

**FIRST AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM**

HIDEAWAY BAY BEACH CLUB, A CONDOMINIUM

In a Declaration of Condominium recorded at O.R. Book 0972, Pages 0725 et seq. of the Charlotte County Public Records on April 29, 1988, RANDOR/GASPARILLA CORPORATION, a Delaware corporation authorized to do business in Florida (the "Developer") did submit to condominium ownership pursuant to Chapter 718, Florida Statutes (2017), known as the Condominium Act, that property situated in Charlotte County, Florida, more particularly described in Exhibit "A" attached hereto:

The Condominium Property is further described at Condominium Plat Book 7, Pages 82A through 82I, Charlotte County Public Records and described at Condominium Plat Book 10, Pages 31A through 31G, Charlotte County Public Records, and further described at Condominium Plat Book 10, Pages 49A through 49G, Charlotte County Public Records, and further described at Condominium Plat Book 10, Pages 56A through 56G, Charlotte County Public Records, and further described at Condominium Plat Book 10, Pages 58A through 58G, Charlotte County Public Records, and further described at Condominium Plat Book 10, Pages 73A through 73G, Charlotte County Public Records.

Said Declaration was subsequently amended as follows:

First Amendment recorded on April 26, 1990 at O.R. Book 1098, Pages 1855 et seq., Charlotte County Public Records.

Second Amendment recorded on May 26, 1992 at O.R. Book 1218, Pages 2179 et seq., Charlotte County Public Records.

Third Amendment recorded on December 4, 1992 at O.R. Book 1250, Pages 1318 et seq., Charlotte County Public Records.

Fourth Amendment recorded on December 4, 1992 at O.R. Book 1250, Pages 1322 et seq., Charlotte County Public Records.

Corrective Fourth Amendment recorded on December 11, 1992 at O.R. Book 1251, Pages 1778 et seq., Charlotte County Public Records.

Fifth Amendment recorded on December 7, 1993 at O.R. Book 1313, Pages 1172 et seq., Charlotte County Public Records.

Sixth Amendment recorded on May 18, 1994 at O.R. Book 1344, Pages 0388 et seq., Charlotte County Public Records.

Seventh Amendment recorded on October 12, 1994 at O.R. Book 1368, Pages 1162 et seq., Charlotte County Public Records.

Corrective Seventh Amendment recorded on April 25, 1995 at O.R. Book 1398, Pages 1800 et seq., Charlotte County Public Records.

Eighth Amendment recorded on March 25, 1997 at O.R. Book 1521, Pages 0835 et seq., Charlotte County Public Records.

Ninth Amendment recorded on March 31, 1998 at O.R. Book 1601, Pages 0696 et seq., Charlotte County Public Records.

Tenth Amendment recorded on March 31, 1998 at O.R. Book 1601, Pages 0699 et seq., Charlotte County Public Records.

Eleventh Amendment recorded on January 22, 1999 at O.R. Book 1673, Pages 1670 et seq., Charlotte County Public Records.

~~RADNOR/GASPARILLA CORPORATION, a Delaware Corporation authorized to do business in Florida, (the "Developer"), is the owner of a parcel of land in Charlotte County, Florida, more particularly described in Article III of this Declaration of Condominium. It contemplates developing this land as a Phased Condominium consisting of nine (9) Phases. The first Phase will be on the land described in Article IIIA of this Declaration and the second through ninth phases, if constructed, will be on the land more particularly described in Article IIIB. Phase I will contain 32 Units, Phases II through IX, inclusive, if constructed, will contain 10 Units each, so that ultimately the Condominium development will contain 112 Units, if constructed, when all nine (9) Phases are completed. The Developer is under no obligation to build additional phases beyond Phase I and the decision to construct additional phases is to be made solely by the Developer. Amenities consisting of a swimming pool, pool furniture, a caretaker's office & apartment, four docks, a mainland parking area with sun shelter, a dune crossover walkway, 2 golf carts, a firehose cart, and a ferry boat which will be built on or provided with the land in Phase I and these amenities will be part of the common elements of the Condominium. The Developer reserves the right, but not the obligation, to provide additional amenities in the form of a deck area sufficient to accommodate two barbeques, fish cleaning table on the North & South docks, and fish smoking apparatus near the Bay side, a gazebo, an additional fire pump station and additional golf carts. (The aforementioned amenities and the proposed additional amenities will hereinafter be collectively referred to as the "Recreational Amenities"). The time period for all Phases to be completed shall not exceed seven (7) years from the date of recording the Declaration of Condominium. NO TIME SHARE ESTATES WILL BE CREATED WITH RESPECT TO UNITS IN ANY PHASE OF THIS CONDOMINIUM.~~

**I.
SUBMISSION STATEMENT**

The submission of the land to the condominium form of ownership by that document is and will remain effective. By adoption of this Amended and Restated Declaration of Condominium, the Association members hereby adopt certain amendments to the Declaration of

Condominium and hereby restate the Declaration of Condominium in its entirety. By adoption of this Amended and Restated Declaration of Condominium, the members of the Association ratify governance of the property described above and in Exhibit "A" hereto under the condominium form of ownership and the provisions of the Condominium Act.

~~RADNOR/GASPARILLA CORPORATION, a Delaware Corporation authorized to do business in Florida, hereinafter referred to as the "Developer", hereby states and declares that it is the owner and holder of the fee simple title in and to the real property in Charlotte County, Florida, described in Article III hereof entitled "Land." It anticipates that it will develop the land in nine (9) Phases pursuant to the provisions of §718, Florida Statutes (1986), as amended.~~

~~A. Submission of Phase I to Condominium Ownership. Developer hereby submits to Condominium Ownership pursuant to §718, Florida Statutes (1986), (as amended, the "Condominium Act"), upon the terms conditions, restrictions, reservations, and limitations hereinafter set forth and identified as Phase I of Hideaway Bay Beach Club, a Condominium, those certain three (3) parcels of land containing the aggregate 17.41 acres more or less as described in Exhibit "K" hereto, together with three (3) residential buildings containing thirty (32) residential units and other improvements and amenities thereon. Except where variances permitted by law appear in this Declaration or in the attached Bylaws or in lawful amendments to either of them, the provisions of the Condominium Act as presently constituted, including the definitions therein contained, are adopted and included herein by express reference.~~

~~B. Phase II through Phase IX, inclusive, of the Condominium. By recordation of this Declaration, the Developer reserves the right, but will not be obligated, to submit any of all of Phases II through IX, inclusive, containing eight (8) additional parcels of land, to the Condominium, with each phase containing ten (10) units within one (1) separate residential building, along with Limited Common Element parking and storage areas. The Developer also reserves the right to submit phases to condominium ownership out of numerical sequence and such submission out of numerical sequence will not obligate Developer to submit any numerically prior phase. If any and/or all of the Additional Phases are not added to the Condominium, Developer shall not be obligated to provide or make available to the Condominium in any manner all or any portion of such of the Additional Phases as are not added to the Condominium.~~

1. Definitions. As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be as defined in the Act and as herein provided:

1.1. "Act" or "Condominium Act" means the Condominium Act (Chapter 718, Florida Statutes, 2017), including the definitions therein contained.

1.2. "Articles" means Articles of Incorporation as attached hereto as Exhibit "B".

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

1.4. "Association" means HIDEAWAY BAY BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, the entity responsible for the operation of the Condominium.

1.5. "Association Property" means all real property owned by the Association for the use and benefit of the Unit Owners.

1.6. "Board of Directors" or "Board" or "Directors" means the representative body which is responsible for the administration of the Association's affairs, and which is the same body that is sometimes referred to in the Condominium Act as the "Board of Administration." Each Director must be a Unit Owner, or Primary Occupant (in case of Units that designate a Primary Occupant), the spouse of a Unit Owner or Primary Occupant, the settler or grantor of a trust described in Section 736.0103(18), Florida Statutes (2017), which owns a Unit, or the spouse of such party, a beneficiary as defined in Florida law of a trust which owns a Unit, provided said beneficiary occupies the unit, or the spouse of such party.

1.7. "Building" means the structure or structures in which the Units are located, regardless of the number thereof.

1.8. "Bylaws" mean the Bylaws of the Association as attached hereto as Exhibit "C".

1.9. "Charge" means any legal or equitable indebtedness to the Association incurred by, or on behalf of, a Unit Owner, other than Assessments for Common Expenses. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

1.10. "Common Elements" mean and include:

1.10.1. The portions of the Condominium Property not included within the Units.

1.10.2. Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.

1.10.3. An easement of support in every portion of a Unit which contributes to the support of the Building, including but not limited to all load bearing interior walls within the Units.

1.10.4. The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

1.10.5. Any other parts of the Condominium Property designated as Common Elements in this Declaration.

1.11. "Common Expenses" means those expenses for which Unit Owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of Common Elements and such other expenses as may be declared expenses either by this Declaration, the Articles of Incorporation, the Bylaws or by the Association. Common Expenses include, but are not limited to, such items as cost of premiums for hazard and public liability insurance, repairs, replacements and expenses of upkeep, lawn service, utility bills, pool service, janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of this Condominium. The expenses of bulk cable or master antenna television, and bulk interior pest control, are specifically considered a Common Expense, if so designated by the Board. Common Expenses also include reasonable insurance for Directors and officers, road maintenance and operation expenses, and security services, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or property of the condominium.

1.12. "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses.

1.13. "Condominium Documents" means this Declaration; the Surveyor's Plat, as copies of which are attached hereto as Exhibit "A", Articles of Incorporation of Hideaway Bay Beach Club Condominium Association, Inc. attached hereto as Exhibit "B" and Bylaws of the Association attached hereto as Exhibit "C". The Rules and Regulations need not (but may) be recorded in the County Public Records in order to be valid.

1.14. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit and when the context permits, the term includes all of the appurtenances to the Unit.

