

PROSPECTUS
FOR
WORLDQUEST RESORT, A CONDOMINIUM

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

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

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

INDEX TO THE WORLDQUEST RESORT PROSPECTUS AND EXHIBITS

1. Membership Agreement of Recreational Lease (Not Applicable)
2. Receipt for Condominium Documents
 - (a) Alternative Media Disclosure Statement
3. Declaration of Condominium
 - The following are the Schedules attached to the Declaration of Condominium:
 - Schedule 1: Legal Description
 - Schedule 2: Percentage Of Ownership Interest Of Units In Common Elements and Share Of Common Expenses and Surplus; Effect Of Phasing
 - Schedule 3: Articles of Incorporation for the Association
 - Schedule 4: Bylaws for the Association
 - Schedule 5: Condominium Rules and Regulations
 - Schedule 6: Executed Management Agreement
 - (a) First Amendment To Declaration (Adding Phase Four)
 - (b) Second Amendment To Declaration (Adding Phase Five)
 - (c) Proposed Third Amendment To Declaration (Adding Phase Six)
 - (d) Proposed Fourth Amendment To Declaration (Adding Phase Seven)
 - (e) Proposed Fifth Amendment To Declaration (Correcting Unit Numbering and Other Scriveners Errors)
 - (f) Proposed Sixth Amendment To Declaration (Adding Phase Eight)
 - (g) Proposed Seventh Amendment To Declaration (Adding Phase Nine)
4. Cooperative Documents (Not Applicable)
5. Master Declaration of Covenants, Conditions and Restrictions
6. Articles of Incorporation for the Association (See Schedule 3 of the Declaration of Condominium contained in Exhibit 3)
7. Bylaws for the Association (See Schedule 4 of the Declaration of Condominium contained in Exhibit 3)
8. Underlying Lease (Not Applicable)

9. Executed Management Agreement (See Schedule 6 of the Declaration of Condominium contained in Exhibit 3)
10. Estimated Operating Budget
11. Floor Plan, Legal Description, Plot Plan and Ingress/Egress and Utility Easement (Phases I through IX)
12. Declaration of Servitude of Properties
13. Condominium Unit Purchase Agreement
14. Executed Purchaser Deposit Escrow Contract
15. Other Contracts or Leases Signed by Purchasers (Not Applicable)
16. Form of Condominium Unit Special Warranty Deed
17. Condominium Rules and Regulations (See Schedule 5 of the Declaration of Condominium contained in Exhibit 3)
18. Frequently Asked Questions and Answers Sheet
19. Developer Guaranty
20. Acknowledgment of Representations

TABLE OF CONTENTS

	Page
I. PROSPECTUS DEFINITIONS AND ABBREVIATIONS	1
II. REQUIRED DISCLOSURES	4
III. PROSPECTUS TEXT	8
1. THE RESORT CONDOMINIUM PLAN	8
a. THE PLAN.....	8
b. PHASE CONDOMINIUM DESCRIPTION.....	9
c. COMMON EXPENSES AND USE OF COMMON ELEMENTS.....	9
d. RECREATIONAL FACILITIES	10
2. CLUB MEMBERSHIP OR RECREATIONAL LEASE, AS APPLICABLE	10
3. TERM OF THE PLAN.....	10
4. RESPONSIBLE ENTITIES	11
a. THE ENTITIES:.....	11
b. JUDGMENTS AND PENDING LAWSUITS:.....	12
5. RESORT/FACILITY SITE	12
a. DESCRIPTION OF COMMON ELEMENTS.....	12
b. RESTRICTIONS ON USE OF UNITS AND COMMON ELEMENTS.....	13
c. UTILITIES OF CERTAIN SERVICES.....	14
d. INSURANCE	14
e. LEASING OF UNITS.....	15
f. LEASING OF DEVELOPER-OWNED UNITS.....	15
g. DISCLOSURES REGARDING REAL PROPERTY:	15
h. TRANSFER OF CONTROL OF THE ASSOCIATION.....	15
6. BUDGETS, DUES AND FEES.....	15
a. ESTIMATED OPERATING BUDGET	16
b. ASSOCIATION RIGHT TO ALTER ESTIMATED OPERATING BUDGET	17
7. PURCHASE OF A CONDOMINIUM UNIT	17
a. PURCHASER’S RIGHT OF CANCELLATION	17
b. TOTAL FINANCIAL OBLIGATION OF THE PURCHASER.....	18
c. SALES COMMISSIONS.....	19
d. GRANT OF EASEMENTS; RESERVATION OF EASEMENT AND RIGHTS	19
e. STATUS OF TITLE UNDERLYING THE RESORT FACILITY.....	21

TABLE OF CONTENTS

(continued)

	Page
f. RESTRICTIONS UPON RENTAL OR RESALE	21
g. RIGHT OF FIRST REFUSAL	21
h. MOLD AND MILDEW	22
8. SERVICE, MAINTENANCE OR RECREATIONAL CONTRACTS OR LEASES THAT MAY BE CANCELED BY PURCHASERS	24
9. NAME OF THE PERSON WHO WILL OR MAY HAVE THE RIGHT TO ALTER, AMEND OR ADD TO THE CHARGES WHICH THE PURCHASER MAY BE SUBJECT AND THE TERMS AND CONDITIONS UNDER WHICH SUCH ALTERATIONS, AMENDMENTS OR ADDITIONS MAY BE IMPOSED.....	25
10. AMENDMENTS TO THE RESORT CONDOMINIUM PLAN	25
11. GENERAL PROVISIONS	25
12. DEFINITIONS.....	26
13. EFFECTIVE DATE	26

I. PROSPECTUS DEFINITIONS AND ABBREVIATIONS

- A. "Annual Assessment" means the share of funds required for the payment of Common Expenses which is assessed annually against an Owner by the managing entity.
- B. "Articles" means the Articles of Incorporation of the Association.
- C. "Association" means WORLDQUEST RESORT CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not for profit, and said entity is responsible for the operation of the Condominium.
- D. "Board of Administration" or "Board of Directors" means the representative body responsible for administration of the Association.
- E. "Bylaws" means the Bylaws of the Association, as amended from time to time.
- F. "Chapter 718" or "Condominium Act" shall mean Chapter 718, *Florida Statutes*, as amended prior to the recording of these Condominium Documents.
- G. "Common Elements" means the portion of the Condominium Property not included in the Units.
- H. "Common Expenses" means the expenses properly incurred by the Association for the Condominium for which the Unit Owners are liable to the Association.
- I. "Common Surplus" means the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over and above the amount of common expenses.
- J. "Condominium" means that form of ownership of condominium property under which units of improvements are subject to ownership by one or more owners, and there is appurtenant to each unit, as part thereof, an individual share in the common elements.
- K. "Condominium Documents" means this Prospectus, the Declaration of Condominium attached hereto as Exhibit 3, the Bylaws attached hereto as Exhibit 7 and all other Exhibits annexed hereto, as the same may be amended from time to time.
- L. "Condominium Property" means and includes the land in a Condominium, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the condominium.
- M. "Developer" means WORLDQUEST RESORT PARTNERS, L.L.C., a Florida limited liability company, its grantees, successors and assigns. An "Owner" (as hereinafter defined) shall not solely by reason of the purchase of a "Unit" (as hereinafter defined) be deemed a grantee, successor or assign of Developer's rights or obligations under the Plan unless such Owner is specifically so designated as a successor or assign of Developer's rights or obligations in the respective instrument of conveyance or other instruments executed by Developer.
- N. "Division" as used herein shall be deemed to mean and refer to the Division of Florida Land Sales, Condominiums and Mobile Homes, Department of Business and Professional Regulation.
- O. "Institutional Mortgagee" means a Bank, Savings and Loan Association, Insurance

Company or Union Pension Fund authorized to do business in the United States of America, an Agency of the trust, or a lender generally recognized in the community as an institutional type lender, or Developer if it takes back a mortgage from unit purchasers.

P. "Limited Common Elements" means that portion of the Common Elements reserved for the exclusive use of a particular Unit.

Q. "Management Agreement" means and refers to any agreement entered into by the Association and a Management Firm, which provides for the management of the Condominium Property.

R. "Managing Firm" means and refers to the entity identified as the Management Firm, its successors and assigns, in the event a Management Agreement is entered into between the Association and said Management Firm. The Management Firm shall be responsible for the management of the Condominium property as provided in the management Agreement.

