

20. **Selling and Mortgaging of Units.** No Unit Owner other than the Developer may sell his Unit and no Unit Owner including Developer may lease his Unit except by complying with the following provisions:

20.1 **Approval by Association.** Any Unit Owner who receives a bona fide offer to purchase or lease his Unit (such offer to purchase is called an "Outside Offer" and any party making such an Outside Offer is called an "Outside Offeror" and the Unit Owner to whom the outside offer is made is called an "Offeree Unit Owner"), which he intends to accept shall give notice by certified and/or registered mail to the Board of Directors of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside "Offeror, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Board of Directors may reasonably request. Not later than thirty (30) days after receipt of such notice, and such further information requested, the Association or its designee shall issue its certification of approval or disapproval of the Outside Offeror.

Any deed or lease to an Outside Offeror shall automatically be deemed to provide that the acceptance thereof by the grantee or tenant shall constitute an assumption of the provisions of the Declaration, the Articles, By-Laws, applicable Rules and Regulations, and all other agreements, documents or instruments affecting the Condominium Property, as the same may be amended from time to time.

Any purported sale of a Unit in violation of this Section shall be voidable within six (6) months at the election of the Association and if the Board of Directors shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to void a conveyance. Said Unit Owner shall reimburse the Association for all expenses (including attorney's fees and disbursements) incurred in connection with such proceedings.

The foregoing restrictions shall not apply to Units owned by any Institutional Mortgagee acquiring title by foreclosure or by a deed in lieu of foreclosure or in satisfaction of debt. Such Institutional First Mortgagees shall have the right to sell or lease Units they own without having to first offer the same for sale to the Association.

Notwithstanding anything herein contained to the contrary, the Board of Directors, in exercising its rights as provided in this Subsection 20.1, shall not make any decision in a discriminatory manner, and no decision shall be made on the basis of race, gender, religion, national origin or physical or mental handicap.

20.2 **No Severance of Ownership.** No part of the Common Elements or Limited Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other

disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements and Limited Common Elements.

- 20.3 **Certificate of Approval.** A certificate executed and acknowledged by an officer of the Association stating that the provisions of Subsection 20.1 have been satisfied by a Unit Owner shall be conclusive with respect to all persons who rely on such certificate in good faith. The Board of Directors shall furnish such certificate upon request to any Unit Owner. The Association may charge a fee in connection with the furnishing of such certificate, which fee shall not be in excess of the charges reasonably required for same, and such charges shall not exceed the maximum amount allowed under the Act (as it is amended from time to time).
- 20.4 **Exceptions.** The provisions of Subsection 20.1 shall not apply with respect to any sale or conveyance of any Unit by (a) the Unit Owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings or a trustee, corporation or other entity where the Unit Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trust, corporation or other entity, or to any one or more of the above, (b) the Developer, (c) the Association, (d) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of foreclosure, or (e) an Institutional First Mortgagee (or its designee) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure or in satisfaction of debt; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 20.
- 20.5 **Gifts and Devises, etc.** Any Unit Owner shall be free to convey or transfer the Unit Owner's Unit by gift, to devise said Unit by will, or to have said Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and said Unit subject to, the provisions of this Section 20.

21. **Compliance and Default.** Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of the Declaration of Condominium and all exhibits annexed hereto, and the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

- 21.1 **Negligence.** A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guest, employees, agents or lessees, but only to the extent such expenses is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

