

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CLARCONA RESORT CONDOMINIUM
ASSOCIATION, INC.

CASE NO. 09-CA-034416-O
Consolidated Case 2010-CA-006703-O

Plaintiff

v.

SUN RESORTS, INC., et al,
Defendant

SUN RESORTS, INC., and
THE TRADING POST AT SUN RESORTS, INC.
Counterplaintiffs / Third Party Plaintiffs

v.

CLARCONA RESORT CONDOMINIUM
ASSOCIATION, INC., et al.

Plaintiff / Counterdefendants

DOC# 20140621811 B: 10845 P: 6850
12/09/2014 03:29:37 PM Page 1 of 46
Rec Fee: \$392.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: BOWEN RADSON SCHROTH PA



SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement"), made and entered into on the 27 day of October, 2014, by and between Clarcona Resort Condominium Association, Inc. ("Association"), Sun Resorts, Inc. ("Sun Resorts"), The Trading Post at Sun Resorts, Inc. ("Trading Post"), William Lee Adkison, Jr, ("Adkison"), Rebecca Adkison, Vincent Bufalini ("Bufalini"), James J. Botsacos ("Botsacos"), Peter Anzelon ("Anzelon"), Erich Hohm ("Hohm") and Karen Gibson ("Gibson").

Recitals

Whereas, the Association has filed a lawsuit against Sun Resorts styled Clarcona Resort Condominium Association, Inc. v. Sun Resorts, Inc., and the action is now pending in the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida, Case Number 2009 CA 034416, and which has been consolidated with Case Number 2010 CA 6703.

Whereas, Sun Resorts and Trading Post have filed a counterclaim against the Association in the action now pending in the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida, Case Number 2009 CA 034416, and which has been consolidated with Case Number 2010 CA 6703.

Whereas, Sun Resorts and Trading Post have filed a third party complaint against Bufalini, Botsacos, Anzelon, Hohm and Gibson in the action now pending in the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida, Case Number 2009 CA 034416, and which has been consolidated with Case Number 2010 CA 6703.

Whereas, the Association has filed a lawsuit against Sun Resorts styled Clarcona Resort Condominium Association, Inc. v. Sun Resorts, Inc., and the action is now pending in the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida, Case Number 2012 CA 8458.

Whereas, Sun Resorts and Trading Post have filed a counterclaim against the Association in the action now pending in the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida, Case Number 2012 CA 8458.

Whereas, the Association has filed a lawsuit against Sun Resorts styled Clarcona Resort Condominium Association, Inc. v. Sun Resorts, Inc., and the action is now pending in the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida, Case Number 2012 CA 15691.

Whereas, Sun Resorts and Trading Post have filed a counterclaim against the Association in the action now pending in the Circuit Court for the Ninth Judicial Circuit in and for Orange County, Florida, Case Number 2012 CA 15691.

Whereas, in order to avoid the time, expense, uncertainty, and risk of protracted litigation and for other valuable consideration, the receipt of which is hereby acknowledged by the parties to this Agreement, and in consideration of the mutual covenants contained herein, the parties have agreed to settle and compromise the foregoing litigation.

Now Therefore, it is agreed as follows:

1. The above Recitals are true and correct and incorporated into and made a part of this Agreement.
2. For ease of reference, Case Number 2009 CA 034416, Case Number 2010 CA 6703, Case Number 2012 CA 8458, and Case Number 2012 CA 15691 shall hereinafter collectively be referred to as the "Subject Actions."

I. Payment to Sun Resorts.

3. **Amount of Payment.** American International Group, Inc., on behalf of Bufalini, Botsacos, Anzelon, Hohm and Gibson, agrees to pay to Sun Resorts One Hundred Twenty-Five Thousand and no/100 Dollars (\$125,000.00).
4. **Manner of Payment.** Payment shall be delivered to Sun Resorts at the office of Sun Resorts' attorney, Todd M. Hoepker, Todd M. Hoepker, P.A., PO Box 3311, Orlando, FL

32802-3311, by a cashier's, certified or attorney trust account check made payable to Todd M. Hoepker, P.A. trust account.

II. Transfer of Real Property to Clarcona.

5. Transfer of Real Property. At the same time as the last signature of all parties to this Agreement, Trading Post, Sun Resorts, Adkison and Rebecca Adkison shall execute the quitclaim deed attached as Exhibit "A" conveying to the Association the following real property in fee simple:

Tracts 1, 3, 4, 5, 6, 7, 10, 11, 13, 14, 15, D and E of Yogi Bear's Jellystone Park Camp-Resort (Apopka), a Condominium, according to the Declaration of Condominium recorded in OR Book 3347, Page 2482, and all exhibits and amendments thereof, Public Records of Orange County, Florida.

Tracts B and C, of Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIB2, a Condominium, according to the Declaration of Condominium recorded in OR Book 3951, Page 0855, and all exhibits and amendments thereof, Public Records of Orange County, Florida.

Tract A of Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIIA, a Condominium, according to the Declaration of Condominium recorded in OR Book 3951, Page 0883, and all exhibits and amendments thereof, Public Records of Orange County, Florida.

Tracts A and B of Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIID, a Condominium, according to the Declaration of Condominium recorded in OR Book 3958, Page 4945, and all exhibits and amendments thereof, Public Records of Orange County, Florida.

Lots 1000, 1002, 1006, 1010, 1014, 1018, 1022, 1026, 1030, 1034, 1038, 1042, 1044, 1046, 1048, 1050, 1052, 1054, 1056, 1058, YOGI BEAR'S JELLYSTONE PARK CAMP-RESORT (APOPKA) IIIA, a Condominium according to the Declaration of Condominium recorded at Official Record Book 3951, Page 0862, and all exhibits and amendments thereof, of the Public Records of Orange County, Florida.

(collectively "Settlement Property")

6. Void or Invalidated Transfer. In the event that the transfer of the Settlement Property, or any portion of the Settlement Property, is void, invalid, or otherwise unenforceable, Trading Post, Sun Resorts, Adkison and Rebecca Adkison agree that Trading Post, Sun Resorts, Adkison and Rebecca Adkison shall execute and deliver to the Association a quitclaim deed transferring to the Association the Settlement Property, or each portion of the Settlement Property, that is void, invalid, or otherwise unenforceable. At its own cost and expense, the Association shall prepare the quit claim deed and shall deliver it to

Trading Post, Sun Resorts, Adkison and Rebecca Adkison for execution within five (5) days of the transfer of the Settlement Property, or a portion of the Settlement Property, being determined as void, invalid, or otherwise unenforceable. The Association shall bear all recording costs of any such conveyance.

7. Termination of Tenancies. Trading Post, Sun Resorts, Adkison and Rebecca Adkison warrant that any tenancies that may exist on any parcel of the Settlement Property are oral month to month tenancies. Trading Post, Sun Resorts, Adkison, and Rebecca Adkison, or any combination thereof, as appropriate, shall provide each and every tenant with written notice of termination of each tenancy prior to signing this Agreement. Trading Post, Sun Resorts, Adkison and Rebecca Adkison shall bring proof of the delivered notices of termination to the signing of this Agreement, and proof of such delivered notices of termination shall be a condition precedent to effectiveness of this Agreement.
8. Vacation of Settlement Property and Association Property. Within thirty (30) days of execution of this Agreement, Trading Post, Sun Resorts, Adkison and Rebecca Adkison shall vacate the Association maintenance shed located on Tract 3, as well as all Settlement Property conveyed to the Association by this Settlement Agreement.
9. Indemnification. Trading Post, Sun Resorts, Adkison and Rebecca Adkison hereby agree to indemnify and hold the Association harmless from any and all claims arising out of, or related to, the Association's removal of any tenants that may be located on the Settlement Property after the signing of this Agreement.
10. Encumbrances. Trading Post, Sun Resorts, Adkison and Rebecca Adkison warrant that Trading Post, Sun Resorts, Adkison, Rebecca Adkison, or any combination thereof, have not executed any instruments conveying or encumbering any portion of the Settlement Property that are unrecorded, and Trading Post, Sun Resorts, Adkison and Rebecca Adkison shall not execute any instruments conveying or encumbering any portion of the Settlement Property other than the quitclaim deed referenced in paragraph 5 of this Agreement.
11. Owner's Affidavit. As a condition precedent to the effectiveness of this Agreement and at the same time as the last signature of all parties to this Agreement, Trading Post, Sun Resorts, Adkison and Rebecca Adkison shall each execute an affidavit stating the following:
 - a. There are currently no proceedings in bankruptcy or receivership by or against Trading Post, Sun Resorts, Adkison or Rebecca Adkison.
 - b. There are currently no actions or proceedings whatever which are now pending in any state or federal court in the United States to which Trading Post, Sun Resorts, Adkison or Rebecca Adkison is a party which affects the Settlement Property, other than the Subject Actions, nor does Trading Post, Sun Resorts, Adkison or Rebecca Adkison know of any judgment, federal tax

lien, or any other lien of any kind or nature whatever which now constitutes a lien or charge upon the property except for the Andrea Holcomb mortgage, to the extent it applies, unpaid real estate taxes for prior years, and taxes accruing for the year 2014 and subsequent years.

- c. Trading Post, Sun Resorts, Adkison and Rebecca Adkison have received no notice from public authority requiring any improvement, alteration or change to be made in and about the Settlement Property.
- d. There are no unrecorded easements or claims of easements affecting the Settlement Property.
- e. All tenancies or leases of the Settlement Property have been given notices of termination, and there are no parties with a claim of possession to said property except Trading Post, Sun Resorts, Adkison or Rebecca Adkison.
- f. There are no unpaid bills or claims for labor or services performed, material furnished or delivered during the past six (6) months for alterations, repair work, or new construction on the Settlement Property.
- g. There are no matters pending against Trading Post, Sun Resorts, Adkison or Rebecca Adkison, except the Subject Actions, that give rise to a lien that would attach to the Settlement Property between the signing of this Agreement and recording of the quitclaim deed referenced in paragraph 5 of this Agreement, and Trading Post, Sun Resorts, Adkison and Rebecca Adkison, individually or jointly, will not execute any instrument that would adversely affect the title or interest to be insured.
- h. Trading Post, Sun Resorts, Adkison and Rebecca Adkison have not executed any instruments conveying or encumbering any portion of the Settlement Property that are unrecorded, and Trading Post, Sun Resorts, Adkison and Rebecca Adkison will not execute any instruments conveying or encumbering any portion of the Settlement Property other than the quitclaim deed referenced in paragraph 5 of this Agreement.