S. "Occupant" means the person or persons, other than the Unit Owner, in possession of a Unit.

T. "Owner" means a person to whom Developer has conveyed of record a Unit in the Condominium.

U. "Phase 1" means and refers to that portion of land delineated on and submitted to condominium form of ownership pursuant to Schedule 1 of the Declaration of Condominium attached to this Prospectus as Exhibit 3.

V. "Phase 2" means and refers to that portion of land delineated on and submitted to condominium form of ownership pursuant to Schedule 1 of the Declaration of Condominium attached to this Prospectus as Exhibit 3.

W. "Phase 3" means and refers to that portion of land delineated on and submitted to condominium form of ownership pursuant to Schedule 1 of the Declaration of Condominium attached to this Prospectus as Exhibit 3.

X. "Phase 4" means and refers to that portion of land delineated on and submitted to condominium form of ownership pursuant to the First Amendment of the Declaration of Condominium attached to this Prospectus as Exhibit 3(a).

Y. "Phase 5" means and refers to that portion of land delineated on and submitted to condominium form of ownership pursuant to the Second Amendment of the Declaration of Condominium attached to this Prospectus as Exhibit 3(b).

Z. "Phase Condominium" means the sale, creation and development by Developer of one or more additional phases which may become part of WORLDQUEST RESORT, A CONDOMINIUM, involving the creation of additional Units, whereby the percentage of ownership in said Owners' undivided interest in the Common Elements shall be decreased to reflect the additional Units made apart of the Plan, pursuant to Chapter 718.403, *Florida Statutes*.

AA. "Plan" is a concept whereby Condominium Units and the undivided share of Common Elements assigned to said Units are conveyed to purchasers of said Units by Developer.

BB. "Resort Facility" or "Resort Condominium" means the property described on Schedule 1: Exhibits attached to the Declaration of Condominium, Exhibit 3 of this Prospectus, and subsequent

phases as added, and all improvements thereon (including the Units and all furniture, furnishings and fixtures therein) and all easements and rights appurtenant thereto intended for use in connection therewith.

CC. "Rules and Regulations" means the Rules and Regulations of the Association, as promulgated by the Board of Directors, and amended from time to time.

DD. "Special Assessment" means a share of funds required for the payment of Common Expenses which from time to time is assessed against an Owner in addition to the Annual Assessment.

EE. "Unit" or "Condominium Unit" is a unit as defined in the Condominium Act, referring therein to each of the separate and identified units delineated in Schedule 1 attached to the Declaration, and when the context permits, the Condominium parcels include such unit, including its share of the Common Elements appurtenant thereto. These units may also be referred to as whole units. means a part of the Resort Facility which is subject to exclusive possession.

FF. "Unit Owner" or "Owner of a Unit" or "Parcel Owner" means the Owner of a Condominium parcel.

II. REQUIRED DISCLOSURES

THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THE CONDOMINIUM.

For further information, see the subsection of this Prospectus entitled "The Plan" and Article III of the Declaration of Condominium attached hereto as Exhibit 3.

Each of the proposed Phases 1-24 is planned, at the time of the recording of this Declaration, to consist of the number of buildings, and units, as described in Article IV of the Declaration of Condominium, entitled "PHASING". Currently, this Condominium has been declared to consist of Phases 1-5 only, containing a total of 170 residential units.

Developer has not obligated itself to construct precisely the improvements that would be permitted to be Phases 6-24, nor, if any one or all are constructed, has Developer obligated itself to a precise sequence of construction; neither has Developer obligated itself, whether or not it improves the properties constituting the proposed Phases 6-24, to make such phases or any of them a part of this Condominium. Developer reserves the right to modify the number of Units in each phase and to increase or decrease the number of Units in the buildings in that phase disproportionately. For more information, see Article III of the Declaration of Condominium, attached hereto as Exhibit 3.

There are no recreational facilities included as part of the Common Elements of the Condominium. However, facilities may be expanded or added without consent of the purchasers or the Association.

Developer reserves all rights to vary Developer's phasing plan, as to phase boundaries, plot plans and floor plans, Unit types, Unit sizes and Unit type mixes, including the configuration, dimensions, design and style of buildings and Units, numbers of Units, and facilities with respect to each subsequent phase. Developer, however, is under no obligation to expand or add any recreational or other type facilities whatsoever.

BUILDINGS AND UNITS WHICH ARE ADDED TO THE CONDOMINIUM MAY BE SUBSTANTIALLY DIFFERENT FROM THE OTHER BUILDINGS AND UNITS IN THE CONDOMINIUM.

For further information, see the subsection of this Prospectus entitled "Phase Condominium Description" and Article III of the Declaration of Condominium attached hereto as Exhibit 3.

THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

For further information, see subsection III.5.(f) of this Prospectus and Section W of Article XIX of the Declaration of Condominium attached hereto as Exhibit 3.

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

For further information regarding control of the Association, see Section 718.301, *Florida Statutes*, and the related Sections of the Declaration of Condominium attached hereto as Exhibit 3, and the Bylaws attached hereto as Exhibit 7.

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

For further information, see Article XIV of the Declaration of Condominium attached hereto as Exhibit 3, the Bylaws of the Association attached hereto as Exhibit 7, and all other related documents.

THIS CONDOMINIUM WILL BE CREATED AND UNITS WILL BE SOLD AS FEE SIMPLE INTERESTS IN REAL PROPERTY.

All of the attributes of ownership in real property will be vested in the purchaser following closing of the purchase of the Condominium Unit. For further information, see the related Sections of the Declaration of Condominium attached hereto as Exhibit 3.

THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE MAINTENANCE, OPERATION, UPKEEP, AND REPAIR OF THE COMMON AREAS. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

For further information, see Article XI of the Declaration of Condominium attached hereto as Exhibit 3.

The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, reservations, all matters of record and the rights of the United States of America, the State of

Florida or any government authority or agency as to any submerged lands and as to any lands lying below the natural ordinary high-water line of the surrounding bodies of water, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by Developer for the benefit of such persons as Developer designates, and Developer shall have the right to grant such easements and designate the beneficiaries for such time as it determines in its sole discretion, and, thereafter, the Association shall be empowered to grant such easements on behalf of its members.

During the period of time that Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to easements that will not structurally weaken the buildings and improvements on the Condominium Property nor unreasonably interfere with the enjoyment of the Condominium Property by the Association members.

Developer has entered into a contract for the management of the Condominium Property.

Attached to this Prospectus as Exhibit 9 is the Management Agreement.

It is specifically recognized that some or all of the persons comprising the original Board of Directors of Developer and/or the Association are or may be stockholders, members, managers, officers and directors of the Managing Firm and/or the recreational club.

Such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, or as possible grounds to invalidate the Management Agreement, in whole or in part.

For the purpose of ad valorem assessment, taxation and special assessments, the Managing Firm will be considered the taxpayer as our agent pursuant to Section 192.037, *Florida Statutes*.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE

EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

Due to applicable zoning restrictions, there will be no school district or infrastructure established to provide for neighborhood schooling now or in the future. There are no government-provided educational services, or similar-type benefits of any kind, offered to Owners. Owners receive no rights to said services and will likely be unable to secure said rights in the future due to zoning restrictions appurtenant to the units and Condominium Property.

Purchasers are hereby on notice and should be clearly aware that each time Developer elects, in Developer's sole and unfettered discretion, to make an additional phase part of this Condominium, an increase in the total number of Units in the Condominium will cause each Owner's percentage share of undivided interest in the Common Elements to decrease accordingly.

Prospective owners are hereby on notice that no public educational services are to be offered in the area where this Condominium is situated.

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

For further information, see subsection III.6 of this Prospectus and the estimated operating budget attached hereto as Exhibit 10.