- 21.2 **Compliance.** In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the Articles, By-Laws, applicable Rules and Regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, to make a special charge against the Unit Owner for the sums necessary to do whatever work is required to prevent damage to the Common Elements or to a Unit or Units, to hire an attorney to make a charge against the Unit Owner for the costs of such reasonable attorney's fees incurred in requiring performance and/or compliance of the Unit Owner and to collect such charge.
- 21.3 **Fines.** In the event a Unit Owner or occupant fails to observe and perform all of the provisions of the Declaration, the By-Laws, or reasonable rules of the Association, the Association shall have the right to levy a fine against the Unit Owner. The amount of the proposed fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed any maximum amount permitted by the Condominium Act, as such Act may be amended from time to time. No fine shall be levied prior to giving at least fourteen (14) days written notice to the Unit Owner or tenant, signed by an officer of the Association, which notice shall include: (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, By-Laws or rules which have been allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Association. A Committee of Unit Owners that are not members of the Board of Directors ("the Committee") shall conduct the hearing. At the hearing, the Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the proposed fine is appropriate. The Unit Owner or tenant shall have the right to attend the hearing and shall have the opportunity to respond, present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association or the Committee. At the hearing the Committee shall ratify, reduce or eliminate the fine and shall give the Unit Owner or tenant written notice of its decision. Any fine shall be due and payable within ten (10) days after written notice of the imposition of the fine.
- 21.4 **Costs and Attorney's Fees.** In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, the Articles, By-Laws, or the Rules and Regulations adopted pursuant to said documents as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees (including attorney's fees on appeal).

21.5 **No Waiver of Rights.** The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, the Articles, By-Laws, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

22. **Termination of Condominium.** The Condominium shall continue until (i) terminated by casualty, loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawals of the Condominium Property from the provisions of the Act is unauthorized by a vote of Owners owning at least 80% of the applicable interests in the Common Elements and by a Majority of the Institutional First Mortgagees. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the Public Records of the County.

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

23.1 Institutional First Mortgagees shall have the right, upon written request to the Association, to: (i) examine the Condominium documents and the Association's books and records, (ii) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (iii) receive notices of and attend Association meetings, (iv) receive notice of any alleged default in any obligations hereunder by any Unit Owner, on whose Unit such Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to the Unit Owner, and (v) receive notice of any substantial damage or loss to any portion of the Condominium Property.

23.2 Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium Property or the affected mortgaged Unit, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any proposed termination of the Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.

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

25. **Additional Provisions.**

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

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

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

- 25.4 **Exhibits.** There is hereby incorporated in this Declaration all materials contained in the exhibits annexed hereto, except that as to such exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 25.5 **Signature of President and Secretary.** Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 25.6 **Governing Law.** Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 25.7 **Severability.** The invalidity in whole or in part of any covenant or restriction, or any Section, Subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 25.8 **Waiver.** No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 25.9 **Ratification.** Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, Articles, By-Laws, and applicable Rules and Regulations, are fair and reasonable in all material respect.
- 25.10 **Execution of Documents: Attorney-in-Fact.** Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the community as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such

documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

- 25.11 **Gender; Plurality.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.
- 25.12 **Captions.** The captions herein and in the exhibits annexed hereto are inserted only as a manner of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.
- 25.13 **Access of Developer to Building and Units.** For as long as Developer remains liable to any Unit Owner, or the Condominium Association, under any warranty, whether statutory, express or implied, for any act or omission of Developer in the development, construction, sale and marketing of the Condominium, or any Units therein, then Developer and its agents shall have the right, in Developer's sole discretion, and from time to time, to enter the Condominium or any Units for the purpose of inspecting, testing and surveying same, to determine the need for repairs, improvements or replacements, so as to permit Developer to fulfill its obligations under such warranties. Failure of the Association or of a Unit Owner to grant such access shall result in the appropriate warranty being nullified and of no further force or effect.

26. **Mission Inn; Master Association.** The condominium is an integral part of a larger development generally referred to as Mission Inn. To effectuate the orderly development of Mission Inn and to establish, protect and preserve the quality of Mission Inn as a whole, the Master Developer has the right, in its sole discretion, but without any obligation to do so, to impose master covenants, conditions and restrictions on the Land, which may encumber all or a part of the Mission Inn development. Master Developer may, but shall not be obligated to, form in its sole discretion a master association to enforce and administer the terms and conditions of the master covenants, conditions and restrictions, and to own, operate and maintain certain properties as provided therein. The powers that may be granted to the master associations and the covenants, conditions and restrictions that may be imposed by the master declaration on the Property as well as all or a part of Mission Inn, may include, but shall not be limited to, the following:

- (i) the right, reserved to Master Developer, or such other party as it may designate, to subject real property in Mission Inn to the covenants, conditions and restrictions of the master declaration, or to withdraw certain property from being subject to the master declaration;
- (ii) the right reserved to Master Developer, or such other party as it may designate, to make changes to the development orders issued by applicable governmental entities affecting all or a part of Mission Inn (including the

Land), and the right reserved to Master Developer, or such other party as it may designate, including without limitation the master association, to enforce provisions in any development orders, as provided in the master declaration;

- (iii) the right reserved to Master Developer, or such other party as it may designate, to seek to have applicable governmental agencies impose a municipal service taxing unit or community development district on all or a part of Mission Inn;
- (iv) the right reserved to Master Developer, or such other party as it may designate, to impose certain land use classifications and restrictions on all or a part of the property within Mission Inn subject to the master declaration, so as to restrict use of the property subject to the master declaration to be consistent with such land use classifications which land use classifications may be subject to change under certain terms and provisions of the master declaration;
- (v) the right to impose architectural and landscape standards and a review procedure in respect thereto on all or a part of the property subject to the master declaration, and to provide certain standards for signage, landscaping, drainage, roads, curbs, entrance areas, utilities, pedestrian paths, parking, and outside storage, among other things;
- (vi) the right to impose certain restrictions to membership in the master association and to establish voting rights in the master association;
- (vii) the right of the master association to make assessments against all or a part of the property subject to the master declaration (including, without limitation, the Property), for the purpose of fulfilling its obligations under the master declaration, including the maintenance, operation, administration and replacements of those portions of Mission Inn for which the master association is responsible;
- (viii) the right of the master association to collect assessments and to place liens on those properties subject to the master declaration which fail to pay such assessments, and to pursue foreclosure of those liens and collection procedures against parties responsible for such assessments;
- (ix) the right of the master association to impose fines or certain sanctions for failure of owners of the property subject to the master declaration to abide by the terms and conditions of the master declaration;
- (x) the right of Master Developer to impose and reserve certain easements over those properties subject to the master declaration;

- (xi) the right but not the obligation of Master Developer, or such other party as it may designate, to provide or arrange for others to provide for certain telecommunications services, including cable television, and controlled access services to all or a portion of the property subject to the master declaration;
- (xii) the right of the master association to control, operate and manage, or enter into agreements with other parties to control, operate and manage the surface water management system located within those portions of Mission Inn subject to the master declaration;
- (xiii) the right to impose in the master declaration and provide that Master Developer, the master association or their designees also may impose certain restrictions on use of and access to any lakes included within Mission Inn or which are adjacent to property located within Mission Inn;
- (xiv) the right of Master Developer and the master declaration to reserve, for themselves or such other parties as they may designate, certain easement rights over common area for ingress, egress, drainage and utility purposes and other purposes which are not incompatible with the use of such common area to benefit Mission Inn;
- (xv) the right of Master Developer and the master association to cause the Association or other subassociations to link common area irrigation systems and other common property irrigation systems into treated effluent systems, and to use such treated effluent in reasonable quantities established by Master Developer in irrigation of reasonable quantities established by Master Developer in irrigation of the common area or other areas provided in the master declaration;
- (xvi) the right of Master Developer to retain control of the master association and any architectural review board for a period of time to be established by Packing House;
- (xvii) the right of Master Developer to form certain communities, neighborhoods or other groups of parcels within the property encumbered by the master declaration, which communities, neighborhoods or other groups of parcels shall, in addition to the master declaration, be subject to their own declarations of covenants, conditions and restrictions, which communities, neighborhoods or groups of parcels may be administered by certain subassociations, which may be designated as community associations, neighborhood associations or parcel associations, or other similar designations, and the right of Master Developer to designate Mission Inn as a community, neighborhood, or group of parcels and the Association as

a community association, neighborhood association, parcel association or similar designation, if the Developer deems such designation appropriate;

- (xviii) the right of the master association, in its discretion, to enforce any terms and provisions of this Declaration, including the levy and collection of any assessments provided in this Declaration, and to further levy and collect assessments arising as a result of any actions taken by the master association to enforce this Declaration; and
- (xix) the right of the master association to impose charges and assessments applicable to the Property, some or all of which charges may be included in the Association's budget and may be included in the general assessments of the Association.

