

**Outdoor Resorts**  
Orlando, Florida

**Documents  
Of**

**Outdoor Resorts At Orlando, Inc.  
A Condominium**

**Declaration Of Condominium**

**Articles Of Incorporation**

**By-Laws**

*Revised March, 2015*



**INSTR # 2015219007**  
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 STACY M. BUTTERFIELD,  
 CLERK OF COURT POLK COUNTY  
 RECORDING FEES \$486.00  
 RECORDED BY ambezieg

This instrument was prepared by  
 And to be returned to:

K Scott D. Newsom, Esq.  
 Hurley, Rogner, Miller, et al.  
 1560 Orange Avenue  
 Suite 500  
 Winter Park, Florida 32789  
 (407) 571-7400

Cross-Reference to Amended and Restated  
 Declaration of Condominium of Outdoor  
 Resorts at Orlando, Inc., a Condominium,  
 recorded in Official Records Book 4685, Page 846  
 of the Public Records of Polk County, Florida

**CERTIFICATE OF AMENDMENT TO THE  
 AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF  
 OUTDOOR RESORTS AT ORLANDO, INC., A CONDOMINIUM**

**AND**

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED BY-LAWS  
 OF OUTDOOR RESORTS AT ORLANDO, INC., A CONDOMINIUM**

**AND**

**CERTIFICATE OF AMENDMENT TO THE RULES AND REGULATIONS OF  
 OUTDOOR RESORTS AT ORLANDO, INC., A CONDOMINIUM**

WHEREAS, that certain Amended and Restated Declaration of Condominium of Outdoor Resorts at Orlando, Inc., a Condominium was recorded in Official Records Book 4685, Page 846, *et seq.*, Public Records of Polk County, Florida, and as subsequently amended and/or supplemented from time to time (collectively, the "Declaration"); and

WHEREAS, Article VII of the Declaration provides the method as to how the Declaration can be amended; and

WHEREAS, Article VII of the Declaration provides that the Declaration may be amended by the approval of not less than a majority of those voting interests of Outdoor Resorts at Orlando, Inc., a Florida not for profit corporation (hereinafter, the "Association") who are present in person or by proxy at a duly called meeting of the Association's membership; and

WHEREAS, at a duly called and noticed meeting of the membership of Outdoor Resorts at Orlando, Inc., a Florida not for profit corporation, held on March 7, 2015, a quorum of the Association's membership was present; and

WHEREAS, at least a majority of those voting interests of the Association present in person or by proxy approved of and/or affirmatively voted in favor of the proposed amendments to the Declaration, which are more particularly described in the attached Exhibit "A" which is incorporated herein in its entirety; and

WHEREAS, the Declaration was amended and such amendments duly adopted in accordance with the provisions of the Declaration by the Association; and

WHEREAS, Section 718.110(14) of the Florida Statutes permits the Association to reclassify a portion of the Common Elements serving only one Unit or a group of Units as a Limited Common Element of that Unit or Units upon the vote required to amend the Declaration; and

WHEREAS, sea walls and ground level decks adjacent to the canals within the Condominium are currently classified as Common Elements; and

WHEREAS, the Association desired to reclassify the sea walls and ground level decks adjacent to the canals within the Condominium as Limited Common Elements of the Units where such sea walls/or and ground level decks are located; and

WHEREAS, at least a majority of those voting interests of the Association present in person or by proxy approved of and/or affirmatively voted in favor of the reclassification of the sea walls and ground level decks on those Units adjacent to the canals as Limited Common Elements; and

WHEREAS, that certain Amended and Restated By-Laws of Outdoor Resorts at Orlando, Inc., a Condominium was recorded with the Declaration in Official Records Book 4685, Page 846, *et seq.*, Public Records of Polk County, Florida, and as subsequently amended and/or supplemented from time to time (collectively, the "Bylaws"); and

WHEREAS, Article IX of the Bylaws provides the method as to how the Bylaws can be amended; and

WHEREAS, Article IX of the Bylaws provides that if an amendment has received the approval of at least six (6) members of the Association's full Board of Directors, then the amendment must be approved and/or adopted by the affirmative vote of not less than a majority of those voting interests of the Association who are present in person or by proxy at the Association's annual meeting; and

WHEREAS, the Association desired to amend Article II, Section 4 of the Bylaws, Article IV, Section 8(f) of the Bylaws, and Article XVI, Section 3(3)(c)(6)(a) of the Bylaws as such

amendments are more particularly described in the attached Exhibit "B" which is incorporated herein by this reference in its entirety; and

WHEREAS, the proposed amendments to Article II, Section 4 of the Bylaws, Article IV, Section 8(f) of the Bylaws, and Article XVI, Section 3(3)(c)(6)(a) of the Bylaws were approved by at least six (6) members of the Association's full Board of Directors; and