III. PROSPECTUS TEXT

1. THE RESORT CONDOMINIUM PLAN.

a. THE PLAN. The name of the Condominium is WORLDQUEST RESORT, A CONDOMINIUM (the “Condominium”). The Condominium is located at 8849 WorldQuest Boulevard, Orlando, Florida 32821. WORLDQUEST RESORT PARTNERS, L.L.C., a Florida limited liability company (“Developer”) is the owner of the unsold Units in the Condominium which are being offered for sale pursuant to this Prospectus. The Condominium is a Phase Condominium and Phases 1, 2, 3, 4 and 5 each contain one (1) building containing 34 residential units and proposed Phases 6-9 will each contain one (1) building containing 34 residential units. Each subsequent phase may contain the number of Units listed below:

Phase	Maximum # of Buildings	Minimum and Maximum # of Units per Residential Building	Minimum and Maximum # of Bathrooms in Residential Units	Minimum and Maximum # of Bedrooms in Residential Units	Maximum # of Units
1	1	34	1-3	1-3	34
2	1	34	1-3	1-3	34
3	1	34	1-3	1-3	34
4	1	34	1-3	1-3	34
5	1	34	1-3	1-3	34
6	1	34	1-3	1-3	34
7	1	34	1-3	1-3	34
8	1	34	1-3	1-3	34
9	1	34	1-3	1-3	34
10	1	4-88	1-3	1-3	88
11	1	4-88	1-3	1-3	88
12	1	4-88	1-3	1-3	88
13	1	4-88	1-3	1-3	88
14	1	4-88	1-3	1-3	88
15	1	4-88	1-3	1-3	88
16	1	4-88	1-3	1-3	88
17	1	4-88	1-3	1-3	88
18	1	4-88	1-3	1-3	88
19	1	4-88	1-3	1-3	88
20	1	4-88	1-3	1-3	88
21	1	4-88	1-3	1-3	88
22	1	4-88	1-3	1-3	88
23	1	4-88	1-3	1-3	88
24	1	4-88	1-3	1-3	88

A plot plan and survey of the Condominium Property are attached as Schedule 1 to the Declaration of Condominium, as amended, attached hereto as Exhibit 3. A plot plan is also attached to this Prospectus as part of Exhibit 11.

The Condominium will consist of the Units described herein and the Common Elements described in the Declaration of Condominium attached hereto as Exhibit 3. The estimated latest date of

completion of constructing, finishing, and equipping each phase of the Condominium is: Phases 1-5, complete; Phases 6-7, July, 2008; the remainder of the phases are estimated to be completed by approximately July, 2013. The maximum number of Units that will use facilities in common with the Condominium is 1626 (170 plus [4 times 34] plus [15 times 88]) Units. For further information, see Article III of the Declaration of Condominium attached as Exhibit 3 to this Prospectus.

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

b. PHASE CONDOMINIUM DESCRIPTION

THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM.

For further information, see Article III of the Declaration of Condominium attached hereto as Exhibit 3.

THERE ARE NO RECREATIONAL FACILITIES INCLUDED AS PART OF THE COMMON ELEMENTS OF THIS CONDOMINIUM. HOWEVER, FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF THE PURCHASERS OR THE ASSOCIATION.

Developer reserves all rights to vary Developer's phasing plan, as to phase boundaries, plot plans and floor plans, Unit types, Unit sizes and Unit type mixes, including the configuration, dimensions, design and style of buildings and Units, numbers of Units, and facilities with respect to each subsequent phase. Developer, however, is under no obligation to expand or add any recreational or other type facilities whatsoever.

BUILDINGS AND UNITS WHICH ARE ADDED TO THE CONDOMINIUM MAY BE SUBSTANTIALLY DIFFERENT FROM THE OTHER BUILDINGS AND UNITS IN THE CONDOMINIUM.

Developer reserves the right, but is not obligated to construct Phases 6-24, nor if any one or all are constructed, has Developer obligated itself to a precise sequence of construction or to make the properties constituting proposed Phases 6-24 a part of the Condominium. For further information, see Article III of the Declaration of Condominium attached hereto as Exhibit 3.

Although Developer is not officially offering any one-bedroom residential Units, Developer has reserved the right to later offer one-bedroom Units containing approximately 500 to 4,000 square feet. For further information, refer to Section F of Article III of the Declaration of Condominium attached hereto as Exhibit 3.

c. COMMON EXPENSES AND USE OF COMMON ELEMENTS

The Owners of each Unit will own an undivided interest in the Common Elements. The Common Elements shall be used exclusively by Purchasers of the Condominium and each Purchaser shall be obligated for a proportionate share of the Common Expenses. Generally speaking, the Common Elements consist of all parts of the Condominium Property not included in the Units, such as roads, parking areas, grassed areas, main entrances, and hallways. The Common Expenses include all expenses and assessments properly incurred by the Association for the Condominium which are to be shared by the Owners. Each Owner's percentage interest in the Common Expenses include all expenses and assessments properly incurred by the Association for the Condominium which are to be shared by the

Unit Owners. Each Owner's percentage interest in the Common Elements and percentage share of the Common Expenses will be shown in Schedule 2 of the Declaration of Condominium attached hereto as Exhibit 3.

PURCHASERS ARE HEREBY ON NOTICE AND SHOULD BE CLEARLY AWARE THAT EACH TIME DEVELOPER ELECTS, IN DEVELOPER'S SOLE AND UNFETTERED DISCRETION, TO MAKE AN ADDITIONAL PHASE PART OF THIS CONDOMINIUM PURSUANT TO THE PLAN, AN INCREASE IN THE TOTAL NUMBER OF UNITS IN THE CONDOMINIUM WILL CAUSE EACH OWNER'S PERCENTAGE SHARE OF UNDIVIDED INTEREST IN THE COMMON ELEMENTS TO DECREASE ACCORDINGLY.

As stated above, an increase in the total number of Units in the Condominium will cause each Owner's percentage share of undivided interest in the Common Elements to decrease. With each phase Developer elects to make part of this Condominium, Developer shall record an amendment to the Condominium Documents to reflect said change in each Owner's percentage share of undivided interest in Common Elements.

d. RECREATIONAL FACILITIES

THERE ARE NO RECREATIONAL FACILITIES INCLUDED AS PART OF THE COMMON ELEMENTS OF THIS CONDOMINIUM. HOWEVER, FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF THE PURCHASERS OR THE ASSOCIATION.

Developer reserves all rights to vary Developer's phasing plan, as to phase boundaries, plot plans and floor plans, Unit types, Unit sizes and Unit type mixes, numbers of Units, and facilities with respect to each subsequent phase. Developer, however, is under no obligation to expand or add any recreational or other type facilities whatsoever.

2. CLUB MEMBERSHIP OR RECREATIONAL LEASE, AS APPLICABLE

There are no leases for use of the Common Elements, nor is there any person, firm or entity, other than the Association (for maintenance purposes), reserving the right to collect any fee or other payment for the use of Common Elements. There are contemplated recreational leases and/or club memberships associated with this Resort Condominium plan for use of clubhouses, pools, and other recreational facilities, as described in the Master Declaration.

3. TERM OF THE PLAN

The interests being conveyed in the Resort Facility shall be in perpetuity. All of the covenants, agreements, and restrictions covering the Resort Facility, including the land use covenants and affirmative covenants to pay Common Expenses, shall run with and bind the land encumbered hereby in perpetuity and shall inure to the benefit of and be binding upon Developer, the Association and its members, their respective legal representatives, heirs, successors and assigns from the date the Declaration of Condominium is recorded. Notwithstanding the above, if seventy-five percent (75%) of all Unit Owners and all holders of liens and mortgages affecting any of the Condominium parcels execute and duly record an instrument terminating the Condominium Property, or if "Major Damage" occurs as defined in Article XII of the Declaration of Condominium attached hereto as Exhibit 3, said Condominium Property shall be deemed to be subject to termination and thereafter owned in common by the Unit Owners. No such

instrument shall be effective, however, unless made and recorded among the Public Records of Orange County, Florida, one (1) year in advance of the effective date of such termination. The undivided interest in the Condominium Property owned in common by each Unit Owner shall then become the percentage of the undivided interest previously owned by such Owner in the Common Elements upon termination of the condominium. For more information regarding the termination of the Resort Condominium plan, see Article XVI of the Declaration of Condominium attached hereto as Exhibit 3.