If Master Developer, in its sole discretion, elects to impose a master declaration of covenants, conditions and restrictions on the Property and certain properties within Mission Inn, and further elects to form a master association to enforce and administer the terms of the master declaration, Master Developer shall be entitled to impose such master declaration and operation of the master association on the Property by recordation in the Public Records of Lake County, Florida, of such master declaration executed only by Master Developer or its designees, or any supplementary declaration submitting the Property to the terms of the master declaration executed only by Master Developer or its designees, without notice, and without the approval or consent of any person whatsoever being required, and such master declaration shall be a covenant running with the land, and shall be binding on all parties having any right, title or interest in the Property, or any part thereof submitted to the terms of the master declaration, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

- 26.1 **Signage.** Notwithstanding any less restrictive provisions contained in the Master Declaration, no "For Sale," "Open House," realtor's signs or contractor's signs shall be placed by a Unit Owner on a Unit, the Limited Common Elements appurtenant thereto, or the Common Elements, until such time as control of the Association has been turned over to the unit owners/homeowners. The only signage permitted within the Condominium during this time shall be signage placed by or at the direction of the Developer, its successors, if any.
- 26.2 **Controlled Access and Central Security System.** Access through the main entrance to Mission Inn may be controlled by the Master Developer. Owners shall be subject to the procedures adopted by the Master Developer for granting access to Mission Inn through the main entrance. A central security system may be installed throughout Mission Inn. Each Unit Owner may provide plans and specifications for an individual electronic security system, which may in the discretion of the Owner of the Unit be connected to the central security system if it is compatible with the central security system. The cost of the installation and maintenance of the individual security system for each Unit and the connection

thereof to the central security system, if the Owner shall so elect, shall be borne by the Owner of each Unit. If a Unit Owner installs an individual security system in a Unit which is not connected to the central security system, the Unit Owner shall provide the name of its security system monitoring service to the Master Developer and to the Association and the name of the person to be contacted in the event of security system malfunctions. It is expressly provided, however, that notwithstanding any approval of the plans and specifications therefor, nor procedures formulated for access to the Property from any entrance thereto by the Master Developer or the Association, or otherwise, neither the Master Developer, the Association nor the Developer shall have any liability to any person whomsoever or whatsoever, including without limitation, any Owner, for any failure, deficiency or malfunction of any individual security system or the central security system, nor for any procedures established for access to Mission Inn from any entrance thereto. The Master Developer, the Association and the Developer, expressly disclaim any guarantee or security system or any individual security system, or any portion thereof, or that said security systems or any portion thereof will prevent intrusion, fires or other occurrences or the consequences of same, regardless of the purpose of the design of said security systems or portion thereof. Further, Master Developer, the Association and Developer state, and the person served by said security systems acknowledge, that the operation of said security systems does not render any of the aforesaid parties insurers of the property or safety of the persons served thereby. Such parties further assume no liability for any loss or damage to real or personal property resulting, whether proximate or otherwise, from any failure or alleged failure of said security systems or any portion thereof, or acts of God.

26.3 **Plan Approvals.** Before commencing the construction or alteration (including without limitation painting) of any buildings, enclosures, fences, structures, parking facilities, drainage facilities, landscaping feature, or any other structures or permanent improvements on or to the Condominium or the Common Elements, Association or Owner, as appropriate, first shall submit to Master Developer plans and specifications for its review and approval as follows.