WHEREAS, the proposed amendments to Article II, Section 4 of the Bylaws, Article IV, Section 8(f) of the Bylaws, and Article XVI, Section 3(3)(c)(6)(a) of the Bylaws were submitted to the Association's membership for approval and/or adoption at the Association's annual meeting held on March 7, 2015; and

WHEREAS, at least a majority of those voting interests of the Association present in person or by proxy approved of and/or affirmatively voted in favor of the proposed amendments to the Bylaws, which are more particularly described in the attached Exhibit "B" which is incorporated herein in its entirety; and

WHEREAS, the Bylaws were amended and such amendments duly adopted in accordance with the provisions of the Bylaws by the Association; and

WHEREAS, Article XVI, Section 2 of the Bylaws provides that certain Rules and Regulations of the Association can only be amended through the procedure set forth in Article IX of the Bylaws; and

WHEREAS, the Association desires to amend certain Rules and Regulations of the Association, in particular Rule B, Rule G, and Rule J of the Association's Rules and Regulations; and

WHEREAS, the proposed amendments to Rule B, Rule G, and Rule J of the Association's Rules and Regulations are set forth in Exhibit "C" attached hereto and incorporated herein by this reference; and

WHEREAS, the proposed amendments to Rule B, Rule G, and Rule J of the Association's Rules and Regulations were approved by at least six (6) members of the Association's full Board of Directors; and

WHEREAS, the proposed amendments to Rule B, Rule G, and Rule J of the Association's Rules and Regulations were submitted to the Association's membership for approval and/or adoption at the Association's annual meeting held on March 7, 2015; and

WHEREAS, at least a majority of those voting interests of the Association present in person or by proxy approved of and/or affirmatively voted in favor of the proposed amendments to Rule B, Rule G, and Rule J of the Association's Rules and Regulations, which are more particularly described in the attached Exhibit "C" which is incorporated herein in its entirety; and

WHEREAS, the Association's Rules and Regulations were amended and such amendments duly adopted in accordance with the provisions of the Bylaws by the Association; and

NOW, THEREFORE, the undersigned hereby certify that the amendments to the Declaration attached hereto as Exhibit "A", the amendments to the Bylaws attached hereto as Exhibit "B", and the amendments to the Association's Rules and Regulations attached hereto as Exhibit "C", and all such exhibits being incorporated herein by this reference in their entirety, are true and correct copies of the amendments approved and/or adopted in accordance with the terms, conditions, and requirements of the Declaration and/or the Bylaws as applicable.

FURTHER, the sea walls and ground level docks adjacent to the canals within the Condominium shall hereinafter be reclassified for all purposes as Limited Common Elements, and shall be operated, maintained, repaired, used, and/or replaced in the same manner as set forth in the Declaration for Limited Common Elements.

**[SIGNATURES BEGIN ON FOLLOWING PAGE]**

WITNESS my signature hereto this 21 day of October, 2015 at Clermont, Polk County, Florida.

WITNESSES:

**OUTDOOR RESORTS AT ORLANDO, INC.,** a Florida not for profit corporation

Jimmie Booker

Print Name: J. M. M. Y. Booker

Kathleen Carey

Print Name: Kathleen Carey

By: David Powell

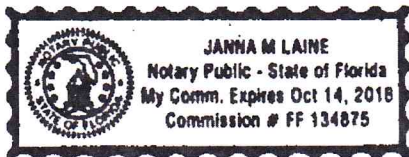
Print Name: DAVID POWELL

Title: President

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 21 day of October, 2015, by David Powell (print name) as the President of **OUTDOOR RESORTS AT ORLANDO, INC.,** a Florida not for profit corporation, on behalf of the corporation. He is  personally known to me, or  as produced \_\_\_\_\_ as identification.

NOTARY SEAL:



Janna M Laine  
Notary Public, State of Florida  
Print Name: Janna M Laine  
My Commission No.: FF 134875  
My Commission Expires: 10-14-18

WITNESSES:

[Signature]  
 Print Name: Linda K. Dunkle

[Signature]  
 Print Name: Kathleen Carney

ATTEST:

By: [Signature]  
 Print Name: JEROME BONALLE

Title: Vice President

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 21 day of October, 2015, by Jerome Bonalle (print name) as the Vice President of **OUTDOOR RESORTS AT ORLANDO, INC.**, a Florida not for profit corporation, on behalf of the corporation. He/She  personally known to me, or  as produced \_\_\_\_\_ as identification.

NOTARY SEAL:



[Signature]  
 Notary Public, State of Florida  
 Print Name: Janna M Laine  
 My Commission No.: FF 134875  
 My Commission Expires: 10-14-18



**SECTION I  
DECLARATION  
OF  
CONDOMINIUM**



**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF  
OUTDOOR RESORTS AT ORLANDO, INC., A CONDOMINIUM**

The original Declaration of Condominium of Outdoor Resorts at Orlando, Inc., a Condominium (hereinafter "Original Declaration") was recorded in Official Records Book 1373 at Page 289 et seq., of the Public Records of Polk County, Florida. That Original Declaration, as it has previously been amended, is hereby further amended in part and is restated in its entirety. Except as may be specifically set forth herein, it is intended that this AMENDED AND RESTATED DECLARATION OF CONDOMINIUM supersede the Original Declaration of Condominium and any amendments thereto.

