting on behalf of a government of any country that is subject to an embargo. Buyer further represents and warrants that it is in compliance with any applicable anti-money laundering law, including, without limitation, the USA Patriot Act. Buyer agrees it will notify Seller and ST. REGIS in writing immediately upon the occurrence of any event which would render the foregoing warranties and representations of this Section incorrect.

8. Buyer agrees that this Disclosure and Acknowledgement Statement may be relied upon by Seller and ST. REGIS, their affiliates, and their respective successors and assigns.

The undersigned Buyer(s) acknowledge(s) and agree(s) that he/they have read the Disclosure and Acknowledgement Statement.

_____	_____
Buyer	Buyer
_____	_____
Buyer	Buyer

Exhibit "A"

Standard Improvements

Residence Features

- Ceiling heights of 10'- 14'
- Finish package including professionally designed and coordinated cabinetry, countertops, flooring, and wall coverings
- Solid core doors and door casings with European styled door hardware
- Smooth finish ceilings and walls
- Residences are prewired for telephone/television/high speed internet access and electric shades
- Porcelain flooring in great room, bedrooms, dining, kitchen, powder, den, and bathrooms
- Porcelain flooring on all terraces
- Built-in custom wardrobe cabinetry in master bedroom
- Expansive outdoor living areas
- Private infinity edge pools in all penthouse and lanai level units
- Electric outdoor grill
- Semi-private residential elevators with keyless entry
- Hurricane rated window glazing systems
- Nano walls on select units
- High efficiency, central air conditioning and heating system
- Intelligent climate controls with digital thermostat
- Central back-up generator system for minimum outlets and refrigerator
- Life safety systems include
    - Fully integrated smoke and fire monitored and reporting system
    - Sprinkler system

Kitchen

- Recessed LED lighting
- Sophisticated European styled cabinetry including
    - Upper cabinets with under cabinet task lighting, soft close drawers, pantry, coordinated hardware, lower cabinets with pull out trash drawer
- Quartz counter tops with backsplash trim
- Stainless Steel, undermount single bowl kitchen sink
- One-piece faucet with pull down sprayer
- Option to select undercounter wine cooler or beverage cooler in select units
- Sub Zero/Wolf or equivalent professional style, stainless steel, gourmet appliance package includes:
    - 48" side by side refrigerator/freezer with internal ice maker
    - 30" Built in Double Ovens
    - 24" transitional drawer microwave
    - 36" sealed burner range top with 6 burners
    - 40" hood liner
    - 24" panel ready dishwasher
    - 15" ice maker panel ready

Master Bath

- European styled premium cabinetry
- Recessed LED lighting
- Elegant flooring
- Quartz countertop
- Undermounted sink
- European styled faucet
- Hand shower set and rain shower
- One-piece European styled electric toilet and bidet
- Decorative, free standing tub
- Frameless styled, tempered glass shower enclosures and bath partitions

Powder Room

- European styled faucet
- Designer porcelain flooring
- One-piece contemporary styled toilet
- European styled premium cabinetry
- Recessed LED lighting
- Quartz Countertop
- Undermount sink

Laundry Room

- Upper and lower cabinets
- One-piece molded laundry sink with faucet
- Quartz countertop
- Large Capacity, washer and dryer

Certain items listed above, are subject to size, pattern, layout and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturer from those listed, shown in the models, if any, or in illustrations. Seller may modify the interior design concepts and/or any of the features listed above and/or make substitutions for equipment, material, appliances, brands, patterns, layout, models, etc., with items which in Seller's opinion are of equal or better quality (regardless of cost). Ceiling heights are measured from top of floor slab to underside of ceiling slab. Additionally, ceiling height measurements exclude those areas where any soffits, moldings, drop and/or suspended ceilings and/or light fixtures may be installed. As such, the referenced ceiling height may not represent actual ceiling clearance. See Sections 14 and 15 of the Purchase Agreement for further detail.

Exhibit "D"

Escrow Agreement

ESCROW AGREEMENT

THIS AGREEMENT is made as of the 11th day of September, 2020, by and between **Berlin Patten Ebling PLLC** ("Escrow Agent"), having an office at 3700 South Tamiami Trail, Suite 200, Sarasota, Florida 34239, and **S.R. LBK, LLC, a Florida limited liability company** ("Developer"), having an office at 7940 Via Dellagio Way, Ste. 200, Orlando, Florida 32819.

WITNESSETH

A. Developer proposes to construct and develop a condominium in Longboat Key, Florida located at approximately 1620 Gulf of Mexico Drive, Longboat Key, FL, tentatively named **THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY** (as may hereafter be renamed, the "Condominium").

B. Developer has or intends to enter into contracts for the sale and purchase of units in the Condominium (each of which is hereinafter called a "Contract").

C. Developer desires to make arrangements to escrow deposits on each Contract in accordance herewith and with the provisions of Section 718.202, Florida Statutes and Rule 61B-17.009, F.A.C. Deposits under each Contract up to ten percent (10%) of the sales price of the applicable Contract shall be deposited and held, subject to clearance, in a separate escrow account hereinafter referred to as the "Ten Percent Escrow Account" and deposits in excess of ten percent (10%) of the sales price of the applicable Contract shall be deposited and held, subject to clearance, in a separate escrow account hereinafter referred to as the "Special Escrow Account". Developer intends to post other assurances with the Division of Florida Condominiums, Timeshares and Mobile Homes of the Department of Business and Professional Regulation of the State of Florida (the "Division"), having its office at 2601 Blair Stone Road, Tallahassee, Florida 32399, as allowed by Florida Statutes, so as to authorize release of funds to Developer from the Ten Percent Escrow Account in accordance herewith.

D. Escrow Agent has agreed to hold all deposits it receives pursuant to the terms and provisions hereof and otherwise in accordance with Section 718.202, Florida Statutes.

NOW, THEREFORE, Escrow Agent and Developer hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein as if repeated at length.

2. From time to time, Developer will deliver checks payable to, or direct wire transfers or other electronic transfers of funds to, Escrow Agent which will represent deposits on Contracts, together with a copy of each executed Contract and all exhibits, attachments and modifications thereto (if not previously delivered with prior deposits) and a "Notice of Escrow Deposit" in the form attached hereto. Escrow Agent shall acknowledge receipt of the deposit and deliver an executed copy of same to Developer, and to the individual Condominium unit purchaser upon request. Developer shall also inform Escrow Agent as to whether Developer intends to post alternative assurances, and if so, the estimated amount of such assurance and when it will be provided. In accordance with Paragraph 3 of this Escrow Agreement, in the event the Division accepts the assurance as being sufficient and Developer furnishes Escrow Agent with a copy of the Division's approval along with the Withdrawal

Certificate as hereinafter defined, Developer shall be entitled to receive a release of the escrow funds from the "Ten Percent Escrow Account."

3. Developer reserves the option to submit an assurance in accordance with Section 718.202(1), Florida Statutes. Upon such application for an assurance, Developer shall submit a quarterly report pursuant to Rule 61B-17.009 F.A.C. The Division has the discretion to accept alternative assurances from Developer in lieu of the escrow of all or any portion of the funds required to be escrowed hereunder. Developer may, but is not obligated to, submit to the Division for approval a letter of credit or other assurance, such as surety bonds or cash, as may be approved by the Division from time to time. If the Division accepts the assurance as being sufficient, such assurance shall serve as security for all or a portion of the deposits otherwise required to be escrowed hereunder in accordance with the terms and conditions of this Escrow Agreement. Developer shall be obligated to furnish Escrow Agent with a copy of the Division's approval of any assurance along with a certificate of Developer (the "Withdrawal Certificate") that such assurance is adequate in amount to cover deposits up to ten percent (10%) of the sales price for all sales of condominium units in the Condominium. Notwithstanding anything contained herein to the contrary, no substitute assurance arrangements shall be instituted, and Escrow Agent may not rely on any such substitute assurance, without the prior written approval of the Division. All modifications to the terms and conditions of any assurance must be accepted in writing by the Division.

4. Escrow Agent shall establish, in accordance with the requirements of Section 718.202, Florida Statutes separate accounts which shall be identified as the Ten Percent Escrow Account and the Special Escrow Account (collectively referred to herein as the "Escrow Account" or "Escrow Accounts"). Escrow Agent shall, at Developer's discretion, invest the deposits received hereunder in savings or time deposits in institutions designated by Developer and approved by Escrow Agent and which institutions shall be insured by an agency of the United States or in securities of the United States or any agency thereof, provided title thereto shall always evidence the escrow relationship. Escrow Agent shall at all times retain a part of the Escrow Accounts in immediately available forms of investment as a reserve for: (a) any Contract subject to the statutory fifteen (15) day voidability period; (b) anticipated closings; (c) disbursement to Developer from the Special Escrow Account for construction purposes; and (d) disbursement to Developer from the Ten Percent Escrow Account to the extent authorized under any irrevocable letter of credit or surety bond furnished Escrow Agent and the Division in accordance with Section 718.202, Florida Statutes, and this Agreement. Notwithstanding the pooling of deposits in the Ten Percent Escrow Account and the Special Escrow Account, deposits received under the Agreement by the Escrow Agent shall be deemed to be separate deposits under each respective contract for purchase of units in the Condominium. Escrow Agent assumes no liability or responsibility for any loss of funds which may result from the failure of any institution in which Developer directs that such savings, time deposits or money market accounts be invested nor any loss or impairment of funds deposited in escrow in the course of collection or while on deposit with a trust company, bank, or savings association resulting from failure, insolvency or suspension of such institution.

5. For so long as Developer maintains an acceptable assurance as contemplated herein, Developer will not be obligated to escrow the deposits under each Contract up to ten percent (10%) of the sales price of the applicable Contract ("Initial 10% Deposits") which are otherwise required to be escrowed hereunder with Escrow Agent; provided, however, that (i) the total amount of Initial 10% Deposits retained by Developer is less than or equal to the amount of the assurance, including all

increases thereof, and (ii) in the event that Developer receives Initial 10% Deposits which, in the aggregate, exceed the amount of the assurance, any such excess Initial 10% Deposits shall be delivered to Escrow Agent immediately in accordance with the procedures set forth herein. Such excess Initial 10% Deposits may be redelivered to Developer upon the receipt by Escrow Agent of acknowledgement by the Division that the Division has received an increase in the amount of the assurance to cover the excess of the Initial 10% Deposits. Escrow Agent shall disburse the funds deposited in the Ten Percent Escrow Account in accordance with the following:

(a) To the purchaser within three (3) business days after receipt of Developer's written certification that the purchaser has properly terminated his Contract;

(b) To Developer, with any interest earned thereon, within five (5) business days after receipt of Developer's written certification that the purchaser's Contract has been terminated by reason of said purchaser's failure to cure a default in the performance of purchaser's obligations thereunder, together with evidence of the delivery or communication of notice of default from Developer to the purchaser;

(c) If the deposit of a purchaser held in the Ten Percent Escrow Account, together with any interest earned thereon, has not been previously disbursed in accordance with the provisions of paragraphs 5(a) or 5(b) above, the same shall be disbursed promptly to Developer or its designees upon receipt from Developer of a closing statement or other verification signed by the purchaser, or his attorney or authorized agent, reflecting that the transaction for the sale and purchase of a unit in the Condominium has been closed and consummated; provided, however, that no disbursement shall be made if prior to the disbursement Escrow Agent receives from purchaser written notice of a dispute between the purchaser and Developer until such dispute is settled and joint direction and/or a non appealable order from a court of competent jurisdiction is forwarded to Escrow Agent;

(d) In the event Developer delivers one or more irrevocable letters of credit or bonds to the Escrow Agent in accordance with Section 718.202, Florida Statutes, and this Agreement, then, upon receipt of a letter from the Division approving same (or any increase or extension of same) and the Developer's Withdrawal Certificate, Escrow Agent shall disburse to Developer the amount of the deposits now or thereafter held in the Ten Percent Escrow Account equal to, but not in excess of, the aggregate amount evidenced by the letter(s) of credit or bond(s) delivered to the Division and so approved; or

(e) Escrow Agent shall at any time make distribution of the purchaser's deposit and interest earned thereon upon written direction executed by Developer and purchaser.

No disbursement need be made by Escrow Agent until sums necessary to make such disbursement have actually and finally cleared Escrow Agent's account.

6. Escrow Agent shall disburse the funds deposited in the Special Escrow Account in accordance with the following:

(a) To the purchaser, within three (3) business days after receipt of Developer's written certification that the purchaser has properly terminated his contract.

(b) To Developer, within five (5) days after the receipt of Developer's written certification that the purchaser's contract has been terminated by reason of said purchaser's failure to cure a default in performance of purchaser's obligations thereunder.

(c) To Developer (as to that portion of the deposits in the Special Escrow Account) within five (5) days after receipt of the Developer's written certification that construction of the improvements of the Condominium has begun, that the Developer will use such funds in the actual construction and development of the Condominium property and that no part of these funds will be used for salaries or commissions, or for expenses of salesmen or for advertising purposes. Escrow Agent shall not, however, be responsible to assure that such funds are so employed and shall be entitled to rely solely on such certification.

(d) If the deposit of a purchaser held in the Special Escrow Account has not been previously disbursed in accordance with the provisions of subparagraphs 6(a), 6(a) or 6(c) above, the same shall be disbursed immediately to Developer or its designees upon receipt from Developer of a closing statement or other verification signed by the purchaser, or his attorney or authorized agent, reflecting that the transaction for sale and purchase of the subject condominium unit has been closed and consummated; provided, however, that no disbursement shall be made if prior to the disbursement Escrow Agent receives from purchaser written notice of a dispute between the purchaser and Developer until such dispute is settled and joint direction is forwarded to Escrow Agent.

(e) Escrow Agent shall at any time make distribution of the purchaser's deposit and interest earned thereon upon written direction duly executed by Developer and purchaser.

No disbursement need be made by Escrow Agent until sums necessary to make such disbursement have actually and finally cleared Escrow Agent's account.

7. From time to time Developer may deliver to the Escrow Agent, one or more irrevocable and unconditional letters of credit or a surety bond in favor of the Division and/or the Escrow Agent. A copy of any letter of credit or surety bond shall be delivered to the Division, which copy shall be certified by the issuer as a true copy of the original. Upon the issuance of any such letter of credit or surety bond, and upon receipt of a letter from the Division approving same, Escrow Agent shall, within three (3) business days thereafter, disburse to Developer deposits held in the Ten Percent Escrow Account, or thereafter paid to Escrow Agent for deposit to the Ten Percent Escrow Account, up to but not exceeding

the aggregate amount evidenced by the letter(s) of credit and/or surety bond delivered to the Division and approved in writing by it, subject to the terms, conditions and limitations hereinafter provided:

(a) The letter(s) of credit and/or surety bond shall be in an amount which, when combined with the amount of any prior outstanding letter(s) of credit or surety bond presented to Escrow Agent, equals or exceeds the total of funds requested to be withdrawn plus the "Withdrawn Funds", as such term is defined below. The term "Withdrawn Funds" shall mean those funds previously withdrawn by Developer from the Ten Percent Escrow Account reduced by: (i) any sums paid to a purchaser as a result of the purchaser's termination of his Contract or as a result of a default by Developer under the Contract; and (ii) any sums paid to Developer as a result of a default by a purchaser under his Contract or as a result of the closing of a Contract. Any letter of credit or surety bond presented to Escrow Agent and the Division as a condition to a request for and disbursement of funds from the Ten Percent Escrow Account shall be in such form as may be approved by the Division.

(b) Developer shall provide Escrow Agent with a monthly accounting of all funds or other property received from purchasers which are not escrowed because of the existence of an assurance, which monthly accounting shall be used by Escrow Agent as a means of compiling the status report required hereinafter. Escrow Agent shall be entitled to fully and completely rely upon the accuracy of said monthly accountings. Such monthly reports shall indicate the amount of monies for each purchaser then held by Developer and a list of purchasers whose Initial 10% Deposits have been retained. Additionally, pursuant to 61B-17.009, F.A.C., Developer shall provide the Division with quarterly reports relating to the escrow funds. A "Summary of Escrow Funds" statement shall be included with any requests for changes to a previously approved assurance. This summary shall include all projects; the amounts, which would be required to be deposited if no alternative assurance existed; the amount of the assurance; the amount available for withdrawal; and the balance in the escrow account.

(c) Subject to furnishing the letters of credit and/or surety bond and approval thereof in accordance herewith, when Developer desires that funds be disbursed to it from the Ten Percent Escrow Account, it shall provide Escrow Agent with a written request therefor which shall certify to Escrow Agent that such funds will be used solely in compliance with the Condominium Act. Escrow Agent shall be entitled to rely upon Developer's representations in this regard and shall not be liable for any misuse by Developer of funds disbursed from the Ten Percent Escrow Account pursuant hereto.

(d) Notwithstanding anything herein contained to the contrary (i) Developer shall supply the Division with a replacement of the assurance which is acceptable to the Division, not less than forty five (45) days prior to the expiration date of the existing assurance, and (ii) if Escrow Agent has not received notification from the Division that Developer has complied with this obligation, then thirty (30)

days prior to the expiration of the assurance, Escrow Agent shall provide to the Division a statement showing the status of the total funds secured by the assurance as of the thirtieth (30th) day prior to the expiration of the assurance based on the monthly reports furnished by the Developer. Escrow Agent shall concurrently make demand for replacement of the alternative assurance, or payment from the Developer to Escrow Agent of that amount of total funds secured by the assurance. In the event that such payment is not received by Escrow Agent within five (5) days following the mailing of the demand by Escrow Agent, then Escrow Agent shall make demand upon the assurance to the extent of the amount of funds and place such funds with Escrow Agent in the Ten Percent Escrow Account, to be held and maintained by Escrow Agent in accordance with the terms of this Agreement. In the event that the Escrow Agent fails to make the necessary demand on the assurance as set forth above, the Division shall have the right to then make the demand on the assurance in accordance with the terms of this Agreement and such funds shall thereafter be placed in escrow pursuant to the terms of this Agreement. It is understood that this procedure shall be similarly followed in the event of any dispute with any purchaser relating to refunds of any funds secured by the assurance from time to time that is not resolved within fifteen (15) days from the date that Developer receives notice of dispute. Developer shall deposit all funds required to be escrowed at least fifteen (15) days prior to the expiration of the alternative assurance.

(e) If Escrow Agent is required under Section 718.202, Florida Statutes, or under the provisions of a Contract to refund a purchaser's deposit(s), Escrow Agent shall do so to the extent of Escrow Agent's available funds, within three (3) business days after receipt of the request for same. If Escrow Agent does not have sufficient funds remaining in its respective Escrow Accounts to refund to the purchaser his or her deposits, then Developer shall, within fifteen (15) days after receipt of such notification from Escrow Agent, pay to Escrow Agent such sums as may be necessary to permit Escrow Agent to make the required refund. If Developer fails to furnish such sums to Escrow Agent within this fifteen (15) day period, the following provisions shall apply: (i) Escrow Agent shall refund to purchaser such portion, if any, of his or her deposits in excess of ten percent (10%) of the sales price as remains in the Special Escrow Account, Developer being responsible for payment of any deficiency therein; and (ii) Escrow Agent shall refund to purchaser such portion of his or her deposits as do not exceed ten percent (10%) of the sales price from the funds, if any, remaining in the Ten Percent Escrow Account. If the funds in the Ten Percent Escrow Account are insufficient to make such refund, Escrow Agent or the Division shall be entitled to draw, in accordance with the procedures set forth in subsection 7(d) above, on any outstanding letter(s) of credit or surety bond or other assurance for a sum in the aggregate not to exceed the amount necessary to make a full refund of the purchaser's deposits up to ten percent (10%) of the Contract sales price. Funds previously released to Developer, which are secured by any assurance

may be released from the assurance upon cancellation by a purchaser upon presentation to Escrow Agent of an affidavit stating that the Developer has fully refunded purchaser in accordance with the terms of the purchase agreement. The Escrow Agent and the Division shall not draw on any letter(s) of credit or surety bond except to the extent necessary to provide refunds due purchasers of their deposits up to ten percent (10%) of their respective sales prices. The Escrow Agent and the Division shall not draw upon any letter of credit or surety bond for the purpose of obtaining funds with which to make refunds to purchasers of deposits in excess of ten percent (10%) of the respective unit sales prices. The parties agree that the issuer of any letter of credit or surety bond is a third party beneficiary of the preceding two (2) sentences.

(f) The parties acknowledge that as Contracts are closed or otherwise terminated the aggregate sum of the letter(s) of credit and/or or surety bond issued and outstanding pursuant to this Agreement may exceed the total amount of outstanding deposits for which such letter(s) of credit and/or surety bond were given as security. Whenever such circumstance exists, and provided Developer is not otherwise in default of any of its obligations hereunder, Developer shall be entitled to reduce the aggregate sum of such letter(s) of credit and/or surety bond by: (i) terminating one or more of the letters of credit, if any, upon notification to issuer, Escrow Agent, and the Division, pursuant to the terms of this Agreement, so that the remaining letter(s) of credit will in the aggregate equal an amount which is the same or in excess of the total of all Withdrawn Funds; or (ii) delivering to the Escrow Agent, with a copy to the Division, new or replacement letter(s) of credit and/or surety bond(s), to replace the outstanding letter(s) and/or bond(s), in an amount at least equal to the total of all Withdrawn Funds; or (iii) amending the existing letter(s) of credit and/or surety bond and delivering same to the Escrow Agent, with a copy to the Division. Any new letter(s) of credit and/or surety bond delivered pursuant to this paragraph shall meet all requirements of the Act. Notwithstanding anything herein contained to the contrary, funds retained by Developer from Initial 10% Deposits which are secured by the assurance may only be released from the assurance upon presentation to Escrow Agent of certification from Developer that the conditions listed in Section 718.202(1), Florida Statutes, have been met.

(g) Upon receipt of new letter(s) of credit and/or surety bonds in the amount and in the form prescribed herein, Developer agrees to terminate the prior letter(s) of credit and/or surety bonds being replaced and Escrow Agent agrees to accept the new letter(s) of credit and/or surety bonds in full substitution therefor, and surrender to the issuer of a new letter of credit and/or surety bond any prior letter(s) of credit and/or surety bond properly designated therein. Any such new letter of credit or surety bond shall require the approval of the Division as otherwise provided herein. In the event that the issuer of a letter of credit or surety bond gives notice that the letter(s) of credit and/or surety bond will not be renewed beyond the term then in effect, Developer shall, at least forty-five (45) days prior to the expiration date of such letter of credit and/or surety bond,

furnish to Escrow Agent either cash or a new letter of credit or surety bond in an amount which, when combined with the amount of all other outstanding letters of credit and/or surety bonds delivered to the Escrow Agent under this Agreement, equals or exceeds the Withdrawn Funds. The Division shall either advise Escrow Agent and Developer of its approval of any letter of credit or surety bond delivered to it or it shall return such letter of credit or surety bond to Developer together with its written explanation of any deficiencies. If there are any deficiencies noted, Developer shall provide a replacement letter of credit or surety bond correcting the stated deficiencies so that the Division will issue its written approval of same in accordance herewith as a condition to the disbursement of any amounts from the Ten Percent Escrow Account to Developer. Developer shall provide to Escrow Agent a copy of the Division's approval of a new letter of credit or surety bond prior to drawing any previously undisbursed escrowed funds covered thereby.

(h) If an alternative assurance is no longer required in order to enable Developer to satisfy the conditions set forth in the Condominium Act and the provisions of this Agreement and Developer desires to terminate the alternative assurance, Developer shall so notify Escrow Agent, the Division and the issuer of the assurance in writing by certified mail at least forty five (45) days in advance of the expiration date of the applicable assurance and Escrow Agent shall thereafter return the assurance to the issuer. For purposes hereof, the expiration date of any assurance which is automatically renewable shall be extended by the applicable renewal periods unless Escrow Agent receives notice from the issuer that the issuer will not renew the assurances. Developer shall provide written instructions to Escrow Agent and Division for handling return of original assurances. Escrow Agent is authorized to rely upon a statement from Developer as to whether alternative assurances are no longer required to satisfy the conditions set forth in the Condominium Act and herein.

8. Escrow Agent has no liability in the event of the refusal of the issuer of any letter of credit or surety bond to honor drafts drawn on such letter of credit, or the failure of any bonding company to disburse funds under any bond. Further, Escrow Agent has no liability for the obligations of the Division or the Developer hereunder.

9. Notwithstanding anything contained herein to the contrary, the total funds held by Escrow Agent in the Ten Percent Escrow Account plus the balance of all outstanding and unexpired letter(s) of credit and/or surety bonds delivered to the Division and approved by it hereunder must at all times be equal to or in excess of all purchasers' deposits originally paid to Escrow Agent up to 10% of the purchase price under each Contract, less the amount of each purchaser's deposit paid to or retained by purchaser or Developer as a consequence of default, termination, or closing, or as otherwise provided in this Agreement.

10. Escrow Agent shall keep an accurate and separate account of all deposits received by it for deposit to either the Ten Percent Escrow Account or the Special Escrow Account, and the disposition hereof. Escrow Agent shall notify the Division in writing of the termination of any letter of credit or

surety bond resulting from the occurrence of one or more of the events specified hereunder. In addition, but subject to and limited by any governmental or regulatory restrictions imposed on Escrow Agent and its books and records, the Division shall have the right to inspect Escrow Agent's books and records regarding the Escrow Accounts, provided, however, that the Division conducts such inspection in a reasonable manner during the normal working hours of Escrow Agent and after giving written notice to Escrow Agent of its exercise of such right, which notice shall be given at least five (5) days prior to the inspection.

11. Escrow Agent may act in reliance upon any writing, instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it, nor as to the identity, authority, or rights of any person executing the same. The duties of Escrow Agent shall be limited to the safekeeping of the deposits and the disbursement of same in accordance with the written instructions described above. Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement against Escrow Agent. Upon Escrow Agent disbursing the deposit of a purchaser in accordance with the provisions hereof, the escrow shall terminate with respect to said purchaser's deposit, and Escrow Agent shall thereupon be released of all liability hereunder in connection therewith.

12. Escrow Agent may consult with counsel of its own choice and shall have full and complete authority and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. Escrow Agent shall not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence, and Developer agrees to indemnify and hold Escrow Agent harmless from and against any claims, demands, causes of action, liabilities, damages, judgments, including the cost of defending any action against it together with any reasonable attorneys' fees incurred therewith, in connection with Escrow Agent's undertaking pursuant to the terms and conditions of this Escrow Agreement, unless such action or omission is a result of the willful misconduct or gross negligence of Escrow Agent.

13. In the event of a good faith disagreement about the interpretation of this Agreement, or about the rights and obligations, or the propriety, of any action contemplated by Escrow Agent hereunder, Escrow Agent may, at its sole discretion, file an action in interpleader to resolve said disagreement. Escrow Agent shall be indemnified by Developer for all costs, including reasonable attorneys' fees, in connection with the aforesaid interpleader action.

14. Escrow Agent may resign at any time upon the giving of thirty (30) days' written notice to Developer and the Division. If a successor to Escrow Agent is not appointed within thirty (30) days after notice of resignation, Escrow Agent may petition any court of competent jurisdiction to name a successor escrow agent and Escrow Agent shall be fully released from all liability under this Agreement to any and all parties, upon the transfer of the escrow deposit to the successor escrow agent either designated by Developer or appointed by the Court. The successor escrow agent must be authorized to act as such by the Florida Condominium Act.

15. Developer shall have the right to replace Escrow Agent upon thirty (30) days' written notice with a successor escrow agent named by Developer. Developer shall give written notice to the Division of the replacement of the escrow agent and any replacement escrow agreement and the new escrow agent and/or new escrow agreement shall be subject to the approval of the Division. In the event the new escrow agent is approved by the Division and Escrow Agent is so replaced, Escrow Agent shall turn over to the successor escrow agent all funds, documents, records and properties deposited with Escrow Agent in connection herewith and thereafter shall have no further liability hereunder. The successor or other escrow agent must be authorized to act as such by the Florida Condominium Act.

16. The parties acknowledge and agree that The Sheraton LLC and its respective partners, officers, members, agents, directors and employees and every affiliate and person related or affiliated in any way with The Sheraton LLC hereby disclaim and shall not be held responsible for any liability for losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorneys' fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim any and all parties, entities, trusts and persons may or will have in connection with any and all uses of the deposits.

17. This Agreement shall be construed and enforced according to the laws of the State of Florida and this Agreement may be made a part, in its entirety, of any prospectus, offering circular or binder of documents distributed to purchasers or prospective purchasers of condominium units in the Condominium.

18. This Escrow Agreement shall be expressly incorporated by reference in all Contracts between Developer and purchasers and a copy delivered to purchasers at the time of execution of their purchase agreement.

19. As used in this Escrow Agreement, interest will be deemed earned on a specific deposit at the rate which is the average for all deposits held hereunder over the period the specific deposit is held.

20. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.

21. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Berlin Patten Ebling PLLC

By: _____
Name: Jamie Ebling
Title: Authorized Member

(Corporate Seal)

S.R. LBK, LLC, a Florida limited liability company

By: _____
Name: Charles Whittall
Title: Manager

(Corporate Seal)

NOTICE OF ESCROW DEPOSIT
THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY

Date: _____

Berlin Patten Ebling PLLC
3700 South Tamiami Trail
Suite 200
Sarasota, Florida 34239
Attn:_____

Re: **Purchase of Unit No. _____ in THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY**

Gentlemen:

The purchaser(s) named below has entered into a Purchase Agreement for the purchase of the above-referenced Condominium Unit and we deliver herewith a deposit of $_____ in accordance with the Purchase Agreement.

Name of Purchaser(s): _____

_____

Mailing Address of
Purchaser(s): _____

_____

_____

* * * * * * * * * * *

RECEIPT

Receipt is acknowledged of the above deposit, subject to clearance of said funds, if a check.

Berlin Patten Ebling PLLC

By: _____

Date of Receipt:

_____

Exhibit "E"

Evidence of Interest in the Condominium Property

AFFIDAVIT

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

BEFORE ME, the undersigned authority, personally appeared CHARLES WHITTALL (the "Affiant"), who, being by me first duly sworn, on oath, deposes and says:

1. Affiant is the President of UNICORP NATIONAL DEVELOPMENTS, INC., a Florida corporation, which is the Manager of UNICORP ACQUISITIONS, LLC, a Florida limited liability company, which is the Manager of **S.R. LBK, LLC, a Florida limited liability company** (the "Company").

2. Affiant has personal knowledge as to the matters set forth herein and has the authority to make this Affidavit on behalf of the Company.

3. The Company is the developer of the proposed **THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY** (the "Condominium").

4. The Company has a contractual interest in the property intended to be developed as the Condominium.

By: _____
Charles Whittall

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 14th day of July, 2020 by the Affiant who is personally known to me or produced _____ as identification.

_____
Name: Amy Barnard

Notary Public, State of Florida
Commission No. HH000518

My Commission Expires:

AMY M BARNARD
Notary Public - State of Florida
Commission # HH 000518
My Comm. Expires May 17, 2024
Bonded through National Notary Assn.

Exhibit "F"

Master Covenants

This instrument prepared by, or under the supervision of (and after recording, return to):

Gary A. Saul, Esq.
Greenberg Traurig, P.A.
333 S.E. 2nd Avenue
Miami, FL 33131

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

LONGBOAT KEY RESORT & RESIDENCES

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DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS
FOR
LONGBOAT KEY RESORT & RESIDENCES

THIS DECLARATION OF COVENANTS RESTRICTIONS AND EASEMENTS is made as of the _____ day of _____, 20__, by **S.R. LBK, LLC, a Florida limited liability company**, which declares hereby that "LONGBOAT KEY RESORT & RESIDENCES" (also known as "The Properties" or "The Project" described in subsection 1.1(ccc) of this Declaration) are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

1. **DEFINITIONS AND INTERPRETATION**

1.1 Definitions. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Allocated Interests" shall have the meaning given in Section 11.7.

(b) "Assessments" shall mean and refer to the various forms of payment to Shared Facilities Manager which are required to be made by Owners, as more particularly described in Article 15 of this Declaration.

(c) "Benefitted Element" shall mean and refer to, with respect to each of the Element Exclusive Facilities, the Element that is the sole and exclusive beneficiary of the use and enjoyment thereof.

(d) "Brand" or "Branded Name" means certain branded names, trade names, trademarks or service marks owned by or otherwise associated with the Brand Owner (as hereinafter defined).

(e) "Brand Agreement" means and refers to any license agreement, management agreement, or other agreement by which The Project, or any portion thereof, including without limitation, any condominium created within The Project, any Element Specific Manager and/or the Shared Facilities Element Owner and/or Shared Facilities Manager obtains the right to use the specified Brand in connection with the branding of The Project (or portions thereof).

(f) "Brand Owner" means the owner of the Brand.

(g) "Brand Owner Affiliates" shall mean and refer to the Brand Owner's members, managers, officers, and its and their (as applicable) partners, officers, managers, members, directors, shareholders, employees, and/or other person who may be liable by, through or under the Brand Owner.

(h) "Brand Owner Parties" shall mean and refer to the Brand Owner, the Brand Owner Affiliates, and their respective licensees (other than an Element Specific Manager).

(i) "Burdened Element" shall mean and refer to, with respect to each of the Element Exclusive Facilities, the Element(s) in which such Element Exclusive Facilities are located (and therefore burdened thereby).

(j) "Cabana" shall mean each of the "cabanas" and appurtenant terraces, if any, identified as such on the Project Facilities Plans, which may be assigned by Shared Facilities Manager as Limited Shared Facilities.

(k) "Common EVCS" shall have the meaning given to it in Section 6.8 below

(l) "Condominium Unit" shall mean and refer to any Unit (as hereinafter defined) within a Submitted Element that was established as a condominium.

(m) "Construction Practices" shall have the meaning given in Section 5.3.

(n) "County" shall mean and refer to Sarasota County, Florida.

(o) "Declarant" shall mean and refer to **S.R. LBK, LLC, a Florida limited liability company**, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned in writing. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of The Properties, including any Element. In the event of any partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant as are specifically assigned to it (with all other Declarant rights and all unassigned non-exclusive Declarant obligations remaining with the assignor, unless expressly provided to the contrary). Any such assignment may be made on an exclusive or nonexclusive basis, with the allocation of Declarant's rights and obligations to be as set forth in the instrument of assignment (failing which Declarant and each such assignee shall, during any period while multiple Declarants exist, be jointly and severally obligated for all obligations of Declarant, and shall jointly share all shared rights of Declarant). Notwithstanding any assignment of the Declarant's rights hereunder (whether partially or in full), the assignee shall not be deemed to have assumed any of the obligations of the Declarant unless, and only to the extent that, it expressly agrees to do so in writing. Notwithstanding anything herein contained to the contrary: (i) if Declarant is the trustee of a trust, any and all references to property owned by Declarant, shall, be deemed to refer to property owned either directly by the trustee or by any beneficiary of the trust, (ii) if there is one or more Declarants, any and all references to property owned by Declarant, shall, be deemed to refer to property owned by any Declarant, (iii) any and all releases, waivers and/or indemnifications of Declarant set forth in, or arising from, this Declaration, shall be deemed to be releases, waivers and/or indemnifications, as applicable, of any and all parties holding Declarant rights, and if any Declarant is the trustee of a trust, the beneficial owners of the trust, and any direct or indirect beneficial owners, partners, shareholders, members, managers, of any Declarant or beneficial owners and its or their successors and assigns.

(p) "Declarant's Affiliates" shall mean and refer to Declarant, its members, managers and officers, and its and their, as applicable, partners, officers, managers, members, directors, parent companies, shareholders, employees and/or other person who may be liable by, through or under Declarant.

(q) "Declarant's Mortgagee" shall mean and refer to any lender and/or mortgagee having a mortgage upon any portion of The Properties at the time of the recordation of this Declaration, for as long as the lender holds a mortgage or mortgages on any Element, Unit or other portion of The Properties owned by Declarant, and thereafter such mortgagee or mortgagees as Declarant shall, from time to time, designate by notice to Shared Facilities Manager as being "Declarant's Mortgagee". For the avoidance of doubt, there may be more than one Declarant's Mortgagee at any time.

(r) "Declaration" shall mean this instrument and all exhibits attached hereto, as same may be amended or supplemented from time to time.

(s) "Default Rate" shall mean the lesser of (i) eighteen percent (18%) per annum, (ii) the then current rate of interest published from time to time by Citibank, N.A. (or any successor to it, or if none, such financial institution as Shared Facilities Manager may designate) as its "prime" or "bank" (or comparable) lending rate, plus ten percent (10%) per annum, or (iii) the maximum rate allowed by applicable Legal Requirements.

(t) "Development Approvals" shall mean all governmental or quasi-governmental authorizations, approvals, orders, entitlements, variances, waivers, allocations, permits, licenses and agreements of any kind or nature relating to the

development of The Properties or any portion thereof and/or the construction of any improvements thereon. When the context permits, the Development Approvals shall be deemed to include the Project Encumbrances.

(u) "Development Rights" shall mean all development rights and/or building rights appurtenant to or benefitting The Properties, including without limitation any and all governmental or quasi-governmental authorizations, approvals, orders, entitlements, variances, waivers, allocations, permits, licenses and agreements; water, sanitary sewer and storm water rights, capacity and connections (and/or their equivalents); impact fee credits; available FAR; and/or other rights of any kind or nature relating to the development of The Properties or any portion thereof and/or the construction of any improvements thereon.

(v) "District" shall have the meaning given to it in Section 18 below.

(w) "Electric Vehicle Charging Station" or "EVCS" means a station that is designed in compliance with applicable Federal, State and local building codes and delivers electricity from a source outside an electric vehicle into one or more electric vehicles. An electric vehicle charging station includes any related equipment needed to facilitate charging plug-in electric vehicles.

(x) "Element" shall mean and refer to a portion of The Properties which is designated as such in this Declaration or in a Supplemental Declaration executed and recorded by Declarant (and joined into by the Owner of such parcel, if different from Declarant). In the event that any Element is submitted to the condominium or other collective form of ownership, it shall nevertheless be deemed a single Element hereunder, as more particularly described in Section 8.7 of this Declaration. It is contemplated (but without imposing any obligation) that The Properties shall ultimately contain the following Elements (but not all of the following need in fact be added to The Properties and the listing set forth below shall not limit Declarant's right to create additional Elements, eliminate any of the listed Elements, subdivide any established Element or change any Elements):

(i) "Hotel Element" which is legally described and/or depicted on Exhibit "B" attached hereto;

(ii) "Residential Element" which is legally described and/or depicted on Exhibit "B" attached hereto; and

(iii) "Shared Facilities Element" or "Facilities Element", which is legally described and/or depicted on Exhibit "B" attached hereto, and includes without limitation, all of the airspace located outside the exterior of the Structures, other than Functional Airspace.

The Properties may be supplemented to add additional Elements, to redefine Element boundaries (to comport to as-built Structures or otherwise), to subdivide and/or combine existing Elements and/or to supplement the Shared Facilities Element or any other Element. If so, the legal descriptions and/or graphic depictions of the affected Elements will be set forth in the Supplemental Declaration submitting or modifying same. Notwithstanding anything herein contained to the contrary, the name of each Element is assigned only for convenience of reference, and is not intended, nor shall it be deemed to limit or otherwise restrict the permitted uses thereof.

(y) "Element Exclusive Facilities" shall mean and refer to those areas and/or facilities located within one or more Burdened Elements, other than the Shared Facilities Element, that are intended for the benefit and exclusive use (subject to

the rights, if any, of any Governmental Authority, Shared Facilities Manager and the public) of the Owner of the Benefitted Element and/or the Units in such Benefitted Element to the exclusion of the Owners of the other Elements. The Element Exclusive Facilities shall be subject to such regulation and restrictions as may be imposed from time to time in accordance with the provisions of this Declaration. The Element Exclusive Facilities shall include, as applicable and without limitation, the following areas and/or facilities, as and to the extent same exist from time to time and as modified, supplemented or replaced from time to time:

(i) all utility, mechanical, electrical, telephonic, telecommunications, plumbing and other systems serving one Element (other than the Facilities Element) exclusively, (but not any other Element), including without limitation, all wires, conduits, pipes, ducts, transformers, cables, generators and other apparatus used in the delivery of the utility, mechanical, telephonic, telecommunications, electrical, plumbing and/or other services;

(ii) all heating, ventilating and air conditioning systems serving one Element (other than the Facilities Element) exclusively (but not any other Element), including, without limitation, compressors, air handlers, ducts, chillers, cooling towers and other apparatus used in the delivery of HVAC services;

(iii) all lobbies, elevator lobby areas and mail rooms serving one Element (other than the Facilities Element) exclusively (but not any other Element);

(iv) all elevator pits, elevator shafts, elevator cabs, elevator cables, and/or machinery, systems and/or equipment used in the operation of the elevators serving one Element (other than the Facilities Element) exclusively (but not any other Element);

(v) all trash rooms and any and all trash collection and/or disposal systems serving one Element (other than the Facilities Element) exclusively (but not any other Element), provided that any trash collection areas which terminate in the loading bay areas are subject to the control of and any restrictions imposed by Shared Facilities Manager;

(vi) all Mechanical Rooms serving one Element (other than the Facilities Element) exclusively (but not any other Element), including without limitation, any fire pump rooms, fire command rooms, water pump rooms, electrical rooms, generator rooms, fuel tank rooms, FP&L vault rooms and pool equipment rooms;

(vii) all grease traps serving one Element exclusively (but not any other Element); and

(viii) all monument, interior, exterior and/or other signage identifying an Element (other than the Facilities Element) exclusively (but not any other Element) that is not part of the project-wide directional signage system and/or otherwise included in Shared Facilities.

For the avoidance of doubt, the Element Exclusive Facilities shall not include any areas and/or facilities of The Properties included in the Shared Facilities. However, although the Shared Facilities generally serve more than one Element, the Shared Facilities may include certain areas and/or facilities that serve one Element exclusively. This may be the case due to a variety of reasons, including,

inter alia, the significance of the area and/or facility in question to the integrated nature of The Properties from a safety or aesthetic perspective and/or economic or other efficiencies that may be achieved by including such areas in the Shared Facilities. Accordingly, if and to the extent any areas and/or facilities of The Properties that serve only one Element are included in the Shared Facilities, such areas and/or facilities shall not be part of (and shall be excluded from) the Element Exclusive Facilities irrespective of whether same serve one Element exclusively. The Element Exclusive Facilities may be graphically depicted on the Project Facilities Plans.

(z) "Element Specific Declaration" shall mean the declaration of covenants, conditions, easements and/or restrictions and all other documents necessary or required for an Owner of an Element to submit such Element (or portions thereof) to the condominium or cooperative form of ownership or other collective ownership structure, as amended and supplemented from time to time. To the extent that any portion of The Properties is subject to more than one Element Specific Declaration, the Element Specific Declaration encumbering the greatest portion of The Properties shall be deemed the Element Specific Declaration hereunder, except as otherwise expressly provided in such declarations. This Declaration is not and shall not be deemed an Element Specific Declaration.

(aa) "Element Specific Manager" shall mean any entity created or to be created to administer specific portions of The Properties and common areas or common elements lying within such portions pursuant to an Element Specific Declaration. In instances where the Element Specific Declaration references an association to govern the common elements and/or common areas of the Submitted Element governed by the Element Specific Declaration and does not have any other entity performing similar functions, then the Element Specific Manager shall be the condominium or property owners' association named in the applicable Element Specific Declaration. To the extent that the Element Specific Declaration does not establish an association to govern the common elements and/or common areas of the Submitted Element governed by the Element Specific Declaration, or establishes an association and another entity performing similar functions, then in such instances, the Element Specific Manager shall be deemed to be the entity designated to perform such functions and not the named association, if any. In the event of any doubt as to the Element Specific Manager for a particular Element or under a particular Element Specific Declaration, the Shared Facilities Manager shall have the authority to make the determination, and the opinion of the Shared Facilities Manager shall be binding and conclusive.

(bb) "Facilities Records" shall have the meaning given in Section 15.9.

(cc) "Functional Airspace" shall mean and refer to any and all airspace within an Element (other than the Shared Facilities Element), which is beyond the boundaries of the improvements upon the Element and is intended to be privately used by the applicable Element Owner (e.g., patios, terraces, lanais, surface event spaces, the Hotel Entry Area (as hereinafter defined), etc.). All such Functional Airspace shall be deemed part of the applicable Element in which it is included and shall not be part of the Shared Facilities.

(dd) "Future Development Property" shall mean and refer to any and all property contiguous to The Properties (and for purposes hereof, any property separated from The Properties only by public rights of way, shall be deemed contiguous), and/or within proximity to The Properties (in the reasonable determination of Declarant), any or all of which may, but none of which shall be obligated to, be brought within The Properties. **NOTWITHSTANDING ANYTHING HEREIN**

CONTAINED TO THE CONTRARY, THE FUTURE DEVELOPMENT PROPERTY SHALL NOT BE DEEMED BURDENED BY THE TERMS AND CONDITIONS OF THIS DECLARATION UNLESS AND UNTIL SAME (OR ANY PORTION THEREOF) IS BROUGHT HEREUNDER BY A SUPPLEMENTAL DECLARATION DULY EXECUTED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY.

(ee) "Future Development Property Owner" shall mean and refer to the owners from time to time of the Future Development Property.

(ff) "Governmental Authority" shall mean the United States of America, the State of Florida, the County, the Town, any political subdivision thereof and any agency, department, commission, board, bureau, official or instrumentality of any of the foregoing, or any quasi-governmental authority, now existing or hereafter created, and any successor to any of the foregoing, having jurisdiction over The Properties or any portion thereof.

(gg) "Hotel" shall mean the hotel operated primarily within the Hotel Element, if any.

(hh) "Hotel Element" shall have the meaning given in subsection 1.1(x).

(ii) "Hotel Element Owner" shall mean the Owner from time to time of the Hotel Element.

(jj) "Hotel Entry Area" shall mean and refer to the portion of the Hotel Element depicted as the "Hotel Entry Area" on the Project Facilities Plans.

(kk) "Insured Property" shall have the meaning given in Section 11.3.

(ll) "Legal Requirements" shall mean any law (including without limitation any laws relating to hazardous materials or substances), enactment, statute, code, ordinance, administrative order, charter, comprehensive plan, tariff, resolution, rule, regulation (including land development regulations), guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction, approval or requirement of any Governmental Authority, now existing or hereafter enacted, adopted, promulgated, entered, or issued.

(mm) "Limited Shared Facility" or "Limited Shared Facilities" shall mean and refer to such portions of the Shared Facilities which are intended for the exclusive use (subject to the rights, if any, of the County, the Town, the Shared Facilities Manager and the public) of the Owners of specific Units and/or Elements, to the exclusion of others. Unless otherwise provided specifically to the contrary, reference to the Shared Facilities shall include the Limited Shared Facilities. The Residential Shared Facilities are Limited Shared Facilities.

(nn) "Losses" shall mean all damages, construction, mechanics or other liens, liabilities, losses, demands, actions, causes of action, claims, costs and expenses (including reasonable attorneys' fees, including all fees and costs in arbitration, at trial and on appeal or as a result of a bankruptcy).

(oo) "Market Area" shall mean Longboat Key, Florida, together with any properties located within a 3.5 mile radius of The Project.

(pp) "Master Life Safety Systems" mean and refer to any and all of the following: emergency lighting, emergency generators, an emergency radio system to facilitate communication among public emergency personnel, fire pump equipment and rooms, monitoring stations, audio and visual signals, safety systems, sprinklers and smoke detection systems, emergency radio systems, if any, and any housing areas of same, which are now or hereafter installed in any

improvements constructed upon The Properties, and which serve more than one Element or an Element and/or the Shared Facilities, or any portion of same. All such Master Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed part of the Shared Facilities. Without limiting the generality of the foregoing, when the context shall so allow, the Master Life Safety Systems shall also be deemed to include all means of emergency ingress and egress, which shall include all Shared Stairways.

(qq) "Mechanical Rooms" shall mean and refer to, collectively, the machinery and equipment rooms now or hereafter located within The Properties, including but not limited to the components and facilities and equipment described in subsection 1.1(y). This definition of Mechanical Rooms includes all equipment, components, machinery, mechanical systems and related items located therein.

(rr) "Mortgage" shall have the meaning given to it in subsection 10.1(a).

(ss) "Outside User" shall have the meaning given to it in Section 4.9 below.

(tt) "Owner" shall, subject to the provisions of Section 8.7, mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Element situated upon or within The Properties. For the purposes of this Declaration, with respect to any Element/Structure governed by an Element Specific Declaration, an "Owner" shall also mean the Element Specific Manager for such Element/Structure as more particularly described in Section 8.7 of this Declaration. As to any benefits and/or rights afforded Owners under this Declaration, whether as to use of Shared Facilities, easements granted hereunder or otherwise, or in any other instance where the context so requires, Owner shall also be deemed to mean and refer to each Condominium Unit Owner. Further, in any instances in the Declaration where the Owner makes, waives, releases and/or agrees to indemnify any other party, said waivers, releases, agreements and indemnification shall be deemed to be made by both the Owner and all applicable Condominium Unit Owners.

(uu) "Parking Area" shall mean those portions of the Shared Facilities consisting of parking spaces, parking driveways, ramps and other infrastructure serving or facilitating parking within the parking spaces. The Parking Area shall not include any parking spaces, parking driveways, ramps and other infrastructure serving or facilitating parking within the Hotel Element.

(vv) "Permit" shall have the meaning given to it in Section 18 below

(ww) "Permitted User" shall mean any person who occupies an Element or a Unit or any part thereof with the permission of the Element Owner or Unit Owner, including, without limitation, Tenants (as hereinafter defined), easement beneficiaries, members of such Element Owner's, Unit Owner's or Tenant's family and his, her or its guests, licensees, employees, customers, business invitees and personal invitees. The rights of Permitted Users are limited in scope by the terms and conditions of this Declaration, depending on the applicable Element, Shared Facilities and Element Exclusive Facilities involved.

(xx) "Private Pool/Spa" shall mean a private swimming pool and/or spa installed or constructed on the patio, terrace or roof deck appurtenant to any of the Units, together with the pool deck appurtenant thereto, all as more particularly described in Section 3.10 below.

(yy) "Project Encumbrances" shall mean and refer to any covenants, conditions, restrictions, easements, agreements, instruments and other encumbrances that

now or hereafter encumber The Properties (or more than one Element thereof), the ongoing requirements of any entitlements or development approvals for The Project and any other instruments entered into in connection with obtaining such entitlements and development approvals, including without limitation the following, as same may be assigned, modified, extended, renewed, supplemented, amended, restated and replaced from time to time**:**

(i) Resolution 2018-01 of the Town of Longboat Key, Florida;

(ii) Ordinance 2018-07 of the Town of longboat Key, Florida;

(zz) "Project Facilities" means, collectively, the Element Exclusive Facilities and the Shared Facilities.

(aaa) "Project Facilities Plans" shall mean, collectively, the plans that graphically depict the Element Exclusive Facilities and Shared Facilities, which plans are maintained at the office of Shared Facilities Manager located at The Properties (or another location designated by Shared Facilities Manager), as same may be revised, modified, supplemented and replaced from time to time.

(bbb) "Project Standard" shall mean, collectively, the highest of the following: (i) the standard required to maintain and operate The Properties (and all Elements therein) in a condition and a quality level no less than that which existed at the time that the initial design and construction of the Structures on the Elements was completed (ordinary wear and tear excepted) and the initial landscaping and signage was installed, including, without limitation any ecological standards incorporated into the initial design, construction and landscaping of The Properties (if applicable), (ii) the standard established from time to time by the operator of the Hotel, (iii) the standard established from time to time by any Brand Agreement and (iv) the standard dictated by the Development Approvals and/or Project Encumbrances.

(ccc) "The Properties" or "The Project" shall mean and refer to all properties described in Exhibit "A" attached hereto and made a part hereof, and all additions thereto, now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures set forth in this Declaration.

(ddd) "Residential Element" shall have the meaning given in subsection 1.1(w).

(eee) "Residential Element Owner" shall mean the Owner from time to time of the Residential Element.

(fff) "Residential Shared Facilities" shall mean and refer to such portions of the Shared Facilities which are intended for the exclusive use or benefit (subject to the rights, if any, of any Governmental Authority, the Shared Facilities Element Owner or any other party granted rights hereunder) of the Owners of the Residential Element (including any Owners of Condominium Units in the Residential Element if it is in fact a Submitted Element), to the exclusion of others. Unless otherwise provided specifically to the contrary, reference to the Shared Facilities shall include the Residential Shared Facilities. The Residential Shared Facilities include, without limitation, any areas depicted on the Project Facilities Plans as Residential Shared Facilities and the following areas and/or facilities, as and to the extent same exist from time to time and as modified, supplemented or replaced from time to time (all as depicted on the Project Facilities Plans):

(i) Residential Pool;

(ii) Residential Spa; and

(iii) Residential parking structure including individual parking garages and storage areas therein.

In the event of any doubt as to whether any portion of the Shared Facilities is part of the Residential Shared Facilities, a determination by the Shared Facilities Manager shall be dispositive.

(ggg) "Shared Facilities" shall mean and refer to the portions of The Properties (or adjacent to or in the vicinity thereof), whether by purpose, nature, intent or function, that afford benefits or impose burdens shared by more than one Element or Owner, as same may be modified, supplemented or replaced from time to time. Given the integration and design of the improvements comprising the Elements and any additional Element as a unified project, and notwithstanding the legal descriptions or graphic depictions contained in any exhibits, or the legal descriptions or graphic depictions of any Elements added hereto or redrawn by Supplemental Declaration, there is a necessity to share and/or unify responsibility for certain components of The Properties. Those shared components shall be identified as the "Shared Facilities", which include, without limitation, the land underlying the Shared Facilities Element and the following areas and/or facilities (together with a license for reasonable pedestrian access thereto) intended for use by and/or enjoyment of the Element Owners (and their Tenants and other Permitted Users), as modified, supplemented or replaced from time to time:

(i) all sidewalks, pedestrian paths and bike paths, and any courtyards serving the Shared Facilities Element or more than one Element, together with all improvements related thereto;

(ii) any gateway or other entry feature or landmark at any entrance to The Properties (as distinguished from any entry feature for any particular Element or Elements, but not all Elements) or included in the Shared Facilities Element;

(iii) any landscaping and streetscaping around and/or serving any exterior portion of The Properties, including without limitation exterior landscaping and streetscaping on any Element and any recreational facilities or amenities areas, plantings, flowers, planters, fountains, public water sources, artwork and sculptures, irrigation systems, rain gardens and similar water conservation installations, benches and public seating, but expressly excluding any plants, shrubbery or other landscaping materials within any improvements upon any Element (other than the Shared Facilities Element) or on balconies, terraces or patios serving such improvements;

(iv) any improvements to the rights-of-way adjacent to or within the vicinity of The Properties, including without limitation pavers, traffic, bike and pedestrian control devices and signage, pavement markings and signage, noise reduction installations, driveways and drive aisles, lighting and landscaping in excess of the standard improvements customarily installed by the applicable governmental authority (e.g., the Town, County or Florida Department of Transportation) with jurisdiction over such rights-of-way;

(v) all exterior project lighting and all street or exterior lighting fixtures, installations equipment serving or part of the Shared Facilities and/or

which are part of an exterior lighting scheme applicable to more than one Element;

(vi) any project-wide directional signage system and all project identification signage, including without limitation monument signs, exterior façade and entranceway "eyebrow" signage and interior signage;

(vii) all Shared Stairways and corridors connecting more than one Element;

(viii) all drives, paths and other areas serving more than one Element or included in the Shared Facilities Element;

(ix) all structural components of any improvements within the Shared Facilities Element and/or serving more than one Element ("Shared Improvements"), including, without limitation, all foundations, pilings, slabs and structural columns, post tension cables and/or rods contained in any Shared Improvements, exterior walls, exterior glass surfaces, cantilever structures, and all finishes and balconies, terraces and/or facades attached or affixed to any Shared Improvements. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO POST TENSION CABLES AND/OR RODS CONTAINED IN ANY SHARED IMPROVEMENTS CONSTRUCTED UPON THE PROPERTIES SHALL BE CONSIDERED A PART OF AN ELEMENT (OTHER THAN THE SHARED FACILITIES ELEMENT). AS SUCH CABLES AND/OR RODS ARE ESSENTIAL TO THE STRUCTURE AND SUPPORT OF THE SHARED IMPROVEMENTS, ALL POST TENSION CABLES AND/OR RODS SHALL BE DEEMED PART OF THE SHARED FACILITIES OF THE SHARED FACILITIES ELEMENT AND MAY NOT BE DISTURBED OR ALTERED WITHOUT THE PRIOR WRITTEN CONSENT OF THE SHARED FACILITIES ELEMENT OWNER. For purposes of clarification only, based upon the original construction of the Structures, the improvements upon the Hotel Element are not Shared Improvements, and as such all structural components of the Hotel Element are part of the Hotel Element and not part of the Shared Facilities. Conversely, inasmuch as the improvements within the Residential Element are integrated with improvements within the Shared Facilities Element, the improvements upon the Residential Element are Shared Improvements, and as such all structural components of the Residential Element are part of the Shared Facilities**;

(x) the roofs and all roof trusses, roof support elements and roofing insulation serving, directly or indirectly, Shared Improvements;

(xi) any airspace within an Element, beyond the boundaries of any improvements therein, with the exception of any Functional Airspace;

(xii) the Master Life Safety Systems;

(xiii) all drainage, utility, mechanical, electrical, telephonic, telecommunications, plumbing and other systems serving the Shared Facilities Element or more than one Element, including, without limitation, all water and sanitary sewer system facilities, and all wires, conduits, pipes, ducts, transformers, cables and other apparatus used in any drainage system and the delivery of the utility, mechanical, telephonic, telecommunications, electrical, plumbing and/or other services, and all Mechanical Rooms in which any of the foregoing are located;

(xiv) all heating, ventilating and air conditioning systems serving the Shared Facilities Element or more than one Element, including, without limitation, compressors, air handlers, ducts, chillers, water towers and other apparatus used in the delivery of HVAC services;

(xv) all bicycle storage areas and mail rooms serving more than one Element;

(xvi) all trash rooms and any and all trash collection and/or disposal systems serving the Shared Facilities Element or more than one Element;

(xvii) all mechanical rooms included in or serving the Shared Facilities Element or more than one Element, including without limitation fire pump rooms, fire command rooms, water pump rooms, electrical rooms, generator rooms, fuel tank rooms, and FP&L vault rooms;

(xviii) the fire control center located on the ground level of the improvements constructed upon the Hotel Element (and all installations, lines and facilities connected to same and/or necessary for the functioning of same), which is intended for use by the Town's fire and police departments as provided by the Development Approvals and/or Project Encumbrances;

(xix) any management, security, concierge or other similar areas and offices, wherever located, used by personnel providing services to the Shared Facilities or more than one Element;

(xx) any stormwater management system serving The Properties;

(xxi) the Residential Shared Facilities;

(xxii) all loading bays, docks and other areas serving the Shared Facilities Element or more than one Element; and

(xxiii) the following areas within the Hotel Element (including any and all equipment therein, and all connections thereto): the chiller, generator, vault room, fire pump, and central energy plant (all as depicted on the Project Facilities Plans).

All Shared Facilities shall be subject to such regulation and restrictions as may be imposed from time to time by Shared Facilities Manager in accordance with the provisions of this Declaration. For the avoidance of doubt, the Shared Facilities (1) include all areas and/or facilities comprising the Shared Facilities Element, except for any areas or facilities, which, although located in or comprising a part of the Shared Facilities Element, are specifically identified as Element Exclusive Facilities on the Project Facilities Plans and/or pursuant to subsection 1.1(o); and (2) include all of the airspace within an Element, beyond the boundaries of any improvements therein, with the exception of any Functional Airspace. The Shared Facilities may be graphically depicted on the Project Facilities Plans.

(hhh) "Shared Facilities Costs" shall have the meaning given in Section 15.3.

(iii) "Shared Facilities Element" shall have the meaning given in subsection 1.1(w), and shall include the land underlying the Shared Facilities Element.

(jjj) "Shared Facilities Element Owner" shall mean the owner from time to time of the Shared Facilities Element.

(kkk) "Shared Facilities Manager" means the Shared Facilities Element Owner or the person or entity designated by the Shared Facilities Element Owner from time to time to manage the operation of the Shared Facilities and to perform the administrative responsibilities of Shared Facilities Manager under this Declaration. Declarant is hereby designated as the initial Shared Facilities Manager under this Declaration. Notwithstanding anything herein contained to the contrary, any and all releases, waivers and/or indemnifications of Shared Facilities Manager set forth in, or arising from, this Declaration, shall be deemed to be releases, waivers and/or indemnifications, as applicable, of Shared Facilities Manager and Shared Facilities Element Owner, and its or their successors and assigns. Nothing herein shall be deemed to limit the right of Shared Facilities Manager, with the prior written approval of the Shared Facilities Element Owner, to delegate its rights under this Declaration as they relate to the Residential Shared Facilities to any other party.

(lll) "Shared Improvements" shall have the meaning given to it in Section (ggg)(ix).

(mmm) "Shared Stairways" mean any flight of steps, fire corridors, elevators and/or escalators which are at some point located in, or directly accessible from, more than one Element and/or required under Legal Requirements for life safety purposes.

(nnn) "Structure" shall mean and refer to the structure or structures constructed on an Element and all appurtenant improvements. A "Structure" shall be deemed a single Structure hereunder even though divided into separate condominium, cooperative or other collective ownership parcels.

(ooo) "Submitted Element" shall mean any portion of The Properties now or hereafter submitted to the condominium or cooperative form of ownership or other collective ownership structure pursuant to an Element Specific Declaration.

(ppp) "Successor Corporation" shall have the meaning given in Section 17.8.

(qqq) "Supplemental Declaration" shall mean and refer to an instrument executed by Declarant, the Future Development Property Owner (if Future Development Property is being submitted and the Future Development Property Owner is not the Declarant) and/or Shared Facilities Manager as well as any applicable Owner (but only if and to the extent execution by any such applicable Owner is required under this Declaration) and recorded in the Public Records of the County, for the purpose of adding to The Properties, withdrawing any portion(s) thereof from the effect of this Declaration, subdividing any Element, creating an Element, reallocating among Elements, establishing additional types of Project Facilities, designating (or removing the designation of) a portion of The Properties as Project Facilities hereunder, or designating or redesignating any portion of the Project Facilities as a particular type of Project Facilities or a shared component or common area/element of a Submitted Element or for such other purposes as are provided in this Declaration.

(rrr) "Tax Value Percentage Share" shall have the meaning given in subsection 14.2(b).

(sss) "Taxed Elements" shall have the meaning given in Section 14.2.

(ttt) "Tax" or "Taxes" shall mean all taxes and other governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against The Properties, an Element (excluding Units within any Element), or any part thereof or any interest therein, including, without limitation, all general and special real estate taxes and assessments or taxes assessed specifically in whole or in part in

substitution of such real estate taxes or assessments, by virtue of being situated within a business improvement district, or any taxes levied or a charge upon the rents, revenues or receipts therefrom which may be secured by a lien on the interest of an Owner therein, and all ad valorem taxes and non-ad valorem assessments lawfully assessed upon The Properties or any Element (excluding Units within any Submitted Element).

(uuu) "Tenant" shall mean any person who is legally entitled to the use and enjoyment of all or any portion of a Unit or Element under a lease, rental or tenancy agreement, exchange arrangement, concession agreement, or similar entitlement with or from a Unit Owner or Element Owner. Tenant is included in the definition of Permitted User.

(vvv) "Town" shall mean and refer to the Town of Longboat Key, located within the County.

(www) "Unit" or "Units" shall mean, with respect to any Submitted Element, the condominium, cooperative or other units, lots or parcels located within such Submitted Element.

(xxx) "Unit Owner" shall mean the owner of a Unit.

1.2 Interpretation. The provisions of this Declaration shall be interpreted by Shared Facilities Manager. Any such interpretation of Shared Facilities Manager which is rendered in good faith shall be final, binding and conclusive if Shared Facilities Manager receives the confirming consent of Declarant (to the extent Declarant is not the same entity as Shared Facilities Manager). Notwithstanding any Legal Requirement to the contrary, the provisions of this Declaration shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of The Properties, the preservation of the values of the Elements and Structures and the protection of Declarant's and Shared Facilities Manager's rights, benefits and privileges herein contemplated. As provided elsewhere in this Declaration, Shared Facilities Manager duties and obligations under this Declaration shall be subject in all events to receipt of funds necessary to perform same (through Assessments or as otherwise provided herein) and Shared Facilities Manager shall have no personal obligation to fund any sums needed to perform such duties and obligations.

2. PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

2.1 Legal Description. The initial real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is more particularly described in Exhibit **"**A**"** attached hereto and made a part hereof, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as "The Properties".

2.2 Supplements to The Properties. Declarant (joined by the Future Development Property Owner, if different than Declarant), may from time to time subject other land within the Future Development Property under the provisions of this Declaration by Supplemental Declarations, which shall not require the consent of the existing Owners or any mortgagee other than that, if any, of the land intended to be added to The Properties, and thereby add to The Properties and/or to any particular Element (provided the joinder of the applicable Element Owner is obtained). To the extent that such additional real property shall be made a part of The Properties, reference herein to The Properties shall be deemed to be a reference to all of such additional property where such reference is intended to include property other than that legally described in Exhibit "A". Nothing herein, however, shall obligate Declarant to add any real property to the initial portion of The Properties, to develop any such future additional real property

under a common scheme, nor to prohibit Declarant from rezoning, replatting, recording a covenant in lieu of unity of title and/or changing plans with respect to such future additional real property. A Supplemental Declaration may vary the terms of this Declaration by addition, deletion or modification so as to reflect any unique characteristics of a particular portion of The Properties identified therein; provided, however, that no such variance shall be directly contrary to the uniform scheme of development of The Properties.

2.3 Declarant's Right to Modify Project Facilities. Subject to Section 2.6, Declarant shall have the right (but not the obligation), by Supplemental Declaration executed by Declarant and Shared Facilities Manager (and joined in by Declarant's Mortgagee) to eliminate or supplement the Project Facilities by removing or adding additional facilities or to designate any additional portions of The Properties as Shared Facilities or Element Exclusive Facilities hereunder (or redesignate any portion of same among any types of Project Facilities, whether from among the existing types, or any future type of Project Facilities which Declarant (together with Shared Facilities Manager) may elect to establish). Notwithstanding the designation of the Project Facilities, Declarant (together with Shared Facilities Manager) shall have the right, from time to time, to expand, alter, relocate and/or eliminate the Project Facilities, or any portion thereof, without requiring the consent or approval of any Owner, any Element Specific Manager or any member/Owner of a Submitted Element (including, without limitation, any and all owners or mortgagees of the Units, if any, established within any Element). In furtherance of the foregoing, but subject to Section 2.6, Declarant also reserves the absolute right at any time, and from time to time, to construct additional facilities upon or adjacent to the Project Facilities and to determine whether same shall be deemed Shared Facilities or Element Exclusive Facilities and/or the type of Shared Facilities (i.e. serving all Elements or specific Elements) or Element Exclusive Facilities (i.e., serving a particular Element exclusively).

Without limiting the generality of the foregoing or the provisions of Section 2.8, but subject to the limitations of Section 2.6 below, Declarant may, from time to time, designate portions of the Shared Facilities as Limited Shared Facilities for the use of some, but not all Element Owners. Any such designation shall be made by Supplemental Declaration executed only by Declarant and the Shared Facilities Manager, without requiring the consent or joinder of any other Owners or mortgagees. The Supplemental Declaration shall designate the portion of the Shared Facilities to be designated as Limited Shared Facilities, the Elements entitled to use of the designated Limited Shared Facilities, the allocation of the costs associated with the maintenance, operation, insurance, repair and replacement of the designated Limited Shared Facilities (which may keep said costs as general Shared Facilities Costs to be borne by all Owners, or limiting responsibility for said costs between or among only the Element Owners entitled to use thereof, and if the latter the percentages to be allocated to the applicable Elements). Additionally, as to any Limited Shared Facilities, the Declarant may, from time to time, designate same as general Shared Facilities (for the benefit of all Element Owners) by Supplemental Declaration executed by Declarant, the Shared Facilities Manager and the Owners of the Elements that are relinquishing exclusive use of said Limited Shared Facilities by the designation of same as general Shared Facilities. No mortgagees or other Owners shall be required to join in a Supplemental Declaration designating Limited Shared Facilities as part of the general Shared Facilities.

2.4 Declarant's Right to Withdraw Property. Subject to Section 2.6 Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity (other than Declarant's Mortgagee and the Owner(s) of the property being removed if other than Declarant), for the purpose of removing certain portions of The Properties (including, without limitation, Elements, Element Exclusive Facilities and/or Shared Facilities, or portions of any of the foregoing) then owned by Declarant or its affiliates from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans

for The Properties desired to be effected by Declarant; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for The Properties.

2.5 Subdivision of Elements. Subject to the provisions hereof, an Element may be subdivided by Supplemental Declaration executed by the Declarant, Shared Facilities Manager and the Owner and any mortgagee of the subdivided Element, without the consent of any other existing Owners or mortgagees. To the extent that any Element shall be subdivided, reference herein to the Elements shall be deemed to include all of the Elements, including the newly subdivided Elements, unless otherwise indicated in the Supplemental Declaration. All Owners, by acceptance of a deed or other conveyance of their Elements, shall be deemed to have automatically consented to any such subdivision of other Elements, and shall evidence such consent in writing if requested to do so by Declarant, Shared Facilities Manager or the Owner of the subdivided Element at any time (provided, however, that the refusal to give such written consent shall not obviate the general and automatic effect of this provision). Any Supplemental Declaration effectuating a subdivision of an Element as contemplated herein shall describe with particularity the extent to which each portion of the subdivided Element shall have use rights in and to the Project Facilities (and/or be liable for any costs relating to the Project Facilities). For the avoidance of doubt, the foregoing provision is not intended to apply to the subdivision of an Element through an Element Specific Declaration, which shall be governed by the other provisions of this Declaration applicable to collective ownership structures.

2.6 Limitations on Supplements, Modifications and Withdrawal by Declarant. Notwithstanding the provisions of Sections 2.3, 2.4, and 2.5, neither Declarant nor Shared Facilities Manager shall remove, alter, relocate, re-designate or subdivide any portion of The Properties or the Project Facilities to the extent that same will result in the denial to any Owner or any Unit Owner of legal pedestrian and/or vehicular access (direct or by easement) to and from the Owner's Element or shall result in the termination of any utility and/or mechanical, electrical, HVAC, plumbing, life safety, monitoring, information and/or other systems located in and/or comprising the Project Facilities and serving said Owner's Element, or shall compromise the structural integrity of the Structure or otherwise impair the easements of support granted herein (without otherwise providing reasonably equivalent substitutions for same). Furthermore, no removal, alteration, relocation, re-designation, subdivision or supplement (whether in connection with the addition of Future Development Property or otherwise) shall (a) encumber or adversely affect, in a material manner, any portion of The Properties not previously encumbered or affected by such Project Facilities without the consent or joinder of the Owner(s) of such portion (if other than Declarant) and its or their mortgagee(s), or (b) eliminate or adversely affect, in a material manner, Element Exclusive Facilities without the consent or joinder of the Owner of the applicable Benefitted Element (if other than Declarant) and its mortgagee(s). The foregoing shall not, however, preclude the temporary cessation of services by Shared Facilities Manager as reasonably necessary to effect repairs to any Shared Facilities.

2.7 Modification of Project Facilities by Shared Facilities Manager. Shared Facilities Manager shall have the right (but not the obligation), by Supplemental Declaration executed by Shared Facilities Manager and Declarant's Mortgagee to supplement the Project Facilities by adding additional facilities or to designate additional portions of The Project as Project Facilities hereunder (or redesignate any portion of same among any types of Project Facilities, whether from among the existing types, or any future type of Project Facilities). Notwithstanding the designation of the Shared Facilities or Element Exclusive Facilities, Shared Facilities Manager shall have the right, from time to time, to expand, alter, relocate and/or eliminate the Project Facilities, or any portion thereof, without requiring the consent or approval of any Owner, any Element Specific Manager or any member/Owner of a Submitted Element (including, without limitation, any and all owners or mortgagees of any Units established within any Element). Shared Facilities

Manager shall have the further right to designate portions of the Shared Facilities (including without limitation elevators, trash facilities and loading bay areas) as exclusive to particular Element(s), and/or to designate special use and/or priority rights with respect to any portion of the Shared Facilities to particular Elements, and/or to establish rules and regulations with respect to any portion of the Shared Facilities, including without limitation rules prohibiting Owners or Unit Owners from accessing particular Shared Facilities with pets, limiting the hours of operation and allocating exclusive or non-exclusive use rights to the Elements during particular periods of time and with respect to particular Shared Facilities (including without limitation elevators, trash facilities and loading bay areas). No such alteration, relocation, elimination or re-designation by Shared Facilities Manager hereunder shall deny any Owner legal pedestrian access (direct or via easement) to and from the Owner's Element, nor terminate any utility and/or mechanical, electrical, HVAC, plumbing, life safety, monitoring, information and/or other systems located in and/or comprising the Project Facilities and serving said Owner's Element, nor compromise the structural integrity of the Structure or otherwise impair the easements of support granted herein (without otherwise providing equivalent substitutions for same). Furthermore, no such removal, alteration, relocation or re-designation by Shared Facilities Manager shall (a) encumber or materially affect any portion of The Properties not previously encumbered or affected by such Project Facilities without the consent or joinder of the Owner(s) of such portion and its or their mortgagee(s), or (b) eliminate or materially and adversely affect Element Exclusive Facilities without the consent or joinder of the Owner of the applicable Benefitted Element and its mortgagee(s). The foregoing shall not, however, preclude the temporary cessation of services as reasonably necessary to effect repairs to any such systems.

2.8 Designation of Project Facilities. Without limiting the generality of Section 1.2, in the event that Shared Facilities Manager determines, in its reasonable judgment, that a particular portion of The Properties is or is not part of the Shared Facilities or a specific type thereof (i.e. serving all or specific Elements), or Element Exclusive Facilities or a specific type thereof (i.e., serving a particular Element exclusively), such determination shall be binding and conclusive. Furthermore, in the event of any doubt, conflict or dispute as to whether any portion of The Properties is or is not part of the Shared Facilities or Element Exclusive Facilities under this Declaration, Shared Facilities Manager may, without the consent of any Element Specific Manager or then existing Owners or mortgagees, record in the public records of the County, a Supplemental Declaration resolving such issue and such Supplemental Declaration executed by Shared Facilities Manager and Declarant (if separate legal entities) shall be dispositive and binding.

2.9 Legal Description of Elements. The legal descriptions and graphic depictions of the Elements in this Declaration may be adjusted and/or modified to comport to as-built Structures and to correct manifest errors. The legal descriptions and graphic depictions of the affected Elements shall be modified by Supplemental Declaration executed by Declarant, Shared Facilities Manager, the Owner of the affected Elements and its or their mortgagees (without the consent of any other Owners or mortgagees). All Owners, by acceptance of a deed or other conveyance of their Elements, shall be deemed to have automatically consented to any such modification of the legal descriptions and graphic depictions for the purposes provided herein, and shall evidence such consent in writing if requested to do so by Declarant, Shared Facilities Manager or the Owner of the affected Elements at any time. Moreover, each Owner shall be and is hereby deemed to have appointed Declarant as its true and lawful attorney-in-fact to execute any instruments or documents on its behalf that may be necessary or desirable to effect any of the foregoing actions, which power of attorney shall be irrevocable and is deemed to be coupled with an interest.

3. **GENERAL RIGHTS AND EASEMENTS IN PROJECT FACILITIES**

3.1 Rights and Easements in Shared Facilities. Subject to and in accordance with all of the other provisions of this Declaration, and except for Limited Shared Facilities as herein specified, each Owner of a portion of The Properties (including, if applicable, any Unit Owner and its and their Permitted Users), shall have limited rights to use, benefit from and enjoy the Shared Facilities (as same may exist from time to time) for their intended purposes (as reasonably determined by Shared Facilities Manager) in common with all other Owners of a portion of The Properties (and their Permitted Users), but in such manner as may be reasonably regulated by Shared Facilities Manager and in accordance with Legal Requirements. As to any Limited Shared Facilities, each Owner of an Element entitled to use of the Limited Shared Facility (and its and their Permitted Users) shall have limited rights to use, benefit from and enjoy the applicable Limited Shared Facilities (as same may exist from time to time) for their intended purposes (as reasonably determined by Shared Facilities Manager) in common with all other Owners designated to be entitled to use of the applicable Limited Shared Facility (and their Permitted Users), but in such manner as may be reasonably regulated by Shared Facilities Manager and in accordance with Legal Requirements. A non-exclusive easement is hereby reserved (and declared and created) over, under and upon such portions of the Shared Facilities as may be designated, in writing, from time to time by Shared Facilities Manager for the use, benefit and enjoyment of any Shared Facilities that may be constructed thereon from time to time in favor of all Element Owners, including Unit Owners, and their Tenants and Permitted Users.

3.2 Rights and Easements in Element Exclusive Facilities. Subject to and in accordance with all of the other provisions of the Declaration, the Owner of each Benefitted Element (including, if applicable, any Unit Owner and its and their Permitted Users), shall have limited rights to use, benefit from and enjoy the Element Exclusive Facilities (as same may exist from time to time) designated for the benefit and exclusive use of such Benefitted Element, for their intended purposes (as determined by Shared Facilities Manager) in common with the Permitted Users of such Owner, but in such manner as may be reasonably regulated by Shared Facilities Manager and in accordance with Legal Requirements. The Owners of the Benefitted Elements shall have easements with respect to the Element Exclusive Facilities serving such Benefitted Elements as more particularly described in Section 4.7.

3.3 Rights of Shared Facilities Manager. The rights of use and enjoyment and other easement rights with respect to the Shared Facilities and Element Exclusive Facilities granted herein are hereby made subject to the following:

(a) The right and duty of Shared Facilities Manager to levy Assessments against each Element for the purpose of maintaining, operating, repairing, insuring, replacing and/or altering the Shared Facilities and any facilities located thereon, as more particularly provided in this Declaration, including without limitation Article 15.

(b) The right and duty of the Shared Facilities Manager to levy fees, charges, membership impositions, dues or other sums to any Outside User, as hereinafter provided.

(c) The right and duty of the Shared Facilities Manager to maintain and comply with the Event Management Plan requirements set forth in the Development Approvals and Project Encumbrances.

(d) The right of Shared Facilities Manager to adopt at any time and from time to time and enforce rules and regulations governing the easements granted herein and/or the use of the Shared Facilities and/or the Element Exclusive Facilities and all facilities at any time situated thereon, as more particularly provided in

Section 3.7. Any rule and/or regulation so adopted by Shared Facilities Manager shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(e) The right of Shared Facilities Manager to permit such persons as Shared Facilities Manager shall designate to use the Shared Facilities, which may include persons who are not Owners, Tenants or Permitted Users (and may include members of the public generally), except as otherwise expressly provided herein. Additionally, Shared Facilities Manager reserves the right from time to time to (i) limit the right to use certain Shared Facilities and/or Element Exclusive Facilities (such as, by way of example and not limitation, Mechanical Rooms, elevators, trash facilities and loading bay areas) to Owners only, or to Owners and Unit Owners only, and not their Tenants or other Permitted Users, (ii) to designate portions of the Shared Facilities as exclusive to particular Elements, and/or (iii) to designate special use and/or priority rights with respect to any portion of the Shared Facilities to particular Elements.

(f) The right of the Shared Facilities Manager to charge reasonable admission and other fees for the use of recreational facilities (if any) situated on the Shared Facilities.

(g) The right of Shared Facilities Manager to engage third parties (such as property management companies, consultants and other vendors) to perform and carry out its obligations under this Declaration (or in furtherance thereof) and/or any ongoing obligations under the Project Encumbrances, the cost of which shall be included in Shared Facilities Costs.

(h) The right of Shared Facilities Manager to have and use, and to require the Element Owners to grant to Shared Facilities Manager, general ("blanket") and specific easements over, under and through the Shared Facilities and/or the Element Exclusive Facilities as necessary or desirable to exercise its rights or perform its obligations under this Declaration.

(i) The unconditional right of the Shared Facilities Manager to temporarily restrict use of the Shared Facilities for private functions of the Hotel or other Elements (and to charge fees or other sums for such access to such functions) and/or for public functions. Each Owner, by acceptance of a deed or other conveyance of a Unit, shall be deemed to acknowledge and agree that the fees shall be retained by the Shared Facilities Manager for its own account and shall not be used to offset the costs of operating, maintaining, repairing or replacing the Shared Facilities.

(j) The right of the Shared Facilities Manager to establish a guest policy or policies and to impose charges, restrictions and/or prohibitions, from time to time, with respect to the use of Shared Facilities by guests (or others who are not Owners). Each Owner, by acceptance of a deed or other conveyance of a Unit, shall be deemed to acknowledge and agree that the guest or other fees shall be retained by the Shared Facilities Manager for its own account and shall not be used to offset the costs of operating, maintaining, repairing or replacing the Shared Facilities.

(k) The right to supplement and/or withdraw portions of the Project Facilities as provided in Article 2.

(l) The right to exclude individuals from use of the Project Facilities based upon misconduct of such individuals such as criminal activity, vandalism, loitering, soliciting, violating rules and regulations, loud or violent behavior, or lewd or lascivious conduct.

WITH RESPECT TO THE USE OF THE SHARED FACILITIES AND THE PROPERTIES GENERALLY, ALL PERSONS ARE REFERRED TO ARTICLE 18 HEREOF, WHICH SHALL AT ALL TIMES APPLY THERETO.

Notwithstanding anything herein to the contrary, Shared Facilities Manager shall have the right to delegate any of its rights and obligations hereunder to any party employed or engaged by Shared Facilities Manager.

3.4 Easements Appurtenant. The rights and easements provided in this Article 3 shall be appurtenant to and shall pass with the title to each Element benefitted thereby, but shall not be deemed to grant or convey any ownership interest in the Shared Facilities or the Element Exclusive Facilities subject thereto. Notwithstanding the foregoing, any systems, equipment and other facilities located within or comprising the Element Exclusive Facilities, to the extent installed by the Owner of the Benefitted Element served thereby, shall be deemed to be the property of such Benefitted Element Owner as provided in Section 6.7.

3.5 Cabanas. The Shared Facilities Manager shall have, and Declarant hereby reserves unto the Shared Facilities Manager, the exclusive right at any time, and from time to time, to grant to specific Condominium Units, Elements or to any Element Specific Manager the exclusive right to use one or more cabanas, if any, located within the Shared Facilities (and once assigned, same shall be deemed a Limited Shared Facility of the Unit and/or Elements to which assigned). Nothing herein shall obligate the Shared Facilities Manager to make any such grant, whether to a particular Condominium Unit or Element (or any portion thereof) and there is no assurance that any such grant will be made. A grant with respect to a cabana as aforesaid shall be made by the Shared Facilities Manager by written assignment (which shall not be recorded). Any such grant vests in the Unit Owner, Element Owner or Element Specific Manager, as appropriate, the exclusive right to use (and not title to) such cabana(s), and, if to a Unit or Element Owner and not otherwise limited in the grant of use, as an appurtenance to such Owner's Unit or Element subject to this Declaration and any applicable rules and regulations promulgated by the Shared Facilities Manager. Unless otherwise noted on the form of assignment or grant, such exclusive right to use shall pass with title to such Unit or Element, whether or not specifically assigned. Any such assignment shall not be recorded in the Public Records of the County but, rather, shall be made by way of instrument placed in the official records of the Shared Facilities Manager. All fees collected by the Shared Facilities Manager for assigning cabanas, if any, shall be retained by the Shared Facilities Manager and shall not constitute income or revenue of any other Owner (and/or be utilized to offset any Shared Facilities Costs). After assignment to a Unit, Element or Element Specific Manager, the party to which the Cabana was assigned may reassign it to another Unit, Element or Element Specific Manager by written instrument delivered to (and to be held by) the Shared Facilities Manager. Notwithstanding the foregoing, in no event shall an Owner lease any Cabana appurtenant to his or her Unit other than (i) as part of a lease of the applicable Unit (provided however, that this prohibition shall not restrict temporary occupancy of a Cabana by visiting guests) or (ii) to another Unit Owner. The Cabanas may be used for any lawful purpose, subject to the limitations provided herein. Until such time as a Cabana is assigned as a Limited Shared Facility, same shall be part of the Shared Facilities maintained and regulated by the Shared Facilities Manager, with the costs associated with same being deemed to be Shared Facilities Costs. From and after the assignment of a Cabana as a Limited Shared Facility, except only as set forth below, the Shared Facilities Manager shall be responsible for the following, with the costs thereof, to be part of the Shared Facilities Costs: (i) the maintenance of the structural and mechanical elements of any such assigned Limited Shared Facility Cabanas, if any, (ii) the exterior maintenance, repair and/or replacement to the Cabanas, (iii) payment of all utilities not specifically metered to individual Cabanas, and (iv) insurance of all structural components of the Cabanas, if any. Each Owner shall be responsible for the (A) the payment of any utilities that are separately metered to the applicable assigned Cabanas,

(B) the general interior cleaning maintenance, repair and replacement of any assigned Cabana, (C) the maintenance, repair and replacement of all appliances, equipment, fixtures and/or utilities serving just the assigned Cabana (and no other Cabana or portion of the Shared Facilities); and (D) the insurance of any contents maintained in the applicable Cabana.

EACH UNIT OWNER ACKNOWLEDGES AND AGREES THAT CERTAIN OF THE CABANAS MAY BE LOCATED BELOW THE FEDERAL FLOOD PLAIN, AND, ACCORDINGLY, IN THE EVENT OF FLOODING, ANY PERSONAL PROPERTY STORED THEREIN IS SUSCEPTIBLE TO WATER DAMAGE. ADDITIONALLY, INSURANCE PREMIUMS, BOTH FOR THE SHARED FACILITIES MANAGER IN INSURING THE CABANAS, AND FOR OWNERS, MAY BE HIGHER THAN IF THE AREAS WERE ABOVE THE FEDERAL FLOOD PLAIN. BY ACQUIRING TITLE TO, OR TAKING POSSESSION OF, A UNIT, OR ACCEPTING THE ASSIGNMENT OF A CABANA, EACH OWNER, FOR SUCH OWNER AND THE OWNER'S TENANTS, GUESTS AND INVITEES, HEREBY EXPRESSLY ASSUMES ANY RESPONSIBILITY FOR LOSS, DAMAGE OR LIABILITY RESULTING THEREFROM.

3.6 Storage. The Shared Facilities Manager shall have, and Declarant hereby reserves unto the Shared Facilities Manager, the exclusive right at any time, and from time to time, to grant to specific Condominium Units, Elements or to any Element Specific Manager the exclusive right to use one or more storage spaces and/or lockers, if any, located within the Shared Facilities (and once assigned, same shall be deemed Limited Shared Facility of the Unit and/or Elements to which assigned). Nothing herein shall obligate the Shared Facilities Manager to make any such grant, whether to a particular Condominium Unit or Element (or any portion thereof) and there is no assurance that any such grant will be made. A grant with respect to a storage space/ locker as aforesaid shall be made by the Shared Facilities Manager by written assignment (which shall not be recorded). Any such grant vests in the Unit Owner or Element Owner, or such Element Specific Manager, as appropriate, the exclusive right to use (and not title to) such space(s) and/or locker(s), and, if to a Unit or Element Owner, as an appurtenance to such Owner's Unit or Element subject to this Declaration and any applicable rules and regulations promulgated by the Shared Facilities Manager. Unless otherwise noted on the form of assignment or grant, such exclusive right to use shall pass with title to such Unit or Element, whether or not specifically assigned. Any such assignment shall not be recorded in the Public Records of the County but, rather, shall be made by way of instrument placed in the official records of the Shared Facilities Manager. All fees collected by the Shared Facilities Manager for assigning spaces and/or lockers, if any, shall be retained by the Shared Facilities Manager and shall not constitute income or revenue of any other Owner (and/or be utilized to offset any Shared Facilities Costs). Any and all unassigned spaces and/or lockers shall be controlled by the Shared Facilities Manager and may be used only as determined by the Shared Facilities Manager. As to any party granted exclusive use of a storage space or locker, that party shall be responsible for the cleaning, repair and replacement of the space or locker and for the contents therein.

EACH OWNER ACKNOWLEDGES AND AGREES THAT A PORTION OF THE STORAGE AREAS MAY BE LOCATED BELOW THE FEDERAL FLOOD PLAIN, AND, ACCORDINGLY, IN THE EVENT OF FLOODING, ANY PERSONAL PROPERTY STORED THEREIN IS SUSCEPTIBLE TO WATER DAMAGE. ADDITIONALLY, INSURANCE RATES, BOTH FOR THE SHARED FACILITIES MANAGER IN INSURING THE STORAGE FACILITIES, AND FOR OWNERS, MAY BE HIGHER THAN IF THE STORAGE FACILITIES WERE ABOVE THE FEDERAL FLOOD PLAIN. FURTHERMORE, INSURANCE OBTAINED BY THE SHARED FACILITIES MANAGER OR ELEMENT SPECIFIC MANAGERS WILL LIKELY NOT COVER DAMAGE, INCLUDING WITHOUT LIMITATION BY FLOOD, TO ANY PERSONAL PROPERTY OF THE OWNERS. BY ACQUIRING TITLE TO, OR TAKING POSSESSION OF, A UNIT AND/OR ELEMENT, OR ACCEPTING THE ASSIGNMENT OF A STORAGE SPACE/LOCKER, EACH OWNER, FOR SUCH OWNER AND THE OWNER'S TENANTS, GUESTS AND INVITEES, HEREBY EXPRESSLY ASSUMES ANY RESPONSIBILITY FOR LOSS, DAMAGE OR LIABILITY RESULTING

THEREFROM AND WAIVES ANY AND ALL LIABILITY OF DECLARANT, DECLARANT'S AFFILIATES AND/OR THE SHARED FACILITIES MANAGER.

3.7 Project Facilities Rules and Regulations. Without limiting the generality of Section 3.3, Shared Facilities Manager shall, in its sole and absolute discretion, have the right to establish, from time to time, rules and regulations regarding the easements granted herein and/or the use of the Shared Facilities and Element Exclusive Facilities, including, without limitation, rules and regulations (a) allocating at any time, and from time to time, exclusive or non-exclusive use rights to the Elements during particular periods of time and/or with respect to particular Shared Facilities (and as such, allowing the closure of such portions of the Shared Facilities to other Owners and their guests that are not granted such exclusive use); (b) allowing use of Shared Facilities by outside users (persons who are not Owners, or guests, tenants or invitees of Owners) and (c) granting the right to temporarily close or restrict use of Project Facilities, as Shared Facilities Manager may determine from time to time, whether for maintenance purposes, due to an emergency situation or event of *force majeure*, for security reasons, for the holding of private events for the Hotel Element (limiting or precluding use by some or all Owners) or for any other purpose expressly permitted under this Declaration or otherwise; provided, however, that in no event shall any Owner (including, without limitation, Unit Owners and/or their Tenants and/or other Permitted Users) be denied legal access to and from a publicly dedicated street and the applicable Element/Unit.

3.8 Use of Roofs. Subject to the rights of Element Owners to use portions of the roofs as provided elsewhere in this Declaration, Declarant hereby reserves and grants to Shared Facilities Manager the exclusive right to regulate and approve the use of the roof surfaces and/or the placement or installation of any structures, facilities or improvements on the roof of any Structure within The Properties, including without limitation (a) antennas, dishes or any other receiving, transmitting, monitoring and/or other equipment or facilities of any kind or nature, which may be installed by an Owner on the roof of its respective Element, provided such Owner first obtains Shared Facilities Manager's approval as provided herein, (b) solar equipment, (c) areas for public or private access, such as rooftop decks or patios, and (d) utilities and enclosures for rooftop utilities, such as HVAC and other mechanical equipment, all as Shared Facilities Manager may deem necessary, desirable or acceptable from time to time, without requiring approval from any Owner (except, with respect to roofs benefitting only a single Element, in which case the approval of the Owner of such Element shall also be required), but subject to compliance with all Legal Requirements, the Project Standard and such rules and regulations as may be established from time to time by Shared Facilities Manager. Notwithstanding anything to the contrary contained herein, the Hotel Element Owner shall have the right to install antennas, dishes or any other receiving, transmitting, monitoring and/or other equipment or facilities on the roof of the Hotel Element in its sole discretion, without first obtaining Shared Facilities Manager's approval, but subject to compliance with all Legal Requirements, the Project Standard and the terms and conditions of the applicable Brand Agreement. Expenses incurred by Shared Facilities Manager in connection with the use of the roof shall be borne by the Element Owner benefitted by such use, provided that if such use benefits two or more Elements, then such expenses shall be included in Shared Facilities Costs or allocated to the Elements so served as reasonably determined by Shared Facilities Manager. Any consideration paid or received for such rooftop installations for the benefit of two or more Elements shall be paid to Shared Facilities Manager and applied to or used to offset expenses associated with such use or Shared Facilities Costs, as reasonably determined by Shared Facilities Manager. If, however, a commercial use is made of any roof that does not benefit any of the Elements or Element Owners, the costs incurred in connection with such commercial use (such as the installation of equipment) shall not be borne by the Element Owners and, except as otherwise agreed to in writing, any consideration paid or received for such rooftop use shall be personal to Shared Facilities Element Owner and shall not be applied to or used to offset Shared

Facilities Costs. To the extent services are provided to any Element (or portion thereof) or Unit within an Element from rooftop facilities or equipment (such as antennas or dishes providing telecommunications services), such Element or Unit shall be responsible for the charges therefor and entitled to any consideration paid to or received by the Owner with respect to such rooftop installations, unless same are billed to Shared Facilities Manager, in which case Shared Facilities Manager shall allocate to or among the Elements in the same manner as other expenses incurred by Shared Facilities Manager under this Section.

3.9 Signs. Declarant hereby reserves and grants to Shared Facilities Manager the exclusive right to regulate and approve the placement, installation, alteration and replacement of any signage (including without limitation pylons, monument signs, billboards, murals, digital displays and other signage) visible from the exterior of any Element (including on the exterior façade of any Structure) or on the Shared Facilities within The Properties, all as Shared Facilities Manager may deem necessary, desirable or acceptable from time to time, without requiring approval from any Owner. All such signage shall be subject to and comply with Legal Requirements, the Project Standard, signage criteria adopted from time to time by Shared Facilities Manager for The Project, and such rules and regulations as may be established from time to time by Shared Facilities Manager. Any consideration paid or received for such signage located on the exterior façade of any Element shall be the sole property of the applicable Element Owner (e.g., signage on the exterior façade of the Hotel Element or other Permitted Users of retail space within the Hotel Element shall be the sole property of the Hotel Element Owner). No Owner of an Element shall place or install any signage within the interior of or on the exterior of any other Element without the prior written consent of the Shared Facilities Manager, whereupon such signage shall be deemed part of the Element Exclusive Facilities of the Benefitted Element. Once interior or exterior signage has been approved by the Shared Facilities Manager as hereinabove provided, the Owner of the Benefitted Element shall have the right and obligation to access, maintain, repair and replace such signage as part of the Element Exclusive Facilities hereunder; subject, however, to any conditions of such approval. Notwithstanding the foregoing, Shared Facilities Manager shall have the right to install directional signage as part of the project-wide directional signage system and other project identification signage on the exterior façade and/or within the public areas of any individual Element; provided, however, that such signage shall not unreasonably interfere with the operations of the affected Element and shall be consistent with the Project Standard.

3.10 Limited Shared Facilities. Any patios, balconies, terraces, lanais and/or sidewalks adjacent to an Element or a Unit within a Submitted Element shall, subject to the provisions hereof, be a Limited Shared Facility of such Element(s) and/or Unit, so that the Element Owner and/or Unit Owner, as applicable, may, to the extent permitted by law, incorporate and use such areas in connection with, or relating to, the operations from its Element and/or Unit. Similarly, as to any terrace, balcony, deck, lanai and/or patio within the Shared Facilities, the Shared Facilities Manager may assign and/or designate same (or a portion of same) for the exclusive use of an Element (to the exclusion of other Elements), in which event, the Element as to which the terrace, balcony, deck, lanai and/or patio was assigned or designated shall be entitled to exclusive use of same (subject to the rights of the Shared Facilities Manager as elsewhere provided herein). Any such Limited Shared Facilities shall be maintained, repaired and replaced as provided in Article 6 hereof. Notwithstanding the designation of any portion of the Shared Facilities as Limited Shared Facilities, same shall not allow any Owner and/or user of the Limited Shared Facilities to preclude passage through such areas as may be needed from time to time for emergency ingress and egress, for the maintenance, repair, replacement, alteration and/or operation of the Shared Facilities which are most conveniently serviced (in the sole determination of the Shared Facilities Manager) by accessing such areas (and an easement is hereby reserved for such purposes) and/or as may be required by applicable law.

Notwithstanding anything contained herein to the contrary, with respect to any Limited Shared Facilities patio, balcony, roof deck, pool deck, terrace and/or lanai appurtenant to a Unit upon which a Private Pool/Spa has been, or is hereafter, constructed, the Owner of the Unit to which the Private Pool/Spa and the patio, deck and/or terrace are appurtenant, shall be directly responsible for, at such Owner's cost, the following: (i) the chemical treatment of the water of the Private Pool/Spa, (ii) the maintenance, repair and/or replacement of the pool pump and all other mechanical equipment serving the Private Pool/Spa, (iii) the general cleaning and skimming of the Private Pool/Spa, (iv) the maintenance, repair and/or replacement of the surface and/or finish of the Private Pool/Spa, whether same requires repainting, re-marciting, re-tiling or otherwise, and (v) any costs resulting from the existence of the Private Pool/Spa (which would not otherwise need to be incurred if a Private Pool/Spa were not installed on the appurtenant patio, roof deck and/or terrace). The Owner of the Unit to which the Private Pool/Spa is appurtenant shall be liable for any loss, damage or liability which may result from the existence of the Private Pool/Spa, be it loss or damage to property and/or injury or death to persons, and shall indemnify and hold the Element Specific Manager of the Submitted Element containing the Unit to which the Private Pool/Spa is appurtenant, the Management Company, the Shared Facilities Manager, the Developer, Developer's Affiliates Declarant, Declarant's Affiliates and its and their respective partners, members, shareholders, officers, directors, employees, managers, agents or affiliates harmless from and against any and all actions, claims, judgments, and other liabilities in any way whatsoever connected with any Private Pool/Spa or similar improvements as contemplated herein.

4. **ADDITIONAL EASEMENT RIGHTS AND EASEMENTS**

4.1 Encroachment. If (a) any portion of the Shared Facilities (or improvements constructed thereon) encroaches upon any other portion of an Element or upon any Structure; (b) any portion of an Element (or improvements constructed thereon) encroaches upon the Shared Facilities or any other Element; (c) any portion of the Future Development Property (or improvements constructed thereon) encroaches upon the Shared Facilities or any other Element; or (d) any encroachment shall hereafter occur as the result of (i) construction of any improvement; (ii) settling or shifting of any improvement; (iii) any alteration or repair to any improvement after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any improvement or portion of the Shared Facilities, any Element or the Future Development Property, then, in any such event, a perpetual easement is granted and shall exist for such encroachment and for the maintenance of the same so long as the Structure causing said encroachment shall stand.

4.2 Easements of Support. Whenever any Structure on any Element or included in the Shared Facilities adjoins any Structure included in any other portion of The Properties, and/or in the event that any Structure is constructed so as to transverse Element lines and/or to be connected in any manner to any Structure on any other Element, then there shall be (and there is hereby declared and created) a perpetual easement of support for such Structure(s), such that each such Structure shall have and be subject to an easement of support and necessity in favor of the other Structure.

4.3 Easements for Pedestrian and Vehicular Traffic. In addition to the general easements for use of the Shared Facilities granted and reserved herein, there shall be, and Declarant hereby reserves and grants for itself, Shared Facilities Manager, Element Specific Managers and their designees, and all Owners of Elements/Structures within The Properties (as well as the Unit Owners), that each and every Owner and Unit Owner (and their respective Permitted Users), and Shared Facilities Manager, Element Specific Manager and their designees, and Declarant, shall have a non-exclusive easement appurtenant for (a) pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Shared Facilities as from time to time may be intended and designed for such purpose, and (b) vehicular traffic over all private streets or drives

within the Shared Facilities, subject to the parking provisions set forth in Article 16 herein. Notwithstanding the foregoing, Shared Facilities Manager shall have the right to designate certain private streets and drives within the Shared Facilities for the exclusive or primary use by one or more Elements (to the exclusion of other Elements) for traffic circulation, valet parking, drop-off and pick-up and/or other ancillary uses to such Element(s), and to add to or withdraw any of the foregoing from the Shared Facilities, provided that the requirements of Article 2 are not violated.

4.4 Project Encumbrances. The easements, rights, restrictions and provisions set forth in the Development Approvals and/or Project Encumbrances and any other easements or instruments affecting The Properties (or any portion thereof) recorded in the Public Records of the County, burden and/or benefit (as applicable) The Properties or Element(s) or Shared Facilities (or portion thereof) therein described, subject to the terms and conditions thereof. Without limiting the foregoing, The Properties or Shared Facilities (or applicable portions thereof) are, and shall be, subject to, and encumbered by the Development Approvals and Project Encumbrances, which, among other things, may grant rights to persons who are not Owners and/or the general public. Accordingly, each Element is governed and burdened by, and subject to, and each Owner is governed and burdened by, and subject to, all of the terms and conditions of the Development Approvals and Project Encumbrances that encumber or otherwise affect such Element or The Properties or Shared Facilities generally. Each Owner (for itself and its Permitted Users) understands and agrees, by acceptance of a deed or otherwise acquiring title to an Element or Unit, that the rights in and to The Properties and Shared Facilities are junior and subordinate to the rights therein granted under the Development Approvals and/or Project Encumbrances. Pursuant to the Development Approvals and Project Encumbrances, the Elements may be obligated for the payment of certain ongoing costs and responsibilities. Any and all payments that are the responsibility of Shared Facilities Manager or Shared Facilities Element Owner under the Project Encumbrances pursuant to the terms thereof or this Declaration shall be part of the Assessments levied on Owners by Shared Facilities Manager. Any and all reimbursements, if any, for expenses (other than capital expenditures associated with the initial construction of improvements comprising the Elements) shall be credited against the annual budget. EACH OWNER SHOULD THOROUGHLY REVIEW THE DEVELOPMENT APPROVALS AND PROJECT ENCUMBRANCES TO DETERMINE THE EFFECT SAME WILL HAVE ON THE PROPERTIES AND SHARED FACILITIES.

4.5 Recorded Utility Easements. Easements for the installation and maintenance of utilities are reserved as and to the extent shown on recorded plats and/or any recorded instruments covering the Properties and/or as provided herein. The portion of The Properties covered by an easement and all improvements in such portion shall be maintained continuously by the applicable Element Owner (if within an Element), Shared Facilities Manager or its designee (if part of the Shared Facilities) or the Owner of a Benefitted Element (if part of the Element Exclusive Facilities serving such Benefitted Element), except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company and other utility provider, the applicable Element Owner liable for the maintenance thereof, Declarant and Shared Facilities Manager, and their respective successors, assigns and designees, as applicable, shall have a perpetual easement for the installation and maintenance of water lines, sanitary sewers, storm drains, and electric and telephone lines, cables and conduits, under and through the utility easements as shown on the plats and recorded instruments.

4.6 Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Shared Facilities in the performance of their respective duties. Additional easements are hereby reserved over portions of The Properties to accommodate all reserved rights as set forth in the Development Approvals and Project Encumbrances. Additionally, easements are hereby reserved in favor of all Owners (and

their Tenants and other Permitted Users) for emergency ingress and egress over, through and across all Shared Stairways.

4.7 Easements for Element Exclusive Facilities. Declarant hereby reserves and grants for itself, Shared Facilities Manager and all Owners of Benefitted Elements within The Properties (and their respective designees), easements for ingress and egress over, under and through The Properties (including all Burdened Elements thereof), to the extent reasonably necessary to access and use the Element Exclusive Facilities for their intended purposes, and to perform the maintenance, repair and replacement obligations with respect to the Element Exclusive Facilities required of the applicable Owner of the Benefitted Element set forth herein. The foregoing reservation and grant shall be deemed to include all easements and rights of access in and to the Burdened Elements and Element Exclusive Facilities reasonably necessary to enable the applicable Owner of the Benefitted Element and its contractors, subcontractors, suppliers, agents and employees to exercise its rights and perform its obligations with respect to the Element Exclusive Facilities under this Declaration, but shall be subject to such rules and regulations as may be established from time to time by Shared Facilities Manager. In exercising the easements contained in this Section, the Benefitted Element Owner shall use reasonable efforts to minimize interference with the other proper uses of the Burdened Element and the operations therefrom and restore any damage caused thereby.

4.8 Easements for Shared Facilities Manager. Declarant hereby reserves and grants to Shared Facilities Manager and its designees, perpetual easements over, under and through The Properties (including all Elements thereof), for the construction and installation of the Shared Facilities and the Element Exclusive Facilities, and/or the operation, repair, replacement, maintenance, alteration and relocation of same, and/or the performance of any rights and/or obligations of Shared Facilities Manager herein described. The foregoing reservation and grant shall be deemed to include all easements and rights of access in and to the Elements, Shared Facilities and Element Exclusive Facilities necessary or desirable to enable Shared Facilities Manager to exercise its rights and perform its obligations under this Declaration. The easements granted herein shall be both "in gross" and personal to Shared Facilities Manager, and also appurtenant to the Shared Facilities Element, and the easements shall also run in favor of the contractors, subcontractors, suppliers, agents, employees and designees of Shared Facilities Manager. The easements reserved and granted to Shared Facilities Manager and the Shared Facilities Element under this Section shall be in addition to the rights and easements reserved and/or granted to Shared Facilities Manager and the Shared Facilities Element under any other provision of this Declaration.

4.9 Outside User Easement/ Outside User Fee. It is intended that certain of the Shared Facilities may be made available to persons who are not owners, tenants or guests of The Project (each, an "**Outside User**"). The exact number of Outside Users, the scope of rights granted and the fees, dues or other sums to be paid by them, if any, shall be determined by the Shared Facilities Manager from time to time. In furtherance of the rights of the Shared Facilities Manager as set forth herein, to the extent that any Outside Users are permitted to use the Shared Facilities whether through a club membership or otherwise, the Shared Facilities Manager may, without obligation, impose upon them charges, impositions, membership fees, dues or other financial obligations, all of which shall be payable to the Shared Facilities Manager, with the specific amounts of same in any instance to be determined by the Shared Facilities Manager in its sole discretion. Any such fees collected from the Outside Users shall be deemed private income of the Shared Facilities Manager and shall not be applied to offset any Shared Facilities Costs charged to any Element. In order to accommodate the intended uses contemplated herein, a non-exclusive easement in favor of each Outside User, their permitted guests and invitees, shall exist for access to and use of the Shared Facilities. Additionally, the Shared Facilities Manager can establish the terms of such outside use, the fees, dues, membership costs or other charges that may be required for

use of the Shared Facilities. No rule shall be adopted to prohibit, limit or diminish the use of the Shared Facilities by the Outsider Users as otherwise permitted herein. Additionally, it is contemplated that the Hotel Element Owner may, from time to time, grant Outside Users the right to use any or all of the amenities within the Hotel. The exact number of Outside Users, the scope of rights granted and the fees, dues or other sums to be paid by them, if any, shall be determined by the Hotel Element Owner from time to time. In furtherance of the rights of the Hotel Element Owner as set forth herein, to the extent that any Outside Users are permitted to use the Hotel amenities, whether through a club membership or otherwise, the Hotel Element Owner may, without obligation, impose upon them charges, impositions, membership fees, dues or other financial obligations, all of which shall be payable to the Hotel Element Owner, with the specific amounts of same in any instance to be determined by the Hotel Element Owner in its sole discretion, subject to the terms and conditions of the applicable Brand Agreement. Any such fees collected from the Outside Users for use of the Hotel amenities shall be deemed private income of the Hotel Element Owner. In order to accommodate the intended uses contemplated herein, a non-exclusive easement in favor of each Outside User, their permitted guests and invitees, shall exist for access to and use of the Hotel amenities. Additionally, the Hotel Element Owner can establish the terms of such outside use, the fees, dues, membership costs or other charges that may be required for use of the Hotel amenities. No rule shall be adopted to prohibit, limit or diminish the use of the Hotel amenities by the Outsider Users as otherwise permitted herein.

4.10 Declarant's Construction, Sales and Leasing Activities. Declarant and its affiliates (and its and their designees, including agents, employees, contractors, subcontractors and suppliers) shall have the right from time to time to enter upon The Properties (including, without limitation, the Elements) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on or comprising a part of the Shared Facilities or elsewhere on The Properties that Declarant and its affiliates or designees elect to effect, and to use, without charge, the Shared Facilities and other portions of The Properties (excluding the interior of the Elements) for sales, leasing, displays and signs or for any other purpose during the period of construction, leasing and sale of any portion thereof or of other portions of adjacent or nearby property. Without limiting the generality of the foregoing, Declarant and its affiliates (and its and their designees) shall have the specific right to maintain upon any portion of The Properties (excluding the interior of the Elements) sales, leasing, administrative, construction or other offices, and to erect, maintain, repair and replace, from time to time, one or more signs on the Shared Facilities for the purposes of advertising the sale or lease of Structures, including without limitation individual Units or other portions thereof. Appropriate exclusive and non-exclusive easements of access and use are hereby expressly reserved unto Declarant and its affiliates, and its and their successors, assigns and designees, including agents, employees, contractors, subcontractors and suppliers, for all of the foregoing purposes, including construction, sales and leasing activities contemplated herein. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Shared Facilities shall, at all times, be subject and subordinate to the foregoing rights and easements and to the above-referenced activities. Accordingly, Declarant shall not be liable for delays in such completion to the extent resulting from the exercise of or need to conclude any of the above-referenced activities prior to such completion.

4.11 Future Development Property Easements. Without limiting the generality of the foregoing, the following easements are hereby reserved over, under and upon The Properties in order to allow for the construction of improvements upon the Future Development Property and the integration of same with The Properties, whether or not supplemented as part of The Properties:

(a) Utilities. Easements are reserved under, through and over The Properties as may be required from time to time for utility, cable television, communications

and monitoring systems, and other services and drainage in order to serve the Future Development Property. An Owner shall do nothing within or outside his Element that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems or other service, or water, sewer or drainage facilities, or the use of these easements. The owner from time to time of the Future Development Property shall have a right of access upon The Properties to install and thereafter maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications and similar systems, hot water heaters, service, water, sewer and drainage facilities, and to remove any improvements interfering with or impairing such facilities or easements herein reserved; provided, however, that such right of access, except in the event of an emergency, shall not unreasonably interfere with any Owner's permitted use of its Element, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Owner is absent when the giving of notice is attempted); and provided, further, that the surface of the affected easement shall be restored to its former condition to the extent reasonably feasible.

(b) Ingress/Egress. A non-exclusive easement in favor of the owners from time to time of the Future Development Property, and their guests, tenants and invitees shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Shared Facilities as from time to time may be intended and designed for such purpose and use; and for vehicular (including, without limitation, construction vehicles) and pedestrian traffic over, through and across, such portions of the Shared Facilities as from time to time may be paved and intended for such purposes.

(c) Construction Activity. Declarant (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter The Properties and take all other action necessary or convenient for the purpose of installing, constructing or erecting any improvements located or to be located upon the Future Development Property (for so long as any portion of same is owned by Declarant) and for repair, reconstruction, replacement and maintenance or warranty purposes or where Declarant, in its sole discretion, determines that it is required or desires to do so; provided, however, that Declarant, in exercising these rights takes reasonable steps to minimize interference with the operation of the Shared Facilities and each Owner's permitted use of its Element.

