

**PROSPECTUS**

**FOR**

**PARADISE POINTE AT CHARLOTTE HARBOR, A CONDOMINIUM**

**THIS PROSPECTUS (OFFERING CIRCULAR) 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 THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.**

## SUMMARY

**THERE IS TO BE A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH PALMER PROPERTY MANAGEMENT.**

Upon obtaining the such contract this Prospectus will be amended to add a copy of the contract for management as an exhibit hereto.

**THE CONDOMINIUM IS BEING CREATED AND SOLD AS FEE SIMPLE INTERESTS.**

**RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION(S).**

Section 24 (page 49) of the Declaration describes in more detail the Developer's right to add or expand the recreational facilities.

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

This right to retain control is described in detail in Article IV (page 4) of the Bylaws of the Condominium Association attached as Exhibit "C" to the Declaration.

**PURCHASERS OF UNITS IN THE CONDOMINIUM WILL RECEIVE A FEE SIMPLE INTEREST THEREIN PLUS AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO.**

**THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.**

The provisions governing such restriction and control are set forth in Section 19 (page 43) of the Declaration.

**THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.**

The provisions governing such lien rights are set forth in Section 14 (page 28) of the Declaration.

## DEVELOPER DISCLOSURES

**THE PROPERTIES OR INTEREST DESCRIBED HEREIN ARE NOT REGISTERED WITH THE GOVERNMENTS OF ANY STATE OUTSIDE OF THE STATE OF FLORIDA. THIS ADVERTISEMENT DOES NOT CONSTITUTE AN OFFER TO ANY RESIDENTS OF NY, NJ, CT, ID, IL, OR ANY OTHER JURISDICTION WHERE PROHIBITED, UNLESS THE PROPERTY HAS BEEN REGISTERED OR EXEMPTIONS ARE AVAILABLE.**

**RENDERINGS AND GRAPHIC DEPICTIONS, INCLUDING OF VIEWS, ARE ARTISTS CONCEPTIONS AND ARE NOT TO BE RELIED ON. DIMENSIONS, SIZES AND LOCATIONS ARE APPROXIMATE. FOR MEASUREMENTS AND INFORMATION ON SIZES, REFER TO THE DECLARATION OF CONDOMINIUM AND ITS EXHIBITS. SIZES, VIEWS, PLANS, SPECIFICATIONS, AND PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

**FOR THE PRECISE UNIT BOUNDARIES, DO NOT RELY UPON DEPICTIONS OR MEASUREMENTS SET FORTH IN SALES MATERIALS, SEE THE DECLARATION AND THE CONDOMINIUM PLOT PLAN ATTACHED THERETO. PLEASE NOTE THAT THE UNIQUE WAY OF DEFINING THE BOUNDARIES IN A CONDOMINIUM ACTUALLY MAKES THE UNIT AND THE ACTUAL "UNIT AREA" APPEAR TO BE SMALLER THAN IT WOULD BE IF TYPICAL ARCHITECTURAL MEASURING TECHNIQUES WERE USED.**

**THIS CONTRACT IS VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS CONTRACT BY THE PURCHASER, AND RECEIPT BY PURCHASER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER UNDER SECTION 718.503, *FLORIDA STATUTES*. THIS CONTRACT IS ALSO VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'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 PURCHASER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. PURCHASER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE PURCHASER HAS RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.**

**FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE BUYER OR CONTAINED IN THIS OFFERING CIRCULAR WERE 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.**

**CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY (60) DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.**

**PURCHASER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT PURCHASER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**

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1. DESCRIPTION OF THE CONDOMINIUM:

A. Name and Location. PARADISE POINTE AT CHARLOTTE HARBOR, a Condominium (the “Condominium”) is located at 1425 / 1439 Park Beach Circle, Punta Gorda, Florida 33950. The Condominium has been or will be created pursuant to the terms, conditions and restrictions of the Declaration of Condominium for the Condominium, as the same may be amended from time to time (the “Declaration”). All terms used in this Prospectus have the same meaning as the identical terms utilized in the Declaration.