- (i) The items to be submitted to Master Developer shall be commensurate with the work involved, and may include without limitation construction plans and specifications, site plans, landscape drawings and specifications, irrigation plans and specifications, samples of all exterior materials of the color and texture proposed to be used, and plans and specifications relating to signage, if any.
- (ii) Approvals shall be based, among other things, on conformity and harmony of external design and colors with neighboring structures, improvements, operations and uses, including without limitation the design and colors of the Resort; relation of topography, grade and finished ground elevation of the site being improved to that of neighboring sites; proper facing of main

elevation with respect to nearby streets and structures; storm drainage considerations; conformity of the plans and specifications to the design concept of the Resort, and the purpose and general plan and intent of the development by Master Developer of neighboring property.

- (iii) If Master Developer fails to either approve or disapprove such final submittals within thirty (30) days after the date of receipt by it of final drawings and related information (provided the party requesting approval has submitted any additional information requested by Master Developer), it shall be conclusively presumed that Master Developer has approved said plans and specifications, subject, however to the covenants contained herein.
- (iv) Whenever Master Developer disapproves such plans and specifications, the disapproval shall be accompanied by a written notice of the reason or reasons for such disapproval.
- (v) Approval by Master Developer shall be effective for a period of six (6) months from the earlier of the date of approval or the expiration of the thirty (30) day period specified above where approval is not expressly granted or denied. If construction has not commenced within said six (6) month period, the approval shall expire, and no construction shall thereafter commence without written renewal of such prior approval.
- (vi) Neither Master Developer nor its successors or assigns shall be liable to anyone submitting plans to it for approval or to any Owner or occupant of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to Master Developer for consideration agrees, by submission of such plan, and every Owner agrees, by acquiring title to a Unit or interest therein, that the Owner will not bring any action, proceeding or suit against Master Developer to recover any such damages. In case of conflict between plan review and this Declaration, this Declaration shall govern the rights and obligations of the parties. Master Developer's approval of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents given by it hereunder, is given solely to protect the aesthetics of Mission Inn, the Resort and neighboring property owned by Master Developer and shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereon complies with, or is not in violation of any applicable laws, rules or regulations, and Master Developer is hereby expressly released and relieved of any and all liability in connection therewith.

- 26.4 **Right of Master Developer to Act.** Upon the violation of any restriction or requirement herein contained, Developer, Master Developer, the Association and or any Unit Owner, in addition to all other remedies, may seek an order from a court of competent jurisdiction enjoining the violation or permitting Master Developer to enter upon the portion of the property upon or as to which such violation exists, and summarily to abate or remove the same, using such force as may be reasonably necessary at the expense of the offending party, and neither the person entering nor the organization directing the entry shall be deemed liable for any manner of trespass for such action. The offending party shall pay on demand the cost and expense of such abatement or removal, which shall include without limitation reasonable attorneys fees and other costs (including fees and costs upon any appeal) in connection with seeking the court order, together with interest thereon at the highest rate allowed by law from date of disbursement to date of recovery. Payment not made within fifteen (15) days after demand shall become a lien upon the Unit or the property, as applicable, upon the recordation by Master Developer or its agent of a Claim of Lien setting forth the amount due, the description of the property intended to be encumbered and referring to the terms of this Section. The lien also shall secure all costs of collection, including without limitation costs of the action and Master Developer's reasonable attorneys fees, including costs and fees upon appeal. The lien may be foreclosed in the same manner as a mortgage upon real estate, or Master Developer, without waiving the right of foreclosure, may pursue collection directly against the affected party.
- 26.5 **Future Easements.** Master Developer, its successor and assigns, shall have the right, power and privilege to, at any time, grant to itself, the Association, any governmental entity or agency thereof, or any other parties such other further and additional easements over any common area or easement areas on the plats of any portion of Mission Inn as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of Master Developer, for the future orderly development of Mission Inn. The easement contemplated by this section may include, without limitation, such easements as may be required for utility, drainage, road right of way or other purposes reasonably related to the orderly development of Mission Inn. Such further or additional easements may be hereafter created, granted, or reserved by Master Developer without the necessity for the consent or joinder of the Association or any Unit Owner.
- 26.6 **Right to Sell.** Developer may itself be, or may form an entity which shall be, or may designate an independent entity to be, the exclusive real estate broker for the sale of any Unit in the Condominium, subject to the following terms. In the event an Owner or Unit desires to sell his Unit and desires to use a real estate broker for such purpose, the Owner shall notify the Master Developer's designated real estate broker ("Master Developer's Broker"). Master Developer's Broker shall have the exclusive right to sell the Unit for a period of 120 days after receipt of the notice in writing from Owner. If a contract to buy the Unit is entered into within said 120 period, whether due to the efforts of Master Developer's Broker,