(d) Sales and Leasing Activity. For as long as Declarant has any ownership interest in the Future Development Property, Declarant, its designees, successors and assigns, shall have the right to use portions of The Properties (other than Units) for sales, leasing and construction offices relating to the Future Development Property, to show same to prospective purchasers and tenants, and to erect signs and other promotional material to advertise any portion of the Future Development Property for sale or lease; provided, however, that Declarant, in exercising these rights takes reasonable steps to minimize interference with the operation of the Shared Facilities and each Owner's permitted use of its Element. The foregoing easement and rights shall expressly authorize Declarant or its designees to advertise, market and promote any fractional plan or other product desired to be offered from time to time by Declarant or its designees.

5. ALTERATIONS AND IMPROVEMENTS

5.1 Alterations. Each Owner may make such alterations within its Element as it may from time to time determine without the consent or approval of the other Owners or Shared Facilities Manager; subject, however, to the remaining provisions of this Article 5 and to

all other provisions of this Declaration. Notwithstanding anything herein to the contrary, no addition, alteration or improvement shall be permitted to the extent same is not permitted pursuant to the terms of the Development Approvals and any Project Encumbrances or Legal Requirements. The initial construction of Structures on and within an Element shall not be subject to this Article.

5.2 Approval Required. Without the prior written consent of Shared Facilities Manager, which consent may be granted or withheld in the reasonable discretion of Shared Facilities Manager, no alteration, addition or improvement shall be made by an Owner to any part of its Element that would:

(a) alter, modify and/or otherwise affect the uniform exterior appearance of the Structures including without limitation any paint or other exterior finishing; any windows, walls or balconies; any awning, canopy or shutter; and/or exterior lighting schemes;

(b) alter or modify the size, configuration, location or exterior appearance of any exterior recreational facilities or amenities areas;

(c) involve a structural alteration or affect the Shared Facilities or penetrate another Element;

(d) reduce the size of the Element Exclusive Facilities or prevent or interfere with access to or use of any Element or any Project Facilities, except for temporary interruptions to the extent consistent with the Construction Practices;

(e) would be likely to increase by more than ten percent (10%) any line item of the Shared Facilities Costs over the then existing line item for such Shared Facilities Costs, or any increase in the Shared Facilities Costs of more than five percent (5%) in the aggregate over the Shared Facilities Costs for the preceding calendar year;

(f) modify the drainage facilities for The Properties; or

(g) have a material adverse effect on (i) the operation, use, occupancy, leasing, maintenance, construction, repair, replacement or condition of any other Element, (ii) the ability of any other Owner to satisfy the Project Standard with respect to the improvements comprising its Element, (iii) the access to or use of any Project Facilities (excluding temporary interruptions to such access or use), or (iv) the overall costs and expenses incurred by any other Owner in operating, maintaining, repairing, constructing or replacing any of the improvements comprising its Element.

5.3 Construction Practices. Any alterations to the Elements (which, for purposes hereof shall include repair, reconstruction and replacement work), irrespective of whether the consent or approval of Shared Facilities Manager is required, shall be performed in compliance with the following provisions (the "Construction Practices"):

(a) All alterations shall be consistent with the Development Approvals and the Project Standard.

(b) All alterations shall be performed (i) with reasonable diligence and dispatch, (ii) in a good and workmanlike manner, (iii) in accordance with the Development Approvals, Project Standard and all Legal Requirements, (iv) with respect to the portions of The Properties affected by any Project Encumbrances, in accordance with any requirements imposed by such Project Encumbrances, (v) pursuant to good, generally prevailing management practices and procedures which, to the extent reasonably feasible, will avoid or minimize any unreasonable resulting

disturbances or interferences with the use, operation and occupancy of or access to and from any other Element, and (vi) by licensed contractors and/or service providers approved by Shared Facilities Manager that have (unless otherwise agreed in advance and in a written instrument by Shared Facilities Manager) policies of insurance covering such risks, in such amounts and otherwise in such forms as may be required by Shared Facilities Manager from time to time, including without limitation builder's risk insurance, worker's compensation insurance (as required by Legal Requirements), commercial general liability insurance, automobile liability insurance, product liability insurance, contractual liability insurance, and excess liability (umbrella) insurance. Each such policy of insurance shall name the Element Owner performing the alteration, Shared Facilities Manager and any other affected Element Owner (e.g., the applicable Burdened Element Owner, if the alteration affects Element Exclusive Facilities) and Element Specific Manager and for as long as Declarant owns any portion of The Properties, Declarant, and their respective designees, as an additional insured, and shall be primary for any and all Losses arising out of or in connection with the contractor's and/or service provider's work (excluding claims under liability policies arising out of the acts or omissions of the additional insured). Such insurance shall also meet the insurance requirements of Section 11.9.

(c) Before beginning any alteration, the Owner performing the alteration shall procure, at its expense, all necessary licenses, permits, approvals and authorizations from the County, the Town and any other applicable Governmental Authority, and shall deliver photocopies thereof to Shared Facilities Manager (and, if the alteration affects areas or facilities located in or that benefit another Element, the Owner of such Element). Upon request, other Element Owners shall join in the application for such licenses, permits, approvals and authorizations whenever such action is necessary, and the Element Owner performing the alteration covenants that such other Element Owners and Shared Facilities Manager will not suffer, sustain or incur any cost, expense or liability or other Losses by reason thereof and agrees to indemnify each of them and hold them harmless against any such Losses.

(d) At all times during the performance of any alteration (including during any removal, installation, construction, inspection, maintenance, repair and/or replacement of any equipment, facilities or other improvements), the Element Owner performing such alteration shall coordinate and stage all work with Shared Facilities Manager (and, if the alteration requires access to or affects areas or facilities that benefit another Element, the Owner of such Element) to minimize, as much as reasonably possible, impact and disruption on the other Elements and the Project Facilities, including without limitation vehicular and pedestrian access and traffic, the use and enjoyment thereof and the conduct of any business thereon.

(e) The Element Owner performing the alteration shall be solely responsible for all costs incurred in connection with such alteration, such as an increase in costs of trash removal due to the work.

(f) To the extent any alteration requires plans or plans have otherwise been prepared, the Element Owner performing such alteration shall provide copies of the as-built plans to Shared Facilities Manager (and, if the alteration affects areas or facilities located in or that benefit another Element, to the Owner of such Element).

(g) All costs associated with any alteration hereunder shall be promptly and fully paid for by the Element Owner performing same. Without limiting the foregoing, no Owner shall permit any liens to attach to another Element or the

Project Facilities as a result of its work and the Owner performing the alteration shall either bond over or pay and discharge any lien so attaching within twenty (20) days after the earlier of notice of the lien or demand by the Owner of such other Element or Shared Facilities Manager. Any Element Owner whose act or omission forms the basis for a lien on another Element shall indemnify and save the Owner of such Element and Shared Facilities Manager harmless from and against any and all Losses resulting therefrom. If an Element Owner shall fail to obtain within such twenty (20) day period the requisite release or transfer of any lien claim, then Shared Facilities Manager (or the Owner of the liened Element, if Shared Facilities Manager does not pursue same) may, at its option, secure the release of the lien claim by any means available, including bonding or settlement, whereupon the defaulting Element Owner shall, within ten (10) days after demand, reimburse Shared Facilities Manager or the other Element Owner, as applicable, for the latter's costs and expenses incurred in securing the lien release, including reasonable attorneys' fees. Interest shall accrue at the Default Rate on the amount of any such reimbursement obligation not paid within ten (10) days after demand. Notices by any party under this paragraph shall be provided to Shared Facilities Manager, the Owner performing the alteration and any Owner of a liened Element.

(h) The Element Owner performing the alteration shall be solely liable for all costs and expenses, and any Losses, incurred, caused or occasioned by its acts or omissions, the acts or omissions of its Permitted Users, as well as the acts or omissions of its contractors, service providers, agents and representatives who cause any damage to any other Element (or any portion thereof), and shall indemnify and hold the Owner of such damaged Element, Shared Facilities Manager and for as long as Declarant owns any portion of The Properties, Declarant, and its and their respective directors, officers, employees, contractors, agents or affiliates, harmless from and against any and all Losses in any way whatsoever connected with the alteration contemplated herein.

(i) In addition to the foregoing, Shared Facilities Manager shall have the right to establish non-discriminatory rules and restrictions on any and all persons performing alterations with respect to any Element, including, without limitation, restricting the hours during which construction and/or repair work may be performed (including limiting jack hammers and other noisy work to specific hours designated by Shared Facilities Manager), imposing noise abatement requirements, restricting access of contractors to certain areas, designating specific staging areas, restricting access by trucks and construction vehicles, and requiring a security deposit or other collateral to protect against damage to the Shared Facilities or any Structure that may be caused during such work, which rules and regulations may be modified from time to time. Such rules may also establish procedures and standards for the submission and review of any matter that requires Shared Facilities Manager's approval, and for inspection and final approval of any completed work pursuant to an approval of Shared Facilities Manager hereunder. In addition, in order to assure that all work by any Owner is performed to the Project Standard, each Element Owner agrees to contract with Shared Facilities Manager and/or a vendor or contractor first approved by Shared Facilities Manager to perform any alteration hereunder.

(j) With respect to any alterations, improvements or other work in progress, Shared Facilities Manager shall have the right to establish requirements and guidelines for the protection of all such work in progress from acts of God and other *force majeure* events such as (but not limited to) hurricanes, floods, acts of terrorism or war, civil disturbances and other events that would reasonably be anticipated to damage such work in progress or impact same in a way that would potentially threaten or place at risk the health, safety or welfare of any

Owner or Permitted User or the property of any of the foregoing, or adversely impact other portions of The Properties.

5.4 Review of Alterations. Each Owner desiring to make any alterations for which approval of Shared Facilities Manager must be obtained shall submit all plans and specifications for the proposed alteration to Shared Facilities Manager. Shared Facilities Manager may condition its approval as it deems appropriate, and may require submission of additional plans and specifications (or more detailed plans and specifications); studies, reports and/or evaluations and any other materials from pre-approved consultants and other professionals confirming and detailing the potential effects (whether short-term or long-term) of such alterations on the Shared Facilities or any other portion of The Properties; and/or other information prior to approving or disapproving the material submitted. Review of any plans and specifications relating to alterations and any other activities of Shared Facilities Manager in connection with any Owner's alterations shall be solely and exclusively for Shared Facilities Manager's benefit. No person shall, under any circumstances, be a beneficiary of Shared Facilities Manager's requirements hereunder. Shared Facilities Manager may freely waive any of its requirements hereunder at any time if, in Shared Facilities Manager's sole discretion, it desires to do so. In particular, but without limitation, Shared Facilities Manager makes no representations and assumes no obligations to any Owners or any third parties concerning the quality of the construction of any alterations. In addition, the Shared Facilities Manager shall not be liable to any Owner or its Permitted Users or any other party for any Losses suffered or claimed by any Owner or its Permitted Users or any other party on account of any defects in such plans, or the failure of such plans or the alterations to comply with any Legal Requirements. Any approval tendered by Shared Facilities Manager shall under all circumstances be interpreted in a manner consistent with this limitation of Shared Facilities Manager's liability. With respect to any alterations that require Shared Facilities Manager's approval under this Article, each Owner shall pay Shared Facilities Manager a construction oversight fee equal to five percent (5%) of the total cost of the alterations, provided that if such cost exceeds $1,000,000 the construction management fee shall be equal to three percent (3%) of such total costs to compensate Shared Facilities Manager's for its services. In addition, each Owner shall promptly upon request therefor reimburse Shared Facilities Manager for the amount of all reasonable fees and expenses incurred by it (including without limitation reasonable attorneys' fees and expenses, and reasonable fees and expenses of any architects, engineers and other design professionals) in connection with Shared Facilities Manager's response to any requested approval of any proposed alterations.

5.5 Element Exclusive Facilities. The Owner of the Burdened Element shall not make alterations to the Element Exclusive Facilities within the Burdened Element, or to the Burdened Element that would impede in any material way the Benefitted Element Owner's use of the Element Exclusive Facilities or the benefits afforded by them, without the prior written consent of the Owner of the Benefitted Element served thereby, which consent shall not be unreasonably withheld. The Owner of the Benefitted Element shall not make alterations to the Element Exclusive Facilities serving it that would have a material adverse effect (as described in subsection 5.2(g)) on the Burdened Element in which such facilities are located with the consent of the Owner of such Burdened Element, which shall not be unreasonably withheld.

5.6 Individual Electric Vehicle Charging Station. Without limiting the generality of the provisions of this Declaration, any Owner that wishes to install an EVCS within a parking space, if any as to which they have been granted exclusive use, or on any wall immediately adjacent to any such assigned parking space so that they may charge their personal vehicle when parked within any such assigned parking space (an "Individual EVCS"), must seek and receive prior written approval from the Shared Facilities Manager, and shall be subject to the following additional provisions:

(a) Any Individual EVCS shall only be approved to the extent that same meets all applicable health and safety standards and requirements imposed by Federal, State and local authorities and all other applicable zoning, land use or other ordinances, or land use permits or approvals;

(b) Approval of an Individual EVCS shall be conditioned upon the requesting Owner's installation of a meter or submeter or other method to separately isolate the electricity consumed by the Individual EVCS and/or the use of same (with all such electricity costs to be the sole responsibility and burden of the Individual EVCS Owner);

(c) No Individual EVCS will be approved if it includes multiple charging points; and

(d) As a condition of approval of an Individual EVCS, the Owner must obtain and maintain (throughout the period that the Individual EVCS is installed and remains in place) a liability coverage policy in the amount of one million dollars ($1,000,000), which policy shall name the Shared Facilities Element Owner, Shared Facilities Manager and any Element Specific Manager as named additional insureds with a right of not less than ten (10) days' prior written notice of cancellation. Such policy shall have a term of not less than one (1) year and each Individual EVCS Owner shall provide the Shared Facilities Manager with evidence of renewal not less than fifteen (15) days prior to the expiration thereof for so long as such Owner is required to maintain such policy hereunder.

5.7 Development Approvals. No Owner shall pursue or seek approval for a variance or waiver from the specific requirements or effect of any of the provisions, guidelines, conditions, requirements or restrictions contained in the Development Approvals, without first having obtained the prior written approval of Shared Facilities Manager, which may be granted or withheld in the sole and absolute discretion of Shared Facilities Manager. In considering requests for variance or waivers from the Development Approvals, Shared Facilities Manager may take into account and require submission of documents and materials consistent with those required by or otherwise contemplated in connection with a variance from the covenants, conditions, requirements and restrictions of this Declaration, in addition to any other material and/or information that Shared Facilities Manager may deem appropriate or relevant in rendering its decision. If Shared Facilities Manager approves such request by an Owner to pursue or seek a variance or waiver from the Development Approvals, Shared Facilities Manager shall evidence such approval, and grant its permission for same, only by written instrument, addressed to the Owner of the portion of The Properties who made the request, describing the applicable provisions of the Development Approvals as to which a variance or waiver may be sought, and describing (when applicable) the conditions (which may be affirmative and/or negative in nature) on which the variance or waiver may be pursued (including limitations on the scope or extent of the waiver or variance) signed by Shared Facilities Manager. In such event, Owner shall pursue or seek approval for the variance or waiver from the applicable provisions of the Development Approvals strictly in accordance with the parameters of the approval rendered by the Shared Facilities Manager and shall keep Shared Facilities Manager fully apprised of Owner's progress with respect to such variance or waiver, including without limitation providing Shared Facilities Manager with copies of all applications, documents and other materials relating to such waiver or variance on a regular basis (and, in all events, no later than contemporaneously with the submission of same to any Governmental Authority). Any request for the right to pursue or seek a variance or waiver from the Development Approvals will be considered disapproved for purposes hereof in the event of either (a) written notice of disapproval from Shared Facilities Manager; or (b) failure by Shared Facilities Manager to respond to the request within thirty (30) days following its submission. Any grant, denial or disapproval (express or resulting from inaction) by Shared Facilities Manager hereunder shall not preclude Shared Facilities Manager from

granting or denying requests to pursue or seek variances or waivers from the Development Approvals in any other circumstances. Shared Facilities Manager shall not be liable to any Owner, Permitted User or any other party with regard to any request granted hereunder. Nothing contained herein shall be deemed to limit or restrict in any manner the right of Declarant to pursue or seek variances or waivers from the specific requirements of any of the provisions, guidelines, conditions, requirements or restrictions contained in the Development Approvals, all of which Declarant shall have the right to pursue or seek in its sole but reasonable discretion, subject to Legal Requirements.

6. MAINTENANCE OF STRUCTURES, ELEMENTS AND OTHER FACILITIES

6.1 Maintenance of Shared Facilities. Subject to the other provisions hereof, Shared Facilities Manager shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Shared Facilities and, to the extent not otherwise provided for, the paving, water and sanitary sewer facilities, drainage structures, landscaping, improvements and other structures (except those Limited Shared Facilities, if any, to be maintained by Owners) situated on or comprising the Shared Facilities (if any), with all such work to be done as ordered by Shared Facilities Manager. All work pursuant to this Section, and all costs and expenses incurred by Shared Facilities Manager pursuant to this Article or any other provision of this Declaration (with respect to the Shared Facilities or otherwise, and whether or not so stated in any particular provision hereof), and all expenses allocated to the Shared Facilities Element or incurred by the Shared Facilities Element Owner with respect to the Shared Facilities Element, shall be paid for by Shared Facilities Manager through Assessments (either general or special) imposed in accordance with Article 15. Shared Facilities Manager shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of The Properties, or appropriate portions thereof, and Shared Facilities Manager shall then have the power to allocate portions of such expenses among the Element Owners and/or the Element Specific Managers, based on such formula as may be adopted by Shared Facilities Manager or as otherwise provided in this Declaration or any Supplemental Declaration. The portion so allocated to an Element Specific Manager shall be deemed a general expense thereof, collectible through its own assessments. No Owner may waive or otherwise escape liability for Assessments by non-use (whether voluntary or involuntary) of the Shared Facilities or abandonment of the right to use the Shared Facilities.

6.2 Exteriors of Structures. Without limiting the generality of Section 6.1, Shared Facilities Manager, on behalf of the Shared Facilities Element Owner, shall maintain all exterior surfaces and roofs, facias and soffits of the Shared Improvements and other improvements that are part of Shared Facilities located on the Elements (including driveway, sidewalk and other surfaces) in a neat, orderly and attractive manner consistent with the Project Standard. The aforesaid maintenance shall include maintaining the structural components of the Shared Improvements included in Shared Facilities (irrespective of the ownership of same), including without limitation, project-wide maintenance, repair and replacement of glass walls, windows, doors (including the framing and hardware associated with sliding glass doors) (excluding, however, windows and glass doors bounding the Hotel Element, together with all hardware, framing and/or sealing of same, which will be insured, repaired, replaced and maintained by the Hotel Element Owner, at its sole cost and expense, in a neat, orderly and attractive manner consistent with the Project Standard), balconies and terraces and other Limited Shared Facilities serving or utilized as part of Shared Improvements, provided that if repair or replacement of such improvements is due to damage caused by a particular Element Owner or any Unit Owner in such Element (or its or their Permitted Users), the cost thereof shall be paid solely by such Element Owner. Shared Facilities Manager shall clean, repaint or restain, as appropriate, on behalf of the Shared Facilities Element Owner, the exterior portions of each Structure that is a part of the Shared

Improvements as often as is necessary to comply with the maintenance requirements set forth herein.

6.3 Maintenance of Elements. The Owner of each Element shall, at such Owner's cost and expense, maintain all interior and exterior portions of such Element, other than the Shared Facilities and other portions of The Properties designated to be maintained by Shared Facilities Manager or another Owner under this Declaration, in a neat, orderly and attractive manner consistent with the Project Standard and the other requirements of this Declaration. With respect to the maintenance of unique or other particular features of an Element, the following provisions shall apply:

(a) As to any terrace, balcony, roofs or patio that is included in an Element (and not part of the Shared Facilities) and/or part of the Limited Shared Facilities used by any Element Owner or Unit Owner (as applicable), including without limitation, any terraces or patios adjacent to the Residential Element, Hotel Element and/or any Units, the applicable Owner or Unit Owner shall have exclusive use of same (subject to the rights of Shared Facilities Manager as elsewhere provided herein), and shall be responsible for the cleaning, maintenance, repair (other than any necessary structural or project-wide repairs or replacements, which shall be the responsibility of Shared Facilities Manager as hereinabove provided in this Article) and upkeep of same.

(b) The Owner of an Element that includes or has appurtenant recreational facilities or amenities areas or exclusive use rights with respect to such amenities, terraces, balconies or Limited Shared Facilities or other similar improvements, shall be liable for any Losses which may result from the existence of same, be it Losses to property and/or injury or death to persons, and shall indemnify and hold Shared Facilities Manager and Declarant and its and their respective directors, officers, employees, contractors, agents or affiliates harmless from and against any and all Losses whatsoever connected with any such facilities, areas or improvements as contemplated herein.

(c) As to any operable windows and glass doors bounding an Element or Unit (as applicable), together with all hardware, framing and/or sealing of same, the applicable Owner or Unit Owner shall be liable for the routine repair and upkeep (as opposed to the project-wide maintenance, repair and replacement of such improvements required of Shared Facilities Manager as hereinabove provided in this Article) as necessary to maintain same in good working order and in accordance with the Project Standard and other requirements of this Declaration.

6.4 Landscaping. Shared Facilities Manager shall maintain and irrigate, and replace when necessary, the trees, shrubbery, grass and other landscaping included in the Shared Facilities, including without limitation landscaping around and/or serving any exterior portion of The Properties and exterior landscaping on any Element that IS part of the project-wide landscaping scheme or visible by more than one Element, in a neat, orderly and attractive manner and consistent with the general appearance of The Properties as a whole and the Project Standard. Each Owner of an Element shall be responsible for maintenance, irrigation and/or replacement of landscaping within its Element that is not part of the Shared Facilities or project-wide landscaping scheme or visible by more than one Element, at such Owner's cost and expense. Shared Facilities Manager shall have the right to delegate responsibility for landscaping located within any Element to the Owner of such Element, at its expense, as provided in Section 6.8(a) below. Landscaping shall be maintained by any party responsible therefor hereunder consistent with the general appearance of The Properties as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained), in addition to consistency

with the Project Standard at a minimum and in conformance with the Development Approvals.

6.5 Exterior Project Lighting. Shared Facilities Manager shall be responsible for the operation, maintenance, repair and replacement of all exterior project lighting and all street or exterior lighting fixtures, installations and equipment serving or being part of the Shared Facilities (solely or primarily) and/or which are part of an exterior lighting scheme applicable to more than one Element within The Project, even if same are located within an Element other than the Shared Facilities Element or the common areas/elements owned or administered by the Owner thereof or Element Specific Manager therefor (and said fixtures, installations and equipment shall be deemed Shared Facilities for the aforesaid purposes). In the event of doubt as to whether any particular street or exterior lighting serves or is part of the Shared Facilities solely or primarily, or is part of an exterior lighting scheme applicable to more than one Element within The Project, the decision of Shared Facilities Manager in such regard shall be final and conclusive. No Element Owner (or Unit Owner), shall make any change or modification to any exterior project lighting fixtures, installations and equipment serving or being part of the Shared Facilities (solely or primarily) and/or which are part of an exterior lighting scheme applicable to more than one Element within The Project, or any change and/or modification which may affect the exterior project lighting scheme. Notwithstanding the foregoing, in the event that any Owner and/or Element Specific Manager requests Shared Facilities Manager to maintain, repair or replace any street or exterior lighting fixtures, installations or equipment which would not otherwise fall under Shared Facilities Manager's responsibilities hereunder, then Shared Facilities Manager may (in its sole discretion) do so as long as all costs and expenses thereof are paid by the requesting Owner and/or Element Specific Manager. Charges for electricity used by street or exterior lights billed to (a) an Element (other than the Shared Facilities Element) shall be paid by the Owner thereof or Element Specific Manager therefor (as applicable), and (b) the Shared Facilities Element or Shared Facilities Manager shall be part of the Assessments levied on Owners by Shared Facilities Manager. Each Owner of an Element agrees to comply with the lighting criteria and requirements adopted by Shared Facilities Manager with respect to interior lighting within any Element that is visible from the exterior of The Properties, which criteria and requirements are designed or intended to preserve a consistent and uniform appearance relative to lighting at The Project, provided that no Owner of an Element shall be required to replace lighting previously installed in its Element in compliance with the terms of this Declaration and/or any approvals by the Declarant and/or Shared Facilities Manager hereunder in order to comply with the foregoing covenant.

6.6 Water, Sewer and Drainage Facilities. The maintenance obligations of Shared Facilities Manager shall include, without limitation, (a) the duty and obligation to operate and maintain any portion of the private water and sanitary sewer facilities (regardless of where located within The Properties) serving the Shared Facilities Element and/or more than one Element in accordance with the Project Encumbrances, the requirements of the Water and Sewer Department for the County and any other applicable Governmental Authority, and (b) the duty and obligation to (i) operate and maintain any portion of the surface water management system (regardless of where located with The Properties) serving the Shared Facilities Element and/or more than one Element in accordance with any permit(s) issued by the Department of Environmental Resources Management (DERM) and/or any other applicable water management district and the Project Encumbrances (as applicable), (ii) carry out, maintain, and monitor any required wetland mitigation tasks and (iii) maintain copies of all permitting actions and other documentation with regard to same.

6.7 Maintenance of Element Exclusive Facilities. Notwithstanding the location of Element Exclusive Facilities within the Burdened Elements, the systems, equipment and other facilities located within or comprising the Element Exclusive Facilities (such as the elevator cabs, cables, machinery and equipment, the HVAC systems, the wires, cables,

generators and other apparatus used in the delivery of the utility services, etc.), to the extent installed by the Owner of the Benefitted Element served exclusively thereby, shall be and remain the property of such Benefitted Element Owner. The Element Exclusive Facilities shall be solely maintained, repaired and replaced by the Owner of the Benefitted Element served exclusively by such facilities, at its cost and expense (and neither any other Owner (including the Owner of the Burdened Element) nor Shared Facilities Manager shall have any obligation for the maintenance, repair or replacement of same or the cost thereof). In order to accommodate the foregoing, Declarant has reserved and granted the easements set forth in Section 4.7 in favor of all future Owners of the Benefitted Elements (and their respective designees).

6.8 Common Electric Vehicle Charging Stations. To the extent that The Properties now or hereafter contains Electric Vehicle Charging Stations within the Shared Facilities for the benefit of undesignated Owners (e.g., not an EVCS within, or solely for, an exclusively assigned parking space) ("Common EVCS"), then the following provisions shall be applicable:

(a) The Shared Facilities Manager may adopt, from time to time, rules and regulations regarding the use of the Common EVCS, including, without limitation, rules and regulations regarding the reservation of access to the EVCS, the frequency of use, minimum and/or maximum usage rights, the costs for usage, permitted hours of use and the maintenance responsibilities attributable to usage.

(b) As a condition of use of the Common EVCS, any such user must maintain a liability coverage policy in the amount of one million dollars ($1,000,000), and shall name the Shared Facilities Element Owner, Shared Facilities Manager and any Element Specific Manager as named additional insureds under the policy with a right of not less than ten (10) days' prior written notice of cancellation.

(c) Each Owner using the Common EVCS shall be deemed to have agreed, for such Owner, and such Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Declarant, Declarant's Affiliates, Shared Facilities Element Owner and Shared Facilities Manager harmless from and to indemnify them against any liability or damage to The Properties, and/or from damages to any persons or personal property resulting from, connected with, or relating to, directly or indirectly, the Owner's use of the Common EVCS, or the use of the Common EVCS by such Owner's tenant, guest, invitee or other person utilizing same by, through or under the Owner.

(d) All costs of operation, maintenance, repair and replacement of the Common EVCS, other than utility consumption charges, shall be deemed to be Shared Facilities Costs.

(e) The Shared Facilities Manager shall have sole discretion whether to implement a pay per use method with regard to utility consumption costs incurred in connection with use of the Common EVCS. In the absence of such a pay per use policy, the utility consumption charges shall be Shared Facilities Costs. To the extent that utility consumption charges can be monitored on a per use basis, said charges shall be assessed to the Owner utilizing same (whether such use is by the Owner, or his or her guest, tenant or invitee) for the costs of such utility consumption measured and paid for in direct relation to the consumption identified. Such charges may be enforced and shall be collectible by the Shared Facilities Manager in the same manner as other Shared Facilities Costs.

6.9 Maintenance Generally. Notwithstanding anything contained herein to the contrary, the following general provisions shall govern with respect to maintenance obligations under this Declaration:

(a) All maintenance obligations must be undertaken by the party responsible therefor (including Shared Facilities Manager and any Owner) in such a manner and as frequently as necessary to assure (at a minimum) that the portions being maintained are consistent with the general appearance of The Properties as initially constructed and otherwise improved (and with respect to Structures and other exterior improvements, taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness), and otherwise in accordance with the Project Standard and in compliance with all Legal Requirements and the terms and conditions of the Project Encumbrances (where applicable).

(b) With respect to the maintenance obligations of the Element Owners set forth in this Declaration, and to assure that the maintenance is performed to the Project Standard (or such higher standard as may be required hereunder), each Element Owner agrees (i) unless waived by Shared Facilities Manager, to contract with Shared Facilities Manager and/or a vendor first approved by Shared Facilities Manager to perform such maintenance (i.e., no vendor shall be used by any Owner to perform maintenance work hereunder unless such vendor is pre-approved by Shared Facilities Manager), and (ii) to perform all maintenance and repairs to its Element (or any portion thereof) in accordance with the Construction Practices. Shared Facilities Manager may waive its right to approve vendors hereunder at any time if, in Shared Facilities Manager's sole discretion, it desires to do so. In addition, Shared Facilities Manager's failure to enforce the requirements set forth in this subsection shall not be deemed a waiver of such right or restrict Shared Facilities Manager's right to enforce same in the future, nor shall Shared Facilities Manager be liable to any Owner or its Permitted Users or any third parties on account of such failure to enforce such requirements.

(c) Shared Facilities Manager shall have the right to delegate, on an exclusive or non-exclusive basis, maintenance responsibilities for certain portions of Shared Facilities (such as, by way of example and not limitation, landscaping, signage, building exteriors and the like) located within, appurtenant to or designated for the use of any Element to the Owner of such Element on a temporary or permanent basis as may be determined by Shared Facilities Manager. Upon any such delegation, to the extent such maintenance responsibilities are shifted from Shared Facilities Manager hereunder to another Element Owner, Shared Facilities Costs shall be reasonably adjusted and the Owner of the applicable Element shall perform the maintenance responsibility so delegated at its sole cost and expense in accordance with the requirements of this Declaration and the Project Standard. Nothing contained herein shall limit or restrict the right and ability of any Element Owner who has been delegated maintenance responsibilities hereunder for any Shared Facilities to agree to perform (or cause the performance of) of such maintenance obligations jointly or on a cooperative basis. Any delegation made pursuant hereto may be modified or revoked by the Shared Facilities Manager at any time.

6.10 Right of Entry. In addition to such other remedies as may be available under this Declaration, in the event that an Owner fails to maintain a Structure, Element (including any recreational facilities), Limited Shared Facilities or Element Exclusive Facilities as required hereby, Shared Facilities Manager shall have the right to enter upon the Element in question or the Burdened Element (in the case of the failure to maintain Element Exclusive Facilities) and perform such duties; provided, however, that other than in the event of an emergency (in which case no notice is required, though notice shall be provided within a reasonable time following an emergency), such entry shall be during reasonable hours and only after five (5) business days' prior written notice (or such longer time as may reasonably be required to effect such repair to the extent that said curative activity cannot reasonably be completed within such five (5) business day period). The Owner having failed to perform its maintenance duties shall be liable to

Shared Facilities Manager for the costs of performing such remedial work and shall pay a surcharge of not more than twenty-five percent (25%) of the cost of the applicable remedial work, all such sums being payable upon demand and to be secured by the lien provided for in Article 15 hereof. Without limiting the generality of the foregoing, Shared Facilities Manager shall have all of the same rights to bring an action at law against the Owner having failed to perform its maintenance duties, to record a claim of lien against such Owner's Element, to foreclose such lien, and/or to exercise any and all other remedies under this Declaration or applicable law, as are available to Shared Facilities Manager with respect to an Owner's failure to pay any Assessments under Article 15 hereof. No bids need be obtained for any of the work performed pursuant to this Section and the person(s) or company performing such work may be selected by Shared Facilities Manager in its sole discretion. There is hereby created an easement in favor of Shared Facilities Manager, and its applicable designees over each Element for the purpose of entering onto the Element in the performance of the work herein described, provided that the notice requirements of this Section are complied with.

7. CERTAIN USE RESTRICTIONS

7.1 Applicability. The provisions of this Article 7 shall be applicable to all of The Properties but shall not be applicable to Declarant, the Shared Facilities Element Owner, Shared Facilities Manager or any of its or their designees or to Elements or other property owned by Declarant, the Shared Facilities Element Owner or its or their designees.

7.2 Uses of Elements and Structures. All Elements and Structures shall be used for the general purposes for which they are designed and intended and at all times used, operated and maintained in accordance with applicable zoning and other Legal Requirements, and any conditions and restrictions applicable to same (including, without limitation, any contained in the Development Approvals, Project Encumbrances or a deed or lease of the Element/Structure from Declarant, as same may be amended from time to time). **Notwithstanding anything herein contained to the contrary, the name of the Element is assigned only for convenience of reference, and is not intended, nor shall it be deemed to limit or otherwise restrict, the permitted uses thereof.**

7.3 Utilities. Use of the Shared Facilities for utilities, as well as use of the other utility easements affecting The Properties as shown on relevant plats or by separate recorded instruments, shall be in accordance with the applicable provisions of this Declaration and said plats or recorded instruments. Notwithstanding anything herein to the contrary, access to and use of FPL Vault Rooms within The Properties shall be subject to any and all limitations, restrictions or requirements of Florida Power & Light Company (and its successors and assigns) pursuant to any recorded instruments, policies of the utility company or otherwise.

7.4 Nuisances and Noise. Nothing shall be done or maintained on any Element which may be or become an annoyance or nuisance to the occupants of other Elements, and no use or operation will be made, conducted or permitted on any part of The Properties which use or operation is clearly incompatible or inimical to the development or operation of The Project in accordance with the Project Standard.

Any activity on an Element which interferes with television, cable or radio reception on another Element shall also be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance or otherwise a violation hereof, such dispute or question shall be submitted to Shared Facilities Manager, who shall render a decision in writing, which decision shall be dispositive of such dispute or question. Notwithstanding anything herein contained to the contrary, each Owner, by acceptance of a deed or other conveyance of any portion of The Properties, shall be deemed to understand and agree that The Project (and the Elements within it) is an active environment and is intended to include (without creating

any obligation) a hotel, retail, restaurants, parking and other operations that will likely attract a broad and diverse base from among the public. It is hereby confirmed generally that any and all activities typical of such an environment or in any way related to any and all such operations, including any associated noise, traffic congestion and/or other inconveniences, shall not be deemed a nuisance hereunder. There are a number of existing buildings and potential building sites that may developed nearby to, The Project. As such, Owners and their Permitted Users will be affected by construction noise during the construction of The Project and/or other noise that exists in active environments including, but not limited to, vehicle and traffic noise (including loading and unloading of trucks), construction noise from other buildings or building sites, sirens and horns, noise from restaurants and clubs, festivals or other gatherings, loud music, mechanical noise from the Structures within or neighboring The Project and/or, aircraft noise. Additionally, it is intended (without creating any obligation) that The Project may feature a Hotel, with transient guests and scheduled functions, including, without limitation functions open to the general public. It is hereby confirmed that any and all activities in any way related to such operations and activities shall not be deemed a nuisance hereunder. Other operations at The Properties, such as restaurants, cafes, bakeries and/or other food service operations from the Hotel Element and/or other portions of The Properties, may result in the creation of odors which may affect all portions of The Properties. By acquiring any portion of The Properties, each Owner, for such Owner and its Tenants and other Permitted Users, and its and their successors and/or assigns, agrees (i) that none of the foregoing noises or operations during the day or at night shall be deemed a nuisance hereunder, (ii) not to object to any of the foregoing noises or operations or any other operations associated with the Elements, and (iii) to release Declarant, Shared Facilities Manager, Element Specific Managers and Brand Owner Parties and from any and all claims for damages, liabilities and/or losses suffered as a result of the existence of the operations from the various Elements, and the noises, inconveniences and disruption resulting therefrom.

7.5 Parking and Vehicular Restrictions. Parking in or on the Shared Facilities shall be restricted to the parking areas therein designated for such purpose (if any). Except only as may be expressly permitted by Shared Facilities Manager, no person shall park, store or keep on any portion of the Shared Facilities any large commercial type vehicle (for example, dump truck, motor home, trailer, cement mixer truck, oil or gas truck, delivery truck), nor may any person keep any other vehicle on the Shared Facilities which is deemed to be a nuisance by Shared Facilities Manager. No trailer, camper, motor home or recreation vehicle shall be used as a residence, either temporarily or permanently, or parked on the Shared Facilities. Except only as may be expressly permitted by Shared Facilities Manager, no person shall conduct major repairs (except in an emergency) or major restorations of any motor vehicle, boat, trailer, or other vehicle upon any portion of the Shared Facilities. All vehicles will be subject to height, width and length restrictions and other rules and regulations now or hereafter adopted by Shared Facilities Manager. To the extent that there are parking spaces and/or facilities contained within the Hotel Element, same shall be for the sole use of the Hotel Element Owner and no persons may utilize same other than with the express written approval or consent of the Hotel Element Owner.

7.6 Master Life Safety Systems. No Owner shall make any additions, alterations or improvements to the Master Life Safety Systems, and/or to any other portion of The Properties which may impair the Master Life Safety Systems or access to the Master Life Safety Systems, without first receiving the prior written approval of Shared Facilities Manager. In that regard, no lock, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Owner or Unit Owner whatsoever. No barrier including, but not limited to, personalty, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

7.7 Signs. Subject to the terms of Section 3.9, no sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Shared Facilities without the prior written consent of Shared Facilities Manager, except signs, regardless of size, used by Declarant, its successors or assigns, for advertising during the construction, sale and leasing period.

7.8 Animal Restriction. Except for service animals permitted by applicable law or other pets to the extent reasonably allowed by an Element Owner on its respective Element and customarily permitted at developments comparable to The Project, including, without limitation, pets allowed in the Hotel Element by the Hotel Element Owner, no pets, livestock, reptiles or poultry of any kind shall be raised, bred, or kept on or in any portion of The Properties. Domesticated dogs and/or cats may be maintained on The Properties provided such pets: (a) are permitted to be so kept by applicable Legal Requirements, (b) are not left unattended on balconies, terraces or in lanai areas, (c) generally, are not a nuisance to residents of other Elements or of neighboring buildings, (d) are not a breed considered to be dangerous by Shared Facilities Manager, in its sole discretion, and (e) the individual responsible for such pets comply with all applicable rules and regulations promulgated by Shared Facilities Manager; provided, however, that (i) neither Shared Facilities Manager, Element Specific Manager or its management company shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing or the existence of pets on The Properties in general, (ii) any Owner or occupant who keeps or maintains a pet within The Properties shall fully indemnify and hold harmless Shared Facilities Manager, Declarant, Element Specific Managers and Brand Owner Parties, and all other Owners, from and against any and all Losses whatsoever arising by reason of keeping or maintaining such pet within The Properties, and (iii) pets (including domesticated dogs and/or cats) may not be maintained on any Element if precluded by the Owner of such Element or any Element Specific Declarations (or any rules and regulations promulgated thereunder). Any landscaping damage or other damage to the Shared Facilities or any other portion of The Properties caused by a pet must be promptly repaired by the pet's owner. Shared Facilities Manager retains the right to effect said repairs and charge the owner therefor. Any Element Owner that allows pets shall continue to operate its Element in a manner that is consistent with the Project Standard, all applicable Legal Requirements and the standards of comparable operations that are "pet friendly". Any Element Owner may establish additional rules, regulations and restrictions with respect to animals within its Element, subject to applicable Legal Requirements.

7.9 Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted on the Shared Facilities, except in those areas expressly designed for same or as otherwise approved by Shared Facilities Manager, and no odor shall be permitted to arise therefrom so as to render the Shared Facilities or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Rubbish, trash, garbage or other waste materials within the Elements shall be maintained in secure areas not visible to the public. Trash receptacles located in the public areas of any Element intended for public use shall be kept and maintained in a neat, clean and sanitary condition, and shall be emptied as often as necessary to prevent same from becoming unsightly and/or emitting unpleasant odors. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, except within an enclosed structure appropriately screened from view erected for that purpose, if any, and otherwise in accordance with the approval of Shared Facilities Manager. All Owners and Tenants shall segregate and save for collection all recyclable refuse if required by (and in accordance with) Legal Requirements.

7.10 Temporary Structures. Except as may be used or permitted by Declarant or Shared Facilities Manager during periods of construction or renovation, no structure of a temporary nature (including, without limitation, trailers, tents, shacks or mobile homes or offices) shall be located or used within The Properties, provided that the foregoing

shall not restrict temporary structures (such as tents) that are ancillary to entertainment and other permitted uses within The Properties so long as such temporary structures meet the Project Standard and are installed and maintained in accordance with rules, regulations and requirements adopted by the Shared Facilities Manager from time to time.

7.11 Post Tension Restrictions. Notwithstanding anything herein contained to the contrary, inasmuch as the improvements constructed within The Properties have utilized post tension cables and/or rods, absolutely no penetration shall be made to any floor, roof or ceiling slabs without the prior written consent of Shared Facilities Manager and review of the as-built plans and specifications for such improvements to confirm the approximate location of the post tension cables and/or rods. The plans and specifications for such improvements shall be maintained by Shared Facilities Manager. Each Owner, by accepting a deed or otherwise acquiring title to an Element or Unit shall be deemed to: (i) have assumed the risks associated with post tension construction, and (ii) agree that the penetration of any post tension cables and/or rods may threaten the structural integrity of the improvements. Each Owner hereby releases Shared Facilities Manager, Shared Facilities Owner and Declarant, its and their partners, contractors, architects, engineers, and its and their officers, directors, shareholders, employees and agents, from and against any and all liability that may result from penetration of any of the post tension cables and/or rods.

7.12 Turtle Mitigation. The use of the Properties shall at all times comply with all conditions, restrictions and/or limitations imposed by any governmental agency regarding the preservation of turtles on or near the Properties.

7.13 Hurricane Evacuation Procedures. Upon notice of approaching hurricanes, all furniture, plants and other movable objects must be removed from any sidewalks, balconies, terraces and/or other outdoor areas. IN THE EVENT THAT AN EVACUATION ORDER IS ISSUED BY ANY APPLICABLE GOVERNMENTAL AGENCY, UNLESS AN EXEMPTION EXISTS, ALL OWNERS MUST PROMPTLY COMPLY WITH SAID ORDER. Shared Facilities Manager shall have the right from time to time to establish hurricane preparedness and evacuation policies, and each Owner shall fully comply with same (and shall cause its Tenants and other Permitted Users to do so as well).

7.14 Brand. Each Owner understands and agrees that (without creating any obligation) The Properties (or portions thereof) may be governed by a Brand Agreement (which may be entered into in the sole discretion of the Shared Facilities Element Owner and/or Shared Facilities Manager). If, in fact, a Brand Agreement is entered into, The Properties may be known under the Branded Name for so long as the Brand Agreement is in effect. Among other things, the Brand Agreement may provide that any use of the Branded Name shall be limited to (a) signage on or about portions of The Properties, which may also include the use of the name, trademarks, trade names, symbols, logos, insignias, indicia of origin, copyrights, slogans and designs of the Brand Owner, as the same may be modified from time to time (the "Marks"), in form and style approved by Brand Owner, in its sole but good faith discretion, and (b) the textual use of the Branded Name by only those parties authorized by the Brand Agreement for such purposes as are expressly authorized by the Brand Agreement. Any other use of the Branded Name or the Marks in relation to The Properties, the Elements or the Units is strictly prohibited. Neither the Unit Owners nor Element Owners shall have any right, title or interest in or to the Branded Name or the Marks, except as may be expressly set forth in the Brand Agreement. Each Owner further understands and agrees that no Owner shall have the right, license or ability (or otherwise through the purchase or ownership of an Element and/or a Unit acquire any entitlement) to use for any purpose (including without limitation in connection with the sale, rental or marketing of his, her or its Element and/or Unit) the Branded Name or any trade name, trademark, service mark, logo, symbol insignia, domain name, copyrights, or other indicia of origin owned by or otherwise associated with any of the Brand Owner Parties, except as otherwise

specifically permitted by any Brand Agreement. Each Owner, by its acceptance of a deed to an Element and/or Unit, acknowledges and agrees that the Branded Name by which The Properties or any portion of The Properties may be referred to may be changed from time to time in accordance with the terms of any Brand Agreement, and there shall be no reliance that a license to use any Brand in connection with the operation of The Properties or any portion of The Properties shall be obtained, or if obtained, shall be maintained for any period of time, it being understood and agreed that there is no assurance that a license to use any Brand or Branded Name in connection with The Properties or any portion of The Properties, will be obtained, or if obtained, that such license shall be to any particular Brand, or if a license with a particular Brand Owner is obtained, that the license will not be terminated or the Brand otherwise changed. Each Owner (including its and their successors and assigns) agrees to indemnify and hold the Brand Owner Parties, Declarant, Declarant's Affiliates, Shared Facilities Manager and Shared Facilities Element Owner harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising from or relating to (a) the existence or non-existence of any license to use a Brand, and/or any change in the status of any Brand Agreement, or (b) Owner's violation of this Section 7.14, including without limitation any misuse of a Brand. Upon termination or expiration of a Brand Agreement, all affiliation of The Properties with the Branded Name and the Brand Owner shall terminate, and all uses of the Branded Name and the Marks, including all signs or other materials bearing the Branded Name or the Marks, shall be removed from the Properties, unless a separate Brand Agreement is entered into with the Brand Owner.

7.15 Additional Restrictions. Declarant may from time to time impose additional restrictions on The Properties or any portion thereof by Supplemental Declaration executed by Declarant and Shared Facilities Manager without the consent or joinder of any person or entity (other than Declarant's Mortgagee and the Owner(s) of the encumbered property if other than Declarant), whereupon such additional restrictions shall encumber and be binding upon the portions of The Properties stated therein.

7.16 Variances. Shared Facilities Manager shall have the right and power to grant variances from the provisions of this Article 7 and from Shared Facilities Manager's rules and regulations for good cause shown, as determined in the reasonable discretion of Shared Facilities Manager. Grounds for granting a variance may include, without limitation, changes in circumstances, Legal Requirements, other construction or uses on The Properties or nearby land, or bona fide good faith error in submission or review of documents or materials. In considering requests for variances, Shared Facilities Manager may take into account the pattern of development, consistency in treatment of requests for variances, and the relationship between the cost to the Owner of the variance not being granted and the importance of the covenant from which a variance is being sought. Shared Facilities Manager may require the submission of such documents and items (including, without limitation, written request for and a detailed description of the variance requested), as it reasonably considers appropriate, in connection with its consideration of a request for a variance. If Shared Facilities Manager approves such request for a variance, Shared Facilities Manager shall evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the portion of The Properties relative to which such variance has been requested, describing the applicable covenant(s) and the particular variance requested, expressing the decision of Shared Facilities Manager to permit the variance, describing (when applicable) the conditions (which may be affirmative and/or negative in nature) on which the variance has been approved signed by Shared Facilities Manager. Any request for a variance will be considered disapproved for the purposes hereof in the event of either (a) written notice of disapproval from Shared Facilities Manager; or (b) failure by Shared Facilities Manager to respond to the request for variance within thirty (30) days following its submission. Any variance granted or denied by Shared Facilities

Manager shall not preclude Shared Facilities Manager from granting or denying a variance in any other circumstance, and no variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article 7 in any instance in which such variance is not granted, nor shall same alter, waive or impair the operation or effect of any restrictions, requirements or provisions contained in any Project Encumbrances then in effect (which shall remain in full force and effect unless and until a waiver or variance is granted in accordance with the provisions thereof). Shared Facilities Manager shall not be liable to any Owner, Permitted User or any other party with regard to any variance granted hereunder, nor shall Shared Facilities Manager be responsible for the failure of any Owner, Permitted User or any other party to comply with the provisions of this Article 7.

7.17 Declarant Exemption. In order that the development of The Properties may be undertaken and The Properties established as a fully occupied community, no Owner, nor any Element Specific Manager shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development of The Properties and the Future Development Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development and/or enlargement (and in that regard, all models or sketches showing plans for development of The Properties, as same may be expanded, may be modified by Declarant at any time and from time to time, without notice); or

(b) Prevent Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said development and establishing The Properties as a community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from conducting on any property owned or controlled by Declarant, or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements in The Properties and the Future Development Property and of disposing of Elements and/or Structures therein by sale, lease or otherwise; or

(d) Prevent Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be initially constructed as part of The Properties and/or on the Future Development Property; or

(e) Prevent Declarant, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the operation of any Elements owned by Declarant (its successors or assigns) or the sale, lease or other marketing of Elements and/or Structures, or otherwise from taking such other actions deemed appropriate; or

(f) Prevent Declarant, or its successors or assigns from filing Supplemental Declarations which modify or amend this Declaration, or which add or withdraw additional property as otherwise provided in this Declaration; or

(g) Prevent Declarant from subdividing any Element owned by it into more than one Element, or submitting any Element(s) owned by it (or any Element(s) created by such subdivision) and/or any improvements within any such Element(s) to the condominium or cooperative or other collective form of ownership; or

(h) Prevent Declarant from modifying, changing, re-configuring, removing or otherwise altering any improvements located within The Properties.

In general, Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any matter with Declarant's plans for construction, development, use, sale or other disposition of The Properties any Future Development Property or any part thereof.

8. SHARED FACILITIES MANAGER AND ELEMENT SPECIFIC MANAGERS

8.1 Preamble. In order to ensure the orderly development, operation and maintenance of The Properties as a unified project, including the Elements subject to the administration of Element Specific Managers as integrated parts of The Properties, this Article has been promulgated for the purposes of (a) giving Shared Facilities Manager certain powers to effectuate such goal, (b) providing for intended (but not guaranteed) economies of scale, (c) establishing the framework of the mechanism through which the foregoing may be accomplished, and (d) requiring special types of covenants to accurately reflect the maintenance and use of Elements where certain types of improvements are constructed within The Properties. Nothing contained herein shall necessarily suggest that Declarant will or will not, in fact, construct particular types of improvements nor shall anything herein contained be deemed an obligation to do so.

8.2 Cumulative Effect; Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Element Specific Declarations for Submitted Elements and Shared Facilities Manager may, but shall not be required to, enforce the latter; provided, however, that in the event of conflict between or among this Declaration and such Element Specific Declarations, or any articles of incorporation, bylaws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Element Specific Declarations shall be subject and subordinate to this Declaration. The priority of this Declaration shall apply to, but not be limited to, the payment of and liens for assessments created in favor of Shared Facilities Manager and the Element Specific Managers as provided for herein. As to any Element Specific Manager which is a condominium association, no duties of same hereunder shall be performed or assumed by Shared Facilities Manager if same are required by Legal Requirements to be performed by the Element Specific Manager.

8.3 Compliance with Declaration. Each Element Specific Manager shall:

(a) include in its annual budget an aggregate annual amount sufficient to pay its allocated share of Shared Facilities Costs as common expenses, and levy regular and special assessments against the Units in the Submitted Element sufficient to pay as and when due such aggregate annual amount of common expenses owed by it under this Declaration;

(b) levy special assessments against the Units in the Submitted Element sufficient to cover any other monetary obligation of the Element Specific Manager under this Declaration, including without limitation payment obligations under any indemnities, the obligation to pay Taxes, the cost of any required maintenance and repairs, the amount of any shortfall in insurance proceeds from a casualty or the award from a condemnation, reimbursement obligations after a default by the Element Specific Manager or Submitted Element and the like;

(c) comply with each and every obligation under this Declaration applicable to the Owner of its Element; and

(d) cause each Unit Owner to comply with the terms and conditions of this Declaration and the applicable Element Specific Declaration (to the extent not in conflict with the terms hereof), and take any and all action available to such Element Specific Manager under such Element Specific Declaration, at law and in equity (including without limitation an action for specific performance and seeking injunctive relief) to ensure that each such Unit Owner complies with the terms and conditions of this Declaration and such Element Specific Declaration (to the extent not in conflict with the terms hereof).

8.4 Collection of Assessments; Payment Priority. The Element Specific Managers shall, initially, collect all assessments and other sums due Shared Facilities Manager and the applicable Element Specific Manager from the Unit Owners and/or other members of the Submitted Element. The Element Specific Manager will remit the assessments and other sums so collected to the respective payees pursuant to such procedures as may be adopted by Shared Facilities Manager. The sums so collected shall be applied first to the Assessments of Shared Facilities Manager and then to the assessments of the collecting Element Specific Manager. For the avoidance of doubt, any sums collected by an Element Specific Manager shall be applied in the foregoing order of priority irrespective of any other obligations or liabilities whatsoever of the Element Specific Manager.

Subject to the priority of disbursements of collected lump sums as provided above, all regular and special assessments, interest, late charges, recovered costs of collection and other extraordinary impositions shall be remitted to the respective entity imposing same separate and apart from the priorities established above. All fidelity bonds and insurance maintained by an Element Specific Manager shall reflect any duties performed by it pursuant hereto and the amounts to be received and disbursed by it and shall name Shared Facilities Manager as an obligee/insured party for so long as its Assessments are being collected and remitted by the Element Specific Manager. Shared Facilities Manager may, from time to time by sixty (60) days' prior written notice to the affected Element Specific Manager(s), change the procedures set forth in this Section 8.4 in whole or in part. In the event of any change in Assessment collection procedures elected to be made by Shared Facilities Manager, the relative priorities of assessment remittances and liens (i.e., Shared Facilities Manager first and the applicable Element Specific Manager last) shall nevertheless still remain in effect, as shall Shared Facilities Manager's ability to modify or revoke its elections from time to time.

8.5 Additional Expense Allocations. In addition to the other expenses payable by Element Specific Managers hereunder, Shared Facilities Manager may, by written notice given to the affected Element Specific Manager at least sixty (60) days prior to the end of the Element Specific Manager's fiscal year, allocate and assess to the Element Specific Manager a share of the expenses incurred by the Shared Facilities Element Owner or Shared Facilities Manager (as applicable) which are reasonably allocable to the Element Specific Manager and/or the portion of The Properties within its jurisdiction (e.g., for utilities which are billed to the Shared Facilities Element Owner or Shared Facilities Manager, but serve in certain instances, only a Submitted Element). In such event, the expenses so allocated shall thereafter be deemed common expenses of the Submitted Element payable by the Element Specific Manager (with Assessments collected from the Unit Owners and/or other members of the Submitted Element under the Element Specific Declaration) to Shared Facilities Manager.

8.6 Non-Performance of Element Specific Manager Duties. The following provisions shall apply in the event of non-performance by an Element Specific Manager of its duties hereunder:

(a) In the event of a failure of an Element Specific Manager to comply with any of its obligations hereunder, Shared Facilities Manager shall have the same rights against the Element Specific Manager, any Unit Owners and/or other members of the Submitted Element, and its and their Permitted Users, as are available to Shared Facilities Manager with respect to other Owners and their Permitted Users under this Declaration, including without limitation Article 9.

(b) In the event of a failure of an Element Specific Manager to budget or assess the Unit Owners or other members of the Submitted Element for expenses as provided under Sections 8.3 or 8.5, or to remit to Shared Facilities Manager all amounts collected by it for payment of such Element Specific Manager's Assessments, then, in addition to (and without waiving) any other right or remedy available to Shared Facilities Manager under this Declaration, at law or in equity, Shared Facilities Manager shall be entitled to pursue and specially assess the Unit Owners or other members of the Element Specific Manager and their Units directly for the sums due (such special assessments, as all others, to be secured by the lien provided for in this Declaration).

(c) In addition to the foregoing, and subject to the limitations set forth in Section 8.2 of this Declaration, in the event that any Element Specific Manager fails to perform any duties delegated to, or required of, it under this Declaration, or to otherwise be performed by it pursuant to its own Element Specific Declaration, articles of incorporation, by-laws or related documents, which, in the case of the Element Specific Declaration (or related governing documents), constitutes a breach by the Element Specific Manager of its duties under this Declaration, and such failure continues for a period in excess of thirty (30) days after Shared Facilities Manager's giving notice thereof, then Shared Facilities Manager may, but shall not be required to, assume such duties. In such event, the Element Specific Manager shall not perform such duties unless and until such time as Shared Facilities Manager directs it to once again do so. Alternatively, Shared Facilities Manager may apply for the appointment of a receiver in accordance with Legal Requirements to take control of the responsibilities of the Element Specific Manager, and Shared Facilities Manager shall be entitled to the appointment of such a receiver as a matter of right, who shall perform the obligations of the Element Specific Manager under this Declaration and the Element Specific Declaration as necessary to comply with the terms hereof. In such event, the receiver shall have all rights and powers permitted under the laws of the State of Florida and any other applicable Legal Requirements, subject to the approval of the court in any receivership proceeding.

(d) Shared Facilities Manager shall be entitled to inspect the books and records of any Element Specific Manager, including without limitation ownership and financial records, as necessary or desirable to exercise and/or enforce its rights under this Section 8.6.

8.7 General Provisions Regarding Submitted Elements. The following general provisions shall apply to Submitted Elements:

(a) As provided in Section 1.1 of this Declaration, a single Element or Structure shall not lose its character as such for the purposes of this Declaration by virtue of being subdivided into condominium, cooperative or other collective ownership Units by an Element Specific Declaration. As also provided in Section 1.1, the Element Specific Manager for an Element/Structure submitted to such form of ownership shall be deemed to be the Owner of such Submitted Element, even though same may not actually be the owner of the Element/Structure (or any portion thereof). Notwithstanding the fact that the Element Specific Manager of a Submitted Element shall be deemed to be the Owner of such Submitted Element, the easements of use and enjoyment granted hereunder to Owners

shall be deemed to also be granted to the constituent members of the Submitted Element and the owners of the various portions of the applicable Submitted Element (and their Tenants and other Permitted Users as and to the extent permitted under this Declaration and the Element Specific Declaration governing the Submitted Element).

(b) For the purposes of complying with and enforcing the standards of maintenance contained herein, the building(s) comprising the Submitted Element shall be treated as a Structure, with the Element Specific Manager to have the maintenance duties of an Owner with respect to such Structure and any appurtenant facilities as set forth herein.

(c) Each Element Specific Manager shall be jointly and severally liable with the Unit Owners in its Element for any violation of the use restrictions set forth in this Declaration or of rules and regulations of Shared Facilities Manager. Each Element Specific Manager shall also be liable and responsible for its compliance and the compliance by the Unit Owners in its Submitted Element (and its and their Permitted Users) with the covenants, restrictions and requirements of this Declaration. Accordingly, while Shared Facilities Manager shall have the right (exercisable at its sole option) to proceed against each Unit Owner for a violation of this Declaration, it shall also have a direct right to do so against the Element Specific Manager (even if the violation is not caused by the Element Specific Manager or by all of the Unit Owners).

(d) With respect to a Submitted Element that is a condominium, assessments levied hereunder against such Submitted Element shall be but a single lien on the entirety of such Element and shall be payable by the Owner thereof (i.e., the Element Specific Manager therefor), but same shall not be deemed to be a common expense of such condominium. Notwithstanding the provisions of 718.121(3) of the Florida Statutes, inasmuch as this Declaration and the lien created hereby shall be recorded prior to the recording of any relevant Element Specific Declaration, it is intended that 718.121(1) of the Florida Statutes shall not be operative as to such lien and each applicable Unit Owner of a Submitted Element that is a condominium shall be deemed to have ratified and confirmed same by the acceptance of the deed to such Unit.

8.8 Multiple Element Specific Declarations. To the extent that any portion of The Properties is subject to more than one Element Specific Declaration, the rights of Shared Facilities Manager hereunder shall be cumulative and shall apply with respect to all Element Specific Managers under such Element Specific Declarations.

9. COMPLIANCE AND ENFORCEMENT

9.1 Compliance by Owners. Every Owner and its Tenants and Permitted Users shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by Shared Facilities Manager (as to the Project Facilities or with respect to The Project).

9.2 Enforcement. Failure of an Owner and its Tenants and/or other Permitted Users to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, an action for specific performance or seeking injunctive relief, or any combination thereof. Following such breach, Shared Facilities Manager shall have the right to suspend such Owner's (and its Tenants' and/or other Permitted Users') rights of use of Project Facilities; provided, however, that no Owner shall be denied (i) legal pedestrian access to and from the Owner's Element and/or Units, as applicable, or (ii) use of any utility and/or mechanical, electrical, HVAC, plumbing, life safety, monitoring, information and/or other systems located in the Shared Facilities or the Element

Exclusive Facilities and serving said Owner's Element and/or Unit, as applicable, or (iii) the use and benefit of the easements of support granted herein (without otherwise providing equivalent substitutions for same). The offending Owner (whether such offense be caused by the Owner, a Unit Owner or its or their Permitted Users) shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs (and including fees incurred in bankruptcy or probate proceedings, if applicable, and through any applicable appeals).

9.3 Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Shared Facilities Manager, a fine or fines may be imposed upon an Owner for failure of an Owner, a Unit Owner or their respective Tenants and/or other Permitted Users to comply with any covenant, restriction, rule or regulation applicable to the Project Facilities, if such failure continues for a period in excess of five (5) business days after giving notice thereof to such Owner. In such event, the Shared Facilities Manager may impose a fine, relating back to the initial date of the breach, in the amount of $250.00/day from the initial occurrence of the breach for the first breach and $500.00/day from the initial occurrence of the subsequent breach for each subsequent breach; subject, however, to (and in all cases not to exceed) the maximum limits permitted by law from time to time. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties. Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments, and the lien securing same, as set forth herein. All monies received from fines shall be allocated as directed by the Shared Facilities Manager. The foregoing fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Shared Facilities Manager may be otherwise entitled under this Declaration, at law or in equity; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Shared Facilities Manager may otherwise be entitled to recover under applicable Legal Requirements from such Owner.

9.4 Remedies Cumulative. The rights and remedies set forth in this Article are in addition to any and all rights and remedies available at law, in equity and/or permitted under any other provision of this Declaration, all of which are intended to be, and shall be, cumulative.

10. MORTGAGEE PROTECTION

10.1 Mortgagee Protection. The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) Shared Facilities Manager shall be required to make available to all Owners and the holder of any mortgage (a "Mortgage") on any Element, and to insurers and guarantors of any such Mortgage, for inspection, upon written request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments).

(b) Any holder, insurer or guarantor of a Mortgage on an Element shall be entitled, upon written request, to receive notice from Shared Facilities Manager of (i) an alleged material default by the Owner of such Element in the performance of such Owner's obligations under this Declaration, including without limitation the failure to pay Assessments on such mortgaged Element, which default is not cured within sixty (60) days after Shared Facilities Manager has actual knowledge of such default, (ii) any condemnation or casualty loss affecting a substantial portion of the Shared Facilities, (iii) the occurrence of a lapse, cancellation or substantial modification of any insurance policy or fidelity bond maintained by Shared Facilities Manager, and (iv) any proposed action which requires the consent of a specified number of Mortgage holders, if any.

(c) Any holder, insurer or guarantor of a Mortgage on an Element shall have the right (but not the obligation) to pay Assessments and/or other charges that are delinquent and have resulted or may result in a lien against any portion of such Element and receive reimbursement from its mortgagor.

(d) Subject to the terms of the applicable Mortgage and related documents (and to the extent permitted by Legal Requirements), any holder, insurer or guarantor of a Mortgage on an Element that is a Taxed Element shall have the right (but not the obligation) to pay the portion of Taxes and/or other Tax-related costs allocated to such Element and/or the other Taxes that are delinquent and have resulted or may result in a lien against such Element and, in any such case, receive reimbursement from its mortgagor and/or the Owners of the other Taxed Elements (as applicable) to the extent any of such parties fail to pay same as and when required herein.

(e) Subject to the terms of the applicable Mortgage and related documents (and to the extent permitted by Legal Requirements), any holder, insurer or guarantor of a Mortgage on an Element shall have the right (but not the obligation) to procure the insurance required of the Owner of such Element under this Declaration and to perform such Owner's maintenance and other obligations hereunder, and to receive reimbursement of costs incurred in connection therewith from its mortgagor.

(f) Any holder, insurer or guarantor of a Mortgage on an Element shall be entitled, upon written request, to estoppel certificates as contemplated by Section 15.10.

(g) Each Owner of a Burdened Element agrees to cooperate with any reasonable requests for notice from any holder, insurer or guarantor of a Mortgage on a Benefitted Element with respect to the Element Exclusive Facilities located in such Burdened Element and serving such Benefitted Element, provided that such requests (for notice or otherwise) are comparable to the notices and information required to be provided by Shared Facilities Manager under the foregoing provisions.

Nothing contained herein shall limit or restrict the rights and remedies of Shared Facilities Manager under this Declaration in the event of a default by any Owner, Unit Owner or Element Specific Manager.

11. INSURANCE ON SHARED FACILITIES AND ELEMENTS

11.1 Insurance. Insurance obtained pursuant to the requirements of this Article 11 shall be governed by the provisions set forth in this Article.

11.2 Purchase, Custody and Payment.

(a) Purchase. All insurance policies required to be obtained by Shared Facilities Manager hereunder shall be issued by an insurance company authorized to do business in Florida or by surplus lines carriers offering policies for properties in Florida, and shall be rated in the latest edition of *Best's Insurance Guide* (or its successor, and if such guide becomes unavailable, then a comparable rating guide selected by Shared Facilities Manager) not less than A-:VIII (or its reasonable equivalent). Said policies must otherwise satisfy the requirements of the mortgage held by Declarant's Mortgagee on the date hereof as well as the ongoing insurance requirements under the Project Encumbrances that are the responsibility of the Shared Facilities Element Owner or Shared Facilities Manager pursuant to the terms thereof or this Declaration.

(b) Named Insured. The named insured, if such property insurance is purchased by Shared Facilities Manager, or the additional insured, if such property insurance is purchased by any Element Specific Manager shall be Shared Facilities Manager, (i) individually (or such designee as may be designated by Shared Facilities Manager), (ii) as agent for the Owners of the Elements covered by the policies, without naming them, and (iii) as agent for the holders of any mortgage on an Element, without naming them, except as otherwise provided herein. Notwithstanding anything to the contrary contained herein, Declarant's Mortgagee shall be named an additional insured on all liability policies and a loss payee on all property insurance (including windstorm and flood) policies maintained by Shared Facilities Manager. The foregoing shall not, however, preclude the inclusion by Shared Facilities Manager of others as additional insureds.

(c) Custody of Policies and Payment of Proceeds. All property insurance policies obtained by Shared Facilities Manager pursuant to this Article 11 shall provide that payments for losses made by the insurer shall be paid to Shared Facilities Manager or the insurance trustee designated below, and all policies and endorsements on such policies must be deposited with the Shared Facilities Manager or the Insurance Trustee. All insurance proceeds are to be paid to the Shared Facilities Manager or to a named Insurance Trustee (the "Insurance Trustee") if the Shared Facilities Manager so elects. Unless otherwise appointed by the Shared Facilities Manager, the Insurance Trustee shall be the Shared Facilities manager. Any references to an Insurance Trustee in this Declaration apply to the Shared Facilities Manager unless the Shared Facilities Manager elects to appoint another entity or a qualified bank. Any Insurance Trustee (if other than the Shared Facilities Manager itself), will be a commercial bank with trust powers authorized to do business in the State of Florida. If a Mortgagee endorsement has been issued, any share for an Owner will be held in trust for the Mortgagee and the Owner as their interests may appear; provided, however, that no Mortgagee has the right to determine or participate in the determination as to whether or not any damaged property is reconstructed or repaired, and no Mortgagee has any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such insurance proceeds made to the Owner and Mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the Mortgagee has the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged interest if the damaged property is not reconstructed or repaired as permitted under this Declaration.

(d) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the insurer upon request by the policy holder to the holders of any mortgage on an Element or a Unit. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(e) Personal Property and Liability. Except as specifically provided herein, Shared Facilities Manager shall not be responsible to Owners to obtain insurance coverage upon the property lying within the boundaries of their respective Elements, including, but not limited to, any Owner's personal property, nor insurance for any Owners' personal liability and expenses, nor for any other risks not otherwise required to be insured in accordance herewith.

11.3 Coverage. Shared Facilities Manager shall maintain insurance covering the following:

(a) Property. The Shared Facilities, together with all fixtures, building service equipment, personal property and supplies constituting the Shared Facilities (collectively the "Insured Property"), shall be insured for the full replacement value thereof to the extent commercially practicable and available at commercially reasonable rates, subject to industry standard exclusions and excluding foundation and excavation costs; provided, however, that Windstorm, Flood, Earthquake and other insurance for extraordinary hazards shall be subject to customary sublimits that are less than full replacement value as may be determined from time to time by the Shared Facilities Manager. The Insured Property shall not include, and shall specifically exclude, any portions of The Properties which are not part of the Shared Facilities, and all furniture, furnishings, floor coverings, wall coverings, ceiling coverings and other interior build-out of the Elements, other personal property owned, supplied or installed by Owners, Tenants or Permitted Users, and all electrical fixtures, appliances, air conditioner and heating equipment and water heaters to the extent not part of the Shared Facilities. Such policies may contain reasonable deductible provisions as determined by Shared Facilities Manager. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a "special" policy form, terrorism (as available under the Terrorism Insurance Act of 2002, as the same may be amended or replaced) and such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief, subject in all cases to industry standard exclusions.

(b) Liability. Subject in all cases to industry standard exclusions, commercial general liability and automobile liability insurance covering loss or damage resulting from any legal liability related to the Insured Property, with such coverage as shall be required by the Shared Facilities Manager.

(c) Worker's Compensation. Worker's Compensation and other mandatory insurance, when applicable, to the extent applicable to the maintenance, operation, repair or replacement of the Shared Facilities.

(d) Windstorm, Flood, Earthquake, Law and Ordinance and Debris Insurance. Windstorm, flood, earthquake, law and ordinance and debris removal insurance covering the Insured Property, and any other such exposures if so determined by the Shared Facilities Manager, in such amounts (and containing such deductibles) as the Shared Facilities Manager may determine from time to time, subject to industry standard exclusions. Coverage for flood, windstorm and earthquake insurance shall be in an amount not less than the probable maximum loss as determined by a recognized engineering firm or the insurance industry.

(e) Project Encumbrances. Any and all insurance required of the Declarant, Shared Facilities Manager or its or their affiliates pursuant to the Project Encumbrances.

(f) Other Insurance. Such other or greater insurance as is required by the mortgage held by Declarant's Mortgagee as of the date hereof, as well as such other insurance as the Shared Facilities Manager shall determine from time to time to be desirable in connection with the Shared Facilities.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) as to property insurance policies, subrogation against Shared Facilities Manager, any Element Specific Manager and against the Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon

the same risk (and the amount of the insurer's liability under such policies shall not be reduced by the existence of any other insurance), and (iii) avoid liability for a loss that is caused by an act of the Shared Facilities Manager or one or more Owners (or any of its or their respective employees, contractors and/or agents) or as a result of contractual undertakings. Additionally, each policy shall provide that the insurance provided shall not be prejudiced by any act or omissions of individual Owners that are not under the control of the Shared Facilities Manager.

11.4 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled without at least thirty (30) days' prior written notice to all of the express named insureds, including their respective mortgagees, provided that only ten (10) days' prior written notice shall be required for cancellation due to nonpayment of premium. Prior to obtaining any policy of property insurance or any renewal thereof, the Shared Facilities Manager may (and, not less than once every thirty-six (36) months, shall) obtain an appraisal from a competent appraiser, of the full insurable replacement value of the applicable Insured Property (exclusive of foundations and excavation costs), without deduction for depreciation, and recommendations from its insurance consultant as to limits/sublimits for such coverage, for the purpose of determining the amount of insurance to be effected pursuant to this Article. Notwithstanding anything contained herein to the contrary, the insurance coverage required of the Shared Facilities Manager pursuant to this Article 11 may be provided through (i) subject to the agreement of the Shared Facilities Manager, with respect to property insurance only, a master policy that covers the Insured Property and property insurance required of the Owners (or any one of them) under this Declaration, provided that the cost of such master policy shall be allocated by the Shared Facilities Manager, with the assistance of Shared Facilities Manager's insurance consultant, between the coverage required of Shared Facilities Manager hereunder and such other coverage of the other Owners, and/or (ii) at Shared Facilities Manager's option, a blanket policy that covers the property and liability insurance set forth above as well as other insurance coverage benefitting Shared Facilities Manager's affiliates, provided that the cost of such blanket policy shall be allocated by the Shared Facilities Manager, with the assistance of Shared Facilities Manager's insurance consultant, between the coverage required of Shared Facilities Manager hereunder and such other coverage of its affiliates.

11.5 Premiums. Premiums upon insurance policies purchased by the Shared Facilities Manager pursuant to this Article 11 shall be allocated among the Owners in accordance with this Section 11.5 and included among Assessments under this Declaration. Such premiums shall be allocated among and assessed against the Owners (excluding the Shared Facilities Element Owner) by the Shared Facilities Manager, with the assistance of Shared Facilities Manager's insurance consultant, at Shared Facilities Manager's option, based on the relative replacement value that each Owner's Element bears to the total replacement value of all of the Elements (excluding the Shared Facilities Element) or the square footage of the Elements (excluding the Shared Facilities Element) or based on each Element's share of Shared Facilities Costs or a combination thereof, depending on the type of insurance in question. To the extent separate invoices are issued for premiums associated with the Shared Facilities Manager's insurance policies hereunder with respect to any of the Elements, such invoices shall be deemed dispositive and the Owners of such Elements shall be responsible for the portion of the premium reflected in the invoices applicable to it, with the remaining premiums (if any) to be allocated among the remaining Elements not separately invoiced (excluding the Shared Facilities Element), at Shared Facilities Manager's option, consistent with the allocation methods provided above depending on the type of insurance. Any separate invoice for the Shared Facilities Element's share of premiums shall also be allocated among all of the other Elements, at Shared Facilities Manager's option, based on the allocation methods provided above depending on the type of insurance. Premiums may be financed in such manner as the Shared Facilities Manager deems appropriate. Without limiting the

terms of this Declaration, Shared Facilities Costs may include, from time to time and at any time, such amounts deemed necessary by Shared Facilities Manager to provide Shared Facilities Manager with sufficient funds to pay insurance premiums at least thirty (30) days before the date the same are due.

11.6 Share of Proceeds. All property insurance policies obtained by or on behalf of the Shared Facilities Manager pursuant to this Article 11 shall be for the benefit of the Shared Facilities Manager, the Owners and the holders of any mortgage on an Element, as their respective interests may appear. The duty of the Shared Facilities Manager or Insurance Trustee shall be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, and for the benefit of the Owners and the holders of any mortgage on the subject Element(s) (or any leasehold interest therein). Any Insurance Trustee (if other than the Shared Facilities Manager itself or a qualified bank) will be a commercial bank with trust powers authorized to do business in Florida or another entity with fiduciary capabilities acceptable to the Shared Facilities Manager. The Insurance Trustee is not liable for the payment of premiums, nor the renewal or sufficiency of policies, except those policies required to be purchased and maintained by the Shared Facilities Manager pursuant to Section 11.3. The duty of the Insurance Trustee is to receive such proceeds as are paid and to hold the same in trust for the purposes stated in this Article 11, and for the benefit of each Owner, including Declarant, and such Owner's Mortgagee, if any. The Insurance Trustee must receive and hold any Insurance Proceeds in accordance with the Act and the Declaration.

11.7 Distribution of Proceeds. Proceeds of property insurance policies required to be maintained by the Shared Facilities Manager pursuant to this Article 11 shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(a) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the Owners, with remittances to Element Owners and their mortgagees being payable jointly to them. Such proceeds shall be allocated in the same manner as the proceeds are allocated in subsection 11.7(b).

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the Owners in proportion to the amount of loss suffered by the Elements; provided, however, that if the damage suffered affects fewer than all Owners, the percentage shares shall be pro rata allocated over only those Owners suffering damage from the applicable policies and proceeds in proportion to the amount of loss suffered by each affected Element Owner (the "Allocated Interests"), and distributed first to the holders of any mortgage on an insured Element in amounts sufficient to pay off their mortgages, as their interests may appear, and the balance, if any, to the applicable Owner(s).

11.8 Shared Facilities Manager as Agent. The Shared Facilities Manager is hereby irrevocably appointed as the exclusive agent and attorney-in-fact for Shared Facilities Manager and each Owner and for each owner of a mortgage or other lien upon an Element and for each owner of any other interest in The Properties, subject to the terms of any mortgage held by Declarant's Mortgagee, to manage and coordinate the adjustment and settlement of all claims arising under property insurance policies purchased by the Shared Facilities Manager and the execution and delivery of releases upon the payment of claims, in each case in conjunction with Shared Facilities Manager's insurance and other consultants.

11.9 Owners' Personal Coverage. The insurance required to be purchased by the Shared Facilities Manager pursuant to this Article 11 shall not cover claims against an Owner due to occurrences occurring within its Element, nor casualty or theft loss to the contents of or improvements to an Owner's Element. Such coverage obtained by the Shared Facilities Manager shall exclude the following, including but not limited to, all improvements and betterments to the Owner's Element, floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of an Owner's Element and serve only one Element and all air conditioning compressors that service only an individual Element, whether or not located within the Owner's Element boundaries. It shall be the obligation of the individual Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance required to be carried by the Shared Facilities Manager hereunder, provided that each Owner shall, at a minimum, obtain and maintain, or cause to be obtained and maintained, at such Owner's sole expense, the following insurance coverage:

(a) Property. Property insurance for fire and other hazards on an "all-risk" basis for the replacement value of the improvements within the Element owned by it, on industry standard forms affording customary coverage, subject to industry standard exclusions, customary deductibles and customary limits/sublimits, typically maintained by owners and required by mortgagees of similar properties in the Market Area.

(b) Liability. Commercial general liability insurance written on an "occurrence basis" (rather than a "claims basis") under which policy each Owner, Declarant, the Shared Facilities Manager and any Element Specific Manager shall be named as an additional insured, on industry standard forms affording customary coverage, subject to industry standard exclusions, customary deductibles and customary limits/sublimits, typically maintained by owners and required by mortgagees of similar properties in the Market Area, but in no event less than $1,000,000 for each occurrence of injury or property damage and $3,000,000 in the aggregate.

(c) Umbrella Liability. Except as to individual Condominium Unit Owners, Umbrella or excess following form of insurance policy meeting the requirements of, but providing coverage in excess of, the policy in item (b) above with a limit of not less than $10,000,000 per occurrence and in the aggregate.

(d) Worker's Compensation. Except as to individual Condominium Unit Owners, Worker's Compensation and other mandatory insurance, when applicable, covering all persons employed by such Owner in connection with any work done on or about the Element (or any part thereof) in such amounts and to the extent required by Legal Requirements.

(e) Project Encumbrances. Any and all insurance required of such Owner pursuant to the Project Encumbrances that encumber its Element, unless such insurance is being maintained by Shared Facilities Manager.

(f) Other Insurance. Such other or greater insurance as is typically maintained by owners and required by mortgagees of similar properties in the Market Area.

The amounts and types of insurance required herein shall be adjusted from time to time as necessary to comply with the foregoing requirements and/or the requirements of Declarant's Mortgagee. All insurance required of or maintained by an Owner under this Article shall be procured from companies authorized to do business in the State of

Florida and shall be rated in the latest edition of *Best's Insurance Guide* (or its successor, and if such guide becomes unavailable, then a comparable rating guide selected by Shared Facilities Manager) not less than A-:VIII (or such other rating as may be approved by Shared Facilities Manager). The insurance coverage required of each Owner pursuant to this Article may be provided through the coverage of (x) subject to the consent and agreement of the Shared Facilities Manager, a master policy carried by the Shared Facilities Manager as and to the extent contemplated under Section 11.4 hereof, and/or (y) a blanket policy carried by it, provided that the coverage afforded shall not be reduced by reason of the use of such blanket policy and provided that the requirements set forth herein are otherwise satisfied. In addition, two or more Owners may mutually agree to maintain a single policy or policies for their respective Elements and interests (rather than separate and independent policies), provided that the requirements set forth herein are otherwise satisfied. Each Owner shall furnish to Shared Facilities Manager, upon the recordation of this Declaration and thereafter prior to the expiration of each policy, certificates of insurance (and, if requested, copies of policies), evidencing that the insurance required hereunder is in full force and effect. The Element Specific Manager shall be responsible for obtaining and maintaining the foregoing insurance following submission of any Element to an Element Specific Declaration. The amount of insurance required hereunder shall not be construed to be a limitation of liability on the part of any Owner or Unit Owner or their respective Permitted Users.

All such policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to Shared Facilities Manager and the named insureds, including their respective mortgagees, provided that only ten (10) days' prior written notice shall be required for cancellation due to nonpayment of premium. All such policies shall further provide that the coverage afforded the additional insureds is on a primary and non-contributory basis with any other insurance available to the additional insureds, and if the additional insureds have other insurance that is applicable to the loss, such other insurance will be on an excess basis or contingent basis. Each Owner's insurance policies shall waive its insurer's right to: (i) as to property insurance policies, subrogation against Shared Facilities Manager, any Element Specific Manager and against the other Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk (and the amount of the insurer's liability under such policies shall not be reduced by the existence of any other insurance), and (iii) avoid liability for a loss that is caused by an act of such Owner, Shared Facilities Manager or any other Owner (or any of its or their respective employees, contractors and/or agents) or as a result of contractual undertakings. In the event of any question or dispute as to whether any Owner's insurance policy complies with the requirements of this Article, such question or dispute shall be submitted to Shared Facilities Manager, who, with the assistance of its insurance consultant, shall render a decision, which decision shall be dispositive of such question or dispute.

Notwithstanding anything contained to the contrary herein, while Shared Facilities Manager shall use reasonable efforts to maintain copies of the insurance certificates and/or policies received by it, Shared Facilities Manager shall have no obligation to request and/or maintain same, nor shall Shared Facilities Manager have any obligation to take any affirmative action in the event that an Owner (including any Element Specific Manager) fails to maintain adequate insurance or any insurance specifically required hereunder, including without limitation binding policies on behalf of such Owner (or Element Specific Manager, as applicable) or taking any other ordinary or extraordinary measures. Each Owner, by acceptance of a deed or other conveyance of an Element, holds Shared Facilities Manager and Declarant harmless and agrees to indemnify Shared Facilities Manager and Declarant from and against any and all claims made by any other Owner, any Unit Owner and its or their Permitted Users, on account of any property damage, personal injury and/or any other Losses of any kind or nature, including

without limitation any and all costs and expenses associated with such claims, including inconvenience, relocation and/or moving expenses, lost time, business opportunities or profits, and attorneys' fees and other legal and associated expenses (through and including all appellate proceedings), arising out of, related to, caused by, associated with or resulting from the failure of such Owner (including any Element Specific Manager's) to maintain adequate insurance or the insurance coverages required to be maintained by an Owner pursuant to this Section 11.9.

Each Owner hereby waives any and all claims and rights of action it may have against Declarant, Shared Facilities Manager and the other Owners, and their respective directors, officers, employees, contractors, agents or affiliates, with respect to any Losses arising out of any damage to its Element covered by property insurance required under this Section 11.9, whether or not such insurance was actually in effect, and whether or not such damage was caused by the negligence or other act or omission of Declarant, Shared Facilities Manager, the other Owners or their respective directors, officers, employees, contractors, agents or affiliates. The Shared Facilities Manager shall not be responsible for any claims, losses, injuries or damages that result from the acts or omissions of the Owners, their agents, tenants, invitees, or guests that occur on the Project or for claims, losses, injuries, or damages, that occur within an Element or Unit.

Given that the systems, equipment and facilities (including without limitation elevator cabs, cables, machinery and equipment; HVAC systems; wires cables generators and other apparatus used in the delivery of the utility services, etc.) located in Element Exclusive Facilities are the property of the Owner of the Benefitted Element, such Owner, if it so desires, shall purchase and pay for insurance as to all such property, and the Owner of the Burdened Element shall have no obligation to maintain or pay for same.

11.10 Benefit of Mortgagees. Certain provisions in this Article 11 are for the benefit of mortgagees of Elements and may be enforced by such mortgagees.

12. RECONSTRUCTION OR REPAIR OF SHARED FACILITIES

12.1 Application of Provisions. The procedures stated in this Article 12 apply to damage to or destruction of the Insured Property and do not apply to the repair or restoration of improvements within any Element or Element Exclusive Facilities. Each Owner shall be solely responsible for repairing or rebuilding the improvements within its Element and any Element Exclusive Facilities. Each Owner may determine in its discretion whether to rebuild the improvements within its Element or Element Exclusive Facilities, but such Owner shall complete those repairs that the Shared Facilities Manager deems reasonably necessary to avoid further damage to the Insured Property or Element improvements that are a part of or serve any other Element, or substantial diminution in value of such other Elements, and to protect the Owners from liability from the condition of any of the improvements on The Properties. Any reconstruction or repair by any Element Owner following a fire or other casualty of any kind or nature (including without limitation the reconstruction or repair of Element Exclusive Facilities) shall be subject to and performed in accordance with the requirements of Article 5.

12.2 Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Shared Facilities Manager shall determine whether or not to repair and/or restore the Insured Property, and if a determination is made to effect restoration, the Shared Facilities Manager shall disburse the proceeds of all property insurance policies required to be maintained by or payable to it under Article 11 to the contractors engaged in such repair and restoration in appropriate progress payments. Notwithstanding the foregoing, in the event insurance proceeds are "sufficient" to repair or restore any Insured Property damaged or destroyed, the Shared Facilities Manager shall be required to effect such repair or restoration. For purposes of the preceding sentence, such proceeds shall be deemed

"sufficient" if either (i) the insurance proceeds available under any applicable policies are within ***$1,000,000*** of the total amount needed to effect such repairs or restoration, or (ii) if the total amount needed to effect the repairs or restoration is more than ***$1,000,000*** above the insurance proceeds available under any applicable policies, and an Element Owner (or combination of Element Owners) elects to contribute the deficit in the repair funds for the use of the Shared Facilities Manager to effect the repair or restoration.

Subject to the preceding paragraph, in the event the Shared Facilities Manager determines not to effect restoration to the Shared Facilities, the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Owners benefited by the insurance maintained by the Shared Facilities Manager as set forth in subsection 11.7(b); provided, however, that no payment shall be made to an Owner until all mortgages and liens on the Owner's Element have first been paid off, from the Owner's share of such fund, in the order of priority of such mortgages and liens.

12.3 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements and then applicable building, zoning and other codes; or if not, then in accordance with the plans and specifications approved by the Shared Facilities Manager.

12.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Shared Facilities Manager, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Owners benefited by the insurance policy providing the proceeds for reconstruction by the Shared Facilities Manager (which shall be deemed to be Assessments made in accordance with, and secured by the lien rights contained in, Article 15) in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective Allocated Interests.

12.5 Reconstruction or Repair by Element Owners. Notwithstanding anything herein to the contrary, Shared Facilities Manager may delegate responsibility for repair and/or reconstruction of portions of the Insured Property to the Owner thereof (e.g., the Structure of an Element), in which event Shared Facilities Manager shall disburse the proceeds of the property insurance policies covering such Insured Property to each such Element Owner, its contractors engaged in such repair and restoration and/or both jointly, as may be determined by Shared Facilities Manager, to the extent proceeds are available for such purpose. In the event that more than one Element Owner is responsible for repair or restoration of the Insured Property following damage or destruction, all such Owners shall cooperate with each other and with Shared Facilities Manager, and work in good faith, for the common goal of constructing and completing all such repairs and restoration on a timely basis and in accordance with the Project Standard. Any reconstruction or repair by any Element Owner following a fire or other casualty of any kind or nature (including without limitation the reconstruction or repair of the Insured Property owned by it pursuant to this Section, interior improvements to its Element, Element Exclusive Facilities or otherwise) shall be subject to and performed in accordance with the requirements of Article 5.

12.6 Benefit of Mortgagees. Certain provisions in this Article 12 are for the benefit of mortgagees of Elements and may be enforced by any of them.

13. **CONDEMNATION**

13.1 Effect of Taking. The taking of portions of the Shared Facilities by the exercise of the power of eminent domain shall be deemed to be a casualty, and, subject to the terms of this Declaration, the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Owners, the Owners shall deposit the awards with the Shared Facilities Manager; and in the event of failure to do so, in the discretion of Shared Facilities Manager, a charge shall be made against a defaulting Owner in the amount of such Owner's award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

13.2 Determination Whether to Reconstruct. The effect of the taking shall be addressed in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty and the provisions of Article 12 shall apply as though fully set forth herein (including without limitation the provisions thereof relating to disbursements of excess proceeds and Assessments for deficits in proceeds), provided that any decision to reconstruct or repair shall be to restore the affected improvements to the nearest whole architectural structure taking into consideration the nature and extent of the condemnation.

14. **PROPERTY TAXES**

14.1 Separate Assessment. Each Element Owner shall cooperate with Shared Facilities Manager in efforts to have the County Property Appraiser issue separate Tax folio numbers to each of the Elements within The Properties. Since The Properties consist of multiple parcel buildings containing separate ownership parcels that are vertically located, in whole or in part, over and include a portion of the common land, the value of the land underlying the Elements shall be allocated to and included in each Element (excluding the Shared Facilities Element) in the same proportion that the assessed value of the improvements comprising each Element (other than the Shared Facilities Element) bears to the total assessed value of all improvements comprising all of the Elements (excluding the Shared Facilities Element) in The Project, as determined by the County Property Appraiser, unless a different method of valuing the land underlying the Elements in a project consisting of multiple parcel buildings is required by Legal Requirements (in which case, such method shall be followed). To the extent that separate Tax folios are created for each of the Elements, each Owner shall be solely responsible for payment of the Tax bill issued with respect to its Element. If a separate Tax folio number is created for the Shared Facilities Element, Taxes assessed against the Shared Facilities Element shall be handled and paid for as provided in Section 14.5. If the Tax folio number for any Element erroneously includes portions of another Element, the Owners of such Elements shall work cooperatively and in good faith to correct such error with the County Property Appraiser.

14.2 No Separate Assessment. In the event that separate Tax folios are not established for each of the Elements, but rather any Element is included and taxed as part of another Element (such Elements herein referred to as the "Taxed Elements"), then the Tax values of each Taxed Element shall be determined in accordance with the following:

(a) Within ten (10) business days of any Element Owner's receipt of the real estate Tax bill for its Element that includes one or more other Elements, such Owner shall endeavor to give notice to Shared Facilities Manager and the other Owners of the Taxed Elements, together with a copy of the Tax bill. While each Element Owner of a Taxed Element shall endeavor to provide such notice to the Shared Facilities Manager and the other Owners of the Taxed Elements, the failure to do so shall not be a default hereunder since each Element Owner has the ability to obtain a copy of the applicable Tax bill through the County Property

Appraiser's office. Under no circumstances shall Shared Facilities Manager be obligated to determine whether any Elements are Taxed Elements; it being agreed that the obligations of Shared Facilities Manager under this Section 14.2 shall arise if, and only if, an Element Owner provides Shared Facilities Manager with a copy of the Tax bill that includes more than one Element. Following receipt of such Tax bill, Shared Facilities Manager shall engage a Florida licensed and MAI certified real estate appraiser or qualified tax consultant (herein, the "tax consultant") having at least ten (10) years' experience in real estate Tax protest work in the County to appraise the Taxed Elements as hereinafter provided.

(b) The tax consultant shall be engaged by Shared Facilities Manager to value each of the Elements included in the Taxed Elements using the criteria that the County Property Appraiser is eligible to use under the Florida Statutes in determining ad valorem Tax values (and, if more than one method of valuation is available, the tax consultant shall select the method to be applied, in its reasonable discretion), and shall allocate the value of the Taxed Elements, as disclosed in the applicable Tax bill, among the individual Elements included in the Taxed Elements. The tax consultant shall be directed to deliver a report to Shared Facilities Manager indicating the allocation of value among the Elements included in the Taxed Elements and calculating (and setting forth) the percentage that each such valuation bears to the total value of the Taxed Elements, as disclosed in the Tax bill (each such percentage being the "Tax Value Percentage Share"), together with an invoice showing the tax consultant's fees and expenses. The land value associated with the Taxed Elements shall be allocated based on the value of each Taxed Element relative to the value of all Taxed Elements, as determined by the tax consultant. Each Owner shall, within ten (10) business days following Shared Facilities Manager's notice of such determination by the tax consultant, (i) remit to the County Tax Collector its portion of the Tax bill based on the Tax Value Percentage Share multiplied by the total Taxes then due for the Taxed Elements under the Tax bill, (ii) provide to Shared Facilities Manager and the other Taxed Element Owners evidence of such payment, and (iii) pay to Shared Facilities Manager its portion of the tax consultant's fee and expenses based on the Tax Value Percentage Share multiplied by the total tax consultant's fees and expenses. Shared Facilities Manager shall not have any liability for any failure of the Taxed Elements Owners to receive the benefit of discounts associated with the early payment of real estate Taxes or penalties, interest or other charges that may accrue on Taxes for the Taxed Elements due to the foregoing valuation process or otherwise, all of which shall be shared among the Taxed Element Owners based on the same allocation as the Tax Value Percentage Share provided herein; provided, however, that any loss of discounts, penalties, interest or other charges resulting from any Taxed Element Owner's failure to pay or perform its obligations when required hereunder shall be borne solely by such defaulting Taxed Element Owner.

(c) As soon as reasonably possible (but in any event no later than five (5) business days) following any Element Owner's receipt of the TRIM notice from the taxing authority for its Element that includes one or more other Elements, such Owner shall endeavor to give notice to Shared Facilities Manager and the other Owners of the Taxed Elements. While each Element Owner of a Taxed Element shall endeavor to provide such notice to the Shared Facilities Manager and the other Owners of the Taxed Elements, the failure to do so shall not be a default hereunder since each Element Owner has the ability to obtain a copy of the applicable TRIM notice through the County Property Appraiser's office. The Owners of the Taxed Elements shall reasonably cooperate with each other and work in good faith to enable the timely protest of the valuation of the Taxed

Element if any Taxed Element Owner desires to protest same, provided that the costs shall be paid initially by the Owner(s) electing to pursue the protest, but deducted from any refund of Taxes as hereinafter provided. In the event that any Taxed Element Owner(s) file a timely protest of the valuation of the Taxed Element as disclosed in the TRIM notice prior to issuance of the Tax bill, the Taxed Element Owners and Shared Facilities Manager shall still undertake the valuation procedure outlined above without delay, and in the event of any refund of Taxes based on the Tax protest, such amount shall be shared among the Owners of the Taxed Elements based on the same allocation as the Tax Value Percentage Share provided for above, after deducting the reasonable costs of the protest.

(d) Notwithstanding the foregoing, the Taxed Elements Owners (or any of them) shall have the right to request a "split" or "cutout" of its respective Taxed Element from the other Taxed Elements pursuant to Section 197.373 of the Florida Statutes (or any successor or other provision), as amended, or any rules promulgated with respect to same, and to obtain a separate Tax value and assessment for each such Taxed Element. Any Taxed Element Owner so requesting a split or cutout of its Taxed Element shall provide a copy of such request to Shared Facilities Manager and the other Taxed Element Owners simultaneously with the delivery of same to the County Tax Collector. If any Taxed Element Owner is successful in obtaining from the County Tax Collector and/or Property Appraiser the amount of the assessment on its Taxed Element, such Taxed Element Owner shall notify the Shared Facilities Manager and the Owners of the other Taxed Elements. The determination by the County Property Appraiser shall be conclusive with respect to the Tax value and assessment for the Taxed Element in question absent manifest error (notwithstanding any different determination or valuation by a tax consultant), and the Taxed Element Owners shall be entitled to pay Taxes for their respective Taxed Element based on such determination. Should any Taxed Element Owner successfully obtain from the County Tax Collector and/or Property Appraiser separate Tax values and/or assessments for one or more Taxed Elements, the Taxed Element Owners shall thereafter pursue a determination of the Tax values and assessments for each of the Taxed Elements under this subsection 14.2(d) prior to Shared Facilities Manager commencing the allocation procedures through the tax consultant set forth above, unless Shared Facilities Manager reasonably determines that separate allocation of values and/or assessments from the Property Appraiser for two or more of the Taxed Elements may be necessary.

14.3 Reference to Taxes in Other Documents. For purposes of this Declaration and any documents or instruments, such as leases and Element Specific Declarations, referring to the allocation of Taxes (or any component thereof) pursuant to this Declaration, Taxes allocated to a portion of The Properties shall mean those Taxes assessed and payable with respect to each Element as if each such Element are or were separately assessed and taxed, and if at any time there are no separate assessments, Taxes shall be allocated pursuant to the allocations and in the manner set forth in Section 14.2. Notwithstanding anything to the contrary contained in this Declaration, except for Taxes assessed against the Shared Facilities Element, Taxes assessed against or relating to any Element (whether through separate Tax folio numbers or the allocations set forth herein) shall not be included in the Shared Facilities Costs, and each Owner shall be obligated to pay such Taxes with respect to its Element without contribution from any other Owner. For the avoidance of doubt, Taxes associated with Element Exclusive Facilities shall be paid by the Owner of the Burdened Element in which such facilities are located, unless there is a separate Tax bill for such Element Exclusive Facilities and/or the property located therein, in which case the Owner of the Benefitted Element served by such facilities shall pay same.

14.4 Failure to Pay Taxes. If an Owner shall fail to pay any portion of the Taxes or any other charge levied against that Owner's Element prior to the date such Taxes become delinquent, which such Owner is obligated to pay pursuant to this Article 14, and if such unpaid Taxes are a lien or encumbrance on any portion of The Properties not owned by the delinquent Owner and/or on any Project Facilities serving any other Element, and any lawful authority would thereafter have the right to sell Tax certificate(s) or issue Tax warrants or deed(s) or otherwise foreclose against such portion of The Properties, or to impair or extinguish any easement benefitting any Owner by reason of such nonpayment, then any affected Owner shall (a) have the right (but not the obligation), upon the expiration of ten (10) days after notice of non-payment to the defaulting Owner (or such shorter period of time, but not less than three (3) days, if such Taxes have become delinquent), to pay such Taxes, or share thereof, together with any interest and penalties thereon, whereupon the Owner obligated to make such payment shall, upon demand, reimburse such affected Owner who made such payment for the amount thereof, and/or (b) to pursue any and all rights and remedies available at law or in equity against the delinquent Owner failing to make such payment. Interest shall accrue on the amount of any such reimbursement obligation not paid within ten (10) days after demand at the Default Rate.

14.5 Taxes Against Shared Facilities. It is intended that any and all Taxes against the Shared Facilities Element or Shared Facilities shall be (or have been, because the purchase prices of the Elements and Structures have already taken into account the value of the Shared Facilities), assessed against and payable as part of the Taxes of the applicable Elements within The Properties. However, in the event that, notwithstanding the foregoing, any such Taxes are assessed directly against the Shared Facilities Element or Shared Facilities, Shared Facilities Manager shall have the exclusive right to protest or appeal same, including Taxes on any improvements and any personal property located thereon. In such event, all such Taxes (and any costs of any protest or appeal thereof) shall be included as part of the expenses of the Shared Facilities which are levied by Shared Facilities Manager (in part, for the benefit of the Shared Facilities Element Owner) against each of the Elements and shall be shared among the Elements (excluding the Shared Facilities Element) based on the assessed or appraised value of each Element (other than the Shared Facilities Element) relative to the total assessed or appraised value of all Elements (excluding the Shared Facilities Element), as determined by the County Property Appraiser (with respect to Elements that have separate Tax folio numbers or assessed values) and/or a tax consultant selected by Shared Facilities Manager in accordance with the valuation process set forth above (with respect to Elements which are not separately assessed). Further, if Taxes are assessed directly against the Shared Facilities Element or Shared Facilities, without limiting the terms of this Declaration, Shared Facilities Costs may include such amounts deemed necessary by Shared Facilities Manager to provide it with sufficient funds to pay such Taxes at least thirty (30) days before the date the same are due.

15. PROVISIONS REGARDING SHARED FACILITIES COSTS

15.1 Maintenance Expenses. Shared Facilities Manager shall maintain in good repair, and shall replace as often as necessary, the Shared Facilities as provided in other provisions of this Declaration, all such work to be done as determined and ordered by Shared Facilities Manager. Each Owner, by acceptance of a deed or other conveyance of any portion of The Properties, shall be deemed to have agreed that the level of service and quality of maintenance and repair shall be commensurate, in the opinion of Shared Facilities Manager, with the Project Standard. All work by Shared Facilities Manager pursuant to this Article and pursuant to Article 6 related to the foregoing and/or with respect to the Shared Facilities shall be paid for through Assessments (either general or special) imposed in accordance herewith. In the event that any Element Owner requests Shared Facilities Manager to repair or replace any portions of that Owner's Element other than the Shared Facilities which would not otherwise fall under Shared Facilities Manager's responsibilities, then Shared Facilities Manager may do so as long as all costs

and expenses thereof are paid by the applicable Element Owner. Likewise, any repair or other work to the Shared Facilities necessitated by the misuse, negligence or other action or inaction of an Owner or its Tenants or Permitted Users shall be paid for by the Owner causing the damage. No Owner may waive or otherwise escape liability for Assessments to Shared Facilities Manager by non-use (whether voluntary or involuntary) of the Shared Facilities or abandonment of the right to use same. Notwithstanding anything herein contained to the contrary, Shared Facilities Manager shall be excused and relieved from any and all maintenance, repair and/or replacement obligations under this Article to the extent that the funds necessary to perform same are not available through the Assessments imposed and actually collected. Shared Facilities Manager shall have no obligation to fund and/or advance any deficit or shortfall in funds needed by Shared Facilities Manager in order to properly perform the maintenance, repair and/or replacement obligations described herein.

15.2 Ongoing Developer Obligations. Without limiting the generality of the obligations of Shared Facilities Manager under the provisions of this Declaration, any Shared Facilities Manager that is not a Brand Owner Party shall assume or otherwise be responsible for Declarant's and its affiliates' ongoing responsibilities to the County, the Town and any other Governmental Authority with respect to The Properties as a whole or more than one Element thereof or the Shared Facilities, including without limitation such obligations of Declarant or its affiliates under the Project Encumbrances (except with respect to the obligations under the Project Encumbrances that are the responsibility of an Owner thereunder or under this Declaration, which shall remain with the applicable Owner). Any and all costs and/or expenses incurred by Shared Facilities Manager in assuming and/or performing any of such obligations shall be part of the Shared Facilities Costs assessed against all Element Owners (including Unit Owners) in the manner provided by this Article. In the event of doubt as to whether obligations under the Project Encumbrances (or any particular obligation thereunder) is the responsibility of Shared Facilities Manager or any Owner, the decision of Shared Facilities Manager in such regard shall be final and conclusive.

15.3 Assessment to Shared Facilities Manager; Allocations. Declarant (and each party joining in any Supplemental Declaration) hereby covenants and agrees, and each Owner of an Element (including, without limitation, a Unit Owner) or any portion thereof, by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to Shared Facilities Manager Assessments and charges for the operation and insurance of, and for payment of expenses (and real estate and personal property Taxes) allocated or assessed to or through or otherwise incurred by the Shared Facilities Element Owner or Shared Facilities Manager, of and/or for the ownership, maintenance, replacement, management, operation and insurance of the Shared Facilities, the establishment of reasonable reserves for the replacement of same, the establishment of a fund to pay legal costs and expenses of Shared Facilities Element Owner or Shared Facilities Manager, capital improvement Assessments, special Assessments and all other charges and Assessments hereinafter referred to or imposed by Shared Facilities Manager in connection with the repair, replacement, improvement, maintenance, management, operation and insurance of, and taxes on, the Shared Facilities (collectively, the "Shared Facilities Costs"), all such Assessments to be fixed, established and collected from time to time as herein provided. The Shared Facilities Costs shall also be deemed to include any and all costs and expenses relating to or incurred by Shared Facilities Element Owner or Shared Facilities Manager under the Project Encumbrances, rent incurred by Shared Facilities Manager (whether directly or by reimbursement to third party managers) for property management offices located within or outside The Properties and used or occupied by Shared Facilities Manager or other property manager(s) providing services to the Shared Facilities, any and all costs and expenses (including without limitation reasonable attorneys' fees in all legal proceedings commenced by or against Shared Facilities Manager) incurred by Shared

Facilities Manager in connection with the performance of its obligations under this Declaration, a management fee payable to Shared Facilities Manager (or its designee) not to exceed twelve and one-half percent (12.5%) of the other Shared Facilities Costs and, in connection with any construction performed by or under the supervision of Shared Facilities Manager, a construction oversight fee equal to five percent (5%) of the total cost of the work, provided that if such cost exceeds $1,000,000 the construction management fee shall be equal to three percent (3%) of such total costs to reimburse Shared Facilities Manager for such services. Without limiting the generality of the foregoing, Shared Facilities Costs may include the following: (a) to the extent applicable, any lease agreement and other payments required under lease agreements for artwork, sculptures, and/or art installations within the Shared Facilities, if same is leased by the Shared Facilities Manager rather than being owned by the Shared Facilities Manager; (b) any and all costs, fees and expenses in connection with any Brand Agreement entered into by the Shared Facilities Element Owner or Shared Facilities Manager, including without limitation, management, branding and/or licensing fees and costs associated with maintaining the Shared Facilities in accordance with the Project Standards; (c) to the extent the Shared Facilities Manager enters into any valet parking agreements for off-site parking services, the costs associated with same, (d) the costs and expenses of maintaining, repairing and/or replacing as necessary any public improvements (such as, without limitation, sidewalks, medians, landscaping, etc.) located upon or adjacent to (even if beyond the legal boundaries of) The Properties, if any, and/or any art, mural and/or other decorative feature of the Project, existing and/or to the extent required, maintained or imposed by any agreement, permit, approval or other instrument recorded against the Properties or in connection with, or as a condition of obtaining, the permits and/or approvals for development and operation of The Project; (e) any and all costs, fees and expenses in connection with any Brand Agreement, including without limitation, management, branding and/or licensing fees and costs associated with maintaining The Project in accordance with the Project Standard, (f) costs resulting from damage to The Properties or any portion thereof which are necessary to satisfy any deductible and/or to effect necessary repairs which are in excess of insurance proceeds received as a result of such damage; (g) if applicable, any costs in connection with the Shared Facilities Manager's obtaining any software and/or other technology for the integrated provision of services and/or access to the front desk, valet parking, concierge service, maintenance personnel, and/or any other shared facilities and/or shared services available to Owners within the Project; and (h) any ad valorem taxes assessed against Shared Facilities. Each annual Assessment, capital improvement Assessment and special Assessment, together with such interest thereon and costs of collection thereof (including any costs of any collection agency) and costs of protecting the lien, shall be a charge on each Element, and shall be a continuing lien upon each Element and upon all improvements thereon, from time to time existing as herein provided. Each such Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of all persons who own any fee interest in any Element (or any portions thereof), at the time when the Assessment fell due and all subsequent Owners and fee owners and Unit Owners thereof until paid, except as provided in Section 15.6. Reference herein to Assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

Shared Facilities Costs allocable to the Shared Facilities shall be allocated among the Elements as follows, subject to reasonable adjustments by Shared Facilities Manager as hereinafter provided:

Element	Share of Shared Facilities Costs
Hotel Element	70.6383%
Residential Element	29.3617%

Shared Facilities Element	0.00%

With respect to the Shared Facilities Costs allocable to the Residential Shared Facilities, same shall be allocated among the Elements as follows, subject to reasonable adjustments by Shared Facilities Manager as hereinafter provided:

Element	Share of Residential Shared Facilities
Residential Element	100.00%
Hotel Element	0.00%
Shared Facilities Element	0.00%

The foregoing allocations shall be subject to reasonable adjustments by Shared Facilities Manager from time to time, which adjustments shall be made by Supplemental Declaration executed by Shared Facilities Manager. Notwithstanding the foregoing or the allocations set forth above, (a) to the extent any utility or other charges are part of the costs attributable to the Shared Facilities and those charges can reasonably be allocated to the particular Elements based upon actual consumption as determined by Shared Facilities Manager's engineer or consultant, then in such event, such utility or other charges shall be allocated based upon actual consumption, rather than by the percentage allocations described above, (b) premiums for insurance policies purchased by Shared Facilities Manager pursuant to this Declaration shall be allocated among the Elements as provided in Section 11.5, (c) if Taxes are assessed directly against the Shared Facilities Element or Shared Facilities (rather than being paid as part of the Taxes applicable to the other Elements), Taxes with respect to the Shared Facilities shall be allocated and assessed as provided in Section 14.5, and (d) if, under any other provision of this Declaration, any other costs are allocated to the Element Owners (or any one or more of them) on a basis other than the manner set forth in this Section, then such costs shall be allocated by Shared Facilities Manager to such Element Owners as so provided in such other provisions. All such charges, premiums, Taxes and other costs nevertheless are and shall remain Assessments (irrespective of how same are allocated among the Elements), subject to Shared Facilities Manager rights and remedies set forth in this Article 15 in the event any Owner fails to pay same as required herein.

If the Residential Element becomes a Submitted Element, then the assessments attributable to the Residential Element shall be allocated among the Condominium Units within the Residential Element with each Condominium Unit bearing the percentage of the Residential Element's Assessment obligation set forth on Exhibit "C" attached hereto. In the event that there is any change to the number of Condominium Units contained within the Residential Element, Exhibit "C" shall be equitably reallocated among the Condominium Units (as reasonably determined by the Element Specific Manager for the Residential Element) and the revised Exhibit "C" shall be reflected by the recordation of a Supplemental Declaration, which need only be executed and approved by the Shared Facilities Manager and the applicable Element Specific Manager.

To the extent that the Declarant determines to supplement The Properties in the manner provided in this Declaration with an Element that is not allocated a percentage responsibility for Assessments above, the Declarant shall, in such Supplemental Declaration, reallocate the percentages allocable to all Elements (which reallocation shall be determined by Declarant in its sole and absolute discretion). In the event that any then existing Element is subdivided into more than one Element (other than by virtue of submission to the condominium form of ownership), which may be done by Supplemental Declaration executed by the applicable Element Owner and Declarant alone, then the percentage allocated to the subdivided Element shall remain the same, but the portions thereof allocated to each of the subdivided portions of the Element

shall equal that of the Element prior to subdivision, and shall otherwise be determined by Declarant in its sole and absolute discretion.