1.15. "Condominium Property" means the land and property interests subjected to condominium ownership under this Declaration, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

1.16. "County" means the County of Charlotte, State of Florida.

1.17. "Declaration" or "Declaration of Condominium" means this instrument.

1.18. "Family" or "Single Family" shall refer to any one of the following:

1.18.1. One natural person, his spouse, if any, and their custodial children, if any.

1.18.2. Not more than two natural persons not meeting the requirement of 1.18.1 above, but who customarily reside together as a single housekeeping Unit, and the custodial children of said parties, if any.

The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity. "Family Member" is a person who resides in a Unit as part of the Owner's Family, but is not a title holder.

1.19. "Fixtures" means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

1.20. "Guest" means any person who is not the Unit Owner or a lessee or a member of the Owner's or lessee's Family, who is physically present in, or occupies the Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.21. "Insurable Improvements" shall mean the "Building" as defined in Article 1.7 of this Declaration, less upgrades or additions by Unit Owners (or their predecessors in title) and those portions of the Condominium Property required by the Act to be insured by the Association.

1.22. "Invitee" a person or persons allowed entry for the purpose of conducting business with a Unit's occupant, or otherwise entering the Condominium Property on a temporary basis at the express or implied consent of the Unit Owner.

1.23. "Lease" means the grant by a Unit Owner of a right of use of the Owner's Unit for consideration.

1.24. "Limited Common Elements" shall include property which is reserved for the use of a certain Unit to the exclusion of other Units as reflected on the condominium plat or in this Declaration. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside of the boundaries of the Unit, the delegation of maintenance responsibility for the area (e.g., air conditioning compressors) shall serve to define the area as a Limited Common Element.

1.25. "Limited Common Expense" means those expenses affiliated with the maintenance, repair, replacement, or reconstruction after casualty of a Limited Common Element, the costs of which are assessed only against the benefiting Unit Owner(s), as authorized by Section 718.113(1) of the Act, and if so provided in this Declaration.

1.26. "Primary Occupant" means a natural person designated for occupancy of a Unit when title to the Unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

1.27. "Rules and Regulations" means those Rules and Regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements, and the operation and administration of the Association, subject to any limits set forth in the Declaration of Condominium.

1.28. "Unit" means a part of the Condominium Property subject to exclusive ownership.

1.29. "Unit Owner" or "Unit Owners" means the record Owner of a Condominium Parcel.

1.30. "Utility Services" as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

1.31. "Voting Interest" means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in the Association matters. There are 102 Units, so the total number of Voting Interests is 102.

II. NAME

The name by which this Condominium is to be known and identified is: HIDEAWAY BAY BEACH CLUB, A CONDOMINIUM.

III. LAND

The legal description of the entire property which Developer submitted to the condominium form of ownership in accordance with Florida Statutes is described in Condominium project including all 9 Phases is included in the graphics and entitled MASTER DESCRIPTION, and is attached hereto and marked Exhibit AK.

~~A. Phase I. The legal description of the real property included in Phase I and submitted herewith to Condominium ownership is described in the attached Condominium graphics which is attached hereto as Exhibit "A" and made a part hereof.~~

~~B. Phases II through IX. The Developer reserves the right, without obligation, to amend the Condominium Declaration to submit any or all of Phases II through IX to Condominium Ownership and to make such nonmaterial changes in the legal description of the Phase as required. The legal descriptions of the real property which the Developer contemplates will be included in Phases II through IX are described in the attached Condominium graphics which is made a part hereof.~~

IV. IDENTIFICATION OF UNITS

A. Condominium Property. The Condominium Property ~~of each Phase~~ consists of land described in Article III hereto, all easements and rights appurtenant thereto, together with the building and other improvements constructed thereon, which includes the Units, limited ~~common elements~~Common Elements and ~~common elements~~Common Elements. Each Unit together with its attached balcony or screened porch, is a Condominium Unit and is subject to private ownership. The terms "Condominium Unit", and "Unit" are synonymous. ~~When Phase I is completed, the~~The swimming pool, pool furniture, caretaker's office and apartment, mainland parking area with sun shelter, four docks, dune crossover walkway, ~~not less than 2 or more~~ golf carts, firehose cart, and ferry boat are to be owned as a common element by all Unit Owners. ~~The Developer will not provide personal property other than the pool furniture, furniture for the caretaker's office and the vehicles listed above. Time share estates will not be created with respect to Units in any Phase.~~

~~Phase I. Phase I shall contain 32 Units in 3 two-story buildings. The approximate size of the Units will be 1,000 square feet. The Unit numbering system will be described in the Condominium graphic description of improvements, attached as an exhibit hereto, but in no event will any Unit bear the same designation as any other Unit. There will be 2 bedrooms and 2 bathrooms in each Unit.~~

~~Phase II through IX. Phases II through IX, inclusive, if constructed, shall contain 10 Units each. The approximate size of the Units will be 1,000 square feet each. The Unit numbering system will be described in the Condominium graphic description of improvements, attached as an exhibit hereto, but in no event will any Unit bear the same designation as any other Unit. It is anticipated that each of the Units will have 2 bedrooms and 2 bathrooms, but the Developer reserves the right to change the floor plans of the Units to accommodate other numerical combinations of bedrooms and bathrooms.~~

B. Unit Boundaries. Each Unit, which term is used in this sub section concerning boundaries shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planer intersection with the perimetrical boundaries.

(a) Upper Boundary: The horizontal or sloped plane of the unfinished lower surface of the ceiling of the ~~unit~~Unit as shown in the condominium plat in attached Exhibit ~~KA~~.

(b) Lower Boundary: The horizontal plane of the unfinished upper surface of the first floor of the ~~unit~~Unit.

(c) Interior Divisions. No part of the nonstructural interior walls shall be considered a boundary of the ~~unit~~Unit.

2. Perimetrical Boundaries: The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the ~~unit~~Unit extended to their planer intersections with each other and the upper and lower boundaries.

3. Apertures. Where there are apertures in any boundary other than screening, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass, and all framings and casings thereof, shall be included in the boundaries of the ~~unit~~Unit. Exterior surfaces of screen shall not be included in the boundaries of the Unit.

4. Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the ~~unit~~Units set forth as Exhibit ~~K-A~~ hereto shall control in determining the boundaries of a ~~unit~~Unit, except the provisions of Section 3 above shall control unless specifically reflected on such survey.

C. Condominium Parcel. Each ~~Condominium parcel~~Condominium Parcel includes an undivided interest of each Unit Owner in and to the ~~common elements~~Common Elements. Each Unit Owner ~~in Phase I~~ shall have as an appurtenance to his Unit an undivided one ~~thirty-second~~hundred second ($1/32$ ~~102~~) interest in the ~~common elements~~Common Elements. ~~If Phase II is added, each Unit Owner shall have as an appurtenance to his Unit an undivided one forty-second (1/42) interest in the common elements. If the Developer elects to add additional phases, as each Phase is added to condominium ownership, the fraction shall be changed accordingly so that the numerator shall always be one (1) and the denominator shall equal the number of Units submitted to condominium ownership.~~ Upon the acquisition of a ~~Condominium parcel~~Condominium Parcel, a Unit Owner becomes a member in the Condominium Association, with the full voting rights appertaining thereto as described in Article VII (C) of this Declaration.

D. Common Elements and Limited Common Elements:

1. Common Elements.

(a) Mainland Parking Areas: ~~Sixty-three (63)~~Seventy-Two (72) Mainland Parking spaces are ~~common elements~~Common Elements and will be available for the use of Unit Owners and their ~~guest~~Guests. The parking area will be lighted and fenced. A sun shelter with public telephone will be located at the mainland docking area. Also located across the street from the Mainland Parking area will be a Mainland Docking Area to be used exclusively by Unit Owners and their ~~guest~~Guests.

(b) Docking Facilities: There are four docks: the North Dock, the Ferry Dock, the South Dock and the Mainland Dock.

i. The North Dock has 18 slips and is of timber and plank construction supported by wood pilings. Its overall dimensions are about 160 feet by 3 feet 10 inches.

ii. The Ferry Dock is designed to accommodate the ferry boat only. It is of timber and plank construction supported by wood pilings. It has a floating end section. Its overall dimensions are about 99 feet by 9 feet 10 inches.

iii. The South Dock has approximately 18 slips and is of timber and plank construction supported by wood pilings. Its overall dimensions are about 148 feet by 3 feet 10 inches.

iv. The Mainland Dock will accommodate the ferry boat only. It is of timber and plank construction supported by wood pilings. It has a floating end section. Its overall dimensions are about 118 feet by 9 feet 10 inches.

v. All of the docks will be ~~common elements~~Common Elements of the Condominium ~~and all will be available by the completion of Phase I.~~ Use of docks is subject to the Association Rules and Regulations.

(c) Caretaker's office and apartment will be a ~~common element~~Common Element of the Condominium ~~and will be completed as part of Phase I.~~

(d) There are two lakes that are part of the ~~common element~~Common Elements and are identified as East Lake and West Lake. The East Lake is approximately 0.75 acres in size and the West Lake is approximately 0.83 acres in size and both lakes vary in depth from 2 feet to 8 feet. They are brackish water and serve as storm drainage and provide firefighting water for the project.

(e) Sidewalks, walks, yard areas, foundations, attic areas, roofs, driveways, stairs, yard lighting, planting areas, dumpsters and landscaping.

(f) The Recreational Amenities are more fully described ~~on Page 1 in~~ Article IV (A) hereof.