**SUBMISSION TO CONDOMINIUM OWNERSHIP**

This Amended and Restated Declaration of Condominium is made by OUTDOOR RESORTS AT ORLANDO, INC., a Florida corporation not for profit, hereinafter the "Association." The land subject to this Declaration and the improvements located thereon have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act as set forth in the Original Declaration and subsequent amendments thereto recorded in Official Records of the Public Records of Polk County, Florida. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of condominium parcels. The acquisition of title to a unit of any other interest in the condominium property, or the lease, occupancy, or use of any portion of a unit or the condominium property, constitutes an acceptance and ratification of all provisions of this Declaration, as amended from time to time, and an agreement to be bound by its terms. In addition, any and all plats of said lands and any easements thereon, as previously amended or modified, remain unchanged, unless specifically modified herein. All exhibits to the Original Declaration as recorded at Official Records Book 1373, Page 289 et seq., of the Public Records of Polk County, Florida are hereby incorporated by reference herein.

**DEFINITIONS:** The terms used in the Declaration, its exhibits and the Association's By-Laws shall have the meanings stated below and in Chapter 718, Florida Statutes, ( The "Condominium Act") unless the context otherwise requires.

- A. Declaration or Declaration of Condominium, or Enabling Declaration, means this Amended and Restated Declaration of Condominium of Outdoor Resorts at Orlando, Inc., a Condominium as it may, from time to time, be amended.
- B. Association or Corporation means "Outdoor Resorts at Orlando, Inc., a Condominium," a non-profit Florida Corporation, and its successors, being the entity responsible for the operation of the Condominium.
- C. By-Laws mean the By-Laws of the Outdoor Resorts at Orlando, Inc., a Condominium, as they exist from time to time.
- D. Common Elements, mean the portions of the Condominium property not included in the units and shall include any premises leased by the Association.

- E. Limited Common Elements means and includes those common elements which are reserved for the use of certain units, to the exclusion of all other units.
- F. Condominium means that form of ownership of Condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part of thereof, an undivided share in the common elements.
- G. Condominium Act means and refers to the Condominium Act of the State of Florida, Chapter 718, Florida Statutes, as may be amended from time to time.
- H. Common Expense means the expenses for which the unit owners are liable to the Association
- I. Common Surplus means the excess of all receipts of the Association, including, but not limited to assessments, rent, profits and revenues on account of common elements, over the amount of common expense
- J. Condominium Property means and includes the land in a condominium whether or not contiguous, and all improvements there of, and all the easements and rights thereof, intended for use in connection with the Condominium.
- K. Assessments means a share of the funds required for the payment of common expenses which, is assessed against the unit owner.
- L. Condominium Parcel means a Unit, together with the undivided share of the common elements, which is appurtenant to the unit.
- M. Condominium Unit, or Unit, means a part of the Condominium property which is subject to private ownership
- N. Unit Owner, or Owner of a Unit, or a Parcel Owner, means the owner of a Condominium Parcel.
- O. Institutional Mortgagee means a bank, savings and loan association, insurance company, or a union pension fund, authorized to do business in the state of Florida, or any agency of the United States Government.
- P. Occupant means person or persons, other than the Unit Owner, in possession of a unit.
- Q. Condominium documents means this Declaration, the Articles of Incorporation, the By-Laws and all exhibits annexed hereto as the same from time to time may be amended.
- R. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by F. S. 718.103, the Condominium Act.
- S. Majority means more than one half of a total number

II

## NAME

The Name by which this Condominium is to be identified is: **OUTDOOR RESORTS AT ORLANDO, INC., A CONDOMINIUM**

## III IDENTIFICATION OF UNITS

The Condominium property consists of 979 units in all. All units have been given identification numbers and have been graphically depicted on the survey exhibits attached as Exhibit "B" to the Original Declaration.

## IV OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the Condominium shall own an undivided 1/979<sup>th</sup> interest in the common elements and limited common elements. The fee title to each condominium parcel shall include both the condominium unit and the above respective undivided interest in the condominium elements said undivided interest in common elements to be deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title or to the condominium unit. Any attempt to separate the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void. The term "common elements", when used throughout this Declaration, shall mean both the common elements and the limited common elements, unless the context otherwise specifically provides or requires.

Those common elements include, but are not limited to the following: the water distribution system, the sewerage collection system, the evaporation/ percolation area, the electrical distribution system, all roadways, walkways, pathways, bath houses, parking lots, recreational facilities, including the central recreational building, front office building and property, guard house, nine hole (par three) golf course, tennis courts, the shuffleboard courts, swimming pools, marina, playgrounds in the recreational area, service facilities located in the common use areas, beaches, parks, parking areas, elevator to the upstairs recreational building, maintenance and service and storage buildings, fenced storage area, all administrative facilities and equipment located on the condominium property, drainage, condominium facilities, The Rental Program as established in Article XI, equipment or property which is for the common benefit and enjoyment of the unit owners and their guests.