15.4 Levying Assessments. Shared Facilities Manager shall budget and adopt Assessments for Shared Facilities Manager's general expenses for the Shared Facilities Costs based, in part, upon Shared Facilities Manager's reasonable projections of the intensity of use of the applicable Shared Facilities for the period subject to the budget. In addition to the regular and capital improvement Assessments which are or may be levied hereunder, Shared Facilities Manager shall have the right to collect reasonable reserves for the replacement of the applicable Shared Facilities (or any components thereof) and to levy special Assessments to fund expenses which Shared Facilities Manager does not reasonably anticipate having sufficient funds to cover, or special Assessments or impose other charges against an Owner(s) to the exclusion of other Owners for the repair or replacement of damage to any portion of the applicable Shared Facilities (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or its Tenants or Permitted Users. Any such special Assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special Assessment levied hereunder shall be due within the time specified by Shared Facilities Manager in the action imposing such Assessment. Further, funds which are necessary or desired by Shared Facilities Manager for the addition of capital improvements (as distinguished from repairs, maintenance, replacement and/or relocation) relating to the applicable Shared Facilities and which have not previously been collected as reserves or are not otherwise available to Shared Facilities Manager (other than by borrowing) shall be levied by Shared Facilities Manager as Assessments against the applicable Element Owners entitled to use of (or benefiting from) the particular component of the applicable Shared Facilities. The annual Assessments provided for in this Article shall commence on the first day of the month next following the recordation of this Declaration and shall be applicable through December 31 of such year. Each subsequent annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The annual Assessments shall be payable in advance in monthly installments, or in annual, semi- or quarter-annual installments if so determined by Shared Facilities Manager (absent which determination they shall be payable monthly). The Assessment amount (and applicable installments) may be changed at any time by Shared Facilities Manager from that originally stipulated or from any other Assessment that is in the future adopted by Shared Facilities Manager. The original Assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, at any appropriate time during the year), but the amount of any revised Assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. Shared Facilities Manager shall fix the date of commencement and the amount of the Assessment against the Elements for each Assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Elements and Assessments applicable thereto which shall be kept in the office of Shared Facilities Manager and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent to every Owner subject thereto twenty (20) days prior to payment of the first installment thereof, except as to special Assessments. In the event no such notice of the Assessments for a new Assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

15.5 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of Shared Facilities Manager. If the Assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest on the late amount at the Default Rate and the cost

of collection thereof (including any costs of any collection agency) and any costs for protection of the lien, as herein provided, thereupon become a continuing lien on the Element and all improvements thereon which shall bind such property in the hands of the then Owner, the Owner's heirs, personal representatives, successors and assigns. Except as provided in Section 15.6 to the contrary, the personal obligation of an Owner to pay such Assessment shall pass to such Owner's successors in title and recourse may be had against either or both. If any installment of an Assessment is not paid within ten (10) days after the due date, at the option of Shared Facilities Manager a late charge not greater than the amount of twenty-five percent (25%) of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) and Shared Facilities Manager may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Element on which the Assessments and late charges are unpaid and all improvements thereon, may foreclose the lien against the applicable portion of the Element and all improvements thereon on which the Assessments and late charges are unpaid in like manner as foreclosure of a mortgage lien, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same (including costs of any collection agency), in such action shall be added to the amount of such Assessments, late charges and interest secured by the lien, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels (and including fees incurred in bankruptcy or probate proceedings, if applicable). Failure of Shared Facilities Manager (or any collecting entity) to send or deliver bills or notices of Assessments shall not relieve Owners from their obligations hereunder. Shared Facilities Manager shall have such other remedies for collection and enforcement of Assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

15.6 Subordination of the Lien. The lien of the Assessments provided for in this Article shall be subordinate to real property Tax liens and the lien of any Mortgage on an Element; provided, however, that any such mortgage lender when in possession, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Element by reason of the provisions of this Article shall be deemed to be an Assessment divided equally among, payable by and a lien against all Elements subject to Assessment by Shared Facilities Manager, including the Elements as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

15.7 Curative Right. Declarant, for all Elements now or hereafter located within The Properties, hereby acknowledges and agrees, and each Owner of any Element by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to acknowledge and agree, that it shall be the obligation of Shared Facilities Manager to maintain, repair and replace the Shared Facilities in accordance with the provisions of this Declaration. Notwithstanding anything herein contained to the contrary, in the event (and only in the event) that Shared Facilities Manager fails to maintain the applicable Shared Facilities as required under this Declaration, any affected Element Owner shall have the right to perform such duties; provided, however, that, except in the case of an emergency (in which case such notice as is reasonable under the circumstances shall be required) same

may only occur after thirty (30) business days' prior written notice to Shared Facilities Manager and provided that Shared Facilities Manager has not effected curative action within said thirty (30) business day period (or if the curative action cannot reasonably be completed within said thirty (30) business day period, provided only that Shared Facilities Manager has not commenced curative actions within said thirty (30) business day period and thereafter diligently pursued same to completion). To the extent that an Element Owner must undertake maintenance responsibilities as a result of Shared Facilities Manager's failure to perform same, then in such event, but only for such remedial actions as may be necessary, the Element Owner shall be deemed vested with the Assessment rights of Shared Facilities Manager hereunder for the limited purpose of obtaining reimbursement from the Owners for the costs of performing such remedial work and the easement rights of Shared Facilities Manager for the limited purpose of carrying out such remedial actions.

15.8 Priority of Liens. Notwithstanding anything herein contained to the contrary, any Assessment sums collected shall be applied first to the Assessments of Shared Facilities Manager, and then to those of the collecting Element Specific Manager.

15.9 Financial Records. Shared Facilities Manager shall maintain financial books and records showing its actual receipts and expenditures with respect to the maintenance, operation, repair, replacement, alteration and relocation of the Shared Facilities, including the then current budget and any then proposed budget (the "Facilities Records"). The Facilities Records need not be audited or reviewed by a Certified Public Accountant. Any Owner shall have the right to inspect the Facilities Records once per calendar year at the offices of the Shared Facilities Manager, upon not less than thirty (30) days' prior written notice to Shared Facilities Manager, provided that any such inspection shall be limited to the Facilities Records pertaining to the immediately preceding and current calendar year only (and not any other calendar years).

15.10 Estoppel Certificates. Upon the request of any Element Owner or its mortgagee, Shared Facilities Manager shall furnish an estoppel certificate confirming such information as may be reasonably requested by such parties, such as the amount and status of payment of Assessments, whether this Declaration has been amended or supplemented (and, if so, identifying the amendments and/or supplements), and whether such Owner or its Permitted Users are in compliance with this Declaration. The estoppel certificate shall be based on the actual knowledge of Shared Facilities Manager without independent investigation. Shared Facilities Manager may establish a reasonable fee to be charged to reimburse it for the cost of preparing any certificates hereunder.

15.11 Shared Facilities Manager Consent; Conflict. The provisions of this Article 15 shall not be amended, modified or in any manner impaired and/or diminished, directly or indirectly, without the prior written consent of Shared Facilities Manager. In the event of any conflict between the provisions of this Article 15, and the provisions of any other Section of this Declaration addressing the same subject matter, the provisions of this Article 15 shall prevail and govern.

16. PROVISIONS REGARDING PARKING

16.1 General. Declarant hereby grants and reserves unto the Shared Facilities Manager exclusive control of the Parking Area and the right at any time, and from time to time, to grant easements over, under and upon the Parking Area, and the exclusive right at any time, and from time to time, to grant or assign to specific Structures, Elements or Units, or any Owner, Unit Owner, Element Specific Manager or other party, the right to use (by easement, license or other agreement) one or more of the parking spaces within the Parking Area on an exclusive or non-exclusive basis, as may be determined by the Shared Facilities Manager in its sole discretion. Accordingly, all of the Parking Areas are and shall be (a) subject to the exclusive control of the Shared Facilities Manager, (b) on an assigned or unassigned, first-come first-serve basis as may be determined by the

Shared Facilities Manager in its sole discretion, and (c) subject to all of the terms and conditions of this Article 16 and any rules and regulations promulgated by the Shared Facilities Manager. The Shared Facilities Manager shall have the further right, from time to time, to establish rules and regulations regarding the use of the Parking Area or portions thereof, including without limitation provisions for the involuntary removal of any violating vehicles, and the fees/rates charged for use of the Parking Area and for services (if any) offered from the Parking Area. All fees collected by the Shared Facilities Manager for the use of the Parking Area or any portion thereof shall be retained by the Shared Facilities Manager and shall not constitute income or revenue of any other Owner (and/or be utilized to offset any Shared Facilities Costs). The Shared Facilities Manager may suspend any Owner's right to use parking space(s) during any period when payments for such parking space(s) from that Owner are delinquent. Temporary guest parking shall be permitted only as determined by the Shared Facilities Manager, and only within spaces and areas, if any, clearly designated for such purpose.

16.2 Requirement for Separate Agreement. No Element or the Owner thereof (or its Permitted Users) shall have the right to use any parking spaces within a Parking Area unless such Owner first reaches a written agreement with the Shared Facilities Manager with respect to, *inter alia*, the extent of use to be allowed such Owner (and its Permitted Users), whether such use will be on an assigned or unassigned, first come first serve basis, and the obligation of such Owner to contribute towards the expenses of the Parking Area. The rights and obligations of each Owner of an Element shall be subject to and on the terms and conditions set forth in the written agreement between such Shared Facilities Manager and such Owner, which written agreement may be in the form of a Supplemental Declaration or easement, assignment, instrument or other agreement of any kind. Such rights and obligations shall pass with title to such Element, Structure or Unit, unless otherwise provided in said written agreement. Shared Facilities Manager shall have the right to permit persons other than Owners of Elements to use the parking areas and facilities (or portions thereof). All parking areas within The Project shall be used and operated in accordance with applicable Legal Requirements and the Project Standard and subject to the terms and conditions of the applicable Brand Agreement.

16.3 Easements for Use. Subject to such rules and regulations as may be established from time to time by Shared Facilities Manager and the other easements reserved and granted in this Declaration, a non-exclusive easement for vehicular ingress and egress is hereby reserved (and declared and created) over, under and upon the driveways, accessways, ramps and other portions of the parking areas and facilities within the Shared Facilities as are necessary to access any parking spaces to which the Owner of an Element has use rights, if any, in favor of the applicable Element Owner, including Unit Owners and their respective Permitted Users. Shared Facilities Manager shall have the right to specifically limit the scope of the easements herein granted.

17. **GENERAL PROVISIONS**

17.1 Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by Shared Facilities Manager, Declarant (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by all of the then Owners of the Elements subject hereto and of 100% of the mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

17.2 Notice. Any notice, demand, request, consent, approval or other communication to be sent to any Owner under the provisions of this Declaration shall be in writing and shall be given or made or communicated by (i) personal delivery, or (ii) a national and reputable overnight carrier, with a request that the addressee sign a receipt evidencing delivery, or (iii) United States registered or certified mail, return receipt requested with postage prepaid, or (iv) such other means as may be determined from time to time by Shared Facilities Manager, addressed to the last known address of the person who appears as Owner on the records of Shared Facilities Manager at the time of such delivery. Each Owner shall have the right to designate a different address from time to time by notice similarly given to Shared Facilities Manager, with a specific direction to update the records of Shared Facilities Manager, at least thirty (30) days before the effective date thereof. Any notice, demand, request, consent, approval or other communication which any Owner is required or desires to give or make or communicate to Declarant or Shared Facilities Manager shall be in writing and shall be given or made or communicated by (i) personal delivery, or (ii) a national and reputable overnight carrier, with a request that the addressee sign a receipt evidencing delivery, or (iii) United States registered or certified mail, return receipt requested with postage prepaid, or (iv) such other means as may be determined from time to time by Shared Facilities Manager, addressed to the following address:

Declarant: 7940 Via Dellagio Way, Suite 200, Orlando, FL 32819

Shared Facilities Manager: _____

Declarant and Shared Facilities Manager shall have the right to designate a different address from time to time by notice given to Owners in the manner set forth above.

17.3 Enforcement. Without limiting the generality of Article 9, enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Elements to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

17.4 Interpretation. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. All references to Articles, Sections, paragraphs, articles and Exhibits mean the Articles, Sections, paragraphs and Exhibits in (and, in the case of Exhibits, attached to) this Declaration unless another agreement is referenced.

All Exhibits attached hereto are hereby incorporated herein by reference and made a part of this Declaration.

17.5 Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

17.6 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

17.7 Amendment. In addition, but subject, to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by Declarant, for so long as it or its affiliate holds title to any Element or Structure affected by this Declaration; or alternatively, by an instrument signed by Shared Facilities Manager and the Element Owners responsible for more than two-thirds of the Shared Facilities Costs, as allocated among the Element Owners pursuant to Section 15.3, provided that so long as Declarant or its affiliates is the Owner of any Element affected by this Declaration, Declarant's consent must be obtained if such amendment, in the sole opinion of Declarant, affects its interest. Notwithstanding anything herein contained to the contrary, the provisions of this Declaration affecting Shared Facilities Manager or the Shared Facilities Element (as determined in the sole discretion of Shared Facilities Manager) shall not be amended, modified or, as to any rights granted to Shared Facilities Manager or the Shared Facilities Element Owner, impaired and/or diminished, directly or indirectly, without the prior written consent of Shared Facilities Manager. In the event of any conflict between the provisions of the foregoing sentence and the provisions of any other Section of this Declaration, the provisions of the foregoing sentence shall prevail and govern.

17.8 Assignment Option. Shared Facilities Element Owner shall have the option, in its sole discretion, to establish a Florida not-for-profit corporation (the "Successor Corporation"), and to designate the Successor Corporation as the Shared Facilities Manager hereunder, subject to the terms and conditions of the applicable Brand Agreement. Upon such designation by the Shared Facilities Element Owner, the Successor Corporation shall be Shared Facilities Manager for purposes of this Declaration, unless and until another entity shall be designated as the Shared Facilities Manager by Shared Facilities Element Owner in accordance with the terms of this Declaration. The sole members of the Successor Corporation shall be the Element Owners, whose membership interests and voting interests shall be equivalent to and in the same percentage as each Element Owner's proportionate share of Shared Facilities Costs under Section 15.3. At the time of such designation, Articles of Incorporation and Bylaws shall be prepared by the Shared Facilities Manager setting forth the operating procedures of the Successor Corporation, including procedures for the election of officers and directors and establishment of the Shared Facilities Costs budget. Without limiting the rights of the Shared Facilities Element Owner to convey the Shared Facilities Element to any third party at any time in its sole and absolute discretion, the Shared Facilities Manager may, at any time and at its sole option, elect to convey, by quit claim deed, the Shared Facilities Element to the Successor Corporation. Upon such conveyance, the Successor Corporation shall be deemed to have automatically accepted such conveyance and shall be the Shared Facilities Element Owner for purposes of this Declaration. From and after the conveyance of the Shared Facilities Element to the Successor Corporation, the Successor Corporation shall be responsible for any and all Taxes and/or Assessments attributable to the Shared Facilities Element and for the maintenance, insurance and administration of the Shared Facilities Element, and all expenses relating thereto shall be Shared Facilities Costs hereunder.

17.9 Cooperation. Each Owner, by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to cooperate in, and support, any and all zoning, administrative, governmental and/or quasi-governmental filings, applications, requests, submissions and other actions necessary or desirable (as determined by Declarant or Shared Facilities Manager) for development and/or improvement of The Properties, including, without limitation, signing any required applications, plats, authorizations, approvals and the like as the owner of any portion of The Properties owned or controlled thereby when necessary or requested.

17.10 Standards for Consent, Approval and Other Actions. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by Declarant or its affiliates, or Shared Facilities Manager, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, unless otherwise expressly provided herein, and shall not be deemed given unless granted in writing by the party receiving the request, and all matters required to be completed or substantially completed by Declarant or its affiliates shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of Declarant. Without limiting the foregoing, no consent or approval shall be granted if the matter or action that is the subject of the consent or approval is not consistent with the Project Standard in the reasonable judgment of Shared Facilities Manager.

17.11 Easements. Formal language of grant or reservation with respect to easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

17.12 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Shared Facilities to the public, or for any public use.

17.13 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Element and/or Unit or other property located on or within The Properties, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in, or rights with respect to, such Element, Structure or other property.

17.14 NO REPRESENTATIONS OR WARRANTIES**. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT, SHARED FACILITIES MANAGER, SHARED FACILITIES ELEMENT OWNER, BRAND OWNER PARTIES OR ITS OR THEIR MANAGERS, AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE SHARED FACILITIES OR ITS OR THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN DOCUMENTS WHICH MAY BE FILED BY DECLARANT FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH OWNER RECOGNIZES AND AGREES THAT IN A STRUCTURE THE SIZE OF THAT ON THE PROPERTIES, IT IS TYPICAL TO EXPECT BOWING AND/OR DEFLECTION OF MATERIALS. ACCORDINGLY, INSTALLATION OF FINISHES MUST TAKE SAME INTO ACCOUNT. FURTHER, EACH OWNER RECOGNIZES AND AGREES THAT THE EXTERIOR LIGHTING SCHEME FOR THE BUILDING MAY CAUSE EXCESSIVE ILLUMINATION. ACCORDINGLY, INSTALLATION OF WINDOW TREATMENTS SHOULD TAKE SAME INTO ACCOUNT.**

AMONG OTHER ACTS OF GOD AND UNCONTROLLABLE EVENTS, HURRICANES AND FLOODING HAVE OCCURRED IN SOUTH FLORIDA AND THE PROPERTIES ARE EXPOSED TO THE POTENTIAL DAMAGES FROM FLOODING AND FROM HURRICANES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FROM STORM SURGES AND WIND-DRIVEN RAIN. WATER OR OTHER DAMAGES FROM THIS OR OTHER EXTRAORDINARY CAUSES SHALL NOT BE THE RESPONSIBILITY OF DECLARANT, SHARED FACILITIES MANAGER, SHARED FACILITIES ELEMENT OWNER, BRAND OWNER PARTIES OR ANY OTHER PARTY. TO THE MAXIMUM EXTENT LAWFUL DECLARANT, FOR ITSELF AND AS THE INITIAL OWNER OF ALL OF THE ELEMENTS, HEREBY DISCLAIMS ANY AND ALL AND EACH AND EVERY EXPRESS OR IMPLIED WARRANTIES, WHETHER ESTABLISHED BY STATUTORY, COMMON, CASE LAW OR OTHERWISE, AS TO THE DESIGN, CONSTRUCTION, SOUND AND/OR ODOR TRANSMISSION, EXISTENCE AND/OR DEVELOPMENT OF MOLDS, MILDEW, TOXINS OR FUNGI, FURNISHING AND EQUIPPING OF THE PROPERTIES AND/OR SHARED FACILITIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, COMPLIANCE WITH PLANS, ALL WARRANTIES IMPOSED BY STATUTE AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES OF ANY KIND OR CHARACTER. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN SOUTH FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN THE ELEMENTS, UNITS AND/OR OTHER PORTIONS OF THE PROPERTIES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A UNIT AND/OR ELEMENT, OR PORTIONS THEREOF, EACH OWNER, INCLUDING, WITHOUT LIMITATION, EACH UNIT OWNER, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED DECLARANT, SHARED FACILITIES MANAGER, SHARED FACILITIES ELEMENT OWNER AND BRAND OWNER PARTIES FROM ANY AND LIABILITY RESULTING FROM SAME.

AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE ELEMENTS AND/OR STRUCTURES (WHETHER FROM DECLARANT OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

LASTLY, EACH OWNER, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF AN ELEMENT AND/OR CONDOMINIUM UNIT, UNDERSTANDS AND AGREES THAT THERE ARE VARIOUS METHODS FOR CALCULATING THE SQUARE FOOTAGE OF AN ELEMENT AND/OR CONDOMINIUM UNIT. ADDITIONALLY, AS A RESULT OF IN THE FIELD CONSTRUCTION, OTHER PERMITTED CHANGES TO THE ELEMENT AND/OR CONDOMINIUM UNIT, AND SETTLING AND SHIFTING OF IMPROVEMENTS, ACTUAL SQUARE FOOTAGE OF AN ELEMENT AND/OR CONDOMINIUM UNIT MAY ALSO BE AFFECTED. BY ACCEPTING TITLE TO AN ELEMENT, THE APPLICABLE OWNER(S) SHALL BE DEEMED TO HAVE CONCLUSIVELY AGREED TO ACCEPT THE SIZE AND DIMENSIONS OF THE ELEMENT. DECLARANT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE ACTUAL SIZE, DIMENSIONS OR SQUARE FOOTAGE OF ANY ELEMENT, AND EACH OWNER SHALL BE DEEMED TO HAVE FULLY WAIVED AND RELEASED ANY SUCH WARRANTY AND CLAIMS FOR LOSSES OR DAMAGES RESULTING FROM ANY VARIANCES.

17.15 Covenants Running With The Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 17.1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with The Properties and with title to The Properties. Without limiting the generality of Section 17.5 hereof, if any provision or application of this Declaration

would prevent this Declaration from running with The Properties as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with The Properties; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with The Properties as aforesaid) be achieved.

17.16 Development Rights. All Development Rights in excess of the Development Rights required to develop and construct, and/or remaining after the development and construction of the Elements that comprise The Project are and shall be deemed owned by the Shared Facilities Element Owner and appurtenant to the Shared Facilities Element, but shall not be deemed included in or part of the Shared Facilities under any circumstances. Shared Facilities Element Owner shall have the right, at its option and in its sole discretion, to transfer such excess or remaining Development Rights (or any portion thereof or interest therein) from time to time and at any time to any other person or entity without any duty or obligation to account for such transfer to any Element Owner or other party under this Declaration, subject to the terms and conditions of the applicable Brand Agreement. The proceeds of such transfer shall be personal to Shared Facilities Element Owner and shall not be applied to or used to offset Shared Facilities Costs.

17.17 CPI. Whenever specific dollar amounts are stated in this Declaration or any exhibits hereto, unless limited by Legal Requirements or the specific text hereof (or thereof), such amounts shall increase from time to time by application of a nationally recognized consumer price index chosen by Shared Facilities Manager (rounded, in the case of insurance, to the closes $1,000 increment), using the date this Declaration is recorded as the base year. In the event no such consumer price index is available, Shared Facilities Manager shall choose a reasonable alternative to compute such increases. In no event shall increases under this provision occur more frequently than the fifth (5^{th}) anniversary of the recording of this Declaration and each fifth (5^{th}) anniversary thereafter.

18. WATER MANAGEMENT DISTRICT ISSUES

In furtherance of the obligations of the Shared Facilities Manager to operate and maintain the water management system serving The Properties, the following provisions shall govern:

(a) Except only as limited in this Declaration, the Shared Facilities Manager shall expressly, have the following powers: (a) to own and convey property; (b) to operate and maintain Shared Facilities, including the surface water management system as permitted by the water management district governing the Properties (the "District"), including all lakes, retention areas, culverts and related appurtenances; (c) to establish rules and regulations; (d) to assess Owners and enforce said Assessments; (e) to sue and be sued; and (f) to contract for services (if the Shared Facilities Manager contemplates employing a maintenance company) to provide services for operation and maintenance.

(b) As and to the extent set forth herein, each Owner shall be governed by this Declaration and subject to Assessments as otherwise provided by this Declaration.

(c) Notwithstanding anything to the contrary set forth in the Declaration, if the Shared Facilities Manager shall be dissolved, the property consisting of the surface water management system will be conveyed to an appropriate agency of local government, provided, however, that if such conveyance is not

accepted, the surface water management system will be conveyed to an entity performing similar functions as are ascribed to the Shared Facilities Manager hereunder.

(d) The surface water management system serving the Properties shall be deemed part of the Shared Facilities, and as such, the Shared Facilities Manager is responsible for the operation and maintenance of the surface water management system serving The Properties.

(e) The Shared Facilities Costs shall include any and all costs for the operation, maintenance and, if necessary, replacement of the surface water management system, and the costs for same shall be Assessed against all Owners.

(f) Any amendment to the Declaration which would affect the surface water management system, conservation areas or water management portions of the Shared Facilities will be submitted to the District for a determination of whether the amendment necessitates a modification of the existing permit for the surface water management system (the "Permit").

(g) As set forth in the Declaration, all provisions of the Declaration and any applicable rules and regulations, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein.

(h) If wetland mitigation or monitoring is required, the Shared Facilities Manager shall be responsible to carry out such obligations successfully, including, without limitation, meeting all Permit conditions associated with wetland mitigation, maintenance and monitoring.

(i) Copies of the Permit and any future permit actions shall be maintained by the Shared Facilities Element Manager for the Shared Facilities Element Owner's benefit.

(j) The District has the right to take enforcement action, including a civil action for an injunction and penalties against the Shared Facilities Manager to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas, if any, under the responsibility or control of the Shared Facilities Manager.

19. **DISCLAIMER OF LIABILITY**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN ANY OTHER DOCUMENT GOVERNING OR BINDING THE PROPERTIES (COLLECTIVELY, THE "GOVERNING DOCUMENTS"), NEITHER DECLARANT, BRAND OWNER PARTIES, SHARED FACILITIES MANAGER OR SHARED FACILITIES ELEMENT OWNER SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

(b) NEITHER DECLARANT, BRAND OWNER PARTIES, SHARED FACILITIES MANAGER OR SHARED FACILITIES ELEMENT OWNER IS EMPOWERED NOR ESTABLISHED TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LEGAL REQUIREMENTS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY, THE TOWN AND/OR ANY OTHER GOVERNMENTAL AUTHORITY OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE RECIPIENT OF SUCH ASSESSMENT FUNDS TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF ACCEPTANCE OF TITLE TO ITS ELEMENT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTIES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST DECLARANT, BRAND OWNER PARTIES, SHARED FACILITIES MANAGER OR SHARED FACILITIES ELEMENT OWNER ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE AFOREMENTIONED PARTIES HAS BEEN DISCLAIMED IN THIS ARTICLE.

EXECUTED as of the date first above written.

Witnessed by:

_____
Name: _____

_____
Name: _____

S.R. LBK, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this ___ day of _____, 202_ by _____ _____, as _____ of **S.R. LBK, LLC, a Florida limited liability company**, on behalf of the company. He/she is personally known to me or produced _____ as identification.

_____
Name: _____

Notary Public, State of _____
My commission expires: _____
Commission No.

JOINDER OF MORTGAGEE

_____, as mortgagee under that certain [Mortgage, Security Agreement and Fixture Financing Statement] dated as of _____ and recorded on _____ in Official Records Book _____, at Page _____ of the Public Records of Sarasota County, Florida (the "Mortgage"), hereby consents to the terms, conditions, easements and provisions of the foregoing Declaration of Covenants, Restrictions and Easements for LONGBOAT KEY RESORT & RESIDENCES (the "Master Declaration") and the recordation thereof, and agrees that the lien and effect of the Mortgage shall be and is subject and subordinate to the terms of the Master Declaration.

Executed as of the day and year of the Master Declaration.

[_____]

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

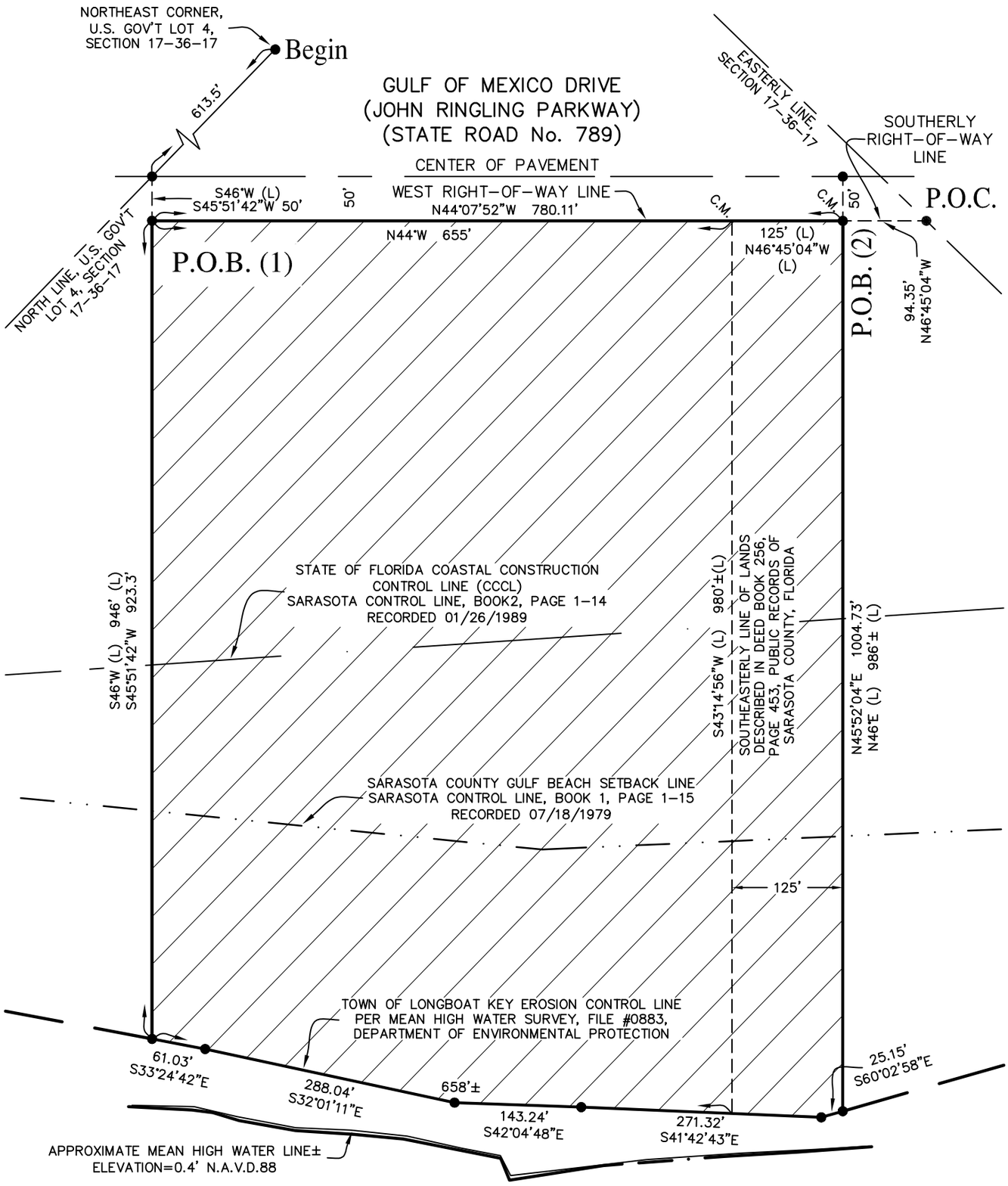
The foregoing instrument was acknowledged before me by means of ☒ physical presence or □ online notarization, this ___ day of _____, 202_, by _____, as _____ of _____, on behalf of said bank. He/she is personally known to me or produced _____ as identification.

_____
Name: _____

Notary Public, State of _____
My commission expires: _____
Commission No. _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTIES



C.M. – CONCRETE MONUMENT
GOV'T – GOVERNMENT
(L) – INFORMATION BY LEGAL DESCRIPTION
N.A.V.D.88 – NORTH AMERICAN VERTICAL DATUM OF 1988
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
± – MORE OR LESS

Graphic Scale
0 150
1 inch = 150 feet

North

The Properties
Long Boat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE **SHISKIN** + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: September, 2020

THE PROPERTIES
LONGBOAT KEY RESORT AND RESIDENCES

LEGAL DESCRIPTION:

A PORTION OF U.S. GOVERNMENT LOT 4 IN SECTION 17, TOWNSHIP 36 SOUTH, RANGE 17 EAST, VILLAGE OF LONGBOAT KEY, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE NORTH LINE OF U.S. GOVERNMENT LOT 4, SECTION 17, TOWNSHIP 36 SOUTH, RANGE 17 EAST, 613.5 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 4, SAID POINT BEING IN THE CENTER OF JOHN RINGLING PARKWAY PAVEMENT; THENCE S46°W 50 FT. TO THE WEST R/W LINE OF SAID PARKWAY FOR A POINT OF BEGINNING; THENCE CONTINUE S46°W 946 FT. MORE OR LESS TO THE WATERS OF THE GULF OF MEXICO; THENCE SOUTHEASTERLY ALONG THE WATERS OF THE GULF OF MEXICO 658 FT. MORE OR LESS; THENCE N46°E 980 FT. MORE OR LESS TO THE WEST R/W LINE OF THE JOHN RINGLING PARKWAY; THENCE N44°W ALONG SAID JOHN RINGLING PARKWAY 655 FT. TO THE POINT OF BEGINNING AND BEING IN U.S. GOVERNMENT LOT 4, SECTION 17, TOWNSHIP 36 SOUTH, RANGE 17 EAST, SARASOTA COUNTY, FLORIDA.

AND:

COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF SECTION 17, TOWNSHIP 36 SOUTH, RANGE 17 EAST, AND THE SOUTHEASTERLY R/W LINE OF GULF OF MEXICO DRIVE (NOW STATE ROAD 789); THENCE N. 46°-45'-04"W. ALONG THE SOUTHERLY R/W LINE OF SAID GULF OF MEXICO DRIVE, 94.35 FT. TO A C.M. FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTHERLY R/W LINE OF SAID GULF OF MEXICO DRIVE N. 46°-45'-04"W. 125 FT. TO A C.M. SET ON THE SOUTHEASTERLY LINE OF LANDS DESCRIBED IN DEED BOOK 256, PAGE 453, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S43°14'56"W ALONG THE BOUNDARY OF THE AFORESAID LANDS DESCRIBED IN DEED BOOK 256, PAGE 453, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, 980 FT. MORE OR LESS TO THE WATERS OF THE GULF OF MEXICO; THENCE SOUTHEASTERLY ALONG THE SHORE OF THE WATERS OF THE GULF OF MEXICO TO A POINT WHICH LIES S. 43°-14'-56"W. OF POINT OF BEGINNING; THENCE N. 43°-14'-56"E. ALONG A LINE 125 FT. FROM AND PARALLEL TO THE SOUTHEASTERN BOUNDARY LINE OF THE LANDS DESCRIBED IN DEED BOOK 256, PAGE 453, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, 986 FT. MORE OR LESS TO THE POINT OF BEGINNING, TOGETHER WITH ALL RIPARIAN RIGHTS AND WATER PRIVILEGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING.

SAID PARCEL OF LAND LYING IN A PORTION OF U.S. GOVERNMENT LOT 4 IN SECTION 17, TOWNSHIP 36 SOUTH, RANGE 17 EAST, VILLAGE OF LONGBOAT KEY, SARASOTA COUNTY, FLORIDA.

NOTE:

C.M. – DENOTES "CONCRETE MONUMENT"

FT. – DENOTES "FEET"

R/W – DENOTES "RIGHT-OF-WAY"

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

The Properties
Long Boat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: September, 2020

EXHIBIT "B"

LEGAL DESCRIPTION OF ELEMENTS

HOTEL ELEMENT:

See Exhibit B-1 attached hereto

RESIDENTIAL ELEMENT:

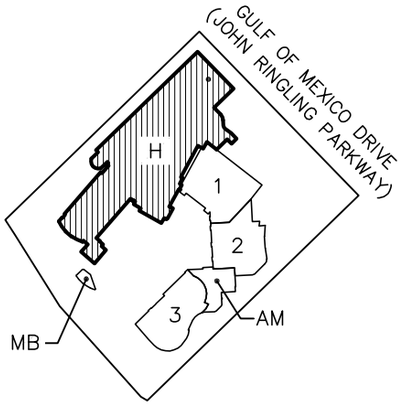
See Exhibit B-2 attached hereto

SHARED FACILITIES ELEMENT:

The Properties legally described, in Exhibit "A" attached hereto, LESS AND EXCEPT, Hotel Element and Residential Element, as each such Element is legally described and/or depicted in this Exhibit "B"

EXHIBIT "B-1"

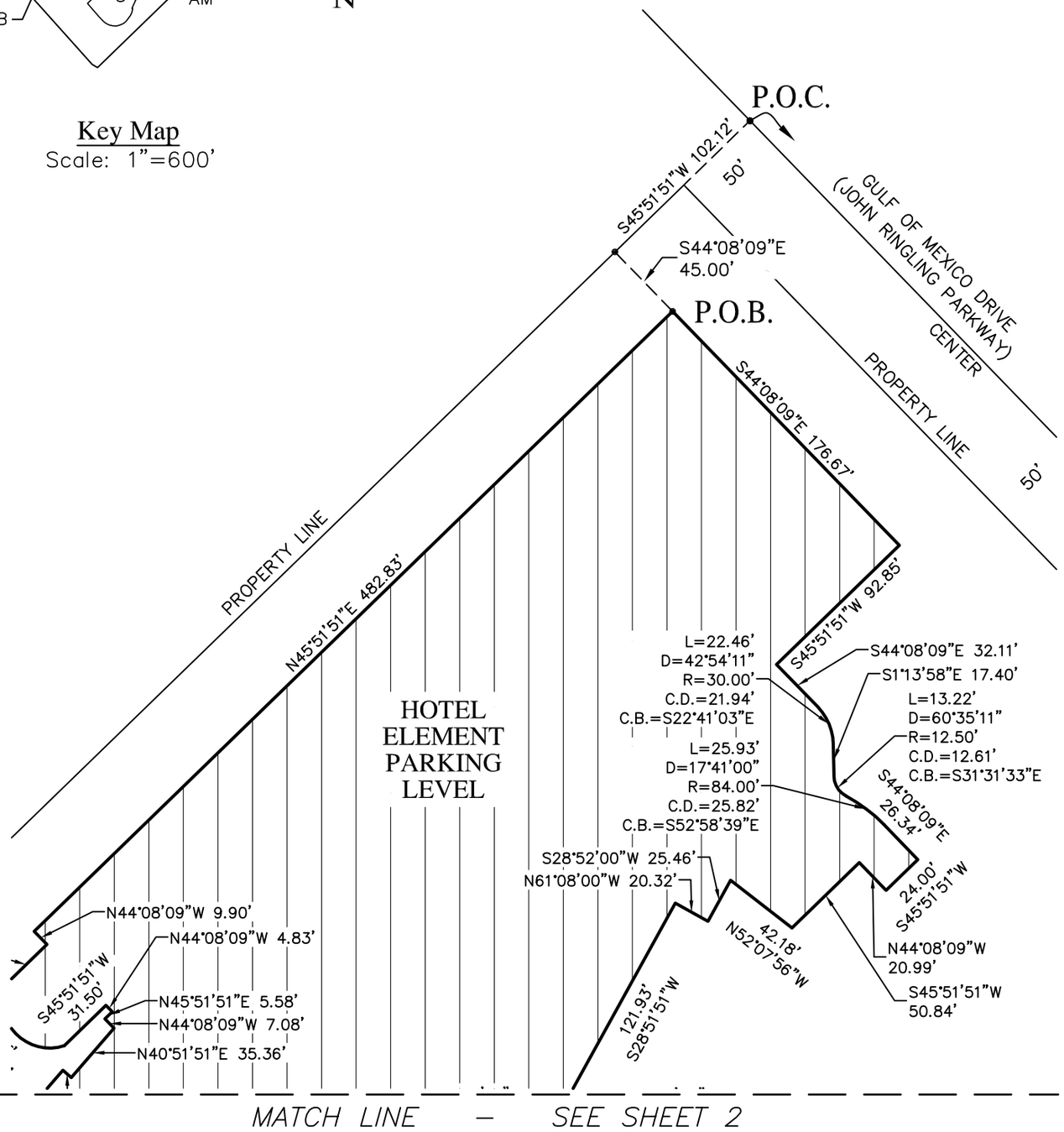
LEGAL DESCRIPTION OF HOTEL ELEMENT



H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR

N

Key Map
Scale: 1"=600'



MATCH LINE – SEE SHEET 2

0 80
Graphic Scale In Feet

Lying generally below Elevation 28.25'
(North American Vertical Datum 1988)

North

Sketch To Accompany Legal Description
Hotel Element - Parking Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
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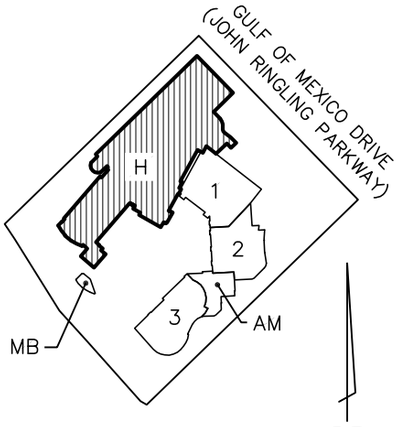
Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020



H – HOTEL
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AM – AMENITIES BLDG
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N

Key Map
Scale: 1"=600'

MATCH LINE – SEE SHEET 1

HOTEL ELEMENT
PARKING LEVEL

HOTEL ELEMENT
PARKING LEVEL

PROPERTY LINE

N45°51'51"E 31.50'
N44°08'09"W 9.90'
N44°08'09"W 4.83'
S45°51'51"W 31.50'
N45°51'51"E 5.58'
N44°08'09"W 7.08'
N40°51'51"E 35.36'
L=57.15'
D=127°55'57"
R=25.60'
C.D.=46.00'
C.B.=N44°08'09"W
S49°08'25"E 6.01'
N40°51'51"E 189.11'
N28°51'51"E 4.00'
N61°08'09"W 10.00'
S28°51'51"W 4.00'
N61°08'09"W 1.51'
S28°51'51"W 4.00'
N61°08'09"W 6.53'
N28°51'51"E 12.00'
N61°08'09"W 27.92'
N28°51'51"E 9.59'
N61°08'09"W 2.00'
S28°51'40"W 65.96'
S28°52'00"W 25.46'
N61°08'00"W 20.32'
121.93'
S28°51'51"W
S28°51'51"W 22.20'
S61°08'09"E 7.67'
S61°08'09"E 8.75'
S28°51'47"W 20.00'
N61°08'09"W 2.25'
S61°08'20"E 3.24'
N28°50'11"E 1.83'
S61°08'20"E 11.37'
S28°51'40"W 40.80'
85.25'
N60°58'29"W
N61°08'20"W 2.50'
S28°52'43"W 2.86'
N61°08'09"W 8.63'
S28°51'51"W 19.67'
S40°51'39"W 173.19'
S49°08'09"E 1.89'
N49°08'09"W 3.48'
N40°51'51"E 17.62'
N40°51'51"E 13.53'
N40°51'11"E 0.99'
N49°08'09"W 27.00'
S40°52'31"W 0.99'
L=41.60'
D=17°01'31"
R=140.00'
C.D.=41.45'
C.B.=N35°05'22"W
L=41.60'
D=17°01'31"
R=140.00'
C.D.=41.45'
C.B.=N63°10'55"W
S49°08'09"E 15.11'
S40°51'51"W 1.83'
S49°08'09"E 16.35'
S40°51'51"W 7.67'
S49°07'18"E 20.11'
34.17'
N40°51'51"E
60.58'
S40°51'51"W
59.83'
N49°08'09"W
S40°51'51"W 5.37'
N49°08'09"W 18.75'

Lying generally below Elevation 28.25'
(North American Vertical Datum 1988)

0 80
Graphic Scale In Feet

North

Sketch To Accompany Legal Description
Hotel Element - Parking Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

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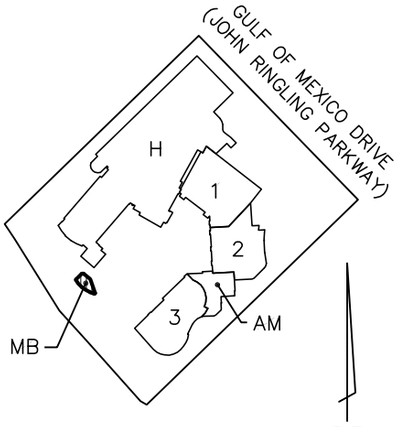
Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

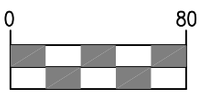
On: June, 2020



Key Map

Scale: 1"=600'

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR



Graphic Scale In Feet

Sketch To Accompany Legal Description
Hotel Element - Monkey Bar
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

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On: June, 2020

HOTEL ELEMENT
PARKING LEVEL

Legal Description:

A portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the Northwesterly boundary line of the property of St Regis Resort and Residences Condominium, and its Northeasterly prolongation thereof, South 45°51’51” West for a distance of 102.12 feet to a point; thence run at right angles to the last described course South 44°08’09” East for a distance of 45.00 feet to the POINT OF BEGINNING of the following described parcel of land: thence run South 44° 08' 09" East for a distance of 176.67 feet to a point; thence run South 45° 51' 51" West for a distance of 92.85 feet to a point; thence run South 44° 08' 09" East for a distance of 32.11 feet to a Point of Curvature of a circular curve concave to the Southwest; thence run Southeasterly along the arc of said curve to the right having a radius of 30.00 feet, a central angle of 42° 54' 11", a chord length of 21.94 feet along a chord bearing of South 22° 41' 03" East, for an arc distance of 22.46 feet to a Point of Tangency; thence run South 01° 13' 58" East for a distance of 17.40 feet to a Point of Curvature of a circular curve concave to the Northeast; thence run Southeasterly along the arc of said curve to the left having a radius of 12.50 feet, a central angle of 60° 35' 11", a chord length of 12.61 feet along a chord bearing of South 31° 31' 33" East, for an arc distance of 13.22 feet to a Point of Reverse Curvature of a circular curve concave to the Southwest; thence run Southeasterly along the arc of said curve to the right having a radius of 84.00 feet, a central angle of 17° 41' 00", a chord length of 25.82 feet along a chord bearing of South 52° 58' 39" East, for an arc distance of 25.93 feet to a point to a Point of Tangency; thence run South 44° 08' 09" East for a distance of 26.34 feet to a point; thence run South 45° 51' 51" West for a distance of 24.00 feet to a point; thence run North 44° 08' 09" West for a distance of 20.99 feet to a point; thence run South 45°51’51” West for a distance of 50.84 feet to a point; thence run North 52°07’56” West for a distance of 42.18 feet to a point; thence run South 28°52’00” West for a distance of 25.46 feet to a point; thence run North 61°08’00” West for a distance of 20.32 feet to a point; thence run South 28° 51' 51" West for a distance of 121.93 feet to a point; thence run South 61° 08' 09" East for a distance of 7.67 feet to a point; thence run South 28° 51' 51" West for a distance of 22.20 feet to a point; thence run South 61° 08' 09" East for a distance of 8.75 feet to a point; thence run South 28° 51' 47" West for a distance of 20.00 feet to a point; thence run North 61° 08' 09" West for a distance of 2.25 feet to a point; thence run South 28° 51' 40" West for a distance of 65.96 feet to a point; thence run South 61° 08' 20" East for a distance of 3.24 feet to a point; thence run North 28° 50' 11" East for a distance of 1.83 feet to a point; thence run South 61° 08' 20" East for a distance of 11.37 feet to a point; thence run South 28° 51' 40" West for a distance of 40.80 feet to a point; thence run North 61° 08' 20" West for a distance of 2.50 feet to a point; thence run South 28° 52' 43" West for a distance of 2.86 feet to a point; thence run North 61° 08' 09" West for a distance of 8.63 feet to a point; thence run South 28° 51' 51" West for a distance of 19.67 feet to a point; thence run North 60° 58' 29" West for a distance of 85.25 feet to a point; thence run North 28° 51' 51" East for a distance of 9.59 feet to a point; thence run North 61° 08' 09" West for a distance of 27.92 feet to a point; thence run North 28° 51' 51" East for a distance of 12.00 feet to a point; thence run North 61° 08' 09" West for a distance of 6.53 feet to a point; thence run South 28° 51' 51" West for a distance of 4.00 feet to a point; thence run North 61° 08' 09" West for a distance of 2.00 feet to a point; thence run North 28° 51' 51" East for a distance of 4.00 feet to a point; thence run North 61° 08' 09" West for a distance of 10.00 feet to a point; thence run South 28° 51' 51" West for a distance of 4.00 feet to a point; thence run North 61° 08' 09" West for a distance of 1.51 feet to a point; thence run South 40° 51' 39" West for a distance of 173.19 feet to a point; thence run South 49° 08' 09" East for a distance of 15.11 feet to a point; thence run South 40° 51' 51" West for a distance of 1.83 feet to a point; thence run South 49° 08' 09" East for a distance of 16.35 feet to a point; thence run South 40° 51' 51" West for a distance of 7.67 feet to a point; thence run South 49° 07' 18" East for a distance of 20.11 feet to a point; thence run South 40° 51' 51" West for a distance of 60.58 feet to a point; thence run North 49° 08' 09" West for a distance of 59.83 feet to a point; thence run North 40° 51' 51" East for a distance of 34.17 feet to a point; thence run North

49° 08' 09" West for a distance of 18.75 feet to a point; thence run South 40° 51' 51" West for a distance of 5.37 feet to a point on the next described circular curve concave to the Northeast; thence run Northwesterly along the arc of said curve to the right having a radius of 140.00 feet, a central angle of 17° 01' 31" ,a chord length of 41.45 feet along a chord bearing of North 63° 10' 55" West, for an arc distance of 41.60 feet to a point; thence run South 40° 52' 31" West for a distance of 0.99 feet to a point; thence run North 49° 08' 09" West for a distance of 27.00 feet to a point; thence run North 40° 51' 11" East for a distance of 0.99 feet to a point on the next described circular curve concave to the Northeast; thence run Northwest along the arc of said curve to the right having a radius of 140.00 feet, a central angle of 17° 01' 31", a chord length of 41.45 feet along a chord bearing of North 35° 05' 22" West, for an arc distance of 41.60 feet to a point; thence run North 40° 51' 51" East for a distance of 17.62 feet to a point; thence run South 49° 08' 09" East for a distance of 1.89 feet to a point; thence run North 40° 51' 51" East for a distance of 13.53 feet to a point; thence run North 49° 08' 09" West for a distance of 3.48 feet to a point; thence run North 40° 51' 51" East for a distance of 189.11 feet to a point; thence run South 49° 08' 25" East for a distance of 6.01 feet to a point; thence run North 40° 51' 51" East for a distance of 35.36 feet to a point; thence run North 44° 08' 09" West for a distance of 7.08 feet to a point; thence run North 45° 51' 51" East for a distance of 5.58 feet to a point; thence run North 44° 08' 09" West for a distance of 4.83 feet to a point; thence run South 45° 51' 51" West for a distance of 31.50 feet to a point on the next described circular curve concave to the Northeast; thence run Northwest along the arc of said curve to the right having a radius of 25.60 feet, a central angle of 127° 55' 57", a chord length of 46.00 feet along a chord bearing of North 44° 08' 09" West, for an arc distance of 57.15 feet to a point; thence run North 45° 51' 51" East for a distance of 31.50 feet to a point; thence run North 44° 08' 09" West for a distance of 9.90 feet to a point; thence run North 45° 51' 51" East for a distance of 482.83 feet to the POINT OF BEGINNING.

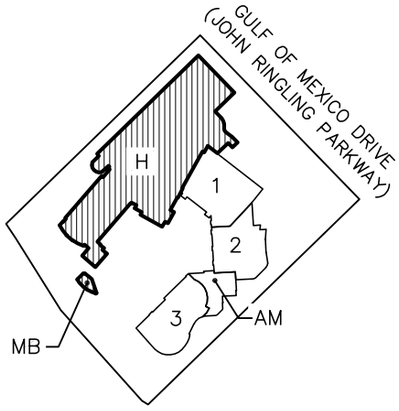
Said parcel of land lying generally below Elevation 28.25 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 338.11 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 894.87 feet to the POINT OF BEGINNING of the following described parcel of land; thence run South 18°51’27” East for a distance of 53.75 feet to a point on the next described non-tangent circular curve concave to the Northeast; thence run Northwesterly along the arc of said curve to the right having a radius of 106.84 feet, a central angle of 45°39’38”, a chord distance of 82.91 feet through a chord bearing of North 53°45’22” West, for an arc distance of 85.14 feet to a point; thence run North 45°51’51” East for a distance of 32.99 feet to a point; thence run South 50°42’49” East for a distance of 33.36 feet to the POINT OF BEGINNING.

Said parcels of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).



H – HOTEL
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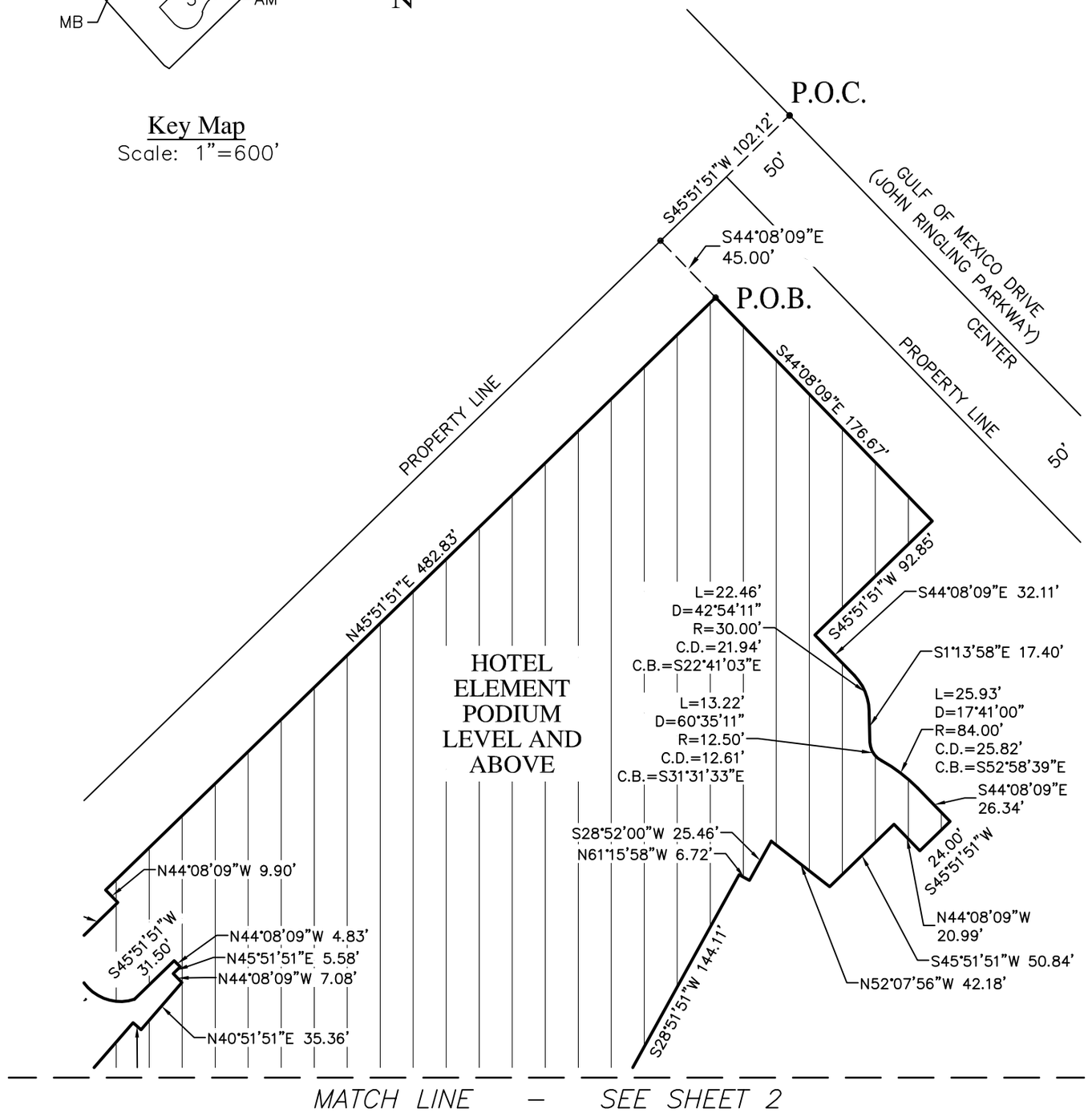
AM – AMENITIES BLDG
MB – MONKEY BAR

N

Key Map
Scale: 1"=600'



MATCH LINE – SEE SHEET 2

0 80
Graphic Scale In Feet

Lying generally at and above Elevation 22.58'
(North American Vertical Datum 1988)

North

Sketch To Accompany Legal Description
Hotel Element - Podium Level and Above
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

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Prepared By:
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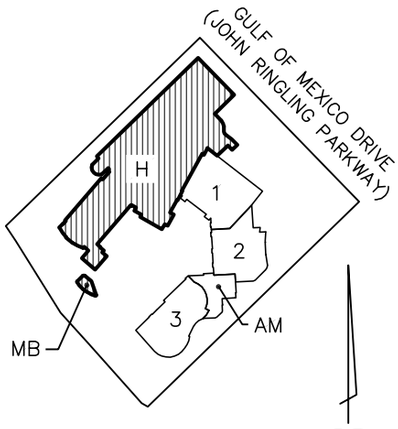

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AM – AMENITIES BLDG
MB – MONKEY BAR

N

Key Map
Scale: 1"=600'

MATCH LINE – SEE SHEET 2

HOTEL ELEMENT PODIUM LEVEL AND ABOVE

PROPERTY LINE

C.D.=12.61'
C.B.=S31°31'33"E
S28°52'00"W 25.46'
N61°15'58"W 6.72'
S28°51'51"W 144.11'
S61°08'09"E 2.82'
N61°08'09"W 2.25'
S28°51'37"W 48.95'
S61°08'20"E 14.62'
S28°51'40"W 43.67'
N61°08'09"W 11.13'
S28°51'51"W 19.67'
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L=57.15'
D=127°55'57"
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C.D.=46.00'
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N40°51'51"E 17.62'
N49°08'09"W 3.48'
N40°51'51"E 13.53'
N40°51'11"E 0.99'
N49°08'09"W 27.00'
S40°52'31"W 0.99'
L=41.60'
D=17°01'31"
R=140.00'
C.D.=41.45'
C.B.=N35°05'22"W
L=41.60'
D=17°01'31"
R=140.00'
C.D.=41.45'
C.B.=N63°10'55"W
S40°51'51"W 5.37'
N49°08'09"W 18.75'
34.17'
N40°51'51"E
59.83'
N49°08'09"W
60.58'
S40°51'51"W
S49°08'09"E 15.11'
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Lying generally at and above Elevation 22.58'
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Graphic Scale In Feet

Sketch To Accompany Legal Description
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FL 32819

On: June, 2020

HOTEL ELEMENT
PODIUM LEVEL AND ABOVE

Legal Description:

A portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the Northwesterly boundary line of the property of St Regis Resort and Residences Condominium, and its Northeasterly prolongation thereof, South 45°51’51” West for a distance of 102.12 feet to a point; thence run at right angles to the last described course South 44°08’09” East for a distance of 45.00 feet to the POINT OF BEGINNING of the following described parcel of land; thence run South 44° 08' 09" East for a distance of 176.67 feet to a point; thence run South 45° 51' 51" West for a distance of 92.85 feet to a point; thence run South 44° 08' 09" East for a distance of 32.11 feet to a Point of Curvature of a circular curve concave to the Southwest; thence run Southeasterly along the arc of said curve to the right having a radius of 30.00 feet, a central angle of 42° 54' 11", a chord length of 21.94 feet along a chord bearing of South 22° 41' 03" East, for an arc distance of 22.46 feet to a Point of Tangency; thence run South 01° 13' 58" East for a distance of 17.40 feet to a Point of Curvature of a circular curve concave to the Northeast; thence run Southeasterly along the arc of said curve to the left having a radius of 12.50 feet, a central angle of 60° 35' 11", a chord length of 12.61 feet along a chord bearing of South 31° 31' 33" East, for an arc distance of 13.22 feet to a Point of Reverse Curvature of a circular curve concave to the Southwest; thence run Southeasterly along the arc of said curve to the right having a radius of 84.00 feet, a central angle of 17° 41' 00", a chord length of 25.82 feet along a chord bearing of South 52° 58' 39" East, for an arc distance of 25.93 feet to a point to a Point of Tangency; thence run South 44° 08' 09" East for a distance of 26.34 feet to a point; thence run South 45° 51' 51" West for a distance of 24.00 feet to a point; thence run North 44° 08' 09" West for a distance of 20.99 feet to a point; thence run South 45°51’51”W for a distance of 50.84 feet to a point; thence run North 52°07’56” West for a distance of 42.18 feet to a point; thence run South 28° 52' 00" West for a distance of 25.46 feet to a point; thence run North 61° 15' 58" West for a distance of 6.72 feet to a point; thence run South 28° 51' 51" West for a distance of 144.11 feet to a point; thence run South 61° 08' 09" East for a distance of 2.82 feet to a point; thence run South 28° 51' 47" West for a distance of 35.18 feet to a point; thence run North 61°08’09” West for a distance of 2.25 feet to a point; thence run South 28°51’37”W for a distance of 48.95 feet to a point; thence run South 61°08’09” East for a distance of 14.62 feet to a point; thence run South 28°51’40” West for a distance of 43.67 feet to a point; thence run North 61° 08' 09" West for a distance of 11.13 feet to a point; thence run South 28° 51' 51" West for a distance of 19.67 feet to a point; thence run North 60° 58' 29" West for a distance of 85.25 feet to a point; thence run North 28° 51' 51" East for a distance of 9.59 feet to a point; thence run North 61° 08' 09" West for a distance of 27.92 feet to a point; thence run North 28° 51' 51" East for a distance of 12.00 feet to a point; thence run North 61° 08' 09" West for a distance of 18.53 feet to a point; thence run South 28° 51' 51" West for a distance of 4.00 feet to a point; thence run North 61° 08' 09" West for a distance of 2.00 feet to a point; thence run North 28° 51' 51" East for a distance of 4.00 feet to a point; thence run North 61° 08' 09" West for a distance of 10.00 feet to a point; thence run South 28° 51' 51" West for a distance of 4.00 feet to a point; thence run North 61° 08' 09" West for a distance of 1.51 feet to a point; thence run South 40° 51' 39" West for a distance of 173.19 feet to a point; thence run South 49° 08' 09" East for a distance of 15.11 feet to a point; thence run South 40° 51' 51" West for a distance of 1.83 feet to a point; thence run South 49° 08' 09" East for a distance of 16.35 feet to a point; thence run South 40° 51' 51" West for a distance of 7.67 feet to a point; thence run South 49° 07' 18" East for a distance of 20.11 feet to a point; thence run South 40° 51' 51" West for a distance of 60.58 feet to a point; thence run North 49° 08' 09" West for a distance of 59.83 feet to a point; thence run North 40° 51' 51" East for a distance of 34.17 feet to a point; thence run North 49° 08' 09" West for a distance of 18.75 feet to a point; thence run South 40° 51' 51" West for a distance of 5.37 feet to a point on the next described circular curve concave to the Northeast; thence run Northwesterly along the arc of said curve to the right having a radius of 140.00 feet, a central angle of 17° 01' 31" ,a chord length of 41.45 feet along a chord bearing of North 63° 10' 55" West, for an arc distance of 41.60 feet to a point;

thence run South 40° 52' 31" West for a distance of 0.99 feet to a point; thence run North 49° 08' 09" West for a distance of 27.00 feet to a point; thence run North 40° 51' 11" East for a distance of 0.99 feet to a point on the next described circular curve concave to the Northeast; thence run Northwest along the arc of said curve to the right having a radius of 140.00 feet, a central angle of 17° 01' 31", a chord length of 41.45 feet along a chord bearing of North 35° 05' 22" West, for an arc distance of 41.60 feet to a point; thence run North 40° 51' 51" East for a distance of 17.62 feet to a point; thence run South 49° 08' 09" East for a distance of 1.89 feet to a point; thence run North 40° 51' 51" East for a distance of 13.53 feet to a point; thence run North 49° 08' 09" West for a distance of 3.48 feet to a point; thence run North 40° 51' 51" East for a distance of 189.11 feet to a point; thence run South 49° 08' 25" East for a distance of 6.01 feet to a point; thence run North 40° 51' 51" East for a distance of 35.36 feet to a point; thence run North 44° 08' 09" West for a distance of 7.08 feet to a point; thence run North 45° 51' 51" East for a distance of 5.58 feet to a point; thence run North 44° 08' 09" West for a distance of 4.83 feet to a point; thence run South 45° 51' 51" West for a distance of 31.50 feet to a point on the next described circular curve concave to the Northeast; thence run Northwest along the arc of said curve to the right having a radius of 25.60 feet, a central angle of 127° 55' 57", a chord length of 46.00 feet along a chord bearing of North 44° 08' 09" West, for an arc distance of 57.15 feet to a point; thence run North 45° 51' 51" East for a distance of 31.50 feet to a point; thence run North 44° 08' 09" West for a distance of 9.90 feet to a point; thence run North 45° 51' 51" East for a distance of 482.83 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 22.58 feet, North American Vertical Datum of 1988 (N.G.V.D. 88).

Said parcel of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

Note: “First Level and Above” description includes portions of the “Parking Level” volume.

EXHIBIT "B-2"

LEGAL DESCRIPTION OF RESIDENTIAL ELEMENT

COURSE & DISTANCE LIST

FROM P.O.B.(1)

1. S52°08'09"E, 8.58'
2. S37°51'51"W, 8.17'
3. S52°08'09"E, 7.42'
4. S37°51'51"W, 8.58'
5. N52°08'09"W, 16.00'
6. N37°51'51"E, 16.75'

FROM P.O.B.(2)

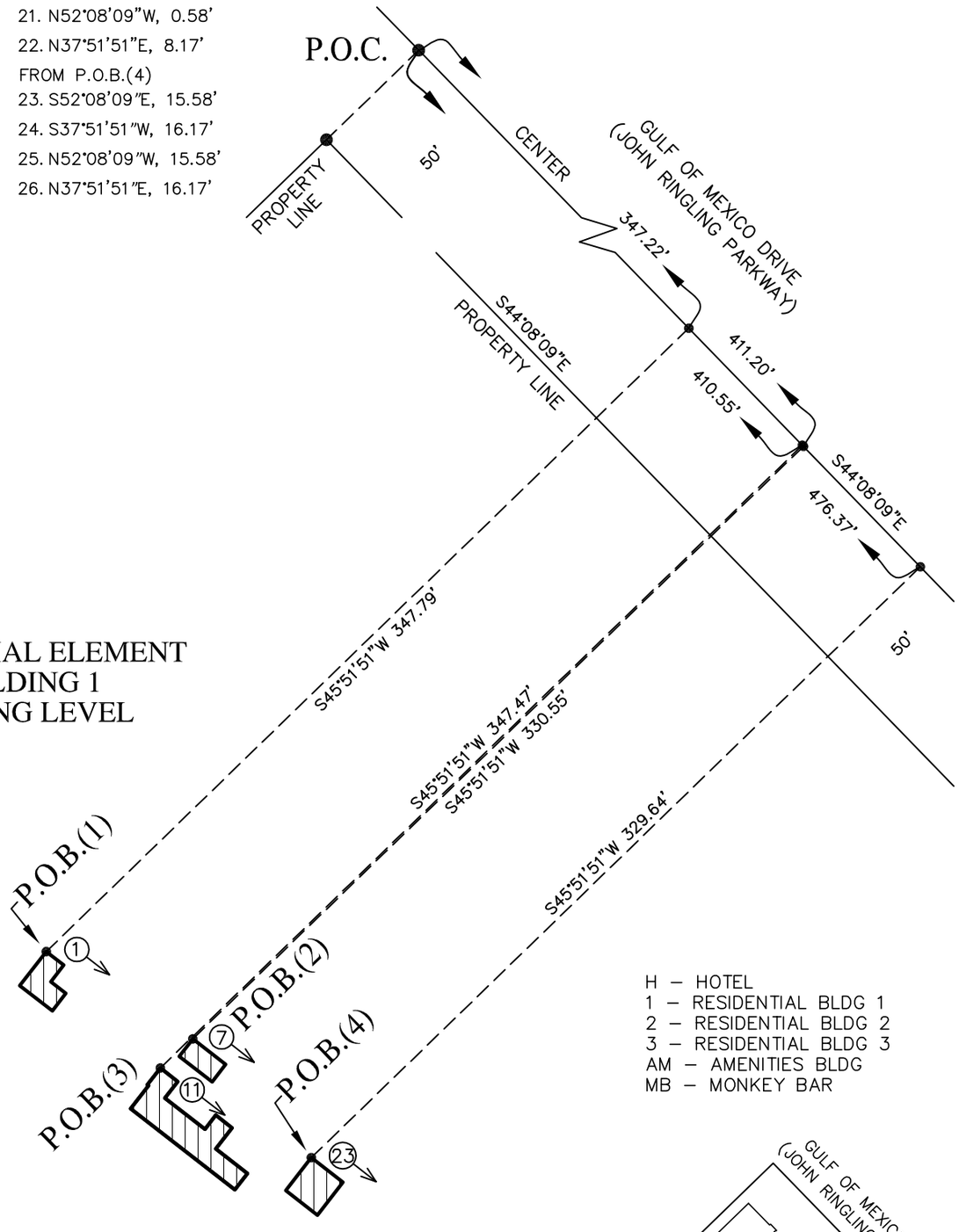
7. S52°08'09"E, 16.17'
8. S37°51'51"W, 8.58'
9. N52°08'09"W, 16.17'
10. N37°51'51"E, 8.58'

FROM P.O.B.(3)

11. S52°08'09"E, 8.58'
12. S37°51'51"W, 8.16'
13. S52°08'09"E, 19.67'
14. N37°51'51"E, 6.91'
15. S52°08'09"E, 8.00'
16. S37°51'51"W, 10.32'
17. S52°08'09"E, 15.58'
18. S37°51'51"W, 8.00'
19. N52°08'09"W, 51.25'
20. N37°51'51"E, 11.41'
21. N52°08'09"W, 0.58'
22. N37°51'51"E, 8.17'

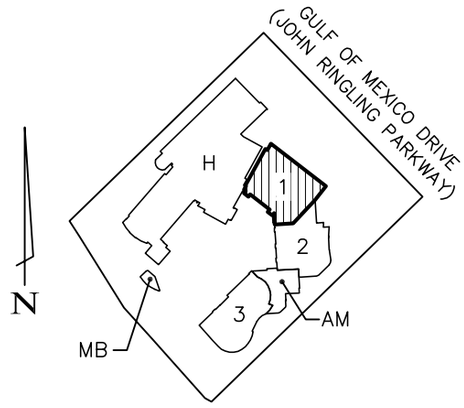
FROM P.O.B.(4)

23. S52°08'09"E, 15.58'
24. S37°51'51"W, 16.17'
25. N52°08'09"W, 15.58'
26. N37°51'51"E, 16.17'



RESIDENTIAL ELEMENT
BUILDING 1
PARKING LEVEL

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR



Key Map
Scale: 1"=600'

Lying generally below Elevation 22.58' (North American Vertical Datum 1988)

0 60
Graphic Scale In Feet

Sketch To Accompany Legal Description
Residential Element - Building 1 Parking Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

North

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio Way #200, Orlando, FL 32819

On: June, 2020

K:\MISC\ST REGIS LONGBOAT KEY PROJECT\Plots\Residential Parcel\Plots\Building 1\Plot-Residential Bldg 1-Parking Level 1.dwg, 7/16/2020 10:40:15 AM

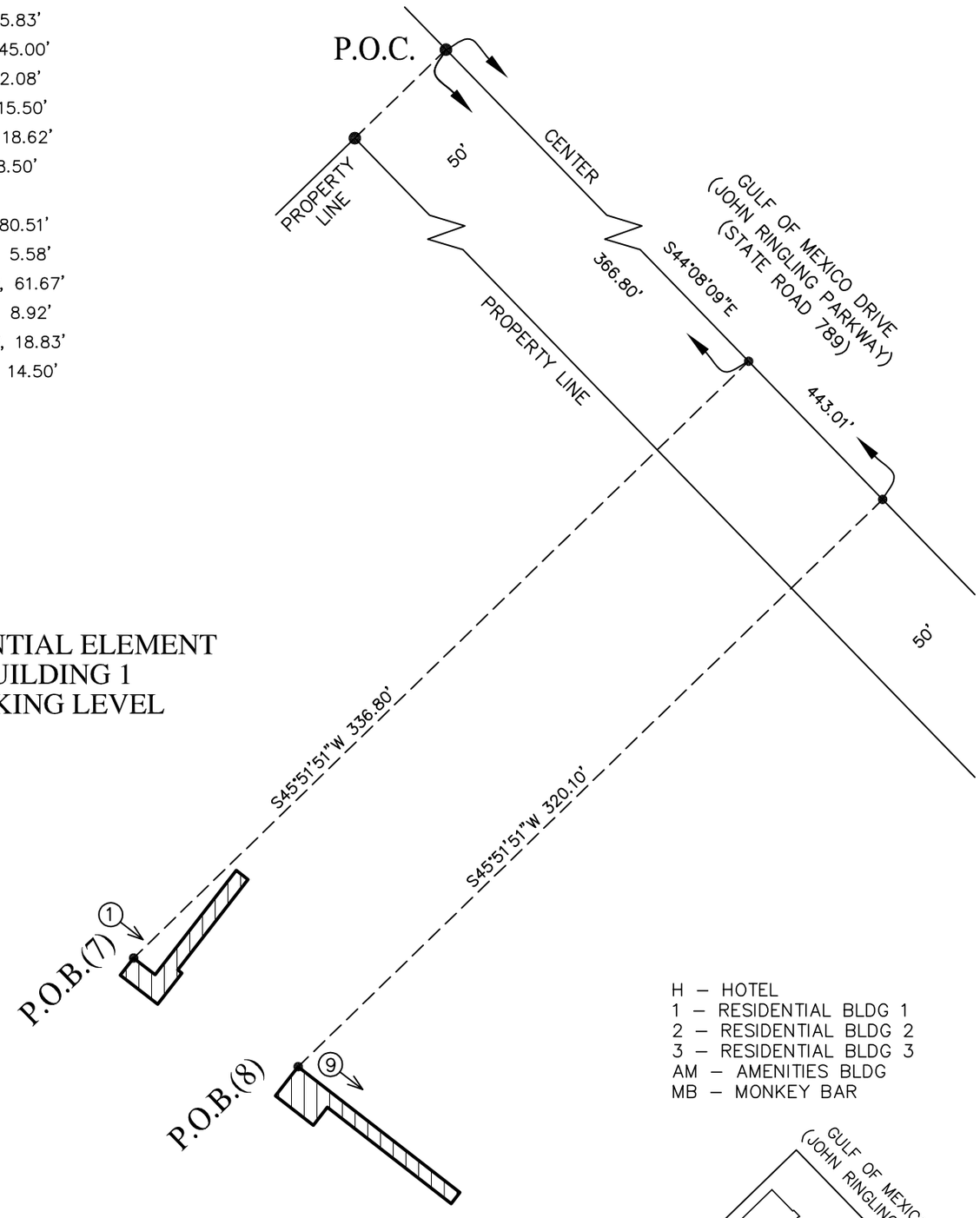
COURSE & DISTANCE LIST

FROM P.O.B.(7)

1. S52°08'09"E, 10.71'
2. N37°51'51"E, 52.00'
3. S52°08'09"E, 5.83'
4. S37°51'51"W, 45.00'
5. S52°08'09"E, 2.08'
6. S37°51'51"W, 15.50'
7. N52°08'09"W, 18.62'
8. N37°51'51"E, 8.50'

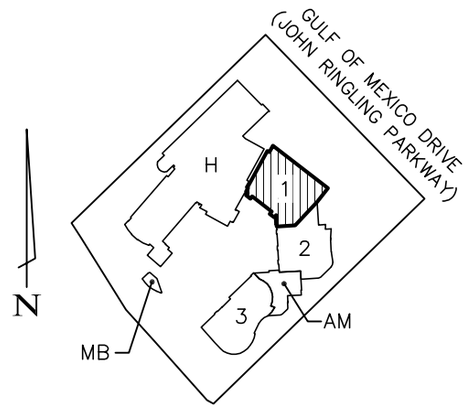
FROM P.O.B.(8)

9. S52°08'09"E, 80.51'
10. S37°51'51"W, 5.58'
11. N52°08'09"W, 61.67'
12. S37°51'51"W, 8.92'
13. N52°08'09"W, 18.83'
14. N37°51'51"E, 14.50'



RESIDENTIAL ELEMENT
BUILDING 1
PARKING LEVEL

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR



Key Map

Scale: 1"=600'

Lying generally below Elevation 22.58'
(North American Vertical Datum 1988)

0 60

Graphic Scale In Feet

North

Sketch To Accompany Legal Description
Residential Element - Building 1 Parking Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
BUILDING 1
PARKING LEVEL

Legal Description:

Portions of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 347.22 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 347.79 feet to the POINT OF BEGINNING (P.O.B. 1) of the following described parcel of land; thence run South 52°08'09" East, for a distance of 8.58 feet to a point; thence run South 37°51'51" West for a distance of 8.17 feet to a point; thence run South 52°08'09" East for a distance of 7.42 feet to a point; thence run South 37°51'51" West for a distance of 8.58 feet to a point; thence run North 52°08'09" West for a distance of 16.00 to a point; thence run North 37°51'51" East for a distance of 16.75 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88)

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 411.20 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 330.55 feet to the POINT OF BEGINNING (P.O.B. 2) of the following described parcel of land; thence run South 52°08'09" East for a distance of 16.17 feet to a point; thence run South 37°51'51" West for a distance of 8.58 feet to a point; thence run North 52°08'09" West for a distance of 16.17 feet to a point; thence run North 37°51'51" East for a distance of 8.58 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.G.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 410.55 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 347.47 feet to the POINT OF BEGINNING (P.O.B. 3) of the following described parcel of land; thence run South 52°08'09" East for a distance of 8.58 feet to a point; thence run South 37°51'51" West for a distance of 8.16 feet to a point; thence run South 52°08'09" East for a distance of 19.67 feet to a point; thence run

to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88)

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard

(John Ringling Parkway) South 44°08’09” East for a distance of 476.37 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 329.64 feet to the POINT OF BEGINNING (P.O.B. 4) of the following described parcel of land; thence run South 52°08’09” East for a distance of 15.58 feet to a point; thence run South 37°51’51” West for a distance of 16.17 feet to a point; thence run North 52°08’09” West for a distance of 15.58 feet to a point; thence run North 37°51’51” East for a distance of 16.17 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88)

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 367.35 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 336.80 feet to the POINT OF BEGINNING (P.O.B. 5) of the following described parcel of land; thence run South 52°08’09” East for a distance of 10.71 feet to a point; thence run North 37°51’51” East for a distance of 52.00 feet to a point; thence run South 52°08’09”E for a distance of 5.83 feet to a point; thence run South 37°51’51” West for a distance of 45.00 feet to a point; thence run South 52°08’09” East for a distance of 2.08 feet to a point; thence run South 37°51’51” West for a distance of 15.50 feet to a point; thence run North 52°08’09”W for a distance of 18.62 feet to a point; thence run North 37°51’51” East for a distance of 8.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

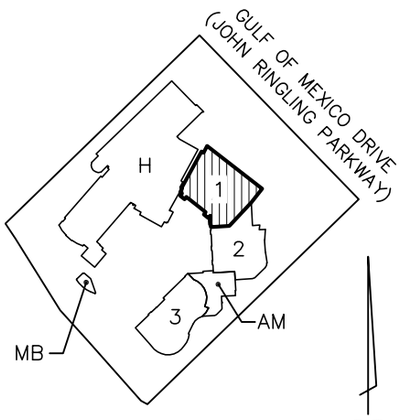
Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 443.01 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 320.10 feet to the POINT OF BEGINNING (P.O.B. 6) of the following described parcel of land; thence run South 52°08’09” East for a distance of 80.51 feet to a point; thence run South 37°51’51” West for a distance of 5.58 feet to a point; thence run North 52°08’09” West for a distance of 61.67 feet to a point; thence run South 37°51’51” West for a distance of 8.92 feet to a point; thence run North 52°08’09” West for a distance of 18.83 feet to a point; thence run North 37°51’51” East for a distance of 14.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Said parcels of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

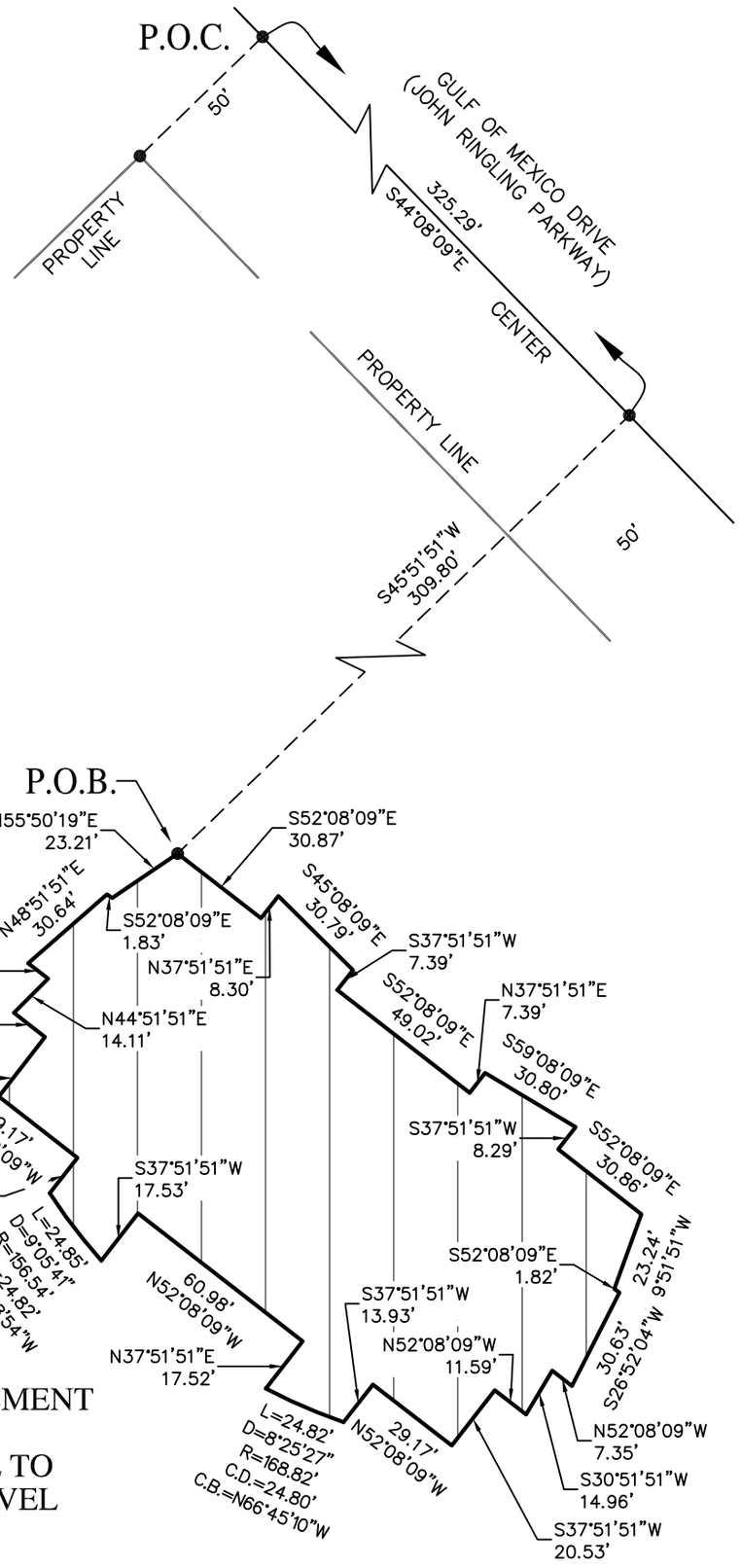
Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).



Key Map

Scale: 1"=600'

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR



RESIDENTIAL ELEMENT
BUILDING 1
PODIUM LEVEL TO
PENTHOUSE LEVEL

Graphic Scale
0 50
1 inch = 50 feet

Lying generally at and above Elevation 22.58'
and below Elevation 88.50'
(North American Vertical Datum 1988)

North

Sketch To Accompany Legal Description
Residential Element - Building 1 Podium Level to Penthouse Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
BUILDING 1
PODIUM LEVEL to PENTHOUSE LEVEL

Legal Description:

A portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 325.29 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 309.80 feet to the POINT OF BEGINNING of the following described parcel of land; thence run South 52°08'09" East for a distance of 30.87 feet to a point; thence run North 37°51'51" East for a distance of 8.30 feet to a point; thence run South 45°08'09" East for a distance of 30.79 feet to a point; thence run South 37°51'51" West for a distance of 7.39 feet to a point; thence run South 52°08'09" East for a distance of 49.02 feet to a point; thence run North 37°51'51" East for a distance of 7.39 feet to a point; thence run South 59°08'09" East for a distance of 30.80 feet to a point; thence run South 37°51'51" West for a distance of 8.29 feet to a point; thence run South 52°08'09" East for a distance of 30.86 feet to a point; thence run South 19°51'51" West for a distance of 23.24 feet to a point; thence run South 52°08'09" East for a distance of 1.82 feet to a point; thence run South 26°52'04" West for a distance of 30.63 feet to a point; thence run North 52°08'09" West for a distance of 7.35 feet to a point; thence run South 30°51'51" West for a distance of 14.96 feet to a point; thence run North 52°08'09" West for a distance of 11.59 feet to a point; thence run South 37°51'51" West for a distance of 20.53 feet to a point; thence run North 52°08'09" West for a distance of 29.17 feet to a point; thence run South 37°51'51" West for a distance of 13.93 feet to a point on the next described non-tangent circular curve concave to the Northeast; thence run Northwesterly along the arc of said curve to the right having a radius of 168.82 feet, a central angle of 08°25'27", a chord length of 24.80 feet along a chord bearing of North 66°45'10" West, for an arc distance of 24.82 feet to a point; thence run North 37°51'51" East for a distance of 17.52 feet to a point; thence run North 52°08'09" West for a distance of 60.98 feet to a point; thence run South 37°51'51" West for a distance of 17.53 feet to a point on the next described circular curve concave to the Northeast; thence run Northwesterly along the arc of said curve to the right having a radius of 156.54 feet, a central angle of 09°05'41", a chord length of 24.82 feet along a chord bearing of North 37°18'54" West, for an arc distance of 24.85 feet to a point; thence run North 37°51'51" East for a distance of 13.12 feet to a point; thence run North 52°08'09" West for a distance of 29.17 feet to a point; thence run North 37°51'51" East for a distance of 22.09 feet to a point; thence run North 52°08'09" West for a distance of 11.49 feet to a point; thence run North 44°51'51" East for a distance of 14.11 feet to a point; thence run North 52°08'09" West for a distance of 7.35 feet to a point; thence run North 48°51'51" East for a distance of 30.64 feet to a point; thence run South 52°08'09" East for a distance of 1.83 feet to a point; thence run North 55°50'19" East for a distance of 23.21 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 22.58 feet and below Elevation 88.50 feet, North American Vertical Datum of 1988 (N.A.V.D. 88)

Said parcel of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

COURSE & DISTANCE LIST

FROM P.O.B.(1)

1. S52°08'09"E, 9.27'
2. S37°51'51"W, 7.52'
3. N52°08'09"W, 9.27'
4. N37°51'51"E, 7.52'

FROM P.O.B.(2)

5. S52°08'09"E, 18.50'
6. S37°51'51"W, 8.50'
7. N52°08'09"W, 18.50'
8. N37°51'51"E, 8.50'

FROM P.O.B.(3)

9. S52°08'09"E, 9.27'
10. S37°51'51"W, 7.52'
11. N52°08'09"W, 9.27'
12. N37°51'51"E, 7.52'

FROM P.O.B.(4)

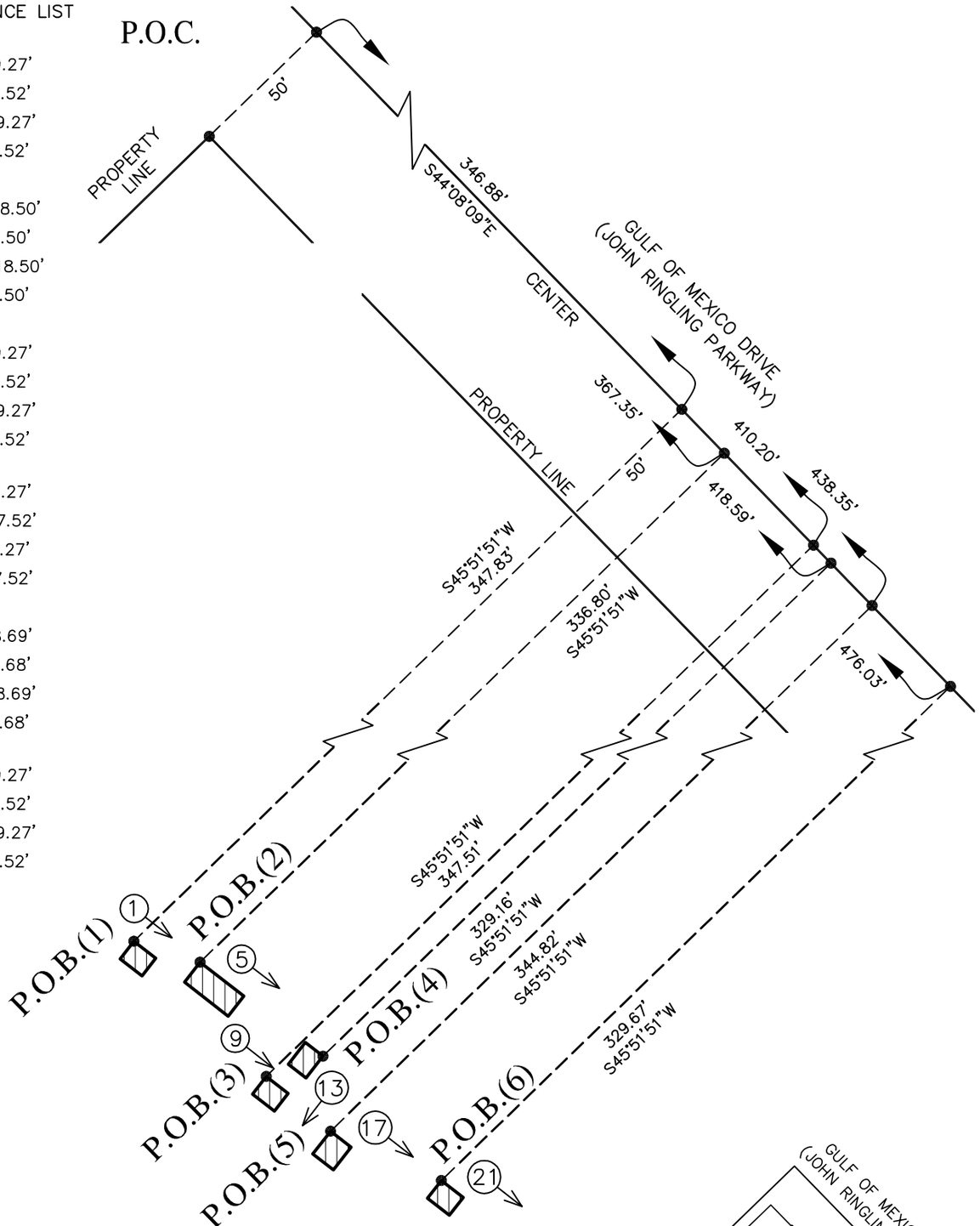
13. S37°51'51"W, 9.27'
14. N52°08'09"W, 7.52'
15. N37°51'51"E, 9.27'
16. S52°08'09"E, 7.52'

FROM P.O.B.(5)

17. S52°08'09"E, 8.69'
18. S37°51'51"W, 9.68'
19. N52°08'09"W, 8.69'
20. N37°51'51"E, 9.68'

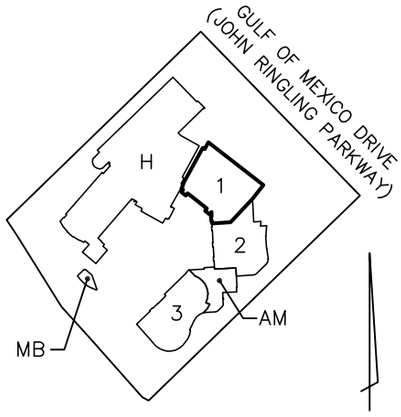
FROM P.O.B(6)

21. S52°08'09"E, 9.27'
22. S37°51'51"W, 7.52'
23. N52°08'09"W, 9.27'
24. N37°51'51"E, 7.52'



RESIDENTIAL ELEMENT
BUILDING 1 ROOF LEVEL

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR



Key Map
Scale: 1"=600'

Lying generally at and above Elevation 88.50'
and below Elevation 97.00'
(North American Vertical Datum 1988)

Graphic Scale
0 50
1 inch = 50 feet

Sketch To Accompany Legal Description
Residential Element - Building 1 Roof Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

North

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
BUILDING 1
ROOF LEVEL

Legal Description:

Portions of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 346.88 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 347.83 feet to the POINT OF BEGINNING (P.O.B. 1) of the following described parcel of land; thence run South 52°08'09" East, for a distance of 9.27 feet to a point; thence run South 37°51'51" West for a distance of 7.52 feet to a point; thence run North 52°08'09" West for a distance of 9.27 to a point; thence run North 37°51'51" East for a distance of 7.52 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 367.35 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 336.80 feet to the POINT OF BEGINNING (P.O.B. 2) of the following described parcel of land; thence run South 52°08'09" East for a distance of 18.50 feet to a point; thence run South 37°51'51" West for a distance of 8.50 feet to a point; thence run North 52°08'09" West for a distance of 18.50 feet to a point; thence run North 37°51'51" East for a distance of 8.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 410.55 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 347.47 feet to the POINT OF BEGINNING (P.O.B. 3) of the following described parcel of land; thence run South 52°08'09" East for a distance of 9.27 feet to a point; thence run South 37°51'51" West for a distance of 7.52 feet to a point; thence run North 52°08'09" West for a distance of 9.27 feet to a point; thence run North 37°51'51" East for a distance of 7.52 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 418.59 feet to a point; thence run at

right angles to the last described course South 45°51’51” West for a distance of 329.16 feet to the POINT OF BEGINNING (P.O.B. 4) of the following described parcel of land; thence run South 37°51’51” West for a distance of 9.27 feet to a point; thence run North 52°08’09” West for a distance of 7.52 feet to a point; thence run North 37°51’51” East for a distance of 9.27 feet; thence run South 52°08’09” East for a distance of 7.52 feet to a point to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 438.35 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 344.82 feet to the POINT OF BEGINNING (P.O.B. 5) of the following described parcel of land; thence run South 52°08’09” East for a distance of 8.69 feet to a point; thence run South 37°51’51” West for a distance of 9.68 feet to a point; thence run North 52°08’09” West for a distance of 8.69 feet to a point; thence run North 37°51’51” East for a distance of 9.68 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 476.03 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 329.67 feet to the POINT OF BEGINNING (P.O.B. 6) of the following described parcel of land; thence run South 52°08’09”East for a distance of 9.27 feet to a point; thence run South 37°51’51” West for a distance of 7.52 feet to a point; thence run North 52°08’09” West for a distance of 9.27 feet to a point; thence run North 37°51’51” East for a distance of 7.52 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Said parcels of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

COURSE & DISTANCE LIST

FROM P.O.B.(1)

1. S03°08'09"E, 15.54'
2. S86°51'51"W, 16.89'
3. N03°08'09"W, 8.58'
4. N86°51'51"E, 8.17'
5. N03°08'09"W, 6.96'
6. N86°51'51"E, 8.72'

FROM P.O.B.(2)

7. S03°08'09"E, 15.58'
8. S86°51'51"W, 16.67'
9. N03°08'09"W, 15.58'
10. N86°51'51"E, 16.67'

FROM P.O.B.(3)

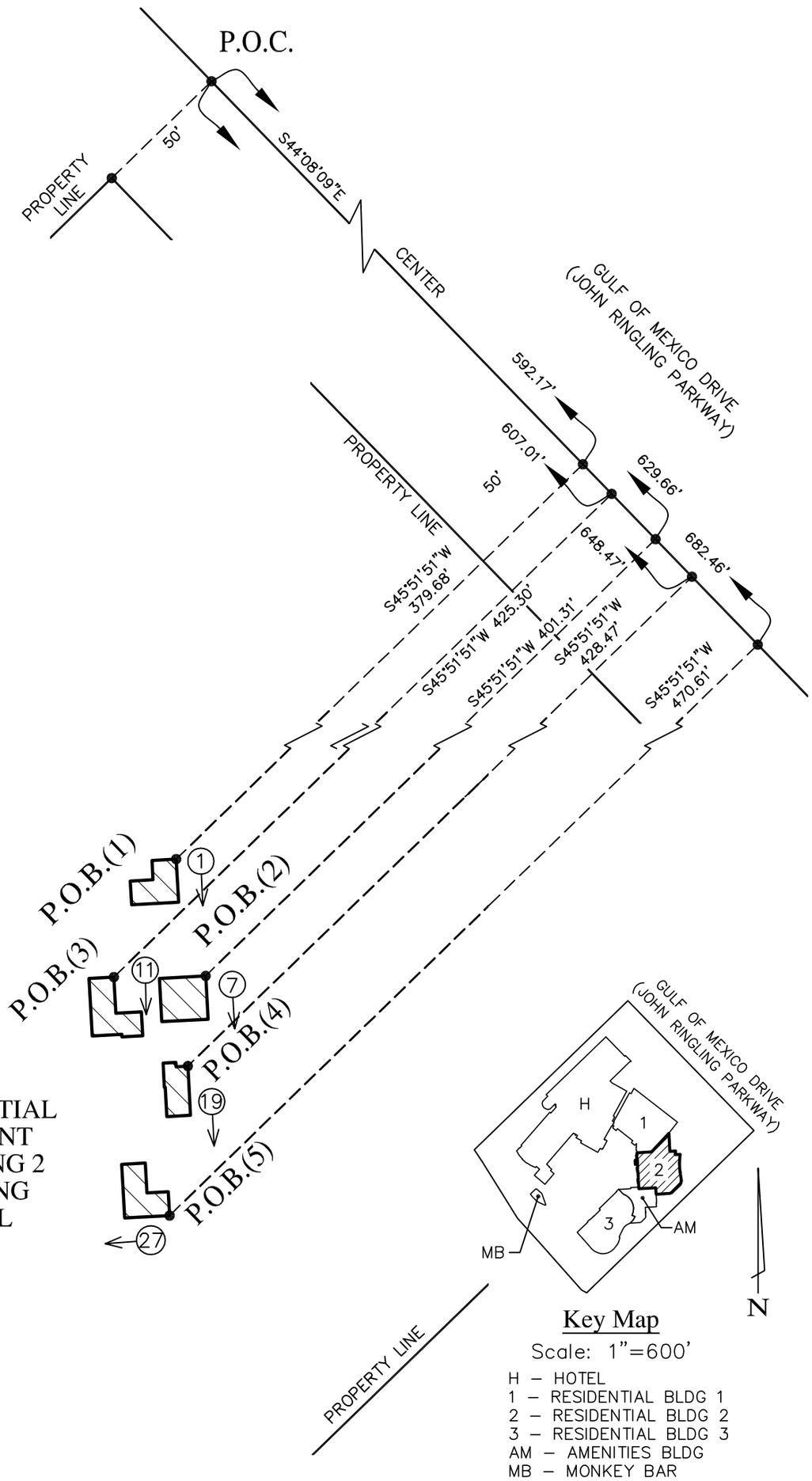
11. S03°08'09"E, 13.00'
12. N86°51'51"E, 9.22'
13. S03°08'09"E, 8.59'
14. S86°51'51"W, 7.50'
15. N03°08'09"W, 0.91'
16. S86°51'51"W, 10.67'
17. N03°08'09"W, 20.67'
18. N86°51'51"E, 8.94'

FROM P.O.B.(4)

19. S03°08'09"E, 17.72'
20. S86°51'51"W, 8.50'
21. N03°08'09"W, 10.58'
22. S86°51'51"W, 0.34'
23. N03°08'09"W, 8.67'
24. N86°51'51"E, 4.64'
25. S03°08'09"E, 1.53'
26. N86°08'09"E, 4.20'

FROM P.O.B.(5)

27. S86°51'51"W, 16.17'
28. N03°08'09"W, 19.33'
29. N86°51'51"E, 8.50'
30. S03°08'09"E, 10.75'
31. N86°51'51"E, 7.67'
32. S03°08'09"E, 8.58'



Key Map

Scale: 1"=600'

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR

Lying generally below Elevation 22.58'
(North American Vertical Datum 1988)

Graphic Scale

0 50

1 inch = 50 feet

Sketch To Accompany Legal Description
Residential Element - Building 2 Parking Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

North

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio Way #200, Orlando, FL 32819

On: June, 2020

COURSE & DISTANCE LIST

FROM P.O.B.(6)

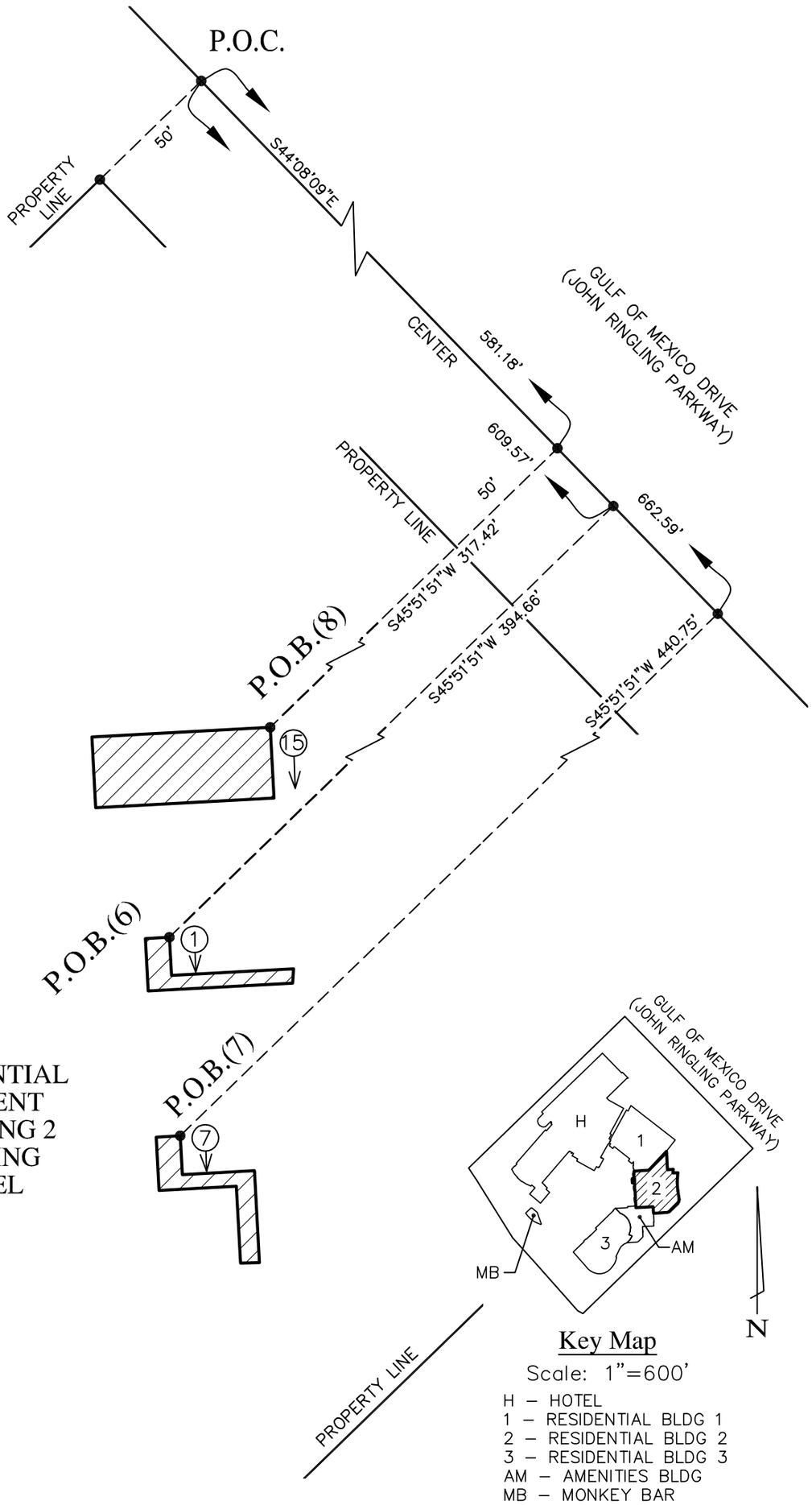
1. S03°08'09"E, 13.52'
2. N86°51'51"E, 43.24'
3. S03°51'51"W, 5.08'
4. S86°51'51"W, 51.12'
5. N03°08'09"W, 18.57'
6. N86°51'51"E, 8.50'

FROM P.O.B.(7)

7. S03°08'09"E, 13.75'
8. N86°51'51"E, 25.50'
9. S03°08'09"E, 32.55'
10. S86°54'35"W, 6.67'
11. N03°08'09"W, 27.14'
12. S86°51'51"W, 27.33'
13. N03°08'09"W, 18.92'
14. N86°51'51"E, 8.50'

FROM P.O.B.(8)

15. S03°08'09"E, 25.00'
16. S86°51'51"W, 63.17'
17. N03°08'09"W, 25.00'
18. N86°51'51"E, 63.17'



RESIDENTIAL ELEMENT BUILDING 2 PARKING LEVEL

Key Map

Scale: 1"=600'

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR

Lying generally below Elevation 22.58'
(North American Vertical Datum 1988)

Graphic Scale

0 50

1 inch = 50 feet

Sketch To Accompany Legal Description
Residential Element Building 2 - Parking Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

North

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
BUILDING 2
PARKING LEVEL

Legal Description:

Portions of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 592.17 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 379.68 feet to the POINT OF BEGINNING (P.O.B. 1) of the following described parcel of land; thence run South 03°08'09" East for a distance of 15.54 feet to a point; thence run South 86°51'51" West for a distance of 16.89 feet to a point; thence run North 03°08'09" West for a distance of 8.58 feet to a point; thence run North 86°51'51" East for a distance of 8.17 feet to a point; thence run North 03°08'09" West for a distance of 6.96 feet to a point; thence run North 86°51'51" East for a distance of 8.72 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 629.66 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 401.31 feet to the POINT OF BEGINNING (P.O.B. 2) of the following described parcel of land; thence run South 03°08'09" East for a distance of 15.58 feet to a point; thence run South 86°51'51" West for a distance of 16.67 feet to a point; thence run North 03°08'09" West for a distance of 15.58 feet to a point; thence run North 86°51'51" East for a distance of 16.67 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 607.01 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 425.30 feet to the POINT OF BEGINNING (P.O.B. 3) of the following described parcel of land; thence run South 03°08'09" East for a distance of 13.00 feet to a point; thence run North 86°51'51" East for a distance of 9.22 feet to a point; thence run South 03°08'09" East for a distance of 8.59 feet to a point; thence run South 86°51'51" West for a distance of 7.50 feet to a point; thence run North 03°08'09" West for a distance of 0.91 feet to a point; thence run South 86°51'51" West for a distance of 10.67 feet to a point; thence run North 03°08'09" West for a distance of 20.67 feet to a point; thence run North 86°51'51" East for a distance of 8.94 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 648.47 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 428.47 feet to the POINT OF BEGINNING (P.O.B. 4) of the following described parcel of land; thence run South 03°08'09" East for a distance of 17.72 feet to a point; thence run South 86°51'51" West for a distance of 8.50 feet to a point; thence run North 03°08'09" West for a distance of 10.58 feet to a point; thence run South 86°51'51" West for a distance of 0.34 feet to a point; thence run North 03°08'09"West for a distance of 8.67 feet to a point; thence run North 86°51'51" East for a distance of 4.64 feet to a point; thence run South 03°08'09" East for a distance of 1.53 feet to a point; thence run North 86°51'51" East for a distance of 4.20 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 682.46 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 470.61 feet to the POINT OF BEGINNING (P.O.B. 5) of the following described parcel of land; thence run South 86°51'51" West for a distance of 16.17 feet to a point; thence run North 03°08'09" West for a distance of 19.33 feet to a point; thence run North 86°51'51" East for a distance of 8.50 feet to a point; thence run South 03°08'09" East for a distance of 10.75 feet to a point; thence run North 86°51'51" East for a distance of 7.67 feet to a point; thence run South 03°08'09" East for a distance of 8.58 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 609.57 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 394.66 feet to the POINT OF BEGINNING (P.O.B. 6) of the following described parcel of land; thence run South 03°08'09" East for a distance of 13.52 feet to a point; thence run North 86°51'51" East for a distance of 43.24 feet to a point; thence run South 03°51'51" West for a distance of 5.08 feet to a point; thence run South 86°51'51" West for a distance of 51.12 feet to a point; thence run North 03°08'09" West for a distance of 18.57 feet to a point; thence run North 86°51'51" East for a distance of 8.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 662.59 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 440.75 feet to the POINT OF BEGINNING (P.O.B. 7) of the following described parcel of land; thence run South 03°08'09" East for a distance of 13.75 feet to a point; thence run North 86°51'51" East for a distance of 25.50 feet to a point; thence run South 03°08'09" East for a distance of 32.55 feet to a point; thence run South 86°54'35" West for a distance of 6.67 feet to a point; thence run North 03°08'09" West for a distance of 27.14 feet to a point; thence run South 86°51'51" West for a distance of 27.33 feet to a point; thence run North

03°08’09” West for a distance of 18.92 feet to a point; thence run North 86°51’51” East for a distance of 8.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

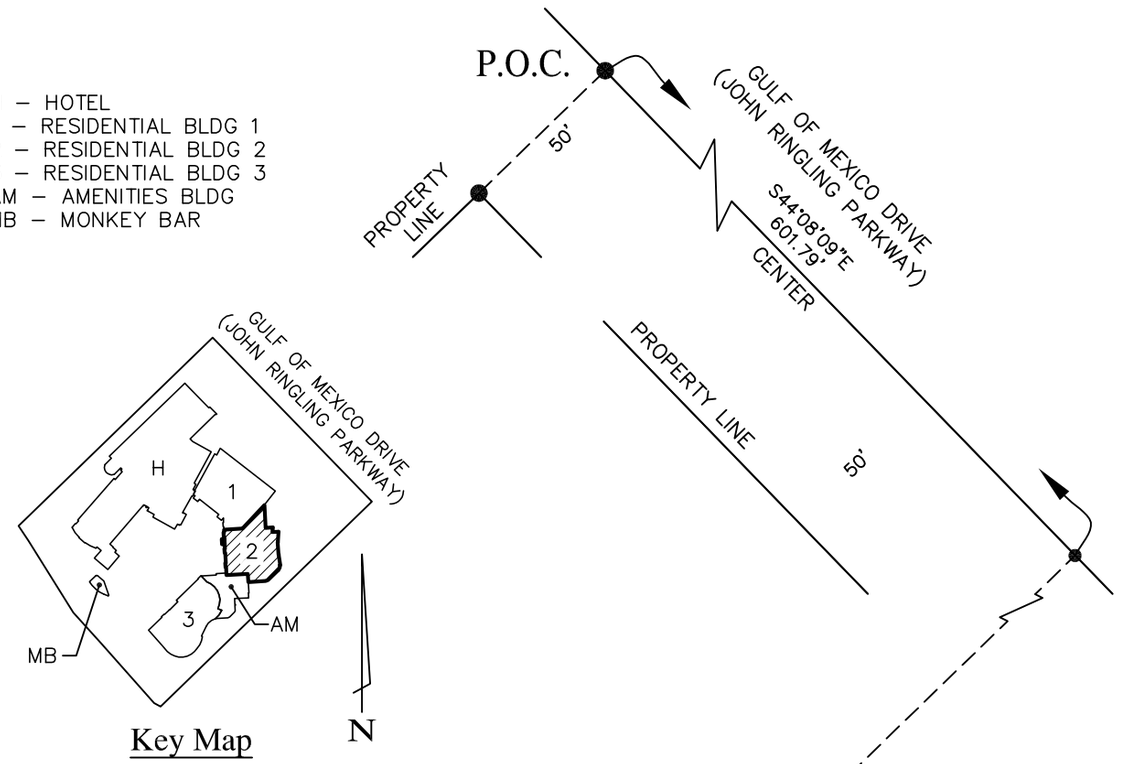
Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 581.18 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 317.42 feet to the POINT OF BEGINNING (P.O.B. 8) of the following described parcel of land; thence run South 03°08’09” East for a distance of 25.00 feet to a point; thence run South 86°51’51” West for a distance of 63.17 feet to a point; thence run North 03°08’09” West for a distance of 25.00 feet to a point; thence run North 86°51’51” East for a distance of 63.17 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