2. Common Elements That Are Shared. A sewage collection system and fire pump system will be shared in common with a nearby Condominium project, known as Placida Beach, A Condominium, and are described as follows:

(a) Water for firefighting and operation of the automatic fire sprinkler system in all of the buildings is provided by an automatic diesel driven fire pump system located on the shore of the West Lake. Use of the engine and system is governed by an ~~Contract Agreement~~ Contract Agreement between ~~Developers of Placida Beach, A Condominium Association, Inc. and Hideaway Bay Beach Club, A Condominium~~ the Association. Cost of maintaining this system will be shared with Placida Beach, ~~A Condominium~~ Association, Inc., pro-rated by the number of dwelling Units served and included in the maintenance assessment.

(b) A treatment plant with underground drain field located behind Buildings C & H will treat sewage in the Condominium and the plant will be fenced and landscaped. Cost of maintaining and operating this system will be shared with Placida Beach, ~~A Condominium~~ Association, Inc. pro-rated by the number of dwelling Units served and will be included in the maintenance assessment.

(c) The use of the fire system and a sewage system are subject to the use and cost agreement entered into by the ~~Developer Association of Hideaway Bay Beach Club, A Condominium and the Developer~~ Placida Beach Condominium Association, Inc. of neighboring condominiums.

~~(d) — MAINLAND DOCK — Developer reserves the right to grant a license or pedestrian easement to Portofino Subdivision (a single family residential subdivision of approximately 37 lots) residents and guests across Parcel III (Mainland Parking Area Parcel) for ingress and egress to the Mainland Dock. Portofino Subdivision has the right to dock their ferry boat at the Mainland Dock for purposes of picking up or discharging passengers who are residents and/or guests of Portofino Subdivision.~~

~~(e) — FERRY DOCKS — Developer reserves the right to grant a license or easement to authorized residents or users of Placida Beach, a Condominium to dock at the island Ferry Dock and Mainland Dock and a pedestrian and vehicular ingress and egress over Hideaway Bay Beach Club, a Condominium property to access Placida Beach, a Condominium.~~

~~(f) — FERRY BOAT — Developer reserves the right to grant to users of Placida Beach, a Condominium a lease or license to use the ferry boat on terms agreeable to Developer, provided that any monies received from such a lease or license shall be for the benefit of the Association and shall be deposited in the account of the Association.~~

3. Limited Common Elements. Both the stairwell and the entry in the front and middle of the ~~unit~~Units are Limited Common Elements, limited to the use of the two Unit Owners that are served by the stairwells and entries. In addition, the covered parking area for golf carts, utility vehicles, or cars, should there be any on the island, and a storage area for each ~~unit~~Unit owner under each ~~unit~~Unit will also be Limited Common Elements appurtenant to a particular ~~unit~~Unit.

V. SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. There ~~is was~~ recorded simultaneously ~~herewith with the original Declaration and amendments thereto,~~ the Condominium plat for ~~Phase I all phases developed by the Developer~~ containing the survey, plot plan, and graphic description of the improvements, showing the Units and ~~common element~~Common Elements, their location and approximate dimensions in sufficient detail to identify them; said survey, plot plan and graphic description of improvements are ~~attached hereto as Exhibit "B" and are~~ made a part hereof by reference thereto. ~~If Phases II through IX are completed, a survey of each of those Phases containing the same information will be recorded. The Developer may make nonmaterial changes in the legal descriptions of each Phase.~~

~~B. — Amendment of Plans.~~

~~C.B.~~ Alteration of Unit Plans. A Unit Owner may purchase two or more ~~unit~~Units and combine them into one dwelling ~~unit~~Unit by penetrating the common walls at his expense. The ~~unit~~Units may be restored to their original design at the Unit Owner's sole cost. The Unit Owner shall have the ~~assessment~~Assessment obligation and voting rights as provided for each of the ~~unit~~Units before they were combined. ~~Developer reserves the right to change the interior design and arrangement of any or all such Units, and to alter the boundaries between the Units, as long as Developer owns the Units so altered. In addition, Developer reserves the right to change the number of bedrooms and bathrooms, to change the square footage of the Units, to change the location of any building, and to change the number of buildings. No other changes shall alter the boundaries of the common element~~Common Elements without amendment of the Declaration by approval of the Association, all Unit Owners and owners of mortgages in the manner elsewhere provided. ~~If more than one Unit is concerned, the Developer shall apportion between the Units the shares and common elements appurtenant to the Units concerned. The Developer, however, shall not be required to obtain such approval in order to develop Phases II through IX. If Developer makes any changes in Units so authorized for Phase I or for Phases II through IX such changes shall be reflected by an amendment to this Declaration.~~

~~1. — An amendment of this Declaration reflecting such authorized alteration of Unit plans by Developer shall be signed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners or owners of mortgages of other Units or of the~~

~~Condominium, whether or not elsewhere required by an amendment. All amendments will be executed and filed in accordance with §718.403(6a through 7), Florida Statutes (1986), as amended.~~

~~D.C.~~ Easements. ~~Developer and the~~The Condominium Association reserve the right to grant easements to utility providers through the ~~Condominium property~~Condominium Property as may be required for water, electric, sewer and other utility services in order to serve the Condominium adequately provided however, such easements through a Unit shall be only according to the plans and specifications or as approved in writing by the Unit Owner.

~~E. Amendment of Declaration to Add Additional Phases/Certificate of Surveyor. Construction of Phase II through IX of the Condominium may not be substantially complete when this Declaration is recorded in the Public Records of Charlotte County, Florida, and therefore upon substantial completion of construction of each Phase of the Condominium, the Declaration shall be amended to include a certificate of a surveyor authorized to practice in the State of Florida stating that the construction of that Phase is substantially complete so that the material, (i.e. the condominium instruments, including the plat together with provisions of this Declaration describing the Condominium property), is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements and of each Unit can be determined from such materials.~~

VI.

UNDIVIDED SHARES IN THE COMMON ELEMENTS AND SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT

A. Each Unit shall have as an appurtenance thereto an undivided share in the ~~common element~~Common Elements as set forth in Article IV C of this Declaration.

B. Each Unit Owner shall be liable for a proportionate share of the ~~common expense~~Common Expenses to the extent of his interest in the ~~common element~~Common Elements, and each Owner shall be entitled to receive the same proportionate share of the common surplus unless otherwise provided in the Bylaws.

VII.

THE ASSOCIATION

A. The Association responsible for the operation of this Condominium is HIDEAWAY BAY BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not-for-profit. The Association shall have all the powers, rights and duties set forth in the Condominium Act, as well as the powers and duties set forth in the Declaration, the Bylaws and the regulations enacted pursuant to such Bylaws. The Association is sometimes referred to herein as the "Association" or the "Condominium Association". A copy of the Articles ~~of Incorporation~~ and Bylaws of the Association are attached hereto and made a part hereof and marked Exhibits B and C, respectively.

B. Every Owner of a present vested interest in a ~~Condominium parcel~~Condominium Parcel, whether he has acquired title by purchase from the Developer, the Developer's grantee, successors, or assigns, or by gift, conveyance or by operation of laws, is bound to and hereby agrees that he shall accept membership in the Condominium Association and does hereby agree to be bound by this Declaration, the Bylaws of the Condominium Association and the ~~rules and regulations~~Rules and Regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act and of lawful amendments thereto. Membership runs with each Unit and is not severable from ownership of the Unit.

C. The Owner of every ~~Condominium parcel~~Condominium Parcel shall accept ownership of said parcel subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting Condominium Property. Owners of each Unit shall collectively be entitled to one ~~voting interest~~Voting Interest and if a Unit is owned by more than one person, then the person entitled to such ~~voting interest~~Voting Interest shall be determined as follows: A written statement under oath must be filed with the Secretary of the Condominium Association and signed by members with present vested interest to which they are entitled. The person so designated by the persons owning the majority interest in a Unit shall be known as the voting member and shall be the only member owning a ~~voting interest~~Voting Interest in that Unit eligible to cast the vote for said Unit at membership meetings. The person designated as the voting member may continue to cast the binding vote for all members owning an interest in the Unit in which he owns an interest until such time as another person is properly designated as the voting member by those members owning the majority interest by a similar written statement filed with the secretary. Notwithstanding the foregoing provisions, voting by proxy is permitted in accordance with §718.112(2)(b)1, Florida Statutes (~~1986~~2017), ~~as amended~~. When a Unit is owned by a Corporation, the Corporation president or vice-president shall execute the written statement designating which Corporation officer shall have the ~~voting interest~~Voting Interest. In absence of a written statement, the president shall be deemed as having the ~~voting interest~~Voting Interest.

D. The number of ~~voting interest~~Voting Interests shall not exceed the number of Units ~~in each Phase, so that initially, there shall be~~32-102 voting members. ~~If the Condominium Declaration is amended by adding Phases II through IX then there shall be no more members than the total number of completed Units, the maximum number being 112 after all the Phases are completed. The minimum number being 32 if only Phase I is completed. Each voting member shall have one voting interest.~~ A corporation or an individual with a ~~voting interest~~Voting Interest in more than one Unit may be designated as the voting member of each such Unit. ~~The number of voting interests will be determined by using the following formula: The numerator shall always be one (1) and the denominator shall equal the total number of units actually constructed and submitted to Condominium ownership.~~

E. All the affairs, policies, regulations and property of the corporation shall be controlled and governed by the Board of Directors of the corporation consisting of the number of Directors to be determined by the Bylaws, but not less than three (3) Directors, who are all to be elected annually by the members entitled to vote. The terms "Board of Directors" and "Board of Administration" are synonymous.

F. It shall be the duty of the Condominium Association to provide through its agents and employees for the administration, operation, maintenance, repair and replacement of the common property; to make reasonable uniform ~~rules and regulations~~Rules and Regulations from time to time, as well as to perform all other duties expressly or impliedly set forth herein. The first election of Directors shall be held in accordance with Article 5, of the Articles ~~of Incorporation~~, subject to the limitations set forth in §718.301, Florida Statutes (~~1986~~2017), ~~as amended~~. The Directors named in the Articles ~~of Incorporation~~ of the Condominium Association shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

G. Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the ~~Condominium property~~Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of

maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other persons or Owners.