## V VOTING RIGHTS

There shall be one person with respect to each unit ownership who shall be entitled to vote at any meeting of the unit owners, such person shall be known (and is hereinafter referred to) as a "voting member".

If a unit is owned by more than one person, the owners of the said unit shall designate one of them, as the voting member, or in the case of a corporate unit ownership, an officer or an

employee thereof shall be designated the voting member. The designation of the voting member shall be made as provided by, and subject to, the provisions and restrictions set forth in the Bylaws of the Association. The total number of votes shall be equal to the total number of units in the Condominium, as declared of that date, and each condominium unit shall have no more and no less than one equal vote in the Association. (*For example: If one individual owns two condominium parcels, he shall have two votes.*) The vote of a condominium unit is not divisible.

Unit ownership for the purpose of voting rights, is defined as ownership in fee title.

#### **VI COMMON EXPENSE AND COMMON SURPLUS**

The common expense of the Condominium shall include, among other items set forth herein, the expense of maintenance and operation of the common elements. Each unit owner shall be responsible and liable for a 1/197<sup>th</sup> share of the common expense.

Any common surplus of the Association shall be owned by each unit owner in the same proportion as the owner's contribution to the common expense and assessments of the Association.

#### **VII METHOD OF AMENDMENT OF DECLARATION**

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called and convened in accordance with the By-Laws, by the affirmative vote of the voting members casting not less than a majority of the total votes of the voting members of the Association who are present in person or by proxy at a duly called meeting of the membership.

All amendments shall be recorded and certified as required by the Condominium Act. No amendment shall change any condominium parcel nor a condominium unit's proportionate share of the common expense or common surplus, nor the voting rights appurtenant to any unit, unless all record owners thereof, and all record owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the amendment. No amendment shall be passed which shall impair or prejudice the rights of any lessor's interest under the lease.

#### **VIII BY-LAWS**

The operation of the condominium shall be governed by the Amended and Restated ByLaws which are set forth in a document entitled "Amended and Restated By-Laws of Outdoor Resorts at Orlando, Inc., a Condominium" attached hereto as Exhibit "A."

No modification of the amendment to the Bylaws of said association shall be valid unless set forth in or annexed to a duly recorded amendment of this Declaration.

The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering the condominium parcel(s).

#### **IX**

## OPERATING ENTITY

The name of the Association responsible for the operation of the Condominium is set forth in Article II herein above; said Corporation, is a Not For Profit Florida Corporation, organized and existing pursuant to the Condominium Act. The said Association shall have all the powers and duties granted to, or imposed upon it, by this Declaration, the By-Laws of the Association, the Laws of the State of Florida, and its Articles of Incorporation, which Articles of Incorporation are attached hereto as Exhibit "B."

Every owner of a condominium parcel, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws of said Association, The Articles of Incorporation of the Association, and by the provisions of this Declaration.

## X ASSESSMENTS

The Association, through its Board of Directors, shall have the power to fix and determine, from time to time, the sum, or sums necessary and adequate to provide for the common expenses of the condominium property, and such other assessments as are specifically provided for in this Declaration and the By-Laws attached hereto. The procedure for the determination of such assessments shall be set forth in the By-Laws of the Association.

The common expense shall be assessed against each condominium unit, as provided in Article VI of this Declaration.

Assessments that are unpaid for over fifteen (15) days after due date, shall bear interest at the rate of eighteen percent (18%) per annum, from due date until paid and a late charge of \$25.00 shall be due and payable.

The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, against the unit owner of such condominium parcel, together with a lien on all tangible personal property located upon said unit; provided, however, that such a lien upon aforesaid tangible personal property shall be subordinate to prior bona fide liens of record, and further provided that said lien on a condominium parcel shall be subordinate to the lien of any institutional first mortgage. Reasonable attorneys fees incurred by the Association incident to the collection of such assessments for the enforcement of such liens, together with all sums advanced and paid by the Association for taxes and payments on account or other superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the unit owner and secured by such a lien. The Association's lien shall also include those sums advanced on behalf of the unit owner on payment of his obligation.

The board of Directors may take such action as they deem necessary to collect assessments by personal action, or by enforcing and foreclosing said liens, and may settle and compromise the same, if it is in the best interests of the Association, Said liens shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act, except as herein provided. The Association shall be entitled to bid at

any sale held pursuant to a suit to foreclose as assessment lien and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel, and the plaintiff in such a foreclosure shall be entitled to the appointment of a receiver to collect same from the unit owner and/or occupant.