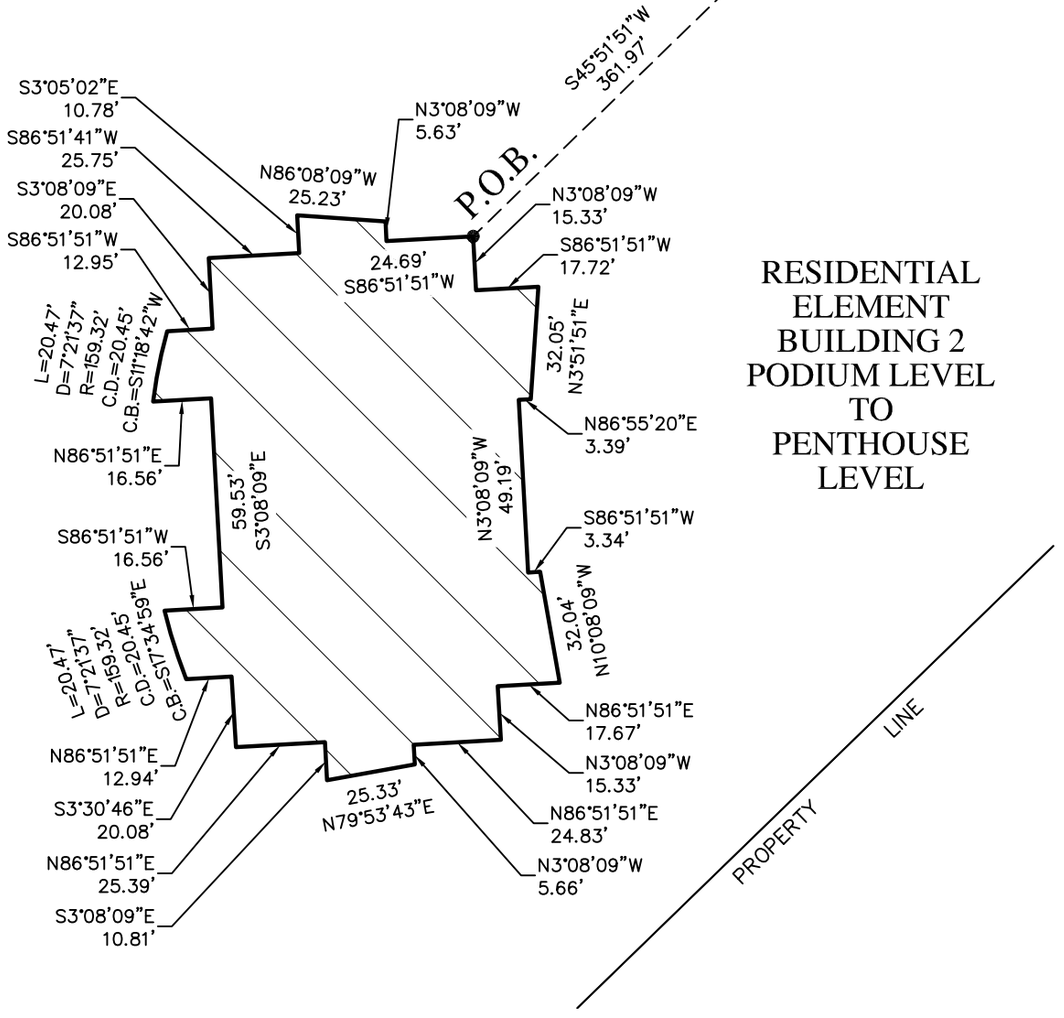
Said parcels of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR



Key Map
Scale: 1"=600'



RESIDENTIAL ELEMENT BUILDING 2 PODIUM LEVEL TO PENTHOUSE LEVEL

Graphic Scale
0 50
1 inch = 50 feet

Lying generally at and above Elevation 22.58'
and below Elevation 88.50'
(North American Vertical Datum 1988)

North

Sketch To Accompany Legal Description
Residential Element - Building 2 Podium Level to Penthouse Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
BUILDING 2
PODIUM LEVEL to PENTHOUSE LEVEL

Legal Description:

A portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

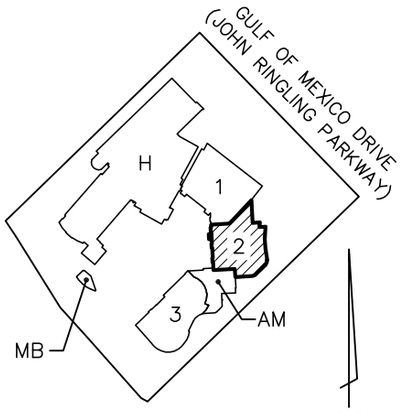
Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 601.79 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 361.97 feet to the POINT OF BEGINNING of the following described parcel of land; thence run South 03°08'09" East for a distance of 15.33 feet to a point; thence run North 86°51'51" East for a distance of 17.72 feet to a point; thence run South 03°51'51" West for a distance of 32.05 feet to a point; thence run South 86°55'20" West for a distance of 3.39 feet to a point; thence run South 03°08'09" East for a distance of 49.19 feet to a point; thence run North 86°51'51" East for a distance of 3.34 feet to a point; thence run South 10°08'09" East for a distance of 32.04 feet to a point; thence run South 86°51'51" West for a distance of 17.67 feet to a point; thence run South 03°08'09" East for a distance of 15.33 feet to a point; thence run South 86°51'51" West for a distance of 24.83 feet to a point; thence run South 03°08'09" East for a distance of 5.66 feet to a point; thence run South 79°53'43" West for a distance of 25.33 feet to a point; thence run North 03°08'09" West for a distance of 10.81 feet to a point; thence run South 86°51'51" West for a distance of 25.39 feet to a point; thence run North 03°30'46" West for a distance of 20.08 feet to a point; thence run South 86°51'51" West for a distance of 12.94 feet to a point on the next described non-tangent circular curve concave to the East; thence run Northerly along the arc of said curve to the right having a radius of 159.32 feet, a central angle of 07°21'37" a chord length of 20.45 feet along a chord bearing of North 17°34'59" West, for an arc distance of 20.47 feet to a point; thence run North 86°51'51" East for a distance of 16.56 feet to a point; thence run North 03°08'09" West for a distance of 59.53 feet to a point; thence run South 86°51'51" West for a distance of 16.56 feet to a point on the next described circular curve concave to the East; thence run Northerly along the arc of said curve to the right having a radius of 159.32 feet, a central angle of 07°21'37", a chord length of 20.45 feet along a chord bearing of North 11°18'42" East, for an arc distance of 20.47 feet to a point; thence run North 86°51'51" East for a distance of 12.95 feet to a point; thence run North 03°08'09" West for a distance of 20.08 feet to a point; thence run North 86°51'41" East for a distance of 25.75 feet to a point; thence run North 03°05'02" West for a distance of 10.78 feet to a point; thence run South 86°08'09" East for a distance of 25.23 feet to a point; thence run South 03°08'09" East for a distance of 5.63 feet to a point; thence run North 86°51'51" East for a distance of 24.69 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above elevation 22.58 feet and below Elevation 88.50 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

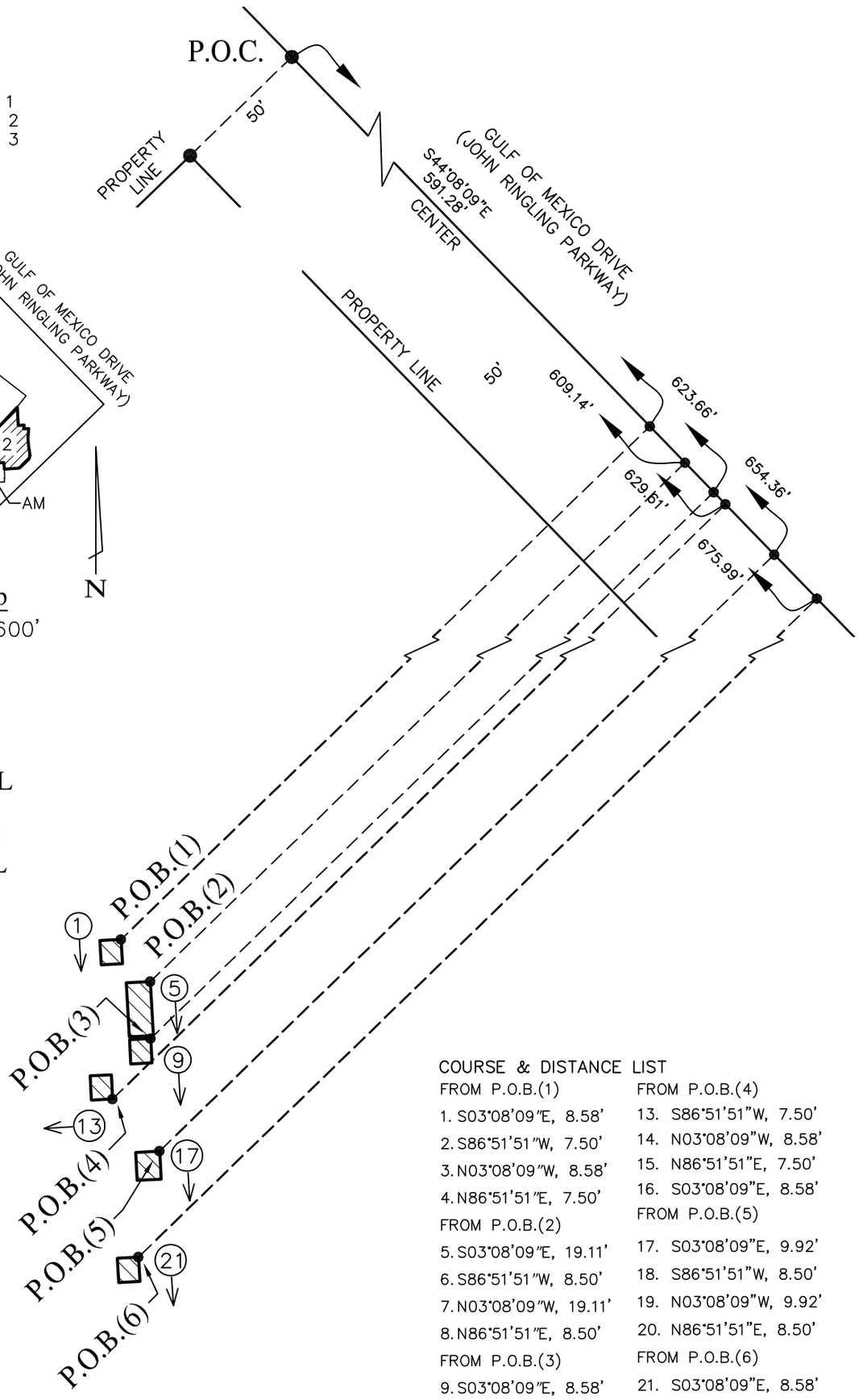
Said parcel of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR



Key Map
Scale: 1"=600'



RESIDENTIAL ELEMENT BUILDING 2 ROOF LEVEL

COURSE & DISTANCE LIST

FROM P.O.B.(1)
1. S03°08'09"E, 8.58'
2. S86°51'51"W, 7.50'
3. N03°08'09"W, 8.58'
4. N86°51'51"E, 7.50'

FROM P.O.B.(2)
5. S03°08'09"E, 19.11'
6. S86°51'51"W, 8.50'
7. N03°08'09"W, 19.11'
8. N86°51'51"E, 8.50'

FROM P.O.B.(3)
9. S03°08'09"E, 8.58'
10. S86°51'51"W, 7.50'
11. N03°08'09"W, 8.58'
12. N86°51'51"E, 7.50'

FROM P.O.B.(4)
13. S86°51'51"W, 7.50'
14. N03°08'09"W, 8.58'
15. N86°51'51"E, 7.50'
16. S03°08'09"E, 8.58'

FROM P.O.B.(5)
17. S03°08'09"E, 9.92'
18. S86°51'51"W, 8.50'
19. N03°08'09"W, 9.92'
20. N86°51'51"E, 8.50'

FROM P.O.B.(6)
21. S03°08'09"E, 8.58'
22. S86°51'51"W, 7.50'
23. N03°08'09"W, 8.58'
24. N86°51'51"E, 7.50'

Graphic Scale
0 50
1 inch = 50 feet

Lying generally at and above Elevation 88.50'
and below Elevation 97.00'
(North American Vertical Datum 1988)

Sketch To Accompany Legal Description
Residential Element - Building 2 Roof Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
BUILDING 2
ROOF LEVEL

Legal Description:

Portions of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 591.28 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 391.33 feet to the POINT OF BEGINNING (P.O.B. 1) of the following described parcel of land; thence run South 03°08'09" East for a distance of 8.58 feet to a point; thence run South 86°51'51" West for a distance of 7.50 feet to a point; thence run North 03°08'09" West for a distance of 8.58 feet to a point; thence run North 86°51'51" East for a distance of 7.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 609.14 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 394.26 feet to the POINT OF BEGINNING (P.O.B. 2) of the following described parcel of land; thence run South 03°08'09" East for a distance of 19.11 feet to a point; thence run South 86°51'51" West for a distance of 8.50 feet to a point; thence run North 03°08'09" West for a distance of 19.11 feet to a point; thence run North 86°51'51" East for a distance of 8.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 623.66 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 408.21 feet to the POINT OF BEGINNING (P.O.B. 3) of the following described parcel of land; thence run South 03°08'09" East for a distance of 8.58 feet to a point; thence run South 86°51'51" West for a distance of 7.50 feet to a point; thence run North 03°08'09" West for a distance of 8.58 feet to a point; thence run North 86°51'51" East for a distance of 7.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 629.61 feet to a point; thence run at

right angles to the last described course South 45°51’51” West for a distance of 432.71 feet to the POINT OF BEGINNING (P.O.B. 4) of the following described parcel of land; thence run South 86°51’51” West for a distance of 7.50 feet to a point; thence run North 03°08’09” West for a distance of 8.58 feet to a point; thence run North 86°51’51” East for a distance of 7.50 feet to a point; thence run South 03°08’09” East for a distance of 8.58 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 654.36 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 433.58 feet to the POINT OF BEGINNING (P.O.B. 5) of the following described parcel of land; thence run South 03°08’09” East for a distance of 9.92 feet to a point; thence run South 86°51’51” West for a distance of 8.50 feet to a point; thence run North 03°08’09” West for a distance of 9.92 feet to a point; thence run North 86°51’51” East for a distance of 8.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 675.99 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 464.97 feet to the POINT OF BEGINNING (P.O.B. 6) of the following described parcel of land; thence run South 03°08’09” East for a distance of 8.58 feet to a point; thence run South 86°51’51” West for a distance of 8.58 feet to a point; thence run South 86°51’51” West for a distance of 7.50feet to a point; thence run North 03°08’09” West for a distance of 8.58 feet to a point; thence run North 86°51’51” East for a distance of 7.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Said parcels of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

COURSE & DISTANCE LIST

FROM P.O.B.(1)

1. S65°08'09"E, 15.83'
2. S24°51'51"W, 8.58'
3. N65°08'09"W, 15.83'
4. N24°51'51"E, 8.58'

FROM P.O.B.(2)

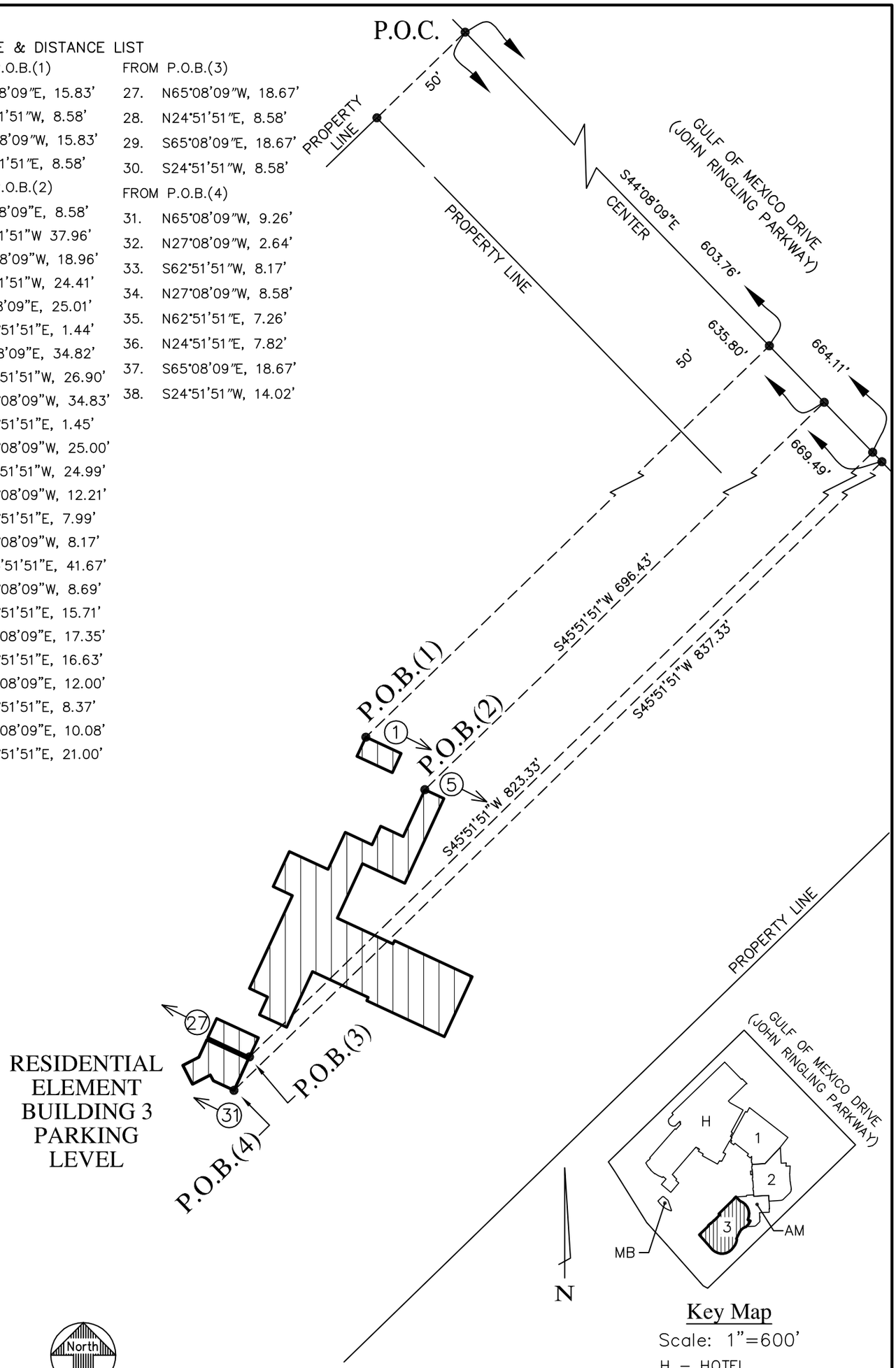
5. S65°08'09"E, 8.58'
6. S24°51'51"W 37.96'
7. N65°08'09"W, 18.96'
8. S24°51'51"W, 24.41'
9. S6508'09"E, 25.01'
10. N24°51'51"E, 1.44'
11. S658'09"E, 34.82'
12. S24°51'51"W, 26.90'
13. N65°08'09"W, 34.83'
14. N24°51'51"E, 1.45'
15. N65°08'09"W, 25.00'
16. S24°51'51"W, 24.99'
17. N65°08'09"W, 12.21'
18. N24°51'51"E, 7.99'
19. N65°08'09"W, 8.17'
20. N°24'51'51"E, 41.67'
21. N65°08'09"W, 8.69'
22. N24°51'51"E, 15.71'
23. S65°08'09"E, 17.35'
24. N24°51'51"E, 16.63'
25. S65°08'09"E, 12.00'
26. N24°51'51"E, 8.37'
27. S65°08'09"E, 10.08'
28. N24°51'51"E, 21.00'

FROM P.O.B.(3)

27. N65°08'09"W, 18.67'
28. N24°51'51"E, 8.58'
29. S65°08'09"E, 18.67'
30. S24°51'51"W, 8.58'

FROM P.O.B.(4)

31. N65°08'09"W, 9.26'
32. N27°08'09"W, 2.64'
33. S62°51'51"W, 8.17'
34. N27°08'09"W, 8.58'
35. N62°51'51"E, 7.26'
36. N24°51'51"E, 7.82'
37. S65°08'09"E, 18.67'
38. S24°51'51"W, 14.02'



Lying generally below Elevation 22.58'
(North American Vertical Datum 1988)

Key Map

Scale: 1"=600'

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR

North

Graphic Scale

0 50

1 inch = 50 feet

Sketch To Accompany Legal Description
Residential Element - Building 3 Parking Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio Way #200, Orlando, FL 32819

On: June, 2020

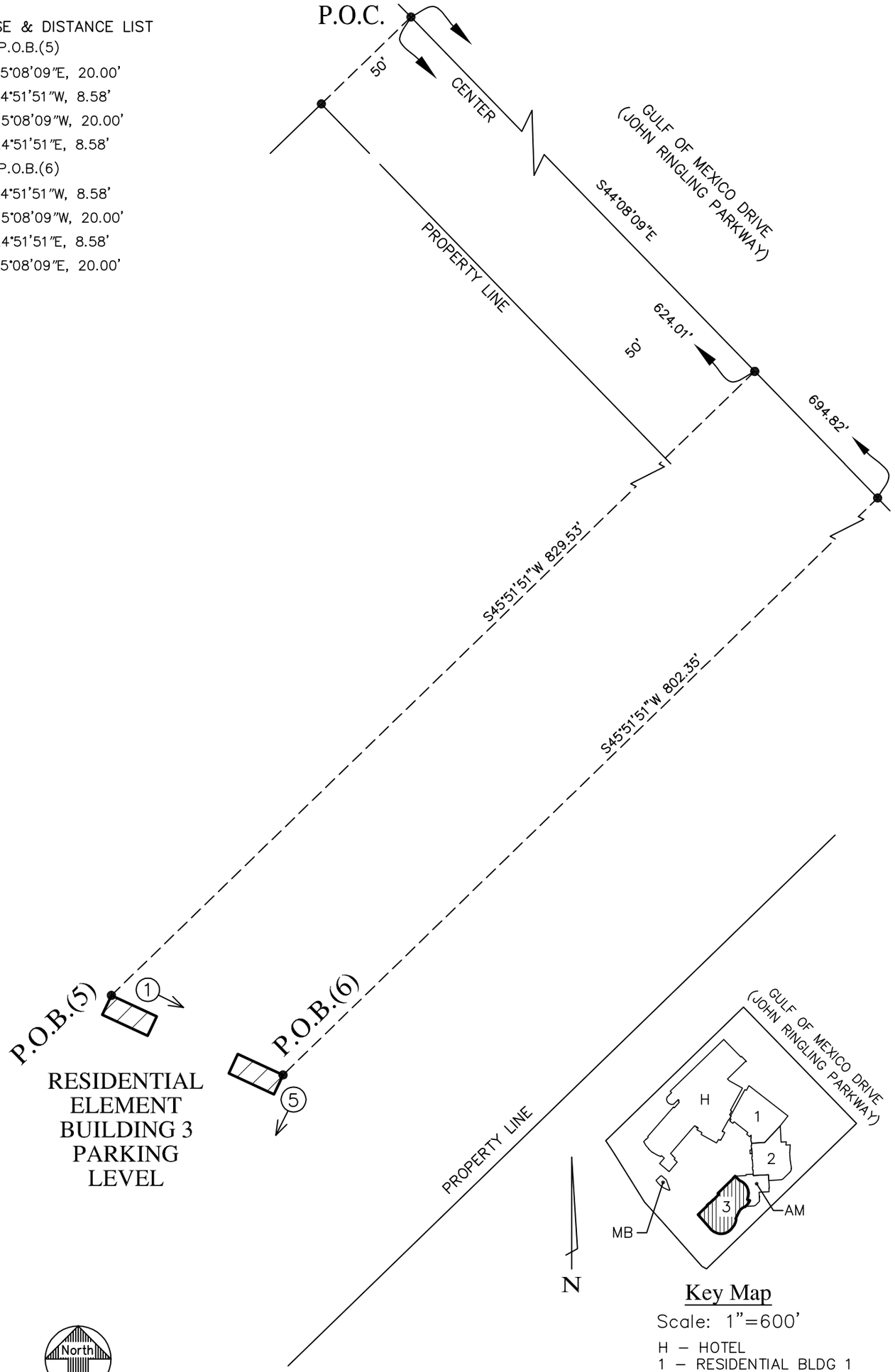
COURSE & DISTANCE LIST

FROM P.O.B.(5)

1. S65°08'09"E, 20.00'
2. S24°51'51"W, 8.58'
3. N65°08'09"W, 20.00'
4. N24°51'51"E, 8.58'

FROM P.O.B.(6)

5. S24°51'51"W, 8.58'
6. N65°08'09"W, 20.00'
7. N24°51'51"E, 8.58'
8. S65°08'09"E, 20.00'



Key Map

Scale: 1"=600'

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR

Lying generally below Elevation 22.58'
(North American Vertical Datum 1988)

North

Graphic Scale

0 50

1 inch = 50 feet

Sketch To Accompany Legal Description
Residential Element - Building 3 Parking Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
BUILDING 3
PARKING LEVEL

Legal Description:

Portions of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 603.76 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 698.77 feet to the POINT OF BEGINNING (P.O.B. 1) of the following described parcel of land; thence run South 65°08'09" East for a distance of 15.83 feet to a point; thence run South 24°51'51" West for a distance of 8.58 feet to a point; thence run North 65°08'09" West for a distance of 15.83 feet to a point; thence run North 24°51'51" East for a distance of 8.58 to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 635.80 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 696.43 feet to the POINT OF BEGINNING (P.O.B. 2) of the following described parcel of land; thence run South 65°08'09" East for a distance of 8.58 feet to a point; thence run South 24°51'51" West for a distance of 37.96 feet to a point; thence run North 65°08'09" West for a distance of 18.96 feet to a point; thence run South 24°51'51" West for a distance of 24.41 feet to a point; thence run South 65°08'09" East for a distance of 25.01 feet to a point; thence run North 24°51'51" East for a distance of 1.44 feet to a point; thence run South 65°08'09" East for a distance of 34.82 feet to a point; thence run South 24°51'51" West for a distance of 26.90 feet to a point; thence run North 65°08'09" West for a distance of 34.83 feet to a point; thence run North 24°51'51" East for a distance of 1.45 feet to a point; thence run North 65°08'09" West for a distance of 25.00 feet to a point; thence run South 24°51'51" West for a distance of 24.99 feet to a point; thence run North 65°08'09" West for a distance of 12.21 feet to a point; thence run North 24°51'51" East for a distance of 7.99 feet to a point; thence run North 65°08'09" West for a distance of 8.17 feet to a point; thence run North 24°51'51" East for a distance of 41.67 feet to a point; thence run North 65°08'09" West for a distance of 8.69 feet to a point; thence run North 24°51'51" East for a distance of 15.71 feet to a point; thence run South 65°08'09" East for a distance of 17.35 feet to a point; thence run North 24°51'51" East for a distance of 16.63 feet to a point; thence run South 65°08'09" East for a distance of 12.00 feet to a point; thence run North 247°51'51" East for a distance of 8.37 feet to a point; thence run South 65°08'09" East for a distance of 10.08 feet to a point; thence run North 24°51'51" East for a distance of 21.00 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 664.11 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 823.33 feet to the POINT

OF BEGINNING (P.O.B. 3) of the following described parcel of land; thence run North 65°08’09” West for a distance of 9.67 feet to a point; thence run North 24°51’51” East for a distance of 8.58 feet to a point; thence run South 65°08’09” East for a distance of 9.67 feet to a point; thence run South 24°51’51” West for a distance of 8.58 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 669.49 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 837.33 feet to the POINT OF BEGINNING (P.O.B. 4) of the following described parcel of land; thence run North 65°08’09” West for a distance of 9.26 feet to a point; thence run North 27°08’09” West for a distance of 2.64 feet to a point; thence run South 62°51’51” West for a distance of 8.17 feet to a point; thence run North 27°08’09” West for a distance of 8.58 feet to a point; thence run North 62°51’51” East for a distance of 7.26 feet to a point; thence run North 24°51’51” East for a distance of 7.82 feet to a point; thence run South 65°08’09” East for a distance of 18.67 feet to a point; thence run South 24°51’51” West for a distance of 14.02 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 624.01 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 829.53 feet to the POINT OF BEGINNING (P.O.B. 5) of the following described parcel of land; thence run South 65°08’09” East for a distance of 20.00 feet to a point; thence run South 24°51’51” West for a distance of 8.58 feet to a point; thence run North 65°08’09” West for a distance of 20.00 feet to a point; thence run North 24°51’51” East for a distance of 8.58 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

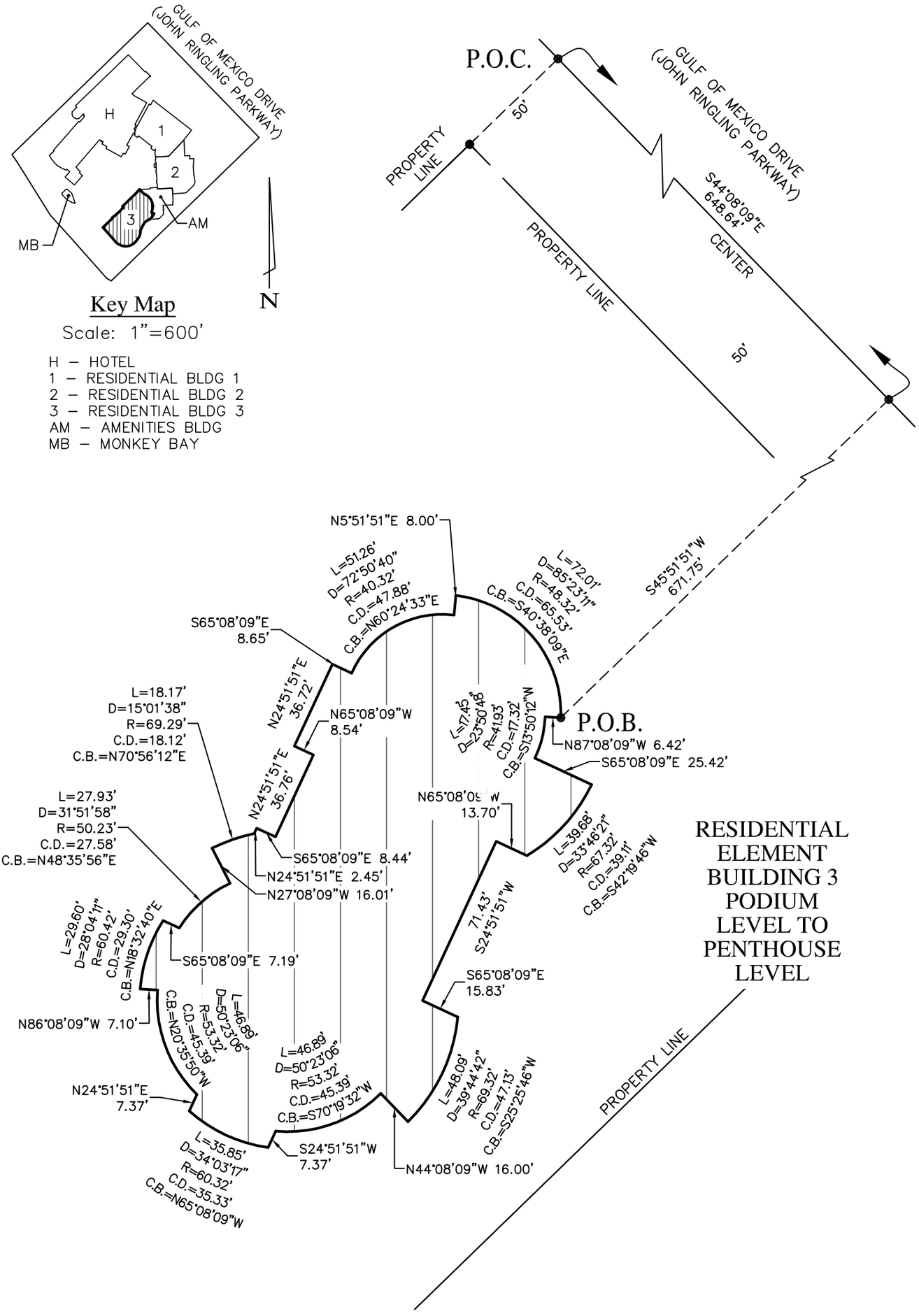
Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 694.82 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 802.35 feet to the POINT OF BEGINNING (P.O.B. 6) of the following described parcel of land; thence run South 24°51’51” West for a distance of 8.58 feet to a point; thence run North 65°08’09” West for a distance of 20.00 feet to a point; thence run North 24°51’51” East for a distance of 8.58 feet to a point; thence run South 65°08’09” East for a distance of 20.00 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Said parcels of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

Sketch to Accompany Legal Description
Residential Element - Building 3 Parking Level
Longboat Key Resort and Residences



Sketch To Accompany Legal Description
Residential Element - Building 3 Podium Level to Penthouse Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
BUILDING 3
PODIUM LEVEL AND ABOVE

Legal Description:

A portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

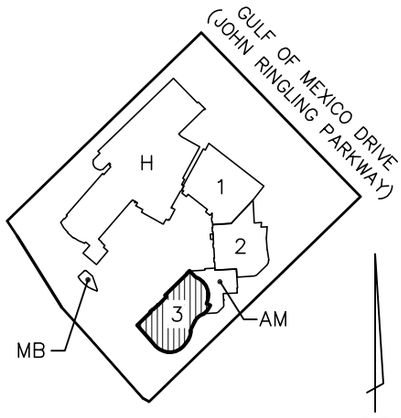
Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 648.64 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 671.75 feet to the POINT OF BEGINNING of the following described parcel of land; thence run North 87°08'09" West for a distance of 6.42 feet to a point on the next described non-tangent circular curve concave to the West; thence run Southerly along the arc of said curve to the right having a radius of 41.93 feet, a central angle of 23°50'48", a chord length of 17.32 feet along a chord bearing of South 13°50'12" West, for an arc distance of 17.45 feet to a point; thence run South 65°08'09" East for a distance of 25.42 feet to a point on the next described non-tangent circular concave to the Northwest; thence run Southwesterly along the arc of said curve to the right having a radius of 67.32 feet, a central angle of 33°46'21", a chord length of 39.11 feet along a chord bearing of South 42°19'46" West, for an arc distance of 39.68 feet to a point; thence run North 65°08'09" West for a distance of 13.70 feet to a point; thence run South 24°51'51" West for a distance of 71.43 feet to a point; thence run South 65°08'09" East for a distance of 15.83 feet to a point on the next described non-tangent circular curve concave to the Northwest; thence run Southwesterly along the arc of said curve to the right having a radius of 69.32 feet, a central angle of 39°44'42", a chord length of 47.13 feet along a chord bearing of South 25°25'46" West, for an arc distance of 48.09 feet to a point; thence run North 44°08'09" West for a distance of 16.00 feet to a point on the next described non-tangent circular curve concave to the North; thence run Westerly along the arc of said curve to the right having a radius of 53.32 feet, a central angle of 50°23'06", a chord length of 45.39 feet along a chord bearing of South 70°19'32" West, for an arc distance of 46.89 feet to a point; thence run South 24°51'51" West for a distance of 7.37 feet to a point on the next described non-tangent circular curve concave to the Northeast; thence run Northwesterly along the arc of said curve to the right having a radius of 60.32 feet, a central angle of 34°03'17", a chord length of 35.33 feet along a chord bearing of North 65°08'09" West, for an arc distance of 35.85 feet to a point; thence run North 24°51'51" East for a distance of 7.37 feet to a point on the next described non-tangent circular curve concave to the East; thence run Northerly along the arc of said curve to the right having a radius of 53.32 feet, a central angle of 50°23'06", a chord length of 45.39 feet along a chord bearing of North 20°35'50" West, for an arc distance of 46.89 feet to a point; thence run North 86°08'09" West for a distance of 7.10 feet to a point on the next described non-tangent circular curve concave to the East; thence run Northerly along the arc of said curve to the right having a radius of 60.42 feet, a central angle of 28°04'11", a chord length of 29.30 feet along a chord bearing of North 18°32'40" East, for an arc distance of 29.60 feet to a point; thence run South 65°08'09" East for a distance of 7.19 feet to a point on the next described non-tangent circular curve concave to the Southeast; thence run Northeasterly along the arc of said curve to the right having a radius of 50.23 feet, a central angle of 31°51'58", a chord length of 27.58 feet along a chord bearing of North 48°35'56" East, for an arc distance of 27.93 feet to a point; thence run North 27°08'09" West for a distance of 16.01 feet to a point on the next described non-tangent circular curve concave to the South; thence run Easterly along the arc of said curve to the right having a radius of 69.29 feet, a central angle of 15°01'38", a chord length of 18.12 feet along a chord bearing of North 70°56'12" East, for an arc distance of 18.17 feet to a point; thence run North 24°51'51" East for a distance of 2.45 feet to a point; thence run South 65°08'09" East for a distance of 8.44 feet to a point; thence run North 24°51'51" East for a distance of 36.76 feet to a point; thence run North 65°08'09" West for a distance of 8.54 feet to a point; thence run North 24°51'51" East for a distance of 36.72 feet to a point; thence run South 65°08'09" East for a distance of 8.65 feet to a point on the next described non-tangent circular curve concave to the Southeast; thence run Northeasterly along the arc of said curve to the right having a radius of 40.32 feet, a central angle of 72°50'40", a chord length of 47.88 feet along a chord bearing of North 60°24'33" East, for an arc distance of 51.26 feet to a point; thence run North 05°51'51" East for a distance

of 8.00 feet to a point on the next described non-tangent circular curve concave to the Southwest; thence run Southeasterly along the arc of said curve to the right having a radius of 48.32 feet, a central angle of 85°23'11", a chord length of 65.53 feet along a chord bearing of South 40°38'09" East, for an arc distance of 72.01 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 22.58 feet and below Elevation 88.50', North American Vertical Datum of 1988 (N.A.V.D. 88).

Said parcel of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08'09" East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

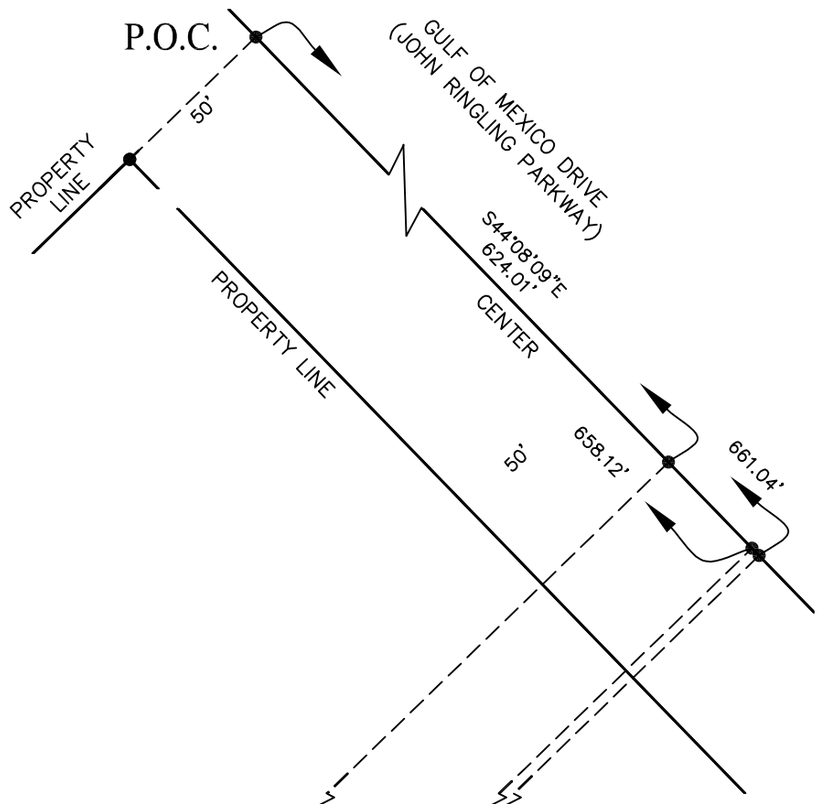


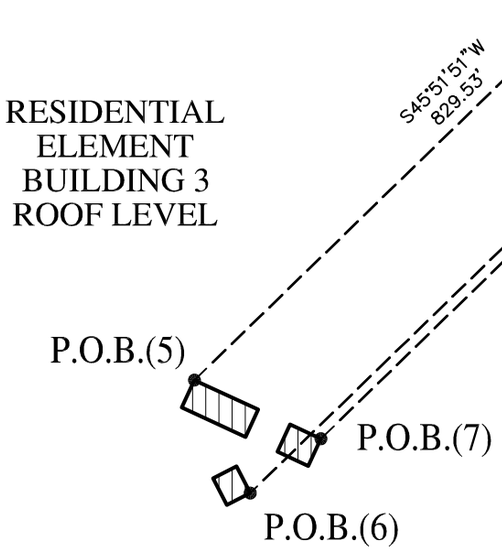
Key Map

Scale: 1"=600'

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAY

N





RESIDENTIAL
ELEMENT
BUILDING 3
ROOF LEVEL

COURSE & DISTANCE LIST

FROM P.O.B.(5)

1. S65°08'09"E, 20.00'
2. S24°51'51"W, 8.58'
3. N65°08'09"W, 20.00'
4. N24°51'51"E, 8.58'

FROM P.O.B.(6)

5. S27°08'09"E, 8.58'
6. S62°51'51"W 7.50'
7. N27°08'09"W, 8.58'
8. N62°51'51"E, 7.50'

FROM P.O.B.(7)

9. S65°08'09"E, 9.67'
10. S24°51'51"W, 8.58'
11. N65°08'09"W, 9.67'
12. N24°51'51"E, 8.58'

Graphic Scale

0 50

1 inch = 50 feet

Lying generally at and above Elevation 88.50'
and below Elevation 97.00'
(North American Vertical Datum 1988)

North

Sketch To Accompany Legal Description
Residential Element - Building 3 Roof Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
BUILDING 3
ROOF LEVEL

Legal Description:

Portions of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 611.54 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 695.78 feet to the POINT OF BEGINNING (P.O.B. 1) of the following described parcel of land; thence run South 65°08'09" East for a distance of 7.50 feet to a point; thence run South 24°51'51" West for a distance of 8.58 feet to a point; thence run North 65°08'09" West for a distance of 7.50 feet to a point; thence run North 24°51'51" East for a distance of 8.58 to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 630.57 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 747.70 feet to the POINT OF BEGINNING (P.O.B. 2) of the following described parcel of land; thence run South 65°08'09" East for a distance of 7.50 feet to a point; thence run South 24°51'51" West for a distance of 8.58 feet to a point; thence run North 65°08'09" West for a distance of 7.50 feet to a point; thence run North 24°51'51" East for a distance of 8.58 feet to a point; thence run North 24°51'51" East for a distance of 21.00 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 645.52 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 724.78 feet to the POINT OF BEGINNING (P.O.B. 3) of the following described parcel of land; thence run South 65°08'09" East for a distance of 9.67 feet to a point; thence run South 24°51'51" West for a distance of 8.00 feet to a point; thence run North 65°08'09" West for a distance of 9.67 feet to a point; thence run North 24°51'51" East for a distance of 8.00 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard

(John Ringling Parkway) South 44°08’09” East for a distance of 648.06 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 648.06 feet to the POINT OF BEGINNING (P.O.B. 4) of the following described parcel of land; thence run South 24°51’51” West for a distance of 8.58 feet to a point; thence run North 65°08’09” West for a distance of 7.50 feet to a point; thence run North 24°51’51” East for a distance of 8.58 feet to a point; thence run South 65°08’09” East for a distance of 7.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 624.01 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 829.53 feet to the POINT OF BEGINNING (P.O.B. 5) of the following described parcel of land; thence run South 65°08’09” East for a distance of 20.00 feet to a point; thence run South 24°51’51” West for a distance of 8.58 feet to a point; thence run North 65°08’09” West for a distance of 20.00 feet to a point; thence run North 24°51’51” East for a distance of 8.58 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 658.12 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 840.52 feet to the POINT OF BEGINNING (P.O.B. 6) of the following described parcel of land; thence run South 27°08’09” East for a distance of 8.58 feet to a point; thence run South 62°51’51” West for a distance of 7.50 feet to a point; thence run North 27°08’09” West for a distance of 8.58 feet to a point; thence run North 62°51’51” East for a distance of 7.50 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Together With:

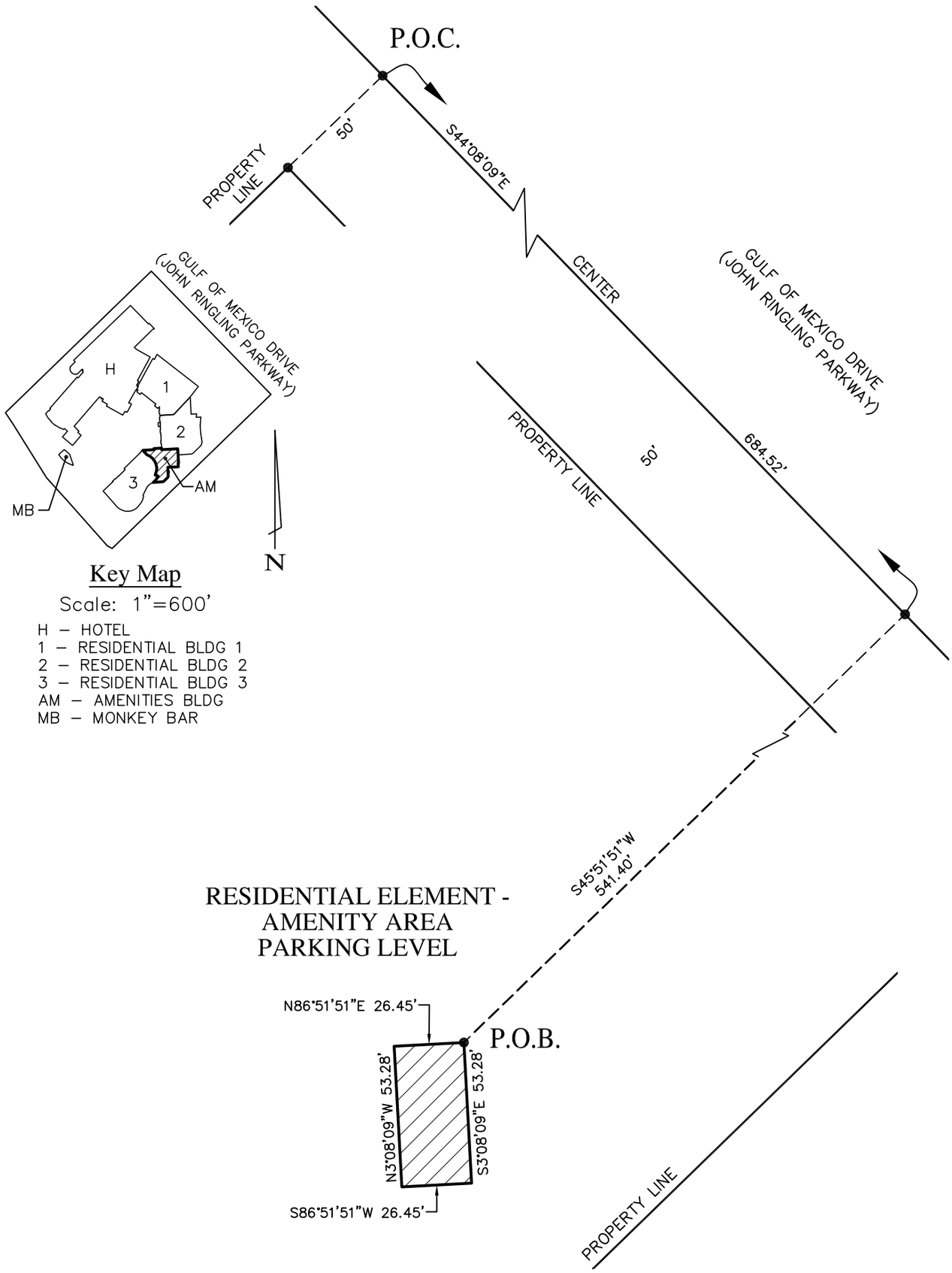
Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 661.04 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 815.32 feet to the POINT OF BEGINNING (P.O.B. 7) of the following described parcel of land; thence run South 65°08’09” East for a distance of 9.67 feet to a point; thence run South 24°51’51” West for a distance of 8.58 feet to a point; thence run North 65°08’09” West for a distance of 9.67 feet to a point; thence run North 24°51’51” East for a distance of 8.58 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 88.50 feet and below Elevation 97.00 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Said parcels of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

Sketch to Accompany Legal Description
Residential Element - Building 3 Roof Level
Longboat Key Resort and Residences



Key Map

Scale: 1"=600'

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR

Lying generally below Elevation 22.58'
(North American Vertical Datum 1988)

Graphic Scale
0 50
1 inch = 50 feet

Sketch To Accompany Legal Description
Residential Element - Amenity Area Parking Level
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

North

Prepared By:
SCHWEBKE **SHISKIN** + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
AMENITY AREA
PARKING LEVEL

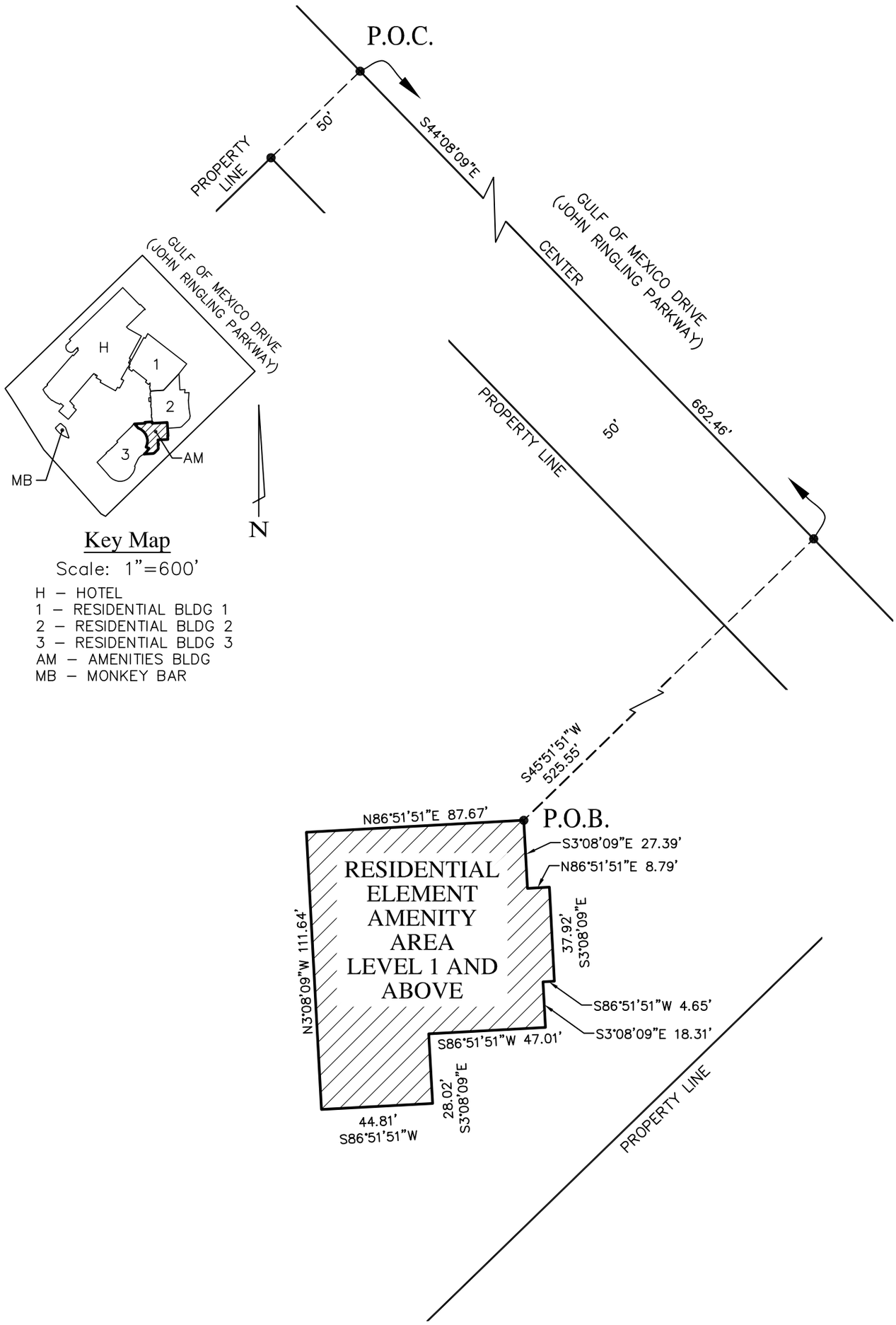
Legal Description:

Portions of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08'09" East for a distance of 684.52 feet to a point; thence run at right angles to the last described course South 45°51'51" West for a distance of 541.40 feet to the POINT OF BEGINNING of the following described parcel of land; thence run South 03°08'09" East, for a distance of 53.28 feet to a point; thence run South 86°51'51" West for a distance of 26.45 feet to a point; thence run North 03°08'09" West for a distance of 53.28 to a point; thence run North 86°51'51" East for a distance of 26.45 feet to the POINT OF BEGINNING.

Said parcel of land lying generally below Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88)
Said parcel of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08'09" East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).



Key Map

Scale: 1"=600'

H – HOTEL
1 – RESIDENTIAL BLDG 1
2 – RESIDENTIAL BLDG 2
3 – RESIDENTIAL BLDG 3
AM – AMENITIES BLDG
MB – MONKEY BAR

Lying generally at and above Elevation 22.58' (North American Vertical Datum 1988)

Graphic Scale
0 50
1 inch = 50 feet

Sketch To Accompany Legal Description
Residential Element - Amenity Area Level 1 and Above
Longboat Key Resort and Residences

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

North

Prepared By:
SCHWEBKE SHISKIN + ASSOCIATES
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, Fl 33025
Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio Way #200, Orlando, FL 32819

On: June, 2020

RESIDENTIAL ELEMENT
AMENITY AREA
LEVEL 1 and ABOVE

Legal Description:

Portions of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida, being more particularly described as follows:

Commence at a point on the North line of U.S. Government Lot 4 in said Section 17, 613.5 feet West of the Northeast corner of said U.S. Government Lot 4, said point being in the center of Gulf of Mexico Drive (John Ringling Parkway) pavement; thence run along the center of Gulf of Mexico Boulevard (John Ringling Parkway) South 44°08’09” East for a distance of 662.46 feet to a point; thence run at right angles to the last described course South 45°51’51” West for a distance of 525.55 feet to the POINT OF BEGINNING of the following described parcel of land; thence run South 03° 08' 09" East for a distance of 27.39 feet to a point; thence run North 86° 51' 51" East for a distance of 8.79 feet to a point; thence run South 03° 08' 09" East for a distance of 37.92 feet to a point; thence run South 86° 51' 51" West for a distance of 4.65 feet to a point; thence run South 03° 08' 09" East for a distance of 18.31 feet to a point; thence run South 86° 51' 51" West for a distance of 47.01 feet to a point; thence run South 03°08’09” East for a distance of 28.02 feet to a point; thence run South 86° 51' 51" West for a distance of 44.81 feet to a point; thence run North 03°08’09” West for a distance of 111.64 feet to a point; thence run North 86° 51' 51" East for a distance of 87.67 feet to the POINT OF BEGINNING.

Said parcel of land lying generally at and above Elevation 22.58 feet, North American Vertical Datum of 1988 (N.A.V.D. 88).

Said parcel of land lying in a portion of U.S. Government Lot 4 in Section 17, Township 36 South, Range 17 East, Village of Longboat Key, Sarasota County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (South 44°08’09” East) along the center of the pavement of Gulf of Mexico Drive (John Ringling Parkway).

EXHIBIT "C"

LONGBOAT KEY RESORT & RESIDENCES

Unit Type	% of Unit Responsibility for Residential Element Share of Shared Costs
Residential Units	
Champagne Building, Plan 15 and 16	0.8462%
Bateau Building, Plan 7	0.8462%
Champagne Building, Plan 12 and 13	1.1609%
Champagne Building, Plan 14	1.1609%
Bateau Building, Plan 6	1.1609%
Champagne Building, Plan 17	1.1609%
Champagne Building, Plan 10 and 11	1.1609%
Armand Building, Plan 3	1.5632%
Armand Building, Plan 4	1.5632%
Armand Building, Plan 2	1.5632%
Armand Building, Plan 1	1.5632%
Armand Building, Plan 19	1.5632%
Bateau Building, Plan 5 and 8	2.3286%
Champagne Building, Plan 9	2.3286%
Champagne Building, Plan 18	2.3286%

For description of Unit by Unit Type, see Exhibit "2" to the Declaration to THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY encumbering the Residential Element

Exhibit "G"

Management and Service Agreements

ST. REGIS
LONGBOAT KEY, FLORIDA

CONDOMINIUM MANAGEMENT AGREEMENT

between

SHERATON OPERATING CORPORATION

("MANAGER")

and

THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY ASSOCIATION, INC.
[NAME OF ASSOCIATION]

("ASSOCIATION")

covering

THE RESIDENCES AT THE ST. REGIS, LONGBOAT KEY RESORT

Dated: _____, 20__

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Exhibit A - First Year Budget

CONDOMINIUM MANAGEMENT AGREEMENT

THIS CONDOMINIUM MANAGEMENT AGREEMENT (this "Agreement") is dated as of the _____ day of _____, 20__ and effective as of the Commencement Date (as defined below), by and between **SHERATON OPERATING CORPORATION** ("Manager"), a Delaware corporation with its principal place of business at 10400 Fernwood Road, Bethesda, Maryland, and **THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY ASSOCIATION, INC.** ("Association"), a Florida non-profit corporation, with its principal place of business at _____.

RECITALS

A. **S.R. LBK, LLC**, a Florida limited liability company ("Developer") is developing a mixed-use project on that certain parcel of real property located at 1620 Gulf of Mexico Drive, Longboat Key, Florida (the "Project"). The Project will contain, among other things, a hotel and related facilities (the "Hotel"), and a luxury residential condominium consisting of sixty nine (69) residential condominium Units (collectively, the "Units") located in three separate buildings (each, a "Residential Building"), and related common facilities including, but not limited to those certain Common Elements described in the Declaration of Condominium governing the Project (the "Common Element" and collectively with the Units, the "Condominium").

B. On or before the Commencement Date, Developer will submit the Condominium to a condominium regime pursuant to the Act.

C. To assist the Association with the daily duties and responsibilities of managing the Condominium and with the daily duties and responsibilities of managing, operating and maintaining the Common Elements, the Association deems it advisable and in the best interests of the Condominium to appoint Manager as the exclusive manager of the Condominium on behalf of the Association, responsible for the day-to-day operation of the Condominium and management, operation and maintenance of the Common Elements as more fully set forth in this Agreement.

D. All capitalized terms used in this Agreement will have the meanings given to such terms in Section 1.1.

In consideration of the terms, conditions, and covenants hereinafter set forth, the parties to this Agreement mutually agree as follows:

1. DEFINITIONS, TERMS AND REFERENCES

1.1 Definitions. In this Agreement (including any addenda, exhibits, or riders), the following terms have the following meanings:

"Act" means the Condominium Act, Chapter 718, Florida Statutes, together with any regulations promulgated thereunder, as amended to the date hereof.

"Additional Services" means those certain services that Manager shall provide to Unit Owners in accordance with Section 5.3.

"Affiliate" means, as to any Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person.

"Agreement" means this Condominium Management Agreement, as it may be amended or supplemented from time to time.

"Applicable Laws" means the laws, statutes, ordinances, codes, rules, regulations and orders of all governmental authorities, agencies or instrumentalities having jurisdiction with respect to the Project, including at the national, regional, state or local levels.

"Approval," "Approve," or "Approved" means prior written approval or consent, not to be unreasonably withheld, delayed or conditioned, except as specifically set forth herein.

"Approved Name" has the meaning ascribed to such term in Section 4.9.2.

"Approved Plans" means plans and specifications approved by Manager (which approval is to ensure the plans and specifications comply with the St. Regis Standards and the St. Regis Design Guide).

"Areas of Insurance Responsibility" has the meaning ascribed to such term in Section 12.1.1.

"Association" has the meaning ascribed to that term in the Preamble and includes its legal successors and permitted assigns.

"Base Concierge Services" means those certain services that Manager shall provide to Unit Owners in accordance with Section 5.1.

"Board" or "Board of Directors" or "Executive Board" means the duly elected governing body of the Association.

"Budget" means the budget of the Condominium for a Fiscal Year, prepared in accordance with the Act, as Approved from time to time by the Association and/or the Board pursuant to the Condominium Instruments and the Act, which shall include an allocation of funds at a minimum for (a) maintenance, repair, and operation of the Condominium including the Common Elements, (b) the operation of the Association, (c) the Condominium's allocable share of costs and expenses pursuant to the CC&Rs, (d) the Reserve Account Obligations (as provided for in Section 6.3), and (e) the cost and expense of all personnel employed by Manager to carry out the functions Manager is obligated to perform hereunder.

"Bylaws" mean the bylaws for the Association.

"CC&Rs" means any and all covenants, conditions, or restrictions applicable to or binding upon the Project, including reciprocal easement agreements or cost sharing arrangements, if any, applicable to the Condominium or the operation of the Condominium, but not including the Condominium Instruments.

"Commencement Date" means the date upon which all of the following have occurred: (a) all interior and exterior elements of at least one Residential Building (including all Units within such Residential Building), all exterior elements of all other Residential Buildings, and the Common Elements of the Condominium have been substantially completed in accordance with the Approved Plans (including installation of all Furniture and Equipment as approved by Manager) and are ready for their intended use as a St. Regis operation; (b) the construction of each Residential Building in which the Condominium is situated is substantially complete on or before the date that Unit Owners are permitted to occupy Units in such Residential Building; (c) the parking serving the Condominium is substantially complete and available; (d) a certificate of occupancy for the areas Manager designates as necessary to operate the Condominium legally and in compliance with Applicable Laws has been issued (including a certificate of occupancy for each Unit for which sale has closed as of the Commencement Date); (e) the sale of the first Unit has closed; (f) the Hotel is open to paying overnight guests; and (g) all planned St. Regis supporting services are available. Developer agrees that on the Commencement Date there will be no ongoing building construction on any portion of the Project that would: (i) materially

adversely affect access to the Condominium, (ii) materially adversely affect any area of the Project that is used by residents of the Condominium or that provides services to the Condominium, or (iii) limit, restrict, disturb or interfere with, in any material respect, Manager's management of the Condominium in accordance with the St. Regis Standards.

"Common Elements" has the meaning ascribed to that term in the Recitals and more specifically means the portions of the Condominium, including the limited common elements, that are not included in any Unit, if any, as more specifically defined and identified in the Condominium Instruments.

"Common Expense" means any expense or cost of the Condominium related to the management, operation and maintenance of the Condominium incurred by the Association, as more particularly defined and identified in the Act and the Condominium Instruments.

"Community Association Management Act" means Chapter 468, Part VIII of the Florida Statutes, as may be amended from time to time.

"Concierge Services" means those certain services that Manager intends to provide in accordance with Section 5.

"Condominium" means the Units and the related Common Elements subjected to the condominium regime, as more fully described in the Condominium Instruments.

"Condominium Buildings" means the structures to be occupied by the Condominium.

"Condominium Instruments" means the declaration of condominium, articles of incorporation, bylaws, rules and regulations, plats and plans and other operating documents under which the Condominium or the Association is created, organized and operated in accordance with the Act, which shall have been Approved by Manager, as the same may be amended from time to time with Manager's Approval.

"Control" (and any form thereof, such as "Controlling" or "Controlled") means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the Person, whether through the ownership of voting interests, by contract or otherwise.

"Developer" has the meaning ascribed to that term in the Recitals.

"Environmental Laws" means, collectively, (1) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., as amended; (2) the regulations promulgated thereunder from time to time; (3) all federal, state and local laws, rules and regulations (now or hereafter in effect) dealing with the use, generation, treatment, storage, disposal, or abatement of Hazardous Materials; and (4) the regulations promulgated thereunder from time to time.

"Event of Default/Association" has the meaning ascribed to that phrase in Section 3.2.1 (Event of Default).

"Event of Default/Manager" has the meaning ascribed to that phrase in Section 3.3.1 (Event of Default).

"Expert" means an independent nationally recognized consulting firm or individual having at least ten (10) years recent professional experience as to the subject matter in question, who is qualified to resolve the issue in question. Each party agrees that it shall not appoint a firm or individual as an Expert who is, as of the date of appointment, or has been within the two (2) years prior to such date, employed by such party, either directly or as a consultant, in connection

with any other matter, or as of the date of appointment is determined after reasonable inquiry to be in discussions with either party for any future engagement.

"Extraordinary Event" means any of the following events, regardless of where they occur or their duration: acts of nature (including hurricanes, typhoons, tornadoes, cyclones, other severe storms, winds, lightning, floods, earthquakes, volcanic eruptions, fires, explosions, disease, or epidemics); fires and explosions caused wholly or in part by human agency; acts of war or armed conflict; riots or other civil commotion; terrorism (including hijacking, sabotage, chemical or biological events, nuclear events, disease-related events, bombing, murder, assault and kidnapping) or the threat thereof; strikes or similar labor disturbances; embargoes or blockades; shortage of critical materials or supplies; action or inaction of governmental authorities that have an impact on the Project (including restrictions on wages or other material aspects of operation, restrictions on financial, transportation or information distribution systems, or the revocation or refusal to grant licenses or permits, where such revocation or refusal is not due to the fault of the party whose performance is to be excused for reasons of the Extraordinary Event); and any other events beyond the reasonable control of Manager or the Association, excluding, however, general economic and/or market conditions not caused by any of the events described herein.

"First Year Budget" has the meaning ascribed to that term in Section 4.1.1(c).

"Fiscal Year" means a fiscal year which ends on December 31st. Any partial Fiscal Year commencing on the Commencement Date and ending on December 31st of the year in which the Commencement Date occurs shall be a separate Fiscal Year. The words "full Fiscal Year" means any Fiscal Year containing not fewer than three hundred sixty-four (364) days. A partial Fiscal Year between the end of the last full Fiscal Year and the expiration or earlier termination of this Agreement shall constitute a separate Fiscal Year.

"Furniture and Equipment" means all furniture, furnishings, wall coverings, carpeting, fixtures, equipment, and systems, if any, owned or leased by the Association, together with all replacements thereof, and additions thereto, including the following: furniture and equipment in the Common Elements; office equipment; material handling equipment; cleaning and engineering equipment; telephone systems; and computerized accounting systems.

"Hazardous Materials" means any substance or material containing one or more of any of the following: hazardous material, hazardous waste, hazardous substance, regulated substance, petroleum, pollutant, contaminant, polychlorinated biphenyls, lead or lead-based paint, or asbestos, as such terms are defined as of the date of this Agreement or thereafter in any applicable Environmental Law, in such concentration(s) or amount(s) as may impose clean-up, removal, monitoring or other responsibility under the Environmental Laws, or that may present a significant risk of harm to occupants, guests, invitees or employees of the Condominium.

"Hotel" has the meaning ascribed to that term in the Recitals.

"Hotel Management Agreement" means that certain management agreement between Manager and Hotel Owner for the management and operation of the Hotel, dated as of [_____ _____], as the same may be amended, modified, restated or supplemented from time to time.

"Hotel Owner" means S.R. LBK, LLC, its successors and permitted assigns.

"Impositions" means all real estate and personal property taxes, levies, assessments, impact fees and similar charges on or relating to the Condominium imposed by any governmental authority having jurisdiction over the Condominium. No assessment or charge due under the CC&Rs shall be construed as an Imposition.

"Interest Rate" means a rate of interest equal to two hundred (200) basis points over the Prime Rate.

"Management Fee" has the meaning ascribed to that term in Section 6.1.

"Management Services" consist of the services described in Section 4.1 (Financial Services), Section 4.2 (Administrative Services), Section 4.3 (Operating Services), Section 4.4 (Personnel), Section 4.5 (Other Services), and Section 4.6 (All Other Acts) to be performed by Manager pursuant to this Agreement.

"Manager" has the meaning ascribed to that term in the Preamble and includes its legal successors and permitted assigns.

"Mortgage" means any mortgage, deed of trust, or other similar security interest encumbering any part of the Condominium or a Unit or any interest in the Condominium or a Unit.

"Person" means an individual (and the heirs, executors, administrators, or other legal representatives of an individual), a partnership, a limited liability company, a corporation, a government or any department or agency thereof, a trustee, a trust, an unincorporated organization or any other legal entity.

"Prime Rate" means the "prime rate" of interest announced from time to time in the "Money Rates" section of *The Wall Street Journal* (Eastern Edition).

"Project" has the meaning ascribed to that term in Recital A.

"Reserve Account" has the meaning ascribed to that term in Section 6.3.

"Reserve Account Obligations" has the meaning ascribed to that term in Section 6.3.

"Reserve Study" has the meaning ascribed to that term in Section 6.3.2.

"Residential Building" has the meaning ascribed to such term in Recital A.

"Rules and Regulations" means the rules and regulations promulgated by the Board from time to time in accordance with the Condominium Instruments and this Agreement.

"Specially Designated National or Blocked Person" means: (i) a Person designated by the U.S. Department of Treasury's Office of Foreign Assets Control from time to time as a "specially designated national or blocked person" or similar status; (ii) a Person described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001; or (iii) a Person otherwise identified by government or legal authority as a Person with whom Manager, or any of its Affiliates, are prohibited from transacting business. As of the date of this Agreement, a list of such designations and the text of the Executive Order are published under the internet website address www.ustreas.gov/offices/enforcement/ofac.

"St. Regis" means The Sheraton LLC, and its successors and assigns.

"St. Regis Design Guide" means the "St. Regis Residences Design Standards, July 2017-revised July 2019", as the same may be amended, restated, supplemented or replaced from time to time.

"St. Regis Marks" means the Licensed Marks, the name and mark "St. Regis" in any form, the SR 2016 STR Logo Monogram, and all other words, trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans and designs (including

restaurant names, lounge names, and other outlet names) used or registered by Licensor or any of its Affiliates and that are used to identify or are otherwise used in connection with St. Regis hotels, private clubs, Vacation Club Products, residential properties or other facilities operated under the St. Regis name (whether registered or unregistered, whether or not such term includes any of the Licensed Marks, and whether used alone or in connection with any other words, trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans, and designs), all as may be amended, modified, deleted or changed by Licensor.

"St. Regis Standards" means, in written or electronic form, the standards, specifications, guidelines, systems requirements and procedures for the identification, operation, furnishing, and equipping applicable to residential condominiums comparable to the Condominium in size, nature, location and operation, and operated by Manager or its Affiliates pursuant to the St. Regis Marks.

"Term" has the meaning ascribed to such term in Section 3.1.

"Unit(s)" has the meaning ascribed to that term in Recital A, as more specifically defined in the Condominium Instruments, and is part of the Condominium that is subject to exclusive ownership.

"Unit Owner" means the record owner of legal title of a Unit, whether one or more Persons, but excluding those having such interests merely as security for the performance of an obligation; *provided, however*, that on foreclosure, trustee sale, or other similar transfer of legal or beneficial title to any such interest, the person or entity that receives such title shall be deemed a Unit Owner and shall be subject to the terms and conditions of this Agreement.

"Unrestricted Rebate" has the meaning ascribed to such term in Section 13.11.

"Vacation Club Products" shall mean timeshare, fractional, interval, vacation club, destination club, vacation membership, private membership club, private residence club, equity plan, non-equity plan, and points club products, programs, services, and plans and shall be broadly construed to include other forms of similar products, programs, services or plans wherein purchasers acquire an ownership interest, use right or other entitlement to use certain determinable accommodations, rooms, condominium units, apartments, co-operative units, single family homes, cabanas, cottages, or attached or free standing townhomes and villas, and associated facilities on a periodic basis and pay for such ownership interest, use right or other entitlement in advance.

1.2 Terminology and Interpretations. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all genders; the singular shall include the plural and the plural shall include the singular. References to days, months, and years are to calendar days, calendar months, and calendar years, respectively, unless the context clearly otherwise requires. The word "include" and similar terms such as "included" and "including" shall be terms of enlargement or example and shall not imply any restriction or limitation unless the context clearly requires otherwise. The table of contents and titles of articles or sections and paragraphs in this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to articles, sections, paragraphs, clauses, exhibits, addenda, or riders shall refer to the corresponding article, section, paragraph, clause, exhibit, addendum, or rider attached to this Agreement, unless otherwise specified. Any term not defined in this Agreement shall have the meaning given to such term in the Condominium Instruments.

1.3 Exhibits, Addenda, and Riders. All exhibits, addenda, and riders attached to this Agreement are by reference made a part of this Agreement.

2. APPOINTMENT; ACCEPTANCE OF APPOINTMENT

2.1 Appointment as Manager. The Association hereby employs Manager to act on behalf of the Association and its members as the exclusive managing entity of the Condominium and to manage the daily affairs of the Association and to maintain, operate, and manage the Common Elements; Manager hereby agrees to so act in such role and to perform the Management Services in accordance with the terms of this Agreement, the Act and the Condominium Instruments. The Association hereby delegates to Manager the power and authority of the Association, to the extent necessary to perform Manager's duties and obligations under this Agreement, subject to the terms of this Agreement, the Act and the Condominium Instruments. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Manager is authorized to act with such additional authority and power as may be reasonably necessary to carry out the spirit and intent of this Agreement to the extent permissible pursuant to the Act and the Condominium Instruments. The Association represents and warrants that its bylaws currently, and covenants that they shall in the future, expressly permit the delegation of power and authority to Manager as set forth herein.

2.2 Recognition of Roles. Under the Act and the Condominium Instruments, the Association is responsible for the governance and operation of the Condominium. Pursuant to Section 2.1, the Association has employed Manager to provide and perform the Management Services on behalf of the Association. The Association recognizes that in order for Manager to effectively perform the Management Services, Manager must be given reasonable latitude to provide and perform those Management Services without the Association and the Board becoming involved on a day-to-day basis in the actual delivery and performance of any or all of the Management Services. The Association agrees that the role of the Association or the Board shall be one of oversight of Manager's delivery and performance of Management Services to the extent permitted by the Act and the Condominium Instruments. The Board shall appoint one director to be the primary liaison and contact with Manager.

2.3 Cooperation with Manager. The Board shall promptly furnish Manager with copies of all documents and notices that may assist or be necessary to Manager in carrying out its duties under this Agreement (including without limitation any information received by the Board concerning the Unit Owners to enable Manager to prepare a current roster of Unit Owners from time to time) on the first day of each calendar quarter, and shall furnish Manager with sufficient instructions and funds to enable Manager to perform all of those Management Services under and in accordance with the provisions of this Agreement. The Board shall provide any information received by the Board concerning the Unit Owners on the first (1st) day of each month to enable Manager to prepare a current roster of Unit Owners from time to time.

2.4 Name. During the Term, and subject to the provisions of Section 4.9.2, the Condominium shall at all times be known and designated as "The Residences at the St. Regis, Longboat Key Resort" or by such other name as may be determined by Manager and Approved by the Association . The legal name of the Association (i.e., the name used in the Condominium Instruments) shall not include the words "St. Regis," or any of the St. Regis Marks, or any reference that would create confusion with or interfere with the St. Regis Marks.

3. TERM

3.1 General. This Agreement shall commence on the Commencement Date and shall continue until the expiration of the thirtieth (30th) full Fiscal Year after the expiration of the Fiscal Year in which the Commencement Date occurs, subject to early termination as provided in Section 3.2 and Section 3.3 (the "Term").

3.2 Termination by Manager. This Agreement may be terminated by Manager before the expiration of the Term on the occurrence of one or more of the following events:

3.2.1 Event of Default. Each of the following events shall be deemed an event of default under this Agreement by the Association (an "Event of Default/Association"): (a) the Association fails to pay, when due and owing, the Management Fee or to reimburse, when due, Manager for any expenses and costs incurred by Manager in providing and performing the Management Services that are required to be reimbursed to Manager under the terms of this Agreement, and does not cure any such failure within twenty (20) days after receipt of written notice of such failure from Manager; (b) the Association commits a material breach of or material failure to perform any other term, covenant, or condition contained in this Agreement, and does not cure or diligently pursue reasonable efforts to cure, any such breach or failure within thirty (30) days after receipt of written notice of such breach or failure from Manager; provided, however, that if such breach or failure is not reasonably capable of being cured within such thirty (30) day period, then so long as the Association has commenced curative action within such period and thereafter continues to pursue diligently such curative action, such thirty (30) day period shall be extended for the period necessary to cure such breach or failure, but in no event to exceed a total of ninety (90) days; (c) the Association breaches a material representation contained in this Agreement; or (d) any assignment by the Association of all or any portion of this Agreement, unless consented to in writing by Manager, at the option of Manager exercised by written notice to the Association. Upon the occurrence of one or more Events of Default/Association, Manager may terminate this Agreement by delivering to the Association at least thirty (30) days prior written notice of Manager's election to terminate this Agreement.

3.2.2 Operational Limitations. At Manager's option, if at any time during the Term, Manager is materially limited in managing the Condominium, and enforcing the Condominium Instruments and the CC&Rs, or maintaining the Common Elements, in each case in accordance with the St. Regis Standards and otherwise in conformity with the requirements of this Agreement, the Condominium Instruments, the Rules and Regulations and the CC&Rs, for any reason (except to the extent caused by Manager's willful or intentional misconduct or Event of Default/Manager) including, without limitation, (a) governmental laws, rules, or regulations hereafter enacted; (b) the failure of the Association and/or the Board, as applicable, to Approve the Budget or to provide sufficient funds in accordance with the Approved Budget and any variances or modifications thereto made in accordance with the terms of this Agreement; (c) the rejection by the Unit Owners of expenditures for Reserve Account Obligations; (d) the failure of the Board to Approve any agreement affecting the Condominium; or (e) the election by Unit Owners to waive funding of the Reserve Account. If Manager believes that any such limitation reasonably prevents Manager from providing or performing the Management Services in accordance with the St. Regis Standards or from maintaining the Common Elements in accordance with the St. Regis Standards, Manager may terminate this Agreement by written notice given to the Association. Such termination shall be effective no less than thirty (30) days after the date such notice is given to the Association, provided that such notice of termination shall be null and void if such default is cured within thirty (30) days after the Association's receipt of such notice, and provided further that if such default is not susceptible of cure within thirty (30) days, then so long as the Association has commenced to cure such default within such thirty (30) day period and is diligently pursuing such cure to completion, the time to cure shall be extended for the period necessary to cure such default, but in no event to exceed a total of ninety (90) days. In the event of disagreement between the parties with respect to whether or not Manager is able to manage the Condominium or maintain the Common Elements in accordance with St. Regis Standards, either the Association or Manager shall have the right to refer the matter to an Expert.

3.2.3 Default Under Condominium Instruments or Agreement. In the event that the Association (or the Board, as applicable) takes any action (including, without limitation, amendment of the Condominium Instruments, amendment of the CC&Rs, or amendment of the Rules and Regulations), or fails to take any action, that: (a) materially limits, in the reasonable opinion of Manager, Manager's ability to maintain or operate the Condominium as a luxury mixed-use condominium in accordance with the St. Regis Standards; (b) causes or constitutes a

failure by the Association to comply with the maintenance standards specified in the Condominium Instruments or CC&Rs applicable to the Condominium and required to be performed by the Association, through no material fault or material failure of Manager in its performance of the Management Services, such that Manager, in its reasonable opinion, is materially limited in managing or operating the Condominium or maintaining the Common Elements in accordance with the St. Regis Standards; or (c) causes or constitutes a failure by the Association to comply with any other agreement or document binding upon the Association, through no material fault or material failure of Manager in its performance of the Management Services, such that Manager, in its reasonable opinion, is materially limited in managing or operating the Condominium in accordance with the St. Regis Standards, then, at Manager's option, Manager may terminate this Agreement by written notice given to the Association. Such termination shall be effective no less than thirty (30) days after the date of delivery of the written notice of termination; provided that such notice of termination shall be null and void if such default is cured within thirty (30) days after the Association's receipt of such notice, and provided further that if such default is not susceptible of cure within thirty (30) days, then so long as the Association has commenced to cure such default within such thirty (30) day period and is diligently pursuing such cure to completion, the time to cure shall be extended for the period necessary to cure such default, but in no event to exceed a total of ninety (90) days. In the event of disagreement between the parties with respect to whether or not Manager is able to manage the Condominium or to maintain the Common Elements in accordance with St. Regis Standards, either the Association or Manager shall have the right to refer the matter to an Expert.

3.2.4 Termination of Condominium Instruments or CC&Rs. In the event that the Condominium Instruments or CC&Rs expire or are earlier terminated for any reason, and Manager's ability to manage or operate the Condominium in accordance with the St. Regis Standards is materially adversely affected in Manager's reasonable judgment, Manager may, at Manager's option, terminate this Agreement, such termination to be effective as of the date of delivery of a written notice of termination given by Manager to the Association, or such other date specified in the notice. In the event of disagreement between the parties with respect to whether or not Manager is able to manage or operate the Condominium in accordance with St. Regis Standards, either the Association or Manager shall have the right to refer the matter to an Expert.

3.2.5 Material Adverse Reflection on St. Regis Marks. At the option of Manager, if at any time during the Term, a circumstance, development or event occurs with respect to the Condominium that in Manager's good faith judgment would have a material adverse reflection on the St. Regis Marks, which circumstance, development or event is not caused by, or does not result from, actions by Manager or any third party retained by Manager, and such circumstance, development or event is not cured as hereinafter provided, Manager may terminate this Agreement. In the event that any circumstance, development or event occurs that in Manager's good faith judgment would cause a material adverse reflection on the St. Regis Marks, Manager shall send notice thereof to the Association and in the event that the same is not cured to Manager's satisfaction within thirty (30) days after the date of such written notice, Manager shall have the right to terminate this Agreement by written notice to the Association within ninety (90) days after the expiration of the thirty (30) day cure period.

3.2.6 Termination of Hotel Management Agreement. In the event the Hotel Management Agreement expires or is earlier terminated for any reason, Manager may, at Manager's option, terminate this Agreement within one hundred eighty (180) days after the expiration or termination of the Hotel Management Agreement, such termination to be effective as of the date of delivery of a written notice given by Manager to the Association, or such other date specified in the notice.

3.3 Termination by the Association

3.3.1 Event of Default. Each of the following events shall be deemed an event of default under this Agreement by Manager (an "Event of Default/Manager"): (a) Manager commits a material breach of or material failure to perform any term, covenant, or condition contained in this Agreement, and does not cure or diligently pursue reasonable efforts to cure, any such breach or failure, within thirty (30) days after receipt of written notice of such breach or failure from the Association; provided, however, that if such breach or failure is not reasonably capable of being cured within such thirty (30) day period, then so long as Manager has commenced curative action within such period and thereafter continues to pursue diligently such curative action, such thirty (30) day period shall be extended for the period necessary to cure such breach or failure, but in no event to exceed a total of one hundred twenty (120) days, or (b) Manager breaches a material representation contained in this Agreement. Upon the occurrence of one or more Events of Default/Manager, the Association may terminate this Agreement by delivering to Manager at least thirty (30) days prior written notice of the Association's election to terminate this Agreement. If, after giving the notice set forth above, Manager is in default due to its failure to provide services in accordance with this Agreement, the Association may procure such services from another party and shall be entitled to collect any fees or charges paid for the services provided by such other party from Manager.

3.3.2 Termination Pursuant to the Act. This Agreement and the Term of this Agreement may be canceled by the Association at such times and under such circumstances as provided in Section 718.302 of the Act. Manager shall be entitled to no less than sixty (60) days' prior written notice of the Association's election to terminate this Agreement pursuant to the preceding sentence.

3.4 Termination by Either Party

3.4.1 Condemnation of the Condominium. In the event that a condemnation or eminent domain action occurs affecting any or all of the Project or the Condominium, and the Association is not required to operate, or elects not to continue to operate the Condominium, either Manager or the Association may terminate this Agreement, such termination to be effective as of the date of delivery of a written notice of termination given by the terminating party to the other party, or such other date specified in the notice.

3.4.2 Casualty Affecting the Condominium. In the event a casualty occurs affecting any or all of the Condominium, and the Association is not required to operate, or elects not to continue to operate, the Condominium, then either party may terminate this Agreement, such termination to be effective as of the date of delivery of a written notice of termination given by the terminating party to the other party, or such other date specified in the notice.

3.5 Conditions of Termination; Transition Procedures. The effectiveness of any expiration of the Term or any earlier termination by the Association of this Agreement shall be conditioned on payment of all amounts required to be paid to Manager under this Agreement on the date of such expiration or earlier termination. On the expiration or earlier termination of this Agreement for any reason: (a) Manager shall deliver to the Association a final accounting, reflecting the balance of income and expenses of the Condominium as of the date of expiration or earlier termination, together with any other records or reports required under the Condominium Instruments or Act, such accounting and information to be delivered within ninety (90) days after the effective date of the expiration or earlier termination of the Agreement; (b) any monies of the Association held by Manager for the Association shall be paid to the Association (Manager shall have the right to set-off from such monies any amounts owed to Manager by the Association under this Agreement, as commercially reasonably determined by Manager); and (c) all books and records of account, contracts, leases, receipts for deposits, unpaid bills, and other papers or documents that pertain to the Condominium and the Association shall be delivered to the Association, and, effective as of the expiration or earlier termination of

this Agreement, the Association shall be responsible for the payment of any unpaid bills for any purposes previously Approved by the Board or by the Association as part of its Approval of the Budget.

4. MANAGEMENT SERVICES

Manager shall provide or cause to be provided all services reasonably required to administer the affairs of the Association and its operations with respect to the Units and the Common Elements at all times in a manner consistent with the provisions of the Condominium Instruments and subject to the terms and conditions set forth in this Agreement. Nothing contained in the first sentence of Section 4.4.1 shall in any way limit Manager's obligations to make appropriate personnel available to provide all Management Services reasonably required to administer the affairs of the Association and its operations with respect to the Units and the Common Elements at all times in a manner consistent with the provisions of the Condominium Instruments and subject to the terms and conditions set forth in this Agreement; provided, however, that Manager is authorized to retain and employ such attorneys, accountants, consultants, third-party vendors and other professionals and experts whose services Manager deems reasonably necessary or appropriate to effectively perform the Management Services, and Manager shall employ same on such basis as it deems most beneficial to the Association consistent with the Budget or as otherwise permitted by this Agreement. Manager is hereby authorized to perform, or to engage third-party vendors, experts or consultants to perform, each of the services set forth in this Section 4, and shall have all the powers that the Association has pursuant to the Condominium Instruments, subject to any limitations contained in the Condominium Instruments or the Act, to the extent reasonably necessary or appropriate to perform its duties and obligations under this Agreement. In performing its duties under this Agreement, Manager shall be deemed to be acting on and for the account of the Association. Except as otherwise expressly provided, Manager shall perform the Management Services for the Association in return for payment of the Management Fee as provided for in Section 6.1 of this Agreement. In addition to payment of the Management Fee, the Association shall also be responsible to pay all costs and expenses incurred by Manager or any third-party engaged by Manager hereunder in the performance of the Management Services (including without limitation, the cost and expense of all personnel employed by Manager to carry out the services to be performed hereunder, the cost of third-party vendors, experts and consultants engaged by Manager to provide the services to be performed hereunder, postage, delivery charges, photocopy charges, facsimile charges, and similar costs and expenses), all such costs and expenses to be consistent with the Budget (subject to permitted variances as set forth in Section 4.1.1(a)). The Management Fee and the costs and expenses incurred by Manager in the performance of the Management Services shall be deemed Common Expenses , provided the same are incurred by Manager consistent with the Budget (subject to permitted variances as set forth in Section 4.1.1(a)) or as otherwise permitted by this Agreement.

4.1 Financial Services. Manager shall provide or cause to be provided the following services of a financial nature, materially consistent with the Budget, at the expense of the Association:

4.1.1 Budgets

(a) For each Fiscal Year during the Term, and subject to Section 4.1.1(c) with respect to the first (1st) Fiscal Year, Manager shall, during the sixty (60) day period prior to the commencement of such Fiscal Year (or earlier, if required by the Act), prepare and submit to the Board for Approval, a budget satisfying the requirements of the Condominium Instruments and the Act, including budgetary line items for the Condominium's share of costs and expenses arising under the CC&Rs and for the Reserve Account and an amount for working capital. The proposed budget shall specify the assessments to be levied on each Unit Owner in accordance with the provisions of the Condominium Instruments. Each such budget Approved by the Board (and the Association, if and as required by the Act) is called the "Budget." Manager and the

Board shall use commercially reasonable efforts to complete the Budget for a Fiscal Year at least forty-five (45) days prior to such Fiscal Year. Once the Board has Approved the Budget, the Budget shall be distributed to the Unit Owners (if and as required by the Act), who may object to the Budget in the manner provided in the Act.

If the Board adopts an annual Budget that requires an assessment against Unit Owners that exceeds one hundred fifteen percent (115%) of the assessments for the preceding Fiscal Year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute Budget if the Board receives, within twenty-one (21) days after adoption of the annual Budget, a written request for a special meeting from at least ten percent (10%) of the voting interests. The calculation of the annual increase in the assessment and the revision of the Budget shall be conducted in accordance with the Act. THE STATUTORY CALCULATION OF THE BUDGET VARIANCE EXCLUDES RESERVES AND DEFERRED MAINTENANCE.

If the Unit Owners reject the Budget in accordance with the provisions of the Act and the Condominium Instruments, the Board and Manager shall use commercially reasonable efforts to revise the Budget to address the concerns of the Unit Owners and to Approve a new Budget as soon as reasonably practicable, which shall be subject to such approval as provided in the Act.

Once the Budget has been Approved in the manner provided in the Condominium Instruments and Act, it shall form the basis for which all expenditures for the Condominium shall be made; provided, however, Manager shall be allowed, as reasonably necessary, to deviate from each line item in the Budget for an adverse variance of no more than ten percent (10%) on each line item as long as there is no adverse variance of more than five percent (5%) of the total expenses in the Budget in the aggregate. In the event Manager anticipates a need to make additional expenditures in excess of the foregoing variances, Manager shall discuss such needs with the Board and Manager and the Board shall jointly consider the need for and Approve revisions to the Approved Budget. In that regard, Manager shall continuously monitor the Budget, and shall provide monthly financial reports to the Board which shall include a record of all deposits to and expenditures from the Reserve Account, and should Manager find it necessary to revise the Budget during the course of the Fiscal Year, whether due to an Extraordinary Event, change in business climate, unforeseen capital requirements or for any other reason, Manager will be required to submit such revisions for the balance of the Fiscal Year to the Board for the Board's Approval, setting forth in writing the reasons for such revisions and/or the measures to be taken to correct such variance. Manager shall distribute or cause to be distributed a copy of the Budget to all Unit Owners, in accordance with the notice requirements of the Condominium Instruments and the Act, and shall notify each Unit Owner of its regular assessment arising under that Budget.

(b) Subject to the rights of the Unit Owners under the Act, if Manager and the Board (and the Association, if and as required by the Act) are unable to agree on the Budget prior to the commencement of any Fiscal Year or on any revision of the Budget, and until an agreement is reached (or the Expert has made a decision in the event of a disagreement between the Board and Manager), the Condominium shall be operated on the basis of the provisions of the proposed Budget that have been Approved by the Board, and as to other portions of the proposed Budget that have not been Approved, on the basis of the actual expenditures for the prior Fiscal Year, with the following modifications (each of which shall be deemed to be an Approved modification to the last Approved Budget until agreement on all portions of the Budget is reached or the Expert makes a decision on all portions of the Budget):

(i) Manager shall have the right to expend for Common Expenses (other than for employee wages and benefits, taxes, insurance and utilities, which are addressed below) amounts which are increased by the amounts actually charged by third parties, but in no event higher than fifteen percent (15%) of the budgeted amount previously adopted; provided there shall be no limit on expenditures made to correct conditions that could reasonably result in

a threat to the health or safety of the Unit Owners or a significant risk of damage to the Condominium.

(ii) Manager shall have the right to expend such amounts for taxes, insurance and utilities as are actually required to operate the Condominium and otherwise required by the terms of this Agreement.

(iii) Manager shall have the right to expend from the Reserve Account up to the entire amount to be dedicated thereto during such ensuing Fiscal Year as it reasonably deems necessary for the Reserve Account Obligations as provided in Section 6.3 to the extent such expenditures are reasonably necessary or appropriate to preserve the Condominium's physical structure and the Common Elements (including Furniture and Equipment therein) to St. Regis Standards.

(iv) Manager shall have the right to expend the amount for employee wages and benefits that are contained in the Budget (or revision thereof) submitted for such Fiscal Year.

(v) Manager shall have the right to expend such amounts in the Budget over which there is no disagreement between the Board and Manager.

Upon any disagreement over the Budget (or revision thereof) with respect to any Fiscal Year, either the Board or Manager shall have the right to refer the matter to an Expert. The Expert shall decide the appropriate Budget necessary to operate, manage and maintain the Condominium Association and the Common Elements in accordance with this Agreement and the St. Regis Standards for the Fiscal Year in dispute.

(c) Manager and Developer have approved a budget for the first (1st) Fiscal Year (which may be a stub Fiscal Year) of the Condominium (the "First Year Budget"). The First Year Budget, a copy of which is attached as Exhibit A, is hereby adopted by the Board on behalf of the Association. The First Year Budget shall form the basis for which all expenditures for the Condominium shall be made during the first (1st) Fiscal Year of the Condominium, provided, however, that Manager shall be allowed, as reasonably necessary, to deviate from such Budget provided that such deviations do not cause an adverse variance in excess of those allowed in Section 4.1.1(a).

4.1.2 Special Assessments for Common Elements. Manager shall be authorized to collect from the Unit Owners, in accordance with the Condominium Instruments and the Act, any special assessment adopted by the Board, including without limitation, for the costs of: (a) major or extraordinary repairs, alterations, improvements, renewals, replacements, or additions to the Common Elements, including without limitation those (i) necessary to comply with any Applicable Law, (ii) necessary for the continued safe and orderly operation of the Units and the Condominium, or (iii) necessary to maintain the Common Elements in a manner consistent with the St. Regis Standards and the CC&Rs generally; (b) removing Hazardous Materials (and all contaminated soil and containers) discovered at any time on any portion of the Common Elements or the Units, correcting the violation of any Environmental Law pertaining to the Common Elements, and taking all other necessary steps to remedy such problem in accordance with all Environmental Laws; (c) repairing, rebuilding, or replacing the Common Elements, as a result of a fire, casualty, or any other similar cause, to the extent not covered by insurance proceeds and to the extent such repairing, rebuilding and/or replacing is required by the Condominium Instruments, or has been Approved by the Board or the Association, as applicable, in accordance with the Condominium Instruments; or (d) altering, repairing, rebuilding, or replacing the Common Elements in the event of a complete or partial taking in any eminent domain, condemnation, compulsory acquisition, or like proceeding of any competent authority to the extent not covered by the proceeds of such action or proceeding due and payable to the Association, and to the extent such repairing, rebuilding and/or replacing is required by the

Condominium Instruments, or has been Approved by the Board or the Association, as applicable, in accordance with the Condominium Instruments. The cost and expense of collection shall be a Common Expense.

4.1.3 Special Charges. Manager shall be authorized, subject to Approval of the Board, to collect a special charge or fine against a Unit Owner as permitted in the Condominium Instruments for: (a) repair or replacement of all or any part of the Common Elements or property of the Association caused, in the opinion of the Board, by the negligence or misuse of a Unit Owner, his or her family, guests, tenants, or invitees; or (b) any violation of the provisions of the Condominium Instruments or Rules and Regulations by a Unit Owner, his or her family, guests, tenants, or invitees that increases the costs and expenses of maintenance and repair of the Condominium by Manager, that requires repair and/or removal of a non-compliant item, or that increases the Condominium's insurance rates. The cost and expense of collection to the extent not paid by the Unit Owner, and any uncollectible amounts, shall be a Common Expense.

4.1.4 Collection of Assessments. Manager shall be authorized to collect from the Unit Owners, on behalf of the Association, all regular and special assessments and charges that may be due under the Condominium Instruments in accordance with collection guidelines as adopted by the Board from time to time and the requirements or restrictions of the Condominium Instruments and the Applicable Laws. Manager may file a charge or claim of lien on behalf of the Association against a Unit Owner should such Unit Owner fail to pay such assessments and charges, or take such other appropriate action, either in its name as manager for, or in the name of, the Association, all in the manner, and to the extent, authorized by the Condominium Instruments or Act. The Association may satisfy liens, charges of record or privileges on payment and render statements as to the current status of a Unit Owner's account. The costs of collection, to the extent not paid by a Unit Owner, shall be a Common Expense.

4.1.5 Bank Accounts. Manager shall establish and maintain, or cause to be established and maintained, segregated bank accounts, on behalf of the Association, in such depositories as are required under the Act, or in the event that there is not such requirement, in a commercially reasonable depository. Manager shall promptly deposit or invest funds collected from Unit Owners and all other amounts collected by Manager in connection with the performance of its duties under this Agreement in such accounts. Receipt of the foregoing funds by Manager shall not constitute income to it for income tax purposes, since these funds are received and held in a custodial capacity only. Any costs and expenses incurred to open and maintain such accounts shall be a Common Expense.

4.1.6 Disbursements. Manager shall review all invoices received for services, work and supplies ordered in connection with Manager's performance of its obligations under this Agreement and cause all of such invoices, as well as all utility charges and other amounts due from the Association to be paid as and when due, on behalf of the Association, provided the funds necessary for payment of such invoices are available in the bank accounts of the Condominium Association. Manager shall disburse from the bank accounts of the Association amounts required for the payment of all Common Expenses incurred consistent with the provisions of Section 4.1.1 or as otherwise permitted by the Condominium Instruments and this Agreement.

4.1.7 Financial Statements. Manager shall, as soon as reasonably practical, but in all events as required by the Act, prepare and distribute, or cause to be prepared and distributed, annual financial reports to the Association and to each Unit Owner in accordance with the Condominium Instruments and Act. To the extent that Manager engages third party consultants to produce such reports, the cost and expense thereof shall be a Common Expense. Upon written request, Manager shall provide the Board with interim quarterly financial reports reflecting the then current balances of the Association's bank accounts.

4.1.8 Books and Records. Manager shall keep and maintain, or cause to be kept and maintained, books and records for the Association, including all "Official Records" as that term is defined in the Act, in accordance with generally accepted accounting principles applied on a consistent basis, or in accordance with such industry standards or such other standards with which Manager and its Affiliates are required to comply from time to time. The books of accounts and other records for the Association shall be available to the Association, Unit Owners and the holders, insurers, and guarantors of mortgages pertaining to any Unit at all reasonable times for examination, inspection, and transcription, as required by the Act. Manager shall charge a reasonable fee for any transcription or reproduction of the records of the Association, as and to the extent permitted by the Act. Such inspections shall be conducted without unreasonable disruption to the operations of Manager. Manager shall timely respond to requests from Unit Owners, prospective purchasers and lienholders for information required to be provided to such Persons by the Association pursuant to the Condominium Instruments and the Act and may, on behalf of the Association, charge a reasonable fee for the delivery of such information, subject to Applicable Laws.

4.1.9 Filing of Returns. Manager shall execute and file returns and other instruments and do and perform all acts required of an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, the United States Internal Revenue Code of 1986, as amended from time to time, with respect to wages paid by Manager, and under any similar Federal, State or municipal law now or hereafter in force.

4.1.10 Audit and Tax Services. Manager may, and if requested by the Board or the Association shall, hire and employ vendors and outside contractors to perform services related to any audit of the finances of the Association and the filing of tax returns and related documents with appropriate governmental authorities. The cost and expense of such services shall be a Common Expense.

4.2 Administrative Services. Manager shall provide or cause to be provided the following services of an administrative nature:

4.2.1 Condominium Meetings. Manager shall assist in scheduling and holding the meetings of the members of the Association and the Board, including the preparation of notices of meetings, and all notices and documents to be distributed at such meetings, in accordance with the provisions of the Condominium Instruments and the Act. Manager shall prepare the agenda for all meetings and assist in the conduct of the meetings and oversee the election of the directors. Manager shall circulate minutes of any such meeting as prepared by the secretary of the Association in accordance with the requirements of the Condominium Instruments.

4.2.2 Condominium Records. Manager shall keep all records of the affairs of the Association, including minutes of meetings, correspondence, and modifications of the Condominium Instruments and the Rules and Regulations and any other records that are required under the Act. Manager shall make such records available during normal business hours, or under other reasonable arrangements, for inspection by Unit Owners, prospective purchasers, their mortgagees, and the insurers of any mortgages. Manager may charge a reasonable fee for any transcription or reproduction of the records of the Association, as and to the extent permitted under the Act. Manager shall comply with the requirements of the Act with respect to the location and availability of such records.

4.2.3 Rules and Regulations. Manager may, from time to time, suggest amendments to the Rules and Regulations as Manager deems advisable and will be consulted by the Board prior to adoption of any amendments to the Rules and Regulations proposed by others. Consistent with the requirements of the Condominium Instruments, Manager shall provide to the Unit Owners a copy of the Rules and Regulations as adopted by the Board or the Association, as applicable, and as amended or modified from time to time in accordance with the Condominium

Instruments. Manager shall use reasonable efforts, consistent with the Condominium Instruments and the Act, to enforce the Rules and Regulations and to keep the Board informed of any material violation thereof.

4.2.4 Roster of Unit Owners. Manager shall maintain, based on the information provided by the Board pursuant to Section 2.3 or otherwise, in accordance with the Act, a complete roster of Unit Owners, setting forth their names, mailing addresses, unit identifications, voting certifications, and such other information as may be required by the Act. Manager shall furnish a copy of the roster, subject to the limitations on such disclosures set forth in the Act, to a Unit Owner requesting a copy of the roster in accordance with the Condominium Instruments and the Act. The actual costs and expenses in connection with furnishing copies of the roster to individual Unit Owners shall be borne by the requesting Unit Owners.

4.2.5 Maintenance of Records. Manager shall maintain records sufficient to describe its services hereunder including financial books and records sufficient to identify the source of all funds collected by it in its capacity as Manager, and disbursement thereof. Such records shall be kept in accordance with sound accounting practices and will be kept at the office of Manager or at such other location as may be required by the Act. Any independent or external audit or other financial report required by the Board or by the Condominium Instruments or the Act shall be obtained by Manager at the direction of the Board, but shall be prepared by accountants selected by the Board. The cost and expense thereof shall be a Common Expense. Manager shall arrange for all reporting and audits required of the Association under the Act, the cost of which shall be a Common Expense.

4.2.6 Unit Owner Estoppel Certificates. Manager shall be responsible for providing Estoppel Certificates in accordance with Section 718.116 of the Act and Manager shall charge no more for an Estoppel Certificate than such amount as may be permitted pursuant to the Condominium Instruments or the Act. Notwithstanding the foregoing, Manager shall not charge any fee for an Estoppel Certificate in connection with any sale of a Unit by Developer.

4.2.7 Alteration Requests. Manager shall process requests for alterations to Units from Unit Owners that require notice to or approval of the Board, any applicable committee of the Association or the Unit Owners, in accordance with the Condominium Instruments.

4.3 Operating Services. Manager shall provide or cause to be provided the following operating services to the Association:

4.3.1 Licenses and Permits. Manager shall maintain in the Association's name (unless required to be maintained in Manager's name on behalf of the Association), all licenses and permits required to be obtained by the Association and Manager in connection with the management and operation of the Association and the Common Elements. The Board shall execute and deliver any applications and other documents and otherwise cooperate to the fullest extent with Manager in applying for, obtaining, and maintaining such licenses and permits. The cost of obtaining and maintaining any of the foregoing licenses or permits, including satisfaction of any requirements therefor, shall be a Common Expense.

4.3.2 Compliance with Laws. Manager shall use commercially reasonable efforts to operate the Association and the Common Elements in compliance with (a) all Applicable Laws, (b) the terms and conditions of the Condominium Instruments and in accordance with the requirements of any insurance carrier insuring all or any part of the Common Elements, and (c) the Budget (subject to the provisions of this Agreement). Manager, with the consent of the Board, shall have the right to contest any governmental law, regulation, ordinance, order, and requirement, unless failure to comply promptly with any such law, regulation, ordinance, order, and requirement would or might expose Manager, the Association, or both, to criminal liability or to substantial civil penalty unless the party affected thereby

consents to such action. Manager shall not, however, be responsible for the compliance of the Common Elements or the Condominium, or any equipment therein or related thereto, with the requirements of any Applicable Laws, including without limitation, any building codes or Environmental Laws. However, Manager shall notify the Board promptly or forward to the Board promptly any complaints, warnings, notices, or summonses received by Manager relating to any such matters. The Association authorizes Manager to disclose the ownership of the Condominium to any such officials. The Association agrees to indemnify, defend, and hold Manager, its representatives, agents, and employees harmless from all loss, cost, expense, and liability whatsoever that may be imposed on any of them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations, unless such violation was directly attributable to the fraudulent or willful misconduct of Manager (as finally adjudicated by a court of competent jurisdiction). The cost of compliance with Applicable Laws incurred by Manager shall be a Common Expense.

4.3.3 Management Supplies. Manager shall, on behalf of and as a Common Expense, buy and maintain sufficient inventories of all consumable items used in the operation of the Association and the Common Elements, including cleaning materials, stationery, and similar items, to the extent consistent with the Budget (subject to permitted variances as set forth in Section 4.1.1(a)).

4.3.4 Investigation of Accidents. Manager shall, on behalf of the Association, investigate, or have others investigate, all accidents, estimate the cost to repair any damage or destruction to the Common Elements, and make written reports to the Board as to all material claims for damages relating to the ownership, operation, and maintenance of the Common Elements as such claims shall become known to Manager. Manager shall prepare all reports required by any insurance company to be filed in connection therewith, and may hire any necessary consultants pursuant to Section 4.2.6.

4.3.5 Service Contracts. Manager shall, on behalf of and as a Common Expense (but only to the extent said costs and expenses are consistent with the Budget (subject to permitted variances as set forth in Section 4.1.1(a))), engage such third parties as Manager deems advisable to provide such services as may be necessary or desirable for the operation and maintenance of the Common Elements, in accordance with the terms of the Condominium Instruments and this Agreement. Manager shall administer any contracts for such services on behalf of the Association. All contracts for the purchase, lease or renting of materials or equipment to be used by the Association, all contracts for the provisions of services (including without limitation, for retention or employment of attorneys, accountants, consultants, third-party vendors and other professionals and experts), and all contracts that are not to be performed within one (1) year after execution, shall be in writing. Further, if such contract requires payment by the Association of an amount that in the aggregate exceeds five percent (5%) of the total annual budget of the Association, including reserves), Manager shall obtain competitive bids therefor, provided that this requirement shall not be construed to require Manager or the Association to accept the lowest bid.

Manager shall not be precluded from executing agreements or granting concessions or licenses to itself, to the Hotel Owner, to a Unit Owner, or to any Affiliate of any of them. To the extent not prohibited by the Act or the Condominium Instruments, entering into any contract, agreement, concession or license by Manager with itself or an Affiliate shall not be considered to be self-dealing; provided that the prices and other terms of such contract, agreement, concession or license are obtained in accordance with the requirements of this section and are competitive with those obtainable from unrelated vendors or are the subject of competitive bidding.

4.3.6 Compliance with Ancillary Documents. Consistent with the Budget, Manager shall use commercially reasonable efforts to see that the Association complies with, and enjoys all of the benefits of, all agreements affecting the Condominium, including the CC&Rs, or agreements to which the Association is a party or is subject. Manager is authorized to act on

behalf of the Association in regard to all such agreements (excluding the Condominium Instruments) consistent, in all respects, with its obligations to the Association hereunder. Additionally, Manager, on behalf of the Association, is authorized to act or give such approvals or consents as may be required of the Association under such agreements, to the extent permitted by the Act, provided that notice of any such action, approval or consent is given to the Board and the Board is afforded a reasonable opportunity to discuss the same with Manager. As and to the extent that Manager or the Association incurs costs and expenses in connection with the foregoing, those costs and expenses shall be a Common Expense in accordance with the terms of this Agreement.

4.4 Personnel

4.4.1 Employees of Manager and Others. In the performance of the Management Services, Manager shall directly employ such personnel as Manager deems reasonably necessary for delivery of the Management Services related to the operation of the Association and maintenance of the Common Elements. Manager may use the services of vendors and third parties to supply such personnel provided that in no event shall less than one (1) part/full time person be employed to provide these services. Manager shall be responsible for the selection, hiring, and work of such personnel, as well as the selection and hiring of vendors and third parties. Manager shall have sole discretion to hire, terminate and promote its personnel, or terminate vendors or third parties supplying personnel. Manager shall have full responsibility to supervise, direct, train and oversee all personnel, to fix their compensation in accordance with the Budget, and generally to establish and maintain all employment policies and practices, provided that Manager shall use commercially reasonable good faith efforts to cause Manager's employment policies and practices to comply with all Applicable Laws. The Board shall have no right to, and shall not, direct, supervise, delegate to or reprimand any personnel of or employed by Manager or interfere with the management or discipline of such personnel, and the Board agrees not to attempt to do so. Personnel of or employed by Manager shall be treated fairly, with dignity and with respect by the Board. The Board shall take reasonable care to ensure that personnel of or employed by Manager are provided a work environment free of verbal, physical or other harassment or abuse from the Board, the Unit Owners and their respective agents or invitees. The Board and Manager shall fully cooperate with each other to implement and carry out the provisions of this Section 4.4.1. Subject to the provisions of Section 4.1 of this Agreement, the cost and expense (including any termination and incoming relocation expense) of all personnel directly employed by Manager with respect to the Condominium shall be included as a Common Expense (provided, however, that the cost and expense of above-property supervisory personnel (namely, the Manager of Governance and the Vice President, Residences for The Sheraton LLC) shall not be included as a Common Expense, but the cost and expense of centrally-provided support services that would otherwise be provided at the Condominium (e.g., accounting services) shall be fairly allocated to the Condominium), and the cost and expense of vendors and third parties engaged by Manager shall be included as a Common Expense. Notwithstanding the foregoing, with respect to expenses related to the relocation of the Director of Residences, if such individual whose relocation costs have been paid as a Common Expense is relocated by Manager to another property managed by Manager or its Affiliate within twelve (12) months following the commencement of such individual's employment at the Condominium and Manager (as opposed to the Association or such individual) has initiated the relocation, then Manager will reimburse to the Association the pro rata portion (as described in the following sentence) of the relocation costs previously paid as a Common Expense in respect of such individual against the relocation costs of the individual's replacement. For purposes of the preceding sentence, the pro rata portion of relocation costs to be reimbursed to the Association will be the product of the total relocation costs previously paid as a Common Expense with respect to the individual in question, multiplied by a fraction the numerator of which is 365 minus the number of days the individual in question was employed at the Condominium, and the denominator of which is 365.

4.4.2 Employees of the Association. If and when the Association desires to directly employ one or more persons to provide services to the Condominium, the Association shall discuss the same with Manager, and shall obtain the Approval of Manager as to the position and the person selected to fill the position. The cost and expense of any employees employed directly by the Association shall be included as a Common Expense.

4.4.3 Fidelity Bond. Manager shall obtain a blanket fidelity bond for itself and all officers, employees, and agents of Manager who handle, or are responsible for handling, the Association's monies under this Agreement. The cost and expense of such bond(s) shall be a Common Expense.

4.4.4 Termination. In the event this Agreement is terminated and Manager ceases to act as the manager of the Condominium, nothing herein shall prevent the Association from extending offers of employment to employees of Manager whose employment is being terminated by Manager effective as of the termination of this Agreement. Manager represents that it is prepared to take all steps reasonable and appropriate pursuant to its normal transition procedures to coordinate a smooth transition in order to avoid any successor liability to the Association with respect to Manager's employees, including any WARN Act liability or equivalent liability under a comparable state law (provided the Association has taken all necessary steps to avoid WARN Act liability or equivalent liability under a comparable state law, including without limitation giving Manager sufficient advance notice of such termination).

4.5 Other Services. Manager shall provide or cause to be provided the following additional services:

4.5.1 Inspections. Manager shall make periodic inspections of the Common Elements and render reports and make recommendations to the Board concerning the Common Elements and observable Condominium Instruments non-compliance issues with respect to the Units.

4.5.2 Emergencies. The Condominium Instruments shall at all times provide that Manager shall have the right to enter any of the Units as necessary without prior notice for emergency repairs to prevent damage to any Unit or any element of the Common Elements, and for the purpose of abating any unlawful or prohibited activity, but only as and to the extent consistent with the Act or other Applicable Laws.

4.5.3 Repair and Maintenance of Common Elements. Manager shall, as a Common Expense, cause the Common Elements to be operated, maintained, repaired, and replaced in accordance with the Condominium Instruments, consistent with the St. Regis Standards and the provisions of the CC&Rs, and, subject to Section 4.1, the Budget and shall cause, coordinate, supervise and oversee all repairs, maintenance, alterations, improvements, renewals, replacements, and additions with respect to the Common Elements which are authorized in accordance with the Condominium Instruments and the Act.

4.6 All Other Acts. Manager shall perform all such other and further acts and things as it determines to be reasonably necessary to fulfill the terms of this Agreement and as otherwise delegated to it or authorized by action of the Board or under the Condominium Instruments.