H. Restraint upon assignment of shares in assets. 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 his Unit.

I. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members.

VIII. AMENDMENT TO DECLARATION

~~This Declaration may be amended as follows: Except as to the provisions of §718.403, Florida Statutes (1986), as amended, this Declaration of Condominium may be amended as follows:~~

A. Notice. Notice in writing of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. The format of the notice shall conform to §718.110(1), Florida Statutes (~~1986~~2017), ~~as amended~~.

B. A resolution for the adoption of a proposed amendment may be approved by ~~the Board of Directors of the Association until the Turnover Date (as defined in the Bylaws) and thereafter by~~ not less than fifty-one percent (51%) of the ~~voting interest~~Voting Interests of the Association. ~~Such approvals shall be either by:~~

~~1. Until the transfer of Association control pursuant to Florida Statute 718.301 (1986) by a majority of the Directors, provided the amendment does not increase the number of Units nor alter the boundaries of the common elements; or,~~

~~-~~

~~2. After transfer of such control by not less than fifty-one (51%) percent of the voting interests of the entire membership of the Association.~~

C. 1. No provision of the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the 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 promulgated amendment.

2. If there is an omission or error in a Declaration of Condominium, or in other documents required by law to establish the Condominium, the Association may correct the error or omission by an amendment to the Declaration, or the other documents required to create a Condominium by vote of a majority of the ~~voting interest~~Voting Interests. The amendment is effective when passed and approved and a certificate of the amendment is executed and recorded as provided in §718.104, Florida Statutes (2017). This procedure for amendment cannot be used if such an amendment would materially or adversely affect property rights of Unit Owners, unless the affected Unit Owners consent in writing. This sub-section does not restrict the powers of the Association to otherwise amend the Declaration, or other documentation, but authorizes a simple

process of amendment requiring a lesser vote for the purpose of curing defects, errors, or omissions when the property rights of Unit Owners are not materially or adversely affected.

D. Proviso. No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the ~~common element~~Common Elements appurtenant to it, nor increase the Owner's share of the ~~common expense~~Common Expense, unless the record Owner of all Units concerned and all record owners of mortgages on such Units shall join in the execution of the amendment. Neither shall an amendment make any changes in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the Condominium shall join the execution of the amendment. ~~No amendment shall affect the Developer without the Developer's consent.~~ An amendment prohibiting Unit Owners from renting their Units or altering the duration of the rental term or specifying or limiting the number of times Unit Owners are entitled to rent their Units during a specified period applies only to Unit Owners who consent to the amendment and Unit Owners who acquire title to their Units after the effective date of that amendment.

E. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the Officers of the Association with the formalities of a deed. The amendment shall be recorded in the Public Records of Charlotte County, Florida.

F. Directors shall be permitted to vote only if present at the meeting at which an amendment is considered, and members may vote either in person or by proxy.

The operation of the Condominium Property shall be governed by the Bylaws which are annexed to this Declaration as Exhibit C and made a part hereof. The Bylaws may be amended in the manner set forth therein.

IX. PURPOSE AND USE RESTRICTIONS

Condominium Units shall be used and occupied by the respective Owners thereof, as private single family residents, for themselves, their families, tenants and social ~~guest~~Guests, and for no other purpose.

In order to provide for a congenial occupation of the Condominium and to provide for the protection of the value of the Units, the use of the property shall be restricted to and be in accordance with the following provisions:

A. The Units shall be for residential use only and maintained in a clean and sanitary manner.

B. The ~~common element~~Common Elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the Unit Owners, and subject to such regulation by rules and Bylaws and existing contracts as may in the opinion of the Condominium Association achieve the maximum beneficial use thereof.

C. Persons under the age of seventeen (17) years of age shall not be permitted to occupy any of the ~~unit~~Units of the Condominium unless under the supervision of an adult, except to the extent and under such conditions as the Condominium Association may provide by regulation.

D. Nuisances. No nuisances shall be allowed upon the ~~Condominium property~~Condominium Property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the ~~common element~~Common Element that will increase the cost of insurance upon the ~~Condominium property~~Condominium Property.

E. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the ~~Condominium property~~Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

F. Signs. No "for sale" or "for rent" signs or other signs shall be displayed by any individual Unit Owner on his ~~Condominium parcel~~Condominium Parcel, or any part of the Condominium Property, nor shall any external television or radio antennas be erected upon or affixed to the Condominium Property or Unit buildings.

G. Pets. Pets or other animals may be kept in Units and allowed on the common property only under such regulations established by the Association. At present, there are no expressed limitations against pets. Pets that become a nuisance as determined by the Condominium Association Board must be removed from the condominium by order of the Board.

H. Leasing. An entire Unit may be rented provided occupancy is only by the lessee and his ~~family~~Family, servants and ~~guest~~Guests. No rooms may be rented except as a part of the entire Unit or to another Unit Owner. The Board shall have the right to approve all ~~lease~~Leases whose duration exceeds thirty (30) days. Said approval or disapproval shall be made within fifteen (15) days of any request therefore and any ~~lease~~Lease for which an approval is not given shall be null and void. The Board shall have the right to delegate its authority to approve or disapprove ~~lease~~Leases to the caretaker from time to time. Rentals of less than thirty (30) days shall be arranged by the owner only and the tenants shall be compatible with the Unit Owners. No ~~unit~~Units shall be rented on a daily basis.

I. Guests. All ~~guest~~Guests and tenants must comply with the Association regulations and the Board shall have the right to terminate a ~~lease~~Lease and evict a tenant who fails to comply with the regulations of the Association.

J. Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board of Directors of the Association; copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners. Any regulation so adopted may be rescinded, amended or altered by the membership in the same manner set forth in Article VIII B of this Declaration.

~~K. Proviso. Until the Developer has completed all of the contemplated improvements and closed the sales of all of the Units of the Condominium, neither the Unit Owners nor the Association shall interfere with the completion of the contemplated improvements and the sale of the Units, inasmuch as the Developer will have a substantial economic interest in the Condominium development until all Units are sold. The Developer may make such use of the~~

~~unsold Units and common areas as may facilitate such completion and sale, including but not limited to, maintenance of a sales office, the showing of the property and the display of signs. Developer may utilize unsold units as hospitality suites for prospective purchasers.~~

X. CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the Unit, and to further the continuous harmonious development of the Condominium community, the sale, lease, mortgage of Units shall be subject to the following provisions which shall be subject to the Condominium form of ownership under the laws of the State of Florida.

A. SALES

1. Except as set forth hereinafter in this Article X, if any Unit Owner desires to sell his Unit or any interest therein, and shall have received a bona fide offer for such sale, the Association shall be given written notice hereof, together with an executed copy of such offer. The Condominium Association (or its assignee) shall have the right to purchase such Unit or interest therein upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election is given to the Unit Owner and a matching down payment or deposit (if such is required by the terms of such offer) is provided to the Unit Owner within fifteen (15) days following the delivery to the Condominium Association of such notice and a copy of such offer said time to be of the essence. If the Condominium Association (or its assignee) shall elect not to purchase a Unit or an interest therein pursuant to this Article X A 1 the Condominium Association shall deliver to the Unit Owner, within the fifteen (15) day period heretofore provided, a certificate executed by any officer of the Condominium Association.

2. If the Association (or its assignee) shall elect to purchase any Unit or any interest therein pursuant to Article X A 1 hereof, title shall close on the date specified in the bona fide offer to purchase, or, if no date is specified in said offer, on a date forty-five (45) days after giving of notice by the Association (or its assignee) of its election to purchase said Unit.

3. The provisions of Article X A 1 hereof shall not apply to:

~~(a) Any sale of a Unit of which Developer is the Unit Owner;~~

~~(b)~~(a) Any transfer of any Unit by gift, devise, or inheritance;

~~(c)~~(b) The sale of any Unit by a Unit Owner to his spouse, his child, his parent, the parent of his spouse, his brother or sister, the brother or sister of his spouse, or the spouses of any of the foregoing.

4. The failure by the Association to exercise its rights pursuant to Article X A 1 hereof with respect to any particular bona fide offer to purchase a particular Unit shall not constitute a waiver of such right with respect to any subsequent bona fide offer to purchase or ~~lease~~Lease the particular Unit or any other Unit.

5. If any Unit Owner attempts to sell his Unit without giving the Association the notice required by Article X A 1 hereof, such attempted sale shall be void and shall confer no title or interest whatsoever upon the intended purchaser.

6. Except as otherwise prohibited by law, the Association may from time to time assign its rights pursuant to Article X A 1 hereof to any individual or entity that the Association shall select.

B. Since the Condominium may be used only for residential purposes and a Corporation cannot occupy a Unit for that use, the approval of ownership of a Unit by a Corporation may be conditioned by requiring that persons occupying the Unit be approved by the Association.

C. Notwithstanding anything to the contrary herein, the provisions of this article shall not be applicable to purchasers at foreclosure or other judicial sales to transferees of institutional first mortgages, ~~nor to the Developer until after the Developer has initially conveyed or disposed of all Units.~~

D. Within 15 days after request by a Unit Owner or Unit mortgagee, the Association shall provide a certificate stating all assessments and other moneys owed to the Association by the Unit Owner with respect to the ~~Condominium parcel~~ Condominium Parcel. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

XI. RIGHTS OF HEIRS AND DEVEISEES OF DECEASED UNIT OWNERS

A. If the Owner of a ~~Condominium parcel~~ Condominium Parcel should die and the title to his parcel passes to his heirs under this will or by the laws of intestacy, then such successor in title shall fully succeed to the ownership, rights, duties, and obligations of the Unit Owner, the provisions of Article X of this Declaration notwithstanding. The Association shall have the right to require reasonable evidence demonstrating who has taken title upon the death of the Unit Owner.