III. Retention of Ownership of Private Residence.

12. Retention of Private Residence. Trading Post, Sun Resorts, Adkison and Rebecca Adkison shall retain a single piece of real property located within the Clarcona Resort Condominium, more particularly described as:

Tract 2 of Yogi Bear's Jellystone Park Camp-Resort (Apopka), a Condominium, according to the Declaration of Condominium recorded in OR Book 3347, Page 2482, and all exhibits and amendments thereof, Public Records of Orange County, Florida.

(the "Private Residence").

13. Use as Single Family Residence. Effective at the same time as the last signature of all parties to this Agreement, the Private Residence shall be used only as a single family residence. The Private Residence shall not be used for business. Notwithstanding the foregoing, the parties acknowledge and agree that Adkison operates a real estate business in the Private Residence, and Adkison shall be allowed to operate Adkison's real estate business in the Private Residence so long as the following conditions are met:
- a. Adkison shall not permit walk-in or retail traffic to the Private Residence for the purpose of conducting Adkison's real estate business, and
 - b. Adkison shall not post signage indicating that the Private Residence is a real estate office.
14. Association Rules and Regulations. Trading Post, Sun Resorts, Adkison and Rebecca Adkison shall abide by, and the owner, guests, tenants and invitees of the Private Residence shall be subject to, all of the Association rules and regulations ("Association Rules") promulgated by the Association for all of the residents and guests residing within the Clarcona Resort Condominium, except as they are exempted, restricted, or limited by subparagraph c hereof, and all subsequent amendments that may be promulgated from time to time and which are not exempted, restricted, or limited by, or which are inconsistent with, subparagraph c hereof. The current Association Rules are set forth in Exhibit "B" to this Agreement.
- a. Injunctive Relief. As the exclusive remedy for any alleged breach of the Association Rules applicable to the Private Residence, the Association shall be entitled to injunctive relief, both temporary and permanent, against the violator(s), as the parties recognize that a remedy at law would be inadequate and insufficient. Prior to institution of any claim for injunctive relief as a result of the alleged breach of the Association Rules, the Association must provide the owner of the Private Residence with thirty (30) days written notice of the alleged breach, by certified mail or hand delivery, and an opportunity to cure the alleged breach within the thirty (30) day time period. In the event the Association believes that the owner of the Private Residence has not cured the alleged breach within thirty (30) day time period, the parties shall engage in good faith negotiation or mediation of the dispute before any suit for injunctive relief may be filed.
 - b. Compliance with Association Rules Outside the Private Residence. Trading Post, Sun Resorts, Adkison and Rebecca Adkison shall abide by, and the owner, guests, tenants and invitees of the Private Residence shall be subject to, Association Rules regarding activities outside the Private Residence, including use of the common elements and Association owned property, and shall be subject to enforcement of Association Rules regarding activities outside the Private Residence in the same manner as an Association Unit

owner. This provision is separate from and does not impact Section 14(a), supra.

- c. Exceptions to Association Rules. The Private Residence shall be exempt from certain Association Rules as to certain listed grandfathered exceptions:
- i. Mobile Home. The mobile home currently located on the Private Residence is allowed, so long as the exterior is maintained and in good repair. In the event that Adkison decides to replace the mobile home on the Private Residence, Adkison shall be allowed to replace the mobile home with a mobile home of similar dimensions.
 - ii. Privacy Fence. The six foot fence surrounding the back yard of the Private Residence exceeds the maximum length set forth in the Association Rules, but is allowed in its current location. The current fence shall be repaired or replaced as necessary to keep the fence in as good as condition as it exists at the time this Agreement is executed. In the event that Adkison decides to replace the fence on the Private Residence, Adkison shall be allowed to replace the fence with a fence of similar dimensions.
 - iii. Nonconformities Behind the Privacy Fence. Any below excepted items, activities or conditions that are located within the fence are not violations of the Association Rules, unless such items, activities, or conditions constitute a violation of applicable zoning, code or are illegal. Any below listed items which are located outside the fence on the Private Residence are not exempt from the Association Rules. Such exceptions include:
 1. Section (a)(4), except that satellite dishes must be 20" in diameter or less, any additional vehicles may not connect to Association utilities, and if the home on the Private Residence is ever converted to a recreational vehicle then the front shall be skirted;
 2. Section (d) (11), (13), and (14);
 3. Section (h), except that no person shall reside in, stay overnight in, live in, or use a residence, temporary or otherwise, any mobile home or RV that is located on the Private Residence other than the single primary residence;
 4. Section (i);
 5. Section (v);
 6. Section (w), except that no person shall reside in, stay overnight in, live in, or use a residence, temporary or otherwise, any mobile home or RV that is located on the Private Residence other than the single primary residence;
 7. Section (y);
 8. Section (z); and,
 9. Section (aa).

- iv. Inapplicable Sections. Certain sections of the Association Rules are superceded by this Agreement, and this Agreement controls. Such sections include:
 - 1. Section (e);
 - 2. Section (f);
 - 3. Section (bb) is inapplicable to the Private Residence, but is applicable to activites outside the Private Residence, including use of the common elements and Association owned property;
 - 4. Section (dd); and,
 - 5. Section (ee).
 - v. Boat. In the event Adkison desires to store a boat at the Private Residence, such boat storage shall not be considered a violation of the Association Rules. Any boat Adkison stores at the Private Residence must be stored behind the privacy fence.
 - vi. Other. Any viewable appearance or condition on the Private Residence which is not in compliance with the Association Rules as of the date of the execution of this Agreement, are acknowledged and accepted by the Association and the Association shall be prohibited from making any claim that the owner of the Private Residence has violated the Association Rules as a result.
 - 1. Condition Precedent. The Association shall review the appearance and condition of the Private Residence prior to signing this Agreement, and the Association's acceptance of the appearance and all conditions of the Private Residence is a condition precedent to enforceability of this Agreement.
15. Private Residence Fee. The owner of the Private Residence shall pay to the Association a private residence fee equal to the monthly condominium assessment ("Assessment") promulgated by the Association for the benefit of the condominium units located on the plat of Yogi Bear's Jellystone Park Camp-Resort (Apopka), a Condominium, according to the Declaration of Condominium recorded in OR Book 3347, Page 2482, and all exhibits and amendments thereof, Public Records of Orange County, Florida, and any special assessments, other than any special assessments for attorneys' fees or court costs incurred by the Association or for any judgments rendered against the Association. The owner of the Private Residence shall pay to the Association the Assessment on the first of each month as a private residence fee ("Private Residence Fee"). The owner of the Private Residence shall pay to the Association any specified special assessments which the owner is obligated to pay under this paragraph 15 as each such special assessment comes due.
- a. Use of Facilities. Payment of the Private Residence Fee entitles the owner of the Private Residence to use the Association's commons and common elements, subject to the use restrictions imposed by the Association for all residents and guests within the Clarcona Resort Condominium. In the event

that the owner of the Private Residence leases the Private Residence, only the tenant(s) shall have the right to use the Association's commons and common elements.

- b. Utilities. Payment of the Private Residence Fee includes payment of utilities for the Private Residence, with the exception of metered utility usage. The owner of the Private Residence shall pay to the Association the monthly metered utility usage.
 - c. Personal Obligation. The Private Residence Fee is a personal obligation of the owner of the Private Residence, not an assessment subject to the lien authority set forth in Florida Statutes Chapter 718.
 - d. Entry Passes. The residents and guests of the Private Residence will be issued entry passes in accordance with the Association entry policies, as they are promulgated from time to time. The owner of the Private Residence shall receive the same pass that an owner of a Unit receives, and subject to the same conditions regarding tenancies and divided interests.
 - e. Payment of Private Residence Fee and Metered Utilities. The owner of the Private Residence shall pay for the Private Residence Fee, the special assessments which it is obligated to pay under this paragraph 14, and all metered utilities by check. At the time the owner of the Private Residence tenders the check to the Association, the Association shall provide the owner of the Private Residence with a signed receipt listing the amount stated on the check and the date the check was provided to the Association.
16. Failure to Pay Private Residence Fee. The owner of the Private Residence shall have a five (5) day grace period beginning with the date payment is due to pay the Private Residence Fee without penalty. If the owner of the Private Residence fails to pay the Private Residence Fee after the five (5) day grace period, Association shall include a late fee equal to five percent (5%) of the Private Residence Fee, and the late fee shall become part of the total outstanding Private Residence Fee owed to the Association.
- a. Written Notice. If the owner of the Private Residence fails to pay the Private Residence Fee within the five (5) day grace period, the Association shall provide the owner of the Private Residence with thirty (30) days written notice, by certified mail or hand delivery, to the Private Residence notifying the owner of the Private Residence that payment is delinquent.
 - b. Termination. If the owner of the Private Residence fails to pay all outstanding Private Residence Fees, including any late fees, within thirty (30) days of the Association's written notice for failure to pay (and the five (5) day grace period), the parties shall engage in good-faith negotiation or mediation of the dispute. If the parties cannot resolve the dispute after good faith negotiation or mediation of the dispute, then the Association shall seek

judicial relief prior to terminating all Association utilities to the Private Residence. If the Court determines, whether by order or by finding of fact, that the owner of the Private Residence failed to pay any outstanding Private Residence Fee, in whole or in part, then the Association shall be entitled to immediately and permanently terminate all utilities to the Private Residence, and the owner of the Private Residence shall have no right to demand provision of utilities or utility services from the Association. In addition, if the court determines that the owner of the Private Residence failed to pay any outstanding Private Residence Fee, in whole or in part, then the Association shall be entitled to a judgment equal to the unpaid Private Residence Fee, as well as the Association's attorneys' fees and costs. In the event that the Court determines that the owner of the Private Residence paid the entire outstanding Private Residence Fee, then the owner of the Private Residence shall be entitled to a judgment for attorneys' fees and costs.

- c. The Association shall never have the right to terminate the right of ingress and egress to the Private Residence for nonpayment of the Private Residence Fee.