4.7 Frequency of Services. Manager shall perform the Management Services as often as provided above; however, if no time frame is specified in this Section 4, then Manager shall perform the Management Services as often as it deems reasonably necessary and appropriate for the specified services, applying prudent management practices and with the intent of ensuring compliance with the Act, Condominium Instruments and the St. Regis Standards.

4.8 Access. So long as Manager operates the Hotel, Manager and the Association

agree that they will cooperate in good faith to execute and cause the execution of such CC&Rs (including service easements, access easements and the like) as may be necessary in Manager's reasonable opinion to provide ingress, egress and passage over and through the Hotel and the Condominium.

4.9 St. Regis Marks

4.9.1 Ownership of the St. Regis Marks. The Association acknowledges that, to the best of its knowledge, Manager and its Affiliates are the sole and exclusive owners of all rights, title and interest of every kind and nature in and to the St. Regis Marks and all the goodwill associated with the St. Regis Marks. The Association further acknowledges that neither it nor any Unit Owner shall have any rights or interest whatsoever in any of the St. Regis Marks.

4.9.2 Rights to Use St. Regis Marks. So long as Manager manages the Condominium and this Agreement is in effect, the Condominium may be known as "The Residences at the St. Regis, Longboat Key," or by such other name as may be approved by the Association and Manager (the "Approved Name"). However, Manager and the Association expressly agree that neither the Unit Owners nor the Association shall have any right, title or interest in or to the Approved Name or the St. Regis Marks.

Any use of the Approved Name shall be limited to textual use (i) on signage on or about the Condominium, which may also include the St. Regis Marks, in form and style approved by Manager, in its sole but good faith discretion, and (ii) by the Association, the Board and Unit Owners solely to identify the address of the Condominium or the Units. Any other use of the Approved Name or the St. Regis Marks is strictly prohibited. No use of the Approved Name or any of the St. Regis Marks shall be permitted should this Agreement terminate. Should Manager cease to manage the Hotel while this Agreement is in effect, Manager shall determine, in its sole discretion but in any event in conformance with Manager's naming protocol then in effect, an alternative name for the Condominium using the St. Regis Marks and the Association shall bear all of the costs and expenses incurred in changing the Approved Name (e.g., removing the word "resort" from any existing or future approved name for the Condominium). Any use of the Approved Name or any of the St. Regis Marks on signage by the Unit Owners, the Board or the Association, or anyone else, which in the sole discretion of Manager is likely to cause confusion or to dilute or disparage the St. Regis Marks, or harm in any manner the image or reputation of Manager or any of its Affiliates is strictly prohibited. The provisions of this Section 4.9.2 supplement the provisions of Section 2.4.

4.9.3 Removal of St. Regis Marks. Within fifteen (15) days after any expiration or termination of this Agreement, the Association shall remove from the Condominium any signs or other indicia of any connection with the St. Regis Marks at the Association's cost. Manager shall have the right to seek injunctive or other relief in a court of competent jurisdiction to enforce the foregoing provisions, and if such enforcement shall be necessary, the Association shall bear all of Manager's costs, including attorneys' fees, of such enforcement. If the Association fails to complete such action within such fifteen (15) day period, Manager shall have the right to take such action as it may consider necessary to remove from the Condominium any signs or other indicia of any connection with the St. Regis Marks at the Association's cost and risk.

4.9.4 Survival. The provisions of this Section 4.9 and the enforceability thereof shall survive the expiration or termination of this Agreement.

4.10 Office and Ancillary Spaces. If requested by Manager, the Association will provide or make available to Manager (a) a reasonable amount of appropriate office space within the Common Elements of the Condominium to be used by the Director of Residences and other personnel of Manager in providing the Management Services, and (b) such other ancillary spaces

within the Common Elements of the Condominium as Manager may reasonably request to facilitate delivery of Concierge Services as hereinafter described. The office space and the other ancillary spaces will be provided at no cost to Manager.

5. CONCIERGE SERVICES

Manager shall provide Concierge Services such as those described below:

5.1 Base Concierge Services. For purposes of this Agreement, "Base Concierge Services" means hotel-type concierge services such as: parking valet in the parking facilities serving the Condominium; day porter; arranging for seamstress, laundry, dry cleaning, transportation; business center services; voice mail and central PBX. Manager shall provide Base Concierge Services at the Association's cost as a Common Expense. The costs and expenses of any services provided by third parties to a Unit Owner (e.g., seamstress, laundry, dry cleaning, and transportation services) will be paid directly by the Unit Owner. There will be no reduction in the Management Fee due to the cessation for any reason of any Base Concierge Services so long as reasonably similar services continue to be provided.

5.2 Supplemental Services while Manager is the Operator of the Hotel. While Manager is the operator of the Hotel, and subject to the consent of the Hotel Owner and execution of a services agreement between the Hotel and each Unit Owner, Manager shall provide to the Unit Owners (i) direct billing privileges at the Hotel (provided that prior to any Unit Owner receiving such privileges, such Unit Owner shall provide the Hotel with such credit and billing information as shall be requested by the Hotel); and (ii) room service if and only if, in Manager's sole discretion, Manager determines that it is able to do so in accordance with the St. Regis Standards, given, among other things, the physical layout and connections between the Hotel and the Condominium (it being understood and agreed that each Unit Owner will pay Manager, as operator of the Hotel, directly for any room service costs and expenses incurred by such Unit Owner).

5.3 Additional Services. Manager agrees to make available to each Unit Owner certain additional services for which no price list is established, such as housekeeping services, and maintenance and repair services (collectively, "Additional Services"). Each Unit Owner will pay Manager directly for all costs and expenses associated with providing and billing for the Additional Services to that Unit Owner on a monthly basis; Manager shall have no responsibility for the costs and expenses thereof, nor shall any such cost be a Common Expense.

5.4 Revision of Services/Termination of Services. Manager shall have the right to revise from time to time the Additional Services. Additionally, Manager shall have the right to terminate Additional Services to any Unit Owner that fails to pay Manager on a timely basis.

5.5 Unit Owners' Responsibility. Each Unit Owner shall be directly liable to Manager for payment for Additional Services provided to that Unit Owner, or such Unit Owner's guests and/or tenants. Nothing in this Agreement or in the Condominium Instruments is intended to prevent or shall be used by the Association to prevent Manager from seeking recovery from any delinquent Unit Owner. Manager shall not be obligated to provide Additional Services to any Unit Owner that fails to pay accrued charges for such services or otherwise abuses the use of those services.

6. FEES; ADVANCES; RESERVE ACCOUNTS

6.1 Management Fee. The Association shall pay to Manager a management fee (the "Management Fee") in consideration of Manager providing the Management Services under this Agreement. The Management Fee for the first (1st) Fiscal Year after the Commencement Date shall be the greater of (a) ten percent (10%) of the First Year Budget for the Condominium (prior to calculation of the Management Fee), or (b) _____ Dollars ($_____) (the

"Minimum Fee"; the Minimum Fee is calculated at Two Thousand Dollars [($2,000)][1] per Unit per annum, assuming sixty-nine (69) Units). No subsequent consolidation of Units or reduction in the number of Units in the Condominium shall reduce the Minimum Fee. If the final number of Units in the Condominium is greater than the number assumed above, the Minimum Fee shall be adjusted accordingly. Thereafter, the Management Fee for each Fiscal Year shall be ten percent (10%) of the annual budget for the Condominium for such Fiscal Year (prior to calculation of the Management Fee), but in no event less than the Minimum Fee increased in each subsequent year by five percent (5%). Any adjustment to the amount of the Management Fee shall take effect on the first (1st) day of the Fiscal Year. The Management Fee shall be paid in twelve (12) equal monthly installments, in advance, on or before the start of each calendar month of a calendar year. The first (1st) payment of the Management Fee under this Agreement shall be due and owing and shall be paid to Manager on the Commencement Date; if the Commencement Date is on a date other than the first (1st) day of a calendar month, then the amount of this first (1st) payment shall be prorated to reflect payment for less than a full calendar month.

6.2 Advances and Reimbursements. All costs and expenses incurred by Manager in providing the Management Services shall be reimbursed to Manager by the Association no later than the tenth (10th) day of the month following the month in which such costs and expenses were incurred, provided the same are consistent with the Budget (subject to permitted variances as set forth in Section 4.1.1(a)). Manager may reimburse itself for such costs and expenses from the Association's funds maintained in its operating account. Manager shall not be required to perform any act or duty under this Agreement involving an expenditure of money unless there shall be sufficient funds therefor in the bank accounts of the Association. If at any time the funds in the bank accounts of the Association are not sufficient to pay the Common Expenses incident to this Agreement, Manager shall have the right, but not the obligation, to advance such sums as it deems necessary, and shall provide written notice to the Board of same within a commercially reasonable time period. In case of such advancement, Manager shall be entitled to reimburse itself from the Association funds for the amount of the advances, together with interest thereon at the Interest Rate from the date of the advance by Manager. Nothing in this Agreement shall require Manager to expend any of its own funds (including its remuneration and expenses payable hereunder) for any matter herein or otherwise in respect of the Association or the Condominium.

6.3 Reserve Account. The Condominium Instruments shall provide that the Association is required to establish an adequate capital expense reserve account (the "Reserve Account") for repairs, replacements and additions to the Furniture and Equipment and for other obligations in accordance with the Condominium Instruments, the cost of which is normally capitalized under generally accepted accounting procedures ("Reserve Account Obligations"). Manager shall establish in the Association's name the Reserve Account as a separate interest-bearing bank account for those reserves specified in the Budget required by the Condominium Instruments, in a bank designated by the Association and Approved by Manager. The Reserve Account shall be available for use by Manager to cover the cost of Reserve Account Obligations as reflected in the Budget or as otherwise Approved by the Board, subject to the rights of the Unit Owners under the Act. Subject to timely receipt of all assessments, Manager shall timely deposit into the Reserve Account the amount required under the Budget to be set aside for the Reserve Account.

6.3.1 Sales Proceeds. The proceeds from the sale of Furniture and Equipment no longer needed for the operation of the Common Elements shall be deposited into the Reserve Account. At the end of each Fiscal Year, any amounts remaining in the Reserve Account shall be carried forward to the next Fiscal Year and shall be in addition to the amount to be deposited in the Reserve Account in the next Fiscal Year.

[1] NTD: Per term sheet, $2,000 is in 2019 dollars, so before the CMA is executed this number will be increased by 5% per year between 2019 and effective date of the CMA

6.3.2 Reserve Study. After the Condominium's first (1st) full Fiscal Year of operations of the Condominium, but in no event later than the expiration of the third (3rd) full Fiscal Year of operations and thereafter from time to time but no more frequently than every three (3) years unless otherwise required by the Act or requested by the Board, Manager shall commission a third-party study to evaluate the Reserve Account Obligations and the adequacy of the contributions to the Reserve Account to meet such Reserve Account Obligations (the "Reserve Study"). The cost and expense of the Reserve Study shall be a Common Expense.

6.3.3 Proceeds Shortfall. If Manager determines that the contributions to the Reserve Account are insufficient to cover the Reserve Account Obligations as reflected in the Budget or the Reserve Study or as otherwise Approved by the Board, Manager shall provide written notice thereof to the Board, and the Board shall approve a special assessment or otherwise provide the additional required funds in accordance with the Condominium Instruments or the Act, within sixty (60) days of written notice from Manager.

7. ENFORCEMENT RIGHTS

7.1 Charges. Manager is authorized to take all action on behalf of the Association, consistent with the Condominium Instruments and Applicable Law, including the Act, to enforce collection of assessments and charges from Unit Owners, and may register a charge or lien on behalf of the Association against a Unit should the Unit Owner of that Unit fail to pay assessments, maintenance fees, and charges, and take such other appropriate action for purposes of collection, in the name of the Association, subject to such limits as may be imposed from time to time by the Board. Manager may satisfy assessments and charges of record on payment and render statements as to the current status of a Unit Owner's account. Any assessments and charges against a Unit Owner shall be limited to the Unit owned by the defaulting Unit Owner and shall not be filed so as to encumber the Unit owned by any other non-defaulting Unit Owner. The Association shall aid and assist Manager in any reasonable manner requested by Manager in the collection of assessments, maintenance fees, and charges.

7.2 Conditions to Manager's Obligations. Manager's obligations under this Agreement shall be subject to: (a) the execution and delivery by the parties thereto, and filing and recordation on the land records and all other appropriate places of official record, of the Condominium Instruments and the CC&Rs, all in form and substance satisfactory to Manager; (b) receipt by Manager at least sixty (60) days prior to the projected Commencement Date (or if not obtainable by then, as soon thereafter as legally obtainable) of all licenses, permits and other approvals and instruments necessary for the management and operation of the Association and the Common Elements; (c) Manager being fully satisfied as to the completeness, accuracy and validity of the representations and warranties made by the Association in Section 10; (d) the execution of this Agreement by the Association and Manager; and (e) occurrence of the Commencement Date in accordance with this Agreement.

8. REMEDIES

8.1 Remedies. Upon the occurrence of an Event of Default by either party, the non-defaulting party may, subject to Applicable Law, in addition to any other remedy given it by agreement or in law or in equity, bring an action against the defaulting party for damages, specific performance, injunctive relief, and/or such other rights and remedies as it may have in law or in equity. The non-prevailing party shall be liable for the reasonable attorneys' fees and costs incurred by the prevailing party. All of such rights of the parties on default shall be cumulative, and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy. Termination of this Agreement for any reason shall not affect the Association's obligations (including but not limited to, the payment of the Management Fees and all costs and expenses incurred by Manager in the performance of the Management Services as provided in Section 4), that have accrued as of the date of termination,

and those obligations that, from the context of this Agreement, are intended to survive termination of this Agreement. Without limiting the foregoing, the provisions of Section 4.3.2, Section 4.9, Section 8, Section 9, Section 13.16 and Section 13.17 shall survive the termination of this Agreement.

9. INDEMNIFICATION

9.1 Indemnity. The Association agrees that it shall defend, indemnify and hold harmless Manager from and against any and all costs, damages, liabilities and expenses (including reasonable attorneys' fees) arising from any claim by any Person relating to the Condominium or any part thereof, or any death, injury to person or property damage occurring on or about the Condominium or any part thereof, or directly or indirectly arising out of any design or construction defects or claims, or the conduct or operation of the Condominium or the performance of Manager's duties or services hereunder to the extent the same is not attributable to any willful or intentional misconduct or fraud of Manager or Manager's sole gross negligence (as finally adjudicated by a court of competent jurisdiction) (and to the extent such indemnification is not prohibited by Section 468.4334(2)(b) of the Community Association Management Act). If any proceeding shall be brought or threatened against Manager with respect to any matter for which Manager is entitled to indemnity pursuant to the preceding sentence, Manager shall promptly notify the Association in writing and the Association shall assume the defense thereof, including the employment of counsel Approved by Manager and the payment of all costs of litigation. Notwithstanding the preceding sentence, Manager shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of Manager unless (i) the employment of such counsel shall have been authorized in writing by the Association, or (ii) the Association, after due notice of the action, shall not have employed counsel satisfactory to Manager to have charge of such defense, in either of which events the reasonable fees and expenses of counsel for Manager shall be borne by the Association. The Association shall not be liable for any settlement of any such action effected without its consent. The provisions of this Section 9.1 shall survive termination of this Agreement.

9.2 Limitation on Liability. Manager assumes no liability whatsoever for (a) any acts, omissions or conduct of the Developer, the Association or the Board, or any previous boards, or any current or previous Unit Owners (including their guests, invitees or permitted users), or any previous management of either; (b) any failure of or default by any individual Unit Owner in the payment of any assessment or other charges due to the Association or in the performance of any obligations owed by any Unit Owner to the Association; (c) violations of environmental or other regulations that may become known during the period this Agreement is in effect provided, however, such violation did not arise out of the willful misconduct or fraud of Manager; and (d) any and all claims or damages or injuries to persons or property by reason of any cause whatsoever, either in or about the Condominium, including any Unit or the Common Elements, except to the extent such claim results from the willful misconduct or fraud of Manager or Manager's sole gross negligence (as finally adjudicated by a court of competent jurisdiction). The provisions of this Section 9.2 shall survive termination of this Agreement.

9.3 Standard of Care. Except for a breach of or failure to perform by Manager of Manager's express obligations under the provisions of this Agreement, Manager shall have no liability for the performance or nonperformance of any acts by Manager or for any omissions of Manager not attributable to Manager's willful or intentional misconduct or fraud or Manager's sole gross negligence (as finally adjudicated by a court of competent jurisdiction). The Association recognizes that the multitude of the tasks imposed upon Manager and the complexity of some matters is such that a competent and successful performance of Manager's obligations from an overall viewpoint could be achieved notwithstanding the fact that an employee of Manager might be negligent in the performance of one or more particular activities, and accordingly, the Association waives any and all claims against Manager based upon any theory of negligence other than Manager's sole gross negligence.

9.4 Insurance. Amounts paid to the Association under applicable insurance policies of the Association may be used to fund the Association's indemnification obligations under Section 9.1, but the availability of insurance proceeds shall in no way limit, reduce or otherwise affect the Association's obligation to indemnify Manager under Section 9.1.

10. REPRESENTATIONS AND WARRANTIES OF THE ASSOCIATION

To induce Manager to enter into this Agreement, the Association hereby makes the following representations and warranties as of the date of this Agreement:

10.1 Authority. The execution of this Agreement is permitted by the Condominium Instruments, and this Agreement has been duly authorized, executed, and delivered by the Association and constitutes the legal, valid, and binding obligation of the Association enforceable in accordance with the terms of this Agreement.

10.2 No Claims. As of the date hereof, there is no claim, litigation, proceeding, or governmental investigation pending against or relating to the Association, the properties or business of the Association, the Condominium or the transactions contemplated by this Agreement, that does or may reasonably be expected to materially and adversely affect the ability of the Association to enter into this Agreement or to carry out its obligations hereunder, and there is no basis for any such claim, litigation, proceeding, or governmental investigation, except as has been fully disclosed in writing to Manager.

10.3 No Conflicting Agreements. Neither the performance of the actions contemplated by this Agreement to be performed by the Association, nor the fulfillment of the terms and conditions of this Agreement, conflicts with or will result in the breach of any of the terms or conditions of, or constitutes a default under, any agreement, indenture, instrument or undertaking to which the Association is a party or by which it or its assets are bound.

10.4 Acknowledgement of Manager Status. The Association, on behalf of itself, the Board and the Unit Owners, acknowledges that Manager is a U.S. person, subject to the laws of the United States, and if Manager is prohibited from providing any services to a Unit Owner pursuant to U.S. law administered by the Office of Foreign Assets Control relating to Specially Designated Nationals or Blocked Persons and certain embargoed countries, then such Unit Owner shall arrange for someone other than Manager to provide any services necessary for his or her Unit, Manager shall have no obligation to provide such services to such Unit Owner under this Agreement, and Manager shall not collect the portion of the condominium Management Fee allocable to such Unit Owner.

11. REPRESENTATIONS AND WARRANTIES OF MANAGER

To induce the Association to enter into this Agreement, Manager hereby makes the following representations and warranties as of the date of this Agreement:

11.1 Authority. This Agreement has been duly authorized, executed, and delivered by Manager and constitutes the legal, valid, and binding obligation of Manager enforceable in accordance with the terms of this Agreement. Manager further represents that it has complied with the provisions of the Community Association Management Act and that it or its personnel have and shall maintain the license required for Community Association Management.

11.2 No Claims. There is no claim, litigation, proceeding, or governmental investigation pending (or as far as is known to Manager, threatened) against or relating to Manager, the properties or business of Manager or the transactions contemplated by this Agreement, that does or may reasonably be expected to materially and adversely affect the ability of Manager to enter into this Agreement or to carry out its obligations hereunder, and

there is no basis for any such claim, litigation, proceeding, or governmental investigation, except as has been fully disclosed in writing to the Association.

11.3 No Conflicting Agreements. Neither the performance of the actions contemplated by this Agreement to be performed by Manager, nor the fulfillment of the terms and conditions of this Agreement, conflicts with or will result in the breach of any of the terms or conditions of, or constitutes a default under, any agreement, indenture, instrument or undertaking to which Manager is a party or by which it or its assets are bound.

11.4 Community Association Management. No later than the Commencement Date, and at all times thereafter during the Term, Manager shall be a "community association management firm" as defined in, and duly licensed under, the Community Association Management Act, and at all times, Manager shall have hired and delegated the on-site responsibility for delivery of the Management Services hereunder to a "community association manager" (as that term, for purposes of this Agreement, is defined in the Community Association Management Act).

12. INSURANCE

12.1 Property Insurance. Commencing with the Commencement Date, the Association shall procure and maintain the following insurance (or Manager shall procure and maintain the following insurance if (i) the Association requests in writing, at least sixty (60) days prior to the Commencement Date, that Manager procure and maintain the following, (ii) the Condominium Buildings satisfy the then-current insurability criteria under Manager's insurance program, and (iii) Manager approves such request, in its sole and absolute discretion) at the Association's sole cost and expense:

12.1.1 Property Insurance. Property insurance (and to the extent applicable, builders risk insurance), including boiler and machinery coverage, on the Condominium Buildings (including its component parts, but not including the Unit improvements and betterments, and personal property of each Unit Owner), all Common Elements including but not limited to common Furniture and Equipment and fixed asset supplies and contents (the foregoing, collectively, the "Areas of Insurance Responsibility") against loss or damage by risks generally covered by an "all risk of physical loss" form or equivalent policy of insurance. Such coverage, to the extent available at commercially reasonable rates, terms and conditions shall be for an amount not less than the one hundred percent (100%) replacement cost thereof, less a reasonable deductible and subject to commercially reasonable sub-limits. Such coverage shall include (i) an agreed value provision, (ii) waiver of co-insurance, (iii) landscape coverage of not less than the replacement cost of all landscaping, and (iv) law and ordinance coverage in an amount not less than twenty-five percent (25%) of the replacement cost or Five Million Dollars ($5,000,000) whichever is greater.

12.1.2 Flood Insurance. Flood insurance, to the extent such coverage is excluded or sub-limited from the property insurance required under Section 12.1.1 and the Condominium is located in whole or in part within an area identified as having a special flood hazard. Such coverage, to the extent available at commercially reasonable rates, terms and conditions, shall be for not less than twenty-five percent (25%) of the replacement cost of the Areas of Insurance Responsibility, in excess of the application of a reasonable deductible. In no event shall flood insurance coverage be less than the maximum amount available under the National Flood Insurance Program (or successor program) for such coverage.

12.1.3 Insurance for Loss or Damage caused by Earth Movement. Insurance for loss or damage caused by earth movement, to the extent such coverage is excluded from the property insurance required under Section 12.1.1 and to the extent the Condominium is located in an "earthquake prone zone" as determined by appropriate government authority or by the insurance industry. Such coverage, to the extent available at commercially reasonable rates,

terms and conditions, shall be for not less than the probable maximum loss of the Areas of Insurance Responsibility or the aggregate probable maximum loss if insured under a blanket program, less a reasonable deductible.

12.1.4 Terrorism Insurance. Terrorism insurance, to the extent such coverage is excluded or sub-limited from the property insurance required under Section 12.1.1. Such coverage, to the extent available at commercially reasonable rates, terms and conditions, shall be for not less than the replacement cost of the Areas of Insurance Responsibility, less a reasonable deductible.

12.1.5 Windstorm Insurance. Windstorm insurance, to the extent such coverage is excluded from the property insurance required under Section 12.1.1 and to the extent the Condominium is located in a "windstorm prone zone" as determined by an appropriate government authority or by the insurance industry. Such coverage, to the extent available at commercially reasonable rates, terms and conditions, shall be for not less than the probable maximum loss of the Areas of Insurance Responsibility or the aggregate probable maximum loss if insured under a blanket program, less a reasonable deductible.

12.1.6 Business Interruption Insurance. Business interruption insurance caused by any occurrence covered by the insurance described in Section 12.1.1 through Section 12.1.5. Such coverage, to the extent available at commercially reasonable rates, terms and conditions, shall include (i) extra expense, (ii) necessary continuing expenses, including ordinary payroll expenses covering a period of not less than ninety (90) days, (iii) management fees, (iv) if applicable, loss of rental income and not less than two (2) years' loss of profits, (v) if applicable, maintenance fees (if the Association elects to insure such maintenance fees), and (vi) an extended period of indemnity of not less than three hundred sixty-five (365) days.

12.1.7 Other Property Insurance. Such other property insurance as is customarily required by Manager at similar condominiums.

12.2 Property Insurance Policy Details

12.2.1 All insurance procured by the Association hereunder shall be obtained from reputable insurance companies of recognized responsibility and financial standing from AM Best or similar accredited insurance rating companies with a minimum rating of A,IX. Any premiums and deductibles under said policies shall be subject to the reasonable approval of Manager. All premiums and deductibles (net of any credits, rebates and discounts) shall be paid by the Association as a Common Expense in accordance with this Agreement.

12.2.2 If the Association procures the insurance described in Section 12.1, all policies of such insurance shall be carried in the name of the Association, with Manager as an additional insured. If Manager procures such insurance, all policies of such insurance shall be carried in the name of Manager, with the Association as an additional insured. The Unit Owners and their respective mortgagees, collectively, without naming them individually, shall be included as additional insureds with respect to the Unit Owner's interest in the Areas of Insurance Responsibility. Any property losses under such policies of insurance shall be payable to the respective parties as their interests may appear. The Condominium Instruments shall require each Mortgage to contain provisions to the effect that proceeds of the insurance policies required to be carried under Section 12.1 shall be available for repair and restoration of the Areas of Insurance Responsibility.

12.2.3 If the Association procures the insurance described in Section 12.1, the Association shall deliver to Manager (i) certificates of insurance for such insurance or, upon Manager's request, a certified copy of the policy(ies) so procured, and (ii) in the case of insurance policies about to expire, certificates with respect to the renewal(s) thereof. All such certificates of insurance shall, to the extent obtainable, state that the insurance shall not be

canceled or non-renewed without at least thirty (30) days' prior written notice to the certificate holder.

12.2.4 Each of the Association and Manager hereby waives its rights of recovery and its insurer's rights of subrogation from the other party or any of its Affiliates (and its respective directors, officers, shareholders, agents and employees) for loss or damage to the Areas of Insurance Responsibility, and any resultant interruption of business regardless of the cause of such property or business interruption loss.

12.2.5 In the event the Association elects to have the Areas of Insurance Responsibility insured under Manager's property insurance program and Manager approves such participation pursuant to the first (1st) paragraph of Section 12.1, the Areas of Insurance Responsibility shall be insured under Manager's property insurance program until such time as either the Association or Manager shall provide written notice to the other of its intent to discontinue such participation in accordance with the following:

(a) If the Association elects to remove the Areas of Insurance Responsibility from Manager's property insurance program and to procure its own property insurance for the Areas of Insurance Responsibility, the Association shall provide Manager written notice of such decision at least ninety (90) days prior to the next renewal date of coverage under Manager's property insurance program (which is currently April 1st of each calendar year). If the Association fails to timely provide such notice, but the Association nevertheless procures its own property insurance for the Areas of Insurance Responsibility, the Association shall pay, from its own funds, to Manager an amount equal to ten percent (10%) of the annual premium under Manager's property insurance program to cover all fixed costs and expenses incurred by Manager for the placement of such property insurance. If the Association elects to exit Manager's property insurance program in the middle of a coverage year (i.e., prior to the end of a coverage year), (i) the premiums under Section 12.1.1 of Manager's property insurance program and the Association's replacement property insurance program will be prorated as of the date on which Manager receives and approves certificates of insurance evidencing the Association's replacement property insurance coverage and its compliance with the requirements of Section 12.1 through Section 12.2.4, and the Association shall pay to Manager the amount described in this clause (i), and (ii) for all other policies under Section 12.1 (other than Section 12.1.1), the premium will be deemed fully earned and will not be prorated. If the Association elects to exit Manager's property insurance program pursuant to the foregoing provisions, the Association may subsequently seek to have the Areas of Insurance Responsibility participate in Manager's property insurance program; however such participation shall be subject to the following requirements: (x) the Association requests in writing, at least sixty (60) days prior to the commencement of the proposed coverage year, that Manager procure and maintain the property insurance, (y) the Areas of Insurance Responsibility satisfy the then-current insurability criteria under Manager's insurance program, and (z) Manager approves such request in its sole and absolute discretion.

(b) If Manager elects to remove the Areas of Insurance Responsibility from Manager's property insurance program, Manager shall provide the Association written notice of such decision at least ninety (90) days prior to the next renewal date of coverage under Manager's property insurance program (which is currently April 1st of each calendar year). Following such notice, the Association shall proceed to procure insurance for the Condominium pursuant to Section 12.1 effective as of the expiration date of the current coverage. The Association may subsequently seek to have the Condominium participate in Manager's property insurance program; however such participation shall be subject to the requirements set forth in the last sentence of Section 12.2.5(a).

12.3 Operational Insurance

Commencing with the Commencement Date and thereafter during the Term, Manager

shall procure and maintain the following:

12.3.1 Commercial General Liability Insurance. Commercial general liability including garagekeepers legal liability and liquor liability insurance against claims for bodily injury, death or property damage occurring in conjunction with Manager's operation of the Areas of Insurance Responsibility, and automobile liability insurance on vehicles operated in conjunction with the operations of the Areas of Insurance Responsibility, with a combined single limit for each occurrence of not less than One Hundred Million Dollars ($100,000,000);

12.3.2 Workers' Compensation Coverage. Workers' compensation coverage as may be required under Applicable Laws covering all of Manager's employees at the Condominium, and employer's liability insurance of not less than One Million Dollars ($1,000,000) per accident/disease;

12.3.3 Fidelity Bond Coverage. Fidelity bond coverage in an amount not less than Two Million Dollars ($2,000,000), or such greater amount as required by Applicable Laws, covering Manager's employees at the Condominium; and

12.3.4 Employment Practices Liability Insurance. Employment practices liability insurance including third party liability for claims against Manager and, if Association is named as a co-defendant with Manager, for claims against Association, in each case arising out of Manager's employment practices, to the extent available at commercially reasonable rates and terms, of not less than Two Million Dollars ($2,000,000);

12.3.5 Other Insurance. Such other insurance in amounts as Manager, in its reasonable judgment, deems advisable for protection against claims, liabilities and losses arising out of or connected with the operation of the Areas of Insurance Responsibility.

12.4 Operational Insurance Policy Details

12.4.1 The insurance procured under Section 12.3 may include an "Insurance Retention." Insurance Retention shall mean the deductibles or risk retention levels; however, the Condominium's responsibility for such deductibles or risk retention levels shall be limited to the Condominium's per occurrence limit for any loss or reserve as established for the Condominium, which limit shall be the same as other similar condominiums participating in the blanket insurance programs.

12.4.2 All insurance required under Section 12.3 shall be carried in the name of Manager. The insurance required under Section 12.3.1 shall include the Association as an additional insured.

12.4.3 Manager, upon request, shall deliver to the Association certificates of insurance evidencing the insurance coverages required under Section 12.3 (and the insurance coverages required under Section 12.1, if Manager procures such insurance) and any renewals thereof. All such certificates of insurance shall, to the extent obtainable, state that the insurance shall not be canceled or non-reduced without at least thirty (30) days' prior written notice to the certificate holder.

12.4.4 All insurance premiums, costs and other expenses, including any Insurance Retention, shall be treated as a Common Expense. All charges under the blanket programs shall be allocated to the Condominium and other similar participating condominiums on a reasonable basis. Any losses and associated costs and expenses that are uninsured shall be treated as a cost of insurance and shall also be treated as a Common Expense.

12.4.5 Upon termination of this Agreement, Manager shall establish from funds in the Reserve Account or the bank accounts established by Manager under Section 4.1.5 a

reserve in an amount determined by Manager, based on loss projections, to cover the amount of any Insurance Retention and all other costs and expenses that will eventually have to be paid by either the Association or Manager with respect to pending or contingent claims, including those that arise after termination, for causes arising during the Term. If the funds in the Reserve Account or the bank accounts established by Manager under Section 4.1.5 are insufficient to meet the requirements of such reserve, the Association shall deliver to Manager, within ten (10) days after receipt of Manager's written request therefor, the sums necessary to establish such reserve; and if the Association fails to timely deliver such sums to Manager, Manager shall have the right (without affecting Manager's other remedies under this Agreement) to withdraw any necessary amounts from any other funds of the Association held by or under the control of Manager.

12.5 General Conditions of Manager's Insurance Program. All insurance procured by Manager pursuant to Section 12.1 (if Manager procures such insurance) and Section 12.3 may be obtained by Manager through blanket insurance programs, with shared aggregate coverage levels, sub-limits, deductibles, conditions, and exclusions based on industry conditions and based on what is available at commercially reasonable rates, terms and conditions. The blanket program may apply to one or more insured locations that may incur a loss for the same insured event, which could result in the exhaustion of coverage prior to the resolution of all claims arising from such event. In addition, industry conditions may cause policy terms, conditions, sub-limits, conditions or exclusions to result in coverage levels less than the amounts prescribed in Section 12.1 and Section 12.3. Such conditions and limitations shall not constitute a breach of Manager's insurance procurement obligations hereunder.

12.6 Insurance Proceeds. Subject to the requirements of the Act, the Condominium Instruments shall provide and the parties agree that all proceeds of property damage insurance when collected shall be paid to Manager, and such insurance proceeds shall be used to the extent necessary for the repairing, rebuilding, and replacement of the Condominium and any other related improvement or improvements, together with replacing any Common Elements, including Furniture and Equipment, required in the operation of the Condominium, all such proceeds being pledged and dedicated by the parties for that purpose. Any Mortgage on the Condominium and any Mortgage on any Unit shall contain provisions to the effect that all such proceeds shall be available for that purpose.

12.7 The Association's Insurance. In connection with the business and affairs of the Association and the Condominium, to the extent not delegated to Manager in this Agreement, the Association shall, throughout the Term of this Agreement, provide and maintain, at its sole expense, commercial general liability insurance in amounts not less than a combined single limit of Ten Million Dollars ($10,000,000) for each occurrence, providing coverage for claims for personal injury, death and property damage occurring at the Condominium or in connection with the business of the Association. Such insurance shall be obtained from reputable insurance companies of recognized responsibility and financial standing reasonably acceptable to Manager. Any premiums and deductibles under said policies shall be subject to the reasonable approval of Manager and shall be paid by the Association as a Common Expense in accordance with this Agreement. Manager shall be named as additional insured on the insurance described in this Section 12.7. To the extent required by the Condominium Instruments or at the election of the Association, the Association shall procure and maintain (i) directors and officers liability insurance, and (ii) fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees (if any) of the Association in reasonable amounts or in amounts as may be required by law.

12.8 Unit Owner's Insurance. The Condominium Instruments shall require each Unit Owner to obtain with regard to its Unit adequate insurance to protect its Unit improvements and betterments, personal property, additional living expenses or loss of rents and personal liability associated with its activities in accordance with the Condominium Instruments, but in no event less than (i) the full insurable replacement value of the improvements and betterments, and

(ii) liability insurance for bodily injury and property damage in an amount of not less than One Million Dollars ($1,000,000) per occurrence for each Unit. Such policies shall provide a waiver of recovery and subrogation in favor of the Association and Manager. The Association shall provide a certificate of insurance evidencing such insurance from each Unit Owner within ten (10) days after receipt by the Association of a request from Manager for such insurance certificate.

12.9 Other. The Board and Manager shall evaluate the insurance coverage for the Areas of Insurance Responsibility at least every five (5) years during the Term of this Agreement or sooner if required by the Act.

12.10 Third Party Vendors. Manager shall require that any subcontractor or independent contractor brought into the Condominium to perform Management Services have reasonably adequate insurance coverage to protect the interests of the Association and its directors, officers and members. Manager shall obtain and maintain on file certificates of insurance evidencing that all subcontractors and/or independent contractors are so insured. In the event that a subcontractor or independent contractor is not in compliance, Manager shall advise the Board and obtain Board consent prior to hiring the subcontractor or independent contractor.

13. MISCELLANEOUS

13.1 Further Assurances. The Association and Manager shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

13.2 Waiver. The waiver of any of the terms and conditions of this Agreement on any occasion or occasions shall not be deemed a waiver of such terms and conditions on any future occasion.

13.3 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Association and Manager and their respective successors and permitted assigns.

13.3.1 Assignment by Manager. Manager shall have the right to assign its rights and obligations under this Agreement without the consent of the Association (a) to any Affiliate so long as said Affiliate continues to have the benefit of the St. Regis Marks, or (b) to any assignee that is not an Affiliate but that acquires all or a substantial part of the assets of Manager, including the St. Regis Marks, and assumes its obligations, including those hereunder, provided that any such Affiliate or assignee shall have access to appropriate personnel and systems such that it is capable of performing Manager's obligations under this Agreement. In the event of any assignment to an Affiliate, Manager shall continue to be liable under this Agreement to the same extent as though such assignment had not been made unless and until this Agreement is further assigned to a non-Affiliate of Manager in accordance with this Section 13.3.1, and in the event of any other permitted assignment, Manager's liability with respect to matters arising after such assignment, shall terminate on such assignment. Manager may assign its rights to receive the Management Fee or portions thereof to any Person as security for indebtedness. If Manager elects to assign its rights and obligations under this Agreement to an Affiliate in connection with restructuring Manager's interest under this Agreement for income tax or other tax related purposes, the Association shall cooperate with Manager, at no cost or expense to the Association, in effectuating such restructuring. Except as hereinabove provided, Manager shall not assign its rights or obligations under this Agreement without the Approval of the Association.

13.3.2 Assignment by the Association. The Association shall not assign all or any portion of this Agreement without the approval of Manager, which approval may be withheld for any reason.

13.4 Governing Law; Waiver of Jury Trial and Consequential and Punitive Damages

13.4.1 This Agreement is executed pursuant to, and shall be construed under and governed exclusively by, the internal laws of the State of Florida, without regard to its conflict of law provisions.

13.4.2 Each of the parties hereby absolutely, irrevocably and unconditionally waives trial by jury and the right to claim or receive consequential, incidental, special or punitive damages in any litigation, action, claim, suit or proceeding, at law or in equity, arising out of, pertaining to or in any way associated with the covenants, undertakings, representations or warranties set forth in this Agreement, the relationships of the parties to this Agreement, this Agreement or any other agreement, instrument or document entered into in connection herewith, or any actions or omissions in connection with any of the foregoing.

13.5 Expert Decisions

(a) In the event either party calls for an Expert determination pursuant to the terms of this Agreement, the parties shall have ten (10) days from the date of such request to mutually agree on one (1) Expert. If they fail to agree, each party shall have an additional ten (10) days to each select one (1) Expert, and within ten (10) days of such respective selections, the two (2) Experts shall select a third (3rd) Expert to resolve the dispute. If either party fails to select an Expert within the ten (10) day period provided above, then the other party shall apply to the American Arbitration Association for the appointment of the Expert to resolve the dispute. Also, if the two (2) Experts selected fail to select a third (3rd) to be the Expert to resolve the dispute, then such third (3rd) Expert shall be appointed by the American Arbitration Association upon the request of either party.

(b) Where a matter is referred to an Expert for determination, the following provisions shall apply to such Expert's determination:

(i) The decision of the Expert shall be final and binding on the parties and shall not be capable of challenge, whether by arbitration, in court or otherwise.

(ii) Each party shall be entitled to make written submissions to the Expert within thirty (30) days of the Expert being selected, and if a party makes any submission it shall also provide a copy to the other party and the other party shall have the right to comment on such submission. The parties shall make available to the Expert all books and records relating to the issue in dispute and shall render to the Expert any assistance requested of the parties. The costs of the Expert and the proceedings shall be borne as directed by the Expert.

(iii) The terms of engagement of the Expert shall include an obligation on the part of the Expert to:

(A) notify the parties in writing of its decision within forty-five (45) days from the date on which the Expert has been selected (or such other period as the parties may agree or as set forth herein);

(B) apply the standards applicable to luxury residential condominiums in accordance with the St. Regis Standards; and

(C) establish a timetable for the making of submissions and replies.

13.6 Amendments. This Agreement may not be modified, amended, surrendered, or changed, except by a written instrument executed by each of the parties to this Agreement.

13.7 Estoppel Certificates. The Association and Manager agree, at any time and from time to time, as requested by the other party on not less than thirty (30) days' prior written notice, to execute and deliver to the other a statement certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that this Agreement is in full force and effect as modified and stating the modifications), and stating whether, to the best knowledge of the signer, the other party is in default in performance of any of its obligations under this Agreement, and if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this Agreement may be relied on by others with whom the party requesting such certificate may be dealing.

13.8 Partial Invalidity. If any of the provisions in this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable at any time or to any extent, the remainder of this Agreement, or the application of such provision to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

13.9 No Representation. In entering into this Agreement, the Association and Manager acknowledge that neither party has made any representation to the other regarding projected earnings, the possibility of future success, or any other similar matter with respect to the Condominium.

13.10 Relationship. In the performance of this Agreement, Manager shall act solely as an independent contractor of the Association and shall have no agency relationship with the Association or the Board. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed, or construed as making Manager a partner or joint venturer, agent or servant of or with the Association or the Board or as creating any similar relationship, or as requiring Manager to bear any portion of the losses arising out of or connected with the ownership or operation of the Condominium. Association acknowledges that this Agreement (i) does not require performance by any specific individual or individuals, (ii) contains objective measures of Manager's performance, and (iii) is not a personal services contract. The Developer has no financial or ownership interest in or with regard to Manager.

The Association agrees that it will not make any contrary assertion, contention, claim, or counterclaim in any action, suit, arbitration, or other legal proceedings involving Manager, the Board or the Association.

13.11 Affiliates. Manager shall be entitled to contract with companies that are Affiliates (or companies in which Manager has an ownership interest if such interest is not sufficient to make such a company an Affiliate) to provide goods and/or services to the Condominium, provided that the prices and/or terms for such goods and/or services are competitive. Additionally, Manager may contract for the purchase of goods and services for the Condominium with third parties that have other contractual relationships with Manager, Marriott International, Inc. and their Affiliates, so long as the prices and terms are competitive. Manager shall use commercially reasonable efforts to provide an annual report to the Board of goods and services purchased from companies that are Affiliates (or companies in which Manager has an ownership interest if such interest is not sufficient to make such a company an Affiliate). In determining, pursuant to the foregoing, whether such prices and/or terms are competitive, they will be compared to the prices and/or terms that would be available from reputable and qualified parties for goods and/or services of similar quality, and the goods and/or services that are being purchased shall be grouped in reasonable categories, rather than being compared item by item. Any dispute as to whether prices and/or terms are competitive shall be referred to the Expert as provided in Section 13.5. The prices paid may include overhead and the allowance of a reasonable return to Manager and its Affiliates (or companies in which Manager has an

ownership interest if such interest is not sufficient to make such a company an Affiliate). The Association acknowledges and agrees that, with respect to any purchase of goods or services pursuant to this Section 13.11, and subject to the foregoing qualification that prices and/or terms are competitive, Manager and its Affiliates may retain for their own benefit any allowances, credits, rebates, commissions and discounts received with respect to any such purchases. In any instance in which Manager or an Affiliate receives an Unrestricted Rebate with respect to any purchase, sale, lease or other procurement or provision of goods or services for or to the Condominium, such Unrestricted Rebate (or allocable portion thereof, based on a reasonable allocation formula, to the extent that such Unrestricted Rebate also applies to the purchase, sale, lease or other procurement or provision of goods or services for or to other condominiums or third parties) shall be treated as follows: (i) first, the amount of such Unrestricted Rebate shall be applied against any procurement fees or costs incurred in connection with the purchase, sale, lease or other procurement or provision of goods or services for or to the Condominium (which fees and costs shall be allocated to the Condominium on a reasonable basis to the extent such fees and costs also apply to the purchase, sale, lease or other procurement or provision of goods or services for or to other condominiums or third parties), and (ii) second, any remaining amount of such Unrestricted Rebate shall be reimbursed to the Condominium (which reimbursement shall be treated as a reduction of the applicable Common Expenses). For purposes of this Agreement, the term "Unrestricted Rebate" shall mean a rebate, payment or other enrichment received by Manager or an Affiliate with respect to the purchase, sale, lease or other procurement or provision of goods or services for or to the Condominium, where Manager or such Affiliate is entitled to return such rebate, payment or enrichment to each of the condominiums for or to which the goods or services were purchased, sold, leased, procured or provided. The term "Unrestricted Rebate" shall not include (i) any allowances, payments or other enrichments received by Manager or an Affiliate with respect to the purchase, sale, lease or other procurement or provision of goods or services for or to the Condominium, where Manager or such Affiliate is not entitled to return such allowances, payments or enrichments to the condominiums for or to which the goods or services were purchased, sold, leased, procured or provided or is required by a third party to utilize or allocate such allowances, payments or enrichments in a specific manner, or (ii) any conference sponsorship payments received by Manager or an Affiliate that are used to defray conference costs.

13.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement, superseding all prior agreements or undertakings, oral or written. The parties acknowledge and agree that they have not relied on any representations or covenants not contained in this Agreement.

13.13 Extraordinary Events. Notwithstanding anything else in this Agreement, if any party's failure to comply with, perform, or satisfy any representation, warranty, covenant, undertaking, obligation, standard, test, or condition set forth in this Agreement is caused in whole or in part by any Extraordinary Event(s), such failure shall not constitute a default under this Agreement (unless the failure is a failure to procure or maintain insurance coverages specified in this Agreement or to make any monetary payments required by this Agreement), and such failure (except regarding insurance coverages and monetary payments) shall be excused for as long as the failure is caused in whole or in part by such Extraordinary Event(s).

13.14 Interpretation. No provisions of this Agreement shall be construed against or interpreted to the disadvantage of any party to this Agreement by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.

13.15 Counterparts. Two (2) copies of this Agreement shall be executed by the parties to this Agreement and may be executed in any number of counterparts, each of which shall be deemed to be an original and need not be signed by more than one (1) of the parties to this Agreement and all of which shall constitute one and the same agreement.

13.16 Notices. Any notice, statement or demand required to be given under this Agreement shall be in writing and be, and at the option of the party giving notice: (i) personally delivered; or (ii) transmitted by certified or registered mail, return receipt requested, postage prepaid; or (iii) by Federal Express or other recognizable overnight courier; or (iv) in the case of notice to Manager, by confirmed facsimile (provided that a confirmatory copy is thereafter sent by certified or registered mail or recognizable overnight courier), addressed:

To Association: **THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY ASSOCIATION, INC.**
_____
_____
Attn: _____
Phone: (___) ___-____
Fax: (___) ___-____

with copy to: _____
_____
_____
Attn: _____
Phone: (___) ___-____
Fax: (___) ___-____

To Manager: Sheraton Operating Corporation
c/o Marriott International, Inc.
10400 Fernwood Road
Law Department 52/923
Bethesda, Maryland 20817
Attn: General Counsel
Phone: (301) 380-6979
Fax: (301) 380-6727

with copy to: The Sheraton Corporation
c/o Marriott International, Inc.
10400 Fernwood Road
Bethesda, Maryland 20817
Attn: Global Real Estate Officer
Phone: (301) 380-6254
Fax: (301) 380-6243

and

[_____]
[_____]
_____
Attn: General Manager
Phone: (___) ___-____
Fax: (___) ___-____

or to such other addresses as the Association or Manager shall designate in the manner herein provided. Any such notice shall be deemed to have been given on (x) the date of receipt if delivered personally, or (y) the date that the return receipt, overnight courier's records or confirmed facsimile indicates that delivery to the addressee was received. The Association and Manager each agree that on giving of any notice, it shall use its reasonable efforts to advise the other by telephone that a notice has been sent hereunder. Such telephonic advice shall not, however, be a condition to the effectiveness of notice hereunder.

13.17 Confidentiality. The parties agree that the matters set forth in this Agreement and statements, reports, projections, and other information relating to the operation of the Condominium are strictly confidential, and each party and the Unit Owners will make every effort to ensure that the information is not disclosed to any outside person or entities (including the press) without the prior written consent of the other party except as required by law (including any disclosure requirements pursuant to the Act), as may be reasonably necessary to obtain licenses, permits, and other public approvals necessary for the construction, refurbishment or operation of the Condominium, or as may be required to a party's consultants, accountants, attorneys or other advisors, who shall be advised of and bound by this obligation of confidentiality. Manager acknowledges and agrees, however, that this Agreement is an Official Record and that Unit Owners have access to Official Records pursuant to the Act. Additionally, Manager acknowledges and agrees, however, that this Agreement (either in draft form or executed final form) may be a required disclosure which must be made available to the Developer's contract purchasers under the Act. The provisions of this Section 13.17 shall survive termination of this Agreement.

13.18 Brokerage. Each of the parties hereby represents and warrants to the other that it has not engaged any broker, consultant or similar Person in connection with the subject matter of this Agreement. Each party shall indemnify, defend, and hold harmless the other party from and against all damages, costs, liabilities and expenses (including reasonable attorneys' fees) based on or arising from any third party claim based on an alleged brokerage, consultancy or similar engagement by the indemnifying party or by any of its Affiliates. Any payment from a party to a broker, consultant, or similar Person shall be borne exclusively by such party. The provisions of this Section 13.18 shall survive the termination of this Agreement.

13.19. Conflict and Priorities. In the event of any express and actual conflict between the provisions of this Agreement and the provisions of the Act and the Condominium Instruments, the provisions of the Act, the Condominium Instruments and this Agreement shall control, in that order of priority. However, where this Agreement requires minimum standards, insurance or expenditures that exceed those in the Act or the Condominium Instruments, this Agreement shall control.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Manager and the Association, acting by and through their proper and duly authorized directors, partners, officers or other representatives, have each duly executed this Agreement as of the date first written above.

MANAGER:

THE SHERATON CORPORATION

By: _____
Name: _____
Title: _____

ASSOCIATION:

THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY ASSOCIATION, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

FIRST YEAR BUDGET

aST. REGIS
LONGBOAT KEY, FLORIDA

SHARED FACILITIES MANAGEMENT AGREEMENT

between

SHERATON OPERATING CORPORATION

("MANAGER")

and

S.R. LBK, LLC

[OWNER OF SHARED FACILITIES]

("SF OWNER")

covering

THE SHARED FACILITIES AT THE ST. REGIS, LONGBOAT KEY RESORT

Dated: _____, 20__

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Exhibit A - First Year Budget

SHARED FACILITIES MANAGEMENT AGREEMENT

THIS SHARED FACILITIES MANAGEMENT AGREEMENT (this "Agreement") is dated as of the _____ day of _____, 20__ and effective as of the Commencement Date (as defined below), by and between **SHERATON OPERATING CORPORATION** ("Manager"), a Delaware corporation with its principal place of business at 10400 Fernwood Road, Bethesda, Maryland, and S.R. LBK, LLC a Florida limited liability company ("SF Owner"), , with its principal place of business at 7940 Via Dellagio Way, Suite 200, Orlando, FL 32819.

RECITALS

A. SF Owner and its Affiliates are developing a real estate project (collectively, the "Project") located at 1620 Gulf of Mexico Drive, Longboat Key, Florida that will consist of: (i) a hotel and related facilities to be known as "The St. Regis, Longboat Key" (the "Hotel"); (ii) a residential condominium that will contain approximately sixty nine (69) residential apartments that will be sold as individual, luxury condominium units (collectively, the "Units") and a fitness area, lounge and other condominium common elements (the "Common Elements", as further defined below), to be located in three separate towers (collectively, the "Condominium") constructed on a podium structure; and (iii) a shared facilities element containing the podium, amenities and facilities to be shared by the Hotel and the Condominium (the "Shared Facilities"), a portion of which shall be for the exclusive use of the Condominium including, among other things, a swimming pool, spa, parking areas and related facilities (the "Residential Shared Facilities").

B. To assist the SF Owner with the daily duties and responsibilities of managing the Shared Facilities, the SF Owner desires to appoint Manager as the exclusive manager of the Shared Facilities on behalf of the SF Owner, responsible for the day-to-day management, operation and maintenance of the Shared Facilities as more fully set forth in this Agreement.

C. All capitalized terms used in this Agreement will have the meanings given to such terms in Section 1.1.

In consideration of the terms, conditions, and covenants hereinafter set forth, the parties to this Agreement mutually agree as follows:

1. DEFINITIONS, TERMS AND REFERENCES

1.1 Definitions. In this Agreement (including any addenda, exhibits, or riders), the following terms have the following meanings:

"Affiliate" means, as to any Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person.

"Agreement" means this Shared Facilities Management Agreement, as it may be amended or supplemented from time to time.

"Applicable Laws" means the laws, statutes, ordinances, codes, rules, regulations and orders of all governmental authorities, agencies or instrumentalities having jurisdiction with respect to the Project, including at the national, regional, state or local levels.

"Approval," "Approve," or "Approved" means prior written approval or consent, not to be unreasonably withheld, delayed or conditioned, except as specifically set forth herein.

"Approved Plans" means plans and specifications approved by Manager (which approval is to ensure the plans and specifications comply with the St. Regis Standards and the St. Regis Design Guide).

"Areas of Insurance Responsibility" has the meaning ascribed to such term in Section 11.1.1.

"Budget(s)" means the budget(s) for the Shared Facilities for a Fiscal Year, as Approved from time to time by the SF Owner pursuant to this Agreement, which shall include an allocation of funds at a minimum for (a) maintenance, repair, and operation of the Shared Facilities (other than the Residential Shared Facilities), (b) maintenance, repair, and operation of the Residential Shared Facilities, (c) the Reserve Account Obligations (as provided for in Section 5.3), and (c) the cost and expense of all personnel employed by Manager to carry out the functions Manager is obligated to perform hereunder.

"CC&Rs" means the Declaration of Covenants, Restrictions and Easements for Longboat Key Resort & Residences, Approved by Manager and recorded in the Public Records of Sarasota County and any and all other covenants, conditions, or restrictions applicable to or binding upon the Project, including reciprocal easement agreements or cost sharing arrangements, if any, applicable to the Shared Facilities.

"Commencement Date" means the date upon which all of the following have occurred: (a) all interior and exterior elements of the Shared Facilities have been substantially completed in accordance with the Approved Plans for such facilities; (b) the Hotel is open to paying overnight guests, unless expressly waived by Manager; (c) the sale of the first Unit has closed; (d) all planned St. Regis supporting services are available; and (e) a certificate of occupancy or equivalent approval for the areas Manager designates as necessary to operate the Shared Facilities legally and in compliance with Applicable Laws has been issued. SF Owner agrees that on the Commencement Date there will be no ongoing building construction on any portion of the Project that would: (i) materially adversely affect access to the Shared Facilities, (ii) materially adversely affect any area of the Project that is used by guests of the Hotel or the residents of the Condominium, or that provides services to the Hotel and/or the Condominium, or (iii) limit, restrict, disturb or interfere with, in any material respect, Manager's management of the Shared Facilities in accordance with the St. Regis Standards.

"Common Elements" has the meaning ascribed to that term in Recitals A, which includes the fitness area and lounge as well as any other portions of the Condominium that are not included in any Unit, as more specifically defined and identified in the Condominium Instruments. The Common Elements are not part of the Shared Facilities.

"Condominium" has the meaning ascribed to that term in Recitals A, which includes the Units and the Common Elements subjected to the condominium regime, as more fully described in the Condominium Instruments.

"Condominium Association" or "Association" means The Condominium Residences At Longboat Key Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.

"Condominium Instruments" means the Declaration of Condominium, articles of incorporation, bylaws, rules and regulations, plats and plans and other operating documents under which the Condominium or the Condominium Association is created, organized and operated, which shall have been Approved by Manager, as the same may be amended from time to time with Manager's Approval.

"Condominium Management Agreement" means that certain management agreement between Manager and the Condominium Association for the management and operation of the Condominium, dated as of [_____], as the same may be amended, modified, restated or supplemented from time to time.

"Control" (and any form thereof, such as "Controlling" or "Controlled") means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the

direction of the management or policies of the Person, whether through the ownership of voting interests, by contract or otherwise.

"Declaration of Condominium" means the Declaration of The Condominium Residences at Longboat Key, Approved by Manager and recorded in the Public Records of Sarasota County.

"Environmental Laws" means, collectively, (1) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., as amended; (2) the regulations promulgated thereunder from time to time; (3) all federal, state and local laws, rules and regulations (now or hereafter in effect) dealing with the use, generation, treatment, storage, disposal, or abatement of Hazardous Materials; and (4) the regulations promulgated thereunder from time to time.

"Event of Default/Manager" has the meaning ascribed to that phrase in Section 3.3.1 (Event of Default).

"Event of Default/SF Owner" has the meaning ascribed to that phrase in Section 3.2.1 (Event of Default).

"Expert" means an independent nationally recognized consulting firm or individual having at least ten (10) years recent professional experience as to the subject matter in question, who is qualified to resolve the issue in question. Each party agrees that it shall not appoint a firm or individual as an Expert who is, as of the date of appointment, or has been within the two (2) years prior to such date, employed by such party, either directly or as a consultant, in connection with any other matter, or as of the date of appointment is determined after reasonable inquiry to be in discussions with either party for any future engagement.

"Extraordinary Event" means any of the following events, regardless of where they occur or their duration: acts of nature (including hurricanes, typhoons, tornadoes, cyclones, other severe storms, winds, lightning, floods, earthquakes, volcanic eruptions, fires, explosions, disease, epidemics or pandemics); fires and explosions caused wholly or in part by human agency; acts of war or armed conflict; riots or other civil commotion; terrorism (including hijacking, sabotage, chemical or biological events, nuclear events, disease-related events, bombing, murder, assault and kidnapping) or the threat thereof; strikes or similar labor disturbances; embargoes or blockades; shortage of critical materials or supplies; action or inaction of governmental authorities that have an impact on the Project (including restrictions on wages or other material aspects of operation, restrictions on financial, transportation or information distribution systems, or the revocation or refusal to grant licenses or permits, where such revocation or refusal is not due to the fault of the party whose performance is to be excused for reasons of the Extraordinary Event); and any other events beyond the reasonable control of Manager or the SF Owner, excluding, however, general economic and/or market conditions not caused by any of the events described herein.

"First Year Budget" has the meaning ascribed to that term in Section 4.1.1(c).

"Fiscal Year" means a fiscal year which ends on December 31st. Any partial Fiscal Year commencing on the Commencement Date and ending on December 31st of the year in which the Commencement Date occurs shall be a separate Fiscal Year. The words "full Fiscal Year" means any Fiscal Year containing not fewer than three hundred sixty-four (364) days. A partial Fiscal Year between the end of the last full Fiscal Year and the expiration or earlier termination of this Agreement shall constitute a separate Fiscal Year.

"Furniture and Equipment" means all furniture, furnishings, wall coverings, carpeting, fixtures, equipment, and systems, if any, owned or leased by the SF Owner in connection with the Shared Facilities, together with all replacements thereof, and additions thereto, including the following: furniture and equipment in the Shared Facilities; office equipment; material handling equipment; cleaning and engineering equipment; telephone systems; and computerized accounting systems in connection with the Shared Facilities.

"Hazardous Materials" means any substance or material containing one or more of any of the following: hazardous material, hazardous waste, hazardous substance, regulated substance, petroleum, pollutant, contaminant, polychlorinated biphenyls, lead or lead-based paint, or asbestos, as such terms are defined as of the date of this Agreement or thereafter in any applicable Environmental Law, in such concentration(s) or amount(s) as may impose clean-up, removal, monitoring or other responsibility under the Environmental Laws, or that may present a significant risk of harm to occupants, guests, invitees or employees at the Project.

"Hotel" has the meaning ascribed to that term in the Recitals.

"Hotel Owner" means S.R. LBK, LLC, its successors and permitted assigns.

"Impositions" means all real estate and personal property taxes, levies, assessments, impact fees and similar charges on or relating to the Shared Facilities imposed by any governmental authority having jurisdiction over the Project. No assessment or charge due under the CC&Rs shall be construed as an Imposition.

"Interest Rate" means a rate of interest equal to two hundred (200) basis points over the Prime Rate.

"Licensor" means The Sheraton LLC, a Delaware limited liability and its successors and assigns.

"Management Fee" has the meaning ascribed to that term in Section 5.1.

"Management Services" consist of the services described in Section 4.1 (Financial Services), Section 4.2 (Administrative Services), Section 4.3 (Operating Services), Section 4.4 (Personnel), Section 4.5 (Other Services), and Section 4.6 (All Other Acts) to be performed by Manager pursuant to this Agreement.

"Manager" has the meaning ascribed to that term in the Preamble and includes its legal successors and permitted assigns.

"Mortgage" means any mortgage, deed of trust, or other similar security interest encumbering any part of, or interest in, the Shared Facilities.

"Person" means an individual (and the heirs, executors, administrators, or other legal representatives of an individual), a partnership, a limited liability company, a corporation, a government or any department or agency thereof, a trustee, a trust, an unincorporated organization or any other legal entity.

"Prime Rate" means the "prime rate" of interest announced from time to time in the "Money Rates" section of *The Wall Street Journal* (Eastern Edition).

"Project" has the meaning ascribed to that term in Recitals A.

"Reserve Accounts" has the meaning ascribed to that term in Section 5.3.

"Reserve Account Obligations" has the meaning ascribed to that term in Section 5.3.

"Reserve Study" has the meaning ascribed to that term in Section 5.3.2.

"Residential Fee" has the meaning ascribed to that term in Section 5.1.

"Residential Shared Facilities" has the meaning ascribed to that term in Recitals A.

"Residential Shared Facilities Costs" means any expense or cost related to the management, operation and maintenance of only the Residential Shared Facilities incurred by the

SF Owner or its Affiliates and allocated to the Condominium, as more particularly described in the CC&Rs.

"SF Owner" has the meaning ascribed to that term in the Preamble and includes its legal successors and permitted assigns.

"Shared Fee" has the meaning ascribed to that term in Section 5.1.

"Rules and Regulations" means the rules and regulations promulgated by the SF Owner, in any, from time to time in accordance with the CC&Rs and this Agreement.

"Shared Facilities" has the meaning ascribed to that term in Recitals A.

"Shared Facilities Costs" means any expense or cost related to the management, operation and maintenance of the Shared Facilities (other than the Residential Shared Facilities) incurred by the SF Owner or its Affiliates and allocated to the Hotel and the Condominium, as more particularly described in the CC&Rs.

"Specially Designated National or Blocked Person" means: (i) a Person designated by the U.S. Department of Treasury's Office of Foreign Assets Control from time to time as a "specially designated national or blocked person" or similar status; (ii) a Person described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001; or (iii) a Person otherwise identified by government or legal authority as a Person with whom Manager, or any of its Affiliates, are prohibited from transacting business. As of the date of this Agreement, a list of such designations and the text of the Executive Order are published under the internet website address www.ustreas.gov/offices/enforcement/ofac.

"St. Regis" means The Sheraton LLC, and its successors and assigns.

"St. Regis Design Guide" means the "St. Regis Residences Design Standards, July 2017-revised July 2019", as the same may be amended, restated, supplemented or replaced from time to time.

"St. Regis Marks" means the Licensed Marks, the name and mark "St. Regis" in any form, the SR 2016 STR Logo Monogram, and all other words, trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans and designs (including restaurant names, lounge names, and other outlet names) used or registered by Licensor or any of its Affiliates and that are used to identify or are otherwise used in connection with St. Regis hotels, private clubs, Vacation Club Products, residential properties or other facilities operated under the St. Regis name (whether registered or unregistered, whether or not such term includes any of the Licensed Marks, and whether used alone or in connection with any other words, trademarks, service marks, trade names, symbols, emblems, logos, insignias, indicia of origin, slogans, and designs), all as may be amended, modified, deleted or changed by Licensor.

"St. Regis Standards" means, in written or electronic form, the standards, specifications, guidelines, systems requirements and procedures for the identification, operation, furnishing, and equipping applicable to facilities and amenities comparable to the Shared Facilities, the Hotel and/or the Condominium in size, nature, location and operation, and operated by Manager or its Affiliates pursuant to the St. Regis Marks.

"Term" has the meaning ascribed to such term in Section 3.1.

"Unit(s)" has the meaning ascribed to that term in Recitals A, as more specifically defined in the Condominium Instruments, and is part of the Condominium that is subject to exclusive ownership.

"Unit Owner" means the record owner of legal title of a Unit, whether one or more Persons, but excluding those having such interests merely as security for the performance of an obligation;

provided, however, that on foreclosure, trustee sale, or other similar transfer of legal or beneficial title to any such interest, the person or entity that receives such title shall be deemed a Unit Owner and shall be subject to the terms and conditions of this Agreement.

"Unrestricted Rebate" has the meaning ascribed to such term in Section 12.12.

"Vacation Club Products" shall mean timeshare, fractional, interval, vacation club, destination club, vacation membership, private membership club, private residence club, equity plan, non-equity plan, and points club products, programs, services, and plans and shall be broadly construed to include other forms of similar products, programs, services or plans wherein purchasers acquire an ownership interest, use right or other entitlement to use certain determinable accommodations, rooms, condominium units, apartments, co-operative units, single family homes, cabanas, cottages, or attached or free standing townhomes and villas, and associated facilities on a periodic basis and pay for such ownership interest, use right or other entitlement in advance.

1.2 Terminology and Interpretations. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all genders; the singular shall include the plural and the plural shall include the singular. References to days, months, and years are to calendar days, calendar months, and calendar years, respectively, unless the context clearly otherwise requires. The word "include" and similar terms such as "included" and "including" shall be terms of enlargement or example and shall not imply any restriction or limitation unless the context clearly requires otherwise. The table of contents and titles of articles or sections and paragraphs in this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to articles, sections, paragraphs, clauses, exhibits, addenda, or riders shall refer to the corresponding article, section, paragraph, clause, exhibit, addendum, or rider attached to this Agreement, unless otherwise specified. Any term not defined in this Agreement shall have the meaning given to such term in the CC&Rs.

1.3 Exhibits, Addenda, and Riders. All exhibits, addenda, and riders attached to this Agreement are by reference made a part of this Agreement.

2. APPOINTMENT; ACCEPTANCE OF APPOINTMENT

2.1 Appointment as Manager. The SF Owner hereby employs Manager to act on behalf of SF Owner as the exclusive managing entity of the Shared Facilities and to maintain, operate, and manage the Shared Facilities; Manager hereby agrees to so act in such role and to perform the Management Services in accordance with the terms of this Agreement and the CC&Rs. The SF Owner hereby delegates to Manager the power and authority of the SF Owner, to the extent necessary to perform Manager's duties and obligations under this Agreement, subject to the terms of this Agreement and the CC&Rs. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Manager is authorized to act with such additional authority and power as may be reasonably necessary to carry out the spirit and intent of this Agreement to the extent permissible pursuant to the CC&Rs. The SF Owner represents and warrants that its operating and governance documents currently, and covenants that they shall in the future, expressly permit the delegation of power and authority to Manager as set forth herein.

2.2 Recognition of Roles. Under the CC&Rs, the SF Owner is responsible for the governance and operation of the Shared Facilities. Pursuant to Section 2.1, the SF Owner has employed Manager to provide and perform the Management Services on behalf of the SF Owner. The SF Owner recognizes that in order for Manager to effectively perform the Management Services, Manager must be given reasonable latitude to provide and perform those Management Services without the SF Owner becoming involved on a day-to-day basis in the actual delivery and performance of any or all of the Management Services. The SF Owner agrees that the role of the SF Owner shall be one of oversight of Manager's delivery and performance of Management Services to the extent permitted by the CC&Rs. The SF Owner shall appoint one individual to be the primary liaison and contact with Manager.

2.3 Cooperation with Manager. The SF Owner shall promptly furnish Manager with copies of all documents and notices that may assist or be necessary to Manager in carrying out its duties under this Agreement (including without limitation any information received by the SF Owner concerning the Shared Facilities, the Hotel, Hotel guests, the Condominium and/or Unit Owners to enable Manager to perform the Management Services, and shall furnish Manager with sufficient instructions and funds to enable Manager to perform all of those Management Services under and in accordance with the provisions of this Agreement. SF Owner shall provide any such information received by the SF Owner to Manager periodically and upon Manager's request.

3. TERM

3.1 General. This Agreement shall commence on the Commencement Date and shall continue until the expiration of the thirtieth (30^{th}) full Fiscal Year after the expiration of the Fiscal Year in which the Commencement Date occurs, subject to early termination as provided in Section 3.2 and Section 3.3 (the "Term").

3.2 Termination by Manager. This Agreement may be terminated by Manager before the expiration of the Term on the occurrence of one or more of the following events:

3.2.1 Event of Default. Each of the following events shall be deemed an event of default under this Agreement by the SF Owner (an "Event of Default/SF Owner"): (a) the SF Owner fails to pay, when due and owing, the Management Fee or to reimburse, when due, Manager for any expenses and costs incurred by Manager in providing and performing the Management Services that are required to be reimbursed to Manager under the terms of this Agreement, and does not cure any such failure within twenty (20) days after receipt of written notice of such failure from Manager; (b) the SF Owner commits a material breach of or material failure to perform any other term, covenant, or condition contained in this Agreement, and does not cure or diligently pursue reasonable efforts to cure, any such breach or failure within thirty (30) days after receipt of written notice of such breach or failure from Manager; provided, however, that if such breach or failure is not reasonably capable of being cured within such thirty (30) day period, then so long as the SF Owner has commenced curative action within such period and thereafter continues to pursue diligently such curative action, such thirty (30) day period shall be extended for the period necessary to cure such breach or failure, but in no event to exceed a total of ninety (90) days; (c) the SF Owner breaches a material representation contained in this Agreement; or (d) any assignment by the SF Owner of all or any portion of this Agreement, unless consented to in writing by Manager, at the option of Manager exercised by written notice to the SF Owner. Upon the occurrence of one or more Events of Default/SF Owner, Manager may terminate this Agreement by delivering to the SF Owner at least thirty (30) days prior written notice of Manager's election to terminate this Agreement.

3.2.2 Operational Limitations. At Manager's option, if at any time during the Term, Manager is materially limited in managing the Shared Facilities, enforcing the CC&Rs or maintaining the Shared Facilities, in each case in accordance with the St. Regis Standards and otherwise in conformity with the requirements of this Agreement and the CC&Rs, for any reason (except to the extent caused by Manager's willful or intentional misconduct or Event of Default/Manager) including, without limitation, (a) governmental laws, rules, or regulations hereafter enacted; (b) the failure of the SF Owner to Approve the Budget or to provide sufficient funds in accordance with the Approved Budget and any variances or modifications thereto made in accordance with the terms of this Agreement; (c) the rejection by the SF Owner of expenditures for Reserve Account Obligations; (d) the failure of the SF Owner to Approve any agreement affecting the Shared Facilities; or (e) the failure of SF Owner to fund the Reserve Account. If Manager believes that any such limitation reasonably prevents Manager from providing or performing the Management Services in accordance with the St. Regis Standards or from maintaining the Shared Facilities in accordance with the St. Regis Standards, Manager may terminate this Agreement by written notice given to the SF Owner. Such termination shall be effective no less than thirty (30) days after the date such notice is given to the SF Owner, provided that such notice of termination shall be null and void if such default is cured within thirty (30) days after the SF Owner's receipt of such notice, and provided further that if such default is not

susceptible of cure within thirty (30) days, then so long as the SF Owner has commenced to cure such default within such thirty (30) day period and is diligently pursuing such cure to completion, the time to cure shall be extended for the period necessary to cure such default, but in no event to exceed a total of ninety (90) days. In the event of disagreement between the parties with respect to whether or not Manager is able to manage or maintain the Shared Facilities in accordance with St. Regis Standards, either the SF Owner or Manager shall have the right to refer the matter to an Expert.

3.2.3 Default Under CC&Rs, Condominium Instruments or Agreement. In the event that the SF Owner takes, or causes to be taken, any action including, without limitation, amendment of Article 17.8 of the Declaration of Condominium concerning leasing of Units or any other applicable provision of the Condominium Instruments or CC&Rs, or fails to take, or cause to be taken, any action, that: (a) materially limits, in the reasonable opinion of Manager, Manager's ability to maintain or operate the Shared Facilities as an integrated component of a luxury mixed-use hotel and condominium project in accordance with the St. Regis Standards; (b) causes or constitutes a failure by the SF Owner to comply with the maintenance standards specified in the CC&Rs and required to be performed, or caused to be performed, by the SF Owner, through no material fault or material failure of Manager in its performance of the Management Services, such that Manager, in its reasonable opinion, is materially limited in managing or operating or maintaining the Shared Facilities in accordance with the St. Regis Standards; or (c) causes or constitutes a failure by the SF Owner to comply with any other agreement or document binding upon the SF Owner related to the Shared Facilities or any other part of the Project, through no material fault or material failure of Manager in its performance of the Management Services, such that Manager, in its reasonable opinion, is materially limited in managing or operating the Shared Facilities in accordance with the St. Regis Standards, then, at Manager's option, Manager may terminate this Agreement by written notice given to the SF Owner. Such termination shall be effective no less than thirty (30) days after the date of delivery of the written notice of termination; provided that such notice of termination shall be null and void if such default is cured within thirty (30) days after the SF Owner's receipt of such notice, and provided further that if such default is not susceptible of cure within thirty (30) days, then so long as the SF Owner has commenced to cure such default within such thirty (30) day period and is diligently pursuing such cure to completion, the time to cure shall be extended for the period necessary to cure such default, but in no event to exceed a total of ninety (90) days. In the event of disagreement between the parties with respect to whether or not Manager is able to manage or to maintain the Shared Facilities in accordance with St. Regis Standards, either the SF Owner or Manager shall have the right to refer the matter to an Expert.

3.2.4 Termination of Hotel Management or Condominium Management Agreement. In the event that Manager is not operating the Hotel and/or the Condominium Management Agreement expires or is earlier terminated for any reason, Manager may, at Manager's option, terminate this Agreement within one hundred eighty (180) days after the first to occur of the expiration or termination of the Condominium Management Agreement the date that Manager is no longer operating the Hotel, such termination to be effective as of the date of delivery of a written notice of termination given by Manager to the SF Owner, or such other date specified in the notice. Notwithstanding the foregoing, in the event that Manager is no longer operating the Hotel and the Condominium Management Agreement expires or is earlier terminated for any reason, then this Agreement will automatically terminate as of the date of the second such occurrence.

3.2.5 Material Adverse Reflection on St. Regis Marks. At the option of Manager, if at any time during the Term, a circumstance, development or event occurs with respect to the Shared Facilities that in Manager's good faith judgment would have a material adverse reflection on the St. Regis Marks, which circumstance, development or event is not caused by, or does not result from, actions by Manager or any third party retained by Manager, and such circumstance, development or event is not cured as hereinafter provided, Manager may terminate this Agreement. In the event that any circumstance, development or event occurs that in Manager's good faith judgment would cause a material adverse reflection on the St. Regis Marks, Manager shall send notice thereof to the SF Owner and in the event that the same is not cured to Manager's satisfaction

within thirty (30) days after the date of such written notice, Manager shall have the right to terminate this Agreement by written notice to the SF Owner within ninety (90) days after the expiration of the thirty (30) day cure period.

3.2.6 Termination of CC&Rs. In the event that the CC&Rs expire or are earlier terminated for any reason, and Manager's ability to manage or operate the Shared Facilities in accordance with the St. Regis Standards is materially adversely affected in Manager's reasonable judgment, Manager may, at Manager's option, terminate this Agreement, such termination to be effective as of the date of delivery of a written notice of termination given by Manager to the SF Owner, or such other date specified in the notice. In the event of disagreement between the parties with respect to whether or not Manager is able to manage or operate the Shared Facilities in accordance with St. Regis Standards, either the SF Owner or Manager shall have the right to refer the matter to an Expert.

3.3 Termination by the SF Owner

3.3.1 Event of Default. Each of the following events shall be deemed an event of default under this Agreement by Manager (an "Event of Default/Manager"): (a) Manager commits a material breach of or material failure to perform any term, covenant, or condition contained in this Agreement, and does not cure or diligently pursue reasonable efforts to cure, any such breach or failure, within thirty (30) days after receipt of written notice of such breach or failure from the SF Owner; provided, however, that if such breach or failure is not reasonably capable of being cured within such thirty (30) day period, then so long as Manager has commenced curative action within such period and thereafter continues to pursue diligently such curative action, such thirty (30) day period shall be extended for the period necessary to cure such breach or failure, but in no event to exceed a total of one hundred twenty (120) days, or (b) Manager breaches a material representation contained in this Agreement. Upon the occurrence of one or more Events of Default/Manager, the SF Owner may terminate this Agreement by delivering to Manager at least thirty (30) days prior written notice of the SF Owner's election to terminate this Agreement.

3.3.2 Intentionally Omitted

3.4 Termination by Either Party

3.4.1 Condemnation of the Shared Facilities . In the event that a condemnation or eminent domain action occurs affecting all of the Shared Facilities (or any portion thereof deemed material by Manager), and the SF Owner is not required to operate, or elects not to continue to operate the Shared Facilities, either Manager or the SF Owner may terminate this Agreement, such termination to be effective as of the date of delivery of a written notice of termination given by the terminating party to the other party, or such other date specified in the notice.

3.4.2 Casualty Affecting the Shared Facilities . In the event a casualty occurs affecting all of the Shared Facilities (or any portion thereof deemed material by Manager), and the SF Owner is not required to operate, or elects not to continue to operate, the Shared Facilities, then either party may terminate this Agreement, such termination to be effective as of the date of delivery of a written notice of termination given by the terminating party to the other party, or such other date specified in the notice.

3.5 Conditions of Termination; Transition Procedures. The effectiveness of any expiration of the Term or any earlier termination of this Agreement by the SF Owner shall be conditioned on payment of all amounts required to be paid to Manager under this Agreement on the date of such expiration or earlier termination. On the expiration or earlier termination of this Agreement for any reason: (a) Manager shall deliver to the SF Owner a final accounting, reflecting the balance of income and expenses of the Shared Facilities as of the date of expiration or earlier termination, together with any other records or reports required under the CC&Rs, such accounting and information to be delivered within ninety (90) days after the effective date of the expiration or earlier termination of the Agreement; (b) any monies of the SF Owner held by Manager in

connection with the Shared Facilities shall be paid to the SF Owner (Manager shall have the right to set-off from such monies any amounts owed to Manager by the SF Owner under this Agreement, as commercially reasonably determined by Manager); and (c) all books and records of account, contracts, leases, receipts for deposits, unpaid bills, and other papers or documents that pertain to the Shared Facilities shall be delivered to the SF Owner, and, effective as of the expiration or earlier termination of this Agreement, the SF Owner shall be responsible for the payment of any unpaid bills for any purposes previously Approved as part of its Approval of the Budget or otherwise related to the Shared Facilities.

4. MANAGEMENT SERVICES

Manager shall provide or cause to be provided all services reasonably required to administer and operate the Shared Facilities at all times in a manner consistent with the provisions of the CC&Rs and subject to the terms and conditions set forth in this Agreement. Nothing contained in the first sentence of Section 4.4.1 shall in any way limit Manager's obligations to make appropriate personnel available to provide all Management Services reasonably required to administer and operate the Shared Facilities at all times in a manner consistent with the provisions of the CC&Rs and subject to the terms and conditions set forth in this Agreement; provided, however, that Manager is authorized to retain and employ such attorneys, accountants, consultants, third-party vendors and other professionals and experts whose services Manager deems reasonably necessary or appropriate to effectively perform the Management Services, and Manager shall employ same on such basis as it deems most beneficial to the SF Owner consistent with the Budget or as otherwise permitted by this Agreement. Manager is hereby authorized to perform, or to engage third-party vendors, experts or consultants to perform, each of the services set forth in this Section 4, and shall have all the powers that the SF Owner has pursuant to the CC&Rs, subject to any limitations contained therein, to the extent reasonably necessary or appropriate to perform its duties and obligations under this Agreement. In performing its duties under this Agreement, Manager shall be deemed to be acting on and for the account of the SF Owner. Except as otherwise expressly provided, Manager shall perform the Management Services for the SF Owner in return for payment of the Management Fee as provided for in Section 5.1 of this Agreement. In addition to payment of the Management Fee, the SF Owner shall also be responsible to pay all costs and expenses incurred by Manager or any third-party engaged by Manager hereunder in the performance of the Management Services (including without limitation, the cost and expense of all personnel employed by Manager to carry out the services to be performed hereunder, the cost of third-party vendors, experts and consultants engaged by Manager to provide the services to be performed hereunder, postage, delivery charges, photocopy charges, facsimile charges, and similar costs and expenses), all such costs and expenses to be consistent with the Budget (subject to permitted variances as set forth in Section 4.1.1(a)). The portion of the Management Fee and the costs and expenses incurred by Manager in the performance of: (i) the Management Services for the Residential Shared Facilities shall be deemed Residential Shared Facilities Costs; and (ii) the Management Services for the Shared Facilities (other than the Residential Shared Facilities) shall be deemed Shared Facilities Costs; provided the same are incurred by Manager consistent with the Budget (subject to permitted variances as set forth in Section 4.1.1(a)) or as otherwise permitted by this Agreement.

4.1 Financial Services. Manager shall provide or cause to be provided the following services of a financial nature, materially consistent with the Budget, at the expense of the SF Owner:

4.1.1 Budgets

(a) For each Fiscal Year during the Term, and subject to Section 4.1.1(c) with respect to the first (1st) Fiscal Year, Manager shall, during the sixty (60) day period prior to the commencement of such Fiscal Year prepare and submit to the SF Owner for Approval, a budget satisfying the requirements of the CC&Rs and the Condominium Instruments, including reasonable reserves for the replacement of the Shared Facilities, and an amount for working capital. The proposed budget shall specify the assessments to be levied on the Hotel and the Condominium in connection with the Shared Facilities Costs, and to be levied on the Condominium in connection with the Residential Shared Facilities Costs, in accordance with the provisions of the CC&Rs and

the Condominium Instruments. Each such budget Approved by the SF Owner is called the "Budget." Manager and the SF Owner shall use commercially reasonable efforts to complete the Budget for a Fiscal Year at least forty-five (45) days prior to such Fiscal Year. Once the SF Owner has Approved the Budget, the Budget shall be distributed to the Hotel Owner and the Condominium Association for assessment of the Hotel Owner and Unit Owners as to the Shared Facilities Costs, and for assessment of the Unit Owners as to the Residential Shared Facilities Costs.

Once the Budget has been Approved, it shall form the basis for which all expenditures for the Shared Facilities shall be made; provided, however, Manager shall be allowed, as reasonably necessary, to deviate from each line item in the Budget for an adverse variance of no more than ten percent (10%) on each line item as long as there is no adverse variance of more than five percent (5%) of the total expenses in the Budget in the aggregate. In the event Manager anticipates a need to make additional expenditures in excess of the foregoing variances, Manager shall discuss such needs with SF Owner and revise the Budget accordingly. Manager will not be deemed in default of its obligations under this Agreement due to a failure to achieve the estimates in any Budget.

(b) If Manager and the SF Owner are unable to agree on the Budget prior to the commencement of any Fiscal Year or on any revision of the Budget, and until an agreement is reached (or the Expert has made a decision in the event of a disagreement between the SF Owner and Manager), the Shared Facilities shall be operated on the basis of the provisions of the proposed Budget that have been Approved by the SF Owner, and as to other portions of the proposed Budget that have not been Approved, on the basis of the actual expenditures for the prior Fiscal Year, with the following modifications (each of which shall be deemed to be an Approved modification to the last Approved Budget until agreement on all portions of the Budget is reached or the Expert makes a decision on all portions of the Budget):

(i) Manager shall have the right to expend for Shared Facilities Costs and Residential Shared Facilities Costs (other than for employee wages and benefits, taxes, insurance and utilities, which are addressed below) amounts which are increased by the amounts actually charged by third parties.

(ii) Manager shall have the right to expend such amounts for taxes, insurance and utilities as are actually required to operate the Shared Facilities and otherwise required by the terms of this Agreement.

(iii) Manager shall have the right to expend from the Reserve Account up to the entire amount to be dedicated thereto during such ensuing Fiscal Year as it reasonably deems necessary for the Reserve Account Obligations as provided in Section 5.3 to the extent such expenditures are reasonably necessary or appropriate to preserve the physical structure of the Shared Facilities (including Furniture and Equipment therein) to St. Regis Standards.

(iv) Manager shall have the right to expend the amount for employee wages and benefits that are contained in the Budget (or revision thereof) submitted for such Fiscal Year.

(v) Manager shall have the right to expend such amounts in the Budget over which there is no disagreement between the SF Owner and Manager.

Upon any disagreement over the Budget (or revision thereof) with respect to any Fiscal Year, either the SF Owner or Manager shall have the right to refer the matter to an Expert. The Expert shall decide the appropriate Budget necessary to operate, manage and maintain the Shared Facilities in accordance with this Agreement and the St. Regis Standards for the Fiscal Year in dispute.

(c) Manager and SF Owner have approved a budget for the first (1st) Fiscal Year (which may be a stub Fiscal Year) of the Shared Facilities (the "First Year Budget"). The First Year Budget, a copy of which is attached as Exhibit A, is hereby adopted by the SF Owner.

The First Year Budget shall form the basis for which all expenditures for the Shared Facilities shall be made during the first (1st) Fiscal Year of the Shared Facilities, provided, however, that Manager shall be allowed, as reasonably necessary, to deviate from such Budget provided that such deviations do not cause an adverse variance in excess of those allowed in Section 4.1.1(a).

4.1.2 Special Assessments and Charges for Shared Facilities. . Manager shall be authorized to collect special assessments and other charges from the Hotel Owner and/or the Condominium Association, in accordance with the CC&Rs, for unbudgeted Shared Facilities Costs and/or Residential Shared Facilities Costs and for the repair or replacement of damage to any portion of the Shared Facilities caused by the Hotel Owner, the Condominium Association or a particular Hotel guest, Unit Owner or its tenants or permitted users, as applicable.

4.1.3 Collection of Assessments. Manager shall be authorized to collect from the Hotel Owner, the Condominium Association and/or their managers on their behalf, and Unit Owners when applicable, on behalf of the SF Owner, all regular and special assessments and charges that may be due under the CC&Rs. Manager may file a charge or claim of lien on behalf of the SF Owner against the Hotel Owner, the Condominium Association or a Unit Owner when permitted under the CC&Rs, or take such other appropriate action, either in its name as manager for, or in the name of, the SF Owner, all in the manner, and to the extent, authorized by the CC&Rs. The costs of collection, to the extent not paid by the Hotel Owner, the Condominium Association or a Unit Owner, shall be a Shared Facilities Cost or a Residential Shared Facilities Cost, as applicable.

4.1.4 Bank Accounts. Manager shall establish and maintain, or cause to be established and maintained, segregated bank accounts, on behalf of the SF Owner, in a commercially reasonable depository. Manager shall promptly deposit or invest funds collected from the Hotel Owner, the Condominium Association and/or Unit Owners and all other amounts collected by Manager in connection with the performance of its duties under this Agreement in such accounts. Receipt of the foregoing funds by Manager shall not constitute income to it for income tax purposes, since these funds are received and held in a custodial capacity only. Any costs and expenses incurred to open and maintain such accounts shall be a Shared Facilities Cost or a Residential Shared Facilities Cost, as applicable.

4.1.5 Disbursements. Manager shall review all invoices received for services, work and supplies ordered in connection with Manager's performance of its obligations under this Agreement and cause all of such invoices, as well as all utility charges and other amounts due from the SF Owner to be paid as and when due, on behalf of the SF Owner, provided the funds necessary for payment of such invoices are available in the bank accounts of the SF Owner. Manager shall disburse from the bank accounts of the SF Owner amounts required for the payment of all Shared Facilities Costs incurred consistent with the provisions of Section 4.1.1 or as otherwise permitted by the CC&Rs and this Agreement.

4.1.6 Financial Statements. Manager shall, as soon as reasonably practical prepare and distribute, or cause to be prepared and distributed, annual financial reports to the SF Owner in accordance with the CC&Rs. To the extent that Manager engages third party consultants to produce such reports, the cost and expense thereof shall be a Shared Facilities Cost and/or Residential Shared Facilities Cost, as applicable. Upon written request, Manager shall provide the SF Owner with interim quarterly financial reports reflecting the then current balances of the SF Owner's bank accounts.

4.1.7 Books and Records. Manager shall keep and maintain, or cause to be kept and maintained, books and records for the Shared Facilities in accordance with generally accepted accounting principles applied on a consistent basis, or in accordance with such industry standards or such other standards with which Manager and its Affiliates are required to comply from time to time. SF Owner may examine such books and records at reasonable intervals during Manager's normal business hours. Manager will assist SF Owner in understanding the reports, statements and other information that Manager delivers to SF Owner under this Agreement.

4.1.8 Filing of Returns. To the extent applicable, Manager shall execute and file returns and other instruments and do and perform all acts required of an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, the United States Internal Revenue Code of 1986, as amended from time to time, with respect to wages paid by Manager, and under any similar Federal, State or municipal law now or hereafter in force.

4.1.9 Audit and Tax Services. To the extent applicable, Manager may, and if requested by the SF Owner shall, hire and employ vendors and outside contractors to perform services related to any audit of the finances of the Shared Facilities and the filing of tax returns and related documents with appropriate governmental authorities. The cost and expense of such services shall be a Shared Facilities Cost and/or a Residential Shared Facilities Cost, as applicable.

4.2 Administrative Services. Manager shall provide or cause to be provided the following services of an administrative nature:

4.2.1 Rules and Regulations. Manager may, from time to time, suggest amendments to the rules and regulations for the Shared Facilities as Manager deems advisable. Consistent with the requirements of the CC&Rs, if any, Manager shall provide to the Hotel Owner and the Condominium Association a copy of the rules and regulations for the Shared Facilities, and as they may be amended or modified from time to time in accordance with the CC&Rs.

4.2.2 Maintenance of Records. Manager shall maintain records sufficient to describe its services hereunder including financial books and records sufficient to identify the source of all funds collected by it in its capacity as Manager, and disbursement thereof. Such records shall be kept in accordance with sound accounting practices and will be kept at the office of Manager. The cost and expense thereof shall be a Shared Facilities Cost and/or a Residential Shared Facilities Cost, as applicable.

4.2.3 Estoppel Certificates. Manager shall be responsible for providing Estoppel Certificates to the Hotel Owner and the Condominium Association in accordance with the CC&Rs and Manager shall charge no more for an Estoppel Certificate than such amount as may be permitted pursuant to the CC&Rs.

4.2.4 Alteration Requests. Manager shall process requests for alterations to the Units or Common Elements that require notice to or approval of the Shared Facilities Manager, in accordance with the CC&Rs.

4.3 Operating Services. Manager shall provide or cause to be provided the following operating services to the SF Owner:

4.3.1 Licenses and Permits. Manager shall maintain in the SF Owner's name (unless required to be maintained in Manager's name on behalf of the SF Owner), all licenses and permits required to be obtained by the SF Owner and Manager in connection with the management and operation of the Shared Facilities. The SF Owner shall execute and deliver any applications and other documents and otherwise cooperate to the fullest extent with Manager in applying for, obtaining, and maintaining such licenses and permits. The cost of obtaining and maintaining any of the foregoing licenses or permits, including satisfaction of any requirements therefor, shall be a Shared Facilities Cost and/or a Residential Shared Facilities Cost, as applicable.

4.3.2 Compliance with Laws. Manager shall use commercially reasonable efforts to operate the Shared Facilities in compliance with (a) all Applicable Laws, (b) the terms and conditions of the CC&Rs and in accordance with the requirements of any insurance carrier insuring all or any part of the Shared Facilities, and (c) the Budget (subject to the provisions of this Agreement). Manager, with the consent of the SF Owner, shall have the right to contest any governmental law, regulation, ordinance, order, and requirement, unless failure to comply promptly with any such law, regulation, ordinance, order, and requirement would or might expose Manager, the SF Owner, or both, to criminal liability or to substantial civil penalty unless the party affected thereby consents to such action. Manager shall not, however, be responsible for the

compliance of the Shared Facilities, or any equipment therein or related thereto, with the requirements of any Applicable Laws, including without limitation, any building codes or Environmental Laws. However, Manager shall notify the SF Owner promptly or forward to the SF Owner promptly any complaints, warnings, notices, or summonses received by Manager relating to any such matters. The SF Owner authorizes Manager to disclose the ownership of the Shared Facilities to any such officials. The SF Owner agrees to indemnify, defend, and hold Manager, its representatives, agents, and employees harmless from all loss, cost, expense, and liability whatsoever that may be imposed on any of them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations, unless such violation was directly attributable to the fraudulent or willful misconduct of Manager (as finally adjudicated by a court of competent jurisdiction). The cost of compliance with Applicable Laws incurred by Manager shall be a Shared Facilities Cost and/or a Residential Shared Facilities Cost, as applicable.

4.3.3 Management Supplies. Manager shall, on behalf of and as a Shared Facilities Cost and a Residential Shared Facilities Cost, respectively, buy and maintain sufficient inventories of all consumable items used in the operation of the Shared Facilities (other than the Residential Shared Facilities), and Residential Shared Facilities, respectively, including cleaning materials, stationery, and similar items, to the extent consistent with the Budget (subject to permitted variances as set forth in Section 4.1.1(a)).

4.3.4 Investigation of Accidents. Manager shall, on behalf of the SF Owner, investigate, or have others investigate, all accidents, estimate the cost to repair any damage or destruction to the Shared Facilities, and make written reports to the SF Owner as to all material claims for damages relating to the ownership, operation, and maintenance of the Shared Facilities as such claims shall become known to Manager. Manager shall prepare all reports required by any insurance company to be filed in connection therewith, and may hire any necessary consultants pursuant to Section 4.1.6.

4.3.5 Service Contracts. Manager shall, on behalf of SF Owner and as a Shared Facilities Cost or a Residential Shared Facilities Cost, as applicable, (but only to the extent said costs and expenses are consistent with the Budget (subject to permitted variances as set forth in Section 4.1.1(a))), engage such third parties as Manager deems advisable to provide such services as may be necessary or desirable for the operation and maintenance of the Shared Facilities, in accordance with the terms of the CC&Rs and this Agreement. Manager shall administer any contracts for such services on behalf of the SF Owner. All contracts for the purchase, lease or renting of materials or equipment to be used in connection with the Shared Facilities, all contracts for the provisions of services (including without limitation, for retention or employment of attorneys, accountants, consultants, third-party vendors and other professionals and experts), and all contracts that are not to be performed within one (1) year after execution, shall be in writing.

Manager shall not be precluded from executing agreements or granting concessions or licenses to itself, to the Hotel Owner, the SF Owner, the Condominium Association, Unit Owner, or to any Affiliate of any of them. To the extent not prohibited by the CC&Rs or the Condominium Instruments, entering into any contract, agreement, concession or license by Manager with itself or an Affiliate shall not be considered to be self-dealing; provided that the prices and other terms of such contract, agreement, concession or license are obtained in accordance with the requirements of this section and are competitive with those obtainable from unrelated vendors or are the subject of competitive bidding.

4.3.6 Compliance with Ancillary Documents. Consistent with the Budget, Manager shall use commercially reasonable efforts to see that the SF Owner complies with, and enjoys all of the benefits of, all agreements affecting the Shared Facilities, including the CC&Rs, or agreements to which the SF Owner is a party or is subject. Manager is authorized to act on behalf of the SF Owner in regard to all such agreements (excluding the CC&Rs) consistent, in all respects, with its obligations to the SF Owner hereunder. Additionally, Manager, on behalf of the SF Owner, is authorized to act or give such approvals or consents as may be required of the SF Owner under such agreements, provided that notice of any such action, approval or consent is given to the SF Owner and the SF Owner is afforded a reasonable opportunity to discuss the same

with Manager. As and to the extent that Manager or the SF Owner incurs costs and expenses in connection with the foregoing, those costs and expenses shall be a Shared Facilities Cost or a Residential Shared Facilities Cost, as applicable, in accordance with the terms of this Agreement.

4.4 Personnel

4.4.1 Employees of Manager and Others. In the performance of the Management Services, Manager shall directly employ such personnel as Manager deems reasonably necessary for delivery of the Management Services related to the operation and maintenance of the Shared Facilities. Manager may use the services of vendors and third parties to supply such personnel and/or may utilize personnel of the Hotel and/or the Condominium to the extent that Manager has secured agreement from the Hotel Owner and/or Condominium Association, as applicable to do so. Manager shall be responsible for the selection, hiring, and work of such personnel, as well as the selection and hiring of vendors and third parties. Manager shall have sole discretion to hire, terminate and promote its personnel, or terminate vendors or third parties supplying personnel. Manager shall have full responsibility to supervise, direct, train and oversee all personnel, to fix their compensation in accordance with the Budget, and generally to establish and maintain all employment policies and practices, provided that Manager shall use commercially reasonable good faith efforts to cause Manager's employment policies and practices to comply with all Applicable Laws. The SF Owner shall have no right to, and shall not, direct, supervise, delegate to or reprimand any personnel of or employed by Manager or interfere with the management or discipline of such personnel, and the SF Owner agrees not to attempt to do so. Personnel of or employed by Manager shall be treated fairly, with dignity and with respect by the SF Owner. The SF Owner shall take reasonable care to ensure that personnel of or employed by Manager are provided a work environment free of verbal, physical or other harassment or abuse from the SF Owner, the Hotel Owner, the Condominium Association or the Unit Owners and their respective guests, agents or invitees. The SF Owner and Manager shall fully cooperate with each other to implement and carry out the provisions of this Section 4.4.1. Subject to the provisions of Section 4.1 of this Agreement, the cost and expense (including any termination and incoming relocation expense) of all personnel directly employed by Manager with respect to the Shared Facilities shall be included as a Shared Facilities Cost and/or a Residential Shared Facilities Cost, as applicable; provided, however, that the cost and expense of above-property supervisory personnel, if any, shall not be included as a Shared Facilities Costs or a Residential Shared Facilities Cost, but the cost and expense of centrally-provided support services that would otherwise be provided at the Shared Facilities (e.g., accounting services) shall be fairly allocated to the Hotel and the Condominium (or solely to the Condominium with respect to the Residential Shared Facilities), and the cost and expense of vendors and third parties engaged by Manager shall be included as a Shared Facilities Cost and/or a Residential Shared Facilities Cost, as applicable.

4.4.2 Employees of the SF Owner. If and when the SF Owner desires to directly employ one or more persons to provide services to the Shared Facilities, the SF Owner shall discuss the same with Manager, and shall obtain the Approval of Manager as to the position and the person selected to fill the position. The cost and expense of any employees employed directly by the SF Owner in connection with the Shared Facilities shall be included as a Shared Facilities Cost and/or a Residential Shared Facilities Cost, as applicable.

4.4.3 Fidelity Bond. Manager shall obtain a blanket fidelity bond for itself and all officers, employees, and agents of Manager who handle, or are responsible for handling, the SF Owner's monies under this Agreement. The cost and expense of such bond(s) shall be a Shared Facilities Cost.

4.4.4 Termination. In the event this Agreement is terminated and Manager ceases to act as the manager of the Shared Facilities, nothing herein shall prevent the SF Owner from extending offers of employment to employees of Manager whose employment is being terminated by Manager effective as of the termination of this Agreement. Manager represents that it is prepared to take all steps reasonable and appropriate pursuant to its normal transition procedures to coordinate a smooth transition in order to avoid any successor liability to the SF Owner with respect to Manager's employees, including any WARN Act liability or equivalent liability under

a comparable state law (provided the SF Owner has taken all necessary steps to avoid WARN Act liability or equivalent liability under a comparable state law, including without limitation giving Manager sufficient advance notice of such termination).

4.5 Other Services. Manager shall provide or cause to be provided the following additional services:

4.5.1 Inspections. Manager shall make periodic inspections of the Shared Facilities and render reports and make recommendations to the SF Owner concerning the Shared Facilities and observable CC&Rs non-compliance issues with respect to the Shared Facilities.

4.5.2 Emergencies. The CC&Rs shall at all times provide that Manager shall have the right to enter any portion of the Project as necessary without prior notice for emergency repairs to prevent damage to all or any portion of the Shared Facilities, and for the purpose of abating any unlawful or prohibited activity, but only as and to the extent consistent with the CC&Rs or Applicable Laws.

4.5.3 Repair and Maintenance of Shared Facilities. Manager shall, as a Shared Facilities Cost and/or a Residential Shared Facilities Cost, as applicable, cause the Shared Facilities to be operated, maintained, repaired, and replaced in accordance with the CC&Rs, consistent with the St. Regis Standards and, subject to Section 4.1, the Budget and shall cause, coordinate, supervise and oversee all repairs, maintenance, alterations, improvements, renewals, replacements, and additions with respect to the Shared Facilities which are authorized in accordance with the CC&Rs.

4.6 All Other Acts. Manager shall perform all such other and further acts and things as it determines to be reasonably necessary to fulfill the terms of this Agreement and as otherwise delegated to it or authorized by action of the SF Owner or under the CC&Rs.

4.7 Frequency of Services. Manager shall perform the Management Services as often as provided above; however, if no time frame is specified in this Section 4, then Manager shall perform the Management Services as often as it deems reasonably necessary and appropriate for the specified services, applying prudent management practices and with the intent of ensuring compliance with the CC&Rs and the St. Regis Standards.

4.8 Access. So long as Manager operates the Hotel and/or the Condominium, Manager and the SF Owner agree that they will cooperate in good faith to execute and cause the execution of such CC&Rs (including service easements, access easements and the like) as may be necessary in Manager's reasonable opinion to provide ingress, egress and passage over and through the Hotel, the Condominium and all of the Shared Facilities.

4.9 Office and Ancillary Spaces. If requested by Manager, the SF Owner will provide or make available to Manager a reasonable amount of appropriate office space within the Project to be used by the personnel of Manager in providing the Management Services. The office space will be provided at no cost to Manager.

5. FEES; ADVANCES; RESERVE ACCOUNTS

5.1 Management Fee. The SF Owner shall pay to Manager a management fee in consideration of Manager providing the Management Services under this Agreement which shall be comprised of two parts: (i) an amount in connection with the Shared Facilities (other than the Residential Shared Facilities), which shall be part of the Shared Facilities Costs (the "Shared Fee"); and (ii) a fee in connection with the Residential Shared Facilities, which shall be part of the Residential Shared Facilities Costs (the "Residential Fee" and collectively with the "Shared Fee", the "Management Fee"). The Shared Fee for the first (1st) Fiscal Year after the Commencement Date shall be Ten Thousand Dollars ($10,000), and the Residential Fee for the first (1st) Fiscal Year shall be One Thousand Dollars ($1,000) (collectively, the "Minimum Fee"). Thereafter, the Management Fee for each Fiscal Year shall be equal to the Minimum Fee increased in each

subsequent year by five percent (5%) and allocated on a pro-rata basis to the Shared Fee and the Residential Fee, respectively. Any adjustment to the amount of the Management Fee shall take effect on the first (1st) day of the Fiscal Year. The Management Fee shall be paid in one (1) installment, in advance, on or before the start of each Fiscal Year. The first (1st) payment of the Management Fee under this Agreement shall be due and owing and shall be paid to Manager on the Commencement Date; if the Commencement Date is on a date other than the first (1st) day of a Fiscal Year, then the amount of this first (1st) payment shall be prorated to reflect payment for less than a full calendar month.

5.2 Advances and Reimbursements. All costs and expenses incurred by Manager in providing the Management Services shall be reimbursed to Manager by the SF Owner no later than the tenth (10th) day of the month following the month in which such costs and expenses were incurred, provided the same are consistent with the Budget (subject to permitted variances as set forth in Section 4.1.1(a)). Manager may reimburse itself for such costs and expenses from the SF Owner's funds maintained in its operating account. Manager shall not be required to perform any act or duty under this Agreement involving an expenditure of money unless there shall be sufficient funds therefor in the bank accounts of the SF Owner. If at any time the funds in the bank accounts of the SF Owner are not sufficient to pay the Shared Facilities Costs or the Residential Shared Facilities Costs incident to this Agreement, Manager shall have the right, but not the obligation, to advance such sums as it deems necessary, and shall provide written notice to the SF Owner of same within a commercially reasonable time period. In case of such advancement, Manager shall be entitled to reimburse itself from the SF Owner's funds for the amount of the advances, together with interest thereon at the Interest Rate from the date of the advance by Manager. Nothing in this Agreement shall require Manager to expend any of its own funds (including its remuneration and expenses payable hereunder) for any matter herein or otherwise in respect of the SF Owner or the Shared Facilities.

5.3 Reserve Accounts. The SF Owner agrees that it shall establish adequate capital expense reserve accounts separately for the Shared Facilities (other than the Residential Shared Facilities) and for the Residential Shared Facilities (the "Reserve Accounts") for repairs, replacements and additions to the Furniture and Equipment and for other obligations related to the Shared Facilities in accordance with the CC&Rs, the cost of which is normally capitalized under generally accepted accounting procedures ("Reserve Account Obligations"). Manager shall establish in the SF Owner's name each of the Reserve Accounts in separate interest-bearing bank accounts for those reserves specified in the Budget, in a bank designated by the SF Owner and Approved by Manager. The Reserve Accounts shall be available for use by Manager to cover the cost of Reserve Account Obligations as reflected in the Budget or as otherwise Approved by the SF Owner. Subject to timely receipt of all assessments, Manager shall timely deposit into the applicable Reserve Account the amount required under the Budget to be set aside for each Reserve Account.

5.3.1 Sales Proceeds. The proceeds from the sale of Furniture and Equipment no longer needed for the operation of the Shared Facilities shall be deposited into the applicable Reserve Accounts, as reasonably determined by Manager. At the end of each Fiscal Year, any amounts remaining in the Reserve Accounts shall be carried forward to the next Fiscal Year and shall be in addition to the amount to be deposited in the Reserve Accounts in the next Fiscal Year.

5.3.2 Reserve Study. After the first (1st) full Fiscal Year of operations of the Shared Facilities, but in no event later than the expiration of the third (3rd) full Fiscal Year of operations and thereafter from time to time but no more frequently than every three (3) years unless otherwise requested by the SF Owner, Manager shall commission a third-party study to evaluate the Reserve Account Obligations and the adequacy of the contributions to the Reserve Accounts to meet such Reserve Account Obligations (the "Reserve Study"). The cost and expense of the Reserve Study shall be a Shared Facilities Cost.

5.3.3 Proceeds Shortfall. If Manager determines that the contributions to the Reserve Accounts are insufficient to cover the Reserve Account Obligations as reflected in the Budget or the Reserve Study or as otherwise Approved by the SF Owner, Manager shall provide

written notice thereof to the SF Owner, and the SF Owner shall approve a special assessment or otherwise provide the additional required funds in accordance with the CC&Rs, within sixty (60) days of written notice from Manager.

6. ENFORCEMENT RIGHTS

6.1 Charges. Manager is authorized to take all action on behalf of the SF Owner, consistent with the CC&Rs, to enforce collection of assessments and charges from the Hotel Owner, the Condominium Association and Unit Owners, as applicable, and may register a charge or lien on behalf of the SF Owner against the Hotel Owner, the Condominium Association or any applicable Unit Owner, should the Hotel Owner, the Condominium Association or any applicable Unit Owner fail to pay assessments, maintenance fees, and charges, and take such other appropriate action for purposes of collection, in the name of the SF Owner, in accordance with the CC&Rs. Manager may satisfy assessments and charges of record on payment and render statements as to the current status of the Hotel Owner's, the Condominium Association's or any applicable Unit Owner's account. Any assessments and charges against the Hotel Owner or a Unit Owner shall be limited to the Hotel or the Unit owned by the Person in default of such payment obligations, and shall not be filed so as to encumber the Hotel or a Unit if the Hotel Owner or the applicable Unit Owner is not in default. The SF Owner shall aid and assist Manager in any reasonable manner requested by Manager in the collection of assessments, maintenance fees, and charges.

6.2 Conditions to Manager's Obligations. Manager's obligations under this Agreement shall be subject to: (a) the execution and delivery by the parties thereto, and filing and recordation on the land records and all other appropriate places of official record, of the Condominium Instruments and the CC&Rs, all in form and substance satisfactory to Manager; (b) receipt by Manager at least sixty (60) days prior to the projected Commencement Date (or if not obtainable by then, as soon thereafter as legally obtainable) of all licenses, permits and other approvals and instruments necessary for the management and operation of the Shared Facilities; (c) Manager being fully satisfied as to the completeness, accuracy and validity of the representations and warranties made by the SF Owner in Section 9; (d) the execution of this Agreement by the SF Owner and Manager; and (e) occurrence of the Commencement Date in accordance with this Agreement.

7. REMEDIES

7.1 Remedies. Upon the occurrence of an Event of Default by either party, the non-defaulting party may, subject to Applicable Law, in addition to any other remedy given it by agreement or in law or in equity, bring an action against the defaulting party for damages, specific performance, injunctive relief, and/or such other rights and remedies as it may have in law or in equity. The non-prevailing party shall be liable for the reasonable attorneys' fees and costs incurred by the prevailing party. All of such rights of the parties on default shall be cumulative, and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy. Termination of this Agreement for any reason shall not affect the SF Owner's obligations (including but not limited to, the payment of the Management Fees and all costs and expenses incurred by Manager in the performance of the Management Services as provided in Section 4), that have accrued as of the date of termination, and those obligations that, from the context of this Agreement, are intended to survive termination of this Agreement. Without limiting the foregoing, the provisions of Section 4.3.2, Section 4.8, Section 7, Section 8, Section 12.17 and Section 12.18 shall survive the termination of this Agreement.

8. INDEMNIFICATION

8.1 Indemnity. The SF Owner agrees that it shall defend, indemnify and hold harmless Manager from and against any and all costs, damages, liabilities and expenses (including reasonable attorneys' fees) arising from any claim by any Person relating to the Shared Facilities or any part thereof, or any death, injury to person or property damage occurring on or about the Shared Facilities or any part thereof, or directly or indirectly arising out of any design or construction defects or claims, or the conduct or operation of the Shared Facilities or the

performance of Manager's duties or services hereunder to the extent the same is not attributable to any willful or intentional misconduct or fraud of Manager or Manager's sole gross negligence (as finally adjudicated by a court of competent jurisdiction) (and to the extent such indemnification is not prohibited by Applicable Law). If any proceeding shall be brought or threatened against Manager with respect to any matter for which Manager is entitled to indemnity pursuant to the preceding sentence, Manager shall promptly notify the SF Owner in writing and the SF Owner shall assume the defense thereof, including the employment of counsel Approved by Manager and the payment of all costs of litigation. Notwithstanding the preceding sentence, Manager shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of Manager unless (i) the employment of such counsel shall have been authorized in writing by the SF Owner, or (ii) the SF Owner, after due notice of the action, shall not have employed counsel satisfactory to Manager to have charge of such defense, in either of which events the reasonable fees and expenses of counsel for Manager shall be borne by the SF Owner. The SF Owner shall not be liable for any settlement of any such action effected without its consent. The provisions of this Section 8.1 shall survive termination of this Agreement.

8.2 Limitation on Liability. Manager assumes no liability whatsoever for (a) any acts, omissions or conduct of the SF Owner, the Hotel Owner, any Hotel guests, the Condominium Association or any of their Affiliates or any current or previous members of the Condominium Association's board or any Unit Owners (including their guests, invitees or permitted users), or any previous management of any of the foregoing; (b) any failure of or default by the Hotel Owner, the Association or any individual Unit Owner in the payment of any assessment or other charges due to the SF Owner or in the performance of any obligations owed by the Hotel Owner, the Condominium Association or any Unit Owner to the SF Owner; (c) violations of environmental or other regulations that may become known during the period this Agreement is in effect provided, however, such violation did not arise out of the willful misconduct or fraud of Manager; and (d) any and all claims or damages or injuries to persons or property by reason of any cause whatsoever, either in or about the Shared Facilities or any portion of the Project, except to the extent such claim results from the willful misconduct or fraud of Manager or Manager's sole gross negligence (as finally adjudicated by a court of competent jurisdiction). The provisions of this Section 8.2 shall survive termination of this Agreement.