4. RESPONSIBLE ENTITIES

a. THE ENTITIES:

The rights and obligations inherent in the management of the Resort Facility is vested in WORLDQUEST RESORT CONDOMINIUM ASSOCIATION, INC. (the "Association"), a Florida not-for-profit corporation, organized pursuant to the provisions of Chapter 617, *Florida Statutes*. The address for the Association is 1085 West Morse Boulevard, Suite C, Winter Park, Florida 32789. The Association is responsible for the maintenance and operation of THE WORLDQUEST RESORT. The Association is also responsible for the operation, management, and maintenance of the Common Elements. The Resort Condominium plan provides that the Association may enter into a Management Agreement with a management company (the "Management Firm") in order to confer on another management entity, responsibility for management and operation of the Resort Facility and Common Elements. The Management Firm shall be a separate entity which may be affiliated with Developer.

The Association entered into a Management Agreement with WORLDQUEST RESORT RENTAL MANAGEMENT, LLC, to whom the Association will delegate its management responsibilities. The Association is controlled by Developer. Control of the Association shall be transferred to Owners, other than Developer, at such time as Developer in its sole discretion elects pursuant to Section H of Article XIX of the Declaration of Condominium attached hereto as Exhibit 3, or upon the occurrence of any of the enumerated milestones set forth in Section 718.301, *Florida Statutes*, whichever is earlier.

WORLDQUEST RESORT PARTNERS, L.L.C., a Florida limited liability company, is Developer of the Condominium and has four (4) years of experience in real estate development, all of which have included condominium development. The Chief Operating Officer of the Developer is Greg Lee. Mr. Lee has over fifteen (15) years of experience in real estate, ten (10) of which have been related to the field of condominium development.

The foregoing information regarding Developer is given solely to comply with Section 718.504(23), *Florida Statutes*, and is not intended to create or suggest any personal liability on the part of Developer.

Developer will control operation of the Association (and thus operation of the Condominium) until control of the Association has been transferred to the purchasers of the Units. See Section 718.301(1), *Florida Statutes*, and Article XIX of the Declaration of Condominium attached hereto as Exhibit 3.

DEVELOPER AND/OR THE ASSOCIATION, THROUGH ITS BOARD OF DIRECTORS, MAY ENTER INTO A MANAGEMENT AGREEMENT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH A MANAGEMENT FIRM.

Attached to this Prospectus as Exhibit 9 is a copy of the Management Agreement with WORLDQUEST RESORT RENTAL MANAGEMENT, LLC, a Florida limited liability company (the "Management Firm").

IT IS SPECIFICALLY RECOGNIZED THAT SOME OR ALL OF THE PERSONS COMPRISING THE ORIGINAL BOARD OF DIRECTORS OF DEVELOPER AND/OR THE ASSOCIATION ARE OR MAY BE STOCKHOLDERS, MEMBERS, MANAGERS, OFFICERS AND DIRECTORS OF THE MANAGEMENT FIRM.

Such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, or as possible grounds to invalidate the Management Agreement, in whole or in part.

b. JUDGMENTS AND PENDING LAWSUITS:

There are no judgments or pending suits against Developer or the Managing Entity which are material to the Resort Condominium plan.

5. RESORT/FACILITY SITE

a. DESCRIPTION OF COMMON ELEMENTS

The Common Elements that will be used only by unit owners of the Condominium includes the security gatehouse and parking spaces as more particularly described below.

The security gatehouse may, at Developer's sole and unfettered discretion, be made a part of a future Phase, if any, of the Condominium, the operating expense of which will be a common expense. The security gatehouse is approximately 19'8" x 13'4," and is located at the driveway entrance to the Condominium Property and accommodates a desk, telephone and two security guards.

There are approximately 170 parking spaces located throughout the Condominium Property, consisting of approximately 162 standard sized parking spaces and approximately 8 handicap sized parking spaces. Developer or the Association reserves the right to reclaim issued parking spaces in order to comply with any governmental regulations, including the Americans with Disabilities Act.

A minimum of \$0 will be expended to purchase personal property for the commonly used facilities.

Each room or other facility and the parking spaces are currently available for use by the Unit Owners in Phases 1-5. The parking spaces associated with each additional phase will be constructed within the phase specified above (if such phase is added). It is estimated each room or other facility and associated parking spaces will be available for use by the Unit Owners no later than the estimated latest date of completion of such phase as set forth above.

Developer may provide additional facilities not described above. The general locations and types of improvements or changes that may be made are as yet undetermined as is the approximate dollar amount expended, the maximum additional common expense or cost to the individual Unit Owners that may be charged during the first annual period of operation of the modified facility. For further information, see Article VII of the Declaration of Condominium, attached hereto as Exhibit 3.

b. RESTRICTIONS ON USE OF UNITS AND COMMON ELEMENTS

The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, reservations, all matters of record and the rights of the United States of America, the State of Florida or any government authority or agency as to any submerged lands and as to any lands lying below the natural ordinary high-water line of the surrounding bodies of water, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by Developer for the benefit of such persons as Developer designates, and Developer shall have the right to grant such easements and designate the beneficiaries for such time as it determines in its sole discretion, and, thereafter, the Association shall be empowered to grant such easements on behalf of its members.

Due to applicable zoning restrictions, there will be no school district or infrastructure established to provide for neighborhood schooling now or in the future. There are no government-provided educational services, or similar-type benefits of any kind, offered to owners at this condominium. Owners receive no rights to said services and will likely be unable to secure said rights in the future due to zoning restrictions appurtenant to the units and Condominium Property.

Purchasers are hereby on notice and should be clearly aware that each time Developer elects, in Developer's sole and unfettered discretion, to make an additional phase part of this Condominium, an increase in the total number of Units in the Condominium will cause each Owner's percentage share of undivided interest in the Common Elements to decrease accordingly.

Prospective owners are hereby on notice that no public educational services are to be offered in the area where this Condominium is situated.

Each of the Units shall be occupied only as vacation accommodations. Units may not be used as a primary residence. There are no government provided educational services in the area where this Condominium is situated. Use of all Units and the facilities of the Condominium by Unit Owners is limited solely to the personal residential use of Unit Owners, their guests, invitees, and lessees and for the residential uses by corporations and other entities owning such Units. Use of Units or the facilities of the Condominium by Unit Owners for commercial purposes or any purposes other than the personal use described in the Declaration of Condominium is expressly prohibited. "Commercial purpose" includes use by a Unit Owner that the Board of Directors, in its discretion, could reasonably conclude constitutes a commercial enterprise or practice; provided, however, that "commercial purpose" does not include rental of the Unit to a transient guest or residential tenant. Furthermore, the operation of portions or all of the Condominium Property as a hotel in accordance with Chapter 509, *Florida Statutes*, does not constitute a "commercial purpose." There are no restrictions regarding children occupying Units. These use rules do not apply to Developer. For further information, see Article XIII of the Declaration of Condominium attached hereto as Exhibit 3, Section 1 of the Rules and Regulations (attached hereto as Exhibit 17), and all other Exhibits attached to this Prospectus.

A Unit Owner or occupant shall not commit or permit any nuisance, nor any hazardous or illegal act, in his Unit or on the Common Elements, or permit or suffer anything to be done or to be kept in his Unit which will increase the insurance rates on his Unit or the Common Elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise. For further information, see Section B of Article XIII of the Declaration of Condominium attached hereto as Exhibit 3 and the Rules and Regulations attached hereto as Exhibit 17.

No occupant (regardless of the number of joint owners or occupants) of a Unit shall keep more than one (1) pet in any Unit or within the Common Elements, and no pet's weight shall exceed twenty-five (25) pounds. Permitted pets are limited solely to dogs, cats (or one other household pet as defined and specifically permitted by the Board of Directors) and fish and certain birds, provided said pet is kept, transported and walked (where appropriate) in accordance with the Condominium Documents. No pets may be kept, bred, or maintained for any commercial purpose and no wildlife may be kept, bred, or maintained within a Unit or within the Condominium Property. No tenant or other non-owner may keep any pets at all within the Unit.

A Unit Owner or Occupant shall not make or cause any alteration to the building or other Common Elements, nor do any act that will impair the structural soundness of the building, without first obtaining the prior written consent of the Board of Directors.

For these and other restrictions upon the use of Units and Common Elements, reference should be made to all Exhibits contained in this Prospectus, and particularly Articles XIII through XIX of the Declaration of Condominium attached hereto as Exhibit 3.

c. UTILITIES OF CERTAIN SERVICES

Utilities and certain other services will be furnished by the following:

(i) Electricity - Progress Energy. Each Unit is individually metered for electricity. Electrical service to the Common Elements of the Condominium will be supplied by a separate meter, the cost of which service will be a common expense of the Association.