The Association shall have the right, in lieu of foreclosure, if it deems prudent, to take possession of the said condominium unit and offer the same for rental. The Association shall credit the income therefrom to the arrearages and in payment of the lien established by the default of the condominium owner. The Association shall likewise, if necessary, in order to carry out this right of rental, remove any travel trailer in place on such condominium parcel and place the same in storage, all without liability to the owner. The selection of this mode of procedure in payment of lien established by said arrearages and delinquencies shall not be exclusive, and the Association may, at any time, proceed in foreclosure should it deem the same necessary, or expedient, or prudent, and no question or judgment may be raised, as this right of renting is an absolute right and a part of this Declaration.

Any person who acquired an interest in a unit, including without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or the enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owner have been paid.

## XI

### **PROVISIONS RELATING TO SALE OR RENTAL OF CONDOMINIUM UNITS**

No restrictions are placed herein as far as selling any condominium unit. Outdoor Resorts of America, Inc., as original developer, however, shall have for a period of ninety nine (99) years from the date of this declaration, the exclusive right, in the absence of use by the owner or his designated guests, to rent lots/units which are a part of the Declaration at scheduled rates promulgated from time to time by Outdoor Resorts of America, Inc. The above referenced exclusive right to rent lots in favor of Outdoor Resorts of America, Inc. has been purchased by the Association. As such, the Association has all the right, title and interest in the Rental Rights set forth above, including the right to rent lots at scheduled rates promulgated from time to time by the Association for the balance of the ninety-nine (99) year period.

More specifically, the Association's rental rights will be as follows: At any time during the unexpired portion of the 99 year period referenced above, when an owner or his designated guests are not using a Lot or Unit, and provided such owner desires to rent the same, the Association shall have the exclusive right to rent such Lot or Unit at rates as may be promulgated from time to time by the Association. The Association shall retain for its services not more than fifty percent (50%) of the gross amount of the rent collected on any Lot or not more than thirty percent (30%) on any Unit with the remaining percentage reserved for the benefit of the owner. As partial consideration for the aforesaid, the Association shall use an advertising program to promote the rental of said Lots/Units. This exclusive right of the Association to rent the subject Lots/Units shall be binding on each member, successors and assigns, and shall constitute a covenant running with the land for each Lot/Unit.

**NOTICE OF INTENT TO ENFORCE THIS RESTRICTION AFTER JULY 1, 2001.** SOME VIOLATIONS OF THIS PROVISION MAY HAVE OCCURRED PRIOR TO THE RECORDING OF THIS AMENDMENT TO THE DECLARATION. YOU SHOULD NOT RELY ON ANY PRIOR NON-ENFORCEMENT OF THIS PROVISION AS AN INDICATION THAT THIS PARTICULAR RESTRICTION HAS BEEN WAIVED OR THAT IT WILL NOT BE ENFORCED IN THE FUTURE. IT IS THE INTENTION OF THE ASSOCIATION TO BRING ALL UNIT OWNERS INTO COMPLIANCE WITH THIS PROVISION. THEREFORE, ALL OWNERS SHALL IMMEDIATELY BE SUBJECT TO THE PROVISIONS CONTAINED HEREIN. THE BOARD OF DIRECTORS SHALL HAVE THE RIGHT, FROM TIME TO TIME, TO ADOPT REASONABLE RULES AND REGULATIONS REGARDING THE PROCEDURES TO BE FOLLOWED FOR THE RENTAL PROGRAM. SAID RULES REQUIRE A UNIT OWNER TO EXECUTE A RENTAL AGREEMENT WITH THE ASSOCIATION.

## XII

### INSURANCE PROVISIONS

#### A. Liability Insurance

The Board of Directors of the Association shall obtain Public Liability and Property Damage Insurance covering all of the common elements and the condominium units, and insuring the Association and the unit owners as its and their interest appear, in such amounts as the Board of Directors and the Association may determine from time to time, provided that the minimum amount of coverage shall be \$250,000/ 500,000/ 10,000. Said insurance shall include, but not limit the same, to water damage, if available, legal liability, hired automobile, non-owned automobile and off premises employee coverage.

#### B. Casualty Insurance

1. Purchase of Insurance The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the condominium including personal property owned by the Association, in and for the interest of the Association, all unit owners and their mortgagees, as their interest may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association; the premiums for such and other expenses in connection with said insurance shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage as provided in this Declaration must be good and responsible companies authorized to do business in the State of Florida.

2. Loss Payable Provisions All policies purchased by the Association shall be for the benefit of the Association, all unit owners and their mortgagees, if any, as their interest may appear.

a. Surplus It shall be presumed the first moneys distributed in payment shall be made from the insurance proceeds; and if there is a balance in

the funds after payment all of the costs of the repair and restoration, such balance shall be distributed to the Association's general fund.

- b. Plans and Specifications Any repair and restoration must be substantially in accordance with the plans and specifications for the original improvements, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld.
- c. Such other insurance shall be carried as the Board of Directors of the Association shall determine from time to time to be desirable.
- d. Each individual unit owner shall be responsible for purchasing at his own expense, any additional liability insurance as he may deem necessary to cover incidents occurring upon his own unit, canal docks, boat, deck, ramps or stairs and for the purchase of insurance upon his own personal property.