8.3 Standard of Care. Except for a breach of or failure to perform by Manager of Manager's express obligations under the provisions of this Agreement, Manager shall have no liability for the performance or nonperformance of any acts by Manager or for any omissions of Manager not attributable to Manager's willful or intentional misconduct or fraud or Manager's sole gross negligence (as finally adjudicated by a court of competent jurisdiction). The SF Owner recognizes that the multitude of the tasks imposed upon Manager and the complexity of some matters is such that a competent and successful performance of Manager's obligations from an overall viewpoint could be achieved notwithstanding the fact that an employee of Manager might be negligent in the performance of one or more particular activities, and accordingly, the SF Owner waives any and all claims against Manager based upon any theory of negligence other than Manager's sole gross negligence.

8.4 Insurance. Amounts paid to the SF Owner under applicable insurance policies of the SF Owner or its Affiliates covering the Shared Facilities may be used to fund the SF Owner's indemnification obligations under Section 8.1, but the availability of insurance proceeds shall in no way limit, reduce or otherwise affect the SF Owner's obligation to indemnify Manager under Section 8.1.

9. REPRESENTATIONS AND WARRANTIES OF THE SF OWNER

To induce Manager to enter into this Agreement, the SF Owner hereby makes the following representations and warranties as of the date of this Agreement:

9.1 Authority. The execution of this Agreement is permitted by the CC&Rs, and this Agreement has been duly authorized, executed, and delivered by the SF Owner and constitutes the

legal, valid, and binding obligation of the SF Owner enforceable in accordance with the terms of this Agreement.

9.2 No Claims. As of the date hereof, there is no claim, litigation, proceeding, or governmental investigation pending against or relating to the SF Owner, the properties or operations of the Shared Facilities, the Hotel, the Condominium or the transactions contemplated by this Agreement, that does or may reasonably be expected to materially and adversely affect the ability of the SF Owner to enter into this Agreement or to carry out its obligations hereunder, and there is no basis for any such claim, litigation, proceeding, or governmental investigation, except as has been fully disclosed in writing to Manager.

9.3 No Conflicting Agreements. Neither the performance of the actions contemplated by this Agreement to be performed by the SF Owner, nor the fulfillment of the terms and conditions of this Agreement, conflicts with or will result in the breach of any of the terms or conditions of, or constitutes a default under, any agreement, indenture, instrument or undertaking to which the SF Owner, the Hotel Owner or the Association is a party or by which it or its assets are bound.

9.4 Acknowledgement of Manager Status. The SF Owner acknowledges that Manager is a U.S. person, subject to the laws of the United States, and if Manager is prohibited from providing any services to any Person pursuant to U.S. law administered by the Office of Foreign Assets Control relating to Specially Designated Nationals or Blocked Persons and certain embargoed countries, then SF Owner shall arrange for someone other than Manager to provide any services necessary for such Person and Manager shall have no obligation to provide such services to such Person under this Agreement.

10. REPRESENTATIONS AND WARRANTIES OF MANAGER

To induce the SF Owner to enter into this Agreement, Manager hereby makes the following representations and warranties as of the date of this Agreement:

10.1 Authority. This Agreement has been duly authorized, executed, and delivered by Manager and constitutes the legal, valid, and binding obligation of Manager enforceable in accordance with the terms of this Agreement. Manager further represents that it has complied with the provisions of the Applicable Laws in connection with the Agreement and that it or its personnel have and shall maintain the license required for provision of the Management Services, if any.

10.2 No Claims. There is no claim, litigation, proceeding, or governmental investigation pending (or as far as is known to Manager, threatened) against or relating to Manager, the properties or business of Manager or the transactions contemplated by this Agreement, that does or may reasonably be expected to materially and adversely affect the ability of Manager to enter into this Agreement or to carry out its obligations hereunder, and there is no basis for any such claim, litigation, proceeding, or governmental investigation, except as has been fully disclosed in writing to the SF Owner.

10.3 No Conflicting Agreements. Neither the performance of the actions contemplated by this Agreement to be performed by Manager, nor the fulfillment of the terms and conditions of this Agreement, conflicts with or will result in the breach of any of the terms or conditions of, or constitutes a default under, any agreement, indenture, instrument or undertaking to which Manager is a party or by which it or its assets are bound.

11. INSURANCE

11.1 Property Insurance. Commencing with the Commencement Date, the SF Owner shall procure and maintain, or cause to be procured or maintained, the following insurance (or Manager shall procure and maintain the following insurance if (i) the SF Owner requests in writing, at least sixty (60) days prior to the Commencement Date, that Manager procure and maintain the following, (ii) the Shared Facilities satisfy the then-current insurability criteria under Manager's insurance program, and (iii) Manager approves such request, in its sole and absolute

discretion) at the SF Owner's sole cost and expense as part of the Shared Facilities Costs and the Residential Shared Facilities Costs, as applicable.

11.1.1 Property Insurance. Property insurance (and to the extent applicable, builders risk insurance), including boiler and machinery coverage, on the Shared Facilities, including its component parts, the Furniture and Equipment and fixed asset supplies and contents (the foregoing, collectively, the "Areas of Insurance Responsibility") against loss or damage by risks generally covered by an "all risk of physical loss" form or equivalent policy of insurance. Such coverage, to the extent available at commercially reasonable rates, terms and conditions shall be for an amount not less than the one hundred percent (100%) replacement cost thereof, less a reasonable deductible and subject to commercially reasonable sub-limits. Such coverage shall include (i) an agreed value provision, (ii) waiver of co-insurance, (iii) landscape coverage of not less than the replacement cost of all landscaping, and (iv) law and ordinance coverage in an amount not less than twenty-five percent (25%) of the replacement cost or Five Million Dollars ($5,000,000) whichever is greater.

11.1.2 Flood Insurance. Flood insurance, to the extent such coverage is excluded or sub-limited from the property insurance required under Section 11.1.1 and the Shared Facilities are located in whole or in part within an area identified as having a special flood hazard. Such coverage, to the extent available at commercially reasonable rates, terms and conditions, shall be for not less than twenty-five percent (25%) of the replacement cost of the Areas of Insurance Responsibility, in excess of the application of a reasonable deductible. In no event shall flood insurance coverage be less than the maximum amount available under the National Flood Insurance Program (or successor program) for such coverage.

11.1.3 Insurance for Loss or Damage caused by Earth Movement. Insurance for loss or damage caused by earth movement, to the extent such coverage is excluded from the property insurance required under Section 11.1.1 and to the extent the Shared Facilities are located in an "earthquake prone zone" as determined by appropriate government authority or by the insurance industry. Such coverage, to the extent available at commercially reasonable rates, terms and conditions, shall be for not less than the probable maximum loss of the Areas of Insurance Responsibility or the aggregate probable maximum loss if insured under a blanket program, less a reasonable deductible.

11.1.4 Terrorism Insurance. Terrorism insurance, to the extent such coverage is excluded or sub-limited from the property insurance required under Section 11.1.1. Such coverage, to the extent available at commercially reasonable rates, terms and conditions, shall be for not less than the replacement cost of the Areas of Insurance Responsibility, less a reasonable deductible.

11.1.5 Windstorm Insurance. Windstorm insurance, to the extent such coverage is excluded from the property insurance required under Section 11.1.1 and to the extent the Shared Facilities are located in a "windstorm prone zone" as determined by an appropriate government authority or by the insurance industry. Such coverage, to the extent available at commercially reasonable rates, terms and conditions, shall be for not less than the probable maximum loss of the Areas of Insurance Responsibility or the aggregate probable maximum loss if insured under a blanket program, less a reasonable deductible.

11.1.6 Business Interruption Insurance. Business interruption insurance caused by any occurrence covered by the insurance described in Section 11.1.1 through Section 11.1.5. Such coverage, to the extent available at commercially reasonable rates, terms and conditions, shall include (i) extra expense, (ii) necessary continuing expenses, including ordinary payroll expenses covering a period of not less than ninety (90) days, (iii) management fees, (iv) if applicable, loss of rental income and not less than two (2) years' loss of profits, (v) if applicable, maintenance fees (if the SF Owner elects to insure such maintenance fees), and (vi) an extended period of indemnity of not less than three hundred sixty-five (365) days.

11.1.7 Other Property Insurance. Such other property insurance as is customarily required by Manager at similar facilities.

11.2 Property Insurance Policy Details

11.2.1 All insurance procured by, or on behalf of, the SF Owner hereunder shall be obtained from reputable insurance companies of recognized responsibility and financial standing from AM Best or similar accredited insurance rating companies with a minimum rating of A,IX. Any premiums and deductibles under said policies shall be subject to the reasonable approval of Manager. All premiums and deductibles (net of any credits, rebates and discounts) shall be paid by the SF Owner and included as a Shared Facilities Cost and/or a Residential Shared Facilities Cost, as applicable, in accordance with this Agreement and the CC&Rs.

11.2.2 If the SF Owner procures the insurance described in Section 11.1, all policies of such insurance shall be carried in the name of the SF Owner, with Manager as an additional insured. If Manager procures such insurance, all policies of such insurance shall be carried in the name of Manager, with the SF Owner as an additional insured. The mortgagees of the Shared Facilities, if any, collectively and without naming them individually, shall be included as additional insureds with respect to the Areas of Insurance Responsibility. Any property losses under such policies of insurance shall be payable to the respective parties as their interests may appear. The CC&Rs shall require each Mortgage to contain provisions to the effect that proceeds of the insurance policies required to be carried under Section 11.1 shall be available for repair and restoration of the Areas of Insurance Responsibility.

11.2.3 If the SF Owner procures the insurance described in Section 11.1, the SF Owner shall deliver to Manager (i) certificates of insurance for such insurance or, upon Manager's request, a certified copy of the policy(ies) so procured, and (ii) in the case of insurance policies about to expire, certificates with respect to the renewal(s) thereof. All such certificates of insurance shall, to the extent obtainable, state that the insurance shall not be canceled or non-renewed without at least thirty (30) days' prior written notice to the certificate holder.

11.2.4 Each of the SF Owner and Manager hereby waives its rights of recovery and its insurer's rights of subrogation from the other party or any of its Affiliates (and its respective directors, officers, shareholders, agents and employees) for loss or damage to the Areas of Insurance Responsibility, and any resultant interruption of business regardless of the cause of such property or business interruption loss.

11.2.5 In the event the SF Owner elects to have the Areas of Insurance Responsibility insured under Manager's property insurance program and Manager approves such participation pursuant to the first (1st) paragraph of Section 11.1, the Areas of Insurance Responsibility shall be insured under Manager's property insurance program until such time as either the SF Owner or Manager shall provide written notice to the other of its intent to discontinue such participation in accordance with the following:

(a) If the SF Owner elects to remove the Areas of Insurance Responsibility from Manager's property insurance program and to procure its own property insurance for the Areas of Insurance Responsibility, the SF Owner shall provide Manager written notice of such decision at least ninety (90) days prior to the next renewal date of coverage under Manager's property insurance program (which is currently April 1st of each calendar year). If the SF Owner fails to timely provide such notice, but the SF Owner nevertheless procures its own property insurance for the Areas of Insurance Responsibility, the SF Owner shall pay, from its own funds, to Manager an amount equal to ten percent (10%) of the annual premium under Manager's property insurance program to cover all fixed costs and expenses incurred by Manager for the placement of such property insurance. If the SF Owner elects to exit Manager's property insurance program in the middle of a coverage year (i.e., prior to the end of a coverage year), (i) the premiums under Section 11.1.1 of Manager's property insurance program and the SF Owner's replacement property insurance program will be prorated as of the date on which Manager receives and approves certificates of insurance evidencing the SF Owner's replacement property insurance

coverage and its compliance with the requirements of Section 11.1 through Section 11.2.4, and the SF Owner shall pay to Manager the amount described in this clause (i), and (ii) for all other policies under Section 11.1 (other than Section 11.1.1), the premium will be deemed fully earned and will not be prorated. If the SF Owner elects to exit Manager's property insurance program pursuant to the foregoing provisions, the SF Owner may subsequently seek to have the Areas of Insurance Responsibility participate in Manager's property insurance program; however such participation shall be subject to the following requirements: (x) the SF Owner requests in writing, at least sixty (60) days prior to the commencement of the proposed coverage year, that Manager procure and maintain the property insurance, (y) the Areas of Insurance Responsibility satisfy the then-current insurability criteria under Manager's insurance program, and (z) Manager approves such request in its sole and absolute discretion.

(b) If Manager elects to remove the Areas of Insurance Responsibility from Manager's property insurance program, Manager shall provide the SF Owner written notice of such decision at least ninety (90) days prior to the next renewal date of coverage under Manager's property insurance program (which is currently April 1st of each calendar year). Following such notice, the SF Owner shall proceed to procure insurance for the Shared Facilities pursuant to Section 11.1 effective as of the expiration date of the current coverage. The SF Owner may subsequently seek to have the Shared Facilities participate in Manager's property insurance program; however such participation shall be subject to the requirements set forth in the last sentence of Section 11.2.5(a).

11.3 Operational Insurance

Commencing with the Commencement Date and thereafter during the Term, Manager shall procure and maintain the following:

11.3.1 Commercial General Liability Insurance. Commercial general liability including garagekeepers legal liability and liquor liability insurance against claims for bodily injury, death or property damage occurring in conjunction with Manager's operation of the Areas of Insurance Responsibility, and automobile liability insurance on vehicles operated in conjunction with the operations of the Areas of Insurance Responsibility, with a combined single limit for each occurrence of not less than One Hundred Million Dollars ($100,000,000);

11.3.2 Workers' Compensation Coverage. Workers' compensation coverage as may be required under Applicable Laws covering all of Manager's employees at the Shared Facilities, and employer's liability insurance of not less than One Million Dollars ($1,000,000) per accident/disease;

11.3.3 Fidelity Bond Coverage. Fidelity bond coverage in an amount not less than Two Million Dollars ($2,000,000), or such greater amount as required by Applicable Laws, covering Manager's employees at the Shared Facilities; and

11.3.4 Employment Practices Liability Insurance. Employment practices liability insurance including third party liability for claims against Manager and, if SF Owner is named as a co-defendant with Manager, for claims against SF Owner, in each case arising out of Manager's employment practices, to the extent available at commercially reasonable rates and terms, of not less than Two Million Dollars ($2,000,000);

11.3.5 Other Insurance. Such other insurance in amounts as Manager, in its reasonable judgment, deems advisable for protection against claims, liabilities and losses arising out of or connected with the operation of the Areas of Insurance Responsibility.

11.4 Operational Insurance Policy Details

11.4.1 The insurance procured under Section 11.3 may include an "Insurance Retention." Insurance Retention shall mean the deductibles or risk retention levels; however, the SF Owner's responsibility for such deductibles or risk retention levels shall be limited to the per

occurrence limit for any loss or reserve as established for the Shared Facilities, which limit shall be the same as other similar facilities participating in the blanket insurance programs.

11.4.2 All insurance required under Section 11.3 shall be carried in the name of Manager. The insurance required under Section 11.3.1 shall include the SF Owner as an additional insured.

11.4.3 Manager, upon request, shall deliver to the SF Owner certificates of insurance evidencing the insurance coverages required under Section 11.3 (and the insurance coverages required under Section 11.1, if Manager procures such insurance) and any renewals thereof. All such certificates of insurance shall, to the extent obtainable, state that the insurance shall not be canceled or non-reduced without at least thirty (30) days' prior written notice to the certificate holder.

11.4.4 All insurance premiums, costs and other expenses, including any Insurance Retention, shall be treated as a Shared Facilities Cost and/or a Residential Shared Facilities Cost, as applicable. All charges under the blanket programs shall be allocated to the Shared Facilities and other similar participating facilities on a reasonable basis. Any losses and associated costs and expenses that are uninsured shall be treated as a cost of insurance and shall also be treated as a Shared Facilities Cost and/or a Residential Shared Facilities Cost, as applicable.

11.4.5 Upon termination of this Agreement, Manager shall establish from funds in the Reserve Accounts or the bank accounts established by Manager under Section 4.1.4 a reserve in an amount determined by Manager, based on loss projections, to cover the amount of any Insurance Retention and all other costs and expenses that will eventually have to be paid by either the SF Owner or Manager with respect to pending or contingent claims, including those that arise after termination, for causes arising during the Term. If the funds in the Reserve Accounts or the bank accounts established by Manager under Section 4.1.4 are insufficient to meet the requirements of such reserve, the SF Owner shall deliver to Manager, within ten (10) days after receipt of Manager's written request therefor, the sums necessary to establish such reserve; and if the SF Owner fails to timely deliver such sums to Manager, Manager shall have the right (without affecting Manager's other remedies under this Agreement) to withdraw any necessary amounts from any other funds of the SF Owner held by or under the control of Manager.

11.5 General Conditions of Manager's Insurance Program. All insurance procured by Manager pursuant to Section 11.1 (if Manager procures such insurance) and Section 11.3 may be obtained by Manager through blanket insurance programs, with shared aggregate coverage levels, sub-limits, deductibles, conditions, and exclusions based on industry conditions and based on what is available at commercially reasonable rates, terms and conditions. The blanket program may apply to one or more insured locations that may incur a loss for the same insured event, which could result in the exhaustion of coverage prior to the resolution of all claims arising from such event. In addition, industry conditions may cause policy terms, conditions, sub-limits, conditions or exclusions to result in coverage levels less than the amounts prescribed in Section 11.1 and Section 11.3. Such conditions and limitations shall not constitute a breach of Manager's insurance procurement obligations hereunder.

11.6 Insurance Proceeds. The CC&Rs shall provide and the parties agree that all proceeds of property damage insurance when collected shall be paid to Manager, and such insurance proceeds shall be used to the extent necessary for the repairing, rebuilding, and replacement of the Shared Facilities and any other related improvement or improvements, together with replacing any Shared Facilities, including Furniture and Equipment, required in the operation of the Shared Facilities, all such proceeds being pledged and dedicated by the parties for that purpose. Any Mortgage on the Shared Facilities, if permitted in accordance with this Agreement, shall contain provisions to the effect that all such proceeds shall be available for that purpose.

11.7 The SF Owner's Insurance. In connection with the business and affairs of the Shared Facilities, to the extent not delegated to Manager in this Agreement, the SF Owner shall, throughout the Term of this Agreement, provide and maintain, at its sole expense, commercial

general liability insurance in amounts not less than a combined single limit of Ten Million Dollars ($10,000,000) for each occurrence, providing coverage for claims for personal injury, death and property damage occurring at the Shared Facilities or in connection with the business of the SF Owner in connection with the Shared Facilities. Such insurance shall be obtained from reputable insurance companies of recognized responsibility and financial standing reasonably acceptable to Manager. Any premiums and deductibles under said policies shall be subject to the reasonable approval of Manager and shall be paid by the SF Owner as a Shared Facilities Cost and/or a Residential Shared Facilities Cost in accordance with this Agreement. Manager shall be named as additional insured on the insurance described in this Section 11.7. To the extent required by the CC&Rs or at the election of the SF Owner, the SF Owner shall procure and maintain (i) directors and officers liability insurance, and (ii) fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees (if any) of the SF Owner in connection with the Shared Facilities, in reasonable amounts or in amounts as may be required by law.

11.8 Other. The SF Owner and Manager shall evaluate the insurance coverage for the Areas of Insurance Responsibility at least every five (5) years during the Term of this Agreement or sooner if required by the CC&Rs.

11.9 Third Party Vendors. Manager shall require that any subcontractor or independent contractor brought into the Shared Facilities to perform Management Services have reasonably adequate insurance coverage to protect the interests of the SF Owner and its Affiliates. Manager shall obtain and maintain on file certificates of insurance evidencing that all subcontractors and/or independent contractors are so insured. In the event that a subcontractor or independent contractor is not in compliance, Manager shall advise the SF Owner and obtain SF Owner's consent prior to hiring the subcontractor or independent contractor.

12. MISCELLANEOUS

12.1 Further Assurances. The SF Owner and Manager shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

12.2 Limits on Financing . The SF Owner covenants that it shall not place any mortgage, deed of trust or other similar security interest encumbering the Shared Facilities or a Controlling interest in SF Owner without the Approval of Manager.

12.3 Waiver. The waiver of any of the terms and conditions of this Agreement on any occasion or occasions shall not be deemed a waiver of such terms and conditions on any future occasion.

12.4 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the SF Owner and Manager and their respective successors and permitted assigns.

12.4.1 Assignment by Manager. Manager shall have the right to assign its rights and obligations under this Agreement without the consent of the SF Owner (a) to any Affiliate so long as said Affiliate continues to have the benefit of the St. Regis Marks, or (b) to any assignee that is not an Affiliate but that acquires all or a substantial part of the assets of Manager, including the St. Regis Marks, and assumes its obligations, including those hereunder, provided that any such Affiliate or assignee shall have access to appropriate personnel and systems such that it is capable of performing Manager's obligations under this Agreement. In the event of any assignment to an Affiliate, Manager shall continue to be liable under this Agreement to the same extent as though such assignment had not been made unless and until this Agreement is further assigned to a non-Affiliate of Manager in accordance with this Section 12.4.1, and in the event of any other permitted assignment, Manager's liability with respect to matters arising after such assignment, shall terminate on such assignment. Manager may assign its rights to receive the Management Fee or portions thereof to any Person as security for indebtedness. If Manager elects to assign its rights and obligations under this Agreement to an Affiliate in connection with restructuring Manager's

interest under this Agreement for income tax or other tax related purposes, the SF Owner shall cooperate with Manager, at no cost or expense to the SF Owner, in effectuating such restructuring. Except as hereinabove provided, Manager shall not assign its rights or obligations under this Agreement without the Approval of the SF Owner.

12.4.2 Assignment by the SF Owner. The SF Owner shall not assign all or any portion of this Agreement without the approval of Manager, which approval may be withheld for any reason.

12.5 Governing Law; Waiver of Jury Trial and Consequential and Punitive Damages

12.5.1 This Agreement is executed pursuant to, and shall be construed under and governed exclusively by, the internal laws of the State of Florida, without regard to its conflict of law provisions.

12.5.2 Each of the parties hereby absolutely, irrevocably and unconditionally waives trial by jury and the right to claim or receive consequential, incidental, special or punitive damages in any litigation, action, claim, suit or proceeding, at law or in equity, arising out of, pertaining to or in any way associated with the covenants, undertakings, representations or warranties set forth in this Agreement, the relationships of the parties to this Agreement, this Agreement or any other agreement, instrument or document entered into in connection herewith, or any actions or omissions in connection with any of the foregoing.

12.6 Expert Decisions

(a) In the event either party calls for an Expert determination pursuant to the terms of this Agreement, the parties shall have ten (10) days from the date of such request to mutually agree on one (1) Expert. If they fail to agree, each party shall have an additional ten (10) days to each select one (1) Expert, and within ten (10) days of such respective selections, the two (2) Experts shall select a third (3rd) Expert to resolve the dispute. If either party fails to select an Expert within the ten (10) day period provided above, then the other party shall apply to the American Arbitration Association for the appointment of the Expert to resolve the dispute. Also, if the two (2) Experts selected fail to select a third (3rd) to be the Expert to resolve the dispute, then such third (3rd) Expert shall be appointed by the American Arbitration Association upon the request of either party.

(b) Where a matter is referred to an Expert for determination, the following provisions shall apply to such Expert's determination:

(i) The decision of the Expert shall be final and binding on the parties and shall not be capable of challenge, whether by arbitration, in court or otherwise.

(ii) Each party shall be entitled to make written submissions to the Expert within thirty (30) days of the Expert being selected, and if a party makes any submission it shall also provide a copy to the other party and the other party shall have the right to comment on such submission. The parties shall make available to the Expert all books and records relating to the issue in dispute and shall render to the Expert any assistance requested of the parties. The costs of the Expert and the proceedings shall be borne as directed by the Expert.

(iii) The terms of engagement of the Expert shall include an obligation on the part of the Expert to:

(A) notify the parties in writing of its decision within forty-five (45) days from the date on which the Expert has been selected (or such other period as the parties may agree or as set forth herein);

(B) apply the standards applicable to luxury residential condominiums in accordance with the St. Regis Standards; and

(C) establish a timetable for the making of submissions and replies.

12.7 Amendments. This Agreement may not be modified, amended, surrendered, or changed, except by a written instrument executed by each of the parties to this Agreement.

12.8 Estoppel Certificates. The SF Owner and Manager agree, at any time and from time to time, as requested by the other party on not less than thirty (30) days' prior written notice, to execute and deliver to the other a statement certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that this Agreement is in full force and effect as modified and stating the modifications), and stating whether, to the best knowledge of the signer, the other party is in default in performance of any of its obligations under this Agreement, and if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this Agreement may be relied on by others with whom the party requesting such certificate may be dealing.

12.9 Partial Invalidity. If any of the provisions in this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable at any time or to any extent, the remainder of this Agreement, or the application of such provision to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

12.10 No Representation. In entering into this Agreement, the SF Owner and Manager acknowledge that neither party has made any representation to the other regarding projected earnings, the possibility of future success, or any other similar matter with respect to the Shared Facilities or any other portion of the Project.

12.11 Relationship. In the performance of this Agreement, Manager shall act solely as an independent contractor of the SF Owner and shall have no agency relationship with the SF Owner or its Affiliates. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed, or construed as making Manager a partner or joint venturer, agent or servant of or with the SF Owner or its Affiliates or as creating any similar relationship, or as requiring Manager to bear any portion of the losses arising out of or connected with the ownership or operation of the Shared Facilities. The SF Owner acknowledges that this Agreement (i) does not require performance by any specific individual or individuals, (ii) contains objective measures of Manager's performance, and (iii) is not a personal services contract. The SF Owner has no financial or ownership interest in or with regard to Manager.

The SF Owner agrees that it will not make any contrary assertion, contention, claim, or counterclaim in any action, suit, arbitration, or other legal proceedings involving Manager, the SF Owner or its Affiliates or otherwise related to the Shared Facilities.

12.12 Affiliates. Manager shall be entitled to contract with companies that are Affiliates (or companies in which Manager has an ownership interest if such interest is not sufficient to make such a company an Affiliate) to provide goods and/or services to the Shared Facilities, provided that the prices and/or terms for such goods and/or services are competitive. Additionally, Manager may contract for the purchase of goods and services for the Shared Facilities with third parties that have other contractual relationships with Manager, Marriott International, Inc. and their Affiliates, so long as the prices and terms are competitive. Manager shall use commercially reasonable efforts to provide an annual report to the SF Owner of goods and services purchased from companies that are Affiliates (or companies in which Manager has an ownership interest if such interest is not sufficient to make such a company an Affiliate). In determining, pursuant to the foregoing, whether such prices and/or terms are competitive, they will be compared to the prices and/or terms that would be available from reputable and qualified parties for goods and/or services of similar quality, and the goods and/or services that are being purchased shall be grouped in reasonable

categories, rather than being compared item by item. Any dispute as to whether prices and/or terms are competitive shall be referred to the Expert as provided in Section 12.6. The prices paid may include overhead and the allowance of a reasonable return to Manager and its Affiliates (or companies in which Manager has an ownership interest if such interest is not sufficient to make such a company an Affiliate). The SF Owner acknowledges and agrees that, with respect to any purchase of goods or services pursuant to this Section 12.12, and subject to the foregoing qualification that prices and/or terms are competitive, Manager and its Affiliates may retain for their own benefit any allowances, credits, rebates, commissions and discounts received with respect to any such purchases. In any instance in which Manager or an Affiliate receives an Unrestricted Rebate with respect to any purchase, sale, lease or other procurement or provision of goods or services for or to the Shared Facilities, such Unrestricted Rebate (or allocable portion thereof, based on a reasonable allocation formula, to the extent that such Unrestricted Rebate also applies to the purchase, sale, lease or other procurement or provision of goods or services for or to other facilities owners or third parties) shall be treated as follows: (i) first, the amount of such Unrestricted Rebate shall be applied against any procurement fees or costs incurred in connection with the purchase, sale, lease or other procurement or provision of goods or services for or to the Shared Facilities (which fees and costs shall be allocated to the Shared Facilities on a reasonable basis to the extent such fees and costs also apply to the purchase, sale, lease or other procurement or provision of goods or services for or to other facilities owners or third parties), and (ii) second, any remaining amount of such Unrestricted Rebate shall be reimbursed to the SF Owner (which reimbursement shall be treated as a reduction of the applicable Shared Facilities Costs and/or Residential Shared Facilities Costs, as applicable). For purposes of this Agreement, the term "Unrestricted Rebate" shall mean a rebate, payment or other enrichment received by Manager or an Affiliate with respect to the purchase, sale, lease or other procurement or provision of goods or services for or to the Shared Facilities, where Manager or such Affiliate is entitled to return such rebate, payment or enrichment to each of the facilities for or to which the goods or services were purchased, sold, leased, procured or provided. The term "Unrestricted Rebate" shall not include (i) any allowances, payments or other enrichments received by Manager or an Affiliate with respect to the purchase, sale, lease or other procurement or provision of goods or services for or to the Shared Facilities, where Manager or such Affiliate is not entitled to return such allowances, payments or enrichments to the facilities for or to which the goods or services were purchased, sold, leased, procured or provided or is required by a third party to utilize or allocate such allowances, payments or enrichments in a specific manner, or (ii) any conference sponsorship payments received by Manager or an Affiliate that are used to defray conference costs.

12.13 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement, superseding all prior agreements or undertakings, oral or written. The parties acknowledge and agree that they have not relied on any representations or covenants not contained in this Agreement.

12.14 Extraordinary Events. Notwithstanding anything else in this Agreement, if any party's failure to comply with, perform, or satisfy any representation, warranty, covenant, undertaking, obligation, standard, test, or condition set forth in this Agreement is caused in whole or in part by any Extraordinary Event(s), such failure shall not constitute a default under this Agreement (unless the failure is a failure to procure or maintain insurance coverages specified in this Agreement or to make any monetary payments required by this Agreement), and such failure (except regarding insurance coverages and monetary payments) shall be excused for as long as the failure is caused in whole or in part by such Extraordinary Event(s).

12.15 Interpretation. No provisions of this Agreement shall be construed against or interpreted to the disadvantage of any party to this Agreement by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.

12.16 Counterparts. Two (2) copies of this Agreement shall be executed by the parties to this Agreement and may be executed in any number of counterparts, each of which shall be deemed to be an original and need not be signed by more than one (1) of the parties to this Agreement and all of which shall constitute one and the same agreement.

12.17 Notices. Any notice, statement or demand required to be given under this Agreement shall be in writing and be, and at the option of the party giving notice: (i) personally delivered; or (ii) transmitted by certified or registered mail, return receipt requested, postage prepaid; or (iii) by Federal Express or other recognizable overnight courier; or (iv) in the case of notice to Manager, by confirmed facsimile (provided that a confirmatory copy is thereafter sent by certified or registered mail or recognizable overnight courier), addressed:

To SF Owner: _____
_____
_____
Attn: _____
Phone: (___) ___-____
Fax: (___) ___-____

with copy to: _____
_____
_____
Attn: _____
Phone: (___) ___-____
Fax: (___) ___-____

To Manager: Sheraton Operating Corporation
c/o Marriott International, Inc.
10400 Fernwood Road
Law Department 52/923
Bethesda, Maryland 20817
Attn: General Counsel
Phone: (301) 380-6979
Fax: (301) 380-6727

with copy to: The Sheraton Operating Corporation
c/o Marriott International, Inc.
10400 Fernwood Road
Bethesda, Maryland 20817
Attn: Global Real Estate Officer
Phone: (301) 380-6254
Fax: (301) 380-6243

and

[_____]
_____
[_____]
_____
Attn: General Manager
Phone: (___) ___-____
Fax: (___) ___-____

or to such other addresses as the SF Owner or Manager shall designate in the manner herein provided. Any such notice shall be deemed to have been given on (x) the date of receipt if delivered personally, or (y) the date that the return receipt, overnight courier's records or confirmed facsimile indicates that delivery to the addressee was received. The SF Owner and Manager each agree that on giving of any notice, it shall use its reasonable efforts to advise the other by telephone that a notice has been sent hereunder. Such telephonic advice shall not, however, be a condition to the effectiveness of notice hereunder.

12.18 Confidentiality. The parties agree that the matters set forth in this Agreement and statements, reports, projections, and other information relating to the operation of the Shared Facilities are strictly confidential, and each party and the Hotel Owner and the Unit Owners will make every effort to ensure that the information is not disclosed to any outside person or entities (including the press) without the prior written consent of the other party except as required by, as may be reasonably necessary to obtain licenses, permits, and other public approvals necessary for the construction, refurbishment or operation of the Shared Facilities, or as may be required to a party's consultants, accountants, attorneys or other advisors, who shall be advised of and bound by this obligation of confidentiality. Manager acknowledges and agrees, however, that this Agreement (either in draft form or executed final form) may be a required disclosure which must be made available to the prospective and current Unit Owner. The provisions of this Section 12.18 shall survive termination of this Agreement.

12.19 Brokerage. Each of the parties hereby represents and warrants to the other that it has not engaged any broker, consultant or similar Person in connection with the subject matter of this Agreement. Each party shall indemnify, defend, and hold harmless the other party from and against all damages, costs, liabilities and expenses (including reasonable attorneys' fees) based on or arising from any third party claim based on an alleged brokerage, consultancy or similar engagement by the indemnifying party or by any of its Affiliates. Any payment from a party to a broker, consultant, or similar Person shall be borne exclusively by such party. The provisions of this Section 12.19 shall survive the termination of this Agreement.

12.20. Conflict and Priorities. In the event of any express and actual conflict between the provisions of this Agreement and the provisions of the CC&Rs and the Condominium Instruments, the CC&Rs, the Condominium Instruments and this Agreement shall control, in that order of priority. However, where this Agreement requires minimum standards, insurance or expenditures that exceed those in the CC&Rs or the Condominium Instruments, this Agreement shall control.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Manager and the SF Owner, acting by and through their proper and duly authorized directors, partners, officers or other representatives, have each duly executed this Agreement as of the date first written above.

MANAGER:

THE SHERATON OPERATING CORPORATION

By: _____
Name: _____
Title: _____

SF OWNER:

S.R. LBK, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

FIRST YEAR BUDGET

Exhibit "H"

Development Approvals and Project Encumbrances

RESOLUTION 2018-01

A RESOLUTION OF THE TOWN OF LONGBOAT KEY APPROVING A FINAL SITE PLAN APPLICATION FOR THE ST. REGIS HOTEL AND RESIDENCES, LOCATED AT 1620 GULF OF MEXICO DRIVE, TO BUILD 78 RESIDENTIAL UNITS, 1 TOURISM UNIT ON 17.6 ACRES OF PROPERTY AND AUTHORIZING THE ALLOCATION OF AN ADDITIONAL 165 TOURISM UNITS FROM THE TOWN'S TOURISM POOL TO CONSTRUCT A 166 ROOM RESORT ON THE SITE, INCLUSIVE OF 3 RESTAURANTS, 2 BARS, A SPA, AN EVENT LAWN, A TOTAL OF 15,304 SQUARE FEET OF MEETING SPACE (INCLUDING A BALLROOM AND MEETING/BOARD ROOMS), A LOBBY AREA, ADMINISTRATIVE AREAS, SERVICE AREAS, SWIMMING POOLS, AND OFF-STREET PARKING; PROVIDING FOR INSEVERABILITY; REPEALING RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the request of Colony Beach Associates, Ltd., on November 21, 1972, the Town of Longboat Key (the "Town") approved the plot plan for the development of a 237 unit tourism resort hotel (the "Colony") on the land located at 1620 Gulf of Mexico Drive; and

WHEREAS, the zoning of the subject land at the time of the plot plan approval was H-2, which allowed for a maximum density of 14 units per acre of land; and

WHEREAS, the Town issued a building permit for the construction of the tourism resort hotel on February 20, 1973, and the Colony was subsequently constructed; and

WHEREAS, construction of the Colony occurred prior to current Federal, State, and local Flood Regulations as well as the current State Building Code; and

WHEREAS, on November 30, 1973, approximately 15 acres of the site were submitted to condominium ownership (the "Condominium Parcel"); and

WHEREAS, the remaining approximately 3 acres were not dedicated to condominium ownership (the "Out Parcels"); and

WHEREAS, the Colony Beach and Tennis Club Association, Inc. ("Association") is a not-for-profit corporation formed in 1973 that is managed by an elected Board of Directors that provide oversight over the 237 tourist condominium units and common elements within the Condominium Parcel area of the Colony property; and

WHEREAS, in 1985, the Town revised its Zoning Map and generally reduced the allowed density Town-wide; and

WHEREAS, the Colony property was rezoned to the T-6 Zoning District, with a maximum allowed density of 6 units per acre, which rendered the existing Colony site nonconforming for density; and

WHEREAS, the Colony closed on August 15, 2010; and

WHEREAS, Section 158.138(B)(8)(a) of the Town's Zoning Code provides that a nonconforming use or structure not used for a period of one year shall be considered abandoned and, therefore, all nonconforming uses or structures within the Colony could have been deemed abandoned after August 15, 2011; and

WHEREAS, as a result of multiple legal restraints, in 2011 the Association began submitting requests to the Town to preserve the nonconforming density on the site and prevent the loss of the density through abandonment under the Town's Zoning Code; and

WHEREAS, between 2011 through 2016, the Association, submitted five requests to petition the Town for extensions of the nonconforming density as permitted pursuant to Section 158.138(B)(8)(b) of the Town's Zoning Code and neither the owners of the Out Parcels nor the condominium unit owners objected to the extensions; and

WHEREAS, the Town Commission passed five Resolutions between 2011 and 2016 granting the Association's request for extensions and preserved 237 tourism units and uses on the site and imposed various property maintenance conditions in an effort to secure the site; and

WHEREAS, the Town Commission passed Resolution 2011-17, 2012-07, 2013-39, 2014-14 and 2016-12, and 2016-18 which granted the Association's requests with conditions; and

WHEREAS, Unicorp National Developments, Inc. ("Unicorp") acquired a majority ownership interest and apparent control of the Out Parcels in July 2016 and received authorization from the Association's Board of Directors to act as the Association's representative in all matters concerning redevelopment of the Association's interests in the Colony; and

WHEREAS, on July 10, 2016, the Town received a letter from the Association's Board of Directors authorizing Unicorp National Developments, Inc. and Unicorp Acquisitions, LLC to act as the Association's representative with respect to the redevelopment of the Colony; and

WHEREAS, after a public hearing on September 12, 2016 the Town Commission passed Resolution 2016-18 which granted the Association's request for an extension of time to redevelop or use the nonconforming uses until June 30, 2018; and

WHEREAS, the extension of time to redevelop or use the nonconforming uses provided for in Resolution 2016-18 was extended pursuant to Florida Statutes 252.363(1)(a) by Governor Scott's Executive Orders 2016-18, 17-120 and 17-235 until June 28, 2020 as a result of declared state of emergency declarations and operation of law; and

WHEREAS, the Association through its legal counsel (Jeff Warren, Esq.) has attested to and reaffirmed the Association's consent and authorization to have Unicorp act as the Association's agent in the redevelopment of the Colony site and provided the Town

with Board meeting minutes documenting said authorization provided by the Association's Board of Directors; and

WHEREAS, Unicorp has given Brenda Patten, Esq. authorization to act on their behalf as agent for all applications required for development of the Colony; and

WHEREAS, Unicorp seeks to redevelop the Colony site as a mixed use project in the T-6 zoning district, rather than utilize the existing structures, uses and grandfathered tourism density provided for in Resolution 2016-18; and

WHEREAS, since the closure of the Colony site in 2011, the buildings and structures have been neglected and are in a continual state of deterioration; and

WHEREAS, on or about October 2017, the Town's Building Official commenced action under Section 150.21 of the Code and notified Unicorp, the Association and the majority of the unit owners having an interest in the buildings and structures on Colony the site that the buildings and structures have reached such a state of disrepair and neglect that the structures on the site are unfit or unsafe and that the buildings need to be repaired or demolished; and

WHEREAS, on or about February 2018, the Town's Building Official commenced action under Section 150.21 of the Code advising all other unit owners that were not previously notified in October 2017, and that have an interest in any remaining buildings and structures on the Colony site, that the buildings and structures have reached such a state of disrepair and neglect that the structures on the site are unfit or unsafe and that the buildings need to be repaired or demolished; and

WHEREAS, the Town is concerned about the continued deterioration of the buildings, the structural integrity of said buildings, and the ability of the buildings to withstand another hurricane season and, consequently, the Town is pursuing the remedies available under Town Code including, but not limited to, a condemnation order and demolition order to protect the public and adjacent properties owners from hazards that could emanate from the site; and

WHEREAS, on or about July 24, 2017, Unicorp filed an initial ODP/PUD/Final Site Plan application along with a text amendment with the Town that seeks to redevelop the site with a combination of hotel and condominium units on the site; and

WHEREAS, since initially filing its ODP/PUD/Final Site Plan application, Unicorp has withdrawn its text amendment and further modified and reduced the requested density it is seeking in its redevelopment proposal; and

WHEREAS, Unicorp has filed an ODP/PUD application, which reduces the overall density on the site to 4.5 units/acre pursuant to Section 158.070 of the Code; and

WHEREAS, Unicorp has amended its Final Site Plan application to build 78 residential units, 1 tourism unit and request the allocation of 165 additional tourism units from the tourism pool to build a 166 room resort on the site, with 3 restaurants, 2 bars, a spa, an event lawn, a total of 15,304 square feet of meeting space (inclusive of a ballroom

and meeting/board rooms), a lobby area, administrative areas, service areas, swimming pools, and off-street parking, to be located at 1620 Gulf of Mexico Drive; and

WHEREAS, on March 18, 2008, pursuant to Ordinance 2007-47 and in accordance with Article II, Section 22 of the Town Charter, the Town's electors approved the creation of a 250 tourism unit pool that permits the Town Commission to allocate those pooled units town-wide; and

WHEREAS, Section 158.180, of the Town Zoning Code and Policy 1.1.11 of the Town's Comprehensive Plan Future Land Use Element, governs the eligibility for and Town Commission's allocation of the 250 tourism units as authorized by the March 2008 referendum; and

WHEREAS, Unicorp has requested through its PUD/ODP/Site Plan application the allocation of the remaining 165 tourism units available in the tourism pool; and

WHEREAS, Unicorp has submitted a PUD/ODP application and pursuant to the PUD process initially requested nine departures in its application which modify the zoning standards otherwise provided for in the Town's Zoning Code and has subsequently withdrawn their request for two departures; and

WHEREAS, Unicorp's remaining requested departures relate to: (a) maximum building length, pursuant to Section 158.102 (L)(3); (b) Gulf waterfront setback pursuant to Section 158.150 (D)(1)(b); (c) accessory commercial uses pursuant to Section 158.127 (C)(2); (d) Floor Area Ratio (FAR) pursuant to Section 158.102 (C)(1)(c); (e) Living Space Ratio pursuant to Section 158.102 (C)(2); (f) and Open Space Ratios pursuant to 158.102 (C)(2) ; and

WHEREAS, the Planning and Zoning Official has accepted Unicorp's application in a timely fashion, and referred the same to the Planning and Zoning Board along with supporting documentation and staff recommendations; and

WHEREAS, Unicorp's proposed site plan is consistent with the Town's Comprehensive Plan and the T-6 zoning district in which it is located; and

WHEREAS, the Planning and Zoning Board held a properly noticed quasi-judicial public hearing on February 20, 2018 and heard evidence and testimony associated with Unicorp's application; and

WHEREAS, the Planning and Zoning Board reviewed the application and after considering all of the competent substantial evidence in the record, including the testimony and documents submitted into the record at the hearing, recommended to the Town Commission that the proposed application be approved with certain agreed upon proffered conditions and with a reduction in the total size of the proposed commercial space and more specifically a 2,350 square foot reduction in the size of the proposed ballroom on the site; and

WHEREAS, as a result of the Planning and Zoning Board recommendation, the Applicant has agreed to amend the site plan associated with its application and reduced its previously proposed 10,000 square foot ballroom to 7,650 square feet; and

WHEREAS, on March 5, 2018 and March 6, 2018, the Town Commission conducted a duly noticed public hearing on Resolution 2018-01 and the Town Commission continued the deliberation of the Resolution subject to approval of Ordinance 2018-07; and

WHEREAS, after considering all of the competent substantial evidence in the record, including the testimony and documents submitted into the record at the hearing, including the Staff Report submitted on February 6, 2018 and its supplements, and the recommendation of the Planning and Zoning Board, the Town Commission makes these conclusions of law and findings of fact:

a) Pursuant to Section 158.103 (A), the plan is consistent with the Town's Comprehensive Plan and the purpose and intent of the T-6 zoning district in which it is located.

b) Pursuant to Section 158.103 (B), the plan is in conformance with all applicable regulations of the T-6 zoning district in which it is located.

c) Pursuant to Section 158.103 (C), with the recommended conditions of approval, the plan is in conformance with applicable Town requirements, including design, utility facilities, and other essential services.

d) Pursuant to Section 158.103 (D), with the recommended conditions of approval, the plan is consistent with good design standards in respect to all external relationships, including but not limited to relationship to adjoining properties; internal circulation, both vehicular and pedestrian; disposition and use of open space; provision of screening and buffering; and preservation of existing natural features, including trees; size and apparent bulk of structures; and, building arrangements both between buildings in the proposed development and with those buildings adjoining the site.

e) Pursuant to Section 158.103 (E), with the recommended conditions of approval, the plan is in conformance with Town policy with respect to sufficiency of ownership, and guarantees for completion of all required improvements and continued maintenance.

f) With the recommended conditions, the site plan meets all applicable standards for the T-6 zoning district for a PUD/ODP and standards in Section 158.180 for the distribution of the 165 tourism units.

g) With the recommended conditions, the additional 165 tourism units assigned pursuant to Section 158.180 to the site is in the best interest of the Town and its citizens and does not adversely impact or affect the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LONGBOAT KEY, FLORIDA THAT:

SECTION 1. The above Whereas clauses are hereby ratified and confirmed as true and correct, and are hereby incorporated fully by reference.

SECTION 2. The site plan application for the St. Regis Hotel and Residences located at 1620 Gulf of Mexico Drive, Longboat Key, Florida, 34228 is hereby approved subject to the conditions attached hereto marked Exhibit "A", "Conditions Requisite for Approval", Site Plan Review, St. Regis Hotel and Residences located at 1620 Gulf of Mexico Drive, Longboat Key, Florida, 34228, and dated concurrently with this Order. Exhibit A is incorporated fully herein.

SECTION 3. This Resolution shall become effective immediately upon adoption. Notwithstanding the foregoing, the Final Site Plan approval provided for herein is contingent upon the Applicant obtaining approval of the Planned Unit Development (PUD)/Outline Development Plan (ODP) from the Town Commission through Ordinance 2018-07.

SECTION 4. Except as specifically noted in this Resolution and the exhibits incorporated herein, all prior Town Resolutions in conflict herewith shall be and the same are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder of this Resolution shall be invalid.

ADOPTED following a public hearing at a meeting of the Town Commission of the Town of Longboat Key on the 16 day of MARCH 2018.

Terry A. Gans, Mayor

ATTEST:

Trish Shinkle, Town Clerk

Attachment: Exhibit "A", Conditions Requisite for Approval

EXHIBIT "A"

RESOLUTION # 2018-01

CONDITIONS REQUISITE FOR APPROVAL
SITE PLAN REVIEW

ST. REGIS HOTEL AND RESIDENCES
1620 GULF OF MEXICO DRIVE

1) The provisions of the site plan application for the subject property, received December 4, 2017 (as modified by supplemental submissions on January 26, 2018, January 31, 2018, February 2, 2018, February 26, 2018 and March 9, 2018) shall be complied with unless waived or modified by the following conditions, or by written agreement between the Town and the Applicant, or amended pursuant to Town Code. Any and all improvements shall comply with T-6 High-Density Tourist Resort Commercial District of the Town Code.

2) The Final Site Plan approval contained herein is contingent upon the Applicant obtaining approval of the Planned Unit Development (PUD)/Outline Development Plan (ODP) from the Town Commission through Ordinance 2018-07.

3) The additional 165 tourism units granted from the tourism pool and flexible regulatory standards, as allowed by Section 158.180, shall restrict the future use of the entire 166 tourism units to a tourism use only. Tourism units on Longboat Key shall provide transient lodging accommodations of less than 30 consecutive calendar days or one (1) entire calendar month, whichever is less, and are not to be used as dwelling units for permanent occupancy.

4) In accordance with Section 158.067(H) of the Town Code, final site development plan approval for a planned unit development runs with the land for a period not to exceed four calendar years from the date of the ordinance adopting the final site development plan.

5) Upon the issuance of a final Condemnation Order and Notice of Intent to Demolish buildings on the Property, the Applicant shall apply for permits to demolish all buildings subject to such order, and shall demolish them within 60 days of the issuance of such a permit, for the protection of the neighboring adjacent property owners. If the Condemnation Order and Notice of Intent to Demolish is appealed by any unit owner, the deadline for obtaining a demolition permit and completing demolition shall be extended until a date 30 days after the date that any appeal is finally denied. This deadline may be extended by the Town Manager for good cause shown for a period not to exceed 120 days. Any request for an extension must be submitted in writing to the Town Manager at least 20 days prior to the expiration. Any additional extensions, beyond that provided by the Town Manager, shall be considered by the Town Commission in a public meeting. Notwithstanding the foregoing, nothing herein shall prevent the Town from utilizing the processes provided for in Section 150.21 of the Town Code; including the Town's demolition of the structures and the imposition of liens against the property for the costs of

abatement and/or demolition as provided for in Section 150.21(M) of the Town Code. Additionally, nothing herein shall preclude the Town from pursuing all other available means of enforcement of state and local codes including, but not limited to, enforcement proceedings before the Town's Code Enforcement Board or litigation. In accordance with Sections 3303.01-3303.7 of the Florida Building Code, 6th Edition, the Applicant shall ensure the following is done to protect the adjacent property before, during and after demolition:

a) Prior to demolition, contractor shall assume all responsibility for the elimination of all non-protected wildlife, pests & rodents. All individual pests, rodents and non-protected wildlife which are primarily outdoor inhabitants, that become incidental invaders inside buildings, must be eliminated.
b) Prior to demolition, contractor is responsible for acquiring any applicable permits & coordinating with all appropriate agencies. Bid shall include all permit costs.
c) Lead, mold & asbestos surveys required for all buildings prior to demolition.
d) All material must be removed and disposed of in a legal manner. At no time can materials be stacked or stored on property.
e) Staging is only permitted within the site. Access will be limited to only one point.
f) Contractor may have limited use of a wrecking ball.
g) Contractor responsible for protection of underground utilities.
h) The vacant lot shall be filled and maintained to the existing grade.
i) The lot shall be sodded or seeded with grass, or otherwise covered with vegetative landscaping within five calendar days of the completion of demolition.
j) Adjoining public and private property shall be protected from damage during demolition work. Protection shall be made to control water runoff and erosion during demolition activities. The Applicant shall provide written notice to the owners of adjoining buildings advising them of demolition activities and that the adjoining buildings should be protected. Said notification shall be delivered no less than 10 days prior to the scheduled started date of the demolition

6) Prior to the issuance of any building permits for construction of the project, the Applicant shall submit written documentation to the Town demonstrating:
   a) The condominium has been terminated and the rights of the unit owners to the ownership of individual condominium units have been extinguished; and
   b) The Applicant has unified ownership over the entire 17.6 acre property, and in accordance with applicable law, including Chapter 718, Florida Statutes, has the right to obtain building permits. For purposes of this condition, "ownership and control" shall mean that Unicorp, or one or more entities in which Chuck Whittal is manager or president, shall hold title and be the owner of 100% of the real property interests in the entire 17.6 acre property.
   c) Nothing herein shall preclude the Applicant from applying for or obtaining demolition permit(s) to address unsafe, unfit or condemned structures located on the property and removing said structures pursuant to such an Order by the Town's Building Official and/or Fire Marshall.

7) All rights under Resolution 2016-18 shall terminate and Resolution 2016-18 shall be repealed at the expiration of all applicable appeal period(s) following the effective date of Resolution 2018-01. In the event of an appeal, Resolution 2016-18 and all obligations and provisions set forth therein shall be extended until the completion of all appeals.

8) All proposed tourism units must be completed and receive certificates of occupancy prior to the issuance of any certificates of occupancy for any of the 78 residential units.

9) The 78 residential units shall be used as dwelling units for permanent occupancy. At all times, the number of parking spaces required for residential use shall be maintained for all 78 residential units. Use of the 78 residential units must comply with Town codes.

10) The hotel shall be designed, constructed, and operated to be eligible for designation as a "Five Star" hotel of similar quality to the Eau Palm Beach Resort & Spa or The St. Regis Bal Harbour Resort.

11) The hotel restaurants and hotel bars, the tiki bar and the pool grill will be available for public use. The meeting rooms, boardrooms and ballroom may be booked by the public for private events. The public will be able to obtain services at the spa, which shall include a day pass to use the hotel pool and beach facilities on the day of the spa appointment. Membership or contractual rights for the non-exclusive use of the hotel recreation facilities may be established and granted by the hotel management. The "public" shall include people who are not hotel guests or unit owners, tenants or their guests.

12) Without a reduction to the amount of ballroom/meeting space or adoption of other conditions of approval otherwise limiting maximum seating capacities identified below, to ensure that the parking provided meets the requirements of the Town's Land Development Regulations, occupancy in the restaurants, lounges and meeting rooms shall be limited to the following:

Area	Maximum Seating
Restaurant/Bar Spaces	
Specialty Restaurant	75
3 Meal Restaurant	200
Grill/Beach Restaurant	60
Lobby Lounge	60
Tiki Bar	15
Sub Total – Bar/Rest	410
Meeting/Conference Spaces	
Ballroom	425
Meeting Rooms (6)	180
Board Rooms (2)	46
Subtotal – Meeting	651*
Total Occupancy	1061

*Contingent upon Condition 53.

13) As part of an application for building permit approval, the Applicant will submit a construction management plan addressing issues including, but not limited to the following, ensuring the mitigation of construction traffic, noise, hours of construction, and other issues that might potentially impact existing Town residents:
    a) Points of ingress to and egress from the site for construction and delivery vehicles;
    b) Areas on the site designated for the parking of construction vehicles and the storage of construction materials;
    c) Hours of construction;
    d) Mitigation plans for buffering and screening the construction site to reduce impacts on surrounding properties; and
    e) A procedure for regularly informing residents of The Aquarius and Ten Con of construction activities, telephone numbers to call for information and a process for resolving complaints that may arise.

14) After the development is completed, a master association will be established for the maintenance and collection of assessments to maintain all common areas and landscaping, as well as the stormwater management system and related facilities in both the residential and tourism areas of the project. The hotel facilities, including open space, landscaping, and recreational areas and facilities, will be maintained pursuant to a franchise and maintenance agreement with the hotel operator. Common areas and facilities within and associated with the three residential towers will be maintained by a condominium association to be created by the filing of a condominium declaration in accordance with Florida law.

15) The development shall not be constructed in phases. Building permits for the hotel tower and the three residential towers shall be issued concurrently. Construction on the site shall commence within 6 months after issuance of the building permit for vertical construction and shall be completed within 36 months after the start of construction. Extensions may be granted in accordance with the Town's codes. No certificate of occupancy for the hotel tower, including meeting rooms and ballroom, shall be issued until the residential units in the three residential towers are certified as substantially complete. No certificate of occupancy for any residential unit shall be issued until the hotel improvements are certified as substantially complete. This condition is intended to assure that the hotel and residential towers will be constructed and completed at the same time, but also to recognize that the interior improvements to individual residential units may not be finished at the same time as other units in the same towers, or the hotel, due to the specifications and customizations of the purchasers of the residential units.

16) The site plan designates a room, identified as F.C.C. ("Fire Control Center") on the ground floor of the hotel that may be used by the Town of Longboat Key Fire and/or Police departments as a control room and/or emergency command center for fire and emergency service prevention on the property and incident management on the property on a year round basis. Prior to filing construction plans for the development, the developer will consult with the Town to provide the

communication facilities necessary to enable use of the room for these purposes and show those facilities on the construction plans. The inclusion of this room in the site plan is for the life safety of the residents, guests, visitors and employees at the property.

17) The site plan shows a fire/emergency access road along the north, west and south sides of the site, connecting to Gulf of Mexico Drive. This access road may be used by the Town of Longboat Key for official business, including but not limited to: providing fire, police, and emergency rescue services to the site, the abutting beach, and the Gulf of Mexico: providing beach renourishment activities to the beach fronting and adjacent to the property; providing inspections and/or turtle patrol activities by inspectors approved by the Town or FWC; providing access to the Town of Longboat Key's Public Works Department to address fish kills and/or red tide events, perform beach grooming and maintenance. A 16' wide travel way shall be maintained clear of obstruction by the hotel. The owner will execute an easement to the Town or its agents granting access across the 16' emergency driveway for the above stated purposes. The fire/emergency access road may also be used by the hotel operator for hotel vehicles and overflow parking at special events so long as a 16' travel way for emergency access remains free of obstruction. The Town shall repair any damage to the access easement or the Property resulting from the use of the access easement by the Town or FWC.

18) Per Section 58.02 (A) of the Town Code, all utilities shall be located underground.

19) A six-foot tall construction fence shall be provided and maintained to secure the construction site with an opaque covering, acceptable to the Town Planning, Zoning, and Building Department. The construction fence shall be removed from the site at the completion of construction.

20) The development/construction plans shall conform to the Florida Building Code and all other applicable codes and ordinances pertaining to, but not limited to, Town Chapter 154 Flood Control, Federal ADA, and Florida Accessibility Codes.

21) Parking of construction-related vehicles shall be prohibited along Gulf of Mexico Drive.

22) The development shall meet all of the applicable codes and requirements of the Fire Department regarding emergency vehicle access, and shall conform to all applicable codes and ordinances pertaining to, but not limited to, the fire code and life/safety codes. Plans shall be submitted to the Fire Marshal at the time a building permit application is submitted.

23) Building plans shall include fire suppression systems, appropriate exit signage, portable fire extinguishers, fire alarm systems, and emergency lighting as approved by the Town Fire Marshal, prior to the issuance of any building permits.

24) Native and drought resistant plant species shall be used in the buffer and other common areas to reduce water requirements. No more than 25 percent of the site

may be planted in sod or plant species that are not drought resistant. A detailed landscape plan shall be submitted to the Town and approved by the Planning, Zoning, and Building Department prior to the issuance of a building permit.

25) All nuisance exotic species of trees on the entire site shall be removed including Australian Pine (Casuarina spp.), Carrotwood (Cupianopsis anacardioides), and Brazilian Pepper (Schinus terebinthifolius). All efforts shall be made to avoid the removal of native vegetation; however, whenever such native vegetation having a diameter breast height (dbh) of four (4) inches or greater must be removed, the applicant shall provide on-site replacement trees at a ratio of two (2) replacement trees for each one (1) tree removed. Replacement trees shall have a minimum of a four-inch dbh and a 12-foot height, when planted at grade.

26) Existing mature trees shall be preserved to the greatest extent possible in accordance with the submitted tree plan (Sheet L41.01), received by the Town on December 4, 2017.

27) The approved landscaping, as presented to the Town on the plans, received by the Town on December 4, 2017, shall be maintained and replaced if necessary at an equivalent maturity level. The cost of maintenance and replacement shall be the responsibility of the property owner.

28) All signage for the property shall meet the requirements of and be permitted in accordance with Chapter 156 *Sign Code* of the Town of Longboat Key, Florida Code of Ordinances.

29) Prior to the issuance of any building permit, all applications for permits submitted to any outside permitting agency (i.e. SWFWMD, FDEP, FDOT, etc.), and all applicable permits received and approved from such agencies, shall be submitted to the Planning, Zoning, and Building Department.

30) Subsequent to receiving site plan approval from the Town Commission, three (3) sets of the approved site plan materials, with the necessary changes to meet all applicable conditions of the adopted resolution of approval, shall be submitted to the Planning, Zoning, and Building Department for final compliance review. The site plan materials shall include all plan sheets included in the application packet and photocopies of all applicable outside agency permits. A building permit application must include the approved site plan with staff's compliance review stamp of approval.

31) Approval of the proposed site plan shall be subject to payment of all staff review and consultant charges during the redevelopment process by the developer.

32) The Applicant shall install all required landscape buffer vegetation along Gulf of Mexico Drive at the earliest point in the project, consistent with the landscape's long-term survival.

33) The Applicant shall pay an impact fee at the issuance of a building permit for the additional seven (7) units granted pursuant to Chapter 158 Section 158.017, *Parks*

and open space land acquisition, to be used for parks and open space according to the standards and formula set forth in the section.

34) All engineering construction plans pertaining to infrastructure, including but not limited to, water, wastewater, access, offsite roadway improvements, grading and drainage shall be approved by the Town Public Works prior to the issuance of a building permit.

35) All past due/delinquent balances and penalties due to the Town as part of the existing Colony water and sewer system must be fully satisfied prior to the St. Regis development connecting to the Town's water and sewer system.

36) All Stormwater Management system design assumptions shall be verified through Geo-Technical investigation and other appropriate testing methods prior to construction authorization/building permit.

37) The landscape plan shall be further coordinated and refined along the north and south property boundary lines near and above where stormwater chambers are to be installed.

38) Additional landscaping shall be installed along the northern property line to screen the event lawn from visual and auditory impacts. A landscaping plan must be submitted and approved by the Town prior to issuance of a building permit.

39) All exterior lighting shall comply with Section 158.102(B)(5), arranging the lighting to shield or deflect the light from adjoining properties and streets. All exterior lighting shall be in compliance with Chapter 100 *Sea Turtles*, of the Town Code both during construction and at completion of construction.

40) Prior to the issuance of a building permit, a Notice of Intent (NOI) for a Construction Generic Permit shall be required to be submitted to the Florida Department of Environmental Protection (FDEP), in accordance with the Town's Municipal Separate Stormwater System permit under the National Pollutant Discharge Elimination System (NPDES) program. The Applicant shall submit evidence of application for the NPDES NOI, including a Stormwater Pollution Prevention Plan (SWPPP) and use of best management practices during construction for erosion and sedimentation controls for the entire project site.

41) During construction, coordination with the Public Works Department shall be maintained during water, wastewater, and stormwater connections and phasing. A pre-construction meeting with Public Works is advised.

42) The developer of St. Regis shall post a satisfactory performance bond approved by the Town's Attorney and accompanied by the engineer-of-record's opinion of probable construction cost for site work. The bond amount shall be 125% of the engineer's estimate and kept current through the duration of construction. Upon receipt of signed and sealed "as-built" plans, the principal amount of the Bond may be reduced by 75 percent of its original amount for a one-year maintenance period

after issuance of the Certificate of Occupancy, at the end of which the bond shall be shall be released (Town Code Sections 158.067(G)1 and 157.31(B)).

43) Prior to issuance of any certificate of occupancy or temporary certificate of occupancy, all infrastructure, including but not limited to, utilities, access, Gulf of Mexico Drive roadway improvements, landscaping, storm water systems and grading shall be completed.
   a) Per Town of Longboat Key Code of Ordinances Section 55.05, a Landscape Certificate of Compliance and irrigation as-built must be completed to the satisfaction of the Public Works Department prior to issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy.

   b) Prior to Certificate of Occupancy or Temporary Certificate of Occupancy for any phase, a set of Record Drawings signed and sealed by the Engineer of Record shall be completed to the satisfaction of the Public Works Department for that phase. Drawings shall show all improvements including but not limited to grading, drainage, utilities, landscape, roadway improvements, etc. Such record drawings shall also include a signed and sealed statement by the engineer that the improvements are in substantial conformance with the approved plans or otherwise differences noted.

44) The stormwater management system shall be maintained in perpetuity. The Applicant/designated responsible entity assumes full responsibility for operation and maintenance of the stormwater management system subject to this approval.

45) The Applicant must coordinate with Sarasota County Area Transit (SCAT) and Town staff for the placement/relocation of existing and/or future bus stops and shelters.

46) The Applicant's engineer shall confirm that the multi-use trail along the west side of Gulf of Mexico Drive for the full frontage of the development meets current minimum FDOT standards, and if not, shall design and permit to expand and achieve same.

47) The Applicant shall comply with Town Code Sections 158.018 and 158.102(I) regarding water and wastewater capacity reservation. Coordination with Public Works regarding Facility Investment Fees is required prior to temporary or permanent Certification of Occupancy.

48) Prior to issuance of a building permit, the Applicant shall submit a Dune Enhancement and Protection Plan. The Dune Enhancement and Protection Plan will include the following information: installation and/or maintenance of salt-tolerant plants, such as sea oats, dune grasses, and other diverse species; minimize breaks in the vegetated dune zone at beach access corridors; identify access corridors where dune walkovers shall be installed (where appropriate); and seek to connect to the adjacent vegetated dune zones to maintain alongshore vegetative connectivity of the dunes. Where appropriate, the Applicant will import beach compatible sand to restore the elevation of the landward portion of the beach to re-establish the dunes prior to vegetative enhancement. The Plan will

also acknowledge and discuss the requirement to acquire permits from the appropriate agencies for the implementation of the Plan (e.g. FDEP Coastal Construction Control Line permit).

49) The Applicant shall indemnify and provide a defense on behalf of the Town if any third party appeals this approval.

50) The Applicant agrees to limit the total number of beds within the entire project to 650 beds.

51) For public safety purposes, the Applicant shall install an Emergency Radio System (RAS) that will allow for public safety departments to communicate during an emergency incident in and around each building. The communications system shall be approved by the Fire Chief prior to issuance of the initial building permit for the project.

52) In order to manage the traffic generated by the proposed development, including the special events, the Applicant shall construct a 185-feet southbound right-turn lane including the 50 feet taper and extend the existing northbound left-turn lane to 360 feet including 50 feet taper or as far as geometric constrains allowed.

53) The total number of attendees at one time for special events held in the ballroom, meeting rooms and board rooms, event lawn and beach combined shall be no more than 425 people, regardless of whether they are hotel guests, on-site residents or attendees not staying at the hotel or residing on site. The number of attendees shall be verified by bookings for an event, ticket sales, table and chair setup and other operational data for events. Such information shall be provided to the Town upon request. The hotel operator shall provide an Event Management Plan to the Town Manager at least 30 days prior to an event at which 385 attendees are expected at the same time in the ballroom, meeting rooms and board rooms. The Town Manager may, but shall not be required to, comment on the Event Management Plan. For the purpose of this provision, a 'special event' means 1) an activity in the meeting center (ballroom, meeting rooms, board rooms, pre-function space and ballroom terrace), event lawn and beach for which a sponsoring entity enters a contract with the hotel to establish the time, date, number of attendees, and cost (on a flat fee or per person basis) for the event, and where the sponsor is responsible for payment to the hotel for the participation of the attendees, and the attendees do not pay the hotel for attendance at the event, other than for hotel room charges, bar charges, or valet parking; and/or 2) an activity conducted on the hotel's beach that is advertised to the public. A special event does not include an activity organized by the hotel for guests of the hotel and conducted on hotel facilities other than the meeting center, so long as the event is not advertised to the public. If the Town receives complaints about problems associated with any event as described above, such as Gulf of Mexico Drive traffic management, parking, queuing, valet operation, number of attendees, or similar concerns, then upon request of the Town the hotel operator shall provide data to the Town Manager on the management of the event and shall cooperate with the Town Manager to avoid similar problems at future events. The Town and the hotel operator will agree on mitigation measures which shall be implemented

at all future events. Management of such events shall at all times be the responsibility of the hotel operator, not the Town. A violation of the maximum number of persons allowed at an event shall be a violation subject to Code Enforcement. Nothing in this condition shall preclude a person from filing a complaint with the Town's Code Enforcement official and pursuing a violation of the maximum number of attendees as a Code Enforcement matter. The fine for the first offense of exceeding 425 attendees at such event shall be deemed irreparable or irreversible in nature and a fine not to exceed $5,000 per violation may be imposed.

54) The Departure for accessory commercial space is reduced by 2,350 square feet, from 27,061 square feet to 24,711 square feet. The Applicant shall reduce the size of the ballroom to no more than 7,650 square feet and shall either increase the back of house space or reduce the building footprint by 2,350 square feet in the final building permit and construction plans. Any change to the site plan for the hotel building to accommodate a reduction in the size of the ballroom shall be allowed as a minor change pursuant to Zoning Code Section 158.100.

55) The final building plans will include cellular repeaters in the hotel and residential towers to improve cellular phone coverage

56) In recognition of the Town's need for additional recreational facilities to serve permanent and temporary residents, and Florida law which would exempt the existing 237 tourism or dwelling units from payment of recreation impact fees, the Applicant will donate $200,000.00 to the Town to be designated for improvements to public recreation facilities.

57) The site plan shall be revised to comply with the building setbacks on the north and south side of the site as required by §158.102(L)(2). Changes to the site plan to conform the setbacks to the requirements of §158.102(L)(2) shall be allowed as a minor change pursuant to Zoning Code §158.100.

58) The Applicant shall cooperate with the Town and the U. S. Postal Service to change the address of the site from 1620 Gulf of Mexico Drive to an odd numbered address consistent with addresses of other properties on the west side of Gulf of Mexico Drive.

59) The Applicant shall maintain a surety or cash bond with the Town in an amount sufficient to guarantee the performance of stipulation 6. The initial amount of the surety or cash bond shall be a minimum of $1,100,000.00. This amount shall be adjusted by the Applicant annually based upon an engineer's estimate of the cost to guarantee performance of stipulation 6. Upon demonstration by the Applicant that requirements contained in stipulation 6 have been completed, The Town Commission may release the obligation for this surety or bond.

Town of Longboat Key - Office of the Town Clerk
I, do hereby certify that the above foregoing is a true and correct copy of the original on file in the Office of the Town Clerk.
Witness my hand this 20th **day of** March **,20** 18.
By: _____
Title: Town Clerk

ORDINANCE 2018-07

AN ORDINANCE OF THE TOWN OF LONGBOAT KEY, FLORIDA, APPROVING A PLANNED UNIT DEVELOPMENT(PUD)/OUTLINE DEVELOPMENT PLAN AMENDMENT (ODP) FOR ST. REGIS HOTEL AND RESIDENCES, LOCATED AT 1620 GULF OF MEXICO DRIVE, TO BUILD 78 RESIDENTIAL UNITS, 1 TOURISM UNIT ON 17.6 ACRES OF PROPERTY AND AUTHORIZING THE ALLOCATION OF AN ADDITIONAL 165 TOURISM UNITS FROM THE TOWN'S TOURISM POOL TO CONSTRUCT A 166 ROOM RESORT ON THE SITE, INCLUSIVE OF 3 RESTAURANTS, 2 BARS, A SPA, AN EVENT LAWN, A TOTAL OF 15,304 SQUARE FEET OF MEETING SPACE (INCLUDING A BALLROOM AND MEETING/BOARD ROOMS), A LOBBY AREA, ADMINISTRATIVE AREAS, SERVICE AREAS, SWIMMING POOLS, AND OFF-STREET PARKING; PROVIDING FOR INSEVERABILITY; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the request of Colony Beach Associates, Ltd., on November 21, 1972, the Town of Longboat Key (the "Town") approved the plot plan for the development of a 237 unit tourism resort hotel (the "Colony") on the land located at 1620 Gulf of Mexico Drive; and

WHEREAS, the zoning of the subject land at the time of the plot plan approval was H-2, which allowed for a maximum density of 14 units per acre of land; and

WHEREAS, the Town issued a building permit for the construction of the tourism resort hotel on February 20, 1973, and the Colony was subsequently constructed; and

WHEREAS, construction of the Colony occurred prior to current Federal, State, and local Flood Regulations as well as the current State Building Code; and

WHEREAS, on November 30, 1973, approximately 15 acres of the site were submitted to condominium ownership (the "Condominium Parcel"); and

WHEREAS, the remaining approximately 3 acres were not dedicated to condominium ownership (the "Out Parcels"); and

WHEREAS, the Colony Beach and Tennis Club Association, Inc. ("Association") is a not-for-profit corporation formed in 1973 that is managed by an elected Board of Directors that provides oversight over the 237 tourist condominium units and common elements within the Condominium Parcel area of the Colony property; and

WHEREAS, in 1985, the Town revised its Zoning Map and generally reduced the allowed density Town-wide; and

WHEREAS, the Colony property was rezoned to the T-6 Zoning District, with a maximum allowed density of 6 units per acre, which rendered the existing Colony site nonconforming for density; and

WHEREAS, the Colony closed on August 15, 2010; and

WHEREAS, Section 158.138(B)(8)(a) of the Town's Zoning Code provides that a nonconforming use or structure not used for a period of one year shall be considered abandoned and, therefore, all nonconforming uses or structures within the Colony could have been deemed abandoned after August 15, 2011; and

WHEREAS, as a result of multiple legal restraints, in 2011 the Association began submitting requests to the Town to preserve the nonconforming density on the site and prevent the loss of the non-conforming density through abandonment under the Town's Zoning Code; and

WHEREAS, between 2011 through 2016, the Association, submitted five requests to petition the Town for extensions of the nonconforming density as permitted pursuant to Section 158.138(B)(8)(b) of the Town's Zoning Code and neither the owners of the Out Parcels nor the condominium unit owners objected to the extensions; and

WHEREAS, the Town Commission passed five Resolutions between 2011 and 2016 granting the Association's request for extensions and preserved 237 tourism units and uses on the site and imposed various property maintenance conditions in an effort to secure the site; and

WHEREAS, the Town Commission passed Resolution 2011-17, 2012-07, 2013-39, 2014-14 and 2016-12, and 2016-18 which granted the Association's requests with conditions; and

WHEREAS, Unicorp National Developments, Inc. ("Unicorp") acquired a majority ownership interest and apparent control of the Out Parcels in July 2016 and received authorization from the Association's Board of Directors to act as the Association's representative in all matters concerning redevelopment of the property and the Association's interests in the Colony; and

WHEREAS, on July 10, 2016, the Town received a letter from the Association's Board of Directors authorizing Unicorp National Developments, Inc. and Unicorp Acquisitions, LLC to act as the Association's representative with respect to the redevelopment of the Colony; and

WHEREAS, after a public hearing on September 12, 2016 the Town Commission passed Resolution 2016-18 which granted the Association's request for an extension of time to redevelop or use the nonconforming uses until June 30, 2018; and

WHEREAS, the extension of time to redevelop or use the nonconforming uses provided for in Resolution 2016-18 was extended pursuant to Florida Statutes 252.363(1)(a) by Governor Scott's Executive Orders 2016-18, 17-120 and 17-235 until June 28, 2020 as a result of declared state of emergency declarations and operation of law; and

WHEREAS, the Association through its legal counsel (Jeff Warren, Esq.) has repeatedly attested to and reaffirmed the Association's consent and authorization to have Unicorp act as the Association's agent in the redevelopment of the Colony site and provided the Town with Board meeting minutes documenting said authorization provided by the Association's Board of Directors; and

WHEREAS, Unicorp has given Brenda Patten, Esq. authorization to act on their behalf as agent for all applications required for development of the Colony; and

WHEREAS, Unicorp seeks to redevelop the Colony site as a mixed use project in the T-6 zoning district, rather than utilize the existing structures, uses and grandfathered tourism density provided for in Resolution 2016-18; and

WHEREAS, since the closure of the Colony site in 2011, the buildings and structures have been neglected and are in a continual state of deterioration; and

WHEREAS, on or about October 2017, the Town's Building Official commenced action under Section 150.21 of the Code and notified Unicorp, the Association and the majority of the unit owners having an interest in the buildings and structures on the Colony site that the buildings and structures have reached such a state of disrepair and neglect that the structures on the site are unfit or unsafe and that the buildings need to be repaired or demolished; and

WHEREAS, on or about February 2018, the Town's Building Official commenced action under Section 150.21 of the Code advising all other unit owners that were not previously notified in October 2017, and that have an interest in any remaining buildings and structures on the Colony site, that the buildings and structures have reached such a state of disrepair and neglect that the structures on the site are unfit or unsafe and that the buildings need to be repaired or demolished; and

WHEREAS, the Town is concerned about the continued deterioration of the buildings, the structural integrity of said buildings, and the ability of the buildings to withstand another hurricane season and, consequently, the Town is pursuing the remedies available under Town Code including, but not limited to, a condemnation order and demolition order to protect the public and adjacent properties owners from hazards that could emanate from the site; and

WHEREAS, on or about July 24, 2017, Unicorp filed an initial ODP/PUD/Final Site Plan application along with a text amendment with the Town that seeks to redevelop the site with a combination of hotel and multi-family residential units on the site; and

WHEREAS, since initially filing its ODP/PUD/Final Site Plan application, Unicorp has withdrawn its text amendment and further modified and reduced the requested density it is seeking in its redevelopment proposal; and

WHEREAS, Unicorp has filed an ODP/PUD application, which reduces the overall density on the site to 4.5 units/acre pursuant to Section 158.070 of the Code; and

WHEREAS, Unicorp has amended its Final Site Plan application to build 78 residential units, 1 tourism unit and request the allocation of 165 additional tourism units from the tourism pool to build a 166 room resort on the site, with 3 restaurants, 2 bars, a spa, an event lawn, a total of 15,304 square feet of meeting space (inclusive of a ballroom and meeting/board rooms), a lobby area, administrative areas, service areas, swimming pools, and off-street parking, to be located at 1620 Gulf of Mexico Drive; and

WHEREAS, on March 18, 2008, pursuant to Ordinance 2007-47 and in accordance with Article II, Section 22 of the Town Charter, the Town's electors approved the creation of a 250 tourism unit pool that permits the Town Commission to allocate those pooled units town-wide; and

WHEREAS, Section 158.180, of the Town Zoning Code and Policy 1.1.11 of the Town's Comprehensive Plan Future Land Use Element, governs the eligibility for and Town Commission's allocation of the 250 tourism units as authorized by the March 2008 referendum; and

WHEREAS, Unicorp has requested through its PUD/ODP/Site Plan application the allocation of the remaining 165 tourism units available in the tourism pool; and

WHEREAS, Unicorp has submitted a PUD/ODP application and pursuant to the PUD process initially requested nine departures in its application which modify the zoning standards otherwise provided for in the Town's Zoning Code and has subsequently withdrawn their request for two departures; and

WHEREAS, Unicorp's remaining requested departures relate to: (a) maximum building length, pursuant to Section 158.102 (L)(3); (b) Gulf waterfront setback pursuant to Section 158.150 (D)(1)(b); (c) accessory commercial uses pursuant to Section 158.127 (C)(2); (d) Floor Area Ratio (FAR) pursuant to Section 158.102 (C)(1)(c); (e) Living Space Ratio pursuant to Section 158.102 (C)(2); (f) and Open Space Ratios pursuant to 158.102 (C)(2) ; and

WHEREAS, the Planning and Zoning Official has accepted Unicorp's application in a timely fashion, and referred the same to the Planning and Zoning Board along with supporting documentation and staff recommendations; and

WHEREAS, Unicorp's proposed site plan is consistent with the Town's Comprehensive Plan and the T-6 zoning district in which it is located; and

WHEREAS, the Planning and Zoning Board held a properly noticed quasi-judicial public hearing on February 20, 2018 and heard evidence and testimony associated with Unicorp's application; and

WHEREAS, the Planning and Zoning Board reviewed the application and after considering all of the competent substantial evidence in the record, including the testimony and documents submitted into the record at the hearing, recommended to the Town Commission that the proposed application be approved with certain agreed upon proffered conditions and with a reduction in the total size of the proposed commercial space and

more specifically a 2,350 square foot reduction in the size of the proposed ballroom on the site; and

WHEREAS, as a result of the Planning and Zoning Board recommendation, the Applicant has agreed to amend the site plan associated with its application and reduced its previously proposed 10,000 square foot ballroom to 7,650 square feet; and

WHEREAS, on March 5, 2018 and March 6, 2018, the Town Commission conducted a duly noticed first public hearing on Ordinance 2018-07; and

WHEREAS, on March 16, 2018, the Town Commission conducted a duly noticed second public hearing on Ordinance 2018-07 and the Town Commission approved the Ordinance.

WHEREAS, after considering all of the competent substantial evidence in the record, including the testimony and documents submitted into the record at the hearing, including the Staff Report submitted on February 6, 2018 and its supplements, and the recommendation of the Planning and Zoning Board, the Town Commission makes these conclusions of law and findings of fact:

A. Pursuant to Section 158.067 (C)(1), with the recommended conditions of approval, Unicorp's Outline Development Plan is consistent with consistent with the intent of a planned unit development as provided in Section 158.065.

B. Pursuant to Section 158.067 (C)(2), with the recommended conditions of approval, Unicorp's Outline Development Plan is consistent with the Town's Comprehensive Plan.

C. Pursuant to Section 158.067 (C)(3), with the recommended conditions of approval, Unicorp's Outline Development Plan meets the zoning regulations applicable to the subject property with minimal departures.

D. Pursuant to Section 158.067 (C)(4), with the recommended conditions of approval, the purpose, location and amount of common open space in Unicorp's Outline Development Plan is adequate for maintenance and conservation of the common open space, and the adequate of the amount and purpose of the common open space as related to the proposed density and type of development.

E. Pursuant to Section 158.067 (C)(5), with the recommended conditions of approval, Unicorp's Outline Development Plan provides adequate control over vehicular traffic and parking, and enhances the amenities of light and air, recreation and visual enjoyment.

F. Pursuant to Section 158.067 (C)(6), with the recommended conditions of approval, Unicorp's Outline Development Plan does not adversely impact the immediate neighborhood, as the resort existed harmoniously in the neighborhood for years prior to its closure in 2010.

G. Pursuant to Section 158.067 (C)(8), with the recommended conditions of approval, Unicorp's Outline Development Plan provides for an effective and unified development on the project site making appropriate provision for the preservation of scenic features and amenities of the site and the surrounding areas.

H. With the recommended conditions of approval, the departure of 32 degrees for building length on north side of property (Section 158.102 (L)(3)) is consistent with the intent of the Code and in the best interest of the Town.

I. With the recommended conditions of approval, the departure of 10 degrees for building length on north side of property (Section 158.102 (L)(3)) is consistent with the intent of the Code and in the best interest of the Town.

J. With the recommended conditions of approval, the departure of 71.2' for Gulf waterfront setback (Section 158.150 (D)(1)(b)) is consistent with the intent of the Code and in the best interest of the Town.

K. With the recommended conditions of approval, the departure of 18.33%, subject to a 7,650 square foot ballroom, for accessory commercial uses (Section 158.102 (C)(1)(c)) is consistent with the intent of the Code and is in the best interest of the Town.

L. With the recommended conditions of approval, the departure of .34 (262,905 sf) for Floor Area Ratio (FAR) (Section 158.102 (C)(1)(c)) is consistent with the intent of the Code and in the best interest of the Town.

M. With the recommended conditions of approval, the departure of .49 (247,107 sf) for Living Space Ratio (Section 158.102 (C)(2) is consistent with the intent of the Code and in the best interest of the Town.

N. With the recommended conditions of approval, the departure of 1.19 (605,299.6 sf) for Open Space Ratio (Section 158.102 (C)(2)) is consistent with the intent of the Code and in the best interest of the Town.

O. With the recommended conditions of approval, the Outline Development Plan amendment sufficiently addresses the terms and conditions intended to protect the interests of the public in the integrity of the plan.

P. With the recommended conditions of approval, the Outline Development Plan meets all applicable standards for the T-6 zoning district and standards in Section 158.180 for the distribution of the requested 165 tourism units.

Q. With the recommended conditions of approval, the additional 165 tourism units assigned to the site is in the best interest of the Town and its citizens and does not adversely impact or affect the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF LONGBOAT KEY, FLORIDA, THAT:

SECTION 1. The Whereas clauses above are ratified and confirmed as true and correct, and are hereby incorporated fully by reference.

SECTION 2. The PUD/ODP application for the St. Regis Hotel and Residences Planned Unit Development and Outline Development Plan as described herein, is hereby approved subject to the conditions contained in Exhibit "A" attached hereto as St. Regis Hotel and Residences, located at 1620 Gulf of Mexico Drive, Longboat Key, Florida 34228. Exhibit "A" is incorporated fully herein.

SECTION 3. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of the Ordinance shall be invalid.

SECTION 4. Except as specifically noted in Resolution 2018-01, all ordinances and resolutions and parts of ordinances and resolutions in conflict herewith shall be and the same are hereby repealed.

SECTION 5. This Ordinance shall take effect upon adoption by the Town Commission and approval within 30 days by the Applicant. If the Town Commission has not received notification of approval and acceptance of this Ordinance within 30 days after the Applicant's receipt, this Ordinance shall be deemed to have been denied. Notwithstanding the foregoing, the PUD/ODP approval provided for herein is contingent upon the Applicant obtaining approval of the Final Site Plan from the Town Commission through Resolution 2018-01.

Passed on the first reading and public hearing the 6th day of March 2018.

Adopted on the second reading and public hearing this 16th day of MARCH 2018.

Terry A. Gans, Mayor

ATTEST:

Trish Shinkle, Town Clerk

Attachment: Exhibit "A", Conditions Requisite for Approval

EXHIBIT "A"

ORDINANCE # 2018-07

CONDITIONS REQUISITE FOR APPROVAL
PLANNED UNIT DEVELOPMENT/OUTLINE DEVELOPMENT PLAN

ST. REGIS HOTEL AND RESIDENCES
1620 GULF OF MEXICO DRIVE

1) The provisions of the Planned Unit Development/Outline Development Plan application for the subject property, received December 4, 2017 (as modified by supplemental submissions on January 26, 2018, January 31, 2018, February 5, 2018, February 26, 2018 and March 9, 2018) shall be complied with unless waived or modified by the following conditions, or by written agreement between the Town and the Applicant, or amended pursuant to Town Code. Any and all improvements shall comply with T-6 High-Density Tourist Resort Commercial District of the Town Code.

2) The PUD/ODP approval contained herein is contingent upon the Applicant obtaining approval of the Final Site Plan from the Town Commission through Resolution 2018-01.

3) The additional 165 tourism units granted from the tourism pool and flexible regulatory standards, as allowed by Section 158.180, shall restrict the future use of the entire 166 tourism units to a tourism use only. Tourism units on Longboat Key shall provide transient lodging accommodations of less than 30 consecutive calendar days or one (1) entire calendar month, whichever is less, and are not to be used as dwelling units for permanent occupancy.

4) In accordance with Section 158.067(H) of the Town Code, final site development plan approval for a planned unit development runs with the land for a period not to exceed four calendar years from the date of the ordinance adopting the final site development plan.

5) Upon the issuance of a final Condemnation Order and Notice of Intent to Demolish buildings on the Property, the Applicant shall apply for permits to demolish all buildings subject to such order, and shall demolish them within 60 days of the issuance of such a permit, for the protection of the neighboring adjacent property owners. If the Condemnation Order and Notice of Intent to Demolish is appealed by any unit owner, the deadline for obtaining a demolition permit and completing demolition shall be extended until a date 30 days after the date that any appeal is finally denied. This deadline may be extended by the Town Manager for good cause shown for a period not to exceed 120 days. Any request for an extension must be submitted in writing to the Town Manager at least 20 days prior to the expiration. Any additional extensions, beyond that provided by the Town Manager, shall be considered by the Town Commission in a public meeting. Notwithstanding the foregoing, nothing herein shall prevent the Town from utilizing

the processes provided for in Section 150.21 of the Town Code; including the Town's demolition of the structures and the imposition of liens against the property for the costs of abatement and/or demolition as provided for in Section 150.21(M) of the Town Code. Additionally, nothing herein shall preclude the Town from pursuing all other available means of enforcement of state and local codes including, but not limited to, enforcement proceedings before the Town's Code Enforcement Board or litigation. In accordance with Sections 3303.01-3303.7 of the Florida Building Code, 6th Edition, the Applicant shall ensure the following is done to protect adjacent properties before, during and after demolition:

a) Prior to demolition, contractor shall assume all responsibility for the elimination of all non-protected wildlife, pests & rodents. All individual pests, rodents and non-protected wildlife, which are primarily outdoor inhabitants, that become incidental invaders inside buildings, must be eliminated.
b) Prior to demolition, contractor is responsible for acquiring any applicable permits & coordinating with all appropriate agencies. Bid shall include all permit costs.
c) Lead, mold & asbestos surveys required for all buildings prior to demolition.
d) All material must be removed and disposed of in a legal manner. At no time can materials be stacked or stored on property.
e) Staging is only permitted within the site. Access will be limited to only one point.
f) Contractor may have limited use of a wrecking ball.
g) Contractor responsible for protection of underground utilities.
h) The vacant lot shall be filled and maintained to the existing grade.
i) The lot shall be sodded or seeded with grass, or otherwise covered with vegetative landscaping within five calendar days of the completion of demolition.
j) Adjoining public and private property shall be protected from damage during demolition work. Protection shall be made to control water runoff and erosion during demolition activities. The Applicant shall provide written notice to the owners of adjoining buildings advising them of demolition activities and that the adjoining buildings should be protected. Said notification shall be delivered no less than 10 days prior to the scheduled started date of the demolition

6) Prior to the issuance of any building permits for construction of the project, the Applicant shall submit written documentation to the Town demonstrating:
   a) The condominium has been terminated and the rights of the unit owners to the ownership of individual condominium units have been extinguished; and
   b) The Applicant has unified ownership and control over the entire 17.6 acre property, and in accordance with applicable law, including Chapter 718, Florida Statutes, has the right to obtain building permits. For purposes of this condition, "ownership and control" shall mean that Unicorp, or one or more entities in which Chuck Whittal is manager or president, shall hold title and be the owner of 100% of the real property interests in the entire 17.6 acre property.
   c) Nothing herein shall preclude the Applicant from applying for or obtaining demolition permit(s) to address unsafe, unfit or condemned structures

located on the property and removing said structures pursuant to such an Order by the Town's Building Official and/or Fire Marshall.

7) All rights under Resolution 2016-18 shall terminate and Resolution 2016-18 shall be repealed at the expiration of all applicable appeal period(s) following the effective date of Resolution 2018-01. In the event of an appeal, Resolution 2016-18 and all obligations and provisions set forth therein shall be extended until the completion of all appeals.

8) All proposed tourism units must be completed and receive certificates of occupancy prior to the issuance of any certificates of occupancy for any of the 78 residential units.

9) The 78 residential units shall be used as dwelling units for permanent occupancy. At all times, the number of parking spaces required for residential use shall be maintained for all 78 residential units. Use of the 78 residential units must comply with Town codes.

10) The hotel shall be designed, constructed, and operated to be eligible for designation as a "Five Star" hotel of similar quality to theEau Palm Beach Resort & Spa or The St. Regis Bal Harbour Resort. .

11) The hotel restaurants and hotel bars, the tiki bar and the pool grill will be available for public use. The meeting rooms, boardrooms and ballroom may be booked by the public for private events. The public will be able to obtain services at the spa, which shall include a day pass to use the hotel pool and beach facilities on the day of the spa appointment. Membership or contractual rights for the non-exclusive use of the hotel recreation facilities may be established and granted by the hotel management. The "public" shall include people who are not hotel guests or unit owners, tenants or their guests.

12) Without a reduction to the amount of ballroom/meeting space or adoption of other conditions of approval otherwise limiting maximum seating capacities identified below, to ensure that the parking provided meets the requirements of the Town's Land Development Regulations, occupancy in the restaurants, lounges and meeting rooms shall be limited to the following:

Area	Maximum Seating
Restaurant/Bar Spaces	
Specialty Restaurant	75
3 Meal Restaurant	200
Grill/Beach Restaurant	60
Lobby Lounge	60
Tiki Bar	15
Sub Total – Bar/Rest	410
Meeting/Conference Spaces	
Ballroom	425

Meeting Rooms (6)	180
Board Rooms (2)	46
Subtotal – Meeting	651*
Total Occupancy	1061

*Contingent upon Condition 53.

13) As part of an application for building permit approval, the Applicant will submit a construction management plan addressing issues including, but not limited to the following, ensuring the mitigation of construction traffic, noise, hours of construction, and other issues that might potentially impact existing Town residents:
   a) Points of ingress to and egress from the site for construction and delivery vehicles;
   b) Areas on the site designated for the parking of construction vehicles and the storage of construction materials;
   c) Hours of construction;
   d) Mitigation plans for buffering and screening the construction site to reduce impacts on surrounding properties; and
   e) A procedure for regularly informing residents of The Aquarius and Ten Con of construction activities, telephone numbers to call for information and a process for resolving complaints that may arise.

14) After the development is completed, a master association will be established for the maintenance and collection of assessments to maintain all common areas and landscaping, as well as the stormwater management system and related facilities in both the residential and tourism areas of the project. The hotel facilities, including open space, landscaping, and recreational areas and facilities, will be maintained pursuant to a franchise and maintenance agreement with the hotel operator. Common areas and facilities within and associated with the three residential towers will be maintained by a condominium association to be created by the filing of a condominium declaration in accordance with Florida law.

15) The development shall not be constructed in phases. Building permits for the hotel tower and the three residential towers shall be issued concurrently. Construction on the site shall commence within 6 months after issuance of the building permit for vertical construction and shall be completed within 36 months after the start of construction. Extensions may be granted in accordance with the Town's codes. No certificate of occupancy for the hotel tower, including meeting rooms and ballroom, shall be issued until the residential units in the three residential towers are certified as substantially complete. No certificate of occupancy for any residential unit shall be issued until the hotel improvements are certified as substantially complete. This condition is intended to assure that the hotel and residential towers will be constructed and completed at the same time, but also to recognize that the interior improvements to individual residential units may not be finished at the same time as other units in the same towers, or the hotel, due to the specifications and customizations of the purchasers of the residential units.

16) The site plan designates a room, identified as F.C.C. ("Fire Control Center") on the ground floor of the hotel that may be used by the Town of Longboat Key Fire and/or Police departments as a control room and/or emergency command center for fire and emergency service prevention on the property and incident management on the property on a year round basis. Prior to filing construction plans for the development, the developer will consult with the Town to provide the communication facilities necessary to enable use of the room for these purposes and show those facilities on the construction plans. The inclusion of this room in the site plan is for the life safety of the residents, guests, visitors and employees at the property.

17) The site plan shows a fire/emergency access road along the north, west and south sides of the site, connecting to Gulf of Mexico Drive. This access road may be used by the Town of Longboat Key for official business, including but not limited to: providing fire, police, and emergency rescue services to the site, the abutting beach, and the Gulf of Mexico: providing beach renourishment activities to the beach fronting and adjacent to the property; providing inspections and/or turtle patrol activities by inspectors approved by the Town or FWC; providing access to the Town of Longboat Key's Public Works Department to address fish kills and/or red tide events, perform beach grooming and maintenance. A 16' wide travel way shall be maintained clear of obstruction by the hotel. The owner will execute an easement to the Town or its agents granting access across the 16' emergency driveway for the above stated purposes. The fire/emergency access road may also be used by the hotel operator for hotel vehicles and overflow parking at special events so long as a 16' travel way for emergency access remains free of obstruction. The Town shall repair any damage to the access easement or the Property resulting from the use of the access easement by the Town or FWC.

18) Per Section 58.02 (A) of the Town Code, all utilities shall be located underground.

19) A six-foot tall construction fence shall be provided and maintained to secure the construction site with an opaque covering, acceptable to the Town Planning, Zoning, and Building Department. The construction fence shall be removed from the site at the completion of construction.

20) The development/construction plans shall conform to the Florida Building Code and all other applicable codes and ordinances pertaining to, but not limited to, Town Chapter 154 Flood Control, Federal ADA, and Florida Accessibility Codes.

21) Parking of construction-related vehicles shall be prohibited along Gulf of Mexico Drive.

22) The development shall meet all of the applicable codes and requirements of the Fire Department regarding emergency vehicle access, and shall conform to all applicable codes and ordinances pertaining to, but not limited to, the fire code and life/safety codes. Plans shall be submitted to the Fire Marshal at the time a building permit application is submitted.

23) Building plans shall include fire suppression systems, appropriate exit signage, portable fire extinguishers, fire alarm systems, and emergency lighting as approved by the Town Fire Marshal, prior to the issuance of any building permits.

24) Native and drought resistant plant species shall be used in the buffer and other common areas to reduce water requirements. No more than 25 percent of the site may be planted in sod or plant species that are not drought resistant. A detailed landscape plan shall be submitted to the Town and approved by the Planning, Zoning, and Building Department prior to the issuance of a building permit.

25) All nuisance exotic species of trees on the entire site shall be removed including Australian Pine (Casuarina spp.), Carrotwood (Cupianopsis anacardioides), and Brazilian Pepper (Schinus terebinthifolius). All efforts shall be made to avoid the removal of native vegetation; however, whenever such native vegetation having a diameter breast height (dbh) of four (4) inches or greater must be removed, the applicant shall provide on-site replacement trees at a ratio of two (2) replacement trees for each one (1) tree removed. Replacement trees shall have a minimum of a four-inch dbh and a 12-foot height, when planted at grade.

26) Existing mature trees shall be preserved to the greatest extent possible in accordance with the submitted tree plan (Sheet L41.01), received by the Town on December 4, 2017.

27) The approved landscaping, as presented to the Town on the plans, received by the Town on December 4, 2017, shall be maintained and replaced if necessary at an equivalent maturity level. The cost of maintenance and replacement shall be the responsibility of the property owner.

28) All signage for the property shall meet the requirements of and be permitted in accordance with Chapter 156 *Sign Code* of the Town of Longboat Key, Florida Code of Ordinances.

29) Prior to the issuance of any building permit, all applications for permits submitted to any outside permitting agency (i.e. SWFWMD, FDEP, FDOT, etc.), and all applicable permits received and approved from such agencies, shall be submitted to the Planning, Zoning, and Building Department.

30) Subsequent to receiving site plan approval from the Town Commission, three (3) sets of the approved site plan materials, with the necessary changes to meet all applicable conditions of the adopted resolution of approval, shall be submitted to the Planning, Zoning, and Building Department for final compliance review. The site plan materials shall include all plan sheets included in the application packet and photocopies of all applicable outside agency permits. A building permit application must include the approved site plan with staff's compliance review stamp of approval.

31) Approval of the proposed site plan shall be subject to payment of all staff review and consultant charges during the redevelopment process by the developer.

32) The Applicant shall install all required landscape buffer vegetation along Gulf of Mexico Drive at the earliest point in the project, consistent with the landscape's long-term survival.

33) The Applicant shall pay an impact fee at the issuance of a building permit for the additional seven (7) units granted pursuant to Chapter 158 Section 158.017, *Parks and open space land acquisition*, to be used for parks and open space according to the standards and formula set forth in the section.

34) All engineering construction plans pertaining to infrastructure, including but not limited to, water, wastewater, access, offsite roadway improvements, grading and drainage shall be approved by the Town Public Works prior to the issuance of a building permit.

35) All past due/delinquent balances and penalties due to the Town as part of the existing Colony water and sewer system must be fully satisfied prior to the St. Regis development connecting to the Town's water and sewer system.

36) All Stormwater Management system design assumptions shall be verified through Geo-Technical investigation and other appropriate testing methods prior to construction authorization/building permit.

37) The landscape plan shall be further coordinated and refined along the north and south property boundary lines near and above where stormwater chambers are to be installed.

38) Additional landscaping shall be installed along the northern property line to screen the event lawn from visual and auditory impacts. A landscaping plan must be submitted and approved by the Town prior to issuance of a building permit.

39) All exterior lighting shall comply with Section 158.102(B)(5), arranging the lighting to shield or deflect the light from adjoining properties and streets. All exterior lighting shall be in compliance with Chapter 100 *Sea Turtles*, of the Town Code both during construction and at completion of construction.

40) Prior to the issuance of a building permit, a Notice of Intent (NOI) for a Construction Generic Permit shall be required to be submitted to the Florida Department of Environmental Protection (FDEP), in accordance with the Town's Municipal Separate Stormwater System permit under the National Pollutant Discharge Elimination System (NPDES) program. The Applicant shall submit evidence of application for the NPDES NOI, including a Stormwater Pollution Prevention Plan (SWPPP) and use of best management practices during construction for erosion and sedimentation controls for the entire project site.

41) During construction, coordination with the Public Works Department shall be maintained during water, wastewater, and stormwater connections and phasing. A pre-construction meeting with Public Works is advised.

42) The developer of St. Regis shall post a satisfactory performance bond approved by the Town's Attorney and accompanied by the engineer-of-record's opinion of probable construction cost for site work. The bond amount shall be 125% of the engineer's estimate and kept current through the duration of construction. Upon receipt of signed and sealed "as-built" plans, the principal amount of the Bond may be reduced by 75 percent of its original amount for a one-year maintenance period after issuance of the Certificate of Occupancy, at the end of which the bond shall be shall be released (Town Code Sections 158.067(G)1 and 157.31(B)).

43) Prior to issuance of any certificate of occupancy or temporary certificate of occupancy, all infrastructure, including but not limited to, utilities, access, Gulf of Mexico Drive roadway improvements, landscaping, storm water systems and grading shall be completed.

a) Per Town of Longboat Key Code of Ordinances Section 55.05, a Landscape Certificate of Compliance and irrigation as-built must be completed to the satisfaction of the Public Works Department prior to issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy.

b) Prior to Certificate of Occupancy or Temporary Certificate of Occupancy for any phase, a set of Record Drawings signed and sealed by the Engineer of Record shall be completed to the satisfaction of the Public Works Department for that phase. Drawings shall show all improvements including but not limited to grading, drainage, utilities, landscape, roadway improvements, etc. Such record drawings shall also include a signed and sealed statement by the engineer that the improvements are in substantial conformance with the approved plans or otherwise differences noted.

44) The stormwater management system shall be maintained in perpetuity. The Applicant/designated responsible entity assumes full responsibility for operation and maintenance of the stormwater management system subject to this approval.

45) The Applicant must coordinate with Sarasota County Area Transit (SCAT) and Town staff for the placement/relocation of existing and/or future bus stops and shelters.

46) The Applicant's engineer shall confirm that the multi-use trail along the west side of Gulf of Mexico Drive for the full frontage of the development meets current minimum FDOT standards, and if not, shall design and permit to expand and achieve same.

47) The Applicant shall comply with Town Code Sections 158.018 and 158.102(I) regarding water and wastewater capacity reservation. Coordination with Public Works regarding Facility Investment Fees is required prior to temporary or permanent Certification of Occupancy.

48) Prior to issuance of a building permit, the Applicant shall submit a Dune Enhancement and Protection Plan. The Dune Enhancement and Protection Plan

will include the following information: installation and/or maintenance of salt-tolerant plants, such as sea oats, dune grasses, and other diverse species; minimize breaks in the vegetated dune zone at beach access corridors; identify access corridors where dune walkovers shall be installed (where appropriate); and seek to connect to the adjacent vegetated dune zones to maintain alongshore vegetative connectivity of the dunes. Where appropriate, the Applicant will import beach compatible sand to restore the elevation of the landward portion of the beach to re-establish the dunes prior to vegetative enhancement. The Plan will also acknowledge and discuss the requirement to acquire permits from the appropriate agencies for the implementation of the Plan (e.g. FDEP Coastal Construction Control Line permit).

49) The Applicant shall indemnify and provide a defense on behalf of the Town if any third party appeals this approval.

50) The Applicant agrees to limit the total number of beds within the entire project to 650 beds.

51) For public safety purposes, the Applicant shall install an Emergency Radio System (RAS) that will allow for public safety departments to communicate during an emergency incident in and around each building. The communications system shall be approved by the Fire Chief prior to issuance of the initial building permit for the project.

52) In order to manage the traffic generated by the proposed development, including the special events, the Applicant shall construct a 185-feet southbound right-turn lane including the 50 feet taper and extend the existing northbound left-turn lane to 360 feet including 50 feet taper or as far as geometric constrains allow.

53) The total number of attendees at one time for special events held in the ballroom, meeting rooms and board rooms, event lawn and beach combined shall be no more than 425 people, regardless of whether they are hotel guests, on-site residents or attendees not staying at the hotel or residing on site. The number of attendees shall be verified by bookings for an event, ticket sales, table and chair setup and other operational data for events. Such information shall be provided to the Town upon request. The hotel operator shall provide an Event Management Plan to the Town Manager at least 30 days prior to an event at which 385 attendees are expected at the same time in the ballroom, meeting rooms and board rooms. The Town Manager may, but shall not be required to, comment on the Event Management Plan. For the purpose of this provision, a 'special event' means 1) an activity in the meeting center (ballroom, meeting rooms, board rooms, pre-function space and ballroom terrace), event lawn and beach for which a sponsoring entity enters a contract with the hotel to establish the time, date, number of attendees, and cost (on a flat fee or per person basis) for the event, and where the sponsor is responsible for payment to the hotel for the participation of the attendees, and the attendees do not pay the hotel for attendance at the event, other than for hotel room charges, bar charges, or valet parking; and/or 2) an activity conducted on the hotel's beach that is advertised to the public. A

special event does not include an activity organized by the hotel for guests of the hotel and conducted on hotel facilities other than the meeting center, so long as the event is not advertised to the public. If the Town receives complaints about problems associated with any event as described above, such as Gulf of Mexico Drive traffic management, parking, queuing, valet operation, number of attendees, or similar concerns, then upon request of the Town the hotel operator shall provide data to the Town Manager on the management of the event and shall cooperate with the Town Manager to avoid similar problems at future events. The Town and the hotel operator will agree on mitigation measures which shall be implemented at all future events. Management of such events shall at all times be the responsibility of the hotel operator, not the Town. A violation of the maximum number of persons allowed at an event shall be a violation subject to Code Enforcement. Nothing in this condition shall preclude a person from filing a complaint with the Town's Code Enforcement official and pursuing a violation of the maximum number of attendees as a Code Enforcement matter. The fine for the first offense of exceeding 425 attendees at such event shall be deemed irreparable or irreversible in nature and a fine not to exceed $5,000 per violation may be imposed.

54) The Departure for accessory commercial space is reduced by 2,350 square feet, from 27,061 square feet to 24,711 square feet. The Applicant shall reduce the size of the ballroom to no more than 7,650 square feet and shall either increase the back of house space or reduce the building footprint by 2,350 square feet in the final building permit and construction plans. Any change to the site plan for the hotel building to accommodate a reduction in the size of the ballroom shall be allowed as a minor change pursuant to Zoning Code Section 158.100.

55) The final building plans will include cellular repeaters in the hotel and residential towers to improve cellular phone coverage

56) In recognition of the Town's need for additional recreational facilities to serve permanent and temporary residents, and Florida law, which would exempt the existing 237 tourism or dwelling units from payment of recreation impact fees, the Applicant will donate $200,000.00 to the Town to be designated for improvements to public recreation facilities.

57) The site plan shall be revised to comply with the building setbacks on the north and south side of the site as required by §158.102(L)(2). Changes to the site plan to conform the setbacks to the requirements of §158.102(L)(2) shall be allowed as a minor change pursuant to Zoning Code §158.100.

58) The Applicant shall cooperate with the Town and the U. S. Postal Service to change the address of the site from 1620 Gulf of Mexico Drive to an odd numbered address consistent with addresses of other properties on the west side of Gulf of Mexico Drive.

59) The Applicant shall maintain a surety or cash bond with the Town in an amount sufficient to guarantee the performance of stipulation 6. The initial amount of the

surety or cash bond shall be a minimum of $1,100,000.00. This amount shall be adjusted by the Applicant annually based upon an engineer's estimate of the cost to guarantee performance of stipulation 6. Upon demonstration by the Applicant that requirements contained in stipulation 6 have been completed, The Town Commission may release the obligation for this surety or bond.

Town of Longboat Key - Office of the Town Clerk
I, do hereby certify that the above foregoing is a true and correct copy of the original on file in the Office of the Town Clerk.
Witness my hand this 20th **day of** March **,20**18.
By: _____
Title: Town Clerk

Additional Items

Frequently Asked Questions and Answers Sheet

DBPR Form CO 6000-4
61B-17.001, F.A.C.
Effective: 12/23/02

FREQUENTLY ASKED QUESTIONS AND ANSWERS

THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY ASSOCIATION, INC. As of: September 25, 2020

Q: **What are my voting rights in the condominium association?**
A: The Owner(s) of each Unit shall be entitled to one (1) vote on each issue which comes before the Condominium Association requiring Unit Owner approval. Refer to Section 6.3 of the Articles. If a Unit is owned by more than one person or by an entity (i.e., a corporation, partnership or trust), the Unit Owner shall file with the Association a voting certificate designating the person entitled to vote for the Unit. The designation made by voting certificate may be changed at any time by the owner(s) of the Unit. Unit Owners should be aware that most day to day decisions of the Association are made by the Board of Directors (and do not require a vote of Unit Owners). The Developer has the right to retain control of the Condominium Association after a majority of the Units have been sold. The Directors of the Condominium Association designated by the Developer will be replaced by Directors elected by Unit Owners other than the Developer in accordance with the applicable provisions of the Florida Condominium Act, Section 718.301, Florida Statutes, and Section 4.15 of the By-Laws.

Q: **What restrictions exist in the condominium documents on my right to use my unit?**
A: The condominium documents establish certain restrictions on the permitted use of Units. The Units may be used only for residential purposes and/or home office, subject to these restrictions. In addition, various restrictions exist regarding the Units including, but not limited to, restrictions regarding changes and alterations to the units, exterior improvements, pets, mitigation or dampness and humidity and installation of floor coverings. Please refer to the section of the Prospectus entitled "Occupancy and Use Restrictions" and Section 17 of the Declaration attached as Exhibit “A" to the Prospectus for additional restrictions and further details.

Q: **What restrictions exist in the condominium documents on the leasing of my unit?**
A: No portion of a Unit (other than an entire Unit) may be leased, no Unit may be leased for a period of less than thirty (30) days, and no Unit may be leased through any agent or rental representative other than a Qualified Rental Agent. Further, an Owner shall have no right to lease his or her Unit if, at the commencement of the lease, the Owner is delinquent in the payment of Assessments to the Association or Shared Facilities Manager or has an outstanding Charge or fine. Please refer to Section 17.8 of the Declaration for additional restrictions and further details.

Q: **How much are my assessments to the condominium association for my unit type and when are they due?**
A: Each Unit is assessed an equal portion of the overall estimated operating expenses of the Condominium Association and of the Common Expenses. Condominium Assessments per Unit (with and without reserves) are set forth on the Estimated Operating Budget and are $1,168.77 per month ($14,025.24 per year). In accordance with Section 13.9 of the Declaration and Section 12.2 of the Bylaws, Assessments are payable monthly and due on the first day of each month.

Q: **Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?**
A: You are not obligated to join any other association other than the Condominium Association.

Q: **Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?**
A: The unit owners are not obligated to pay rent or land use fees for recreational and other commonly used facilities, however, Unit Owners are obligated for payment of a portion of the Residential Shared and General Shared Facilities Costs to the Shared Facilities Element Owner, all as more particularly described in the Master Covenants and Declaration. As set forth on the Estimated Operating Budget, the assessments (without reserves) payable to the Shared Facilities Owner by Unit Owners with respect to the Residential Limited and General Shared Facilities Costs (with reserves) range from $1,403.49 per month ($16,841.89 per year) to $3,862.34 per month ($46,348.02 per year).

Q: **Is the condominium association or any other mandatory membership association involved in any court cases in which it may face liability in excess of $100,000.00? If so, identify each such case?**
A: The Condominium Association is not presently a party to any litigation.

The foregoing is provided in accordance with Section 718.503, Florida Statutes, as a guide to some of the matters that are of interest to purchasers when buying a condominium unit. This is not, however, intended to present a complete summary of all of the provisions of the various condominium documents.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES AGREEMENT AND THE CONDOMINIUM DOCUMENTS FOR COMPLETE DETAILS.

Receipt for Condominium Documents

DBPR Form CO 6000-6
61B-17.011, F.A.C.
Effective: 8/26/04

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium **THE CONDOMINIUM RESIDENCES AT LONGBOAT KEY**

Address of Condominium 1620 Gulf of Mexico Drive, Longboat Key, Florida 34228

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If a document uses a different name, substitute the correct name or place in parenthesis. If an item does not apply, place "N/A" in the column.