(ii) Local Telephone Service and High-Speed Internet - Connexion Technologies (f/k/a Capitol Broadband). Each Unit is individually wired for telephone service and high-speed internet and the cost is a common expense of the Association. Separate telephone service for the Association will be a common expense of the Association.

(iii) Water Supply and Sewage Disposal - Orange County, Florida. Water and sewer service to the Units and the Common Elements of the Condominium will be supplied through one meter, the cost of which services will be a common expense of the Association.

(iv) Solid Waste Removal - Orange County, Florida. Solid waste removal for the entire Condominium Property will be a common expense of the Association.

(v) Storm Drainage - Condominium Association. Storm drainage is handled on-site by the Association.

(vi) Cable Television Service – Connexion Technologies (f/k/a Capitol Broadband). A central cable television system will be installed and the cost is a common expense of the Association.

d. INSURANCE

Insurance is or will be maintained on the Resort Facility and Common Elements by the Association. Coverage shall include all risk, property damage, flood, and personal injury insurance. All buildings shall be adequately covered to insure full replacement cost. The responsibility for maintaining all required insurance shall be that of the Association. Insurance policies will be maintained, naming

Developer, the Association, all Unit Owners and their mortgagees, as their interests may appear. Premiums for payments of such insurance shall be paid by the Association and charged as part of the maintenance fee. Insurance covering the replacement cost of all improvements located within each Unit will also be maintained by the Association.

e. LEASING OF UNITS

Leasing of Units is permitted, provided that every lease, be it oral or written, shall be deemed to require that the lessee thereof be governed by and comply with the provisions of the Declaration, the Bylaws, the Articles of Incorporation and any other applicable Rules and Regulations of the Association. For more information, see Section S of Article XIX of the Declaration of Condominium attached to this Prospectus as Exhibit 3.

f. LEASING OF DEVELOPER-OWNED UNITS

THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

Developer reserves the right to lease Units on an ongoing basis depending upon market conditions, upon such terms as Developer shall approve and as permitted by the Condominium Act and the rules promulgated thereunder. In the event any Unit is sold prior to the expiration of the term of a lease (which may occur during an indefinite period), title to such Unit (or Units) will be conveyed subject to the lease (or leases) and purchasers will succeed to the interests of the applicable lessor. If any Unit is sold subject to a lease, a copy of the executed lease will be attached to the agreement for sale in accordance with the terms of Section 718.503(1)(d), *Florida Statutes*. For further information, see Section W of Article XIX of the Declaration of Condominium attached to this Prospectus as Exhibit 3.

g. DISCLOSURES REGARDING REAL PROPERTY:

To the best knowledge, information and belief of Developer, there are no unusual and material circumstances, features and characteristics of the property other than as set forth in this Prospectus.

h. TRANSFER OF CONTROL OF THE ASSOCIATION

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

For a more complete description of Developer's right of control, please refer to Article XIX of the Declaration of Condominium attached to this Prospectus as Exhibit 3.

The Board of Directors designated by Developer will be replaced by Directors elected by Unit Owners other than Developer in accordance with the applicable provisions of Section 718.301, *Florida Statutes*, or earlier at the sole and unfettered discretion of Developer, pursuant to Section H of Article XIX of the Declaration of Condominium attached to this Prospectus as Exhibit 3.

6. BUDGETS, DUES AND FEES

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS

AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

a. ESTIMATED OPERATING BUDGET

Attached hereto as Exhibit 10 is the estimated operating budget for the Condominium Association. The estimated operating budget constitutes a summary of the mandatory financial obligations of the Association and of Unit Owners' responsibilities for payment of common expenses. Reference should be made to the notes to the estimated operating budget in reading and understanding the assumptions used in preparing the estimated operating budget. Developer believes the estimated operating budget is reliable, however, because expenditures may differ from estimated expenditures and because of possible changes in the future expenses of the Condominium, it is not intended, nor should it be considered as a representation, guaranty, or warranty of any kind whatsoever, including, without limitation, that the actual expenses for any period of operation may not vary from the expenses shown in the estimated operating budget or that the Association will not provide for additional reserves or other sums not reflected in the proposed estimated operating budget. The estimated operating budget does not constitute any warranty or guaranty as to the magnitude of assessments levied under Article XI of the Declaration of Condominium, after the termination of the guaranty period set forth in Sections M and R of Article XIX of the Declaration of Condominium, attached hereto as Exhibit 3.

The estimated operating budget is not limited, nor should it be considered all inclusive or as a representation, guaranty or warranty of any kind whatsoever of all expenses to be incurred as a result of Unit ownership. For example, the estimated operating budget does not include real estate taxes imposed on the Units, Unit Owner's insurance, or other utility services which are billed directly to the Owner and not through the Association.

Based upon the estimated operating budget, each Unit Owner shall be required to pay the annual sum of \$6720.74 for each Unit for the calendar year January 1, 2008 through December 31, 2008. The estimated operating budget for the Condominium shall include as an item of expense an assessment for management and maintenance of the Common Elements. Such assessment shall be determined by multiplying the total assessment for the use of the Common Elements by a fraction, the numerator of which shall be the total number of undivided interests in the Condominium and the denominator of which shall be the total number of undivided interests managed by the Association.

Pursuant to Chapter 718, *Florida Statutes*, Developer guarantees to each Owner of a Unit that through December 31, 2008, the total annual assessment for Common Expenses imposed on Owners of Units shall not exceed, exclusive of taxes, \$6720.74 per year or \$560.06 per month. In consideration of this guaranty, Developer is excused from the payment of its share of the Common Expenses which otherwise would have been assessed against its unsold Units in the Condominium during the term of the guaranty. Except as provided below, the actual amount of the Common Expenses to be paid by Developer will be equal to the amount necessary to pay the difference between the actual expenses less the sum of the regular periodic assessments collected from all Owners. As a consequence of this exemption, Developer shall pay any amount of Common Expenses incurred each estimated operating budget year which exceed regular periodic assessments, including guaranteed assessments collected from Owners for such estimated operating budget year, for so long as the guaranty remains in effect. However, any Common Expenses incurred during the guaranty period resulting from a natural disaster or an act of God, which are not covered by insurance proceeds from the insurance maintained by the Association, will be assessed against all Owners owning residential Units on the date of such natural disaster or act of God,

including Developer, provided that during any period of time Developer controls the Association pursuant to Section 718.301, *Florida Statutes*, the Association maintains all insurance coverages required by Section 718.111(1)(a), *Florida Statutes*. Developer shall have the right, but not the obligation, to unilaterally extend this guaranty for one or more periods of one (1) year each after the expiration of the guaranty period on December 31, 2008.

Attached as Exhibit 10 is the 2008 estimated operating budget assuming the construction of nine (9) phases with a total of 306 Units and an estimated operating budget contemplating the addition of all 24 phases. However, this estimated operating budget is a projection based upon Developer's present Plan, which may be changed. Accordingly, please refer to Section III 1(a) and (b) of this Prospectus indicating that Developer reserves the right to vary the phasing plan which includes the number of Units to be constructed, Unit sizes, types, mixes, as well as the configuration, dimensions, design, and style of buildings and Units. The estimated operating budget (Phases I through IX) set forth in Exhibit 10 assumes the construction of nine (9) buildings substantially the same as Phases 1 through 5 and, therefore, should Developer elect to change the number, style and dimensions of the buildings or Units, the estimated operating budget including future phases will vary accordingly.

b. ASSOCIATION RIGHT TO ALTER ESTIMATED OPERATING BUDGET

Pursuant to Article XI of the Declaration of Condominium attached hereto as Exhibit 3, the Association has the authority to alter or amend charges for which the Purchaser may be liable. This right includes the right of the Association to increase the estimated operating budget for the Resort Facility and Common Elements from year to year (unless otherwise guaranteed by Developer as set forth herein) and the right to make special assessments from time to time.