### XIII USE AND OCCUPANCY

1. All lots, parcels or units which are designated on Exhibit "B" of original documents as recreational vehicle sites shall be reserved and restricted for RECREATIONAL CAMPSITES FOR CAMPING TRAILERS, including within such category; park models, manufactured tent type folding trailers, pickup campers, modern travel trailers, motor homes, and other such similar types of camping trailers and equipment that are mobile, hereinafter referred to as "principle carrying facility." Tents not mounted on wheels as described above are prohibited. No permanent or semi-permanent structure may be erected on any campsite in the subdivision except as specifically provided for in Article XVI of the By Laws which are attached to this Declaration as EXHIBIT "A". PROVIDED, further, that tables, benches, and grills, may be erected, but no personal property except as provided above, shall be permitted to remain where it can be seen by other campers or visitors to the area, except when the campsite is actually in use; provided further, however, that the foregoing shall not apply to the principle camping facility which may be allowed to remain on the campsite for twelve months though not occupied. No camping facility shall be placed on a unit site without said facility having been approved, by a duly authorized representative of the Association, as having met the above requirements as to the condition and type of facility, and the said facility shall thereafter be inspected and approved annually as to condition. After twelve (12) months, being unoccupied, any mobile unit not secured in accordance with Florida State and Polk County tie down laws must be removed to the storage area. Movement to this area will be on a space available basis, otherwise the unit must be removed from the Park. Should such unit remain in non-compliance after twelve (12) months proper legal procedures will be made to have unit removed.

Any semi-permanent used structure which is to be moved from one unit to another or to be brought into the Park must be inspected and approved as to condition, by a duly authorized



committee of the Association, before such structure can be moved or allowed in the Park. Under no circumstances may a travel trailer or old style Park Model (those with push outs) be moved within the Park or brought into the Park for permanent installation.

2. No animals or fowl shall be kept or maintained on the unit except customary household pets, and then only on a leash.
3. No signs of any kind shall be displayed on any unit without the written consent of the Association, or its assigns or successor.
4. A ten foot (10') easement is reserved along each of the lot lines of each campsite in the subdivision for the installation and maintenance of utility services, and it is understood that each easement may be used by the Association and/or its assigns for such installation and maintenance as the case might be.
5. No outside toilets shall be installed or allowed on any unit. Suitable and adequate sanitary facilities are provided according to the Laws of the State of Florida, and each unit owner and user of such facilities agrees to and shall protect the same and prevent loss or damage to occur thereto.
6. No nuisance shall be allowed on the Condominium property nor any use or practice which 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 property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, or any fire hazard be allowed to exist.
7. No commercial activity of any kind whatsoever shall be conducted on, within or from any unit in the subdivision.
8. The Condominium Association formed shall levy and collect a reasonable monthly assessment against unit owners sufficient to cover each unit owner's proportionate share of the actual cost of operating and maintaining all common use property and facilities, providing water, electricity, garbage disposal service, sewerage service, lawn mowing, general maintenance and carrying out its duties hereunder as "Management". Likewise the Association shall include in the assessment so made the sum adequate to pay all real property taxes on the condominium common elements. The collection of these sums shall be provided for in an adequate manner to assure the maintenance necessary. The assessments for expenses shall be levied in accordance with Article VI hereof and the By-Laws.
9. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers of all units shown on the subdivision plat or plats herein before referred to, recorded or to be recorded, their heirs, executors, administrators, successors and assigns, and if said owners or any of them, their heirs, executors, administrators, successors or assigns shall violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such units in the subdivision in which said unit is situated to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from doing so to recover damages for such violation

including the cost of the suit and a reasonable attorney fee. Any invalidation of any of these covenants and restrictions shall in no way effect any other of the provisions thereof which shall hereafter remain in full force and effect.