the Owner or otherwise, and such sale occurs, the Master Developer's Broker shall receive for its services a real estate brokerage fee which is customary in the community for its services rendered, which fee shall be disclosed to the Owner at the commencement of said 120 day period. If a contract is not entered into on the Unit within said 120 day period, then the Owner may employ any broker of his choice to sell his Unit. Provided, that this section shall not pertain to any sale of a Unit owned by Developer or Master Developer, nor the sale of a Unit owned by an institutional mortgagee who has acquired said Unit by foreclosure or by a transfer in lieu of a foreclosure proceeding. This section shall not affect the right of the Owner to sell his Unit without the aid of a real estate broker. If the Owner sells his Unit without the aid of a real estate broker, he shall not owe a fee or commission to the Master Developer's Broker. If an Owner employs a real estate broker to sell his Unit without giving the Master Developer's broker the 120 day period provided in this section to sell the Unit, and the Unit is sold, upon the closing of said sale, the Owner shall pay the Master Developer's Broker the same fee as Owner would have owed to it, if the Master Developer's Broker had been the procuring cause of the sale.

27. **Enforcement by St. Johns River Water Management District.** The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

28. **Mission Inn Resort Membership.** All Unit Owners must become Social Members of Mission Inn Golf & Tennis Resort at closing and maintain that membership during their ownership so long as the social membership cost to such members does not increase at any greater rate than the consumer price index increases using the year 2000 as a base. Access to the Mission Inn Resort (the "Resort") or to any facilities or parts thereof is strictly subject to the rules, regulations and any other procedures of the Resort. Ownership of a Unit shall not confer upon any Owner thereof any rights to membership in the Resort or any rights or privileges with respect to the use of enjoyment of the Resort's facilities. Membership in the Resort and the right and privilege to use and enjoy the Resort's facilities shall be conferred only by and within the sole and absolute discretion of the Resort or such other appropriate entity, such as an owner, lessee, operator or manager of the Resort's facilities, as the rules, regulations, and other instruments governing such activity may designate. No owner or occupant gains any right to enter or to use the Resort's facilities by virtue of ownership or occupancy or by virtue of this Declaration.

JOINDER OF MORTGAGEE

The undersigned Mortgagee, REGIONS BANK, an Alabama banking corporation, as holder of that certain Mortgage and Security Agreement by and between SONOMA PHASE II, INC., a Florida corporation, as Mortgagor, and REGIONS BANK, as Mortgagee, recorded in Official Records Book 2676, Page 1664, of the Public Records of Collier County, hereby joins in the making of the foregoing Declaration of Condominium of Mission Carmel, a Condominium.

Witnesses:

REGIONS BANK,
an Alabama Banking corporation

Lori J. Carlson
Signature

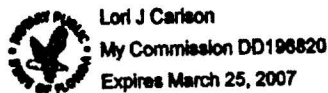
By: [Signature]
Printed Name: W. Jay Rasmussen
Its: SR. Vice President

LORI J. CARLSON
Printed Name

J. Carson Longo
Signature
J. Carson Longo
Printed Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 22 day of August, 2005, by W. Jay Rasmussen, as SR. Vice President of REGIONS BANK, an Alabama banking corporation, who is personally known to me or who has produced _____ as identification.



Lori J. Carlson
NOTARY PUBLIC
Print Name: LORI J. CARLSON
My Commission Expires: 3/25/2007