B. Nothing in this Article shall be deemed to reduce, forgive or abate any amounts due the Association from the Unit Owner at the time of his death, nor the ~~assessment~~ Assessments attributable to the Unit becoming due after the Unit Owner's death, all of which shall be fully due and payable as if the Unit Owner had not died.

C. Nothing herein shall prevent the sale and transfer of a ~~Condominium parcel~~ Condominium Parcel by the Owner thereof in the manner otherwise provided in this Declaration.

XII. ASSESSMENTS

The Condominium Association, through its Board of Directors shall have the power to make and collect ~~assessment~~ Assessments, special assessments, club dues, and such other assessments as are provided for by the Condominium law, this Declaration and the Bylaws.

A. Budget. The Board of Directors of the Association shall propose the annual budget in advance for each fiscal year. The budget shall project anticipated income and estimated expenses. ~~Common expense~~ Common Expenses shall include but shall not be limited to, costs and expenses of operation, maintenance and management, property taxes and assessments as made against the ~~Condominium parcel~~ Condominium Parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole, insurance premiums for fire, windstorm, flood and extended coverage insurance on the Condominium real

property and Condominium personal property, premiums for public liability insurance, legal and accounting fees, management fees, operating expenses of the property and the corporation; maintenance, repairs and replacement (but only as to the ~~common element~~Common Elements, except for emergency repairs or replacements deemed necessary to protect the ~~common element~~Common Elements), charges for utility and water used in common for the benefit of the Condominium; cleaning and janitorial service for the ~~common element~~Common Elements; expenses and liabilities incurred by the corporation in and for the enforcement of its rights and duties against the members or others; and the creation of reasonable contingency or reserve requirements for the protection of the members, and the Condominium Property (e.g., reserves for replacements, operating reserves to cover deficiencies in collections), and all other expenses designated as ~~common expense~~Common Expenses by Chapter 718, Florida Statutes (~~1986~~2017); ~~as amended~~, this Declaration or the Bylaws of the Association.

1. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

2. If a meeting of the Unit Owners has been called to determine to provide no reserve or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

B. Copies of the proposed annual budget of ~~common expense~~Common Expenses shall be mailed to the Unit Owners not less than fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The Board of Directors will prepare the proposed annual budget of ~~common expense~~Common Expenses, and the Unit Owners shall consider the budget the annual meeting or at such other meeting as may be provided in the Bylaws. At the annual meeting when the budget is considered, the voting members of the Association shall have the power to modify or amend the budget, and shall then adopt the annual budget.

C. After adoption of a budget and determination of the annual ~~assessment~~Assessment per Unit, the Association shall assess such sum by promptly notifying all Owners by delivering or mailing notice thereof to the voting member representing each Unit at such member's most recent address as shown by the books and records of the Association. Quarterly ~~assessment~~Assessments shall be due and payable in advance to the Association beginning January 1st and each 3 months thereafter, regardless whether or not members are sent or actually receive written notice thereof. Each Unit Owners ~~in Phase I~~ will be assessed an undivided one ~~thirtyone hundred~~-second (~~1/10232~~) interest in the ~~common element~~Common Elements. ~~As each Phase is added to Condominium Ownership, the fraction shall be changed accordingly so that the numerator shall always be one (1) and the denominator shall equal the number of Units submitted to Condominium Ownership.~~ In addition, the Corporation shall have the power to levy equal special assessments against each Unit if necessary to cover the aforesaid types of expenses and shall have the power to levy other special assessments as provided herein.

D. The record Owners of each Unit shall be personally liable, jointly and severally, to the Association for the payment of all ~~assessment~~Assessments, regular or special, made by the Association and for all costs for collecting delinquent ~~assessment~~Assessments. All ~~assessment~~Assessments and installments not paid when due shall be charged interest at the maximum interest rate that is allowed by law. In the event ~~assessment~~Assessments against a Unit are not paid within sixty (60) days after their due date, the Association shall have the right to file a lien as provided in Article XIV of this Declaration. The Board of Directors shall have the authority to assess a late charge for all ~~assessment~~Assessments that are unpaid for over thirty (30)

days after due. The late charge or fine will not become a lien against the Unit nor will it exceed \$50.00 per infraction nor may the late charge be a levy except after giving a reasonable notice and opportunity for a hearing to the Unit Owner, and if applicable, its licensee or ~~invitee~~Invitee.

E. Should the Association through its Directors at any time determine that the ~~assessment~~Assessments made are not sufficient to pay the ~~common expense~~Common Expenses, or in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional assessments to meet such needs of the Association. The specific purpose or purposes of any special assessment approved in accordance with the Condominium Documents shall be set forth in a written notice of such ~~assessment~~Assessment sent or delivered to each Unit Owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered common surplus.

F. The Association shall not charge any fee against a Unit Owner for the use of ~~common element~~Common Elements or Association property unless such use is the subject of a lease between the Association and the Unit Owner.

XIII. MAINTENANCE AND REPAIR

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

A. The Owner of each Condominium Unit, at his own expense shall see to, maintain, repair, replace and be responsible for the maintenance of his Unit, all equipment and ~~fixtures~~Fixtures therein, including but not limited to all air conditioning equipment used in or appurtenant to that ~~unit~~Unit and the Limited Common Element parking space and storage area appurtenant to the ~~unit~~Unit, and must promptly correct any condition which would, if left uncorrected, cause any damage to another Unit or a Limited Common Element appurtenant to another ~~unit~~Unit, and shall be responsible for any damaged caused by his non-action. All work shall be done without disturbing the rights of other Unit Owners. Furthermore, the Owner of each Unit shall, at his own expense, be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the Unit (including the attached balconies, porches or patios, where applicable) and such Owner shall at his own expense maintain and replace when necessary all glass in windows and doors in the perimeter walls of the Unit. The Unit Owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible.

B. The Association shall be responsible for and shall see to the maintenance, repair and operation of the ~~common element~~Common Elements of the Condominium, including but not limited to all portions of a Unit, except interior surfaces, contributing to the support of the Unit building, which portions shall include but not be limited to load bearing columns and load bearing walls; all conduits, screens, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Association; and all such facilities contained within a Unit that service part or parts of the Condominium other than the Unit within which contained; and, all incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association. The painting, decorating or changing of any portion of the exterior of the Unit building shall be the responsibility of the Association, and not the individual Unit Owner. However, the replacement and repair of Unit exterior surfaces excluding screens, but including doors and windows shall be at Unit Owners expense and subject to Association written approval, if such replacement or repair changes or alters the existing exterior

appearance. The Association shall have all powers necessary to discharge these responsibilities, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration and the Bylaws of the Association so long as the ~~u~~Unit ~~owner~~ Owner does not have any authority to act for the Association by reason of being a Unit Owner.

C. The maintenance and operation of the ~~common element~~Common Elements shall be the responsibility of the Association and shall be a ~~common expense~~Common Expense. In the event the Association fails to maintain the common property in accordance with its obligations hereunder, any Owner of an interest in any Unit shall have the right to seek specific performance in a court of equity to compel the Association to do so.

D. In the event Owners of a Unit fail to maintain the Unit and/or the Limited Common Element appurtenant to the Unit as required herein, or make any additions or alterations to ~~common element~~Common Elements without the required written consent, the Association or an Owner with an interest in any Unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. In the alternative, the Association shall have the right to levy, at any time, a charge against the Owners of the Unit and the Unit for the necessary sums to put the improvements within the Unit in good condition and repair or to remove any such authorized addition or alteration. The Association shall have the right to have its employees and agents enter the Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any ~~common element~~Common Elements or for making emergency repairs which are necessary to prevent damage to the ~~common element~~Common Elements or to another ~~unit~~Unit or ~~unit~~Units.

XIV. LIEN OF THE ASSOCIATION

A. The Association shall have a lien on each ~~Condominium parcel~~Condominium Parcel for any unpaid ~~assessment~~Assessments, interest, costs and attorneys fees against the Unit Owner of such ~~Condominium parcel~~Condominium Parcel. Said lien shall also secure reasonable attorney's fees incurred by the Association incident to collection of such ~~assessment~~Assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Charlotte County, Florida, of a claim of lien stating the description of the ~~condominium parcel~~Condominium Parcel, the name of the record Owner, the amount due and the date when due. Such claims of liens shall secure all unpaid ~~assessment~~Assessments, interest, costs, and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment or foreclosure. Such claims of liens shall be signed and verified by an officer or agent of the Association and shall then be entitled to be recorded. Upon full payment the party making payment shall then be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional first mortgage recorded prior to the time of recording of the claim of lien. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid ~~assessment~~Assessments, interest, costs, and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. Interest on any ~~assessment~~Assessments and installments not paid when due will accrue at the maximum rate allowed by law.

B. When the mortgagee of any mortgage of record, or other purchaser, of a ~~e~~Condominium ~~u~~Unit obtains title to the ~~condominium parcel~~Condominium Parcel as a result of a deed in lieu of foreclosure or by a purchase at the public sale resulting from the mortgage's foreclosure judgment in a foreclosure suit in which the ~~association~~Association has been properly named as a defendant junior lienholder, such acquirer of title and his successors and assigns is not liable for the share of the ~~common expense~~Common Expenses or ~~assessment~~Assessments

attributable to the ~~condominium parcel~~Condominium Parcel or chargeable to the former ~~Unit~~Unit ~~Owner~~Owner of the parcel which became due prior to acquisition of title as a result of foreclosure, unless the share is secured by a claim of lien for ~~assessment~~Assessments that was recorded prior to the recording of the foreclosed mortgage. The unpaid share of ~~common expense~~Common Expenses or ~~assessment~~Assessments are ~~common expense~~Common Expenses collectible from all of the ~~Unit~~Unit ~~Owners~~Owners, including such acquirer and his successors and assigns. Any mortgagee acquiring title to a ~~condominium parcel~~Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the ~~common expense~~Common Expenses coming due the period of such ownership.