17. Failure to Pay Metered Utilities. In the event that the Private Residence receives any metered utilities, the owner of the Private Residence shall have a five (5) day grace period beginning with the date payment is due to pay the usage fee for all metered utilities without penalty. If the owner of the Private Residence fails to pay the usage fee for all metered utilities after the five (5) day grace period, Association shall include a late fee equal to five percent (5%) of the usage fee for all metered utility usage, and the late fee shall become part of the total outstanding metered utility usage fee owed to the Association.

- a. Written Notice. If the owner of the Private Residence fails to pay the total outstanding metered utility usage fee within the five (5) day grace period, the Association shall provide the owner of the Private Residence with thirty (30) days written notice, by certified mail or hand delivery, to the Private Residence notifying the owner of the Private Residence that payment is delinquent.
- b. Termination. If the owner of the Private Residence fails to pay all outstanding metered utility usage fees, including any late fees, within thirty (30) days of the Association's written notice for failure to pay (and the five (5) day grace period), the parties shall engage in good-faith negotiation or mediation of the dispute. If the parties cannot resolve the dispute after good faith negotiation or mediation of the dispute, then the Association shall seek judicial relief prior to terminating all Association utilities to the Private Residence. If the Court determines, whether by order or by finding of fact, that the owner of the Private Residence failed to pay any outstanding metered utility usage fee, in whole or in part, then the Association shall be entitled to immediately and permanently terminate all utilities to the Private Residence,

and the owner of the Private Residence shall have no right to demand provision of utilities or utility services from the Association. In addition, if the court determines that the owner of the Private Residence failed to pay any outstanding metered utility usage fee, in whole or in part, then the Association shall be entitled to a judgment equal to the outstanding metered utility usage fees, as well as the Association's attorneys' fees and costs. In the event that the Court determines that the owner of the Private Residence paid the entire outstanding metered utility usage fees, then the owner of the Private Residence shall be entitled to a judgment for attorneys' fees and costs.

- c. The Association shall never have the right to terminate the right of ingress and egress to the Private Residence for nonpayment of the utilities.

18. Easement for Utilities. Trading Post, Sun Resorts, Adkison and Rebecca Adkison (collectively "Grantor") hereby grant and convey to the Association, its successors and assigns, the right, privilege and easement to reconstruct, repair, maintain, and operate an underground water utility line and sewer line, and an electricity line, and appurtenances thereto upon, under, over, through, and adjacent to the Private Residence, for the provision of utilities to the Private Residence, and not for the provision of any utilities to any other properties owned by the Association, by any condominium owner, any tract land owner, or by any third party, and not for any common property, any common elements, or for any condominium unit.

Together with the right to excavate, grade, fill, dig ditches, clear away trees and obstructions, construct infrastructure and related improvements, to lay pipe and line for such purposes above described, including the right to clear the ground above the said pipes and accessories laid underground; to cut or trim all trees or obstructions adjacent thereto that may endanger the proper operation of same; to repair and maintain any utility lines and any and all appurtenances, including making taps thereto; and to include the reasonable right to enter upon the Private Residence upon forty-eight (48) hour written notice to Grantor for such purposes. In the event of an emergency requiring immediate repair of a utility line, the Association has the reasonable right to enter upon the Private Residence without notice for the purpose of accessing the utility lines. Association agrees that if the Association disturbs the Private Residence in any way, Association will immediately return the Private Residence to its condition prior to Association's disruption, at the Association's sole cost and expense. Association also agrees not to exercise Association's right to the Private Residence in any manner that unduly burdens Grantor's use of the Private Residence.

Grantor shall place no permanent building or structure over the Private Residence in such a manner as to damage the utility lines or unreasonably restrict the operation thereof, or unreasonably deny the Association access thereto for purposes of repair or replacement thereof.

The easement granted herein is an easement appurtenant and shall run in favor of the Association and the Association's successors in title. The easement is perpetual and will inure to the benefit of Association and its successors and assigns until terminated in writing by the Association by an instrument recorded in the Official Records of Orange County, Florida.

Grantor covenants that it has the right to convey the easement to the Association, and that the Association and its successors and assigns shall have quiet and peaceable possession, use and enjoyment of the easement.

Association or Association's assigns shall not improve the easement or Private Residence except as necessary for the Association's intended use of the easement for utility lines to the Private Residence. To the extent Association or Association's assigns improve the easement or Private Residence as provided herein, the Association and Association's assigns shall be responsible and liable for repairing and maintaining such utility line improvements on the easement. Grantor shall be solely responsible for the removal of any obstructions which would unreasonably restrict or limit the easement and any mowing to comply with paragraph 13 hereof.

Grantor retains all other rights to use of the area subject to the Easement, so long as such uses are not inconsistent with the Grantee's intended use of the Easement for an underground water utility line.

This instrument shall be binding on, and shall inure to the benefit of the heirs, legal and personal representatives, successors and assigns of the parties hereto.

- a. Right of Termination. The owner of the Private Residence shall be entitled to terminate the above utility easement upon written notice to the Association. Within thirty (30) days of receipt of the written notice, the Association shall file a Notice of Termination in the Official Records of Orange County, Florida.
 - b. Termination of Utilities. If the owner of the Private Residence terminates the above utility easement, the Association shall no longer have the obligation to provide the Private Residence with utilities.
19. Installation of Utilities. The owner of the Private Residence shall have the right to install private utilities such as a septic system or well water on the Private Residence, so long as such utilities comply with applicable zoning regulations and codes. This provision does not give the owner of the Private Residence the right to an easement across, over or upon Association property or Units. If the owner of the Private Residence installs private utilities on the Private Residence, the owner of the Private Residence shall be excused from paying the portion of the Private Residence Fee allocated to utilities.
20. Indemnification. Trading Post, Sun Resorts, Adkison and Rebecca Adkison hereby agree to indemnify and hold Association harmless from any and all claims arising out of, or

related to, the use of the Private Residence by Trading Post, Sun Resorts, Adkison and Rebecca Adkison and their guests, licensees, employees, etc., including claims for personal injury or property damage, except for any claims arising out of, or related to, an intentional or negligent act on the part of the Association.

21. Covenant Running with the Land. The rights, benefits, duties, and burdens of this Agreement shall run and be appurtenant to the Private Residence and shall run with said Private Residence forever and be binding upon and inure to the benefit of and be enforceable against and by the heirs, legal representatives, successors and assigns of the parties to this Agreement.
22. Ownership of Association Unit. In the event that the owner of the Private Residence also owns a Unit within the Association, none of the foregoing provisions shall apply to the ownership of the Association Unit, and the Association Unit shall be treated as any other Unit.

IV. Transfer of Rights to Clarcona and Cancellation.

23. Developer Rights. To the extent Sun Resorts, Trading Post, Adkison or Rebecca Adkison own or claim any developer rights or powers under Florida Statutes Chapter 718, any of the declarations of condominium that refer to Yogi Bear's Jellystone Park Camp-Resort (Apopka), or any other documents whatsoever that relate to the Clarcona Resort Condominium or the Association, Sun Resorts, Trading Post, Adkison or Rebecca Adkison cancel and disclaim all such rights, powers, or any combination thereof. Sun Resorts, Trading Post, Adkison and Rebecca Adkison shall not hold themselves out, jointly or individually, as developers or having developer authority relative to the Association, Yogi Bear's Jellystone Park Camp-Resort (Apopka), or the Clarcona Resort Condominium.
 - a. Other Developers. Sun Resorts, Trading Post, Adkison and Rebecca Adkison warrant that each has not conveyed, in any manner or for any reason, any developer rights or powers under Florida Statutes Chapter 718, any of the declarations of condominium that refer to Yogi Bear's Jellystone Park Camp-Resort (Apopka), or any other documents whatsoever that relate to the Clarcona Resort Condominium or the Association, except for the developer rights given to Technology Property in the purchase of the front field for that specific property.
24. Personal Property. Trading Post, Sun Resorts, Adkison and Rebecca Adkison shall have thirty (30) days from the last signature of all parties to this Agreement to remove all personal property of Trading Post, Sun Resorts, Adkison and Rebecca Adkison located within the Clarcona Resort Condominium, including tract land, commons, common elements, and units, that is not located on the Personal Residence. Any personal property that is not removed within thirty (30) days from the last signature of all parties to this Agreement shall become the property of the Association.
 - a. "Personal Property" as used in this Agreement shall mean all equipment,

inventory and goods, as these terms are defined in Florida Statutes Chapters 671 through 680.

- b. Damage. Trading Post, Sun Resorts, Adkison and Rebecca Adkison shall not damage the Clarcona Resort Condomonium property, tract land, commons, common elements, and units, including the Settlement Property or fixtures located upon the the Clarcona Resort Condomonium tract land, commons, common elements, and units, including the Settlement Property, in removing their personal property pursuant to this Section.
25. Fixtures. At the same time as the last signature of all parties to this Agreement, Trading Post, Sun Resorts, Adkison and Rebecca Adkison shall convey to Association all fixtures located upon the Settlement Property separate from the transfer in Section II, *supra*. The fixtures to be transferred separately include all buildings owned by Trading Post, Sun Resorts, Adkison and Rebecca Adkison located upon the Settlement Property, as well as the air conditioning and heating units, lighting, plumbing and other fixtures as defined in Florida Statutes Chapters 671 through 680 located upon the Settlement Property.
26. Intangible Personal Property. Within thirty (30) days of signing this Agreement, Trading Post, Sun Resorts, Adkison and Rebecca Adkison shall convey to Association all intangible personal property of Trading Post, Sun Resorts, Adkison and Rebecca Adkison related to Trading Post, Sun Resorts, Clarcona and any real property, other than the Personal Residence, located within the Clarcona Resort Condomonium, including tract land, commons, common elements, and units.
 - a. “Intangible Personal Property” as used in this Agreement shall mean all accounts for prepaid rights to occupancy or tenancy, accounts receivable for prepaid rights to occupancy or tenancy, negotiable instruments, leases, security interests, notes, general intangibles, chattel paper, and all proceeds and products thereof in any form together with all records relating thereto, as these terms are defined in Florida Statutes Chapters 671 through 680.
 - b. Trading Post, Sun Resorts, Adkison and Rebecca Adkison represent and warrant there is no Intangible Personal Property to convey to the Association.
27. Indemnification. Because Trading Post, Sun Resorts, Adkison and Rebecca Adkison will have the right to access the Settlement Property in coordination with the Association, Trading Post, Sun Resorts, Adkison and Rebecca Adkison hereby agree to indemnify and hold the Association harmless from any and all claims arising out of, or related to, Trading Post, Sun Resorts, Adkison and Rebecca Adkison being present on the Settlement Property, including removal of personal property, after the signing of this Agreement.
28. Termination of Rights. To the extent Trading Post, Sun Resorts, Adkison or Rebecca Adkison own or claim any rights or powers under the Warranty Deed dated April 22, 1993 and recorded at Official Records Book 4603, Page 3414 of the Public Records of

Orange County, Florida, Trading Post, Sun Resorts, Adkison and Rebecca Adkison cancel and disclaim all such rights, powers, or any combination thereof. To the extent Trading Post, Sun Resorts, Adkison or Rebecca Adkison own or claim any rights or powers at all in the Association or the Clarcona Resort Condominium, for any reason whatsoever, Trading Post, Sun Resorts, Adkison and Rebecca Adkison cancel and disclaim all such rights, powers, or any combination thereof.