10. The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises, or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property.
11. No person shall use the common elements or any part thereof, of a condominium unit or the condominium property or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association.
12. The initial rules are captioned "Rules and Regulations" and are set forth on the By-Laws of the Association, which are annexed hereto as Exhibit "D". The said Rules and Regulations shall be deemed effective until amended, as provided in the By-Laws.
13. It is the intent of this provision that the Condominium comply with the Federal Fair Housing Amendments Act of 1988, as the same may be amended from time to time, and comparable law adopted by the State of Florida, which currently require that at least eighty (80%) percent of the occupied units comprising the condominium shall at all times have at least one occupant who is age fifty-five (55) years or older. Accordingly, notwithstanding any other provisions of the Declaration and in accordance with the aforesaid laws, at least one person age fifty-five (55) years or older must be a permanent occupant of each unit while any other person occupies said unit. Persons under age fifty-five (55) years and persons age eighteen (18) years or older may occupy and reside in a unit as long as one of the other occupants of the unit is age fifty-five (55) years or older. Persons under age eighteen (18) years shall be allowed to occupy a unit on a temporary basis, not to exceed thirty (30) days in any calendar year, so long as another person age fifty-five (55) years or older occupies the unit at the same time. Notwithstanding the foregoing, the following exceptions to the aforesaid age limitations shall apply:
  - (a) If a unit is transferred by inheritance, the requirement as to one occupant of said unit being age fifty-five (55) years or older is waived as to occupancy of the heirs so long as no permanent occupant thereof is under the age of eighteen (18) years.
  - (b) The restriction on occupancy by person less than fifty-five (55) years of age shall not apply to those units in which no person age fifty-five (55) years or older occupies such unit as of the date of adoption of this paragraph 12, Article XIII, for so long as such unit remains permanently occupied by the same under aged occupant(s) or as otherwise provided by law.
  - (c) In situations where a person under age eighteen (18) years is or becomes the legal ward of an age fifty-five (55) years or older resident occupant or is or

becomes otherwise economically or medically dependent upon such resident occupant as determined by the Board of Directors, the thirty (30) day limitation for occupancy by such under aged person shall be waived on a yearly basis. This exception shall not be available to rental occupants and their guests.

- (d) The requirement that at least one person age fifty-five (55) years or older must occupy a unit while any other person occupies the unit shall not apply to temporary and /or intermittent occupancy by any owner of a condominium unit, his family members and his designated guests, provided that (1) such occupancy shall not exceed a total of ninety (90) days during any calendar year, (2) at least one person age forty (40) years or older shall occupy the unit at all times during such occupancy and (3) no person under eighteen (18) years of age shall occupy the unit during this ninety (90) day period for more than thirty (30) days during any calendar year. Nothing herein shall preclude a unit owner from allowing members of his or her family, without regard to age, to occupy his or her unit at any time not to exceed thirty (30) days. This exception shall also apply to persons who rent condominium units and their guests except that occupancy by such persons shall not exceed thirty (30) days during any calendar year. Provided however, none of the aforesaid exceptions shall be permitted where granting such exception will result in having less than eighty (80%) percent (or the minimum percentage as may be established by law from time to time) of the units in the condominium having no occupant who is age fifty-five (55) years or older. It shall be the responsibility of the Board of Directors to determine whether eighty (80%) percent of the occupied units are occupied by at least one person who is age fifty-five (55) years or older. In this regard the Board shall establish and publish policies and procedures for the purpose of insuring that the said occupancy percentage requirements have been met and will be maintained at all times, thereby allowing the Association to qualify and remain qualified for a legal exemption from the aforesaid Fair Housing laws. The Board of Directors shall have the sole and absolute authority to deny occupancy to any person(s) seeking occupancy after the effective date of this paragraph 12 where such occupancy would create a violation of the aforesaid required percentage of adult occupancy. For purposes hereof, permanent occupancy of persons fifty-five (55) years of age or older shall mean occupancy by at least one person age fifty-five (55) or older for a period of at least eighty (80) percent of the time that the unit is occupied by any person. Under no circumstances may more than one (1) family reside in a condominium unit at any one time. For purposes hereof "family" shall include husband and wife, parents, children, parents-in-law, brothers and sisters. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom with a maximum of four (4) person per unit.

#### XIV

#### MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property, and may join with other condominium corporations in the contracting with the same firm, person or corporation for maintenance and repair.

The Board of Directors may likewise enter into contract with any public or private utility for the furnishing of such public services as electricity or sewerage disposal to the condominium. This may include the purchase, by the condominium, of wholesale electricity or the payment for the use of any sewerage disposal plant. The Board of Directors may likewise, from time to time, enter into long term leases for the use of such public utilities or may purchase the same outright and thereafter, the said facility may, by an amendment to this declaration, become a part of the common elements.

B. There shall be no material alterations, or substantial additions to the common elements or limited common elements, except as provided herein above in Section A, or except as the same are authorized by the Board of Directors, and ratified by the affirmative voting members casting not less than a majority of the total votes of the members of the Association present in person or by proxy at any regular or special meeting of the unit owners called for that purpose; provided the aforesaid alterations or additions do not prejudice the right of any unit owner unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alteration or additions as aforescribed, are for the exclusively or substantially exclusive benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owners exclusively or substantially exclusively benefiting and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions as aforescribed are for the exclusive or substantially exclusive benefit of the unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and ratified by not less than a majority of the total voters of the unit owners present in person or by proxy, exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten or less the approval of all but one shall be required.

#### XV

#### TERMINATION

This Condominium may be voluntarily terminated in the matter provided in the Condominium Act at any time.

#### XVI

#### MISCELLANEOUS PROVISIONS

A. The owner of the respective condominium unit shall not be deemed to own pipes, wires, conduits, roads, sewerage connections, etc., or other public utility lines running through the

condominium parcel or unit which are utilized by or serve more than one condominium unit, which items are, by these presents, made a part of the common elements.