C. Any person purchasing or encumbering a Unit shall have the right to rely upon any statement made in writing by an Officer of the Association regarding ~~assessment~~Assessments against Units which have already been made and which are due and payable to the Association, and the Association and the members shall be bound thereby. The Association shall provide a certificate stating all ~~assessment~~Assessments and other moneys owed to the Association by the Unit Owner with respect to the ~~Condominium parcel~~Condominium Parcel. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association may, at any time, require Owners to maintain a minimum balance on deposit with the Association to cover future ~~assessment~~Assessments. Said deposit shall be uniform for all Units.

XV. TAXATION

Whenever a tax is assessed against the Condominium Property as a whole, instead of against each parcel, it shall be treated as a ~~common expense~~Common Expense, in accordance with the provisions of Article XII.

XVI. ALTERATIONS OF UNITSCOMMON ELEMENTS

No Owner of a Condominium Unit shall make or cause to be made substantial and material alterations, improvements or additions to the ~~common element~~Common Elements, except in accordance with the following provisions:

A. A special meeting of all of the Unit Owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than ten (10) days, nor more than fourteen (14) days written notice.

B. Seventy-five (75%) percent of all the ~~voting interest~~Voting Interests shall vote in favor of the proposal in person or by proxy.

C. If approved each Unit Owner shall be assessed his proportionate cost of such alteration, improvement or addition based upon that Owner's interest in the ~~common element~~Common Elements.

XVII. PROHIBITION OF FURTHER SUBDIVISION AND WAIVER OF PARTITION

A. The space within any of the Unit and common property shall not be further subdivided. An undivided interest in the common property is hereby declared to be appurtenant to each Unit and such undivided interest shall not be conveyed, devised, encumbered or otherwise dealt with separately from the Unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument and an interest in the entire areas described as common property which is appurtenant to such Unit. Any instrument ~~subsequent to the Developer's conveyance~~ conveying, transferring, or encumbering an undivided percentage interest in the common property which is appurtenant to such Unit owned by the person executing such conveyance or encumbrance, and any instrument not in accordance with this Article shall not be effective and shall be deemed null and void, ab initio.

XVIII. LIABILITY, FIDELITY, AND WORKMAN'S COMPENSATION INSURANCE

A. The Board of Directors of the Association shall obtain liability insurance in such amount as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the ~~common element~~ Common Elements of this Condominium. The Board of Directors shall collect and enforce the payment of the premium for such insurance from each Unit Owner to the extent of his share in the ~~common element~~ Common Elements. Each individual Unit Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Unit or for which he may be liable. In accordance with the provisions of the Condominium Act, the liability of a Unit Owner for ~~common expense~~ Common Expense shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the Bylaws. The owner of a Unit may be personally liable for the acts or omissions of the Association in relation to the use of the ~~common element~~ Common Elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the ~~common element~~ Common Elements. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners the Association shall give notice of the exposure with a reasonable time to all Unit Owners, and they shall have the right to intervene and defend. A Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the Owner of a dwelling house would be liable for an accident occurring therein.

B. Policies of fidelity and liability insurance, insuring the Condominium Association against personal liability of the directors, officers, managers, trustees, employees or volunteers of the Condominium Association arising in connection with the performance of their duties, including dishonesty in connection with the funds of the Condominium Association, and against all other persons handling or responsible for funds of or administered by the Condominium Association, in an amount no less than one and one-half times the estimated annual operating expenses and reserves of the Condominium Association; provided that in no event shall the coverage for each officer or director who controls or disburses the funds of the Condominium Association be in an amount less than \$10,000.00. Such policies shall contain waivers by the issuers of such policies of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions.

C. Such worker's compensation insurance as is required by law.

D. Such other insurance as the Condominium Association may require, including, but not limited to, Casualty Insurance as presented in Article XIX of this Declaration of Condominium.

XIX.
**PROVISIONS FOR CASUALTY INSURANCE,
PAYMENT OF PROCEEDS, RECONSTRUCTION**

A. Purchase of Insurance. The Board of Directors of the Association shall keep insured the Condominium Property, including the entire ~~b~~Buildings erected upon the Condominium land, all ~~fixtures~~Fixtures and personal property appurtenant thereto, and all Units contained therein, and for the interest of the Association, all Unit Owners and their mortgagees, as their interest may appear, in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, against loss or damage by fire and extended covered hazards covered by a standard coverage endorsement, windstorm insurance and flood insurance as required by Florida Statute §718.111(11)(e) (2017). The word ~~b~~Building as used in this paragraph shall be defined in §718.111(11), Florida Statutes (1986), as amended Article 1.7 of this Declaration. The policy shall provide the carrier with the right to subrogate against anyone. The Association shall have rights of subrogation for deductibles and deficiencies.

B. Assured and Loss Payable. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association, all Unit Owners and their mortgages as their interest may appear, and shall be paid to a Florida bank or trust company having trust powers selected by the Board of Directors of the Association who shall act as the Insurance Trustee and it shall be the duty of the Insurance Trustee to receive such proceeds as are paid to them and to hold the same in trust pursuant to the terms of this Declaration.

C. Payment of Premiums. The Board of Directors shall collect and pay the premiums for casualty insurance as part of the ~~common—expense~~Common Expense for which ~~assessment~~Assessments are paid. Each Unit Owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other ~~assessment~~Assessments.

D. Reconstruction or Repair After Casualty. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common Element. If the damaged improvement is a ~~common element~~Common Element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium should be terminated.

2. Unit Building. The word building shall not include floor coverings, wall coverings or ceiling coverings.

(a) Lesser Damage. If the damaged improvement is the Unit building, and if Units to which fifty percent (50%) of the ~~common—element~~Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the Condominium should be terminated.

(b) Major Damage. If the damaged improvement is the Unit building, and if Units to which more than fifty percent (50%) of the ~~common—element~~Common Elements are appurtenance are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement

as elsewhere provided unless within sixty (60) days after the casualty the Owners of seventy five percent (75%) of the ~~common element~~Common Elements and their mortgagees agree in writing to such reconstruction or repair.

(c) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not, then according to plans and specifications approved by the Board of Directors of the Association and if the damaged property is the Unit building, by the Owners of not less than seventy five percent (75%) of the ~~common element~~Common Elements, including the Owners of all damaged Units and their mortgagees, which approval shall not be unreasonably withheld.

(d) If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the costs to rebuild or repair.

(e) If the net proceeds of the insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a uniform special assessment against all Unit Owners for the deficiency.

(f) If any of the insurance policies have deductible amounts, the Board of Directors shall levy a uniform special assessment to all ~~u~~Unit ~~e~~Owners for the deductible amount.

3. Disbursement of Funds. The funds for payment of costs for reconstruction and repair after casualty, which consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from ~~assessment~~Assessments against the Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of ~~assessment~~Assessments paid by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such ~~assessment~~Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such ~~assessment~~Assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of ~~assessment~~Assessments against 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 that is the responsibility of the Association is less than \$50,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee by the mortgagee that is beneficiary of an insurance policy the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner provided for in the major-damage section.

(ii) Association-Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$50,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon written approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustees to the Unit Owner or if there is a mortgagee endorsement as to the Unit, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(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 of 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 stated; except however, that the part of distribution to a beneficial Owner that is not in excess of ~~assessment~~Assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

4. Rights of Mortgagees. If any first mortgagee of any Condominium Unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium Property. A majority of such mortgagees as herein above defined may designate the bank or savings and loan Association as a depository for these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month to month an amount greater than one-twelfth (1/12) of the reasonably estimated casualty insurance premium next due, per month. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration of Condominium to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee, of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or re construction of the property subject to the mortgage, be distributed to the mortgagee and the Unit Owners as their interests may appear.

5. Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases therefore.

XX. MORTGAGES

A. A Unit Owner who mortgages his ~~Condominium parcel~~Condominium Parcel must notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a register which shall, among other things, contain the names of all of the Owners of ~~Condominium parcel~~Condominium Parcels and the names of mortgagees. Failing to notify the Association of the existence of a mortgage shall in no way impair the validity of the

mortgage. The Association shall, at the request of a mortgagee, report any unpaid ~~assessment~~Assessments due from the Owner of a ~~Condominium parcel~~Condominium Parcel.

B. Priority of Declaration. No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association, mortgage company or insurance company authorized to transact business in the State of Florida, and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the ~~Developer~~Association, the Association and the Owner or Owners of any part of said subdivision may be enforced against the Owner of the portion of said property subject to such mortgage notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained.

XXI.
DEVELOPER'S UNIT
RIGHTS AND PRIVILEGES RESERVED

~~The provisions of Article X hereof respecting sale and lease of Condominium parcels, shall not be applicable to the Developer submitting the Condominium Property to Condominium ownership. The Developer reserves the right to and has the right to sell Condominium Units and parcels to any purchaser approved by it, subject, however, to the use of restrictions provided. The Developer shall have the right to transact any business necessary to consummate the sale of Units, including but not limited to the right to maintain models, advertise on the premises, and use the common elements. In the event there are unsold parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other Owners of Condominium parcels. The Developer may sell parcels owned by it to any person or persons whatsoever and the provisions of Article X shall not be applicable to the Developer or to any such sale or conveyance by the Developer, notwithstanding anything to the contrary contained in this Declaration, the Bylaws or the Articles of Incorporation of the Association. Developer shall also have the right (i) to use any Units owned by Developer for offices, sales offices, storage space and samples; (ii) to enter upon the Common Elements with business invitees to show the sample Units and the Common Elements; and (iii) to maintain upon the Common Elements sales information signs and such other signs as Developer shall desire. This Article shall not be amended without the written consent of the Developer. If the provisions of this article conflict with any other article, then this article shall govern.~~

XXII.
SEVERABILITY OF PROVISIONS

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration, or in the Articles or Bylaws of the Association or of the Condominium Act, shall in no ways affect the remaining part or parts hereof which are unaffected by such invalidation, and the same shall remain effective.