V. Dismissal of Litigation

29. Upon the completion of the final transfer listed in Sections II and IV or the payment to Sun Resorts, whichever is later, the parties to the Litigation will execute and deliver the Joint Stipulation of Voluntary Dismissal with Prejudice attached as Exhibit "C", thereby dismissing with prejudice all of the claims, counterclaims, third party claims, and any other claims currently pending between the parties to this Agreement.

VI. Releases.

30. Subject to the terms and conditions of this Agreement, without releasing any rights created by this Agreement, as part of the consideration for this Agreement, and effective on the date of the dismissals referenced in Section V, *supra*, the parties hereto release each other as follows:
- a. Association hereby remises, releases, quits, satisfies, and forever Trading Post, Sun Resorts, Adkison and Rebecca Adkison, and their heirs, executors, administrators, successors, agents, attorneys, insurers and assigns, of and from all, and all manner of action and actions, cause and causes of action, suits, debts dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, commissions, mortgages, encumbrances, liens, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty, or equity, which the Association ever had, now has, or which any successor, heir, or assign, hereafter can, shall or may have, against Trading Post, Sun Resorts, Adkison and Rebecca Adkison, or any combination thereof, for, upon or by reason or any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.
 - b. Sun Resorts hereby remises, releases, quits, satisfies, and forever discharges the Association, and the Association's respective heirs, executors, administrators, directors, officers, employees, successors, agents, attorneys, insurers and assigns, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, commissions, mortgages, encumbrances, liens, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty, or equity, which Sun Resorts ever had, now has, or which any personal representative, successor, heir, or assign, hereafter can, shall or may have, against the Association, for, upon

or by reason or any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

- c. Trading Post hereby remises, releases, quits, satisfies, and forever discharges the Association, and the Association's respective heirs, executors, administrators, directors, officers, employees, successors, agents, attorneys, insurers and assigns, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, commissions, mortgages, encumbrances, liens, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty, or equity, which Trading Post ever had, now has, or which any personal representative, successor, heir, or assign, hereafter can, shall or may have, against the Association, for, upon or by reason or any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.
- d. Adkison hereby remises, releases, quits, satisfies, and forever discharges the Association, and the Association's respective heirs, executors, administrators, directors, officers, employees, successors, agents, attorneys, insurers and assigns, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, commissions, mortgages, encumbrances, liens, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty, or equity, which Sun Resorts ever had, now has, or which any personal representative, successor, heir, or assign, hereafter can, shall or may have, against the Association, for, upon or by reason or any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.
- e. Rebecca Adkison hereby remises, releases, quits, satisfies, and forever discharges the Association, and the Association's respective heirs, executors, administrators, directors, officers, employees, successors, agents, attorneys, insurers and assigns, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, commissions, mortgages, encumbrances, liens, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty, or equity, which Sun Resorts ever had, now has, or which any personal representative, successor, heir, or assign, hereafter can, shall or may have, against the Association, for, upon or by reason or any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.
- f. Sun Resorts hereby remises, releases, quits, satisfies, and forever discharges Bufalini, Botsacos, Anzelon, Hohm and Gibson, and their heirs, executors, administrators, successors, agents, attorneys, insurers and assigns, of and from all, and all manner of action and actions, cause and causes of action, suits, debts dues,

sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, commissions, mortgages, encumbrances, liens, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty, or equity, which Sun Resorts ever had, now has, or which any successor, heir, or assign, hereafter can, shall or may have, against Bufalini, Botsacos, Anzelon, Hohm, Gibson, or any combination thereof, for, upon or by reason or any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

- g. Trading Post hereby remises, releases, quits, satisfies, and forever discharges Bufalini, Botsacos, Anzelon, Hohm and Gibson, and their heirs, executors, administrators, successors, agents, attorneys, insurers and assigns, of and from all, and all manner of action and actions, cause and causes of action, suits, debts dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, commissions, mortgages, encumbrances, liens, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty, or equity, which Trading Post ever had, now has, or which any successor, heir, or assign, hereafter can, shall or may have, against Bufalini, Botsacos, Anzelon, Hohm, Gibson, or any combination thereof, for, upon or by reason or any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.
- h. Adkison hereby remises, releases, quits, satisfies, and forever discharges Bufalini, Botsacos, Anzelon, Hohm and Gibson, and their heirs, executors, administrators, successors, agents, attorneys, insurers and assigns, of and from all, and all manner of action and actions, cause and causes of action, suits, debts dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, commissions, mortgages, encumbrances, liens, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty, or equity, which Adkison ever had, now has, or which any successor, heir, or assign, hereafter can, shall or may have, against Bufalini, Botsacos, Anzelon, Hohm, Gibson, or any combination thereof, for, upon or by reason or any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.
- i. Rebecca Adkison hereby remises, releases, quits, satisfies, and forever discharges Bufalini, Botsacos, Anzelon, Hohm and Gibson, and their heirs, executors, administrators, successors, agents, attorneys, insurers and assigns, of and from all, and all manner of action and actions, cause and causes of action, suits, debts dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, commissions, mortgages, encumbrances, liens, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty, or equity, which Rebecca Adkison ever had, now has, or which any successor, heir, or assign, hereafter can, shall or may have, against Bufalini, Botsacos, Anzelon, Hohm, Gibson, or any

combination thereof, for, upon or by reason or any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

- j. Bufalini hereby remises, releases, quits, satisfies, and forever Trading Post, Sun Resorts, Adkison and Rebecca Adkison, and their heirs, executors, administrators, successors, agents, attorneys, insurers and assigns, of and from all, and all manner of action and actions, cause and causes of action, suits, debts dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, commissions, mortgages, encumbrances, liens, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty, or equity, which Bufalini ever had, now has, or which any successor, heir, or assign, hereafter can, shall or may have, against Trading Post, Sun Resorts, Adkison and Rebecca Adkison, or any combination thereof, for, upon or by reason or any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.
- k. Botsacos hereby remises, releases, quits, satisfies, and forever Trading Post, Sun Resorts, Adkison and Rebecca Adkison, and their heirs, executors, administrators, successors, agents, attorneys, insurers and assigns, of and from all, and all manner of action and actions, cause and causes of action, suits, debts dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, commissions, mortgages, encumbrances, liens, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty, or equity, which Botsacos ever had, now has, or which any successor, heir, or assign, hereafter can, shall or may have, against Trading Post, Sun Resorts, Adkison and Rebecca Adkison, or any combination thereof, for, upon or by reason or any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.
- l. Anzelon hereby remises, releases, quits, satisfies, and forever Trading Post, Sun Resorts, Adkison and Rebecca Adkison, and their heirs, executors, administrators, successors, agents, attorneys, insurers and assigns, of and from all, and all manner of action and actions, cause and causes of action, suits, debts dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, commissions, mortgages, encumbrances, liens, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty, or equity, which Anzelon ever had, now has, or which any successor, heir, or assign, hereafter can, shall or may have, against Trading Post, Sun Resorts, Adkison and Rebecca Adkison, or any combination thereof, for, upon or by reason or any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.
- m. Hohm hereby remises, releases, quits, satisfies, and forever Trading Post, Sun Resorts, Adkison and Rebecca Adkison, and their heirs, executors, administrators, successors, agents, attorneys, insurers and assigns, of and from all, and all manner of action and actions, cause and causes of action, suits, debts dues, sums of

money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, commissions, mortgages, encumbrances, liens, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty, or equity, which Hohm ever had, now has, or which any successor, heir, or assign, hereafter can, shall or may have, against Trading Post, Sun Resorts, Adkison and Rebecca Adkison, or any combination thereof, for, upon or by reason or any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

- n. Gibson hereby remises, releases, quits, satisfies, and forever Trading Post, Sun Resorts, Adkison and Rebecca Adkison, and their heirs, executors, administrators, successors, agents, attorneys, insurers and assigns, of and from all, and all manner of action and actions, cause and causes of action, suits, debts dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, commissions, mortgages, encumbrances, liens, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty, or equity, which Gibson ever had, now has, or which any successor, heir, or assign, hereafter can, shall or may have, against Trading Post, Sun Resorts, Adkison and Rebecca Adkison, or any combination thereof, for, upon or by reason or any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

VII. Relationship Between Parties Subsequent to Agreement.

31. Non-Harassment. The parties agree to mutually refrain from harassing one another and shall encourage their employees, agents and related parties from doing same. The officers and directors of all corporate entities shall mutually refrain from harassing one another and shall encourage their respective spouses or significant others from doing same.
32. Non-Disparagement. The parties hereby agree that from the date of execution of this Agreement, the parties shall not directly or indirectly, orally or in writing, publish or communicate, or cause to be published or communicated any statement which disparages in any way and to any degree, or may be considered to be derogatory or detrimental to the good name or reputation of any other party, in their individual capacities or any combination thereof, any member of the Board of Directors of the Association, past, present or future, or any other resident of the Association.
33. Non-Participation. Trading Post, Sun Resorts, Adkison and Rebecca Adkison acknowledge that execution of this Agreement and the transfer of the Settlement Property to the Association will divest Trading Post, Sun Resorts, Adkison and Rebecca Adkison of all ownership interest in condominium units within the Association.
- a. Publication. Trading Post, Sun Resorts, Adkison and Rebecca Adkison shall not publish, or cause to be published, any items relating to (i) the Association's election process, (ii) sitting Board members, (iii) prospective

Board members, or (iv) the spouses of sitting Board members or prospective Board members.