DOCUMENT	RECEIVED BY HARD COPY	RECEIVED BY ALTERNATIVE MEDIA
Prospectus Text	☑	N/A
Declaration of Condominium	☑	N/A
Articles of Incorporation	☑	N/A
Bylaws	☑	N/A
Estimated Operating Budget	☑	N/A
Form of Agreement for Sale or Lease	☑	N/A
Rules & Regulations	N/A	N/A
Covenants and Restrictions	☑	N/A
Ground Lease	N/A	N/A
Management and Maintenance Contracts for More Than One Year	☑	N/A
Renewable Management Contracts	N/A	N/A
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominium(s)	N/A	N/A
Lease of Recreational and Other Facilities to be Used by Unit Owners with Other Condominiums	N/A	N/A
Declaration of Servitude	N/A	N/A
Sales Brochures	☑	N/A
Phase Development Description	N/A	N/A
Form of Unit Lease if a Leasehold	N/A	N/A
Description of Management for Single Management of Multiple Condominiums	N/A	N/A
Conversion Inspection Report	N/A	N/A
Conversion Termite Inspection Report	N/A	N/A
Plot Plan	☑	N/A
Floor Plan	☑	N/A
Survey of Land and Graphic Description of Improvements	☑	N/A
Frequently Asked Questions & Answers Sheet	☑	N/A
Financial information	N/A	N/A
State or Local Acceptance/Approval of Dock or Marina Facilities	N/A	N/A
Evidence of Developer's Ownership, Leasehold or Contractual Interest in the Land Upon Which the Condominium is to be Developed	☑	N/A
Executed Escrow Agreement	☑	N/A
Alternative Media Disclosure Statement	☑	N/A
Plans and Specifications (Made Available)	Made avail.	N/A

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER. THE AGREEMENT IS ALSO VOIDABLE BY THE BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OF MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this_____day of_____, 20_____.

_____ _____

Signature of Purchaser or Lessee Signature of Purchaser or Lessee

DBPR Form CO 6000-6
61B-17.011, F.A.C.
Effective: 8/26/04

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(Alternative Media)

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DOCUMENT	RECEIVED BY HARD COPY	RECEIVED BY ALTERNATIVE MEDIA
Prospectus Text	N/A	☑
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Estimated Operating Budget	N/A	☑
Form of Agreement for Sale or Lease	N/A	☑
Rules & Regulations	N/A	N/A
Covenants and Restrictions	N/A	☑
Ground Lease	N/A	N/A
Management and Maintenance Contracts for More Than One Year	N/A	☑
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Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominium(s)	N/A	N/A
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Phase Development Description	N/A	N/A
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Conversion Inspection Report	N/A	N/A
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Plot Plan	N/A	☑
Floor Plan	N/A	☑
Survey of Land and Graphic Description of Improvements	N/A	☑
Frequently Asked Questions & Answers Sheet	N/A	☑
Financial information	N/A	N/A
State or Local Acceptance/Approval of Dock or Marina Facilities	N/A	N/A
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Executed Escrow Agreement	N/A	☑
Alternative Media Disclosure Statement	☑	N/A
Plans and Specifications (Made Available)	Made avail.	N/A

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Executed this_____day of_____, 20_____.

_____ _____

Signature of Purchaser or Lessee Signature of Purchaser or Lessee

The Condominium Residences at Longboat Key

Alternative Media Disclosure Statement

_____ ("Purchaser"), the purchaser of Unit _____ in **The Condominium Residences at Longboat Key** ("Condominium") from **S.R. LBK, LLC, a Florida limited liability company** ("Developer"), has elected to receive the documents required by Section 718.503, Florida Statutes, to be furnished by a developer to a buyer or lessee (including without limitation, as applicable, the Prospectus, the Declaration and any and all Exhibits thereto, all as may be amended and/or modified from time to time, collectively, the Condominium Documents") by either: (i) receiving paper copies of same or (ii) receiving electronic copies of same on either a thumb drive, media card, tablet, or other portable computing device, application, CD, DVD, via e-mail, pdf or other electronic medium ("Alternative Media"), rather than receiving paper copies of same.

Developer has given Purchaser the option of receiving the Condominium Documents on paper, but by signing below, Purchaser has also consented to receive the Condominium Documents by Alternative Media. The Purchaser should not select Alternative Media as a method of delivery unless the Purchaser will have the means to read the Condominium Documents delivered by Alternative Media before the expiration of the 15-day cancellation period described in the purchase agreement.

The system requirements necessary to view the Condominium Documents by Alternative Media are as follows:

Operating System: Microsoft Windows XP or higher, including Vista, 7 or 8 or Apple's Mac OS x10.5 or higher
Memory: 256 MB of Ram
Hard Drive: 60 MB of available hard-disk space
Processor Speed: Intel Core Duo 1.83 GHz or higher
Software: Adobe Reader 5.0 or higher.
USB Port – USB 1.1 or higher
Display Resolution – 1024 x 768 pixels or higher

By signing below, Purchaser (and its successors and assigns) hereby elects to receive, from time to time, the Condominium Documents by Alternative Media. This document will remain valid and effective unless and until revoked by the Purchaser (and its successors and assigns) and will apply with respect to any other unit that Purchaser (and its successors and assigns) may elect to acquire in the Condominium.

This Instrument may be executed in one or more counterparts, a complete set of which shall be deemed an original and said counterparts shall constitute but one and the same instrument. Signatures of the parties hereto on copies of this instrument transmitted by facsimile machine or over the internet shall be deemed originals for all purposes hereunder, and shall be binding upon the parties hereto. The counterparts hereof and all ancillary documents executed or delivered in connection herewith may be executed and signed by electronic signature by any of the parties, and delivered by electronic or digital communications to any other party, and the receiving party may rely on the receipt of such document so executed and delivered by electronic or digital communications signed by electronic signature as if the original has been received. For the purposes hereof, electronic signature means, without limitation, an electronic act or acknowledgement (e.g., clicking an "I Accept" or similar button), sound, symbol (digitized signature block), or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. The Purchaser agrees to be bound by the signatures of the electronically mailed or signed signatures and the delivery of the same shall be effective as delivery of an original executed counterpart hereof. The Purchaser waives any defenses to the enforcement of the terms of this instrument based on the form of the signature, and hereby agrees that such electronically mailed or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this instrument.

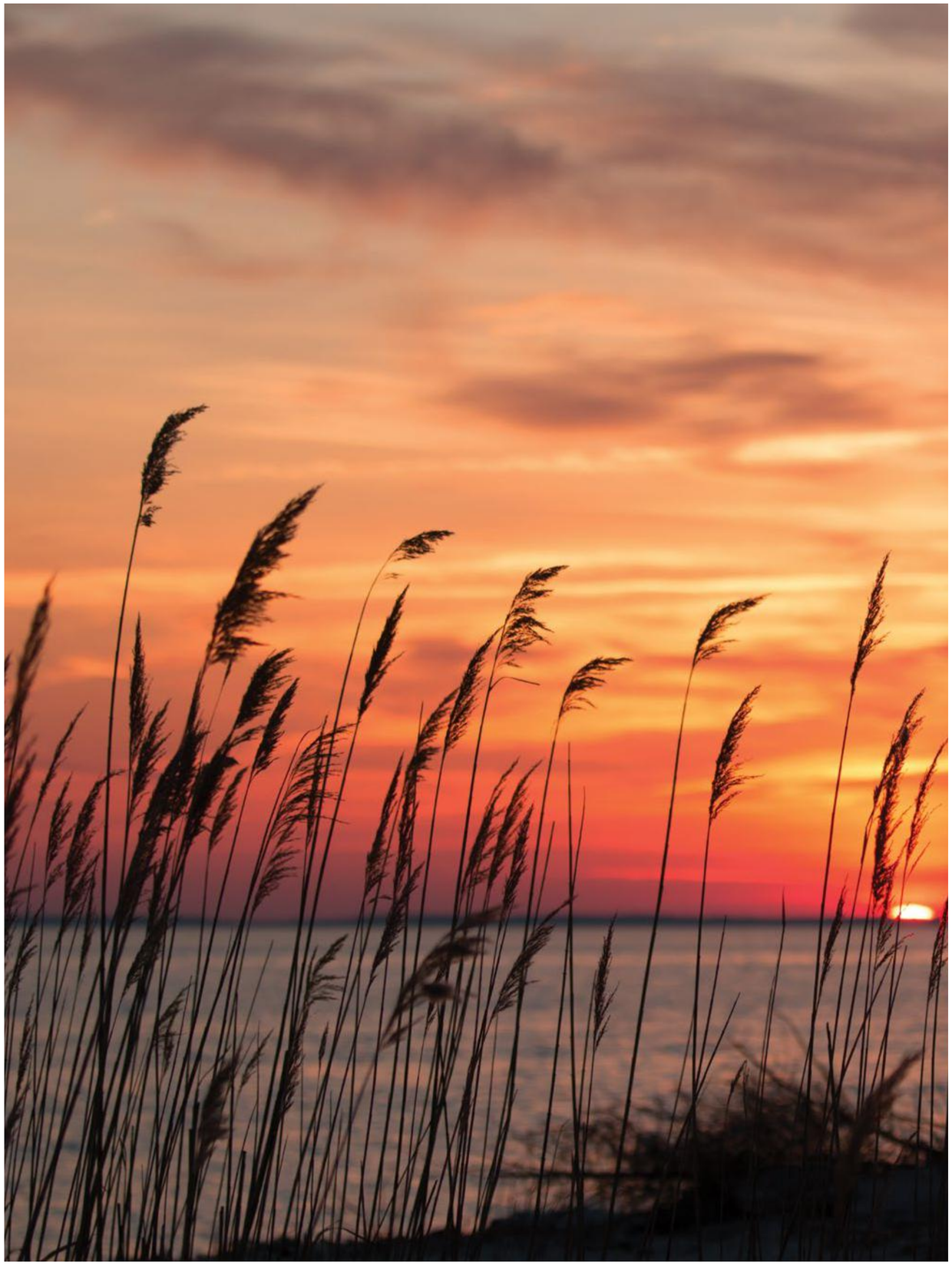
Name: _____
Date: _____

Name: _____
Date: _____

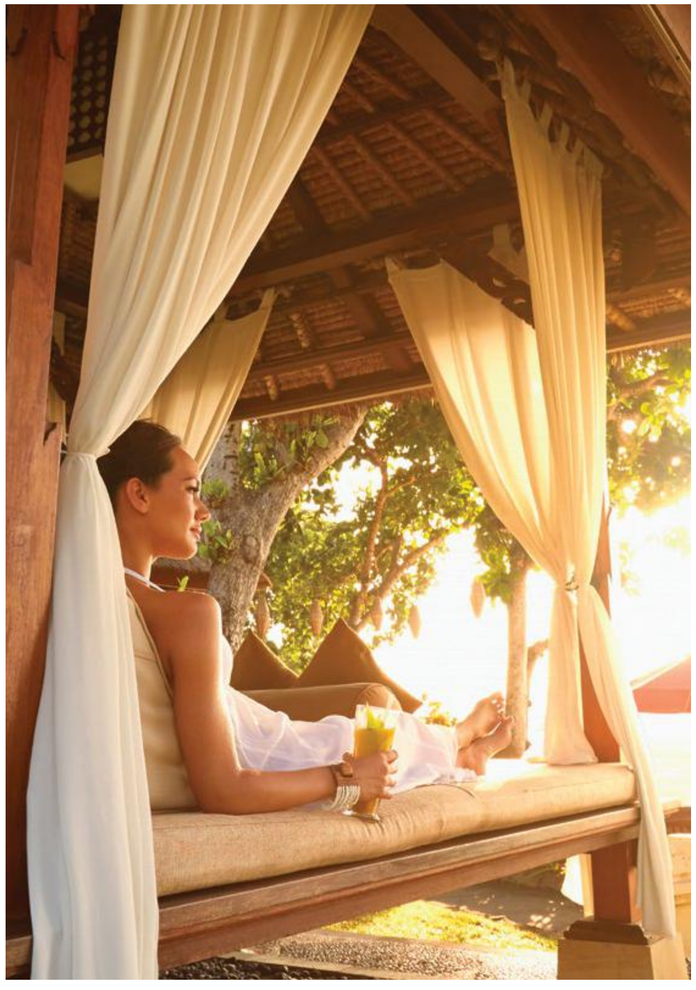
ST REGIS

LONGBOAT KEY RESORT

THE RESIDENCES



Live Exquisite



ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, MAKE REFERENCE TO THIS BROCHURE AND TO THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

Coveted Sanctuary

Set on 800 feet of expansive white-sand beach, The Residences at The St. Regis Longboat Key Resort offer exemplary private living at an idyllic address on the Gulf of Mexico. Here, you'll experience flawless St. Regis service, providing you an unparalleled bespoke lifestyle. Modern yet refined, meticulous yet relaxed, The Residences brings a revered best-in-class legacy to the shores of Longboat Key.

Inspired Destination

Longboat Key is a peaceful, sophisticated barrier island on Florida's tranquil Gulf Coast. The island offers an intimate and relaxed atmosphere. Located close to stylish downtown Sarasota, Owners enjoy a vast array of culture, entertainment and distinctive boutique shopping. It's a remarkable destination to call home.

The John and Mable Ringling is one of Sarasota's many historic sites

Shopping and dining at nearby St. Armands Circle

The Van Wezel presents world-class performances

Artist's Concept

Artist's Concept


Gulf of Mexico
Event Lawn
Grand Ballroom
The St. Regis Resort & Spa
Porte-Cochère
The St. Regis Grille
The Piano Bar
Lobby Lounge
CW Prime Steak & Seafood
The Monkey Bar
The Beach Café and Sunset Bar
Resort Pool
Meandering Stream
GULF OF MEXICO DRIVE
Gated Entry
Sunset Pier
Event Lawn
Champagne Residences
Private Residents' Pool & Spa
Saltwater Lagoon
Residents' Entry
Beachside Cabanas
Armand Residences
Residents' Clubhouse and Wellness Center
Bateau Residences
Dog Walking Path
N
Artist's Concept

Meticulous Detail

At The Residences at The St. Regis Longboat Key Resort, your modern new home is designed with detailed care to pique your senses and exceed your expectations. Select from one-to four-bedroom designs, ranging in size from 1,553 to 5,895 square feet, boasting soaring ceilings and the finest finishes and appliances. Expansive outdoor living areas with glass railings captivate with breathtaking views of the Gulf of Mexico. The Residences are accessed via a private elevator with keyless entry. Penthouse and Lanai levels also feature intimate infinity-edge plunge pools. Celebrate every perfect moment unwinding in your private sanctuary.


Artist's Concept


Artist's Concept

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Artist's Concept

Artist's Concept


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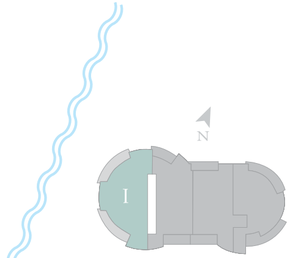
Artist's Concept

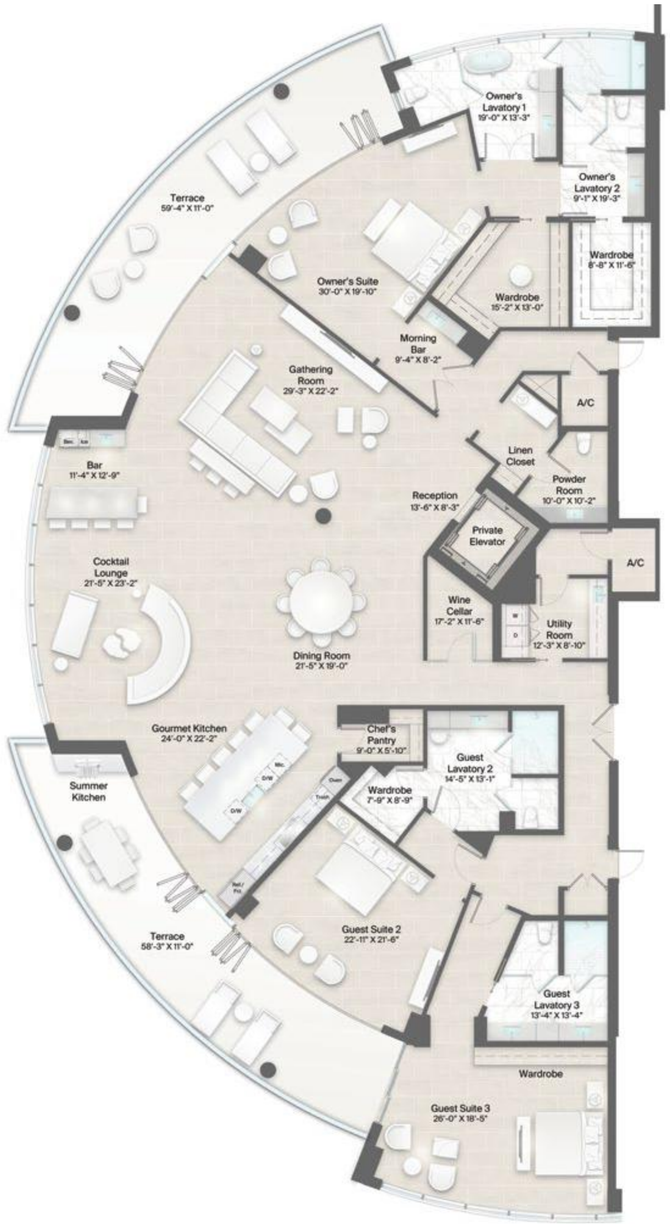
The Armand Building

Armand Building, Plan 1 *3 Bedrooms, 4.5 Baths*

Residence	AC Living Area	Terrace	Private Garage	Total
501	5,895 sq. ft.	1,634 sq. ft.	2-Car	7,529 sq. ft.
401	5,895 sq. ft.	1,437 sq. ft.	2-Car	7,332 sq. ft.
301	5,895 sq. ft.	1,247 sq. ft.	2-Car	7,142 sq. ft.
201	5,895 sq. ft.	5,261 sq. ft.	2-Car	11,156 sq. ft.

Terrace square footage varies by Residence



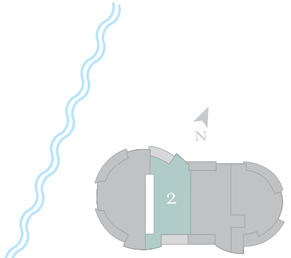


Stated "AC Living Area" is measured to the exterior boundaries of the exterior walls and the centerline of interior demising walls and in fact varies from the square footage and dimensions that would be determined by using the description and definition of the "Unit" set forth in the Declaration (which generally only includes the interior airspace between the perimeter walls and excludes all interior structural components and other common elements). This method is generally used in sales materials and is provided to allow a prospective buyer to compare the Units with units in other condominium projects that utilize the same method. The AC Living Area of each Unit type, calculated in accordance with the definition set forth in the Condominium Declaration, would be: 5,591 sq. ft. as to Armand Building, Plan 1, 4,755 sq. ft. as to Armand Building, Plan 2, 3,954 sq. ft. as to Armand Building, Plan 3, 4,681 sq. ft. as to Armand Building, Plan 4, 3,734 sq. ft. as to Bateau Building, Plan 5, 2,226 sq. ft. as to Bateau Building, Plan 6, 1,631 sq. ft. as to Bateau Building, Plan 7, 3,734 sq. ft. as to Bateau Building, Plan 8, 4,961 sq. ft. as to Champagne Building, Plan 9, 2,932 sq. ft. as to Champagne Building, Plan 10, 3,113 sq. ft. as to Champagne Building, Plan 11, 2,116 sq. ft. as to Champagne Building, Plan 12, 2,116 sq. ft. as to Champagne Building, Plan 13, 2,125 sq. ft. as to Champagne Building, Plan 14, 1,461 sq. ft. as to Champagne Building, Plan 15, 1,461 sq. ft. as to Champagne Building, Plan 16, 2,957 sq. ft. as to Champagne Building, Plan 17, and 4,962 sq. ft. as to Champagne Building, Plan 18. All dimensions are estimates which will vary with actual construction, and all floor plans, specifications and other development plans are subject to change and will not necessarily accurately reflect the final plans and specifications for the development. All depictions of furniture, appliances, counters, soffits, floor coverings and other matters of detail, including, without limitation, items of finish and decoration, are conceptual only and are not necessarily included in each Unit. Said items are only included if and to the extent provided in your purchase agreement. Please note that the Total area listed above includes the proposed square footage of terraces and a private garage. Note that those components are not part of the Unit, but rather are appurtenances as to which purchasers may be assigned exclusive use. The terrace dimensions vary and the area stated relates to the largest terrace. The actual terrace may be smaller. See the declaration for the specific dimensions of any terrace appurtenant to a particular unit. Dimensions of parking garages vary and may not be as stated, and private garages are include with a purchase to the extent expressly provided in the purchase agreement.

Armand Building, Plan 2 *3 Bedrooms, 3.5 Baths Plus Clubroom*

Residence	AC Living Area	Terrace	Private Garage	Total
502	4,992 sq. ft.	947 sq. ft.	2-Car	5,939 sq. ft.
402	4,992 sq. ft.	890 sq. ft.	2-Car	5,882 sq. ft.
302	4,992 sq. ft.	835 sq. ft.	2-Car	5,827 sq. ft.
202	4,992 sq. ft.	2,256 sq. ft.	2-Car	7,248 sq. ft.

Terrace square footage varies by Residence



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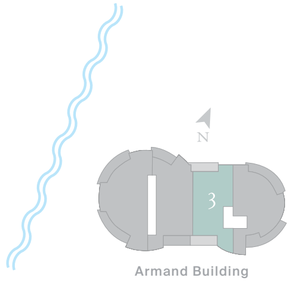
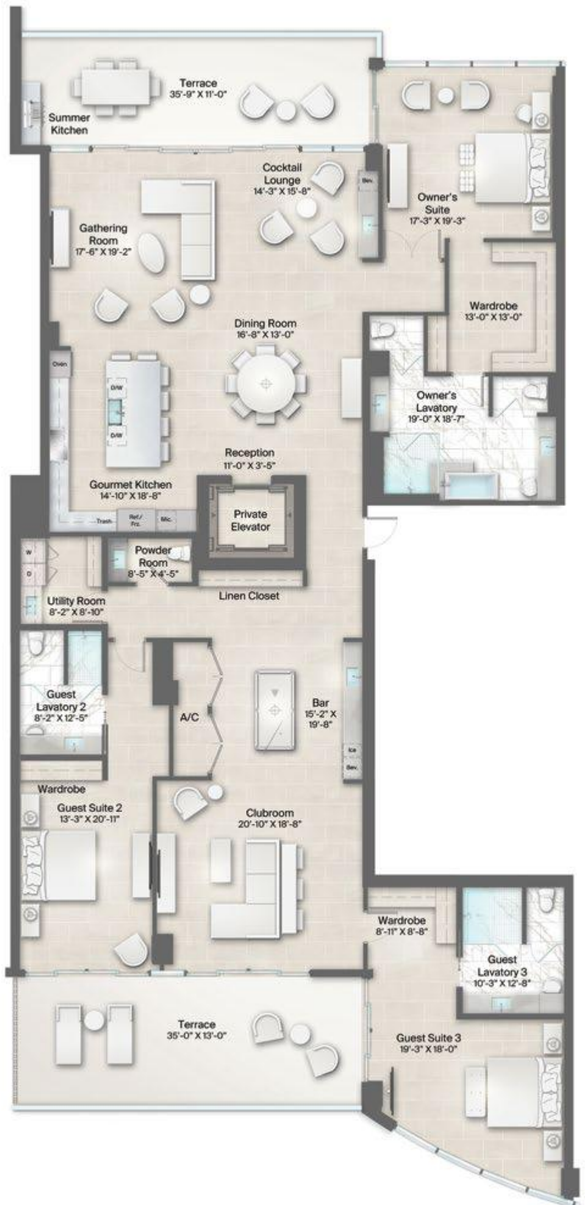
Armand Building, Plan 3 *3 Bedrooms, 3.5 Baths Plus Clubroom*

Residence	AC Living Area	Terrace	Private Garage	Total
503	4,187 sq. ft.	1,029 sq. ft.	2-Car	5,216 sq. ft.
403	4,187 sq. ft.	962 sq. ft.	2-Car	5,149 sq. ft.
303	4,187 sq. ft.	893 sq. ft.	2-Car	5,080 sq. ft.
203	4,187 sq. ft.	2,595 sq. ft.	2-Car	6,782 sq. ft.

Terrace square footage varies by Residence





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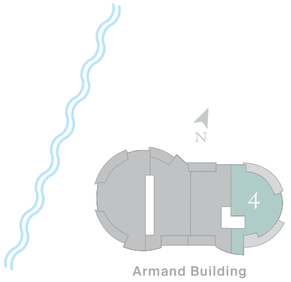
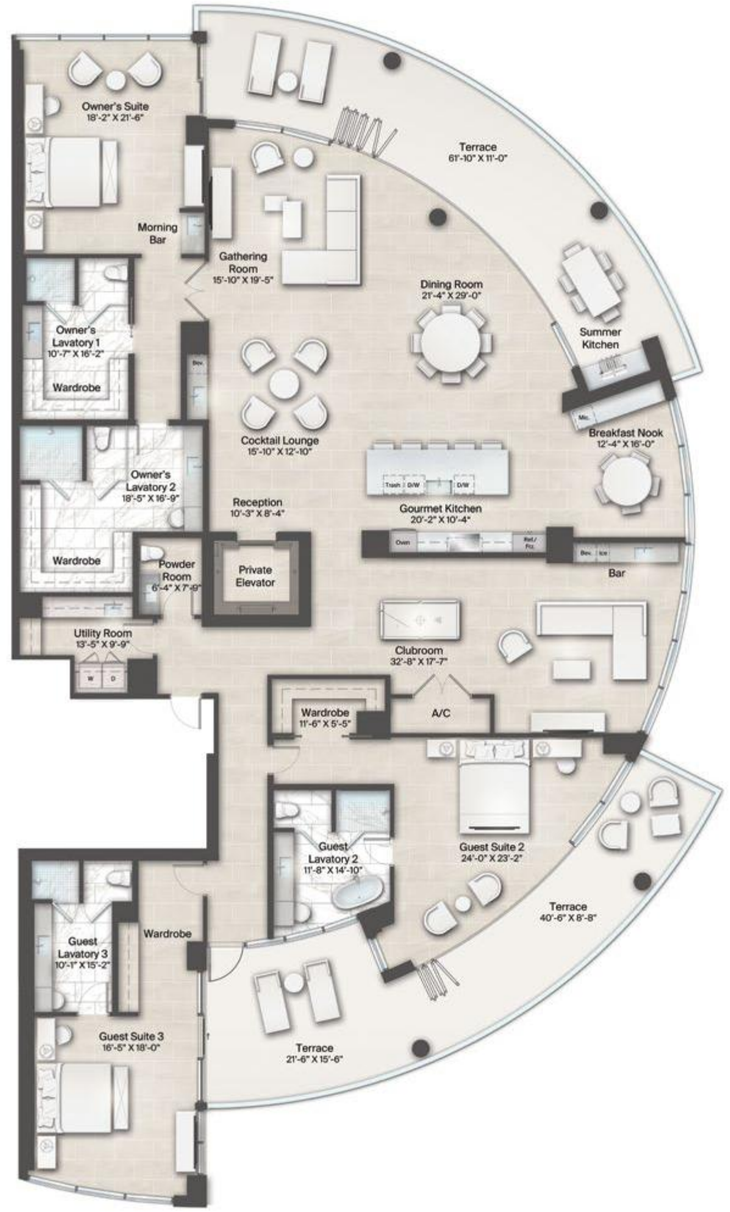
Armand Building, Plan 4 *3 Bedrooms, 4.5 Baths Plus Clubroom*

Residence	AC Living Area	Terrace	Private Garage	Total
604	4,967 sq. ft.	1,670 sq. ft.	3-Car	6,637 sq. ft.
504	4,967 sq. ft.	1,560 sq. ft.	2-Car	6,527 sq. ft.
404	4,967 sq. ft.	1,454 sq. ft.	2-Car	6,421 sq. ft.
304	4,967 sq. ft.	1,350 sq. ft.	2-Car	6,317 sq. ft.
204	4,967 sq. ft.	3,803 sq. ft.	2-Car	8,770 sq. ft.

Terrace square footage varies by Residence





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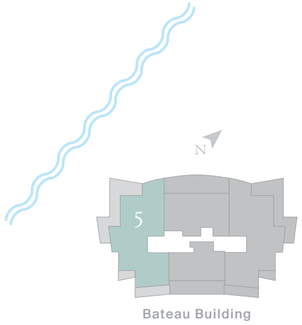
The Bateau Building

Bateau Building, Plan 5 *4 Bedrooms, 4.5 Baths*

Residence	AC Living Area	Terrace	Private Garage	Total
605	4,017 sq. ft.	1,401 sq. ft.	3-Car	5,418 sq. ft.
505	4,017 sq. ft.	1,359 sq. ft.	2-Car	5,376 sq. ft.
405	4,017 sq. ft.	1,316 sq. ft.	2-Car	5,333 sq. ft.
305	4,017 sq. ft.	1,273 sq. ft.	2-Car	5,290 sq. ft.
205	4,017 sq. ft.	5,564 sq. ft.	2-Car	9,581 sq. ft.

Terrace square footage varies by Residence



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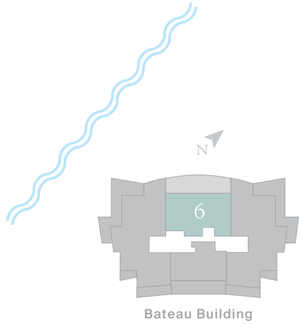
Bateau Building, Plan 6 *2 Bedrooms, 2.5 Baths*

Residence	AC Living Area	Terrace	Private Garage	Total
606	2,347 sq. ft.	1,065 sq. ft.	3-Car	3,412 sq. ft.
506	2,347 sq. ft.	980 sq. ft.	2-Car	3,327 sq. ft.
406	2,347 sq. ft.	896 sq. ft.	2-Car	3,243 sq. ft.
306	2,347 sq. ft.	811 sq. ft.	2-Car	3,158 sq. ft.
206	2,347 sq. ft.	4,454 sq. ft.	2-Car	6,801 sq. ft.

Terrace square footage varies by Residence



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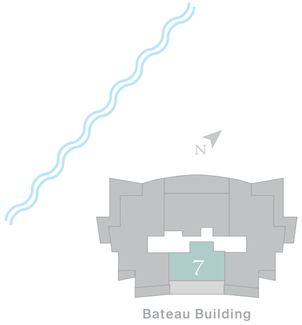
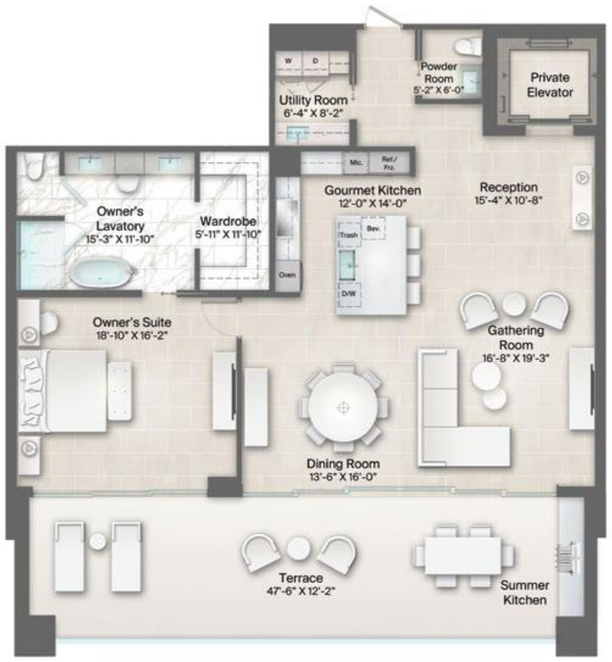
Bateau Building, Plan 7 *1 Bedroom, 1.5 Baths*

Residence	AC Living Area	Terrace	Private Garage	Total
607	1,721 sq. ft.	602 sq. ft.	2-Car	2,323 sq. ft.
507	1,721 sq. ft.	602 sq. ft.	1-Car	2,323 sq. ft.
407	1,721 sq. ft.	602 sq. ft.	1-Car	2,323 sq. ft.
307	1,721 sq. ft.	602 sq. ft.	1-Car	2,323 sq. ft.
207	1,721 sq. ft.	602 sq. ft.	1-Car	2,323 sq. ft.





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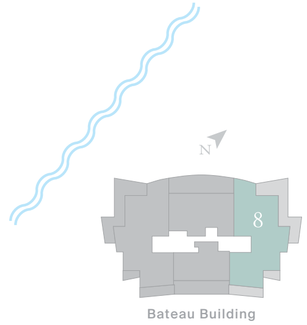
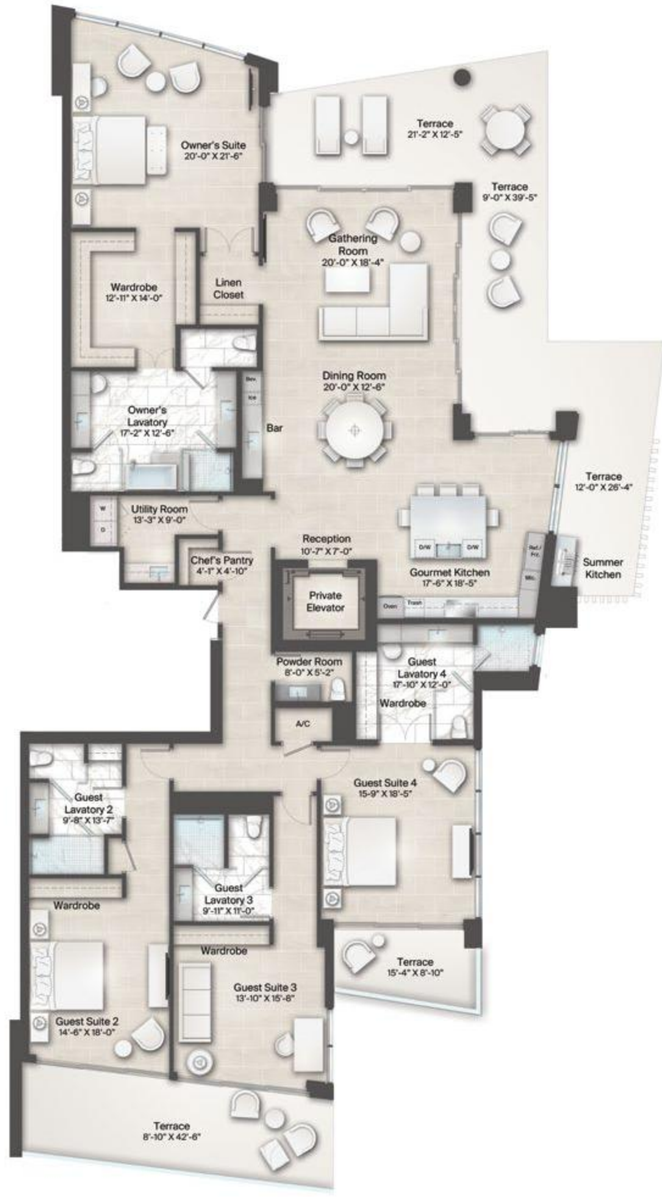
Bateau Building, Plan 8 *4 Bedrooms, 4.5 Baths*

Residence	AC Living Area	Terrace	Private Garage	Total
608	4,017 sq. ft.	1,401 sq. ft.	3-Car	5,418 sq. ft.
508	4,017 sq. ft.	1,359 sq. ft.	2-Car	5,376 sq. ft.
408	4,017 sq. ft.	1,316 sq. ft.	2-Car	5,333 sq. ft.
308	4,017 sq. ft.	1,273 sq. ft.	2-Car	5,290 sq. ft.
208	4,017 sq. ft.	5,564 sq. ft.	2-Car	9,581 sq. ft.

Terrace square footage varies by Residence





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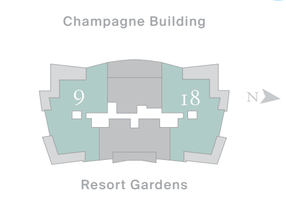
Artist's Concept

The Champagne Building

Champagne Building, Plans 9 & 18 *4 Bedrooms, 5.5 Baths*

Residence	AC Living Area	Terrace	Private Garage	Total
609	5,320 sq. ft.	1,736 sq. ft.	3-Car	7,056 sq. ft.
209	5,320 sq. ft.	10,290 sq. ft.	2-Car	15,610 sq. ft.
618	5,320 sq. ft.	1,736 sq. ft.	3-Car	7,056 sq. ft.
218	5,320 sq. ft.	10,480 sq. ft.	2-Car	15,800 sq. ft.

Terrace square footage varies by Residence



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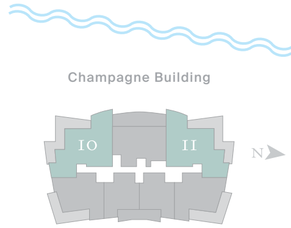
Champagne Building, Plans 10 & 11 *2 Bedrooms, 2.5 Baths*

Residence	AC Living Area	Terrace	Private Garage	Total
510	3,130 sq. ft.	1,030 sq. ft.	2-Car	4,160 sq. ft.
410	3,130 sq. ft.	971 sq. ft.	2-Car	4,101 sq. ft.
310	3,130 sq. ft.	912 sq. ft.	2-Car	4,042 sq. ft.
511	3,130 sq. ft.	1,030 sq. ft.	2-Car	4,160 sq. ft.
411	3,130 sq. ft.	971 sq. ft.	2-Car	4,101 sq. ft.
311	3,130 sq. ft.	912 sq. ft.	2-Car	4,042 sq. ft.

Terrace square footage varies by Residence



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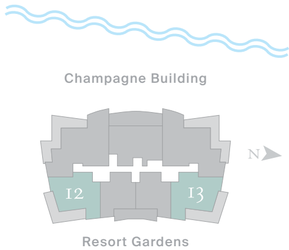
Champagne Building, Plans 12 & 13 *2 Bedrooms, 2.5 Baths*

Residence	AC Living Area	Terrace	Private Garage	Total
512	2,154 sq. ft.	646 sq. ft.	2-Car	2,800 sq. ft.
412	2,154 sq. ft.	646 sq. ft.	2-Car	2,800 sq. ft.
312	2,154 sq. ft.	646 sq. ft.	2-Car	2,800 sq. ft.
513	2,154 sq. ft.	646 sq. ft.	2-Car	2,800 sq. ft.
413	2,154 sq. ft.	646 sq. ft.	2-Car	2,800 sq. ft.
313	2,154 sq. ft.	646 sq. ft.	2-Car	2,800 sq. ft.



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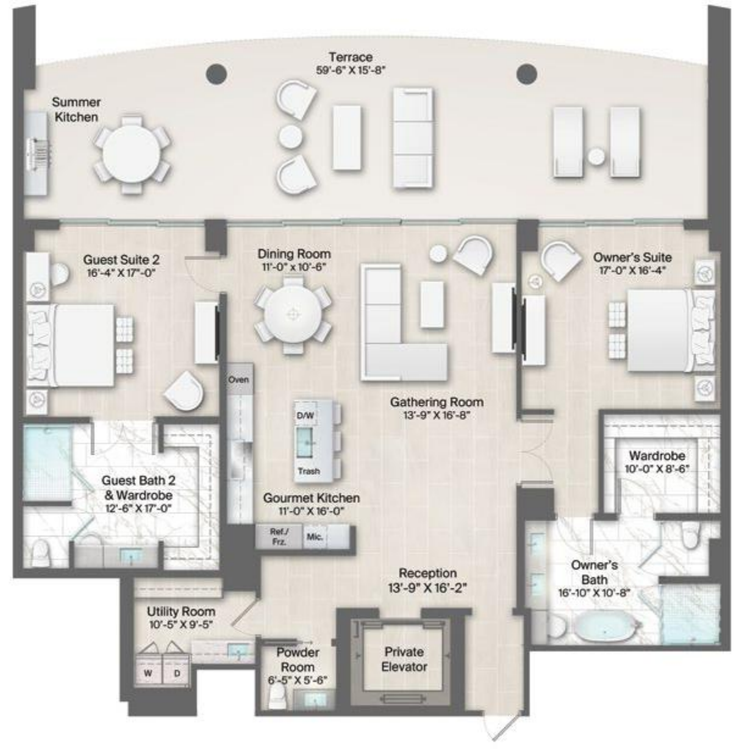
Champagne Building, Plan 14 *2 Bedrooms, 2.5 Baths*

Residence	AC Living Area	Terrace	Private Garage	Total
614	2,249 sq. ft.	1,159 sq. ft.	3-Car	3,408 sq. ft.
514	2,249 sq. ft.	1,052 sq. ft.	2-Car	3,301 sq. ft.
414	2,249 sq. ft.	965 sq. ft.	2-Car	3,214 sq. ft.
314	2,249 sq. ft.	878 sq. ft.	2-Car	3,127 sq. ft.
214	2,249 sq. ft.	3,953 sq. ft.	2-Car	6,202 sq. ft.

Terrace square footage varies by Residence



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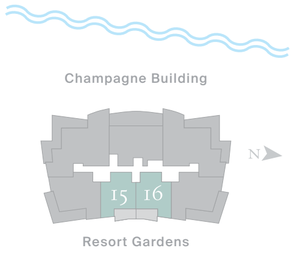
Champagne Building, Plans 15 & 16 *1 Bedroom, 1.5 Baths*

Residence	AC Living Area	Terrace	Private Garage	Total
515	1,556 sq. ft.	250 sq. ft.	1-Car	1,806 sq. ft.
415	1,556 sq. ft.	250 sq. ft.	1-Car	1,806 sq. ft.
315	1,556 sq. ft.	250 sq. ft.	1-Car	1,806 sq. ft.
215	1,556 sq. ft.	765 sq. ft.	1-Car	2,321 sq. ft.
516	1,556 sq. ft.	250 sq. ft.	1-Car	1,806 sq. ft.
416	1,556 sq. ft.	250 sq. ft.	1-Car	1,806 sq. ft.
316	1,556 sq. ft.	250 sq. ft.	1-Car	1,806 sq. ft.
216	1,556 sq. ft.	765 sq. ft.	1-Car	2,321 sq. ft.

Terrace square footage varies by Residence



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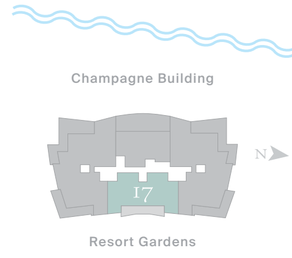
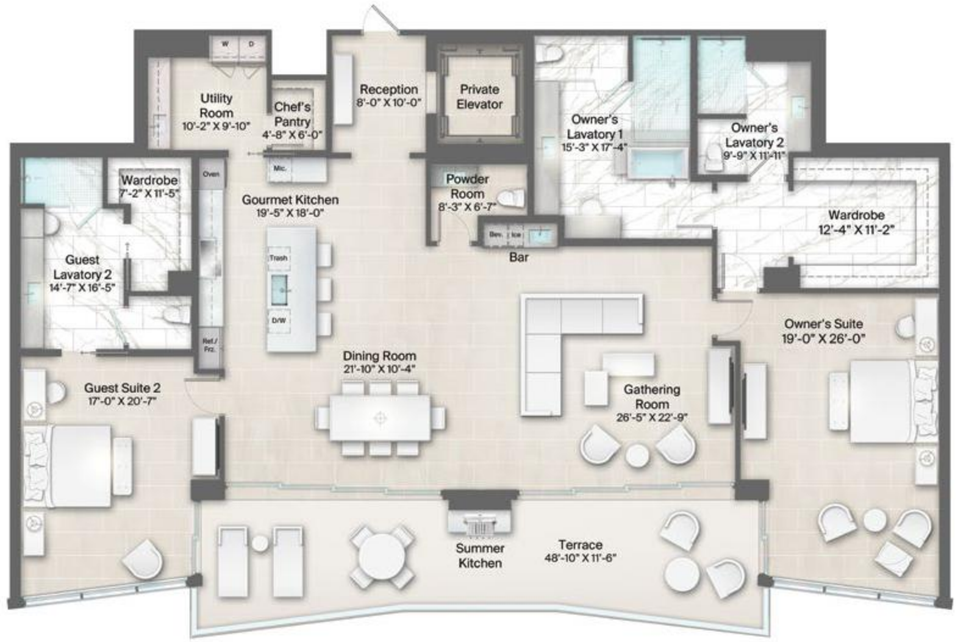
Champagne Building, Plan 17 *2 Bedrooms, 3.5 Baths*

Residence	AC Living Area	Terrace	Private Garage	Total
617	3,118 sq. ft.	500 sq. ft.	3-Car	3,618 sq. ft.





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Artist's Concept

Owner Privileges

The Residences at The St. Regis Longboat Key Resort celebrate the exacting standards of comfort and detail synonymous with The St. Regis brand. Exclusive residential amenities have been tailored to create an environment of discerning privilege. Residents will enjoy private access to the gulf-front pool and spa. Just steps away the Resident's Clubhouse offers an innovative private Wellness Center and lounge for intimate gatherings.

The St. Regis Resort & Spa

- 17.6 acres on the island of Longboat Key, featuring 800 feet of beachfront and distinctive, privacy-enhancing landscaping, art gardens and natural areas
- 5-star, world-renowned St. Regis Resort featuring a luxury hotel, 69 private residences and a host of custom-tailored amenities and services
- Exemplary dining experiences at CW Prime, the chef-driven steak and seafood restaurant, and cocktails at the classically inspired St. Regis Piano Bar
- Casual all-day cuisine at The St. Regis Grille; relaxed beachside dining at The Beach Café and Sunset Bar; craft cocktails with your toes in the sand at The Monkey Bar.
- State-of-the-art Fitness Center
- Multiple pools for exercise and relaxation include a saltwater lagoon, a secluded adults-only pool and spa, a meandering stream and a heated infinity-edge pool
- The unparalleled and luxurious St. Regis Spa offers a private adult pool and signature services with indoor and outdoor treatment areas, like no other destination in the world
- Luxury boutiques and stylish hair salon
- Beachside palapas and cabanas, private poolside cabanas
- Unique event space including an illustrious oval Grand Ballroom, meeting rooms and a beachside event lawn
- Private, covered valet parking
- Luxury Bentley and chauffeur limousine service, upon availability
- St. Regis concierge and butler services
- Dog Walking Path and available professional pet grooming services on-site

Community Features and Amenities

- Three, six-story buildings featuring 69 private luxury residences, with many offering unobstructed views of the Gulf of Mexico
- Contemporary, one-to four-bedroom floorplans with 1,553 to 5,895 square feet of air conditioned living area with oversized terraces
- Residents shall indulge in beach services provided by The St. Regis Resort
- Private Wellness Center with open-air yoga terrace
- Private Resident's Clubhouse featuring lounge
- Access to St. Regis Hotel amenities, including its renowned butler and concierge services
- Private garages for each residence
- Private Resident's Pool and Spa with sundeck
- Individual owner storage at the garage level
- Gated access for privacy

Engaging Exteriors

- Expansive outdoor living spaces featuring glass railings for seamless views
- Porcelain tile flooring on all outdoor terraces
- Summer kitchens with built-in grille on outdoor terraces
- Private, infinity-edge plunge pool in all Penthouse and Lanai residences

Uncompromising Interiors

- Private elevator access with keyless entry to every residence
- Soaring ceilings and open living spaces welcome beautiful views and effortless indoor and outdoor entertaining
- Abundant natural light from floor-to-ceiling glass
- Recessed LED lighting in hallway, kitchen, lavatories
- Pre-wired for custom lighting fixtures throughout the residence
- Nano-door design in select floorplans
- Emergency power to select outlets in every residence in the event of a power outage
- Trash chutes with recycling capabilities for residents' access
- Wet bar with ice maker and beverage center in select floorplans
- Custom configured European style cabinetry in neutral finishes, ranging from a high gloss lacquer to a painted satin sheen
- Fully finished custom wardrobe cabinetry in Owner's Suite
- Pre-wired for electronically-controlled window treatments
- Technology-ready infrastructure for easy owner-customized home automation
- Advanced multi-zoned air conditioning system with digital thermostats

Kitchen

- Wolf® appliances with gas cooktop, built-in double oven, and microwave
- Sub-Zero® side-by-side refrigerator/freezer
- Chef's Pantry in select residences
- Combination of quartz and marble countertops
- Undermount, single bowl, stainless steel kitchen sink

Lavatory

- Electronic TOTO toilets in Owner's Suites with built-in bidet
- Contemporary styled plumbing fixtures including rain shower head and hand-held spray
- Dual sinks in all Owner's Suites and makeup vanities in select floorplans
- Large soaking tubs and double toilets in select Owner's Suites
- Frameless walk-in showers with full porcelain surround

Utility Room

- Hard surface counter tops
- Large capacity washer and dryer
- Built-in cabinetry with utility sink

Artist's Concept

Lifestyle Connoisseur

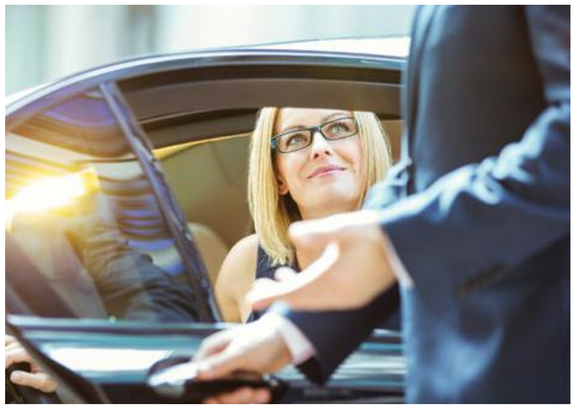
The St. Regis Longboat Key Resort delivers uncompromising beauty and pleasure at every turn. Captivating amenities celebrate the authenticity of a beachside lifestyle including the open-air Sunset Bar overlooking the gulf, a meandering stream, a tropical saltwater lagoon, and spa. The signature St. Regis Spa and luxury boutique shops are thoughtfully placed throughout the Resort. At sunset, celebrate with the sabering of champagne in the legendary St. Regis Piano Bar, followed by a culinary experience at the CW Prime, Steak & Seafood.

Bespoke Style

Sculptured art gardens and a beachside palapa offer alluring settings for magnificent dinners and unique events. Owners will enjoy access to additional resort amenities including a world-class Wellness Center with meditation and yoga studios, private meeting rooms, and elaborate spaces for grand events. Visiting family and friends will enjoy exquisite accommodations just steps away. Unwind in a welcoming Resident's Clubhouse that features a Wellness Center and a beautifully appointed clubroom.

Signature Experience

Each day at The Residences is meant to indulge the body and inspire the spirit. Service is impeccable and discreet, with intuitive beachside butler service to ensure your personal comfort. All available resort services will cater to your needs, including in-residence dining, beauty services, daily private housekeeping, and chef services. Here 24-hour managed gated access provides peace-of-mind for discerning residents and guests. From the trusted concierge to the ideal Bentley chauffeur service, it's the quintessential St. Regis experience you anticipate.



Immersive tropical landscape design creates a delicate balance between show-stopping design elements and those that inspire intimacy, enhancing an awe-inspiring St. Regis experience.

Anticipate Pleasure

Enthusiasm is growing worldwide for this internationally acclaimed residential experience that combines the exemplary tradition of The St. Regis experience with the alluring destination of Longboat Key. It's a visionary address to consider for those with discerning taste. Be among the first to call The Residences at The St. Regis Longboat Key Resort home.

Unicorp

Headquartered in Orlando, Florida, Unicorp National Developments, Inc., is the visionary developer creating unique destinations that transcend time. From comprehensive mixed-use village centers, luxury residences, luxury apartments, and unparalleled retail centers to grand scale master-planned communities, Unicorp National Developments, Inc. continues to be a trusted leader in selecting, securing and developing properties that not only endure, but build stronger and more beautiful communities.

SB Architects

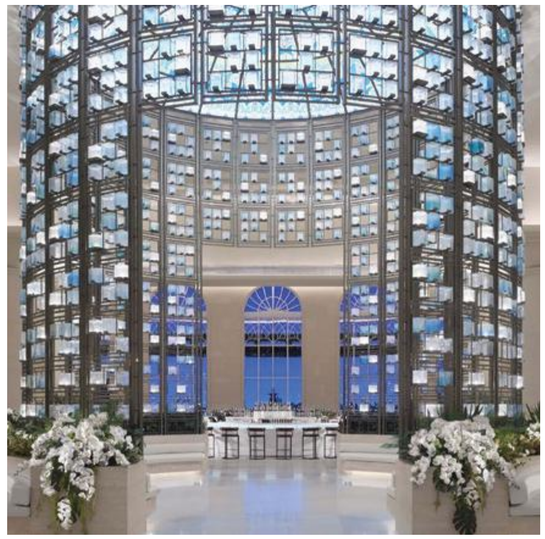
Celebrating its 60th Anniversary in 2020, SB Architects has established an international reputation for design excellence, with a legacy of creating iconic spaces and destinations that are responsive to the local context, timeless in their appeal and loved by the people that use them. SB Architects' portfolio represents six decades of experience in hospitality, residential, and mixed-use markets around the world, including award-winning landmark destinations for iconic global brands.

Enea

Enzo Enea is a Swiss landscape architect whose award-winning designs may be found at private homes and commercial properties around the globe. A hallmark of Enea projects is the fusion of outdoor and indoor spaces. As one of the world's most prominent tree collectors, Enea founded The Tree Museum in Rapperswil-Jona, Switzerland, accomplishing his vision of combining landscape, botany, art, architecture, and design.

Marc-Michaels Interior Design, Inc.

Marc-Michaels Interior Design is a full-service, luxury interior design firm specializing in comprehensive interior detailing and space planning. The firm is regularly featured in magazines and they have garnered global recognition for their work with over 500 design awards.



Hirsch Bedner Associates

A global leader in hospitality design, HBA projects span 80 countries. With 27 offices worldwide, the award-winning firm is noted for creating signature looks for today's luxury brands, independent contemporary boutique hotels, urban resorts spas, world-class residences, restaurants and casinos.

RSM Design

RSM Design is an environmental graphic design firm that connects people and places in captivating, unexpected ways. Through the intersection of graphic design and architecture, the firm creates unique experiences that tell a story. Their work spans private and public spaces including parks, hotels, college campuses, sports stadiums and residential communities.

Longboat Key

Located 30 minutes from The St. Regis Longboat Key Resort, Sarasota Bradenton International Airport (SRQ) offers non-stop service to 37 destinations. Both Tampa (TPA) and St. Pete–Clearwater (PIE) International Airports are within an hour's drive from Longboat Key. Private FBOs and jet centers serving the area include Rectrix Aerodrome Center and Dolphin Aviation, both located at SRQ. Longboat Key is a favorite destination for travelers from around the globe.

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SRResidencesLongboatKey.com

lbkresidences@michaelsaunders.com

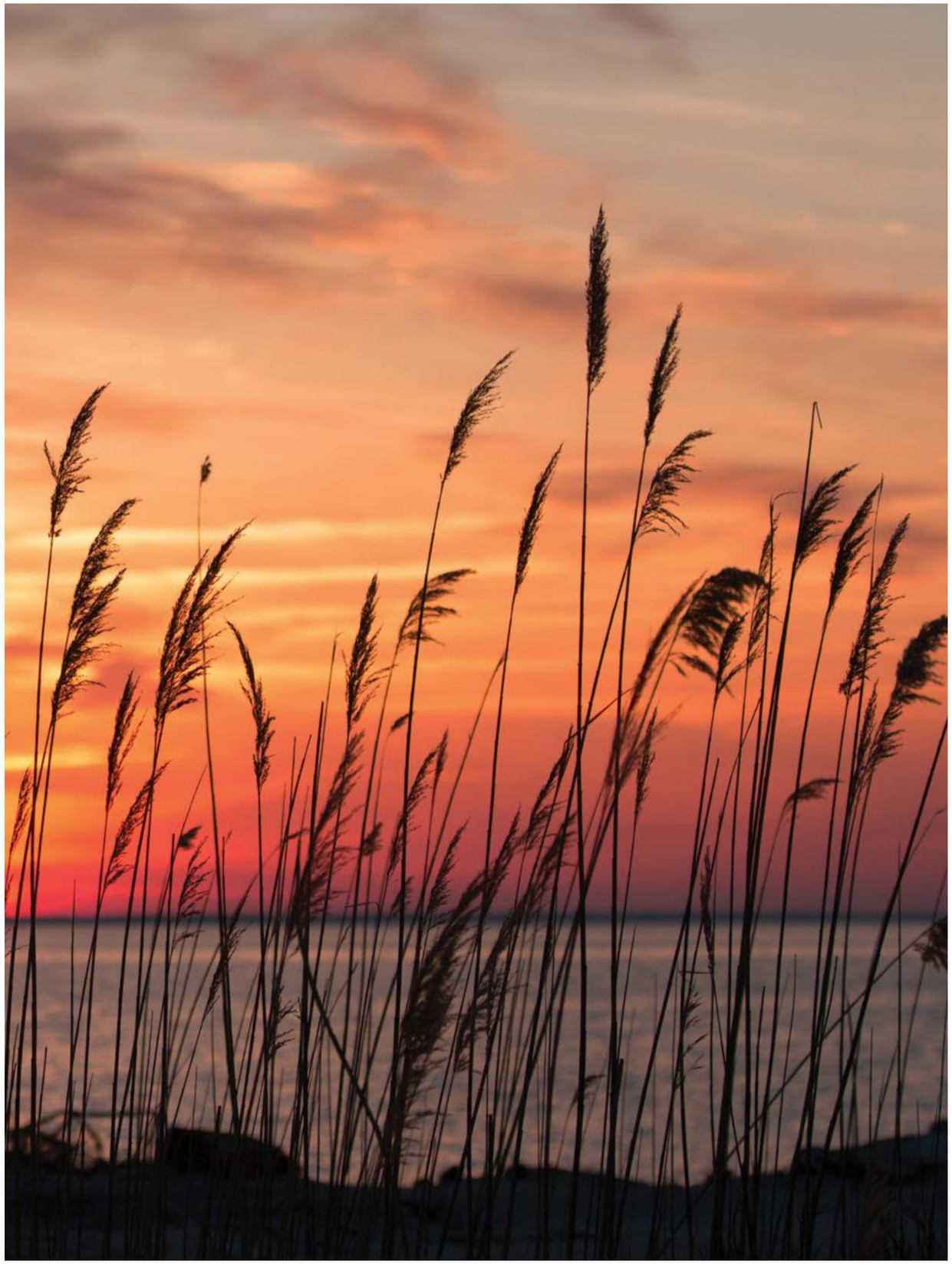
Sales Gallery

100 S. Washington Blvd.

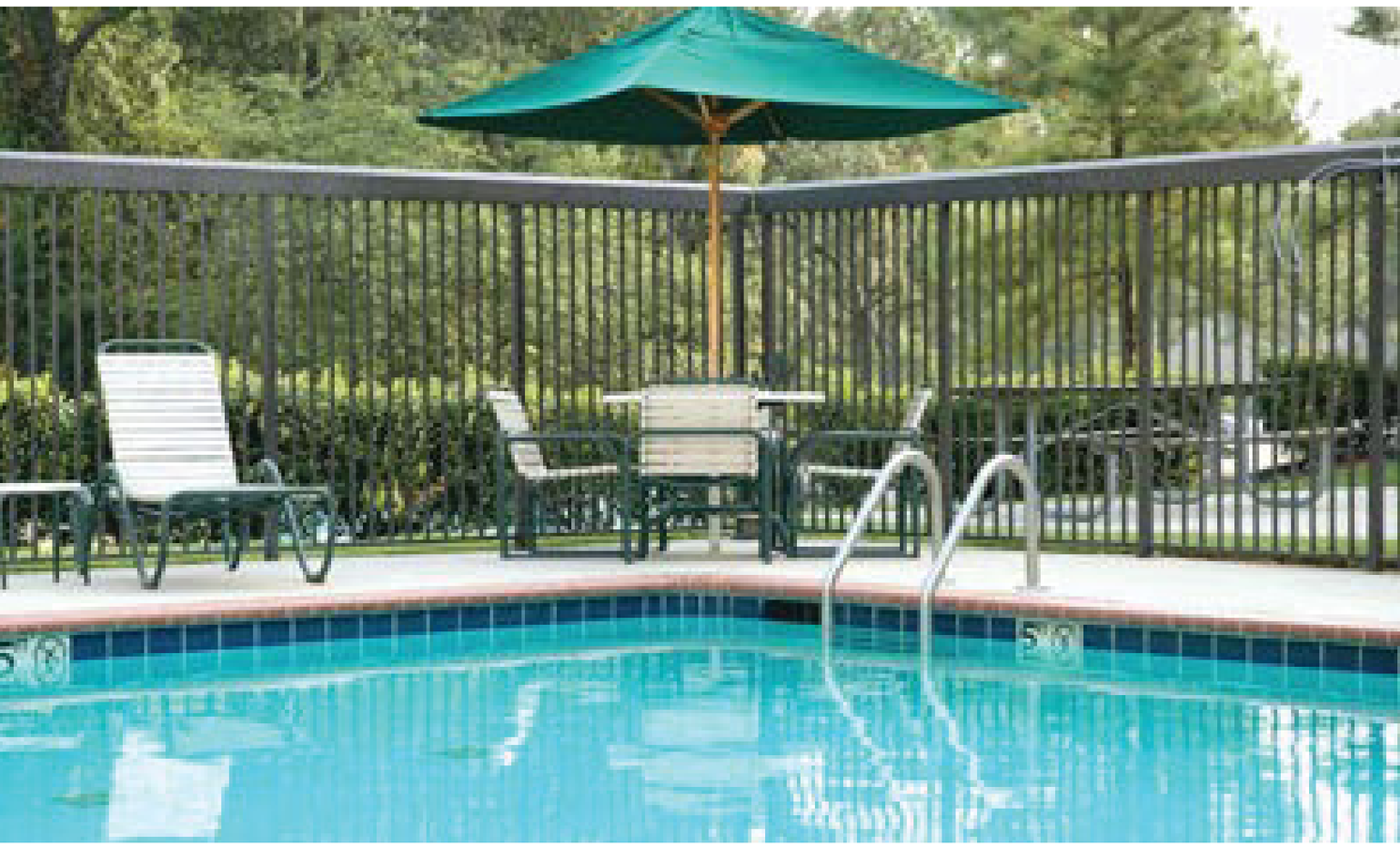
Sarasota, FL 34236

UNICORP
NATIONAL DEVELOPMENTS, INC.

Michael Saunders & Company
Licensed Real Estate Broker



Swimming Pool Disclosure



Safety Barrier Guidelines for Residential Pools

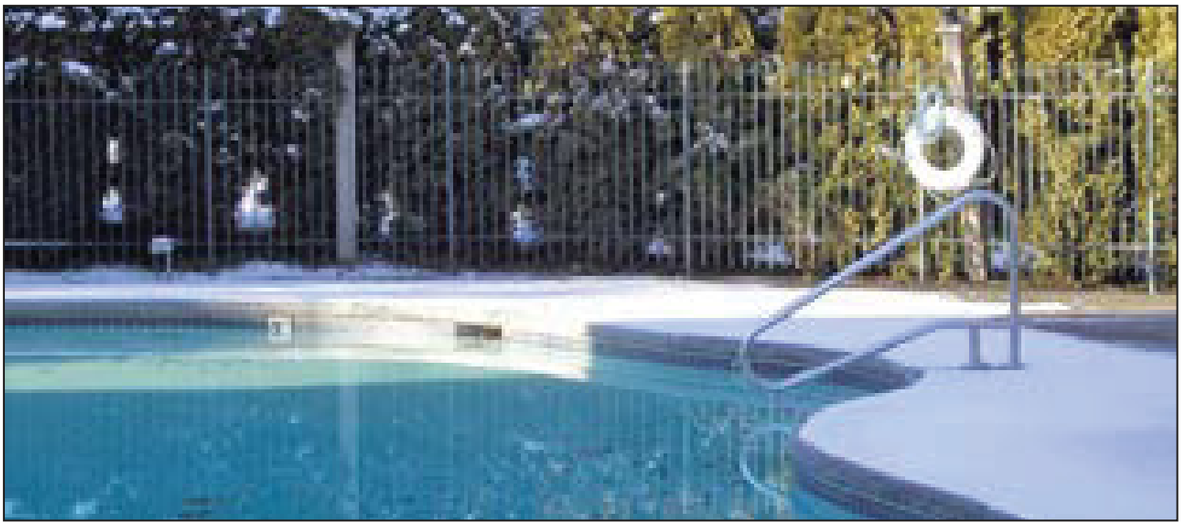
Preventing Child Drownings

U.S. Consumer Product Safety Commission

For further information, write:
U.S. Consumer Product Safety Commission
Office of Communications
4330 East West Highway
Bethesda, Md. 20814
www.cpsc.gov

CPSC is charged with protecting the public from unreasonable risks of injury or death associated with the use of the thousands of consumer products under the agency's jurisdiction.

Many communities have enacted safety regulations for barriers at residential swimming pools—in ground and above ground. In addition to following these laws, parents who own pools can take their own precautions to reduce the chances of their youngsters accessing the family or neighbors' pools or spas without supervision. This booklet provides tips for creating and maintaining effective barriers to pools and spas.



Each year, thousands of American families suffer swimming pool tragedies—drownings and near-drownings of young children. The majority of deaths and injuries in pools and spas involve young children ages 1 to 3 and occur in residential settings. These tragedies are preventable.

This U.S. Consumer Product Safety Commission (CPSC) booklet offers guidelines for pool barriers that can help prevent most submersion incidents involving young children. This handbook is designed for use by owners, purchasers, and builders of residential pools, spas, and hot tubs.

The swimming pool barrier guidelines are not a CPSC standard, nor are they mandatory requirements. CPSC believes that the safety features recommended in this booklet will help make pools safer, promote pool safety awareness, and save lives. Barriers are not the sole method to prevent pool drowning of young children and cannot replace adult supervision.

Some states and localities have incorporated these guidelines into their building codes. Check with your local authorities to see what is required in your area's building code or in other regulations.

Swimming Pool Barrier Guidelines

Many of the nearly 300 children under 5 who drown each year in backyard pools could be saved if homeowners completely fenced in pools and installed self-closing and self-latching devices on gates.

Anyone who has cared for a toddler knows how fast young children can move. Toddlers are inquisitive and impulsive and lack a realistic sense of danger. These behaviors make swimming pools particularly hazardous for households with young children.

CPSC reports that child drownings are the second leading cause of accidental death around the home for children under 5 years of age. In some southern or warm weather states, drowning is the leading cause of accidental death in the home for children under 5.

CPSC staff has reviewed a great deal of data on drownings and child behavior, as well as information on pool and pool barrier construction. The staff concluded that the best way to reduce child drownings in residential pools is for pool owners to construct and maintain barriers that will help to prevent young children from gaining access to pools and spas.

The guidelines provide information for pool and spa owners to use to prevent children from entering the pool area unaccompanied by a supervising adult. They take into consideration the variety of barriers (fences) available and where each might be vulnerable to a child wanting to get on the other side.

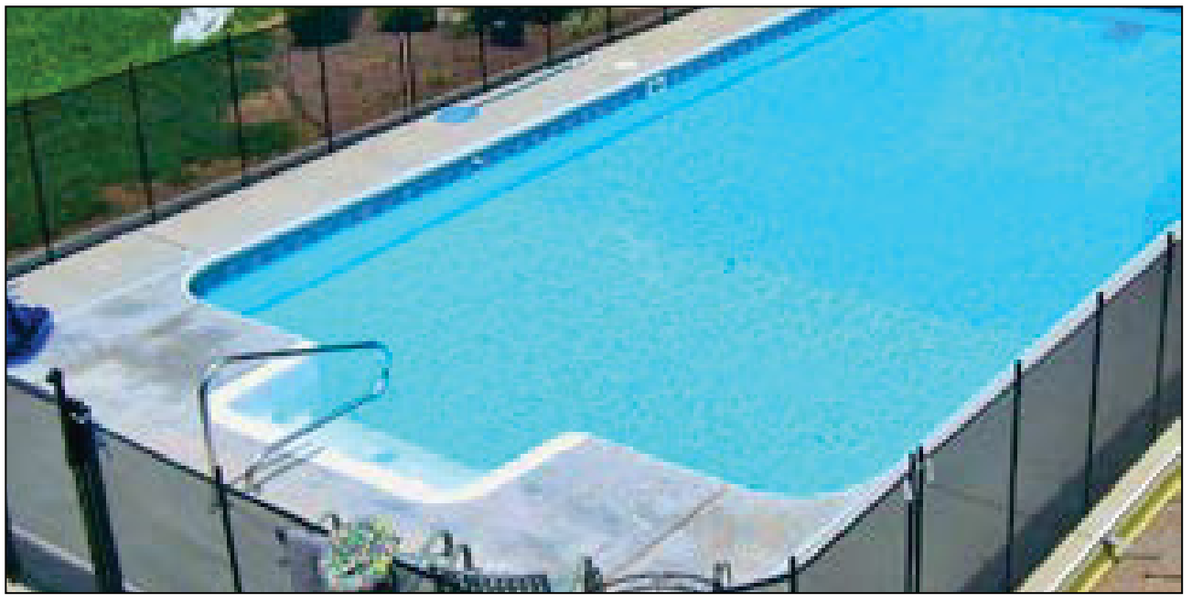
The swimming pool barrier guidelines are presented with illustrated descriptions of pool barriers. The definition of pool includes spas and hot tubs. The swimming pool barrier guidelines therefore apply to these structures as well as to above ground pools, and may include larger portable pools.

Pool and Spa Submersions: Estimated Injuries and Reported Fatalities*

CPSC publishes an annual report on submersion incidents. Key findings from the 2012 report include:

- Nearly 300 children younger than 5 drown in swimming pools and spas each year representing 75 percent of the 390 fatalities reported for children younger than 15.
- Children aged 1 to 3 years (12 months through 47 months) represented 67 percent of the reported fatalities and 66 percent of reported injuries in pools and spas.
- Over 4,100 children younger than 5 suffer submersion injuries and require emergency room treatment; about half are seriously injured and are admitted to the hospital for further treatment.
- The majority of drownings and submersion injuries involving victims younger than 5 occur in pools owned by the family, friends or relatives.
- The majority of estimated emergency department-treated submersion injuries and reported fatalities were associated with pools.
- Portable pools accounted for 10 percent of the total fatalities (annual average of 40) for children younger than 15.

**The report presents average annual estimates for emergency department-treated injuries for 2009 through 2011 and average annual estimates for fatal submersions for 2007 through 2009, as reported to CPSC staff. The years for reported injury and fatality statistics differ due to a lag in fatality reporting.*



Barriers

Barriers are not child proof, but they provide layers of protection for a child when there is a lapse in adult supervision. Barriers give parents additional time to find a child before the unexpected can occur.

Barriers include a fence or wall, door alarms for the house, and a power safety cover over the pool. Use the following recommendations as a guide.

Barrier Locations

Barriers should be located so as to prohibit permanent structures, equipment or similar objects from being used to climb the barriers.

Fences

A fence completely surrounding the pool is better than one with the house serving as the fourth side. Fences should be a minimum of 4 feet high, although fences 5 feet or higher are preferable.

If the home serves as one side of the barrier install **door alarms** on all doors leading to the pool area. Make sure the doors have self-closing and self-latching devices or locks beyond the reach of children to prevent them from opening the door and gaining access to the pool.

Pool covers add another layer of protection and there are a wide variety of styles on the market. Keep pool covers well-maintained and make sure the control devices are kept out of the reach of children.

A successful pool barrier prevents a child from getting **OVER**, **UNDER**, or **THROUGH** and keeps the child from gaining access to the pool except when supervising adults are present.

How To Prevent a Child from Getting OVER a Pool Barrier

A young child can get over a pool barrier if the barrier is too low or if the barrier has handholds or footholds to use when climbing. The top of a pool barrier should be at least 48 inches above grade, measured on the side of the barrier which faces away from the swimming pool. Some states, counties or municipalities require pool barriers of 60 inches.

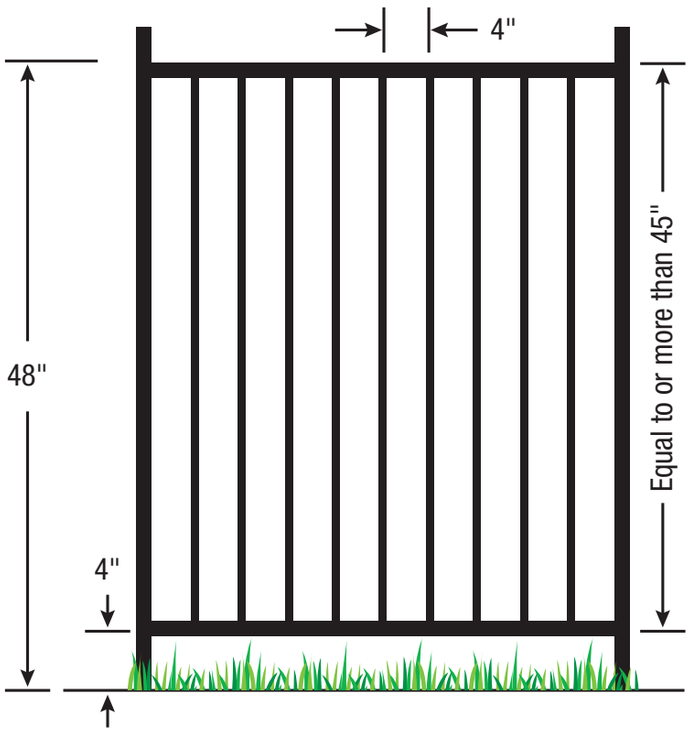


Figure 1

Eliminate handholds and footholds and minimize the size of openings in a barrier's construction.

For a Solid Barrier

No indentations or protrusions should be present, other than normal construction tolerances and masonry joints.

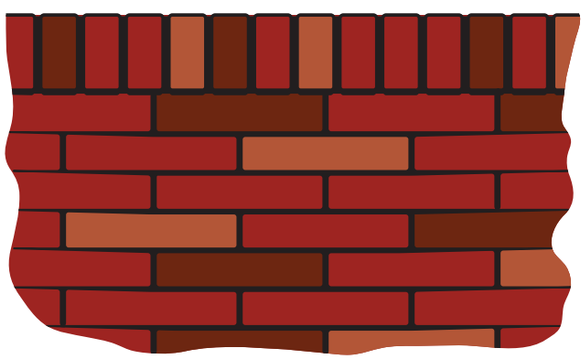


Figure 2

For a Barrier (Fence) Made Up of Horizontal and Vertical Members

If the distance between the top side of the horizontal members is less than 45 inches, the horizontal members should be on the swimming pool side of the fence.

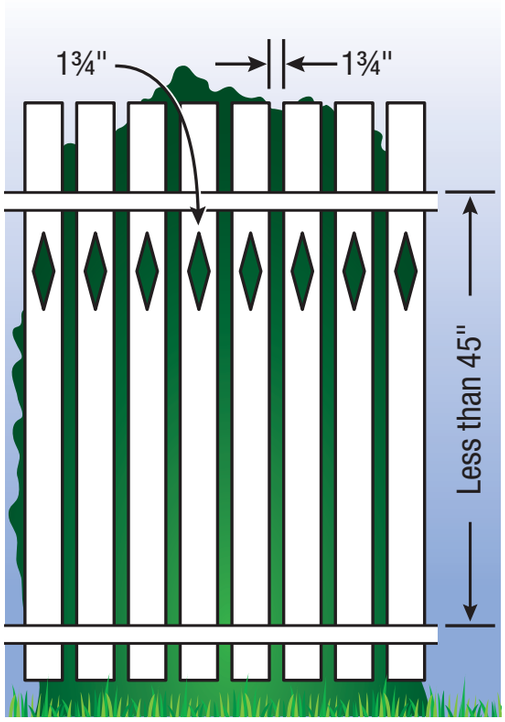


Figure 3

The spacing between vertical members and within decorative cutouts should not exceed 1¾ inches. This size is based on the foot width of a young child and is intended to reduce the potential for a child to gain a foothold and attempt to climb the fence.

If the distance between the tops of the horizontal members is more than 45 inches, the horizontal members can be on the side of the fence facing away from the pool. The spacing between vertical members should not exceed 4 inches. This size is based on the head breadth and chest depth of a young child and is intended to prevent a child from passing through an opening. If there are any decorative cutouts in the fence, the space within the cutouts should not exceed 1¾ inches.

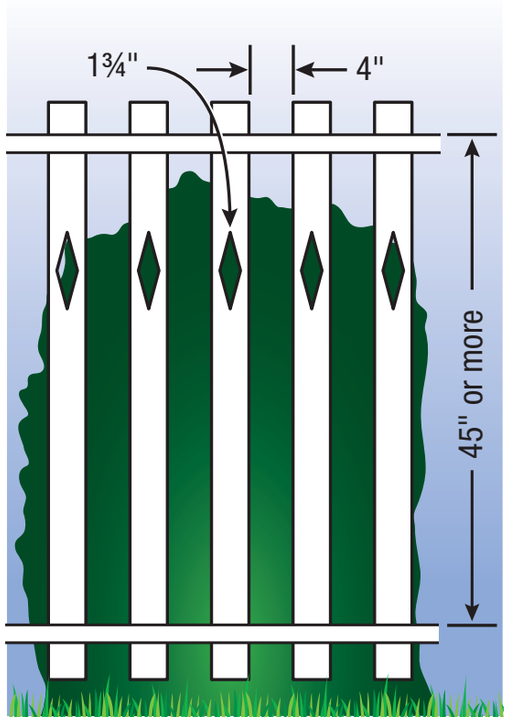


Figure 4

For a Chain Link Fence

The mesh size should not exceed 1¼ inches square unless slats, fastened at the top or bottom of the fence, are used to reduce mesh openings to no more than 1¾ inches.

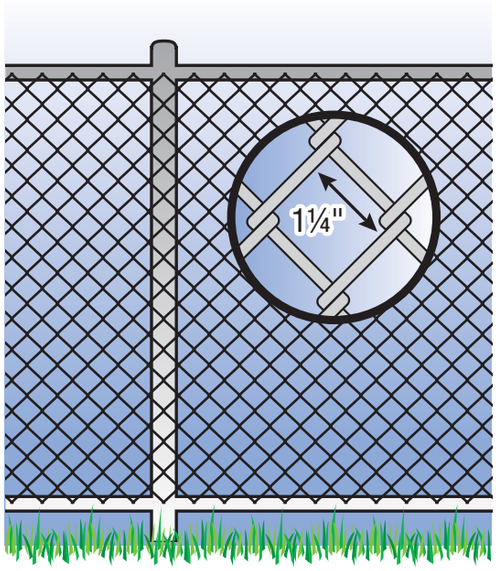


Figure 5

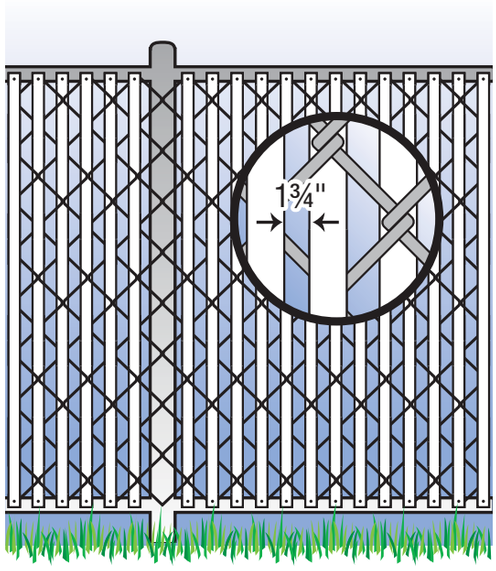


Figure 6

For a Fence Made Up of Diagonal Members or Latticework

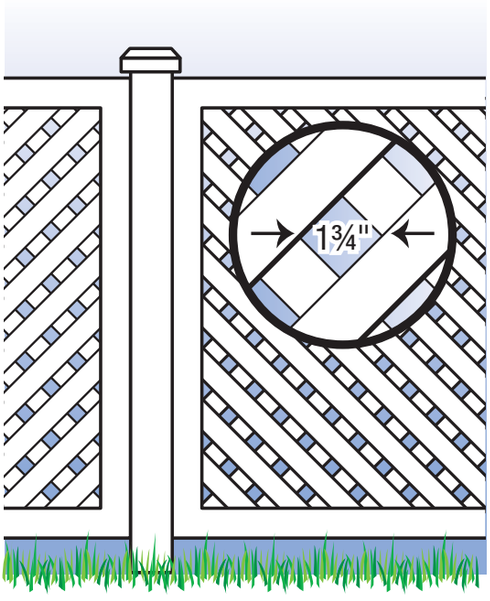


Figure 7

The maximum opening in the lattice should not exceed 1¾ inches.

For Above Ground Pools

Above ground pools should have barriers. The pool structure itself serves as a barrier or a barrier is mounted on top of the pool structure.

There are two possible ways to prevent young children from climbing up into an above ground pool. The steps or ladder can be designed to be secured, locked or removed to prevent access, or the steps or ladder can be surrounded by a barrier such as those described in these guidelines

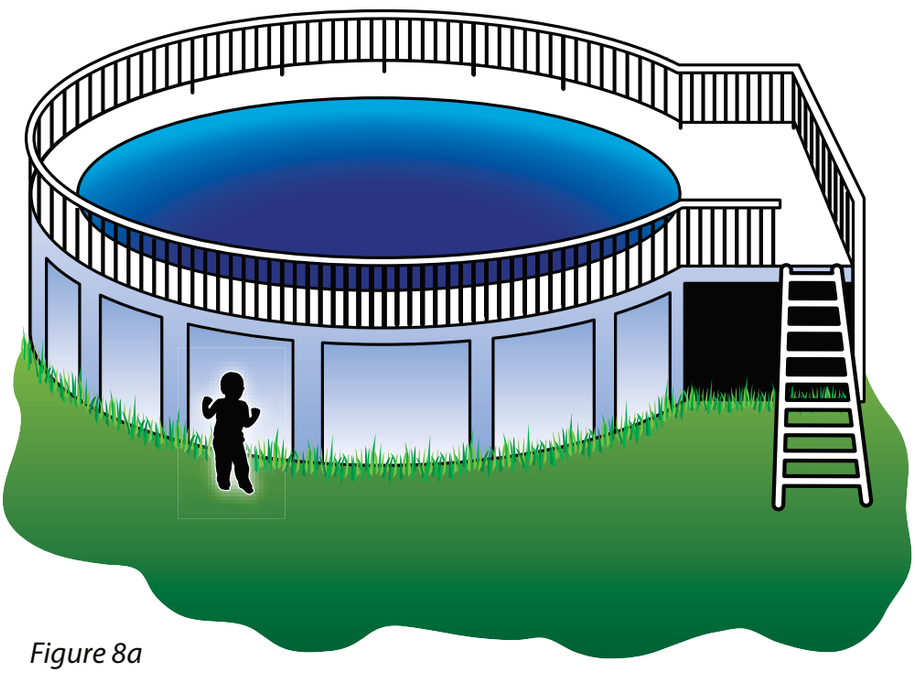


Figure 8a

Figure 8b

Figure 8c

Above Ground Pool with Barrier on Top of Pool

If an above ground pool has a barrier on the top of the pool, the maximum vertical clearance between the top of the pool and the bottom of the barrier should not exceed 4 inches.

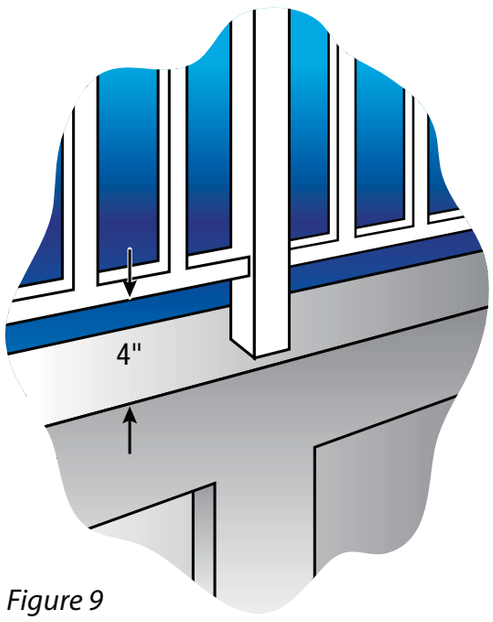


Figure 9

How to Prevent a Child from Getting UNDER a Pool Barrier

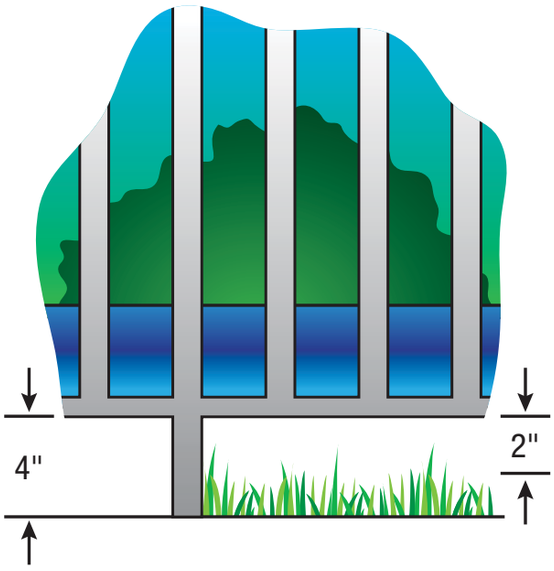


Figure 10

For any pool barrier, the maximum clearance at the bottom of the barrier should not exceed 4 inches above the surface or ground when the measurement is done on the side of the barrier facing away from the pool. Industry recommends that if the bottom of the gate or fence rests on a non-solid surface like grass or gravel, that measurement should not exceed 2 inches.

How to Prevent a Child from Getting THROUGH a Pool Barrier

Preventing a child from getting through a pool barrier can be done by restricting the sizes of openings in a barrier and by using self-closing and self-latching gates.

To prevent a young child from getting through a fence or other barrier, all openings should be small enough so that a 4-inch diameter sphere cannot pass through. This size is based on the head breadth and chest depth of a young child.

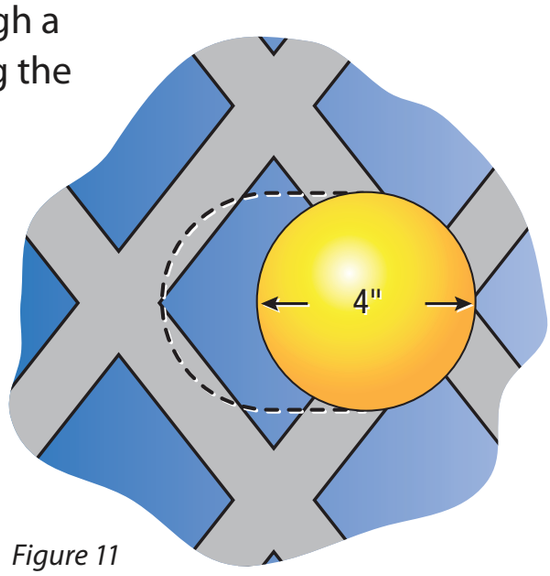
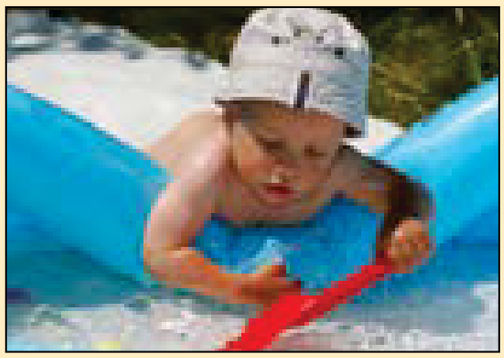


Figure 11

Portable Pools

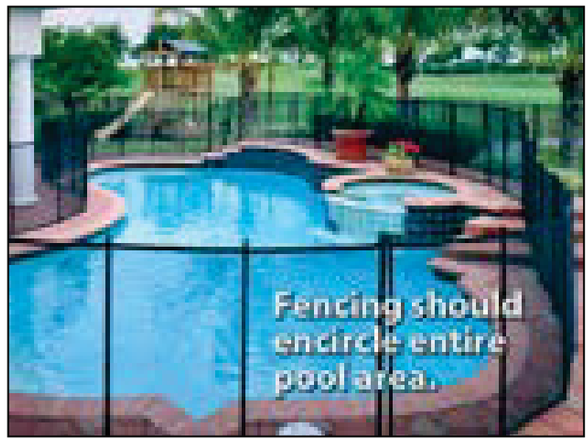


Portable pools are becoming more popular. They vary in size and height, from tiny blow-up pools to larger thousands-of-gallons designs. Portable pools present a real danger to young children.

Never leave children unsupervised around portable pools. It is recommended that portable pools be fenced, covered or emptied and stored away. Instruct neighbors, friends and caregivers about their presence and the potential dangers of a portable pool in your yard.

Removable Mesh Fences

Mesh fences are specifically made for swimming pools or other small bodies of water. Although mesh fences are meant to be removable, the safest mesh pool fences are locked into the deck so that they cannot be removed without the extensive use of tools.

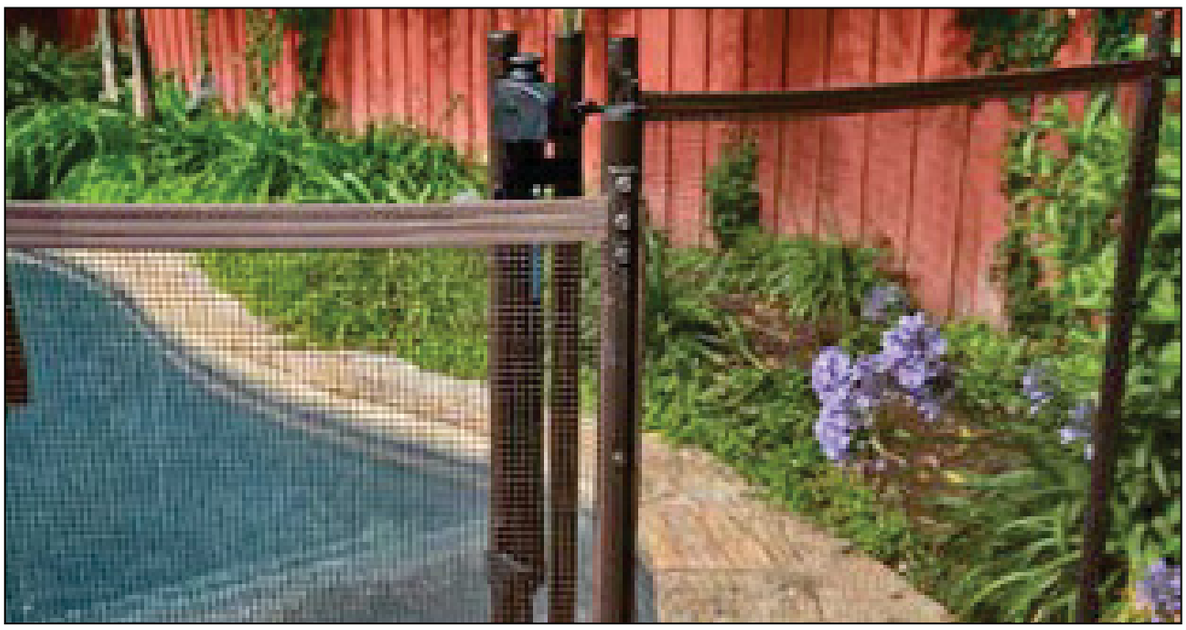


Like other pool fences, mesh fences should be a minimum of 48" in height. The distance between vertical support poles and the attached mesh, along with other manufactured factors, should be designed to hinder a child's ability to climb the fence. The removable vertical support posts should extend a minimum of 3 inches below grade and they should be spaced no greater than 40 inches apart. The bottom of the mesh barrier should not be more than 1 inch above the deck or installed surface.

For more information on Removable Mesh Fencing see ASTM standard F 2286 – 05.

Gates

There are two kinds of gates which might be found on a residential property: pedestrian gates and vehicle or other types of gates. Both can play a part in the design of a swimming pool barrier. All gates should be designed with a locking device.



Pedestrian Gates

These are the gates people walk through. Swimming pool barriers should be equipped with a gate or gates which restrict access to the pool.

Gates should open out from the pool and should be self-closing and self-latching. If a gate is properly designed and not completely latched, a young child pushing on the gate in order to enter the pool area will at least close the gate and may actually engage the latch.

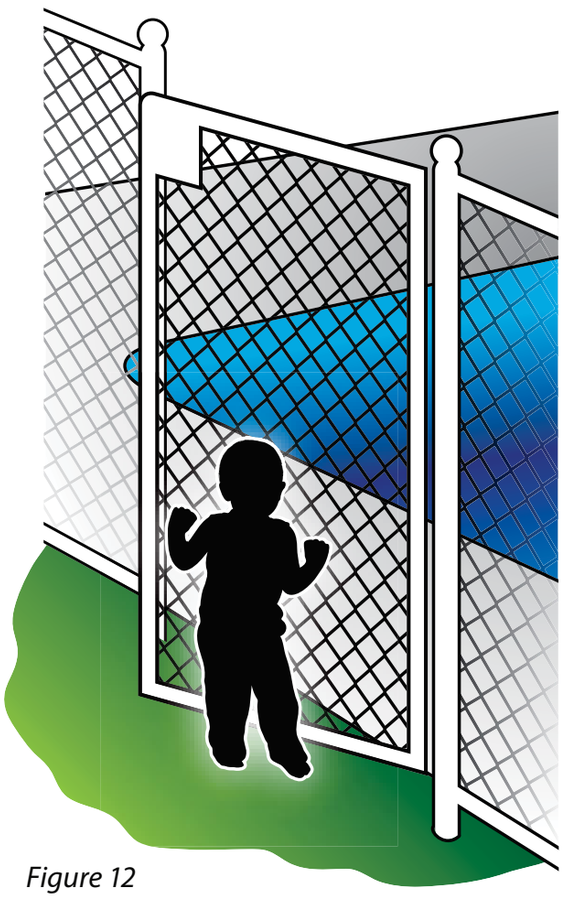


Figure 12

The weak link in the strongest and highest fence is a gate that fails to close and latch completely. For a gate to close completely every time, it must be in proper working order.

When the release mechanism of the self-latching device on the gate is less than 54 inches from the bottom of the gate, the release mechanism for the gate should be at least 3 inches below the top of the gate on the side facing the pool. Placing the release mechanism at this height prevents a young child from reaching over the top of a gate and releasing the latch.

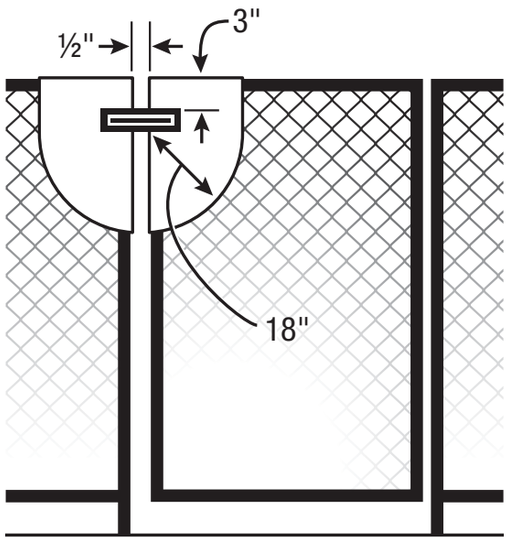
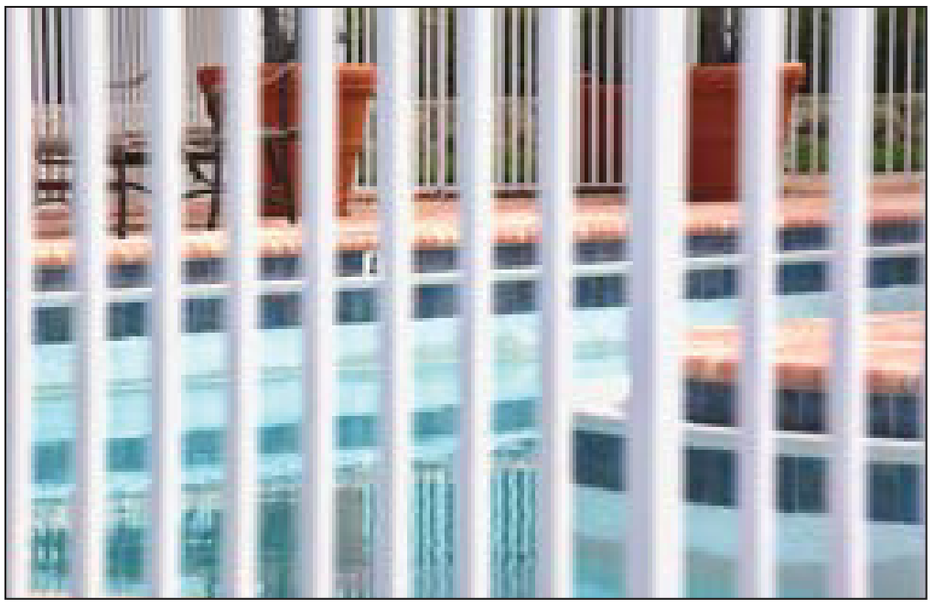


Figure 13

Also, the gate and barrier should have no opening greater than 1/2 inch within 18 inches of the latch release mechanism. This prevents a young child from reaching through the gate and releasing the latch.

All Other Gates (Vehicle Entrances, Etc.)

Other gates should be equipped with self-latching devices. The self-latching devices should be installed as described for pedestrian gates.



When the House Forms Part of the Pool Barrier

In many homes, doors open directly from the house onto the pool area or onto a patio leading to the pool. In such cases, the side of the house leading to the pool is an important part of the pool barrier. Passage through any door from the house to the pool should be controlled by security measures.

The importance of controlling a young child's movement from the house to pool is demonstrated by the statistics obtained in CPSC's submersion reports. Residential locations dominate in incidents involving children younger than 5 accounting for 85% of fatalities and 54 percent of injuries (from *CPSC's 2012 Pool and Spa Submersion Report, see page 3).*

Figure 14

Door Alarms

All doors that allow access to a swimming pool should be equipped with an audible alarm which sounds when the door and/or screen are opened. Alarms should meet the requirements of *UL 2017 General-Purpose Signaling Devices and Systems, Section 77* with the following features:

- Sound lasting for 30 seconds or more within 7 seconds after the door is opened.
- The alarm should be loud: at least 85 dBA (decibels) when measured 10 feet away from the alarm mechanism.
- The alarm sound should be distinct from other sounds in the house, such as the telephone, doorbell and smoke alarm.
- The alarm should have an automatic reset feature to temporarily deactivate the alarm for up to 15 seconds to allow adults to pass through house doors without setting off the alarm. The deactivation switch could be a touchpad (keypad) or a manual switch, and should be located at least 54 inches above the threshold and out of the reach of children.

Self-closing doors with self-latching devices could be used in conjunction with door alarms to safeguard doors which give access to a swimming pool.

Pet or Doggy Doors

Never have a pet or doggy door if the door leads directly to a pool or other backyard water. An isolation barrier or fence is the best defense when pet doors are installed. Remember, pet door openings, often overlooked by adults, provide curious children with an outlet to backyard adventure. Locking these doors is not sufficient and could lead to accidents and tragedies. Children regularly drown in backyard pools, which they were able to access through pet doors. Some municipalities have building codes that prohibit doggy doors in homes with pools unless there is an isolation fence around the pool.

Power Safety Covers

Power safety covers can be installed on pools to serve as security barriers, especially when the house serves as the fourth wall or side of a barrier. Power safety covers should conform to the specifications in the *ASTM F 1346-91 standard*, which specifies safety performance requirements for pool covers to protect young children from drowning.

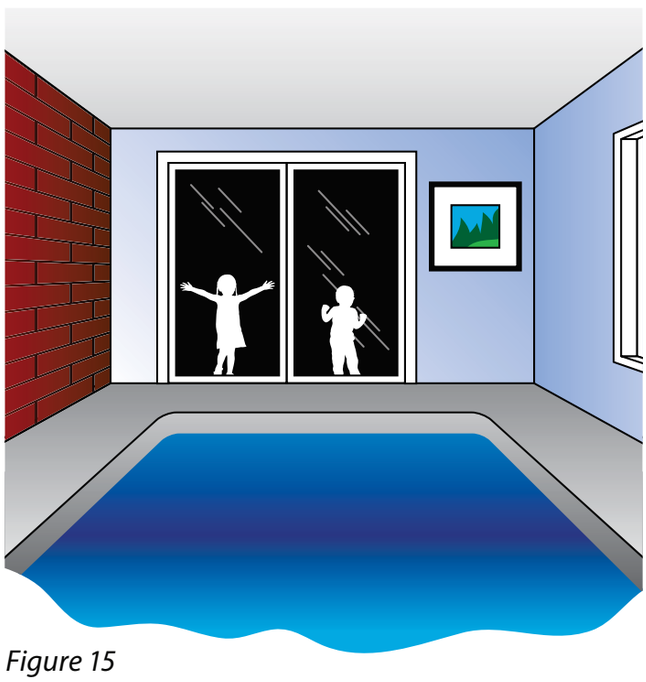


Figure 15

Indoor Pools

When a pool is located completely within a house, the walls that surround the pool should be equipped to serve as pool safety barriers. Measures recommended for using door alarms, pool alarms and covers where a house wall serves as part of a safety barrier also apply for all the walls surrounding an indoor pool.

Barriers for Residential Swimming Pool, Spas, and Hot Tubs

The preceding explanations of CPSC's pool barrier guidelines were provided to make it easier for pool owners, purchasers, builders, technicians, and others to understand and apply the guidelines to their particular properties or situations. Reading the following guidelines in conjunction with the diagrams or figures previously provided may be helpful. For further information, consult your local building department or code authority.

Outdoor Swimming Pools

All outdoor swimming pools, including inground, above ground, or onground pools, hot tubs, or spas, should have a barrier which complies with the following:

1. The **top of the barrier** should be at least 48 inches above the surface measured on the side of the barrier which faces away from the swimming pool (figure 1).
2. The maximum **vertical clearance between the surface and the bottom of the barrier** should be 4 inches measured on the side of the barrier which faces away from the swimming pool. In the case of a non-solid surface, grass or pebbles, the distance should be reduced to 2 inches, and 1 inch for removable mesh fences (figures 1 and 10).
3. Where the top of the **pool structure is above grade or surface**, such as an above ground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier should be 4 inches (figure 9).
4. **Openings in the barrier** should not allow passage of a 4-inch diameter sphere (figure 11).
5. **Solid barriers**, which do not have openings, such as a masonry or stone wall, should not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints (figure 2).
6. Where the barrier is composed of **horizontal and vertical members** and the distance between the bottom and top horizontal members is less than 45 inches, the horizontal members should be located on the swimming pool side of the fence (figure 3).
7. **Spacing between vertical members** should not exceed 1¾ inches in width. Where there are decorative cutouts, spacing within the cutouts should not exceed 1¾ inches in width (figure 4).
8. **Maximum mesh size for chain link fences** should not exceed 1¼ inch square unless the fence is provided with slats fastened at the top or the bottom which reduce the openings to no more than 1¾ inches (figures 5 and 6).
9. Where the barrier is composed of **diagonal members**, such as a lattice fence, the maximum opening formed by the diagonal members should be no more than 1¾ inches (figure 7).
10. **Access gates** to the pool should be equipped with a locking device. Pedestrian access gates should open outward, away from the pool, and should be self-closing and have a self-latching device (figure 12). Gates other than pedestrian access

gates should have a self-latching device. Where the release mechanism of the **self-latching device** is located less than 54 inches from the bottom of the gate,

(a) the release mechanism should be located on the pool side of the gate at least 3 inches below the top of the gate and

(b) the gate and barrier should have no opening greater than ½ inch within 18 inches of the release mechanism (figure 13).

11. Where a **wall of a dwelling** serves as part of the barrier, one of the following should apply:

    (a) **All doors with direct access to the pool** through that wall should be equipped with **an alarm** which produces an audible warning when the door and its screen, if present, are opened. Alarms should meet the requirements of *UL 2017 General-Purpose Signaling Devices and Systems, Section 77.* For more details on alarms, see page 13.

    (b) The pool should be equipped with a ***power safety cover*** which complies with ASTM F1346-91 listed below.

    (c) Other means of protection, such as **self-closing doors with self-latching devices**, are acceptable so long as the degree of protection afforded is not less than the protection afforded by (a) or (b) described above.

12. Where an **above ground pool structure is used as a barrier** or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps (figure 8a), then

    (a) **the ladder** to the pool or steps should be capable of being secured, locked or removed to prevent access (figure 8b), or

    (b) **the ladder or steps should be surrounded by a barrier** (figure 8c). When the ladder or steps are secured, locked, or removed, any opening created should not allow the passage of a 4 inch diameter sphere.

For more information on

Fencing:

- **ASTM F 1908-08** *Standard Guide for Fences for Residential Outdoor Swimming Pools, Hot Tubs, and Spas:* http://www.astm.org/Standards/F1908.htm
- **ASTM F 2286-05** *Standard Design and Performance Specifications for Removable Mesh Fencing for Swimming Pools, Hot Tubs, and Spas:* http://www.astm.org/Standards/F2286.htm

Covers:

- **ASTM F 1346-91** *Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs:* http://www.astm.org/Standards/F1346.htm

Note: ASTM Standards are available for a fee. You may want to contact a pool contractor.

And:

- **ASTM Standards**, contact ASTM online at: http://www.astm.org/CONTACT/index.html
- **UL** (Underwriters Laboratories) Relevant Pool and Spa Standards http://www.ul.com/global/eng/pages/, look for Life Safety and Security Product

Pool simple steps save lives SAFELY

CPSC's ***Pool Safely: Simple Steps Save Lives*** **campaign** provides advice and tips on drowning and entrapment prevention. Installing barriers is just one of the *Pool Safely* Simple Steps for keeping children safe around all pools and spas. Here are others:

Rule # 1: Never leave a child unattended around a pool, spa, bath tub, or any body of water.

At pools, spas, and other recreational waters:

- Teach children basic water safety skills.
- Learn how to swim and ensure your children know how to swim as well.
- Avoid entrapment by keeping children away from pool drains, pipes, and other openings.
- Have a phone close by at all times when visiting a pool or spa.
- If a child is missing, look for them in the pool or spa first, including neighbors' pools or spas.
- Share safety instructions with family, friends, babysitters, and neighbors.

If you have a pool:

- Install a 4-foot fence around the perimeter of the pool and spa, including portable pools.
- Use self-closing and self-latching gates; ask neighbors to do the same if they have pools or spas.
- If your house serves as the fourth side of a fence around a pool, install and use a door or pool alarm and/or a pool or spa cover.
- Maintain pool and spa covers in good working order.
- Ensure any pool or spa you use has anti-entrapment safety drain covers; ask your pool service representative if you do not know.*
- Have life saving equipment such as life rings, floats or a reaching pole available and easily accessible.

**The Virginia Graeme Baker Pool & Spa Safety Act, a federal law, requires all public pools and spas to have anti-entrapment drain covers and other devices, where needed. Residential pools are not required to install these but it is recommended that they do so.*

Visit **www.PoolSafely.gov** for more information. See CPSC's latest submersion reports: *Submersions Related to Non-pool and Non-spa Products, 2012* and *Pool and Spa Submersion Report, 2012*.

U.S. Consumer Product Safety Commission
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Publication 362 (08/12)

Exhibit "A-2"

GUIDELINES FOR ENTRAPMENT HAZARDS:

Making Pools and Spas Safer

U.S. Consumer Product
Safety Commission
Washington, DC 20207

Pub. No. 363
009801

U.S. CONSUMER PRODUCT SAFETY COMMISSION
WASHINGTON, D.C. 20207

Dear Colleague:

Pools and spas are places we use for sports, recreation and exercise. They should be as safe as possible. Unfortunately, each year people are injured at public and private pools and spas.

The good news is that we know how to eliminate many of the hazards that commonly result in injury or death. CPSC created these pool and spa guidelines to help identify and eliminate dangerous entrapment hazards.

The guidelines are intended for use in building, maintaining and upgrading both public and private pool and spa facilities. Some of the information is quite technical and will be of interest primarily to the pool or spa professional.

But much of the information is of value for the general public concerned with promoting greater safety at public facilities or at their own homes. Every individual who has any responsibility for the safety of adults or children at a pool, wading pool, spa or hot tub should read the "Pool and Spa Entrapment Hazards Checklist" on p. 15 in the guidelines.

Let's work together to make America's pools and spas as safe as we can.

Sincerely,

Ann Brown
Chairman

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Part 1

INTRODUCTION

These guidelines provide safety information that will help identify and address potential entrapment hazards in swimming pools, wading pools, spas, and hot tubs. They address the hazards of evisceration/disembowelment, body entrapment, and hair entrapment/entanglement. These guidelines are intended for use in building, maintaining and upgrading public and private pools and spas. They are appropriate for use by parks and recreation personnel, public health organizations, equipment purchasers and installers, owners, inspection officials, and others who are responsible for pool and spa safety.

The U.S. Consumer Product Safety Commission (CPSC) identified the need for guidelines during a Chairman's Roundtable on Swimming Pool and Spa Entrapment, held in July 1996 at the CPSC headquarters. The CPSC has issued these guidelines as recommendations; they are not intended as a CPSC standard or mandatory requirement.

These guidelines are based on information provided to the CPSC by the National Spa & Pool Institute (NSPI), the National Swimming Pool Foundation (NSPF), swimming pool and spa equipment suppliers, maintenance firms, state health officials and voluntary standards organizations. Appendix A contains general information and descriptions on the layout, design, installation and maintenance for swimming pools and spas. Several voluntary standards are currently in existence for pool and spa construction and equipment. These are referenced in Appendix B. These voluntary standards contain more technical requirements and specifications than CPSC's guidelines and are primarily intended for use by designers, builders, equipment installers, and manufacturers.

In these guidelines, the term "public pool and spa" refers to facilities intended for use by the public in such areas as parks, hotel/motel facilities, institutions, multiple family dwellings, resorts and recreational developments, and other areas of public use. The term "residential pool and/or spa" refers to a pool or spa located within the confines of a residential property and intended for the private use of the owner and/or the home's occupants. A glossary of other terms used in these guidelines and/or by pool professionals can be found in Appendix C.

The Commission believes that these guidelines can reduce the possibility of evisceration, body entrapment and hair entrapment/entanglement, which can have life-threatening consequences. However, these guidelines do not contain all possible approaches for addressing the identified hazards. Other alternatives, not presented here, may be acceptable.

Part 2

WHY THE GUIDELINES WERE DEVELOPED

Although current codes and standards for pools and spas contain requirements to prevent evisceration, body entrapment, and hair entrapment/entanglement, incidents and deaths continue to occur.

2.1 Pool and Spa Entrapment Injuries

Evisceration/Disembowelment

Fifteen incidents of evisceration/disembowelment were reported to CPSC between 1980 and 1996. CPSC is not aware of any associated deaths, but the injuries are irreversible and have a devastating effect on the victim's future health and development.

The typical scenario leading to disembowelment involves a young child, 2 to 6 years old, who sits on the uncovered drain of a public wading pool. The incidents occur primarily in public wading pools where a floor drain cover is broken or missing, although there is an indication that one case may have involved an open top skimmer. Young children have access to the bottom drain in wading pools because of the shallow water. Generally, drains are equipped with anti-vortex covers whose domed shape prevents sealing of the pipe opening by the body. However, if the cover or grate is unfastened, broken or missing, the potential for an incident exists. When the child's buttocks cover the drain opening, the resulting suction force can eviscerate the child through the ruptured rectum. A small change in pressure is sufficient to cause such injury extremely quickly (Ref. 2).

Body Entrapment

CPSC is aware of nine cases of body entrapment, including seven confirmed deaths, between January 1990 and May 1996. The deaths were the result of drowning after the body, or a limb, was held against the drain by the suction of the circulation pump (Ref. 1). Six of the incidents occurred in spas, two of the incidents occurred in swimming pools and one occurred in a wading pool. In one case, a 16-year-old girl became trapped on a 12" by 12" flat drain grate in a large public spa and died.

These incidents primarily involve older children (8 to 16 years of age), with an average age of about 10 years. In some of the cases, it appears that the child was playing with the open drain, including inserting a hand or foot into the pipe, and then became trapped by the resulting suction. There are potentially many different circumstances of design and maintenance that can produce the conditions for the hazard. Body entrapment cases can occur in either pools or spas. The scenarios suggest that any open drain, or any flat grating that the body can cover complete-

ly, coupled with a plumbing layout that allows a buildup of suction if the drain is blocked, presents this hazard. Depending upon the layout, the result may be a single bottom drain becoming the sole inlet to the pump, and this condition becomes dangerous if there is an inadequate or missing drain cover.