XXIII.
TERMINATION RESERVED

~~This project may be terminated as provided for by the Condominium Act. Upon termination the undivided share of the common property owned in common by each Unit Owner shall be one thirty second (1/32) if only Phase I has been completed. If any of the Phases II through IX have been completed, upon termination the undivided share of the common property owned in common by each Unit Owner shall be determined by the following formula: The numerator shall~~

~~always be one (1) and the denominator shall be equal to the number of Units actually constructed and submitted to Condominium ownership.~~

XXIV. EASEMENTS

A. All Owners of Units shall have as an appurtenance to their Units a non-exclusive perpetual easement for ingress to and egress from their Units over all right-of-way streets, stairs, walks and other common property located in the Condominium, subdivision, and a perpetual non-exclusive right or easement, in common with all persons owning an interest in any Unit in the Condominium, to the use and enjoyment of all ~~common element~~Common Elements in the building and other facilities (including but not limited to utilities as they now exist) located in the Condominium. Non-exclusive easements are also reserved through the Condominium Property as may be required for utility purposes in order to serve the occupants of the Units, provided, however, such easements through a Unit shall be only according to the plans and specifications for the building, unless approved as may be required for utility service in order to adequately serve Hideaway Bay Beach Club, A Condominium.

B. All the Condominium Property and all the Condominium Units and the ~~common element~~Common Elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the Condominium Property, or caused by inaccuracies in construction or reconstruction, of the building or such improvements upon the Condominium Property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments stand. A valid easement for the maintenance of such encroachments is herein created, so long as such encroachments stand.

XXV. DAMAGE TO COMMON ELEMENTS BY INDIVIDUAL UNIT OWNERS

Should the Association be required to make any expenditure for the repair or replacement of any portion of the ~~common Element~~Common Elements because of any damage, destruction or injury thereto (other than ordinary wear and tear) caused by one (1) or more Unit Owners, or the ~~family~~Family members, animals, ~~guest~~Guests, tenants, agents or employees of one (1) or more Unit Owners, the Unit Owner or Unit Owners responsible for such damage, destruction or injury, or whose ~~family~~Family members, ~~guest~~Guests, tenants, agents, or employees are responsible for such damage, destruction or injury shall, to the extent that the Association is not required to maintain insurance to cover the particular damage, destruction or injury, reimburse the Association for such expenditure.

XXVI. LITIGATION

No judicial, arbitrate or administrative proceeding shall be commenced or prosecuted by the Association unless the same is approved by a vote of seventy-five percent (75%) of the Unit Owners pursuant to Article VIII hereof. In the case of such a vote, and notwithstanding anything to the contrary in this Declaration of Condominium, the Articles ~~of Incorporation~~ or the Bylaws, the Board of Directors shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five (75%) of all Unit Owners, whether in person or by proxy. This Article XVI shall not apply, however, to (i) actions brought by the Condominium Association to enforce the provisions of this Declaration of Condominium (including, without limitation, the foreclosure of liens), (ii) the imposition of personal ~~assessment~~Assessments as

provided in Articles XIII and XIV hereof, (iii) proceedings involving challenges to ad valorem taxation, or (iv) counterclaims brought by the Association and proceedings instituted against it.

XXVII TERMINATION OF CONDOMINIUM

The Condominium may be terminated at any time in the manner provided in Section 718.117, Florida Statutes (2017) ~~of the Condominium Act~~ or otherwise in accordance with the provision of this Declaration.

XXVIII NOTICES

A. All notices and other communications required or permitted to be given under or in connection with this ~~declaration of condominium~~ Declaration shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which said notice was e-mailed (if the Unit Owner has consented in writing to receiving notices by electronic mail) or on the second business day on which mailed, by certified mail, return receipt requested, addressed as follows:

To any Unit Owner - At his place of residence on the Condominium Property, or to such other address as any Unit Owner shall designate by notice to the Association ~~and the Developer~~ in accordance with this Article;

To the Association - HIDEAWAY BAY BEACH CLUB CONDOMINIUM ASSOCIATION, INC., ~~P.O. Box 910, Sarasota, Florida 33577~~ to the address of its Community Association Management Company, or to such other address as the Association shall designate with the Florida Department of State Division of Corporations by notice in accordance with this Article to Developer and to all Unit Owners; and

~~To Developer - RADNOR/GASPARILLA CORPORATION, 2 Radnor Corporate Center, Radnor, Pennsylvania 19087, or to such other address as Developer shall designate by notice in accordance with this Article to the Condominium Association and all Unit Owners.~~

B. The Secretary of the Association shall maintain a register of current addresses of all Unit Owners established for notice purposes pursuant to this Article, Unit numbers, ~~and~~ telephone numbers (if known), and electronic mail addresses (if so authorized by Unit Owner) which register shall be made available for inspection, upon request, to all Unit Owners ~~and Developer~~.

XXIX. MISCELLANEOUS PROVISIONS

A. ~~The Developer shall be excused from payment of its share of common expenses and assessments related to units in its name for a period of 1 year from the date of recording the Declaration of Condominium. The Developer guarantees to each Purchaser that the assessment for common expenses of the Condominium imposed upon the Unit Owners will not increase over \$175.00 per Unit per month for a 12 month period beginning from the date of recording the Declaration of Condominium. During this 12 month period, the Developer will pay for any amount of common expenses incurred and not produced by the assessments at the guaranteed level due from the other Unit Owners. Only the regular and periodic assessments shall be used for payment of common expenses prior to the expiration of this twelve month period. This restriction~~

~~shall apply to funds including, but not limited to, capital contributions or start-up funds collected from Unit purchasers at closing.~~

~~B.A.~~ B.A. The Condominium Association, its officers, Directors, agents and employees, shall at all times have the right to enter the Condominium Units at reasonable times for the purpose of inspecting the ~~common element~~Common Elements, gaining access to the ~~common element~~Common Elements, or making repairs or otherwise maintaining the Condominium Property, or to abate emergency situations which threaten damage to the Condominium Property or any part thereof.

~~C.B.~~ C.B. Financial Statements. Within 90 days after the end of the fiscal year, The Board of Directors of the Association shall prepare and complete, or contract provide for the preparation and completion, of a financial report for the preceding fiscal year operating statement and present it at least annually to each of the members. Within 21 days after the final financial report is completed by the Association or received from the third-party, but not later than 120 days after the end of the fiscal year, the Association shall mail to each Unit Owner at the address provided in Article XXVIII of this Declaration, or hand delivered to each Unit Owner, a copy of the most recent financial report 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 5 business days after receipt of a written request from the Unit Owner. Financial reports shall be prepared in accordance with §718.111(13), Florida Statutes (2017). These financial operating statements shall be compiled according to generally accepted auditing standards by an independent certified public accountant licensed by the Florida Board of Accountancy. Any member at his cost, may at any reasonable time, cause an audit to be made of the corporate records and books by a certified public accountant.

~~D.C.~~ D.C. The Association has the authority, without the joinder of any Unit Owner, to grant, modify, or more any easement if the easement constitutes part of or crosses the ~~common element~~Common Elements. This subsection does not authorize the Association to grant, modify, or move any easement created in whole or in part for the use and benefit of anyone other than the Unit Owners, or crossing the property of anyone other than the Unit Owners, without their consent or approval as required by law or the instrument creating the easement. ~~Nothing in this subsection affects the minimum requirements of §718.104(4)(m) Florida Statutes (1986), as amended.~~

~~E.D.~~ E.D. The Board of Directors of the Association or any voting member of the Association shall have the right to maintain an action because of the failure of a Unit Owner or the Association to comply with the terms of the Declaration, ~~Articles of Incorporation of the Association~~, the Bylaws, or the regulations adopted pursuant to them, and the documents and ~~regulations as they may be amended from time to time~~. In such an action, the prevailing party shall be entitled to recover the costs of the proceeding together with reasonable attorneys' fees.

~~F.E.~~ F.E. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the ~~Articles of Incorporation of the Association~~, the Bylaws, or the regulations shall not constitute a waiver of the right to do so thereafter.

~~G.F.~~ G.F. ~~Until the completion of contemplated improvements to the Condominium property, the Developer specifically reserves the right, without the joinder of any persons, to make such changes in the Declaration and its attachments or in the plat of development as may be required by any lender, governmental authority or as may be in its judgment, necessary or desirable; provided that such will not change the overall plan as required in §718.403, Florida Statutes (1986), as amended, which changes require approval of 100% of the Unit Owners as well as the approval of the mortgagees and that all changes when made will provide facilities as good as, or better than, those shown on the Condominium plat. This provision shall take precedence over any other provisions of the Declaration or its attachments.~~RESERVED.

H.G. The captions used in this Declaration of Condominium are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration of condominium.

I.H. The provision of this Declaration of Condominium shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof, unless such invalidity or unenforceability shall destroy the uniform plan which this Declaration of Condominium is intended to create for the operation of the Condominium.

J.I. This Declaration of Condominium shall be governed by and construed according to the laws of the State of Florida.