- i. "Publish" means any form of written statement, including but not limited to statements made on (i) signage, (ii) websites, (iii) social media, and (iv) flyers, pamphlets, handouts, newsletters and similar documents, as well as audio or visual recordings of oral or written statements.


VIII. Agreement Interpretation and Enforcement.

34. Severability. If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.
35. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.
36. Prior Settlement Agreement. The following paragraphs of the prior settlement agreement between Sun Resorts and the Association dated October 12, 2006 (the "Settlement Agreement") are inapplicable and superceded by this Agreement; paragraphs 3, 4, 5, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 23, 24, 25, 26, 28. The following paragraphs of the Settlement Agreement remain in full force and effect: paragraphs 2, 6, 7, 8, 9, 20, 22, 27. To the extent that any provision of the Settlement Agreement conflicts with any portion of this Agreement, this Agreement controls and any such conflicting provisions are not binding on the parties.
 - a. Section 10 and Settlement Property. In the event that the transfer of the Settlement Property, or any portion of the Settlement Property, is void, invalid, or otherwise unenforceable, Section 10 of the prior Settlement Agreement shall remain in full force and effect except that Sun Resorts shall not be obligated to pay assessments for the first thirty (30) days, otherwise Section 10 is inapplicable and superceded by this Agreement. So long as the quitclaim deed described in Paragraph 6, *supra*, is executed and delivered to the Association within thirty (30) days of the date that that the transfer of the Settlement Property, or any portion of the Settlement Property, is void, invalid, or otherwise unenforceable, Sun Resorts shall not be obligated to pay the assessments outlined in Section 10 of the prior Settlement Agreement.

37. Amendments. The Agreement may be modified only by written instrument signed by the party or parties to be bound by the Amendment.
- a. Association Agreement to Amendment. The parties agree that no amendment to this Agreement is valid and binding on the Association unless two-thirds (2/3) of the Association's board of directors sign any such amendment.
38. Waiver. No waiver of any provision hereof shall be effective unless executed in writing by the party claimed to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver.
39. Further Assurances; Cooperation. Each party hereto shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.
40. Construction of Agreement. The parties acknowledge that they participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently or liberally for or against either party. The titles and headings contained herein are for reference purposes only, and shall not in any manner limit the construction of this Agreement which shall be considered as a whole. All additions and deletions of provisions from and all drafts of disagreement shall be of no force or effect in interpreting the terms of this Agreement or the intentions of the parties.
41. Attorney's Fees and Costs. The prevailing party in any action to enforce this Agreement, including an action for injunctive relief or for debt collection, is entitled to all attorneys' fees incurred prior to suit, during litigation, and after litigation, including on appeal.
- a. Definition of "Attorneys' Fees." For all purposes of this Agreement, the term "attorneys' fees" means all reasonable attorneys' fees, court costs, and costs of experts and investigation, whether any such fees or costs are incurred before or during any trial or hearing or upon appeal, whether or not any trial or hearing occurs, and whether or not incurred as a part of any bankruptcy or insolvency proceeding.
42. Advice of Counsel. The Parties each acknowledge that they have entered into this Agreement voluntarily and with full knowledge and understanding of its terms. Each party further represents that it/they have had a reasonable time period within which to review this Agreement and to seek any guidance or advice that may be necessary or desirable. Upon advice of counsel of their choosing, the Parties have read and fully understand the terms of this Agreement and voluntarily agree to be bound hereby.
43. Successors and Assigns. This Agreement shall be binding upon the Parties hereto and their respective proper affiliates, heirs, representatives, agents, successors, and assigns.

- 44. Governing Law and Jurisdiction. This Agreement is to be governed by, and construed and enforced in accordance with, the laws of the State of Florida. In the event any litigation or other formal legal or equitable proceeding between any of the parties hereto, or their affiliates, heirs, agents, successors, or assigns, is instituted in connection with the construction, interpretation, or enforcement of this Agreement, the party commencing such litigation shall be required to institute the same in state courts within the jurisdiction and venue of Orange County, Florida. Each party hereto hereby consents to the exclusive personal jurisdiction and venue in the state courts with jurisdiction in Orange County, Florida, for resolution of all disputes arising out of the construction, interpretation, or enforcement of any term or provision of this Agreement, and each party hereby waives the claim or defense that any such court in which any such Litigation is properly commenced as provided for herein constitutes an inconvenient forum.
- 45. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be original as against any party whose signature appears thereon, and all of which together shall constitute one and the same Agreement.
- 46. **TIME IS OF THE ESSENCE** of this Agreement.
- 47. All indemnities, covenants, warranties, rights and obligations set forth and provided for in this Agreement shall survive.
- 48. A facsimile copy or copy by electronic delivery of this Agreement and any signatures hereon will be considered for all purposes as originals.

Therefore, the parties have executed this Agreement to be effective on the date of the last party's signature.

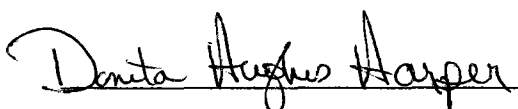


 Sun Resorts, Inc.
 William Lee Adkison, Jr., President

State of Florida
 County of Orange

Dated: 27 day of October, 2014.

I hereby certify that on 27 day of October, 2014, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared William Lee Adkison, Jr., who is personally known to me or who produced _____ as identification and who did take an oath and who executed the foregoing instrument before me.





DONITA HUGHES HARPER
MY COMMISSION # FF 157337
EXPIRES: September 17, 2018
Bonded Thru Budget Notary Services

Notary Public
My Commission Expires:

The Trading Post at Sun Resorts, Inc.
William Lee Adkison, Jr., President

State of Florida
County of Orange

Dated: 27 day of October, 2014.

I hereby certify that on 27 day of October, 2014, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared William Lee Adkison, Jr., who is personally known to me or who produced _____ as identification and who did take an oath and who executed the foregoing instrument before me.



DONITA HUGHES HARPER
MY COMMISSION # FF 157337
EXPIRES: September 17, 2018
Bonded Thru Budget Notary Services

Notary Public
My Commission Expires:

William Lee Adkison, Jr.

State of Florida
County of Orange

Dated: 27 day of October, 2014.

I hereby certify that on 27 day of October, 2014, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared William Lee Adkison, Jr., who is personally known to me or who produced _____ as identification and who did take an oath and who executed the foregoing instrument before me.



DONITA HUGHES HARPER
MY COMMISSION # FF 157337
EXPIRES: September 17, 2018
Bonded Thru Budget Notary Services

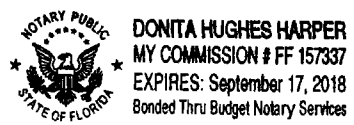
Notary Public
My Commission Expires:

Rebecca Adkison
Rebecca Adkison

State of Florida
County of Orange

Dated: 27 day of October, 2014.

I hereby certify that on 27 day of October, 2014, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Rebecca Adkison, who is personally known to me or who produced _____ as identification and who did take an oath and who executed the foregoing instrument before me.



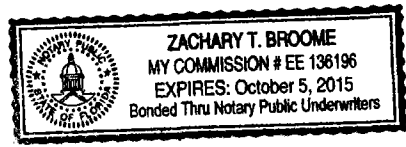
Donita Hughes Harper
Notary Public
My Commission Expires:

Vincent Bufalini
Clarcona Resort Condominium Association, Inc.
Vincent Bufalini, President

State of Florida
County of Lake

Dated: 17 day of November, 2014. ²¹³

I hereby certify that on 17 day of ~~October~~ ^{November}, 2014, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Vincent Bufalini, who is personally known to me or who produced _____ as identification and who did take an oath and who executed the foregoing instrument before me.



Zachary T. Broome
Notary Public
My Commission Expires: 10/5/15

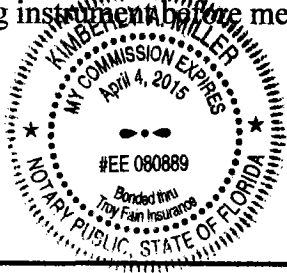
Vincent Bufalini
Vincent Bufalini

State of Florida

County of Orange

Dated: 4th day of November, 2014.

I hereby certify that on 4th day of ~~October~~ ^{November}, 2014, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Vincent Bufalini, who is personally known to me or who produced B145-864-40-052-0 as identification and who did take an oath and who executed the foregoing instrument before me.



Kimberly A. Miller
Notary Public
My Commission Expires: 4/4/15

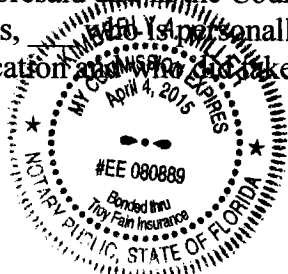
James Botsacos
James Botsacos

State of Florida

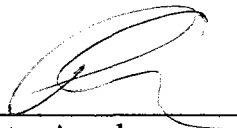
County of Orange

Dated: 4th day of November, 2014.

I hereby certify that on 4th day of ~~October~~ ^{November}, 2014, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James Botsacos, who is personally known to me or who produced B322-450-38-296-C as identification and who did take an oath and who executed the foregoing instrument before me.



Kimberly A. Miller
Notary Public
My Commission Expires: 4/4/15


Peter Anzelon


State of Florida
County of Orange

Dated: 4th day of November, 2014.

I hereby certify that on 4th day of ~~October~~ ^{November}, 2014, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Peter Anzelon, who is personally known to me or who produced FL A 534-673-60-121-0 as identification and who did take an oath and who executed the foregoing instrument before me.




Notary Public
My Commission Expires: 4/4/15

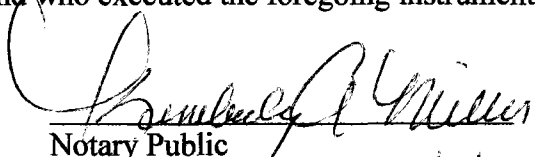

Erich Hohm

State of Florida
County of Orange

Dated: 4th day of November, 2014.