7. PURCHASE OF A CONDOMINIUM UNIT

a. PURCHASER'S RIGHT OF CANCELLATION

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE

DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

b. TOTAL FINANCIAL OBLIGATION OF THE PURCHASER

At the time of the closing of title, the purchaser will pay certain expenses relating to the purchaser's Unit which will be apportioned between Developer and the purchaser as of closing. These expenses are as follows: (i) a proposed charge for monthly maintenance assessments as set forth in the estimated operating budget attached hereto as Exhibit 10; (ii) an initial contribution to the working capital of the Association an amount equal to two (2) times the monthly assessment due the Association; (iii) real property taxes assessed against the Unit from the date of closing of the sale to the purchaser until the end of the year in which closing occurs, however, payments or credits for tax prorations will not be made until the actual tax bill is received by the Purchaser.

If Developer permits a closing to be rescheduled from the originally scheduled closing date at the request of a purchaser, such purchaser shall pay to Developer, at the time of rescheduling, a late closing charge in such amount as Developer may determine within its sole discretion. In addition, all closing prorations shall be made as of the originally scheduled closing date. Developer is not obligated to consent to any such delay.

In the event that any closing expenses described above are not fixed as to the dollar amount thereof, such dollar amount is, as of the effective date of this Prospectus, unknown.

In the event that the Purchaser finances any part of his purchase, the Purchaser will pay all of his lender's loan fees, charges, and closing costs, if applicable. Each lender will have its own requirements for qualification for a loan and will charge such fees and costs as it may deem appropriate. These charges may include, but are not limited to, the charges listed below:

- (1) Title search charges
- (2) Documentary Stamp Tax on the note and mortgage
- (3) Intangible Tax on the note and mortgage
- (4) Recording fees
- (5) Prepaid interest
- (6) Charge for credit report
- (7) Appraisal fee
- (8) Lender's fee for extending the loan to the borrower (commonly called "points")
- (9) Payment's into escrow accounts required by lender (customarily escrows for payment of real property taxes and insurance)
- (10) Premium for mortgage title insurance

- (11) Premium for private mortgage insurance (customarily required if the loan amount exceeds 80% of the gross purchase price)

The form of Condominium Unit Purchase Agreement attached hereto as Exhibit 13 may be modified in any manner in any particular case or cases without the consent of any other purchaser or Unit Owner. The modification of any such Condominium Unit Purchase Agreement or Condominium Unit Purchase Agreements shall not vest any purchaser or Unit Owner whose Condominium Unit Purchase Agreement was not so modified with any rights of any sort. The Developer's escrow agent is Baker & Hostetler LLP, 200 S. Orange Ave., Suite 2300, Orlando, Florida 32801, who will hold all escrow deposits in an escrow account until closing in accordance with the Purchaser Deposit Escrow Contract attached hereto as Exhibit 14.

Buyer shall pay all closing costs, which include without limitation, documentary stamp taxes on the special warranty deed and the cost of title insurance). Buyer understands that, in addition to the purchase price, Buyer must pay certain other fees or closing costs when Buyer accepts title at closing. These include:

(a) Loan fees, closing costs, prepayments, loan title insurance policy, and other expenses charged by any lender giving Buyer a mortgage, if applicable. The amount of this charge is now unknown.

(b) An initial contribution to the condominium owners' association ("**Association**") equal to the sum of two (2) times the regular monthly Association assessment for the Unit, as determined at the time of closing. This initial contribution will be used to create and fund a working capital fund for the Association, is not refundable after closing, is in addition to the Buyer's share of the then-current monthly assessment, and will not be applied as a credit against any assessments otherwise due and payable by Buyer. During the period of Developer's guaranty described in Section 6(a) of this Prospectus, none of the initial contribution funds described in this Section may be used for payment of Common Expenses.

(c) A reimbursement to Developer for any utility deposits or hook-up fees which Developer may have advanced prior to Closing for the Unit. The amount of this charge is now unknown.

(d) The late funding charges specified in Sections 4 and 11 of the Condominium Unit Purchase Agreement attached hereto as Exhibit 13, if applicable. The amount of this charge is now unknown.

Current expenses of the Unit (for example, taxes and governmental assessments and current monthly assessments of the Association) will be prorated between Buyer and Developer at closing as described in the closing statement. The amount of this proration is now unknown.

If real estate taxes for the year of closing are assessed in the aggregate on the Condominium Property rather than on a unit-by-unit basis, Developer will pay those taxes in full, but Buyer will reimburse Developer at closing for the Unit's allocable share, prorated through the scheduled date of closing, of those taxes (if the taxes are then known), or the Unit's allocable share (so prorated) of Developer's estimate of those taxes (if the taxes are not then known), subject to readjustment at Developer's or Buyer's request when the actual tax bill is known.

If taxes for the year of closing are assessed on a unit-by-unit basis, Buyer will be responsible for paying the tax bill on the Unit in full and Developer will reimburse Buyer for the prorata share of those taxes, based on the maximum discount available, determined as of the scheduled date of closing. Developer will

not be obligated to pay its share of those taxes to Buyer, however, until Buyer presents to Developer the actual tax bill for the Unit.

requested to execute the Acknowledgment of Representations attached hereto as Exhibit 20.

c. SALES COMMISSIONS

Developer will pay the sales commissions, if any, of the sales agents employed by Developer in connection with the sale of the Units. The purchaser will be responsible for the commission of any other broker or salesman with whom purchaser may have dealt, unless Developer otherwise agrees in writing.

d. GRANT OF EASEMENTS; RESERVATION OF EASEMENT AND RIGHTS

(1) Perpetual Non-Exclusive Easement to Common Elements and Public Ways.

The driveways, walks and other rights-of-way in the Resort Facility shall be and the same are hereby declared reserved to be subject to a perpetual non-exclusive easement over and across same for ingress and egress from the Common Elements and publicly dedicated ways in favor of Developer, the Association, the Managing Firm, the Owners and all of their family members, guests, licensees, lessees and invitees.

(2) Easements and Cross-Easements on Common Areas.

(i) Developer has granted an easement or easements on, upon, across, through and under the Common Elements (which easement may include reasonable rights of access for persons and equipment necessary to accomplish such purposes) to provide utility services, including, without limitation, power, electric, light, telephone, cable television, gas, water, sewer and drainage and any other utility or service upon or for the benefit of any part of the resort and facility, and to provide for the repair and maintenance of the equipment required to provide such utility services; provided, however, no such easement will be granted with respect to any portion of the Resort Facility whereupon a building or an improvement exists.

(ii) Developer has reserved the right to grant such easements over and upon the Common Elements in favor of Developer, the Association, the Managing Firm, and the Owners and all of their family members, guests, lessees, licensees and invitees and appropriate utility and other service corporations or companies and governmental entities for ingress and egress and to provide power, electric, sewer and sewage pumps, water, sprinkler system, sprinkler pumps and other utility services and lighting facilities, irrigation, drainage, television transmission facilities, security service and facilities in connection therewith and access to walks and publicly dedicated streets and the like and to provide for the repair and maintenance of the equipment necessary to provide such services and access to streets and roadways serving the Resort Facility which are beyond the boundaries thereof and the like as it deems to be in the best interests and necessary and proper for the Resort Facility.

(3) Easement for Encroachments.

All of the Resort Facility shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Resort Facility or improvements contiguous thereto, or caused by minor inaccuracies in building or rebuilding of such improvements. The above easements shall continue until such encroachments no longer exist.

(4) Reservation of Easement by Developer.

Developer reserves and shall have the right to enter into and transact in the Resort Facility and the Common Elements any business necessary to consummate the sale or lease of Units or real property in the Resort Facility or the construction or repair, maintenance or reconstruction of improvements in the Resort Facility, including the right to maintain models and a sales office, place signs, employ sales personnel, including the right to carry on construction or maintenance activities. Developer shall also have the right to transact any business necessary to consummate the sale or lease of other properties, whether real or personal, and whether or not affiliated with the Resort Facility, in any fashion. Developer further reserves the right to conduct an exclusive on-site resale program in the Resort Facility. The provisions hereof may not be suspended, superseded, or modified in any manner without an amendment to the Declaration consented to in writing by Developer. The rights of use and transaction of business set forth herein and any other rights reserved in the Declaration may be assigned in writing by Developer in whole or in part. All rights reserved hereunder by Developer shall be exclusive to Developer and its assigns. Notwithstanding any other provision, Developer may retain an ownership interest in a portion or of all the Common Elements in order to exercise its rights hereunder.

(5) Easement Over Retained Land.