K.J. This Declaration ~~of~~ is subject to the Declaration of Restrictions recorded January 23, 1985 in O.R. Book 803, Page 736, of the Public Records of Charlotte County, ~~Florida unless such restrictions, or any of them in conflict with this Declaration, shall have been waived in writing by the Developer.~~

~~IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium this ____ day of _____, ____.~~

first witness _____ **RADNOR/GASPARILLA CORPORATION,**
_____ a Delaware Corporation authorized to do business
_____ in Florida, **"Developer"**

second witness _____ BY: _____

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I (ISLAND PARCEL)

The South 200' of Tract 6 and all of Tract 7, said South 200' being more particularly described as a 200' wide strip of land running from Gulf of Mexico to Gasparilla Sound having for its Southerly boundary the Southerly line of Tract 6 (also being the Northerly line of Tract 7) and having for its Northerly boundary a line parallel to and 200' Northerly of, measured at right angles to the aforesaid southerly boundary of Tract 6, GASPARILLA ESTATES SUBDIVISION according to the Plat thereof, recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida. Contains 18.93 Acres more or less.

PHASE II

Commence at the Northeast corner of Lot 1, of GASPAR'S HIDEAWAY, UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida. Said point lying on the south line of Tract 7 of GASPARILLA ESTATES SUBDIVISION, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; Thence run South 61°40'25" West along said south line of Tract 7, 55.87' to its intersection with the State of Florida Coastal Construction Control Line as approved January 6, 1977; Thence leaving said south line, run North 29°23'27" West along said Coastal Construction Control Line, 540.10'; Thence leaving said line, run North 61°40'25" East, 419.39' to the Point of Beginning of Phase II; Thence continue North 61°40'25" East, 226.06; Thence South 71°45'00" 173.44'; Thence South 31°15'00" West, 107.74; Thence North 82°44'59" West, 310.30' to the Point of Beginning and Containing 0.68 Acres more or less.

PHASE III

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY, UNIT ONE, as recorded in Plat Book 15, Page 2 of the Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of GASPARILLA ESTATES SUBDIVISION, as recorded in Plat Book 2, Page 94, of the Public Records of Charlotte County, Florida; thence run South 61°40'25" West along the said South line of Tract 7, 55.87 feet to its intersection with the State of Florida Coastal Construction Control Line as approved January 6, 1977; thence leaving said South line, run North 29°23'27" West along said Coastal Construction Control Line 540.10 feet; thence leaving said line run North 61°40'25" East, 353.51 feet; thence South 28°19'35" East, 44.17 feet to the Point of Beginning of Phase III; thence South 25°44'33" East, 61.33 feet; thence South 69°45'00" East, 32.96 feet; thence South 02°55'48" West, 24.20 feet to a point, lying on the arc of a curve to the right whose center bears South 02°55'48" West, 150 feet; thence run in a general Eastwardly direction, along the arc of said curve having a radius of 150 feet and a central angle of 17°58'19", 45.05 feet; thence North 48°30'37" East, 75.07 feet; thence North 66°50'43" East, 51.68 feet to a point, lying on the arc of a curve to the right whose center bears North 48°30'27" East, 60 feet; thence run in a general Northwardly direction, along the arc of said curve, having a radius of 60 feet and a central angle 48°44'24", 51.04 feet to the Point of Tangency; thence North 07°15'01" East, 13.35 feet; thence North 82°44'59" West, 119.47 feet to the Point of Curvature of a curve to the left; thence run in a general Westwardly direction, along the arc of said curve, having a radius of 70 feet and a central angle of 77°00'01", 94.07 feet to the Point of Beginning.

PHASE IV

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY, UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of GASPARILLA ESTATES SUBDIVISION, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; thence run North 61°40'25" East along said South line of Tract 7, 471.17'; thence leaving said South line, run North 28°19'35" West, 153.57' to the Point

of Beginning of Phase IV; thence South 87°55'29" West, 127.02' to a point, lying on the arc of a curve to the left whose center bears South 81°37'46" West, 150'; thence run in a general northwardly direction, along the arc of said curve, having a radius of 150' and a central angle of 50°53'26", 133.23'; thence run North 48°30'37" East along a non-radial line, 57.29'; thence North 66°50'43" East, 59.96'; thence South 41°29'23" East, 108.60' to the point of curvature of a curve to the right; thence run in a general southwardly direction, along the arc of said curve, having a radius of 115' and a central angle of 44°43'16", 89.76' to the Point of Beginning and containing 0.45 acres more or less.

PHASE V

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of GASPARILLA ESTATES SUBDIVISION, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; thence run North 61°40'25" East along said South line of Tract 7, 260.93 feet; thence leaving said South line, run North 28°19'35" West 54.69 feet to the Point of Beginning of Phase V, said point lying on the arc of a curve to the right whose center bears South 23°59'13" East, 110 feet; thence run in a general Eastwardly direction along the arc of said curve, having a radius of 110 feet, and a central angle 24°07'02", 46.30 feet to the Point of Reverse Curvature of a curve to the left; thence run in a general Eastwardly direction, along the arc of said curve, having a radius of 50 feet and a central angle of 70°42'23", 61.70 feet to the Point of Tangency; thence North 19°25'26" East, 118.93 feet to the Point of Curvature of a curve to the left; thence run in a general Northeastwardly direction, along the arc of said curve, having a radius of 115 feet and a central angle of 16°11'32", 32.50 feet; thence run South 87°55'29" West along a non-radial line, 127.02 feet to a point lying on the arc of a curve to the right whose center bears South 81°37'46" West, 150 feet; thence run in a general Southwardly direction, along the arc of said curve, having a radius of 150 feet and central angle of 32°26'43", 84.94 feet to the Point of Compound Curvature of a curve to the right; thence run in a general Southwestwardly direction, along the arc of said curve, having a radius of 60 feet and a central angle of 41°56'18", 43.92 feet; thence run South 23°59'13" East along a radial line, 75.33 feet to the Point of Beginning.

PHASE VI

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of GASPARILLA ESTATES SUBDIVISION, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; thence run North 61°40'25" East along said South line of Tract 7, 260.93 feet; thence leaving said South line, run North 28°19'35" West, 54.69 feet to the Point of Beginning of Phase VI, said point lying on the arc of a curve to the left whose center bears South 29°59'13" East, 110 feet; thence run in a general westwardly direction along the arc of said curve, having a radius of 110 feet, and a central angle of 24°45'35", 47.54 feet to the point of tangency; thence South 41°15'12" West, 31.97 feet to the point of curvature of a curve to the right; thence run in a general southwestwardly direction, along the arc of said curve, having a radius of 190 feet and a central angle of 20°25'13", 67.72 feet to the point of tangency; thence South 61°40'25" West, 62.98 feet; thence North 28°19'35" West, 54.25 feet to the point of curvature of a curve to the right; thence run in a general northeastwardly direction, along the arc of said curve, having a radius of 400 feet and a central angle of 07°17'05", 50.86 feet; thence run North 56 degrees 25'41" East along a non-radial line, 154.18 feet to the point of curvature of a curve to the right; thence run in a general northeastwardly direction, along the arc of said curve, having a radius of 50 feet and a central angle of 35 degrees 08'55", 30.67 feet to the point of reverse curvature of a curve to the left; thence run in a general eastwardly direction, along the arc of said curve, having a radius of 60 feet and a central angle of 25°33'49", 26.77 feet; thence run South 23°59'13" East along a radial line, 75.33 feet to the Point of Beginning and containing 0.49 acres more or less.

PHASE VII

Commence at the Northeast corner of Lot 1 of Gaspar's Hideaway Unit One, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida said point lying on the south line of Tract 7 of Gasparilla Estates Subdivision, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; thence run North 61°40'25" East along said South line of Tract 7, 758.34; thence leaving said south line, run North 28°19'35" West, 25' to the point of beginning of Phase VII; thence South 41°40'25" West, 45.03' to the point of curvature of a curve to the right; thence run in a general Westwardly direction, along the arc of said curve, having a radius of 45' and a central angle of 43°36'15", 49.47' to the point of tangency; thence North 74°43'20" West, 67.98' to the point of curvature of a curve to the right; thence run in a general northwestwardly direction, along the arc of said curve, having a radius of 130' and a central angle of 60°43'20", 137.77; thence run North 76°00'00" East, along a radial line, 125.88' to a point lying on the arc of a curve to the left whose center bears North 49°27'18" East, 75'; thence run in a general eastwardly direction, along the arc of said curve, having a radius of 75' and a central angle of 85°14'07", 111.62'; thence South 12°02'10" East, 105.73' to the point of beginning and containing 0.55 acres more or less.

PHASE VIII

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of GASPARILLA ESTATES SUBDIVISION, as recorded in Plat Book 2, Page 94, Public Records of Charlotte County, Florida; thence run North 61°40'25" East along said South line of Tract 7, 948.63 feet; thence leaving said South line, run North 28°19'35" West, 25 feet to the Point of Beginning of Phase VIII; thence North 12°02'10" West, 105.73 feet; thence South 61°40'25" West, 190.29 feet; thence South 12°02'10" East, 105.73 feet; thence North 61°40'25" East, 190.29 feet to the Point of Beginning.

PHASE IX

Commence at the Northeast corner of Lot 1 of GASPAR'S HIDEAWAY UNIT ONE, as recorded in Plat Book 15, Page 2, Public Records of Charlotte County, Florida, said point lying on the South line of Tract 7 of GASPARILLA ESTATES SUBDIVISION, as recorded in Plat Bok 2, Page 94, Public Records of Charlotte County, Florida; thence run North 61°40'25" East along said South line of Tract 7, 948.63 feet; thence leaving said South line, run North 28°19'35" West, 25 feet to the Point of Beginning of Phase IX; thence North 61°40'25" East, 171.74 feet to the Point of Curvature of a curve to the left; thence run in a general Northeastwardly direction, along the arc of said curve, having a radius of 190 feet and a central angle of 20°10'25", 66.90 feet; thence run North 48°30'00" West along a radial line, 95.70 feet; thence South 61°40'25" West, 174.60 feet; thence South 12°02'10" East, 105.73 feet to the Point of Beginning.