Hair Entrapment/Entanglement

CPSC is aware of 30 reported incidents in spas and hot tubs since 1990, of which 10 resulted in drowning deaths, as a result of long hair becoming entangled in the drain grates (Ref. 1).

Typically, these incidents involve females with long, fine hair, who are underwater with their head near a suction inlet. The water flow into the inlet sweeps the hair into and around the outlet cover, and the hair becomes entangled in and around holes and protrusions in the cover. Entrapment occurs because of the tangling, and not necessarily because of strong suction forces. These cases most often occur in spas, including hot tubs.

Since about 1982, industry voluntary standards for spas and hot tubs require that drain covers be certified for use at a maximum flow rate. It is difficult, however, to determine actual flow rates in custom-built spas, and thus to know if spas are equipped with the proper fitting to prevent hair entanglement. Fittings available on the market since 1982 are believed to be manufactured to provide anti-vortex protection (to prevent body entrapment) and hair entrapment/entanglement protection.

2.2 Codes and Standards

Several voluntary standards currently in existence for swimming pool and spa construction and equipment are referenced in Appendix B. The requirements in these standards may have been adopted by state or local building codes. Check with your local authorities to determine what the specific requirements are in your community. Many communities also require inspections of new and existing facilities before they are opened to the public. These inspections involve the general pool filtration system (pumps, filters, skimmers), drain covers as well as the bathhouse and concession facilities. Periodic inspections during the operating season of the facility may also occur to ensure that the facility is properly operated and maintained according to local regulations.

While the voluntary standards address new construction, these guidelines were developed to address potential entrapment hazards that primarily exist with older pools and spas that were built prior to the effective date of the relevant standard.

Part 3

EXPLANATION OF GUIDELINES FOR ADDRESSING POTENTIAL ENTRAPMENT HAZARDS

Guideline #1

If the pool, spa, or hot tub has a single drain, with or without a skimmer, consider taking one or more of the following actions:

a. Rework the drain system to include a minimum of two drains per pump. This option should be strongly considered for wading pools.

b. If applicable, lock the valves for the drain and skimmer in the open position to prevent the drain from becoming a sole source of suction.

c. Install a secondary back-up system (e.g., an intervening switch) which shuts down the pump when a blockage is detected.

Information on Guideline #1

Option a:

Rework the drain system to include a minimum of two drains per pump.

Rationale for Option a: Young children can easily access the drain in public wading pools because of the shallow water depth of these pools. Young children may be attracted to the water flow around the drain. If the drain cover is missing or broken, the potential for a disembowelment injury exists.

Information on Option a: There are two main approaches to address option a. These are use of multiple drains or channels, and gravity feed or vent stacks. These are discussed below:

Multiple Drain and Channel Systems

Your pool maintenance professional may recommend completely reworking the suction drain system. This may involve a major construction effort around the drain section of the pool and could involve providing a second suction drain or a larger suction area to prevent entrapment by an existing single drain configuration. **This option should be strongly considered in the case of wading pools because of the ease with which young children have access to the drain**

cover. Additionally, a channel type drain could be installed in such a way as to prevent the "trapping off" or blockage of the main drain.

The principle behind installing a multiple drain system is to prevent a single drain opening from becoming the sole inlet to the suction side of the pump. The installation of at least an additional drain effectively divides the suction between the drains, provided the piping is the same diameter and the "tee" is placed midway between the drains (Figure 4a in Appendix A).

The state of North Carolina currently requires a minimum of two main drains per pump in the construction of new wading pools and is requiring that existing wading pools be retrofitted to meet a two outlet per pump minimum requirement. The state is accepting a single drain and skimmer line combination as long as neither can be isolated. A point of contact for further information on the implementation and success of this requirement is:

James Hayes of the N.C. *Department of Environmental Health and Natural Resources*, (919) 715-0924.

Alternatively, a channel type drain could be installed in such a way as to prevent the "trapping off" or blockage of the main drain (Figure 4b in Appendix A). The channel, possibly retrofitted onto either or both sides of a 12" x 12" grate, would provide a larger surface area to maintain the desired flow without creating an entrapment hazard since it would be difficult to completely seal or trap off. CPSC is aware of a limited number of facilities which incorporate this kind of design. The grating incorporates a "snap out" feature which addresses the hazard associated with hair entrapment/entanglement.

Assessment of Multiple Drain and Channel Systems

Either a multiple drain or channel system can greatly reduce the likelihood of body entrapment and subsequent drowning. In tests conducted by the National Swimming Pool Foundation (NSPF) on a multiple drain system, preliminary results indicate that no vacuum was available at the blocked drain. The lack of an appreciable vacuum would eliminate the body and hair entrapment injuries and deaths associated with suction at the drain outlets. The effectiveness of these proposals against disembowelment injuries is not as clearly understood because of the lack of data surrounding the pressure differential required to cause such injury and the duration of exposure to the available suction. The disembowelment injuries are believed to occur "almost instantaneously" at a small pressure differential. Whether that small differential is present in a multiple drain system has not yet been established. The incorporation of a channel, which cannot be completely sealed by a single person, may be the best approach in preventing disembowelment injuries since the child would not be subjected to the full suction of the pump, unless the channels became blocked.

Gravity Feed and Vent Stack Systems

One system, currently in use in Florida, is a gravity feed system. A separate tank collects water by means of gravity and the suction pumps are then plumbed to the tank (Figure 5a in Appendix A). This method of circulating, filtering, and/or heating and jetting the pool water removes the direct suction from the pool main drains and skimmers and applies it to the tank, which is generally not occupied. A point of contact for further information on the implementation of this system is:

Robert S. Pryor of the *Florida Department of Health and Rehabilitative Services*, (904) 487-0004.

The use of a vent stack or stacks may remove suction from the main drain or skimmer in case a blockage should occur. The stack would be connected to the main suction line between the drain and the pump and would be open to the atmosphere (Figure 5b in Appendix A). The laws of physics require the vent stack to fill with water to a level equal to that of the pool. Should the drain become clogged or obstructed, the pump begins to draw on the water from the vent stack until air is introduced to the system and the suction is broken. A point of contact for further information on the implementation of this proposal would be:

Carvin DiGiovanni, of the *National Spa and Pool Institute*, (703) 838-0083

Assessment of Gravity Feed and Vent Stack Systems

The use of these gravity systems may reduce the likelihood of suction entrapment and subsequent drowning. The effectiveness of these proposals against disembowelment injuries is not known because of the lack of data surrounding the pressure differential required to cause such an injury. There are some additional concerns surrounding the use of the gravity feed and vent stack systems. It may be difficult to keep the collector surge tank and the vent stack system clean of algae and other biological contaminants. Also, there would be no indication if the vent stack system were to became blocked. Should the vent become obstructed, the safety system would be rendered ineffective.

Option b: If applicable, lock the valves for the drain and skimmer in the open position to prevent the drain from becoming a sole source of suction.

Rationale for Option b: Valves to the skimmers should *always* remain in the open position to ensure that water flow from the pool and/or spa is never solely from the main drain.

Information on Option b: There are various configurations for plumbing a pool and/or spa as shown in Figures 1 and 2 of Appendix A. Configurations which manifold or valve the skimmers, main drain, and vacuum lines (if provided) present a potential risk for creating a single isolated source of suction. Unless the pool is being vacuumed, at which time all but the vacu-

um valve are closed, the skimmer and main drain valves should remain in the open position. On motor-operated valve systems, these configurations can most likely be obtained with the push of a button. However, once the vacuuming operation is completed, the valves need to be returned to the normal operating position.

Assessment of Option b: While maintaining the valves in an open position to prevent isolation of single suction sources is desirable, there is no guarantee that the valves will remain in the "opened" position. As seen in many of the reported incidents, proper maintenance, or lack thereof, plays an important role in the entrapment scenario. Unless there is a locking mechanism (padlock, key, etc) that requires an intentional effort to reposition the valves, and the utility room housing the valves remains locked, the potential to reconfigure the water flow from the pool into a single suction source exists.

Option c: Install a secondary back-up system (e.g., an intervening switch) which shuts down the pump when a blockage is detected.

Rationale for Option c: Given the resources required to reconstruct the drain system, a secondary system that works with existing configurations may be desirable until the time and funds are available to make permanent renovations.

Information on Option c: A secondary back-up system may consist of an anti-vortex cover with an ASME/ANSI A112.19.8M rating (Appendix B), a large grate (exceeding 12"x 12") and/or some type of channeling too large to be sealed by a human body, a sensing device that detects an increased suction associated with blockage, or any combination of these. Systems are available that can sense a small increase in suction at the inlet to the pump and shut the power to the pump. By sensing an increase in vacuum, the devices trip electrical relays to the pump, which then removes the suction on the line.

Another form of intervention, which some states and the National Electrical Code (NEC) are considering, is an emergency cut-off switch located in view of the pool or spa. These switches are generally located in the electrical equipment room and are in the line-of-sight of the apparatus. A proposed revision to the NEC would require a cut-off switch in the line-of-sight of the pool or spa, possibly as close as 10 feet which would cut the power to the pump(s) in a life threatening situation. ***NOTE:*** *A cut-off switch should not be considered in lieu of the solutions previously discussed and should only be considered as a solution to be used in combination with any of the alternatives previously mentioned.*

Assessment of Option c: In the case of entrapment, the removal of the suction in the line can relieve the forces causing the entrapment, and therefore make rescue possible. However, if there is a check valve in the line that prevents the backflow of water, it may also prevent the relief of the suction and the vacuum forces may remain in place and impede rescue efforts.

In the case of disembowelment, as with the dual drain system, the amount of time between sensing the restricted flow, the shutdown of the pump(s), and the ultimate relief of the suction forces at the source of the blockage may not be fast enough to eliminate all disembowelment

injuries. The CPSC reviewed a device that senses interruptions in flow through the drain. The CPSC concluded that the device readily responds (within 1 second) to such interruptions and should therefore be effective in preventing entrapment drowning (not hair entanglements). However, due to the lack of physiological data it can not be concluded that the device will eliminate all disembowelments (Ref 2). The CPSC does believe, however, that injuries will be prevented simply because a child playing in the vicinity of the open drain fitting is likely to interrupt the flow and activate the switch before completely sealing the fitting. Further, CPSC believes this type of a device, while not a substitute for the anti-vortex covers required in the voluntary standards, is a reasonable back-up system in the event of improper maintenance or tampering with the drain cover. These intervention devices should be considered as an adequate retrofit to existing pools and spas where a single drain, or a drain that can become single upon activation of valves, exists. While it is understood the multiple drain configuration is a superior solution, a pool/spa owner is more likely to install an intervening system rather than renovate the pool/spa.

The proposal before the NEC to require an emergency cut-off switch near the swimming area should be effective in removing the suction force created by energized pumps. Because the activation of the cut-off switch requires the presence of at least one other person when the incident occurs, this option is not a satisfactory substitute for the other secondary solutions mentioned, although it is desirable in tandem with some other solution. The existence of a check valve in the line may prevent the relief of the suction and impede rescue efforts. Again, as with the multiple drain or sensing device proposals, the effectiveness of the switch to prevent disembowelment injuries cannot be determined due to the lack of data surrounding the pressure differential required to cause such an injury and the time required to activate the emergency cut-off switch.

Guideline #2:

If the drain cover is not an anti-vortex cover and/or does not display the appropriate mark - ings for maximum flow rate and labeling that indicate it has been tested to the ASME/ANSI voluntary standard, shut down the pump and replace the cover.

Information on Guideline #2

Rationale for Guideline #2: A qualified pool professional must determine if the flow rate through the fitting is adequately matched to the actual flow rate of the spa, hot tub or pool. If not, changes must be made to achieve this match.

Information on Guideline #2: Installers, owners, maintenance personnel, and inspectors should ensure that drain covers are manufactured and installed according to the latest specifications set forth by the ASME/ANSI A112.19.8M voluntary standard (Appendix B) for suction fittings. The standard requires that the cover material be tested for structural integrity. The cover also must be tested for hair entrapment/entanglement potential and is required to display a flow value in gallons per minute (GPM) that indicates the maximum flow rate at which the cover has been approved. The use of a cover under conditions where the maximum allowable flow rate is exceeded can lead to entrapment hazards. Portable spas (including hot tubs) manufactured after 1982 are likely to have drain suction fittings that are appropriately sized for the flow rate. Spas built on site may not have controls to guarantee that the suction cover is correctly matched with the pump to provide a rated flow appropriate for that cover. One possible response would be to provide a flow control valve that a qualified pool maintenance professional could set during installation to assure that the rated flow for the drain cover is not exceeded. During regular maintenance, the flow can be checked, and adjusted as necessary. Should a pump need to be replaced, the flow can again be determined and adjusted as needed.

Assessment of Guideline #2: A pool professional should inspect spas or hot tubs that were manufactured prior to 1982, or if there is a question about the drain cover currently installed. The pool professional should determine if the covers meet the safety requirements outlined in the appropriate ANSI/NSPI standard (Appendix B).

More information on the ASME/ANSI standard and the testing procedures can be obtained by contacting:

Dave Allen, *Chairman of the ASME/ANSI Subcommittee*, (714) 974-1920.

Information on the ANSI/NSPI standard can be obtained from:

Carvin DiGiovanni, *National Spa and Pool Institute*, (703) 838-0083.

Guideline #3

Develop a comprehensive maintenance program for each facility. A checklist is provided on page 15 to help implement this program. The maintenance program should address the following:

a. If the drain cover or grate is cracked or broken, immediately shut down the pump(s) and replace the grate or cover.

b. The covers should be anchored in accordance with the manufacturer's specifications and supplied parts (e.g., non-corrosive fasteners).

c. The practice of color coding and labeling plumbing and equipment should be incorporated into all facilities. The most important aspect of a labeling/coding program is to provide the location, identification, and marking of the On/Off switch for the circulation pump(s).

Information on Guideline #3

Rationale for Guideline #3: Inadequate maintenance of equipment and drain covers can lead to entrapment injuries. Because the safety of swimming pools, wading pools, and spas depends on good inspection and maintenance, the manufacturer's maintenance instructions and recommended inspection schedules should be strictly followed. Generally, all equipment, skimmers and drain covers should be inspected frequently for corrosion, deterioration, missing or broken parts, or any other potential hazards.

Information on Guideline #3: The frequency of thorough inspections will depend on the type of equipment to be inspected and the amount of its use. Inspectors should give special attention to moving parts, components that can be expected to wear, and drain covers. Trained personnel should conduct all inspections. Some manufacturers supply checklists for general and/or detailed inspections with their maintenance instructions. These should be used. A general checklist that may be used as a guide for frequent routine inspections of swimming facilities is included in these guidelines.

When installed and secured in accordance with the manufacturer's instructions, no fasteners used to affix drain covers should loosen or be removable without the use of tools. In addition, all fasteners should be corrosion resistant and should minimize the likelihood of corrosion to the materials they connect.

Public pool equipment rooms may color code the plumbing according to local code requirements. The coding and labeling can be helpful during maintenance procedures or during times of urgency, especially to those not familiar with the equipment.

Assessment of Guideline # 3: Inspections alone do not constitute a comprehensive maintenance program. All hazards or defects identified during inspections should be repaired prompt-

ly before opening the facility to the public. All repairs and replacements of equipment parts should be completed in accordance with the manufacturer's instructions.

A summary of these guidelines as well as a checklist to help identify potential entrapment hazards is provided on the following pages. It is suggested that these pages be prominently posted as a constant reminder to the pool staff to regularly check for potentially hazardous conditions. The checklist in these guidelines addresses potential entrapment hazards, but is not intended to provide a complete safety evaluation of equipment design and layout. Complete documentation of all maintenance inspections and repairs should be retained, including the manufacturer's maintenance instructions and any checklists used. A record of any accidents and injuries reported to have occurred at the facility should also be collected. This will help identify potential hazards or dangerous features that warrant attention.

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Part 4

GUIDELINES FOR ADDRESSING POTENTIAL ENTRAPMENT HAZARDS

Guideline #1

If the pool, spa, or hot tub has a single drain, with or without a skimmer, consider taking one or more of the following actions:

a. Rework the drain system to include a minimum of two drains per pump. This option should be strongly considered for wading pools.

b. If applicable, lock the valves for the drain and skimmer in the open position to prevent the drain from becoming a sole source of suction.

c. Install a secondary back-up system (e.g., an intervening switch) which shuts down the pump when a blockage is detected.

Guideline #2:

If the drain cover is not an anti-vortex cover and/or does not display the appropriate markings for maximum flow rate and labeling that indicate it has been tested to the ASME/ANSI voluntary standard, shut down the pump and replace the cover.

Guideline #3

Develop a comprehensive maintenance program for each facility. A checklist is provided on page 15 to help implement this program. The maintenance program should address the following:

a. If the drain cover or grate is cracked or broken, immediately shut down the pump(s) and replace the grate or cover.

b. The covers should be anchored in accordance with the manufacturer's specifications and supplied parts (e.g., non-corrosive fasteners).

c. The practice of color coding and labeling plumbing and equipment should be incorporated into all facilities. The most important aspect of a labeling/coding program is to provide the location, identification, and marking of the On/Off switch for the circulation pump(s).

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Part 5: Pool and Spa Entrapment Hazards Checklist

Pool Name: Location:	Date: Completed by:
	Pool Builder:

Items to be Checked in Filter Room and Pool Before Filling and After Periodic Maintenance and Cleaning Procedures
❒ Proper suction drain covers installed and inspected for breakage (main & wading pools)
❒ Suction drain covers firmly and properly affixed using manufacturer's recommended parts
❒ Proper return covers installed (main & wading pools)
❒ Skimmers checked (baskets, weirs, lids, & flow adjustors) for blockage
❒ All skimmer throats checked for blockage (main & wading pools)
❒ All valves and filter lines labeled and functional
❒ Vacuum covers or fittings in place (if applicable)
❒ Location of the On/Off switch to circulation pump clearly identified
❒ On/Off switch to circulation pump clearly labeled
Daily Checklist
❒ Main drain, vacuum, inlet covers and/or fittings in place, secured and unbroken (**hourly**) (main & wading pools)
❒ Skimmers checked (baskets, weirs, lids & flow adjustors) for blockage (**hourly**) (main & wading pools)
❒ Warning/alert signs in place around the pool with emergency instructions and phone numbers
❒ On/Off switch to pump clearly labeled and location of pump clearly identified

Part 6

REFERENCES

1. CPSC Memorandum to Troy Whitfield, “Hair Entanglement, Entrapment, and Disembowelment Associated with Spas, Swimming Pools, and Wading Pools Since January 1, 1990,” William Rowe, EHHA, October 25, 1996.

2. CPSC Memorandum to Ronald L. Medford, “Assessment of the Pool Pump Cutoff Device Presented by David Stingl,” Roy W. Deppa, P.E., Suad Nakamura, PhD., and William Rowe, March 12, 1996.

3. American National Standards Institute/National Spa & Pool Institute (ANSI/NSPI-1), “Standard for Public Swimming Pools,” Approved February 18, 1991 by ANSI.

4. American Society for Mechanical Engineering/American National Standards Institute (ASME/ANSI A112.19.8M - 1987), “Suction Fittings for Use in Swimming Pools, Wading Pools, Spas, Hot Tubs, and Whirlpool Bath Tub Appliances.”

5. Underwriters Laboratories Inc., (UL 1563), “Electric Spas, Equipment Assemblies, and Associated Equipment,” November 30, 1992.

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A1. GENERAL DESCRIPTION

A1.1 Layout and Design

Generally, public facilities provide separate swimming and wading pools. Wading pools afford infants, toddlers and pre-schoolers with a calm, shallow environment, away from the activities of the older, more established swimmers. Wading pools are generally shallow, ranging from about 6 inches to 12-18 inches in depth. The swimming pool, on the other hand, usually starts at about 2 to 3 feet in depth and can reach depths of 8 to 12 feet, depending upon the presence of diving boards. Because of the unique requirements and use of these two types of pools, in most cases, the equipment needed to circulate, filtrate and chlorinate the water consists of two separate, completely independent systems. The systems may or may not be located in the same equipment room.

Most residential pools and spas are smaller than public facilities because of use and space requirements and therefore use a single pump to circulate, filtrate and chlorinate the water. Where both a pool and spa are present, the system usually incorporates either multiple valves or a multiport valve to divert the water to accomplish various pool-related functions.

By arranging the valves (or the multiport valve setting) in various positions, the pool and/or spa can be drained, backwashed, normally filtered, or filtered before draining. The filter can be bypassed to obtain maximum circulation, or the valve can be closed by simply turning the handle. Additionally, spas normally incorporate a second pump or blower which provides forced air through holes in the floor, bubbler ring or hydrojets in the spa to create a high-velocity, turbulent stream of air-enriched water.

A1.2 Equipment

The equipment room houses the major components needed for the correct and healthy operation of the facility. The major components are a centrifugal pump, a filter, and a chlorinator or brominator. At facilities where spas exist, an air blower and a heater may also be present in the equipment room. The inlet side of the pump is attached to the main drain and skimmer plumbing lines, and removes water from the pool or spa. The rotating impeller creates pressure in the water and forces the water through the discharge connection back to the pool or spa.

The skimmers are located along the wall of the pool or spa and are used as a first stage filter to catch large floating debris. A basket or strainer within the skimmer holds the debris until it can be emptied. The flow of water through the skimmer and main drain is pumped through either a filter element, sand, or diatomaceous earth to remove any undissolved or suspended particles from the water. As the water is pumped back into the pool, it is treated with either Bromine (Br_2) or Chlorine (Cl_2) to chemically disinfect the water and eliminate any harmful bacteria.

If there is a spa at the facility, the equipment room would house a heater through which the water is pumped to be warmed to the desired temperature. Some spas also incorporate an air blower which injects air into the water stream to provide relaxing, therapeutic effects.

A2. INSTALLATION AND MAINTENANCE

A2.1 Plumbing

There are various approaches to plumbing a swimming pool, wading pool, and/or a spa. State or local codes may dictate the method employed by the contractor. Several plumbing options are depicted in Figure 1. As seen in Figure 1a, the main drain may be plumbed in parallel with the skimmer line so that a single pump provides the needed suction to properly filter the entire pool. In Figure 1b, the skimmer, main drain, and vacuum lines are valved (manifolded) at the pump so that the suction lines can be individually opened or closed. Figure 1c is similar to Figure 1b except that separate pumps that may or may not be tied together service the skimmer and main drain lines. Figure 2 shows some typical design options associated with spas. Notice that several pumps may be used in conjunction with air blowers to create the optimal bubbling effect in a spa, hot tub or whirlpool.

Public pool equipment rooms may color code the plumbing according to local code requirements. The coding and labeling can be helpful during maintenance procedures or during times of urgency, especially to those not familiar with the equipment. The pool designer's layout and installation diagrams, and any other materials generated concerning the plumbing installation, should be kept on permanent file.

A2.2 Drain Covers

There are two types of main drain covers: the grate and the anti-vortex cover.
Figure 3 depicts several of these covers. When properly installed, the covers should withstand the maximum anticipated forces generated by active use. Secure anchoring of the main drain cover and other suction ports is important in preventing suction-related injuries.

A2.3 Maintenance

Inadequate maintenance of equipment and drain covers can lead to pool injuries. Because the safety of swimming pools, wading pools, and spas depends on good inspection and maintenance, the manufacturer's maintenance instructions and recommended inspection schedules should be strictly followed. Generally, all equipment, skimmers and drain covers should be inspected frequently for corrosion, deterioration, missing or broken parts, or any other potential hazards.

FIGURE 1a. Main Drain and Skimmer Line

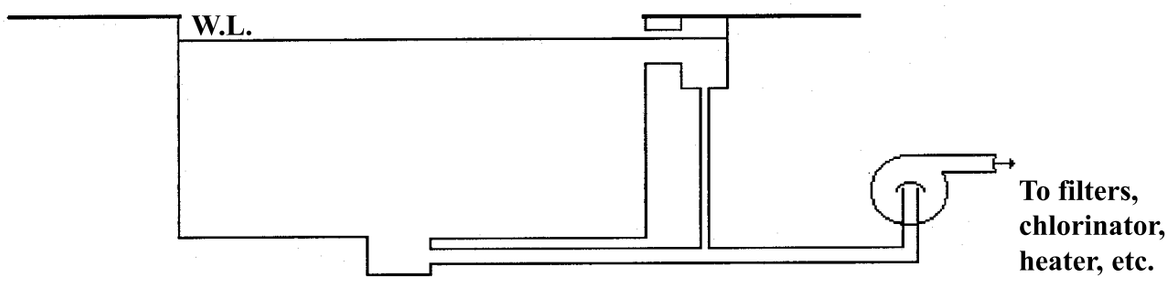


FIGURE 1b. Main Drain, Skimmer and Vacuum Lines

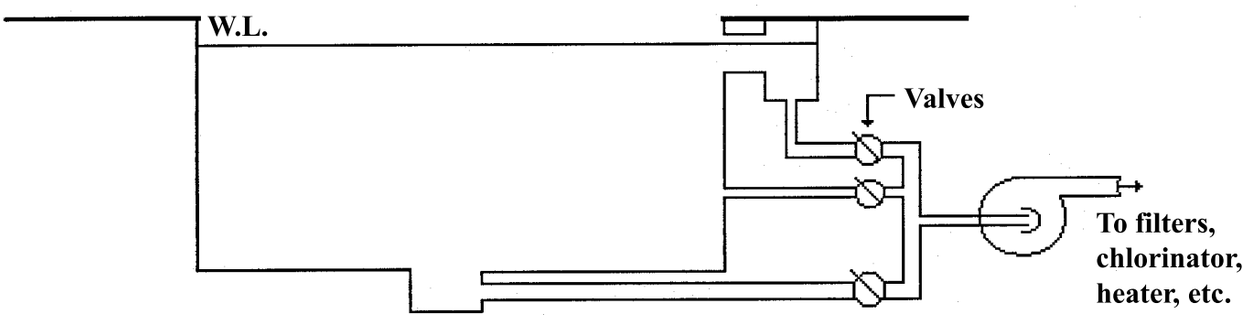


FIGURE 1c. Main Drain and Skimmer with separate pumps

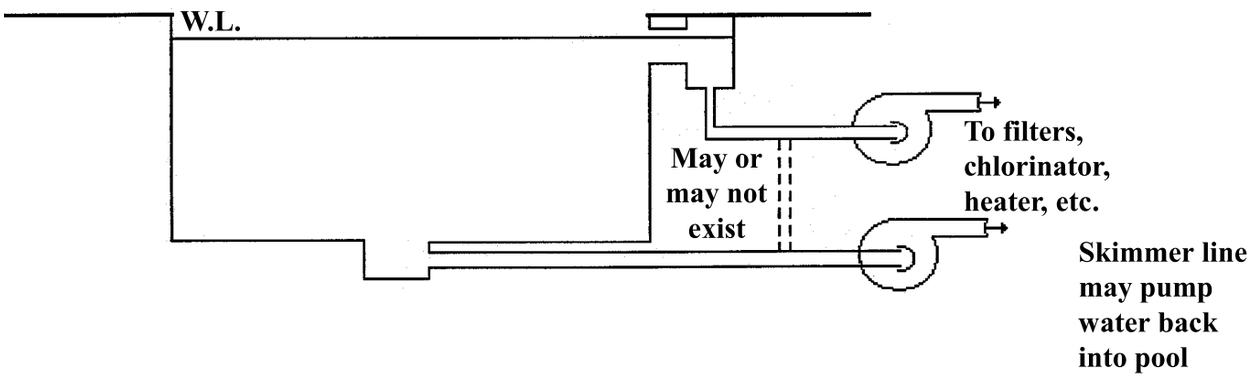


FIGURE 2a. Single Main Drain Configuration

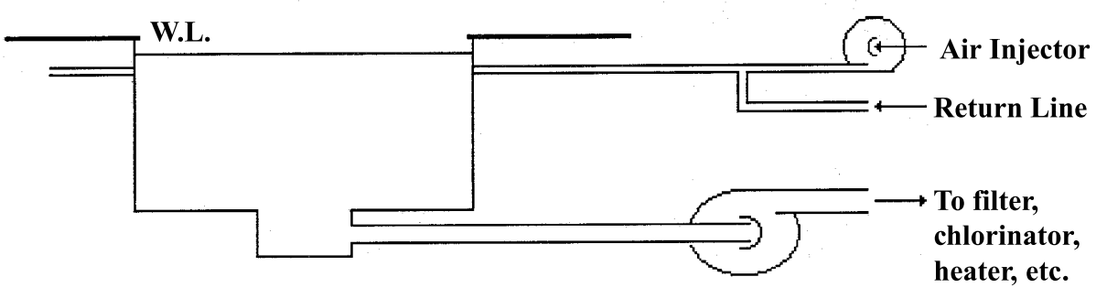


FIGURE 2b. Multiple Drain Configuration

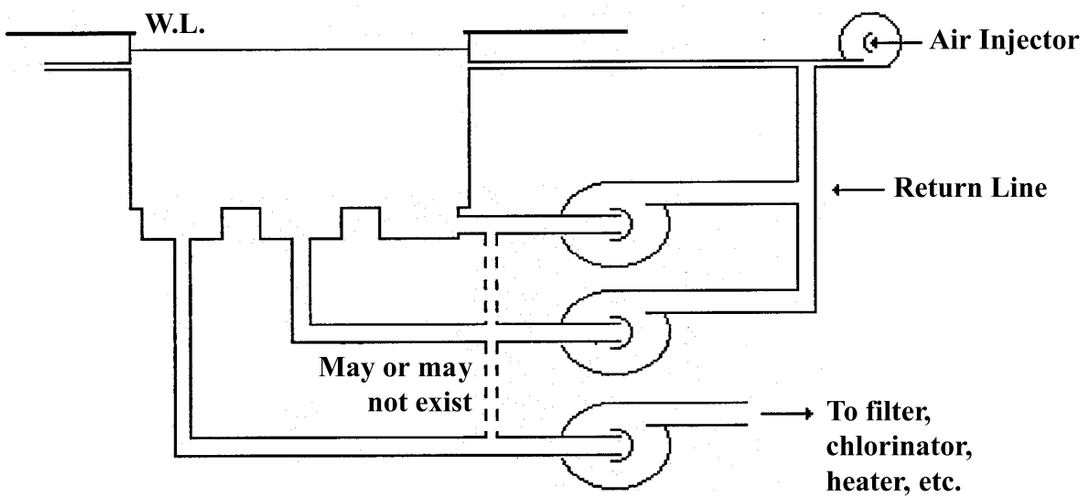


FIGURE 3a. One type of Anti-Vortex Drain Cover. ***Notice the top of the cover is domed.***

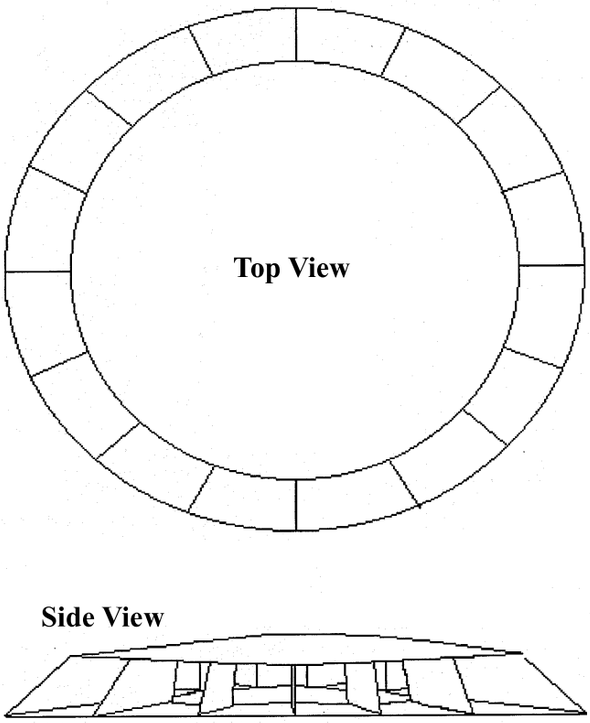


FIGURE 3b. Another type of design for Anti-Vortex Cover. ***Note again the domed top of the cover.***

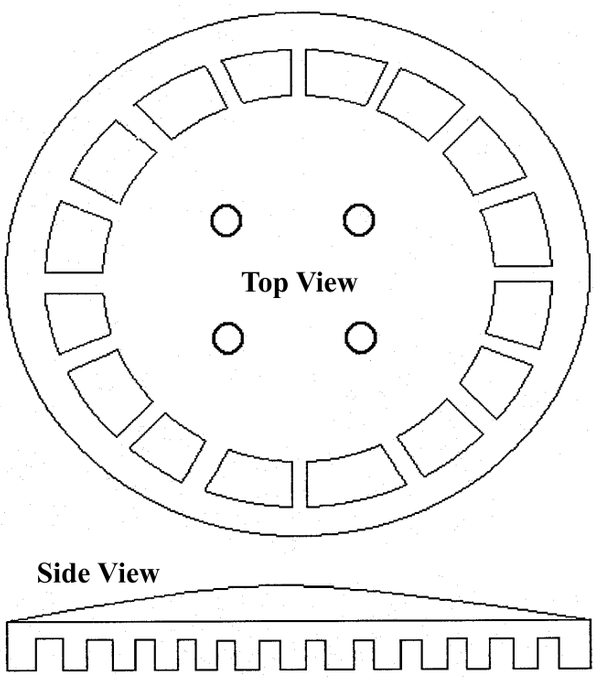
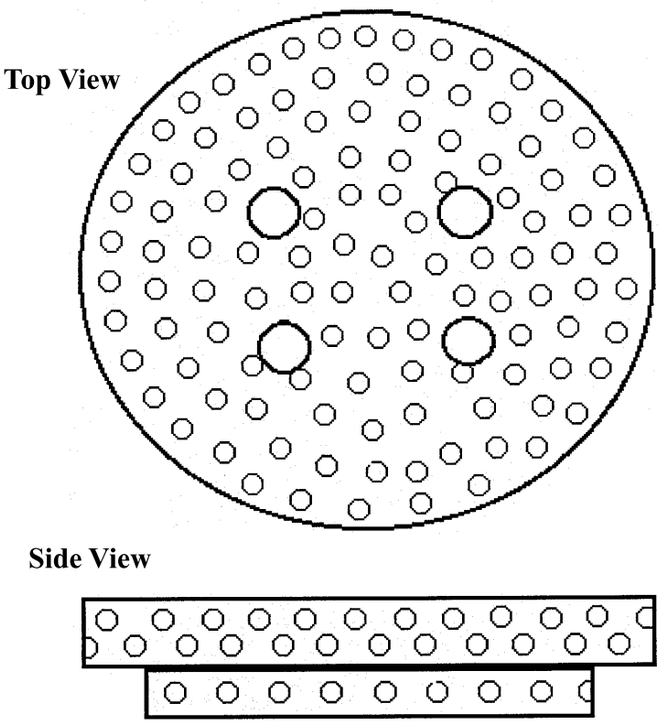


FIGURE 3c. Top and Side View of Suction Drain Cover. ***The top of the cover may or may not be domed.***



The necessary frequency of thorough inspections will depend on the type of equipment to be inspected and the amount of its use. Inspections should give special attention to moving parts, components that can be expected to wear, and drain covers. Trained personnel should conduct all inspections. Some manufacturers supply checklists for general or detailed inspections with their maintenance instructions. These should be used. A general checklist that may be used as a guide for frequent routine inspections of swimming facilities is included in these guidelines.

Inspections alone do not constitute a comprehensive maintenance program. All hazards or defects identified during inspections should be repaired promptly before opening the facility to the public. All repairs and replacements of equipment parts should be completed in accordance with the manufacturer's instructions.

In addition to this general maintenance inspection, more detailed inspections should be conducted regularly. The procedures and schedules for these detailed inspections will depend on the types of equipment, the level of use, and the local climate, as well as the maintenance instructions provided by equipment manufacturers. A qualified pool specialist should repair any damage or hazards detected during inspections in accordance with the manufacturer's instructions.

The checklist in these guidelines addresses potential entrapment hazards, but is not intended to provide a complete safety evaluation of equipment design and layout. Complete documentation of all maintenance inspections and repairs should be retained, including the manufacturer's maintenance instructions and any checklists used. A record of any accidents and injuries reported to have occurred at the facility should also be collected. This will help identify potential hazards or dangerous features that warrant attention.

A3. MANUFACTURE AND INSTALLATION

Installers, owners, maintenance personnel, and inspectors should ensure that drain covers are manufactured and installed according to the latest specifications set forth by the ASME/ANSI A112.19.8M voluntary standard (Appendix B) for suction fittings. The standard requires that the cover material be tested for structural integrity. The cover also must be tested for hair entrapment potential and is required to display a flow value in gallons per minute (GPM) that indicates the maximum flow rate at which the cover has been approved. The use of a cover under conditions where the maximum allowable flow rate is exceeded can lead to entrapment hazards.

When installed and secured in accordance with the manufacturer's instructions, no fasteners used to affix drain covers should loosen or be removable without the use of tools. In addition, all fasteners should be corrosion resistant and should minimize the likelihood of corrosion to the materials they connect.

During installation, care should be taken to select an appropriately sized pump that, when used with the suction drain fitting, provides the proper flow through that fitting. Failure to do so may result in an increased risk of hair entrapment.

A4. HAZARD IDENTIFICATION, RESOLUTION and RETROFITTING

If a potential entrapment hazard is identified, a qualified pool maintenance professional should be contacted immediately. The correction may be as simple as requiring the installation of approved fasteners (corrosion resistant screws) to the drain cover. More complicated corrections may be necessary, including redesigning the suction drain system to eliminate a single drain, single pump configuration, or incorporating a secondary safety device that either prevents the isolation of a single drain or detects an obstruction and disables the suction pumps.

The principle behind installing a multiple drain system is to prevent a single drain opening from becoming the sole inlet to the suction side of the pump. The installation of at least one additional drain effectively divides the suction between the two drains, provided the piping is the same diameter and the tee is placed midway between the drains (Figure 4a).

Additionally, a channel type drain could be installed in such a way as to prevent the "trapping off" or blockage of the main drain (Figure 4b). The channel, possibly retrofitted onto either or both sides of a 12" x 12" grate, would provide a larger surface area to maintain the desired flow without creating an entrapment hazard since it would be difficult to completely seal or trap off.

One system, currently in use in Florida, is a gravity feed system. A separate tank collects water by means of gravity and the suction pumps are then plumbed to the tank (Figure 5a). This method of circulating, filtering, and/or heating and jetting the pool water removes the direct suction from the pool main drains and skimmers and applies it to the tank, which is generally not occupied.

Similarly, the use of a vent stack or stacks may remove suction from the main drain or skimmer in case a blockage should occur. The stack would be connected to the main suction line between the drain and the pump and would be open to the atmosphere (Figure 5b). The laws of physics require the vent stack to fill with water to a level equal to that of the pool. Should the drain become clogged or obstructed, the pump begins to draw on the water from the vent stack until air is introduced to the system and the suction is broken.

Given the resources required to reconstruct the drain system, a secondary system that works with existing configurations may be desirable until the time and funds are available to make permanent renovations. Such systems may consist of an anti-vortex cover, a larger grate (exceeding 12"x12") and/or some type of channeling, too large to be sealed by a human body, a sensing device that detects an increased suction associated with blockage, or any combination of these.

FIGURE 4a. Dual Drain System

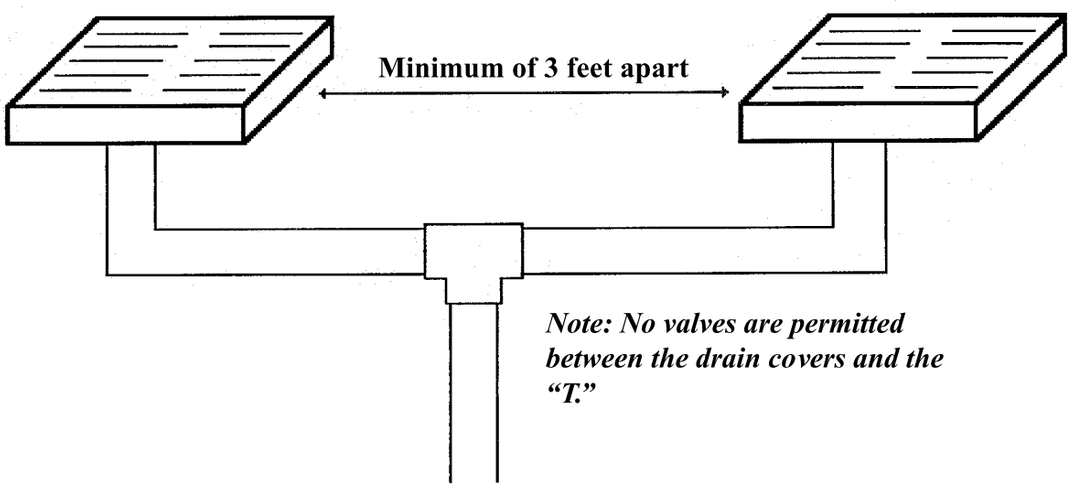


FIGURE 4b. Channel System

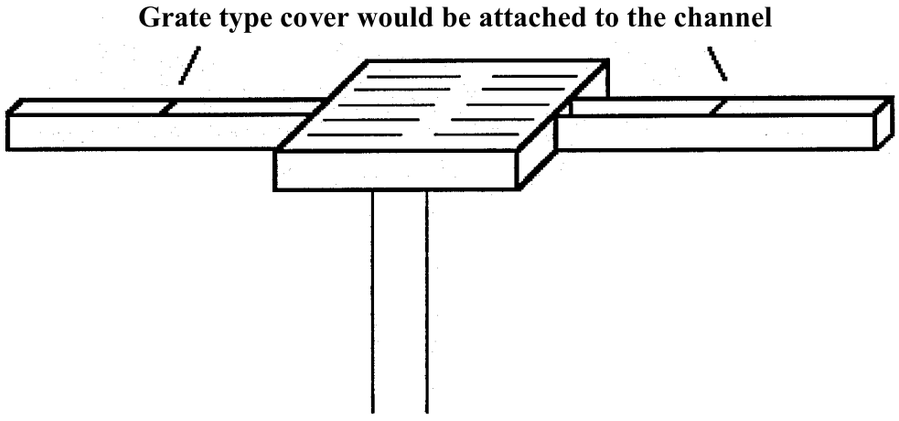


FIGURE 5a. Use of Gravity Feed System to Remove Direct Suction from the Main Drain.

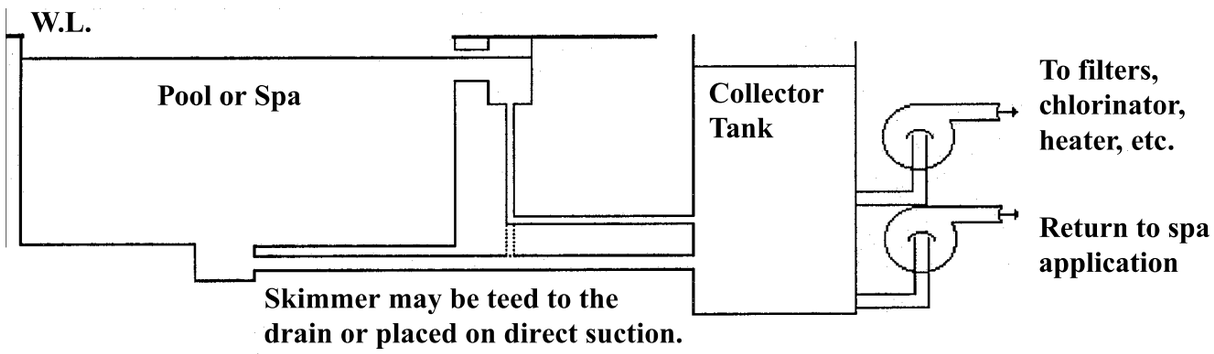
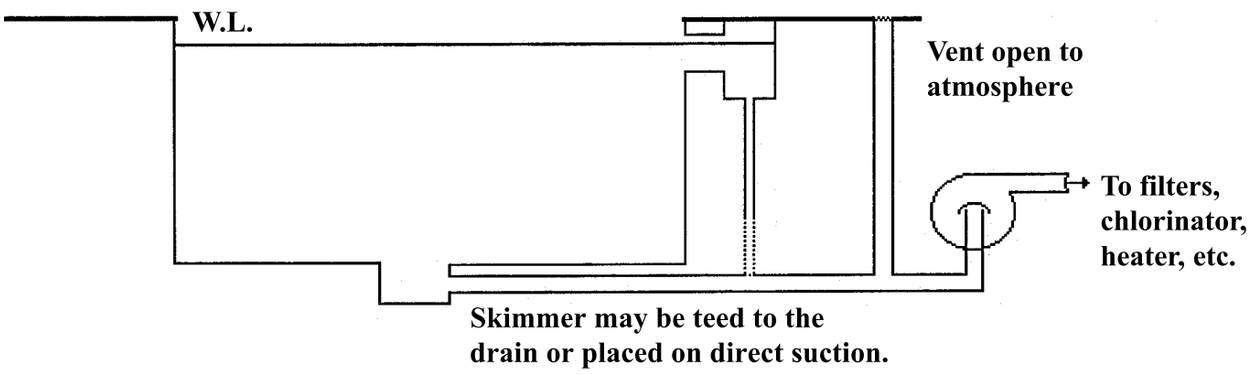
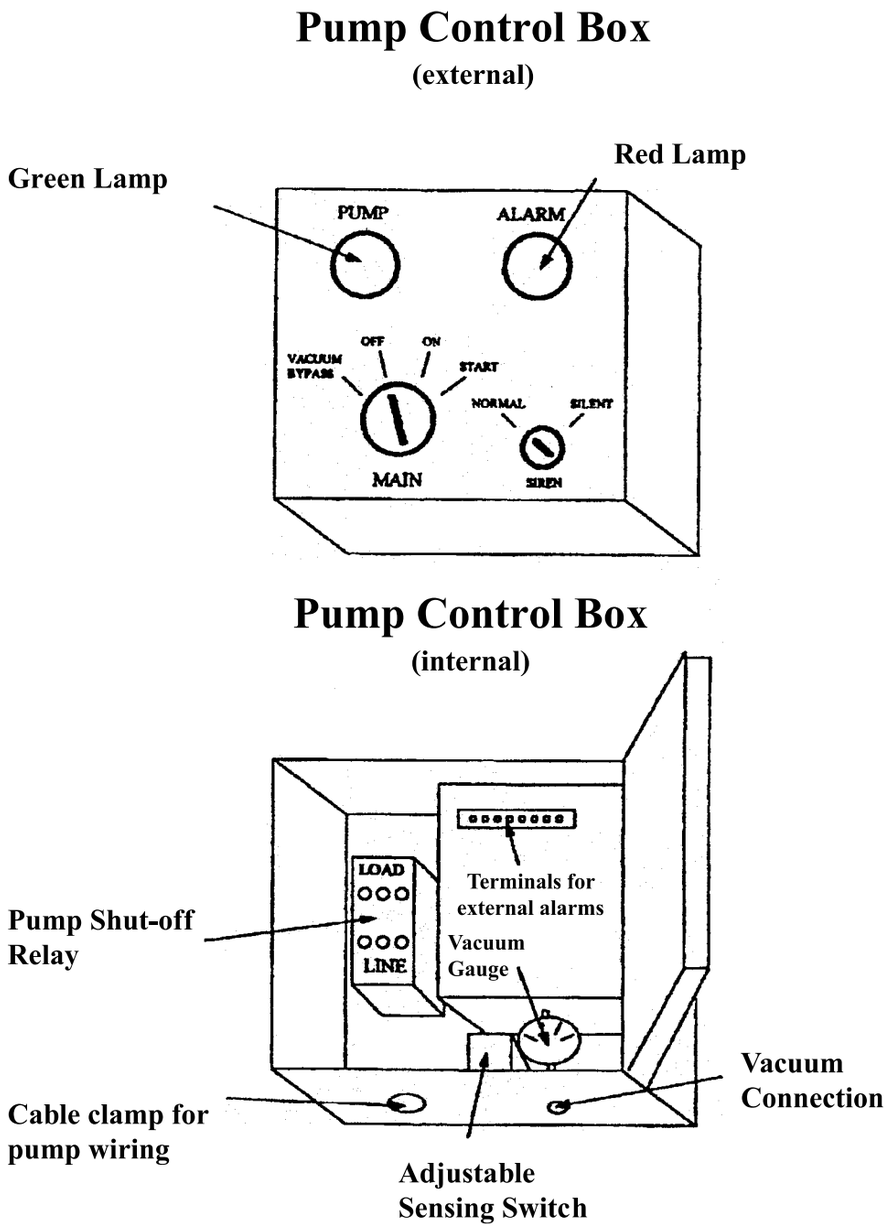


FIGURE 5b. Vent System to Relieve Suction at Main Drain.



There are available systems that can sense a small increase in suction at the inlet to the pump and shut the power to the pump (Figure 6). The increase in the suction could be caused by a blockage in the skimmer line, at the drain, in the suction line itself, or any combination of these. By sensing an increase in vacuum, the devices trip electrical relays to the pump, which then removes the suction on the line.

FIGURE 6. Diagram of an Intervention Device that Monitors Pump Vacuum.



Appendix B

Applicable Standards

Standard:

Suction Fittings for Use in Swimming Pools, Wading Pools, Spas, Hot Tubs and Whirlpool Bathtub Appliances, ASME/ANSI A112.19.8M.

Sponsored and Published by:

The American Society of Mechanical Engineers
United Engineering Center
345 East 47th Street
New York NY 10017

Standard:

The following are American National Standards for Pools and Spas;
ANSI/NSPI-1-1991 Standard for Public Swimming Pools
ANSI/NSPI-2-1992 Standard for Public Spas
ANSI/NSPI-3-1992 Standard for Permanently Installed Residential Spas
ANSI/NSPI-4-1992 Standard for Aboveground/onground Residential Swimming Pools
ANSI/NSPI-5-1995 Standard for Residential Swimming Pools
ANSI/NSPI-6-1992 Standard for Residential Portable Spas

Additionally,

NSPI-7 Standard for Workmanship (June 1996)

Sponsor:
National Spa and Pool Institute
2111 Eisenhower Avenue
Alexandria VA 22314
(703) 838-0083

Standard:

Standard for Electric Spas, Equipment Assemblies, and Associated Equipment, UL 1563.

Sponsor:

Underwriters Laboratories Inc.
1655 Scott Boulevard
Santa Clara CA 95050
(408) 985-2400

Appendix C

GLOSSARY

ANSI

American National Standards Institute.

ASME

American Society of Mechanical Engineers.

Anti-Vortex Cover

A drain fitting designed to prevent the circular or swirling motion of water that tends to form a vacuum or suction at the center and draws the body or hair into the drain pipe.

Backflow

The backing up of water through a pipe in the direction opposite to normal flow.

Ball Valve

A simple non-return valve consisting of a ball resting on a cylindrical seat within a liquid passageway.

Blower (Air)

An electrical device that produces a continuous rush of air to create the optimal bubbling effect in a spa, hot tub or whirl-pool. It is usually plumbed in with the hydrotherapy jets or to a separate bubbler ring.

Centrifugal Pump

A pump consisting of an impeller fixed on a rotating shaft and enclosed in a casing or volute and having an inlet and a discharge connection. The rotating impeller creates pressure in the water by the velocity derived from the centrifugal force.

Check Valve

A mechanical device in a pipe that permits the flow of water or air in one direction only.

Diverter Valve

A plumbing fitting used to change the direction or redirect the flow of water. Some diverter valves are used on pool/spa combinations to allow the use of the spa and then switch the flow back to the pool. This valve may also be referred to as an Ortega valve, a brand name.

Drain

This term usually refers to a plumbing fitting installed on the suction side of the deepest part of the pool, spa or hot tub. Main drains do not drain the pool, spa or hot tub, as a sink drain, but rather connect to the pump to allow for circulation and filtration.

Effluent

The water that flows out of a filter, pump, or other device.

Filter

A device that removes undissolved or suspended particles from water by recirculating the water through a porous substance (a filter medium or element). The three types of filters used in pools and spas are sand, cartridge and D.E. (diatomaceous earth).

Flow Rate

The quantity of water flowing past a designated point within a specified time, such as the number of gallons flowing past a point in one minute - abbreviated as GPM.

GPD

An abbreviation for gallons per day.

GPH

An abbreviation for gallons per hour.

GPM

An abbreviation for gallons per minute.

Gunite

A mixture of cement and sand sprayed onto contoured and supported surfaces to build a pool. Gunite is mixed and pumped to the site dry, and water is added at the point of application. Plaster is usually applied over the gunite.

Gutter

An overflow trough at the edge of the pool through which floating debris, oil, and other "lighter-than-water" things flow. Pools with gutters usually do not have skimmers.

Hot Tub

A spa constructed of wood with sides and bottom formed separately and joined together by hoops, bands or rods.

Hydrojet

A fitting in the pool or spa on the water return line from the equipment that blends or mixes air and water, creating a high-velocity, turbulent stream of air-enriched water.

IAPMO

International Association of Plumbing & Mechanical Officials.

Influent

The water entering the pump, the filter or other equipment of space. Water entering the pump is called the influent, while water exiting the pump is called the effluent.

Inlet

A fitting in the pool or spa on the water return line from the equipment where water returns to the pool. Usually the last thing on the return line.

Main Drain

A term usually referring to a plumbing fitting installed on the suction side of the pump in pools, spas and hot tubs. Sometimes referred to as the drain, it is located in the deepest part of the pool, spa or hot tub. It does not drain the pool, spa or hot tub, as a sink drain, but rather connects to the pump to allow for circulation and filtration.

Manifold

A branch pipe arrangement that connects several input pipes into one chamber or pump or one chamber onto several output pipes.

Multiport Valve

Also referred to as a rotary-type backwash valve, this valve can replace as many as six regular gate valves. Water from the pump can be diverted for various pool related functions such as, draining, backwashing, bypassing the filter for maximum circulation, normal filtration, filtering before draining, or the valve may be closed by simply turning the handle. (NOTE: The pump must be off before setting the valve position.)

NSPF

National Swimming Pool Foundation.

NSPI

National Spa and Pool Institute.

psi

An abbreviation for pounds per square inch.

Pump

A mechanical device, usually powered by an electric motor, which causes hydraulic flow and pressure for the purpose of filtration, heating and circulation of pool and spa water. Typically a centrifugal pump is used for pools, spas and hot tubs.

Pump Capacity

The volume of liquid a pump is capable of moving during a specific period of time. This is usually specified in GPM.

Pump Curve

Also called the pump performance curve. A graph that represents a pump's water flow capacity at any given resistance.

Rate of Flow

The quantity of water flowing past a designated point within a specified time, such as the number of gallons flowing past a point in one minute. This is usually abbreviated as GPM.

Shotcrete

A mixture of cement and sand sprayed onto contoured and supported surfaces to build a pool or spa. Shotcrete is premixed and pumped wet to the construction site. Plaster is usually applied over the shotcrete.

Skimmer

A device installed through the wall of a pool or spa that is connected to the suction line of the pump that draws water and floating debris in the water flow from the surface without causing much flow restriction.

Skimmer Basket

A removable, slotted basket or strainer placed in the skimmer on the suction side of the pump, which is designed to trap floating debris in the water flow from the surface without causing much flow restriction.

Skimmer Weir

Part of a skimmer that adjusts automatically to small changes in water level to assure a continuous flow of water to the skimmer. The small floating "door" on the side of the skimmer that faces the water over which water flows on its way to the skimmer. The weir also prevents debris from floating back into the pool when the pump shuts off.

Suction Outlet

The aperture or fitting through which the water under negative pressure is drawn from the pool or spa.

Sump

The lowest point in a circulation system, usually consisting of a reservoir, where water is drained.

Tee

A plumbing fitting in the shape of a "T" used to connect pipes.

Turnover

Also called turnover rate. The period of time (usually in hours) required to circulate a volume of water equal to the volume of water contained in the pool or spa. Pool capacity in gallons, divided by pump flow rate in gallons per minute (gpm), divided by 60 minutes in one hour, will give the number of hours for one turnover.

Vacuum

This term can be used to define any number of devices that use suction (negative pressure) to collect dirt from the bottom and sides of a pool or spa. Most common is a vacuum head with wheels that attaches to a telepole and is connected to the suction line usually via the opening in the skimmer. It must be moved about by a person, and debris is collected in the filter.

Weir

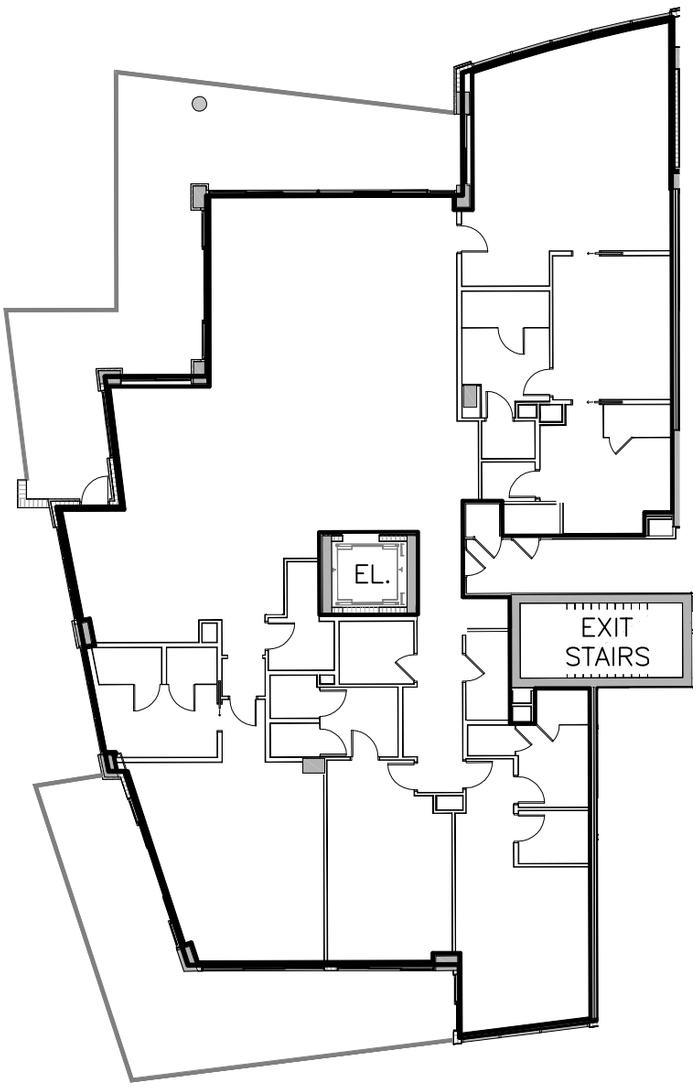
Also called skimmer weir - Part of a skimmer that adjust automatically to small changes in water level to assure a continuous flow of water to the skimmer. The small floating "door" on the side of the skimmer that faces the water over which water flows on its way to the skimmer. The weir also prevents debris from floating back into the pool after the pump shuts off.

Floor Plans

NOTES:

CE denotes Common Element
EL. denotes Elevator
——— denotes Unit Boundary Line

1. Units are subject to an emergency access easement to egress from the elevator, pursuant to provisions of the Declaration.
2. Terrace layout may vary from the depiction shown hereon. Refer to the Floor Plate in the Survey – Plot Plans.
3. All Terraces are "Limited Shared Facilities" (L.S.F.) to the Unit shown and are a part of the Condominium.
4. Utility chases, columns and shear walls within each Unit, if any, are "Residential Limited Shared Facilities (R.S.F.)."
5. Walls and columns separating Units are "Residential Limited Shared Facilities (R.S.F.)."



Graphic Scale
0 20
1 inch = 20 feet

Typical Model: Champagne Building, Plan 9
Residential Building 1, Levels 1 & 5
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

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Prepared For:
S.R. LBK, LLC
7940 Via Dellagio
Way #200, Orlando,
FL 32819

On: June, 2020

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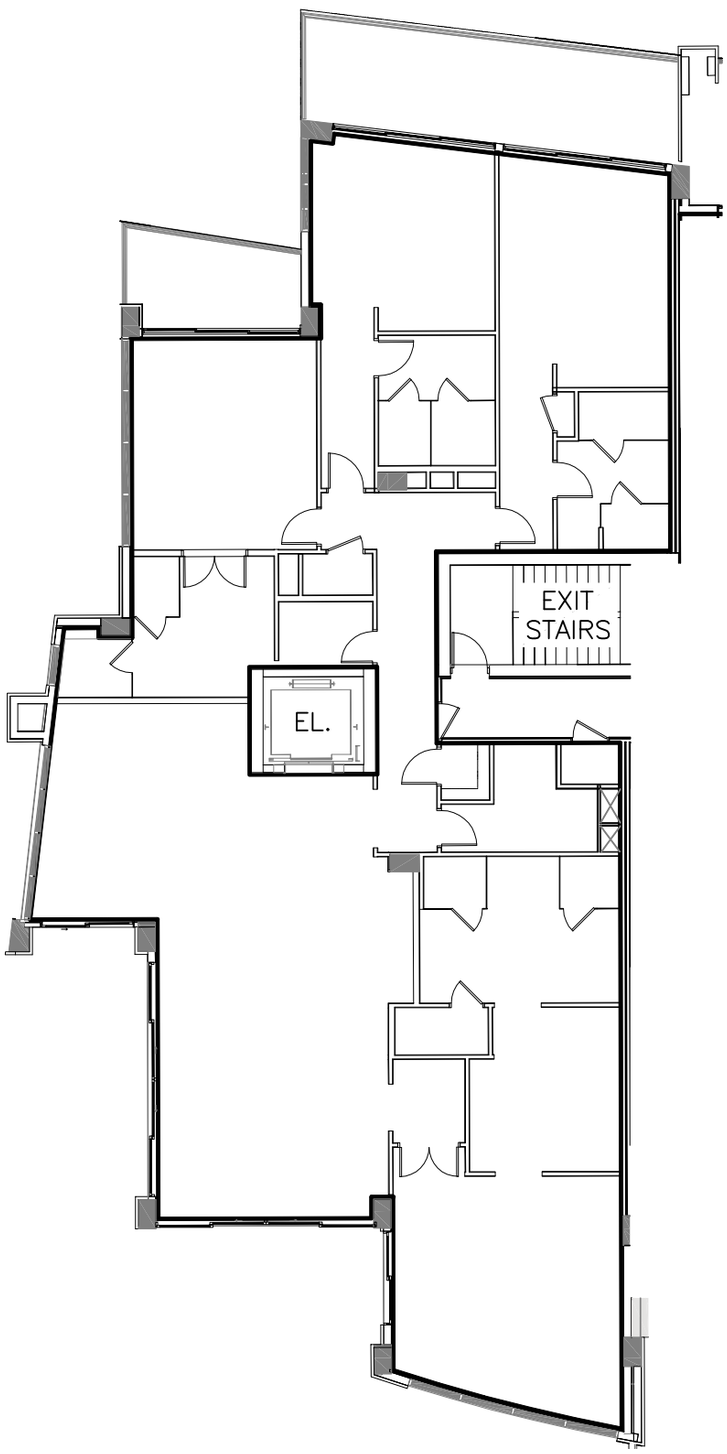

Graphic Scale
0 20
1 inch = 20 feet

Typical Model: Bateau Building, Plan 5
Residential Building 2, Levels 1-5
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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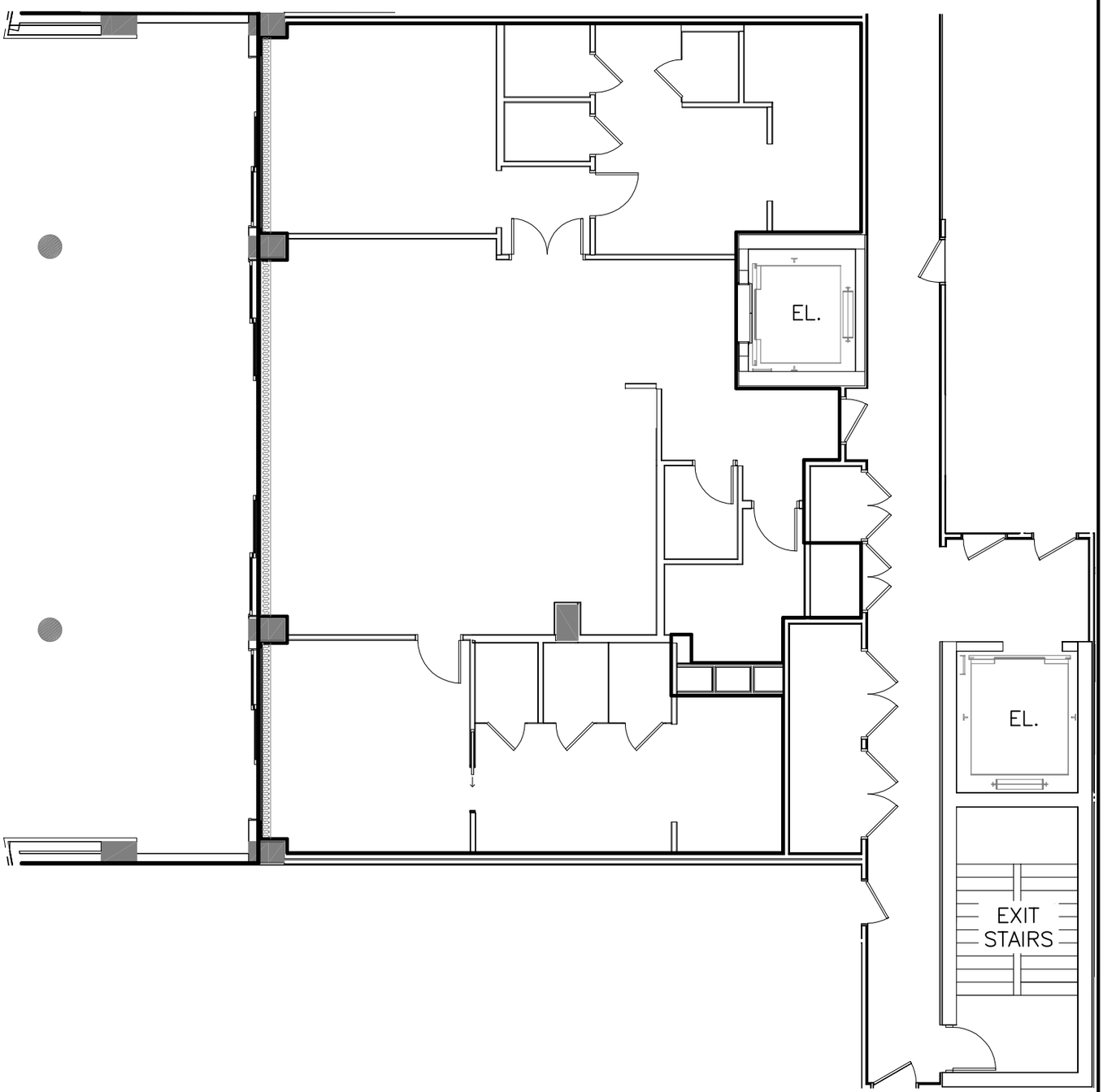

Graphic Scale
0 10
1 inch = 10 feet

Typical Model: Bateau Building, Plan 6
Residential Building 2, Levels 1-5
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

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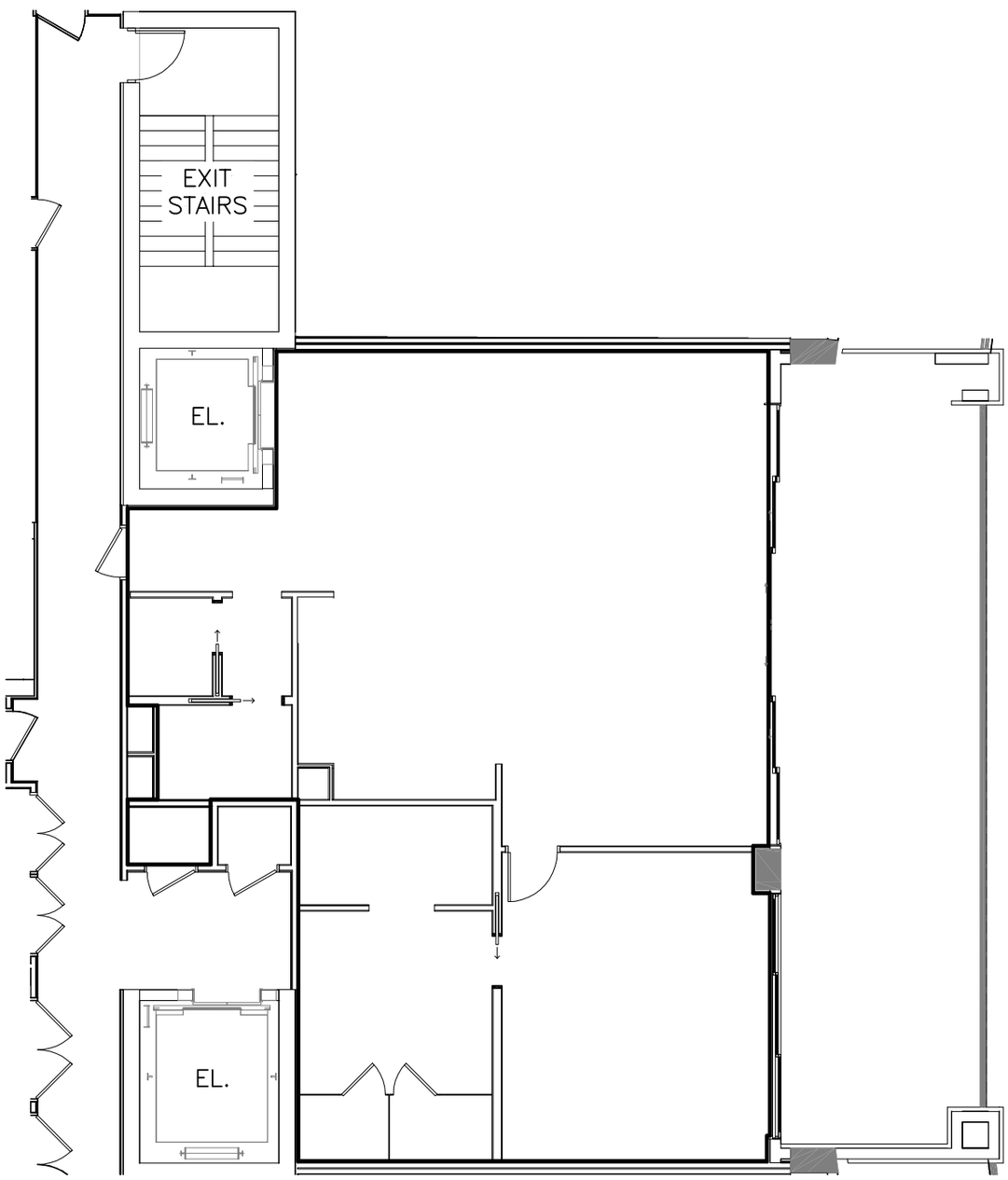

Graphic Scale
0 10
1 inch = 10 feet

Typical Model: Bateau Building, Plan 7
Residential Building 2, Levels 1-5
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

Page ____

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Ph.(954)435-7010

Prepared For:
S.R. LBK, LLC
7940 Via Dellagio Way #200, Orlando, FL 32819

On: June, 2020

NOTES:

CE denotes Common Element
EL. denotes Elevator
——— denotes Unit Boundary Line

1. Units are subject to an emergency access easement to egress from the elevator, pursuant to provisions of the Declaration.
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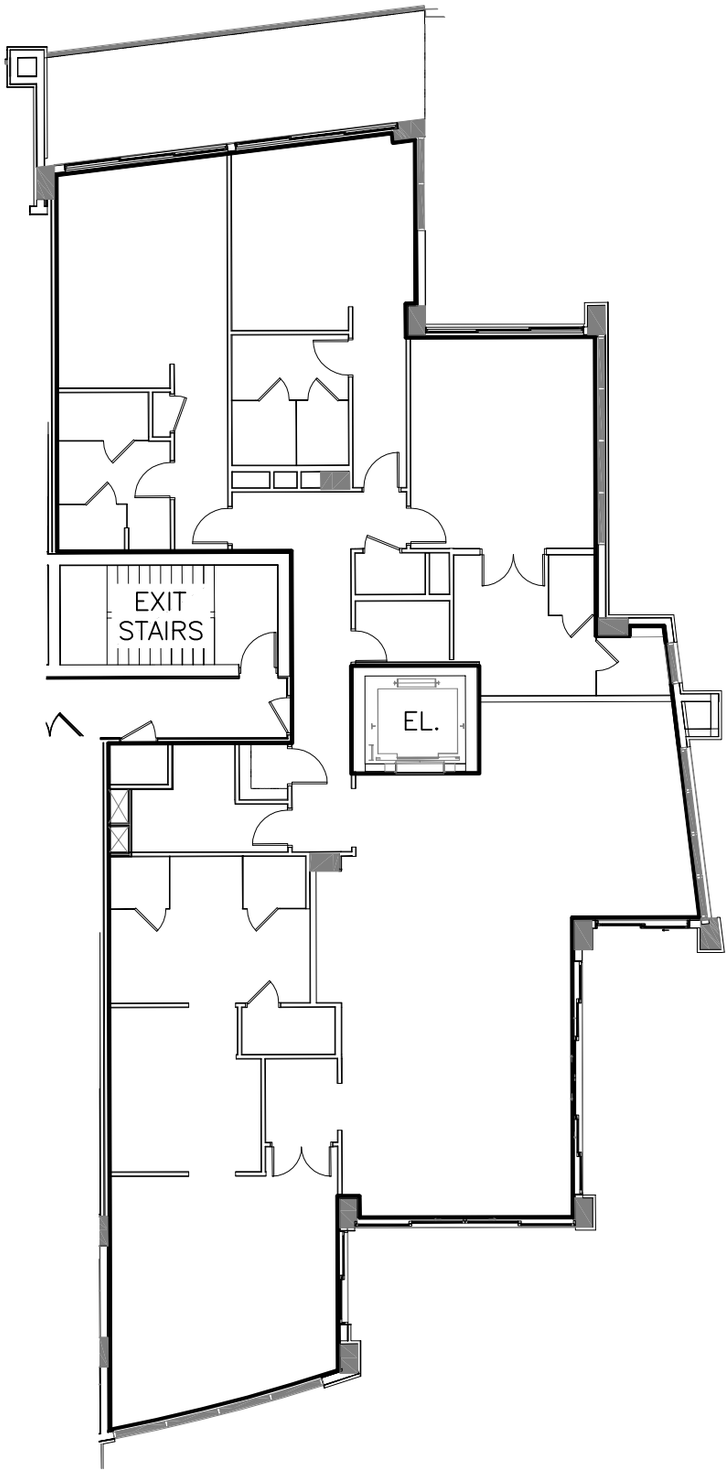

Graphic Scale
0 20
1 inch = 20 feet

Typical Model: Bateau Building, Plan 8
Residential Building 2, Levels 1-5
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

Exhibit _____

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On: June, 2020

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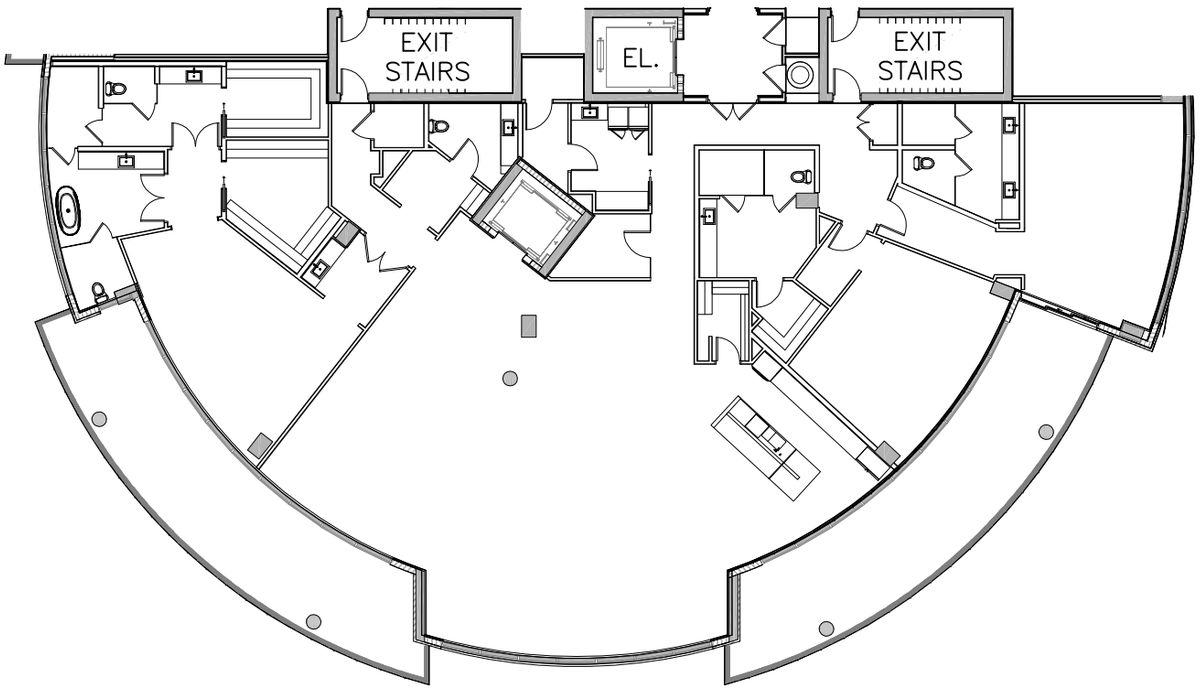

Graphic Scale
0 20
1 inch = 20 feet

Typical Model: Armand Building, Plan 1
Residential Building 3, Levels 1-4
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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FL 32819

On: June, 2020

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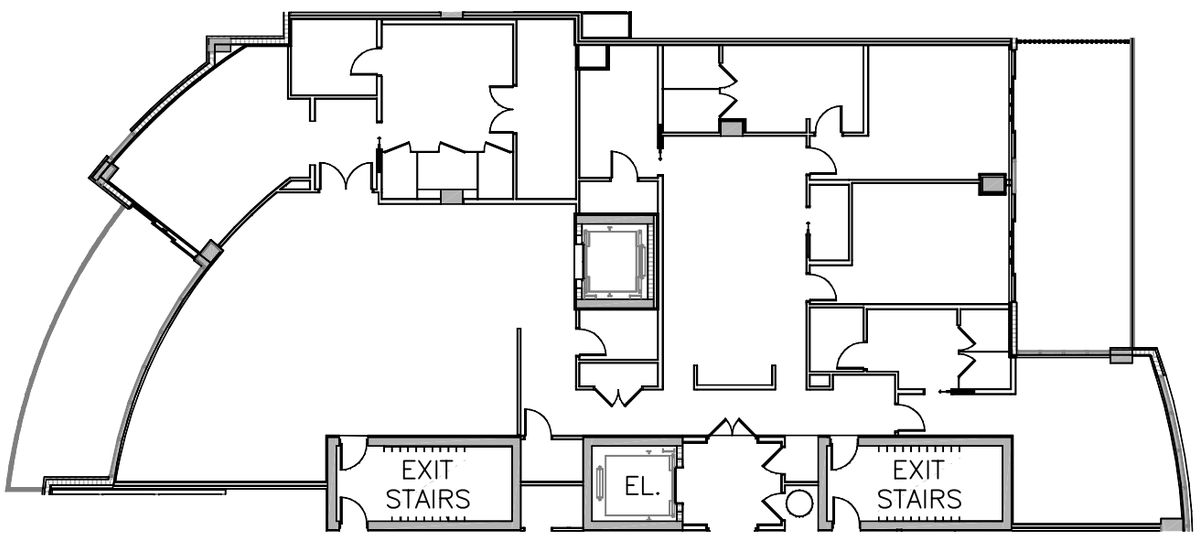

Graphic Scale
0 20
1 inch = 20 feet

Typical Model: Armand Building, Plan 2
Residential Building 3, Levels 1-4
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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On: June, 2020

NOTES:

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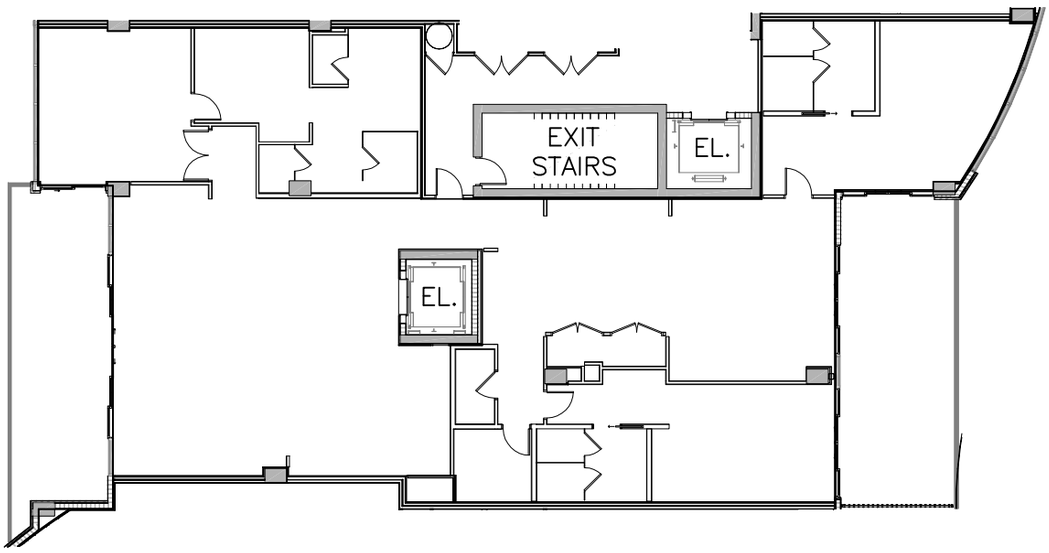

Graphic Scale
0 20
1 inch = 20 feet

Typical Model: Armand Building, Plan 3
Residential Building 3, Levels 1-5
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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On: June, 2020

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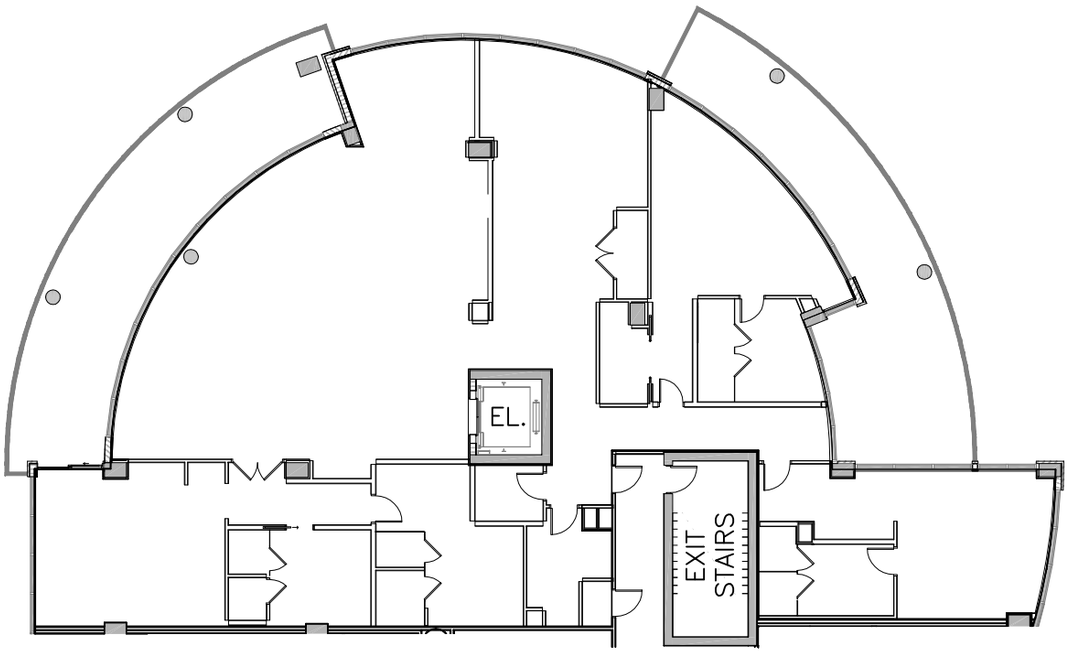

Graphic Scale
0 20
1 inch = 20 feet

Typical Model: Armand Building, Plan 4
Residential Building 3, Levels 1-5
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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On: June, 2020

NOTES:

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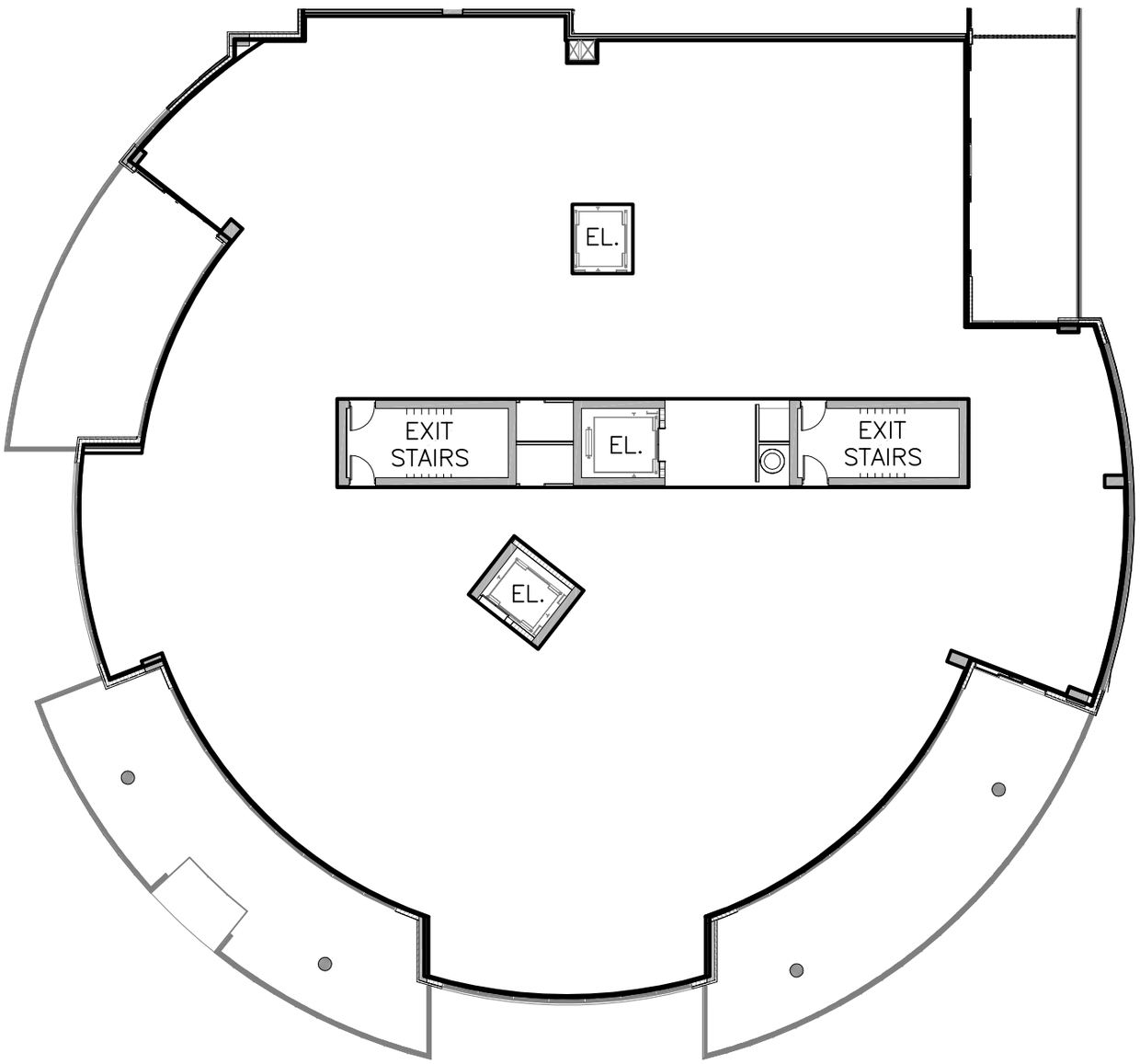

Graphic Scale
0 20
1 inch = 20 feet

Typical Model: Armand Building, Plan 19
Residential Building 3, Level 5
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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On: June, 2020

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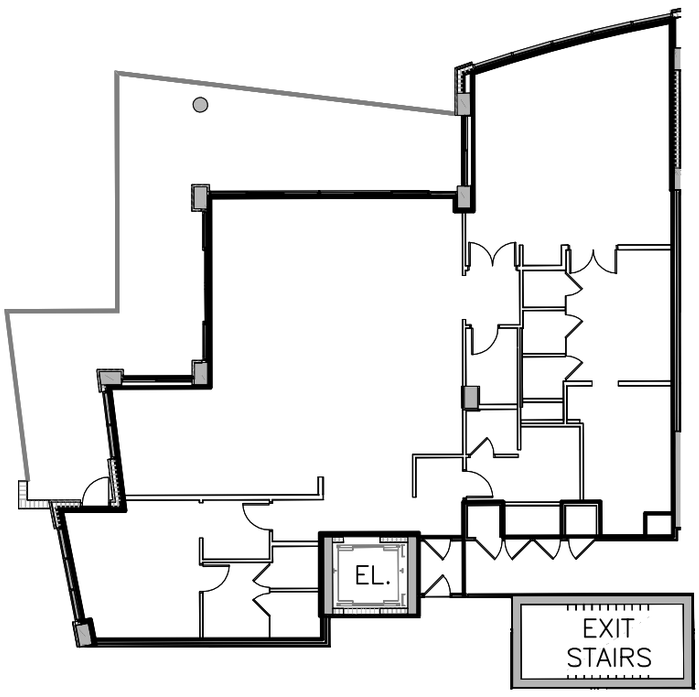

Graphic Scale
0 20
1 inch = 20 feet

Typical Model: Champagne Building, Plan 10
Residential Building 1, Levels 2, 3 & 4
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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FL 32819

On: June, 2020

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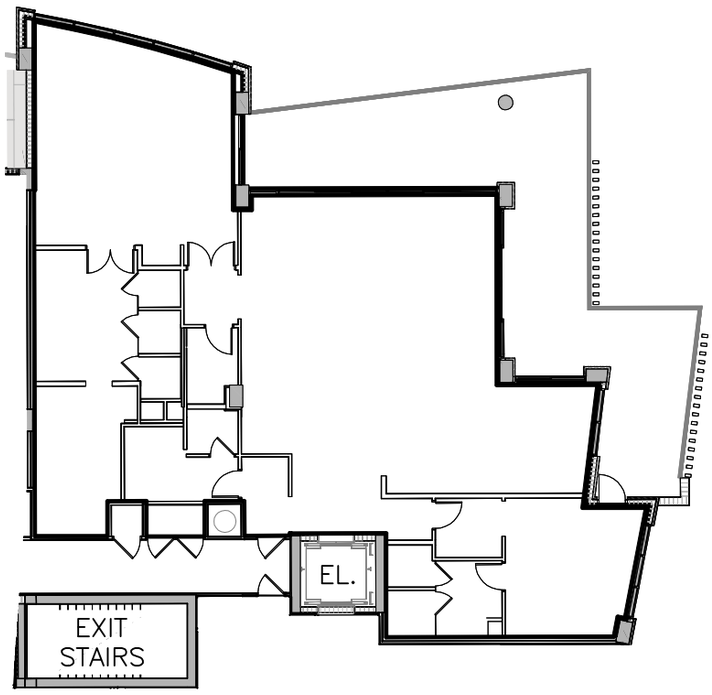

Graphic Scale
0 20
1 inch = 20 feet

Typical Model: Champagne Building, Plan 11
Residential Building 1, Levels 2, 3 & 4
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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Way #200, Orlando,
FL 32819

On: June, 2020

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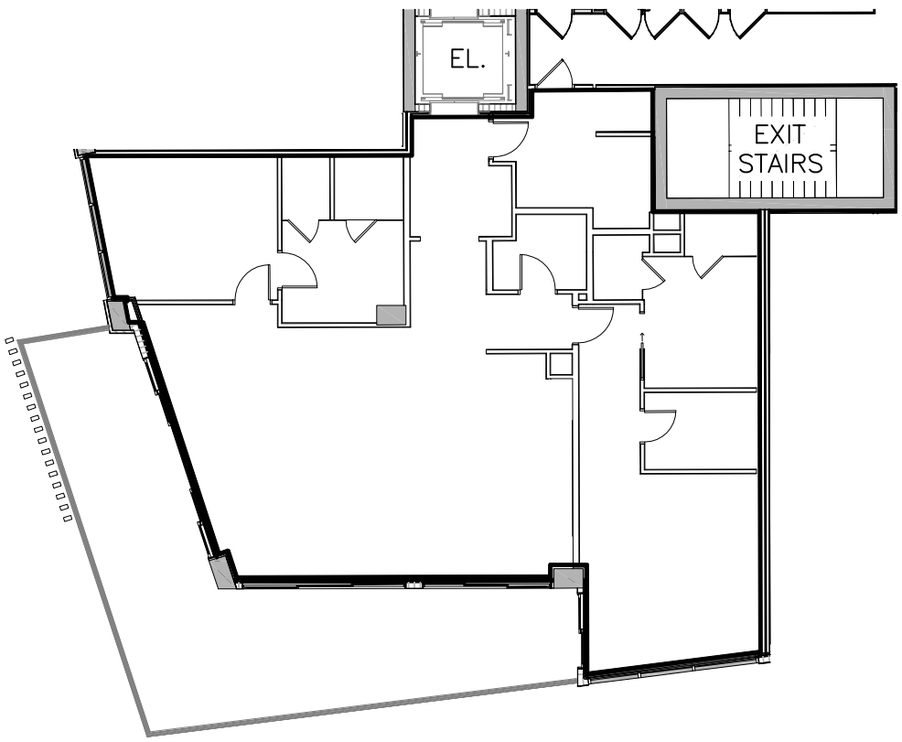

Graphic Scale
0 15
1 inch = 15 feet

Typical Model: Champagne Building, Plan 12
Residential Building 1, Levels 2, 3 & 4
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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7940 Via Dellagio Way #200, Orlando, FL 32819

On: June, 2020

NOTES:

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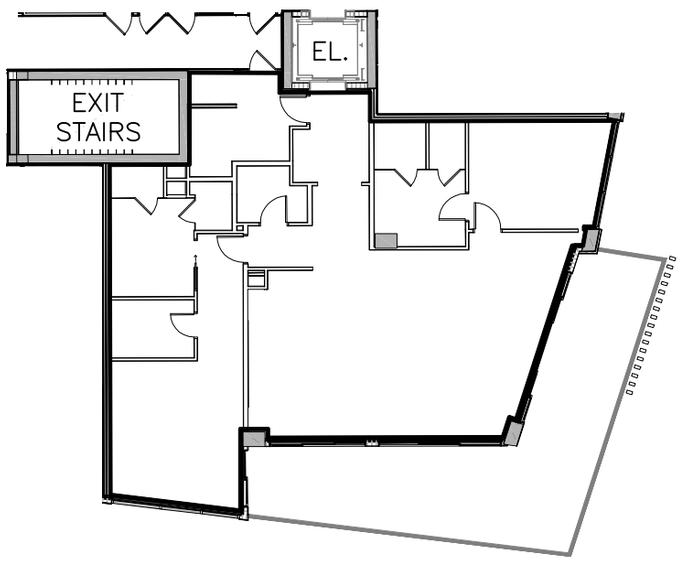

Graphic Scale
0 20
1 inch = 20 feet

Typical Model: Champagne Building, Plan 13
Residential Building 1, Levels 2, 3 & 4
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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S.R. LBK, LLC
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Way #200, Orlando,
FL 32819

On: June, 2020

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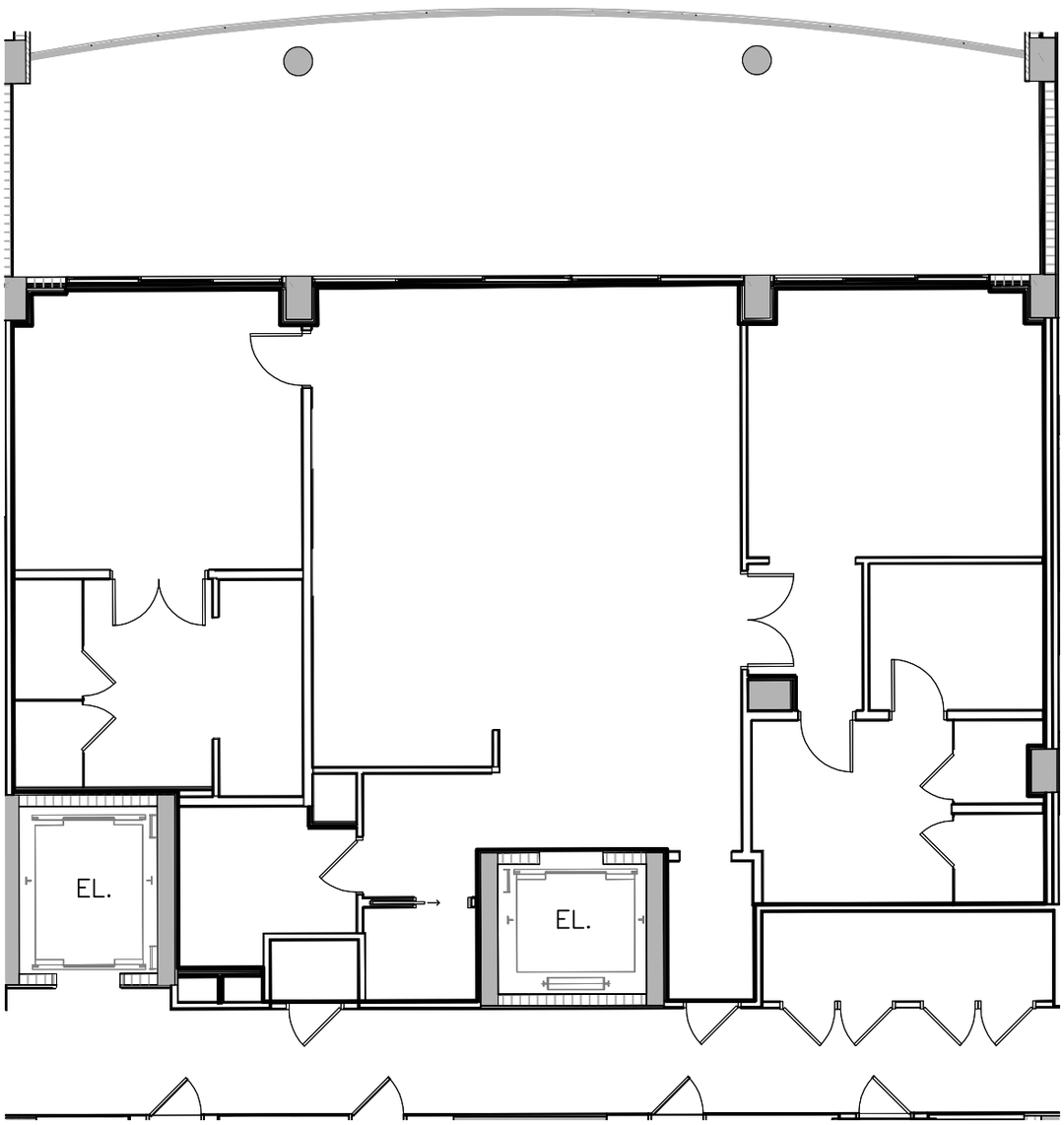

Graphic Scale
0 10
1 inch = 10 feet

Typical Model: Champagne Building, Plan 14
Residential Building 1, Levels 1-5
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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Prepared For:
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On: June, 2020

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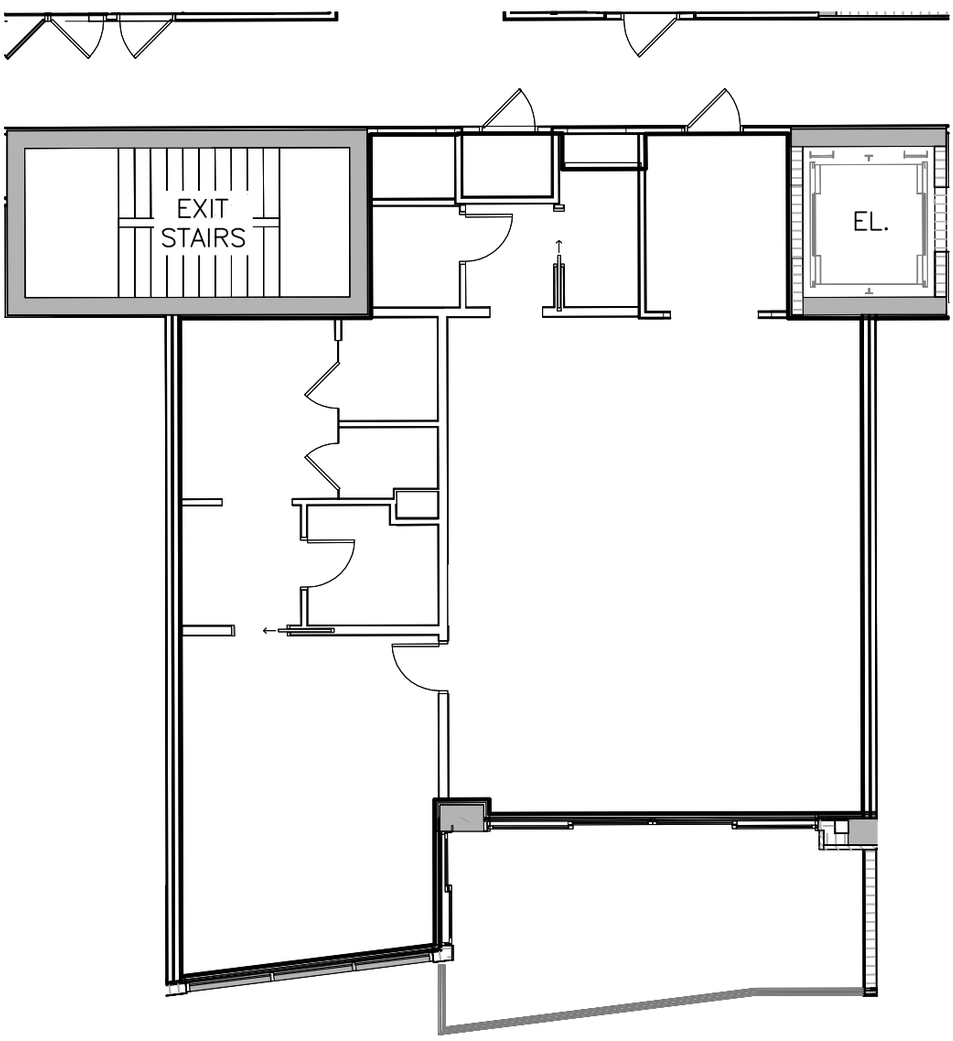

Graphic Scale
0 10
1 inch = 10 feet

Typical Model: Champagne Building, Plan 15
Residential Building 1, Levels 1-4
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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Prepared For:
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7940 Via Dellagio
Way #200, Orlando,
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On: June, 2020

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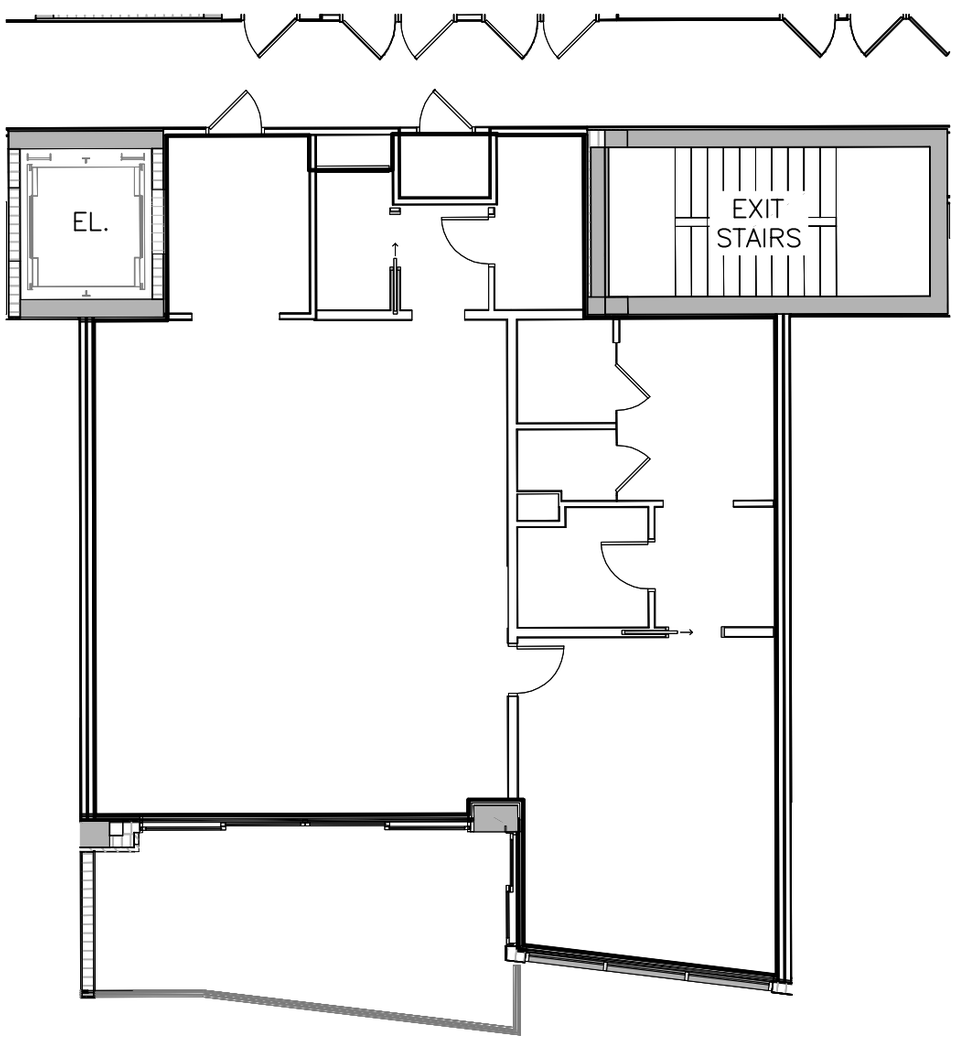

Graphic Scale
0 10
1 inch = 10 feet

Typical Model: Champagne Building, Plan 16
Residential Building 1, Levels 1-4
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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Prepared For:
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7940 Via Dellagio
Way #200, Orlando,
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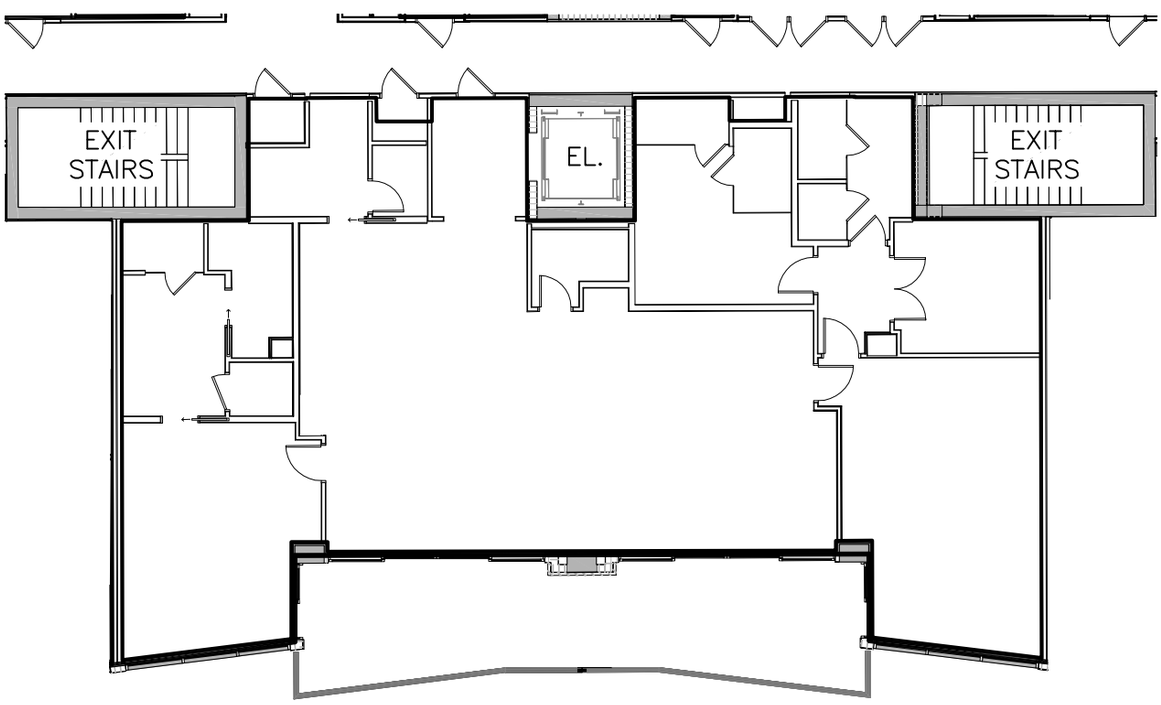

Graphic Scale
0 15
1 inch = 15 feet

Typical Model: Champagne Building, Plan 17
Residential Building 1, Level 5
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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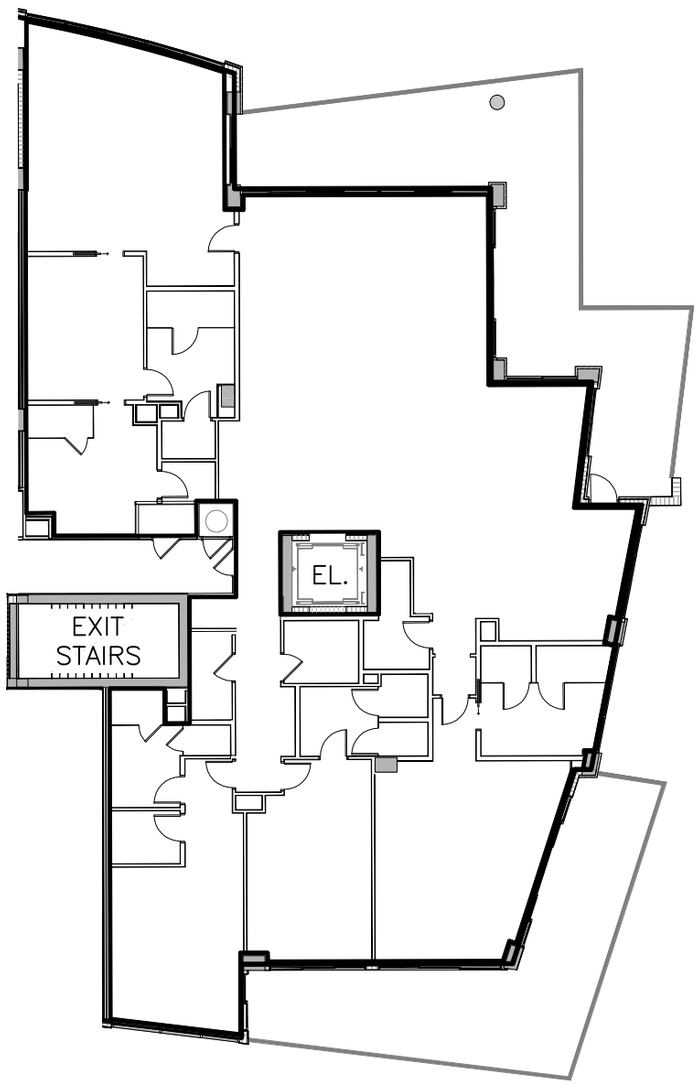

Graphic Scale
0 20
1 inch = 20 feet

Typical Model: Champagne Building, Plan 18
Residential Building 1, Levels 1 & 5
The Condominium Residences at Longboat Key

Town of Longboat Key, Sarasota County, Florida

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On: June, 2020