Developer hereby grants to each Unit Owner within the Resort Facility a non-exclusive easement for ingress and egress over retained lands of Developer which are located either adjacent to or contiguous with the Resort Facility or the Common Elements for the purpose of pedestrian ingress and egress over and from the Resort Facility or Common Elements. This easement shall run in favor of each Owner, their guests, licensees, and invitees, and Developer, its successors or assigns. Such easement shall apply only with respect to unimproved portions of the retained land and shall not apply with respect to any improved portions of the retained land which are not included either as part of the Resort Facility or Common Elements.

e. STATUS OF TITLE UNDERLYING THE RESORT FACILITY

Title to the Resort Facility and title to the Common Elements is either owned by Developer or under contract to be purchased by Developer. Title to the property may be subject to a mortgage affecting the Resort Facility and other lands. However, any mortgage obtained shall contain a provision which authorizes the release of the several Units prior to the conveyance of the Unit. The Declaration of Condominium attached hereto as Exhibit 3 has been recorded in the Public Records of Orange County, Florida. The land is presently encumbered by restrictions, reservations, and covenants common to the subdivision which involve assessments for the infrastructure, improvements and maintenance of the subdivision (For further information, see the estimated operating budget contained in Exhibit 10, the Declaration of Servitude of Properties contained in Exhibit 12, and the Master Declaration contained in Exhibit 5). All persons, firms, or entities acquiring rights in the Resort Facility, subsequent to the date of such notice, shall be specifically subject to all terms, conditions, and provisions of the Resort Condominium plan relating to such Resort Facility. Other than as set forth above, there are no other liens, defects, judgments or other encumbrances affecting title to the Resort Facility.

f. RESTRICTIONS UPON RENTAL OR RESALE

THERE ARE RESTRICTIONS UPON THE SALE, LEASE, OR TRANSFER OF UNITS.

For a more complete description, please refer to Article XIII of the Declaration attached hereto as Exhibit 3.

Each Owner hereby grants to Developer or other licensed real estate broker designated by Developer ("Broker") the exclusive right, but not the obligation, to act as Owner's exclusive sales agent only during the period Developer is offering Units for sale in the ordinary course of business. If Broker has not waived its right in writing to act as exclusive sales agent for Owner, then Broker shall be entitled to a brokerage commission equal to the then prevailing rate for broker's commissions for Unit resales in Orange County, as determined by Broker from time to time. In the event of a resale of the Unit, Developer or Broker shall have the right to enforce this provision by injunctive proceedings in addition to any other remedies available to it, it being expressly agreed to by the parties that Developer or Broker has no adequate remedy at law for a breach of this provision. Notwithstanding anything contained herein to the contrary, Developer or Broker shall have no obligation to act as Owner's exclusive sales agent, and Developer and Broker shall have the right to exercise its rights hereunder in its sole and absolute discretion. Nothing contained herein shall be deemed to be a warranty or representation by either Developer or Broker that Developer or Broker currently operates a program pursuant to which it conducts resales or will conduct such a program in the future. Further, there is no assurance that Owner will be able to resell his Unit on terms acceptable to Owner whether or not Broker is acting as Owner's sales agent. This provision may not be amended without the consent of Developer. Without limiting the generality of Developer's right to amend pursuant to the Declaration of Condominium attached hereto as Exhibit 3, Developer specifically reserves the right to amend this Paragraph in order to set forth such additional terms and conditions as may be necessary to carry out the purposes hereof.

g. RIGHT OF FIRST REFUSAL

In the event any Owner wishes to sell or transfer his Unit, Developer or its assignee shall have the option to purchase said Unit, upon the same conditions as are offered by the Owner to a third person. Any attempt to sell said Unit without waiver of the right of first refusal by Developer shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser; provided however, any deed may be validated by subsequent approval by Developer in the event of a sale without prior approval as herein provided. However, each Owner shall have the right to choose Owner's own sales agent free of the appointment set forth in Section 7(f) above; provided only that the Owner offers his or her unit for sale at a time subsequent to the time that Developer is offering Units for sale in the ordinary course of business.

Should an Owner wish to sell or transfer his Unit, he shall deliver to Developer a written notice containing a copy of the executed purchase agreement between buyer and seller, which agreement shall be executed subject to Developer's waiver of its right of first refusal and consent to the sale or transfer. The Owner shall also submit to Developer, within five (5) days from receipt of any request by Developer, any supplemental information as may be required by Developer.

Developer, within twenty (20) days after receiving such notice and such supplemental information as is required by Developer, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the Owner's last known address (or mailed to the place designated by the Owner in his notice), designate Developer, or one or more persons, who are willing to purchase upon the same terms as those specified in the Owner's notice.

Developer or his stated designee shall have twenty (20) days from the date of the notice sent by Developer within which to make a binding offer to purchase upon the same terms and conditions specified in the Owner's notice, and the Owner shall close the transaction in accordance with the contract. Failure of Developer to designate such persons(s) or failure of such person(s) to make such binding offer within the said twenty (20) day period, shall be deemed consent by Developer to the transaction specified in the Owner's notice, and the Owner shall be free to make or accept the offer specified in his notice, and

sell said interest pursuant thereto to the prospective purchaser named therein in accordance with the agreement submitted to Developer.

In the event the sale or transfer to a third party is approved by Developer but is not ultimately consummated, the Owner may not sell or transfer his Unit without further complying with the terms and conditions of this section.

The consent of Developer shall be in proper recordable form and shall be delivered to the Owner. Should Developer fail to act, as herein set forth, and within the time provided herein, Developer shall, nevertheless, thereafter prepare and deliver its written approval in proper recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of Developer as herein set forth.

This provision may not be amended without the consent of Developer. Without limiting the generality of Developer's right to amend pursuant to the Declaration of Condominium, Developer specifically reserves the right to amend this Section 7(g) in order to set forth such additional terms and conditions as may be necessary to carry out the purposes hereof. For further information, see Article XIV of the Declaration of Condominium attached hereto as Exhibit 3.

h. MOLD AND MILDEW

Mold and Mildew develop from spores, which are in the air all around you. As soon as spores settle in an area with the right conditions for growth, they establish colonies, which are often visible to the naked eye. These colonies are a source of more spores, and cause unsightly stains, and may release low levels of toxic chemicals called mycotoxins into the air. When excessive moisture or water accumulates indoors, mold growth can and will occur, particularly if the moisture problem is not promptly addressed.

DISCLAIMER:

The Unit you are purchasing contains materials which contain or are affected by mold, mildew fungus, spores, and chemicals which may cause allergic or other bodily reactions. You may consult your physician to determine which mold, mildew, fungus, spores or chemicals may adversely affect you or members of your family. The construction products used in building your unit contain, among others, some of the following chemicals:

Water
Formaldehyde (found in carpeting and pressed wood products)
Arsenic (found in treated wood products)
Fiberglass (found in insulation products)
Petroleum and Petroleum Products (found in vinyl and plastic products)
Methylene Chloride (found in paint thinners)

If you are not comfortable with the fact that these chemicals or substances exist in some amount in the Unit you are purchasing, you should not purchase a Unit in this Condominium.

What you can do: You can take positive steps to reduce or eliminate the occurrence of mold and mildew growth in the Unit, and thereby minimize any possible adverse effects that may be caused by mold and mildew. These steps include, without limitation, the following:

- (1) Before bringing items into the Unit, check for signs of mold or mildew. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold or mildew growth.
- (2) Regular vacuuming and cleaning will help reduce mold and mildew levels. Soap or detergent and water; and most tile cleaners are effective in controlling or preventing mold and mildew growth.
- (3) Keep the humidity in the Unit low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
- (4) Promptly clean up spills, condensation, and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let pool water stand in the Unit. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
- (5) Inspect for leaks on a regular basis. Look for discoloration or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold and mildew growth. Take notice of musty odors, and any visible signs of mold or mildew.

WAIVER:

Whether you experience mold or mildew growth depends largely on how you manage and maintain the Unit. Developer's responsibility must be limited to things that it can control. Developer shall not be responsible for any damages caused by mold or mildew. Further, as Developer: (i) disclaims any liability for pre-conditions incidental or consequential damages including, without limitation, the inability to possess the Unit inconvenience, moving costs, hotel costs, storage costs, loss of time, lost of wages, lost opportunities, personal injury; and (ii) to the extent provided by law, disclaims any and all implied warranties.