I hereby certify that on 4th day of ~~October~~ ^{November}, 2014, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Erich Hohm, who is personally known to me or who produced 4500-201-49-183-0 as identification and who did take an oath and who executed the foregoing instrument before me.



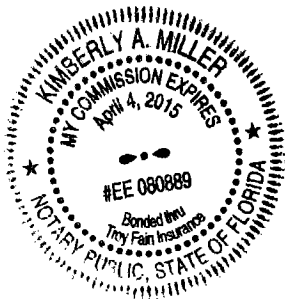

Notary Public
My Commission Expires: 4/4/15

Karen Gibson
Karen Gibson

State of Florida
County of Orange

Dated: 4th day of November, 2014.

I hereby certify that on 4th day of ^{November} ~~October~~, 2014, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Karen Gibson, ___ who is personally known to me or who produced 9125-517-46-590-0 as identification and who did take an oath and who executed the foregoing instrument before me.



Kimberly A. Miller
Notary Public
My Commission Expires: 4/4/15

Prepared by and return to:

Zachary T. Broome, Esq.
Bowen & Schroth, P.A.
600 Jennings Avenue
Eustis, Florida 32726
File No.: 3031-009

_____[Space Above This Line For Recording Data]_____

Quit-Claim Deed

This Quit-Claim Deed, executed this ___ day of October, 2014, by Sun Resorts, Inc., The Trading Post at Sun Resorts, Inc., William Lee Adkison, Jr, and, Rebecca Adkison, whose address is 3000 Clarcona Road, No. 99, Apopka, FL 32703 ("Grantor"), to Clarcona Resort Condominium Association, Inc. ("Grantee"), whose address 3000 Clarcona Road Suite 201A, Apopka, Florida 32703.

For and in consideration of the sum of \$10.00 and other good and valuable consideration, receipt whereof is hereby acknowledged by Grantor, Grantor does hereby remise, release and quit-claim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lots, pieces or parcels of land, situated, lying and being in Orange County, State of Florida, further described in **Exhibit "A"** hereto, incorporated herein and made a part hereof.

To have and to hold the same together with all and singular the appurtenances thereunto belonging on in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee forever. *Singular and plural are interchangeable as context requires.

Subject to real property taxes, easements and restrictions of record, if any; however, this reference shall not serve to reimpose same.

In Witness Whereof, Grantor has signed and sealed this Quit-Claim Deed the day and year first above written.

Signed, sealed and delivered
in the presence of:

(First Witness)

Sun Resorts, Inc.
William Lee Adkison, Jr., President

(Printed/typed name)

(Second Witness)

(Printed/typed name)

(First Witness)

The Trading Post at Sun Resorts, Inc.
William Lee Adkison, Jr., President

(Printed/typed name)

(Second Witness)

(Printed/typed name)

(First Witness)

William Lee Adkison, Jr.

(Printed/typed name)

(Second Witness)

(Printed/typed name)

(First Witness)

Rebecca Adkison

(Printed/typed name)

(Second Witness)

(Printed/typed name)

State of Florida
County of _____

I hereby certify that on ___ day of October, 2014, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared William Lee Adkison, Jr., individually and as president of Sun Resorts, Inc. and as president of The Trading Post at Sun Resorts, Inc. ___ who is personally known to me or ___ who produced _____ as identification and who did take an oath and who executed the foregoing instrument before me.

Notary Public
My Commission Expires:

State of Florida
County of _____

I hereby certify that on ___ day of October, 2014, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Rebecca Adkison, ___ who is personally known to me or ___ who produced _____ as identification and who did take an oath and who executed the foregoing instrument before me.

Notary Public

Exhibit "A"

Tracts 1, 3, 4, 5, 6, 7, 10, 11, 13, 14, 15, D and E of Yogi Bear's Jellystone Park Camp-Resort (Apopka), a Condominium, according to the Declaration of Condominium recorded in OR Book 3347, Page 2482, and all exhibits and amendments thereof, Public Records of Orange County, Florida.

Tracts B and C, of Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIB2, a Condominium, according to the Declaration of Condominium recorded in OR Book 3951, Page 0855, and all exhibits and amendments thereof, Public Records of Orange County, Florida.

Tract A of Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIIA, a Condominium, according to the Declaration of Condominium recorded in OR Book 3951, Page 0883, and all exhibits and amendments thereof, Public Records of Orange County, Florida.

Tracts A and B of Yogi Bear's Jellystone Park Camp-Resort (Apopka) IIID, a Condominium, according to the Declaration of Condominium recorded in OR Book 3958, Page 4945, and all exhibits and amendments thereof, Public Records of Orange County, Florida.

Lots 1000, 1002, 1006, 1010, 1014, 1018, 1022, 1026, 1030, 1034, 1038, 1042, 1044, 1046, 1048, 1050, 1052, 1054, 1056, 1058, YOGI BEAR'S JELLYSTONE PARK CAMP-RESORT (APOPKA) IIIA, a Condominium according to the Declaration of Condominium recorded at Official Record Book 3951, Page 0862, and all exhibits and amendments thereof, of the Public Records of Orange County, Florida.

**RULES AND REGULATIONS
THIS
ARTICLE XVI.
RULES AND REGULATIONS**

Section 3. Rules and Regulations. The rules and regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors (possibly through its Architectural and Environmental Review Board) (*a.k.a. Architectural and Environmental Review Committee/A.E.R.C.*), and shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said rules and regulations, and all applicable ordinances of Orange County and applicable laws of the State of Florida, and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. *For the purposes of these rules and regulations the Unit is defined as the entire lot, including any improvements thereto and any vehicle parked thereon.* Said rules and regulations are as follows:

(a) All condominium parcels or Units shall be reserved and restricted for recreation campsites and camping vehicles, including within such category, modern travel trailers, "park trailers" (park model trailers), motor homes and other similar types of camping trailers. Unit Owners, their guests, successors, and assigns are prohibited from erecting *without prior A.E.R.C. approval*, occupying, or placing on any Unit any permanent or semi-permanent structure or certain vehicles, which include, without limitation, the following:

(1) Travel trailers longer than forty (40) feet, or wider than is permitted under Orange County Zoning Regulations, or Applicable Florida Statutes;
The condition of any modular/trailer/RV entering the Park must be subject to A.E.R.C. approval

(2) Mobile Homes;

(3) Converted buses, tent type folding trailers, pickup campers, and folding tents (without the prior consent of the Manager); or

Further defined as:

1. Any bus not self contained, and/or constructed or painted in less than a professional manner.

2. Pop ups or any camper not fully self contained etc.

3. Gazebos may be constructed on site providing that they have an engineering drawing and meet all codes and park criteria. Engineering specifications sheet and drawings showing location, must be submitted for permit and approval.

Note: All buildings must be tied down. Interpretation of what constitutes a "Gazebo" shall be the sole discretion of the A.E.R.B.

Materials used for on site construction, or store bought Gazebos must have advance written approval by the A.E.R.B. No tarps of any color for roofing, windows, shades, awnings, driveways, or any ground cover.

(4) Any structures not intended to be temporary or movable.

It is the declared intent of the Association to exclude mobile homes from being placed on any Unit, and to create and maintain an area designated for

maximum beauty and benefit of campers. Provided further, that tables, benches, fireplaces and grills may be erected but no personal property except as provided immediately above shall be permitted to remain where it can be seen by other Unit owners or visitors to the area except when the unit is actually in use; provided further, however, that the foregoing, shall not apply to any permissible vehicle or trailer which may be allowed to remain on the Unit even though not in use. There is prohibited the construction and maintenance of fences, hedges over 36" tall used to define the perimeter of a Unit and radio and TV antennas, including satellite dish type, on the Units, without approval by the Architectural and Environmental Review Board. Only one permissible camping vehicle may be located or maintained on each Unit. All Storage structures and improvements to Condominium Units, including skirting around vehicles, must be approved in advance by the Architectural and Environmental Review Board of the Condominium Association. Unit Owners wishing to erect storage structures, or construct improvements to their Units must apply in writing to the Board, which shall respond within fifteen (15) days of the application. The response shall either be a denial with stated reasons, or an approval with a permit issued by the Board. If approved, the applicant shall be entitled to Proceed with the applied for storage structures or improvements.

Further defined as:

1. *Satellite dishes up to 20" in diameter are allowed without AERB approval.*
2. *One additional camping vehicle will be allowed on a Unit for ten (10) days for loading and unloading only. A ~~ten (10)~~ four (4) day permit must be obtained from the Gate and displayed prominently on the second camping vehicle during the ten (10) day period.*
3. *Storage sheds must be color coordinated to the RV.*
4. *Skirting may also be lattice or solid. If it is solid skirting, there must be adequately sized and spaced holes for ventilation. Skirting must be installed to look neat and not have any gaps between the panels greater than 3.5".*
5. *For further details see the approved AERB criteria concerning fences, storage structures and improvements to Units.*

(b) No animals or fowl shall be kept or maintained on the Units or within the Camp Resort except customary household pets, acceptable to the Association. Pets must be under the control of their owners at all times, must be kept in the vehicle after dark, and must never be left unattended outside the recreational vehicle Unit. All animals must be kept on a leash not more than six (6) feet long. Pet owners are responsible for cleaning up all their pet droppings anywhere in the Camp Resort including the pet owner's campsite. The Association shall have the right to require removal of animals that are unruly, loud, or misbehave from the Camp Resort, and Shall have the right to impound unleashed animals and add any Boarding charges to the pet owner's maintenance assessment. Pets are not permitted in any building or the swimming pool areas, with the exception of seeing eye dogs. All animals must have current proof of Rabies inoculation, where applicable. There are to be no pet houses or pens.

1. *Some common house pets are dogs, cats, small rodents, house birds, etc.*
2. *The animals must always be under the control of someone who is either outside with the animal or inside the Unit.*

3. *The animals must not be making any noise that is disturbing to the neighbors.*
4. *All animals must be kept on a leash not more than six (6) feet long when off owners property*

(c) No outside toilet shall be installed or allowed on any Unit. Developer has or will install usable and adequate sanitary facilities as provided by the laws of the State of Florida, and each user of each facility agrees to protect the same to prevent loss or damage to occur thereto. In addition, all Condominium campsite Units will have either hookups to a central sanitary sewer system or to a septic tank.