B. The owners of the respective condominium units agree that if any portion of a condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist.

C. No owner of a condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use of and enjoyment of any of the common elements, or by the abandonment of his condominium unit.

D. In the event that any taxing authority shall assess ad valorem taxes on a condominium unit (the individual lot together with the owners undivided interest in the common use elements), the Association will not assess the member for the real or personal property tax assessed against the condominium project nor will the Association maintain the escrow account (or payment of same as set forth in subparagraph "A" hereof). Nothing herein shall be construed, however, as giving to any unit owner the right of contribution or any right of adjustment against any other unit owner on account of any deviation by the taxing authorities for the valuation herein prescribed, each unit owner to pay such ad valorem taxes and special assessments as are separately assessed against his "condominium parcel" as set out herein above.

For the purpose of ad valorem taxation the interest of the owner of a "condominium parcel" in his "condominium unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire condominium, including land and improvements as has been assigned to said unit and as set forth in this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements.

E. All provisions of this Declaration and Exhibits attached hereto and amendments thereof shall be construed to be covenants running with the land and every part thereof and interest therein, including, but not limited to, every unit and appurtenances thereto, and every unit owner and claimant of the property or any part thereof or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and amendments hereof.

F. If any provision of this Declaration or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is held invalid, the validity of the remainder of this Declaration, the By-Laws attached hereto or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

G. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, addressed to such unit owners, at their place of residence in the Condominium, unless the unit owner has, by written notice duly receipted for, specified a different address. A unit owner may elect to receive notices required to be sent hereunder via electronic mail at an electronic mail address provided by the unit owner to the Association. When a unit owner elects to receive any notices required to be sent hereunder via electronic mail ("e-mail"), the unit owner shall do so by simultaneously notifying the Association in writing

of the unit owner's election to receive said notice via electronic mail, identifying the particular electronic mail address to which the unit owner desires said notices to be forwarded, and stating whether the unit owner consents to allow the electronic mail address provided by the unit owner to be disclosed to persons who inspect or copy the official records of the Association. Proof of such mailing or personal delivery or forwarding via electronic mail by the Association shall be given by affidavit of the person mailing or personally delivering or e-mailing said notices. Notices to the Association shall be delivered by mail to the office of the Association at:

9000 U. S. HWY. 192  
CLERMONT, FL., 34711

or other such places as designated by the Board of Directors. ("D3")

H. The Association reserves the right to install certain utility services underground, over and across any unit or common use area or facility to serve areas other than those involved in this condominium development described herein, as well as those within the condominium, and includes maintenance of the same.

I. Notices to the Association shall be delivered by mail at: Outdoor Resorts at Orlando, Inc., 9000 U. S. Hwy. 192, Clermont Fl. 34711. All notices shall be deemed and considered sent when mailed. Proof of such mailing shall be given by the party so mailing the notice in affidavit form. Any party may change his or its mailing address by written notice duly receipted for. Notices required to be given the personal representative of a deceased owner or devisee, when there is no personal representative, may be delivered personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased owner is being administered. In the event that a unit owner elects to receive any notices required to be sent hereunder via electronic mail and thereafter either decides to no longer receive said notices via electronic mail or to continue to receive said notices at a different electronic mail address, said unit owner shall provide written notice to the Association of the said change. Simultaneous with providing said written notice to the Association, the unit owner shall also state in writing whether the unit owner consents to allow the prior electronic mail address, the new electronic mail address, neither, or both to be disclosed to persons who inspect or copy the official records of the Association.

J. Each unit owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the condominium documents and the rules and regulations of the Association. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a unit owner against:

- (a) The Association
- (b) A unit owner;
- (c) Anyone who occupies or is a tenant or guest in a unit.

K. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium.

L. The Captions used in this Declaration and Exhibits annexed hereto 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 or Exhibits annexed hereto.

M. If any term, covenant, provision, phrase, or other element of the condominium documents is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever, any other term, provision, covenant, or element of the Condominium Documents.

N. In the event any utility service is separately charged by the utility company to a unit owner by individual meters, or otherwise, then the unit owner shall not be assessed by the Association for this service.

O. The Association may purchase and administer and, at its discretion, sell or assign the rental rights under Article XI herein. Such rights shall be common elements.

P. High Speed Wi-Fi (Hotspot) in the ORO Clubhouse is deemed only as a common expense. (\*D1)

Q. The Association Post Office shall be relocated as a common element of Outdoor Resorts at Orlando, Inc. on the center island of the parking lot where a building shall be constructed and the costs of said construction shall be assessed as a common expense. (\*D1)

R. The Association may purchase a reasonable number of automatic external defibrillators as a common expense which shall be placed on common elements in locations to be determined by the Board of Directors of Outdoor Resorts at Orlando, Inc. a Condominium. (\*D1)