LEAKS, WET FLOORING AND MOISTURE WILL CONTRIBUTE TO THE GROWTH OF MOLD, MILDEW, FUNGUS, OR SPORES. UNIT OWNER UNDERSTANDS AND AGREES THAT DEVELOPER IS NOT RESPONSIBLE, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR ANY ILLNESS OR ALLERGIC REACTIONS WHICH THE UNIT OWNER MAY EXPERIENCE AS A RESULT OF MOLD, MILDEW, FUNGUS, OR SPORES. IT IS THE UNIT OWNER'S RESPONSIBILITY TO KEEP THE UNIT CLEAN, DRY WELL-VENTILATED AND FREE OF CONTAMINATION.

DISCLAIMER OF WARRANTIES. EXCEPT ONLY FOR THOSE WARRANTIES PROVIDED IN SECTION 718.203, FLORIDA STATUTES (AND THEN ONLY TO THE EXTENT APPLICABLE AND NOT YET EXPIRED), TO THE MAXIMUM EXTENT LAWFUL DEVELOPER HEREBY DISCLAIMS ANY AND ALL AND EACH AND EVERY EXPRESS OR IMPLIED WARRANTIES, WHETHER ESTABLISHED

BY STATUTORY, COMMON CASE LAW OR OTHERWISE, AS TO THE DESIGN, CONSTRUCTION, SOUND AND/OR ODOR TRANSMISSION, FURNISHING, AND EQUIPPING OF THE CONDOMINIUM PROPERTY AND/OR THE COMMON AREAS, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, COMPLIANCE WITH PLANS, ALL WARRANTIES IMPOSED BY STATUTE (OTHER THAN THOSE IMPOSED BY SECTION 718.203, FLORIDA STATUTES AND THEN ONLY TO THE EXTENT APPLICABLE AND NOT YET EXPIRED) AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES OF ANY KIND OR CHARACTER. DEVELOPER HAS NOT GIVEN AND THE UNIT OWNER HAS NOT RELIED ON OR BARGAINED FOR ANY SUCH WARRANTIES. EACH UNIT OWNER, BY ACCEPTING A DEED TO A UNIT, OR OTHER CONVEYANCE THEREOF, SHALL BE DEEMED TO REPRESENT AND WARRANT TO DEVELOPER THAT IN DECIDING TO ACQUIRE THE UNIT, THE UNIT OWNER RELIED SOLELY ON SUCH UNIT OWNER'S INDEPENDENT INSPECTION OF THE UNIT, THE CONDOMINIUM, AND THE COMMON AREAS. THE UNIT OWNER HAS NOT RECEIVED NOR RELIED ON ANY WARRANTIES AND/OR REPRESENTATIONS FROM DEVELOPER OF ANY KIND, OTHER THAN AS EXPRESSLY PROVIDED HEREIN.

8. SERVICE, MAINTENANCE OR RECREATIONAL CONTRACTS OR LEASES THAT MAY BE CANCELED BY PURCHASERS

Presently, there are no service, maintenance or recreational contracts or leases that may be canceled by Purchasers, however, this shall not preclude Developer or the Association from entering into such contracts at a future time.

9. NAME OF THE PERSON WHO WILL OR MAY HAVE THE RIGHT TO ALTER, AMEND OR ADD TO THE CHARGES WHICH THE PURCHASER MAY BE SUBJECT AND THE TERMS AND CONDITIONS UNDER WHICH SUCH ALTERATIONS, AMENDMENTS OR ADDITIONS MAY BE IMPOSED

Developer, its successors, and assigns may have the right to alter, amend, or add to the charges to which Purchaser may be subject. Such right will exist if additional Common Elements are added pursuant to the terms of the Plan. The addition of additional Common Elements may increase a Purchaser's maintenance expenses. A Purchaser's expense may also be increased if property taxes increase pursuant to reoccurring appraisal and assessment of the property. For a more complete description of the terms under which Developer may alter, amend or add to the charges to which a Purchaser may be subject and the terms and conditions under which such alterations, amendments, or additions may be imposed, please refer to Articles XI of the Declaration of Condominium attached hereto as Exhibit 3.

10. AMENDMENTS TO THE RESORT CONDOMINIUM PLAN

a. So long as Developer has a right to appoint all officers and directors of the Board of Directors, as provided for in the Condominium Documents, any amendments may be made by Developer alone, which amendment shall be signed by Developer and need not be joined in by any other party, provided, however, that such amendment shall not materially and adversely affect any Owner's property

rights.

b. Except for a Developer's amendment, as provided for herein, or as otherwise provided in the Declaration of Condominium, the Plan may be amended only by the consent of a majority of all Owners of the Resort Facility. Except for an amendment made by Developer, or as otherwise provided in the Declaration of Condominium, no amendment of the Plan shall change the configuration or size of any Unit in any material fashion or materially alter or modify the appurtenances to such Unit, unless all of the record Unit Owners and all of the Institutional Mortgagees of record holding mortgages on said Units shall consent in writing thereto. Any such amendment shall be voted on at a special meeting of Unit Owners, and their consent thereto shall be evidenced by a certificate joined in and executed by said Owners and all affected Institutional Mortgagees and recorded in the same manner as an amendment provided under the Condominium Documents.

11. GENERAL PROVISIONS

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

b. Duration. The interests being conveyed in the Resort Facility shall be in perpetuity. All of the covenants, agreements, and restrictions covering the Resort Facility, including the land use covenants and affirmative covenants to pay Common Expenses, shall run with and bind the land encumbered hereby in perpetuity and shall inure to the benefit of and be binding upon Developer, the Association and its members, their respective legal representatives, heirs, successors and assigns from the date the Declaration of Condominium is recorded. Notwithstanding the above, if seventy-five percent (75%) of all Unit Owners and all holders of liens and mortgages affecting any of the Condominium parcels execute and duly record an instrument terminating the Condominium Property, or if "Major Damage" occurs as defined in Article XII of the Declaration of Condominium attached hereto as Exhibit 3, said property shall be deemed to be subject to termination and thereafter owned in common by the Unit Owners. No such instrument shall be effective, however, unless made and recorded among the Public Records of Orange County, Florida, one (1) year in advance of the effective date of such termination. The undivided interest in the property owned in common by each Unit Owner shall then become the percentage of the undivided interest previously owned by such Owner in the Common Elements upon termination of the condominium. For more information regarding the termination of the Resort Condominium plan, see Article XVI of the Declaration of Condominium attached hereto as Exhibit 3.

c. Plan of Ownership. Developer, the Association and the Owners and their grantees, successors or assigns by acceptance of their instrument of conveyance of a Unit all acknowledge that the Resort Facility has been developed under a common plan as set forth in the Declaration of Condominium attached hereto as Exhibit 3. Such parties further acknowledge that the easement rights, use covenants, and obligations to pay Common Expenses are an integral part of the common plan of development and are required to provide access to and from the various portions of the Resort Facility and publicly dedicated rights-of-way as well as the operation and maintenance of the Resort Facility.

d. Compliance with Regulations of Public Bodies. The Association shall, as a Common Expense, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, set-back requirements, drainage requirements and other similar requirements designed to protect the public.

e. Lawful Use of Land. The Association covenants and agrees that it will conform to and observe all ordinances, rules, laws and regulations of Orange County, State of Florida, and the United States of America and all public authorities and boards of officers relating to the Common Areas or improvements upon the same or use thereof and will not during such time permit the same to be used for any illegal or immoral purpose, business or occupation.

f. Fiduciary Obligations of Association. The officers and directors of the Association have a fiduciary relationship to the Owners and are obligated to fulfill the duties and functions set forth herein and to pursue with due diligence the remedies provided pursuant to the Condominium Documents and to enforce the covenants and restrictions herein contained.

g. Severability. Invalidation of any one of these covenants or restrictions or any of the terms and conditions herein contained or the reduction in time by reason of any rule against perpetuity shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

12. DEFINITIONS

The definitions set forth in the Declaration of Condominium attached hereto as Exhibit 3 shall be applicable to this Prospectus, unless otherwise specifically stated or unless the context would prohibit.

13. EFFECTIVE DATE

This Prospectus is effective _____, _____, 2008.