(d) No Nuisance (including, but not limited to, excessive outside lighting) Shall be allowed within the Camp Resort nor any use or practice which is the source of annoyance to Unit Owners, guests, lessees or other users of the Camp Resort, or which interferes with the peaceful possession or proper use of the property. All parts of the Camp Resort, including each Unit and trailers or tents thereon, shall be kept in a clean (and sanitary condition and no personal items, no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. If a request from the Architectural and Environmental Review Board to remove same is ignored by Unit Owner or Owner's tenant, the Association shall have the right to remove same and assess the Owner or Owner's tenant for the cost thereof. All debris and garbage must be placed in containers or bags approved by the Association. Architectural and Environmental Review Board or the designated representative shall be the deciding factor of what a nuisance is.

Nuisances further defined:

1. *No solicitation of any kind is allowed. Solicitation includes but is not limited to door to door selling, approaching residents on the Commons, asking for handouts, asking for loans, handing out or placing notices or flyers on Units or vehicles.*
2. *Repeated occurrences of domestic disturbances or law enforcement intervention of a Unit which has become disturbing to the neighbors.*
3. *Excessive vehicle or pedestrian traffic at all hours of the day or night which is disturbing the neighbors.*
4. *Excessive lighting to be defined as that which is disturbing adjacent neighbors.*
5. *Windows broken or in need of repair, doors broken or in need of repair, siding needing repair, roofs in need of repair, etc.*
6. ***Approved trash containers should be no larger than thirty five (35) gallons weighing no more than forty (40) pounds when filled and must have an approved lid.***
7. *Loud music or voices that are disturbing the neighbors.*
8. *No alterations are to be made to a Unit or any degradation to a Unit be allowed to happen as to cause a change in the natural drainage that will adversely affect another Unit.*
9. *RVs and other structures should be cleaned as necessary to remove any buildup of mold and dirt.*
10. *Roofs and gutters should also be periodically cleaned off to prevent the buildup of leaves and branches from damaging the gutters or being blown off and hurting someone or damaging other Units (this is not a violation). **Vegetation growing on roof or in the gutters is a violation.***
11. *All grass should be maintained at four (4) inches but not to exceed twelve (12) inches.*

12. *No water leaks either outside or inside, sewer leaks or sewer odors, water from washers emptying on the ground, animal and/or pet feces on the ground, mold on Unit.*
13. *No appliances (central air conditioners are permitted), etc., stored outside the Unit.*
14. *No construction tools or materials unless an authorized project is in process, stored outside the Unit. **If materials are stored under an RV, the RV must be skirted within ninety (90) days.***
15. *Ladders may be hung (stored) on outside of sheds or under Units.*
16. *No tires, batteries, bricks, broken furniture, broken toys, etc., food waste, etc., be allowed to accumulate outside the Unit.*
17. *No combustible materials like household solvents, paint, oil, gasoline, etc., be allowed to accumulate outside the Unit.*

(e) No commercial activity of any kind whatsoever shall be conducted on or from any Units in the Condominiums. Moreover, the foregoing shall not prevent Developer from designating certain areas in the Camp Resort for commercial use, including use of a rental office operated by the Developer pursuant to Section II of the Declaration. Definition of what constitutes commercial activity shall be the responsibility of the Manager.

1. *The determination of commercial activity shall be the responsibility of the Association Manager.*
2. *Any commercial activity that causes any of the following conditions are prohibited. These are only a sample of the conditions and others may apply. a) high pedestrian or vehicle traffic in and out of the Unit. b) crowds to gather at the Unit. c) the placement of signs, advertisements or products displays on the Unit. d) any loud noise that may be objectionable to neighbors.*

(f) The Association shall levy and collect a reasonable assessment payable in advance on March 15, June 15, September 15 and December 15, for the succeeding calendar quarter, from Unit owners sufficient to cover each Unit Owner's proportionate share of the actual cost of operating and maintaining common use property and facilities, providing water, electricity and garbage disposal service, sewage service, general maintenance, and carrying out of the duties of the Association except here said services are metered or billed separately to individual Unit Owners. The Association shall also pay all real property taxes on the Common Elements, and on The Commons. The collection of these sums shall be provided for in an adequate manner to assure the necessary maintenance. The Assessments or expenses shall be levied in accordance with Sections 7 of the Declarations and these By-Laws.

Assessments are billed on a monthly basis, due and payable on the first of the month.

(g) The Unit Owners shall not permit or suffer anything to be done or kept on his/their Units which will increase the cost of insurance within the Camp Resort or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises, or otherwise; nor shall any Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Camp Resort.

For example but not limited to:

1. *Loud motor vehicles etc.*
2. *Loud automobile radios.*

3. *Loud vulgar language.*
4. *Public sexual misconduct.*
5. *Public intoxication, selling or distribution of illegal substances (drugs), engaging in or facilitating prostitution.*

(h) Any (Recreation) vehicles supported by cement blocks or anything in addition to wheels other than screw jacks must be skirted within six (6) months from the day the vehicle is in place. All skirting must be approved by the Architectural and Environmental Review Board.

(there can only be **no more than two, four inch (4") solid cement blocks** or lumber under **each** screw jacks)

(i) No major vehicle repair or other unsightly or dangerous Projects are permitted on any Unit. Minor maintenance items may be performed on a Unit.

Further defined as:

1. *Engine overhaul or replacement, transmission overhaul or replacement, complete painting*
2. *Any repair that will cause antifreeze, gasoline, or brake fluid to spill on the ground*
3. *Any repair that will be unsightly for more than eight (8) consecutive hours*
4. *No vehicle may be left unattended on manual or hydraulic jacks*
5. *No Unit may be used as a commercial repair facility*

(j) No signs of any kind including signs which are inside the recreational vehicle where they may be seen outside the vehicle shall be displayed on any Unit without Association consent. The Association shall promulgate guidelines as to acceptable signs, and signs conforming to those guidelines shall be deemed to have received Association consent. Unit Owners are prohibited from Placing "For Sale" or "For Rent" signs anywhere on their Unit.

Further defined as:

1. *Keep out, No Trespassing, etc.*
2. *See approved AERB sign policy*
3. ***This includes vehicles parked on the Unit***
4. **"Beware of Dog" and "Oxygen in Use" signs are acceptable**

(k) No person shall use the Common Elements or any part thereof or a Condominium Unit or The Commons 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 as may be promulgated by the Association.

Further defined as:

1. *No skate boards allowed*
2. *Insurance and permit required for golf carts etc. (see AERB policy concerning non State licensed motor vehicles)*
3. *All commons except the pool (see Association rules and regulations concerning the use of the pool) are closed at 10:00 PM*

(l) All Condominium Unit owners and their guests are required to "check in" at the check-in-station when they first arrive at the park at the beginning of each stay and

“check out” when departing for any length of time at the security station. No unregistered guest shall be admitted from 10:00 p.m. until 6:00 a.m., unless previously arranged by Unit owner or tenant with the security gate attendant. (check in means registered at the gate or office)

(m) The speed limit on all roads within the Camp Resort shall not exceed 10 mph or the speed limit as posted. Reckless or careless driving will not be permitted. No unlicensed driver shall drive a motor vehicle within the Camp Resort. Any unlicensed or any vehicle other than an automobile shall not be operated in the Camp Resort prior to obtaining a permit from the Architectural and Environmental Review Board.

For example but not limited to:

1. Golf cart, ATV, motorized scooters, dirt bikes, etc., (see AERB policy concerning non State licensed motor vehicles)

(n) No Unit Owner or guest shall display, post or attach any signs or placards, or displays, to any building, structure, or trees within the Camp Resort without Association consent.

See approved AERB sign policy

(o) Recreation vehicles may be parked only in areas approved for such use.

Recreation Vehicles includes Motor Homes, Travel Trailers, Park Models, 5th Wheels. They do not include boats or four wheelers, etc. Refer to Gate Keepers Policy.

(p) Radios, televisions, stereos, etc., are to be kept at a volume which will not disturb others.

Volume not to exceed 70db or loud enough to interfere with the neighbors quality of life.

(q) Fires are allowed only in approved fireplaces or barbecues or other authorized areas. Fire building may be prohibited at any time when it may present a fire hazard.

The fires flames may not exceed one (1) foot in height over the approved fireplace or barbecue. All open fires should be covered with a fire screen and attended at all times.

(r) No weapons of any kind shall be allowed within the Camp Resort.

All Firearms, including paintball guns, air rifles and BB guns, are not allowed outside the RV.

(s) Cutting, defacing or destruction of live wood or plants is not permitted unless approved by the Architectural and Environmental Review Board.

No cutting of live wood or plants for firewood is allowed.

(t) All Children under twelve (12) years old are required to be in their campsites one-half (1/2) hour after closing of the Ranger Station (*Trading Post*) except during authorized and supervised activities. *All activities conducted after 10PM must be supervised by responsible adults and authorized by the Association.*

(u) No lifeguards are on duty at the swimming pool. All children under eight (8) years old and non swimmers of any age are required to be accompanied by a swimming adult.

Bathers must wear regular swimming suits or trunks only. No swimming is permitted in street clothes or "cut-offs". Bathing caps are required for all long hair.

Further defined as:

*No cutoffs or street clothes that are not securely hemmed (no frayed edges or strings). No frayed shorts or pants allowed. Pool monitors will enforce the Association Pool Rules and Regulations. **Pool Rules and Regulations have been amended to require children twelve (12) and under be accompanied by an adult 18 years and older.***

(v) No outside appliances are permitted (including, but not limited to freezers, refrigerators, or other appliances and the like).

Central Air Conditioners are permitted.

(w) Only the one permitted recreational vehicle can be stored on a Unit. Only two (2) licensed automobiles used for primary transportation may be parked on the Unit at any given time. Boats and utility trailers may not be stored on any Unit.

*This includes small vans and pickups. Vehicles that are too large to fit on the Unit and extend into the street or a neighboring Unit are not allowed. They must have current tags. A four (4) day temporary permit may be obtained from the gate to have a boat or utility trailer on the Unit for loading or unloading. This permit must be prominently displayed on the boat or trailer during the four (4) day period. **Allowed one time per month; then renewal/extension requests can be submitted to the Association Manager for review.***

(Temporary (over two vehicles not overnight) guest may park vehicles on unit; Vehicle(s) must not encroach on other unit owners' property or the roadway)

Please respect your neighbors; this temporary permission is granted only if there are no reasonable complaints.

NOTE: inoperable vehicles must be repaired or removed from unit (i.e. golf carts, ATV's, dirt bikes, etc.)

(x) The use of alcoholic beverages must be confined to Condominium Units.

Alcoholic beverages may be allowed off the Units only at events authorized by the Association and at the places authorized by the Association (Rec Hall, Common recreation areas)

(y) There shall be no wooden platforms allowed on Condominium Units unless approved by the Architectural and Environmental Review Board.

See the AERB criteria concerning wooden platforms.

(z) No electric space heaters or electric water heaters are permitted, except on individually metered sites.

(aa) Only umbrella type or temporary R.V. bumper-mount clotheslines approved by the Architectural and Environmental Review Board are permitted.

See the AERB criteria concerning clotheslines.

(bb) This entire Section 3 entitled "Rules and Regulations" and the rules and regulations set forth hereunder shall be considered as covenants running with the land, and shall bind all Unit Owners, their heirs, executors, administrators, successors and assigns, including guests and renters, and any other person directly or indirectly related to said Unit Owner. If any person violates or attempts to violate any of the covenants or restrictions herein contained, any Unit Owner, the Association, or Developer may bring any proceeding at law or in equity against the person violating or attempting to violate any such covenant or restriction to prevent such Unit Owner from so doing or to recover damages for such violation, or both, and to also recover costs of the suit and reasonable attorneys' fees. Any invalidation of any of these covenants and restrictions shall in no way affect any other of the provisions hereof which shall remain in full force and effect.

(cc) Other reasonable rules and regulations governing use and occupancy and which are not in contravention of any of the foregoing provisions may be made and amended from time to time by the Association.

(dd) Neither the Unit Owners nor the Association nor their use of The Commons or Condominium property shall interfere with the completion of contemplated improvements or sale of said Units by Developer. The Developer may make such use of the unsold Units, the Common Elements and the Commons as may facilitate such completion and sale including, but not limited to, maintenance of a sales office, display of "for sale" signs and showing of the Units for sale to prospective purchasers, and renting of Units to the camping public. Each Unit Owner, by acceptance of the Warranty Deed to a Unit, acknowledges that it is aware that the Developer owns additional property contiguous to this Condominium which may be developed as one or more additional condominiums up to 1,500 units. Developer may acquire additional property for development into condominiums adjacent thereto. Any additional condominiums will share recreational and other common facilities with these Condominiums under the Common Lease on per Unit basis.

(ee) The operation of the Camp Resort is subject to the provisions of a certain Franchise Agreement dated April 15, 1970 and amended June 15, 1982, under which the Developer has agreed to certain restrictions with Leisure Systems, Inc., a Wisconsin Corporation, through which the Camp Resort obtains the right to use names and logos of "Yogi Bear" and related items. The Camp Resort shall be operated and maintained strictly in compliance with the standards of said Franchise Agreement so long as said Agreement remains in effect.

Any interpretation of the above rules shall be the responsibility of the Architectural and Environmental Review Board and the designated Committee member.

Approved by the Board of Directors November 10, 2005
Revised and approved by the Board of Directors December 17,
Document #051011-11 approved by the Board of Directors May 10, 2011
Revised Document #051011-11 approved by the Board of Directors September 13, 2011

Revised Document #051011-11 approved by the Board of Directors January 10, 2012

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

**CLARCONA RESORT CONDOMINIUM
ASSOCIATION, INC.**

**CASE NO. 09-CA-034416-O
Consolidated Case 2010-CA-006703-O**

Plaintiff

v.

**SUN RESORTS, INC., et al,
Defendant**

_____ /

**SUN RESORTS, INC., and
THE TRADING POST AT SUN RESORTS, INC.
Counterplaintiffs / Third Party Plaintiffs**

v.

**CLARCONA RESORT CONDOMINIUM
ASSOCIATION, INC., et al.**

Plaintiff / Counterdefendants

_____ /

JOINT STIPULATION FOR DISMISSAL WITH PREJUDICE

Plaintiff/Counterdefendant, Clarcona Resort Condominium Association, Inc., a Florida corporation, by and through the undersigned counsel, Defendant/Counterplaintiff, Sun Resorts, Inc., a Florida corporation, Counterplaintiff/Third Party Plaintiff, The Trading Post at Sun Resorts, Inc., a Florida corporation, by and through the undersigned counsel, and Third Party Defendants Vincent Bufalini, James J. Botsacos, Peter Anzelon, Erich Hohm and Karen Gibson, by and through the undersigned counsel and pursuant to Fla. R. Civ. P. 1.420, hereby dismiss the above-captioned action, and all claims, counterclaims and third party claims asserted therein with prejudice. Each party shall be responsible for its own attorneys' fees and costs.

Dated this ___ day of October, 2014.

BOWEN & SCHROTH, P.A.
Attorneys for Plaintiff, Clarcona Resort Condominium Association, Inc.
600 Jennings Avenue
Eustis, Florida 32726
Telephone (352) 589-1414
Facsimile (352) 589-1726

E-Mail: dschroth@bowenschroth.com
Email: zbroome@bowenschroth.com

DEREK A. SCHROTH
Florida Bar No. 00352070
ZACHARY T. BROOME
Florida Bar No. 0091331

Dated this ___ day of October, 2014.

Todd M. Hoepker, P.A.
Attorneys for Defendant/Counterplaintiff, Sun Resorts, Inc., and
Counterplaintiff/Third Party Plaintiff, The Trading Post at Sun Resorts, Inc.
P.O. Box 3311
Orlando, Florida 32802-3311
Telephone
Facsimile
Email:

TODD M. HOEPKER
Florida Bar No.

Dated this ___ day of October, 2014.

Lydecker Diaz
Attorneys for Third Party Defendants Vincent Bufalini,
James J. Botsacos, Peter Anzelon, Erich Hohm and Karen Gibson
1221 Brickell Avenue
19th Floor
Miami, Florida 33131
Telephone
Facsimile
Email:

STEPHEN HUNTER JOHNSON
Florida Bar No.
ZACHARY R. KOBRIN
Florida Bar No.

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

**CLARCONA RESORT CONDOMINIUM
ASSOCIATION, INC.**

CASE NO. 2012 CA 8458

Plaintiff

v.

**SUN RESORTS, INC., et al,
Defendant**

**SUN RESORTS, INC., and
THE TRADING POST AT SUN RESORTS, INC.
Counterplaintiffs / Third Party Plaintiffs**

v.

**CLARCONA RESORT CONDOMINIUM
ASSOCIATION, INC., et al.**

Plaintiff / Counterdefendants

JOINT STIPULATION FOR DISMISSAL WITH PREJUDICE

Plaintiff/Counterdefendant, Clarcona Resort Condominium Association, Inc., a Florida corporation, by and through the undersigned counsel, and Defendant/Counterplaintiff, Sun Resorts, Inc., a Florida corporation, Counterplaintiff/Third Party Plaintiff, The Trading Post at Sun Resorts, Inc., a Florida corporation, by and through the undersigned counsel, and pursuant to Fla. R. Civ. P. 1.420, hereby dismiss the above-captioned action, and all claims, counterclaims and third party claims asserted therein with prejudice. Each party shall be responsible for its own attorneys' fees and costs.

Dated this ___ day of October, 2014.

BOWEN & SCHROTH, P.A.

Attorneys for Plaintiff, Clarcona Resort Condominium Association, Inc.

600 Jennings Avenue

Eustis, Florida 32726

Telephone (352) 589-1414

Facsimile (352) 589-1726

E-Mail: dschroth@bowenschroth.com

Email: zbroome@ bowenschroth.com

DEREK A. SCHROTH
Florida Bar No. 00352070
ZACHARY T. BROOME
Florida Bar No. 0091331

Dated this ___ day of October, 2014.

Todd M. Hoepker, P.A.
Attorneys for Defendant/Counterplaintiff, Sun Resorts, Inc., and
Counterplaintiff/Third Party Plaintiff, The Trading Post at Sun Resorts, Inc.
P.O. Box 3311
Orlando, Florida 32802-3311
Telephone
Facsimile
Email:

TODD M. HOEPKER
Florida Bar No.

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

**CLARCONA RESORT CONDOMINIUM
ASSOCIATION, INC.**

CASE NO. 2012 CA 15691

Plaintiff

v.

**SUN RESORTS, INC., et al,
Defendant**

_____ /

**SUN RESORTS, INC., and
THE TRADING POST AT SUN RESORTS, INC.
Counterplaintiffs / Third Party Plaintiffs**

v.

**CLARCONA RESORT CONDOMINIUM
ASSOCIATION, INC., et al.**

Plaintiff / Counterdefendants

_____ /

JOINT STIPULATION FOR DISMISSAL WITH PREJUDICE

Plaintiff/Counterdefendant, Clarcona Resort Condominium Association, Inc., a Florida corporation, by and through the undersigned counsel, and Defendant/Counterplaintiff, Sun Resorts, Inc., a Florida corporation, Counterplaintiff/Third Party Plaintiff, The Trading Post at Sun Resorts, Inc., a Florida corporation, by and through the undersigned counsel, and pursuant to Fla. R. Civ. P. 1.420, hereby dismiss the above-captioned action, and all claims, counterclaims and third party claims asserted therein with prejudice. Each party shall be responsible for its own attorneys' fees and costs.

Dated this ___ day of October, 2014.

BOWEN & SCHROTH, P.A.
Attorneys for Plaintiff, Clarcona Resort Condominium Association, Inc.
600 Jennings Avenue
Eustis, Florida 32726
Telephone (352) 589-1414
Facsimile (352) 589-1726
E-Mail: dschroth@bowenschroth.com

Email: zbroome@ bowenschroth.com

DEREK A. SCHROTH
Florida Bar No. 00352070
ZACHARY T. BROOME
Florida Bar No. 0091331

Dated this ___ day of October, 2014.

Todd M. Hoepker, P.A.
Attorneys for Defendant/Counterplaintiff, Sun Resorts, Inc., and
Counterplaintiff/Third Party Plaintiff, The Trading Post at Sun Resorts, Inc.
P.O. Box 3311
Orlando, Florida 32802-3311
Telephone
Facsimile
Email:

TODD M. HOEPKER
Florida Bar No.