B. Description and Number of Units. The Condominium consists of the land and improvements constructed thereon, consisting of a single building with 4 levels (the “Building”). There are a total of thirty-nine (39) residential units in the Building (each, a “Unit”). The Units are located on levels 2-4 and a parking garage is on the 1<sup>st</sup> level.

Each Unit shall consist of the following: (1) the volumes of space enclosed by the unfinished inner surfaces of perimeter walls, floors, and ceilings as reflected on the Condominium drawings attached as Exhibit “A” to the Declaration (the “Condominium Plat”); (2) all interior dividing walls and partitions (including the space occupied by such interior walls and partitions) excepting load-bearing interior walls, shafts, and partitions; (3) the decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), ceilings and floors, including, but not limited to, wallpaper, paint, carpeting, tiles, and all other finishing materials affixed or installed as part of the physical structure of the Unit; (4) an undivided interest in the common elements and the common surplus; and (5) other appurtenances as provided in the Declaration or the Florida Condominium Act.

The number of units in the Building, each unit type that will be contained in the condominium, the number of bathrooms and bedrooms in each unit, the total number of units (minimum and maximum) that may be contained within the condominium, and the approximate square feet of each unit type, are as follows:

<b>Unit Type</b>	<b>Unit Description</b>	<b>Total Number of Units</b>	<b>Approximate Square Feet</b> <i>(does not include limited common element balcony &amp; storage space)</i>
A1	2 Bedrooms / 2.5 Bathrooms	3	1,642 square feet
A	2 Bedrooms / 2.5 Bathrooms	33	1,642 square feet
B	3 Bedrooms / 2.5 Bathrooms plus a Den	3	2,129 square feet

The number, types and sizes of units to be constructed as part of the Condominium, may be amended by the Developer. However, the above numbers and types of units are currently intended by the Developer.

The Condominium Plat and survey attached as Exhibit "A" to the Declaration show the legal descriptions and approximate locations of the Units and improvements proposed to be constructed. The location of the Building and Units therein shown on the proposed plat are approximate and will be established in the final Condominium Plat.

**For the precise unit boundaries, do not rely upon depictions or measurements set forth in sales materials, see the Declaration and the condominium plot plan attached thereto. Please note that the unique way of defining the boundaries in a condominium actually makes the unit and the actual "unit area" or square feet appear to be smaller than it would be if typical architectural measuring techniques were used.**

Subject to unforeseen delays beyond the control of the Developer, the estimated latest date of completion of constructing, finishing and equipping the Condominium is April 30, 2020. The date of completion of the units is an estimate only and is subject to sales performance or building delays.

2. GENERAL INFORMATION APPLYING TO THE CONDOMINIUM:

**THE CONDOMINIUM IS BEING CREATED AND SOLD AS FEE SIMPLE INTERESTS.**

**PURCHASERS OF UNITS IN THE CONDOMINIUM WILL RECEIVE A FEE SIMPLE INTEREST THEREIN PLUS AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO.**

The concept of condominium ownership means that a condominium unit owner acquires his condominium unit in fee simple together with an undivided interest in other areas of the offered condominium in which the condominium unit is located which are used or may be used in common by other condominium unit owners, and which constitute "Common Elements" (as such term is defined in the Declaration). All of the condominium unit owners become members of the Association, which is administered by the board of directors. The condominium unit owner owns his condominium unit in many ways similar to the manner in which a single-family homeowner owns his home. Any mortgage on a condominium unit is the responsibility of that condominium unit owner only and no other condominium unit. Further, each condominium unit is taxed as a separate unit for real estate tax purposes and a condominium unit owner will not be responsible if any of his neighbors fails to pay the taxes due on their condominium unit. Each condominium unit is conveyed to a condominium unit owner by separate deed.

**THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.**

Short term leasing is prohibited. The provisions governing such restriction and control are set forth in Section 19 (page 43) of the Declaration. No lease or rental of a Unit may be for a period of less than thirty (30) continuous days. No occupancy pursuant to a new lease will be



allowed until at least thirty (30) days have elapsed since the first day of the last lease. No Unit may be leased more than three (3) times in a calendar year. Subleasing is not allowed. Entire Units only may be rented, and no individual rooms may be rented, and no transient may be accommodated. All unit owners taking title to a Condominium Unit acknowledge receipt of the Condominium documents and accept their Unit subject to the terms, conditions, restrictions, obligations and other terms thereof and specifically acknowledge that a valid sale, conveyance, transfer or lease of the respective unit can only be made upon compliance with the conditions for approval and notice set forth in the Declaration.

The Developer has the right to conduct programs of short-term and long-term rentals of residential units it may own prior to selling such units. If the Developer elects to institute a program of leasing units rather than selling, or of selling units subject to leases, the Developer will be required to amend the provisions of this Prospectus.

**THE UNIT HAS NOT BEEN PREVIOUSLY OCCUPIED.**

3. THE ASSOCIATION:

Paradise Pointe at Charlotte Harbor Condominium Association, Inc., a Florida not-for-profit corporation (the "Association"), has been incorporated pursuant to the laws of the State of Florida. Copies of the Articles of Incorporation and Bylaws of the Association are attached as Exhibits "B" and "C", respectively, to the Declaration. The purpose of the Association is to provide an entity pursuant to the Florida Condominium Act for the operation of the Condominium. The powers of the Association are set forth in Article III (page 1) of the Articles of Incorporation. Such powers include the power to levy and enforce collection of assessments, to levy fines for violations by unit owners in accordance with Article VIII, Section 2 (page 10) of the Bylaws and the Florida Condominium Act, and to perform such other duties as are expressly or impliedly given to a condominium association by its articles of incorporation, by-laws, the Declaration of Condominium, and the laws of the State of Florida. All unit owners (including the Developer as to unsold units) shall automatically be members of the Association. The Board of Directors of the Association will initially consist of three Directors. The Developer currently has the right to appoint all of the Directors. Upon certain occurrences as provided by the Condominium Act in Section 718.301, the unit owners will be entitled to elect a majority of the Directors (known as "turnover"), at which time the Board of Directors will increase to five directors.

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

This retained right is discussed in Article IV, Section 2 (page 4) of the Bylaws of the Condominium Association attached as Exhibit "C" to the Declaration.

4. RESTRICTIONS ON USE AND OCCUPANCY:

A unit owner may use his unit as a single-family residence only. There are no restrictions regarding children. Unit Owners will be permitted to keep up to two (2) domesticated pets; "wolf hybrids," Akita, Chow Chows, Rottweiler, German Shepherds, Staffordshire Terriers, Presa

Canarios, Doberman Pinschers, Mastiffs, Cane-Corsos, Great Danes, Alaskan Malamutes, and Siberian Huskies, or other dogs exhibiting aggressive behavior, are prohibited on any portion of the Condominium. Flooring materials inside units are restricted for sound transmission purposes; bare concrete floors are not allowed. Oversized vehicles or vehicles used primarily for commercial purposes may not be kept at the Condominium. Additional regulations regarding pets, parking, use, and occupancy are contained in Section 18 of the Declaration (pages 38 through 43). The use and occupancy of each Unit and the Common Elements of the Condominium are also regulated by the terms and provisions of any rules and regulations of the Condominium, as the same may be adopted, amended and rescinded by the Board of Directors of the Association from time to time. All of the rules contained the governing documents pertaining to use and occupancy should be read and understood by each prospective purchaser.

5. UTILITIES AND OTHER SERVICES for each Unit and the Common Elements:

- A. Electricity is provided by Florida Power & Light.
- B. Water and sewer are provided by the City of Punta Gorda.
- C. Communications services, including cable, telephone and internet, for each Condominium unit: Unit Owners may contract with the cable/communications provider of their choice. Communications services providers who serve the area are regularly expanding. Examples of area providers include Comcast/Xfinity and CenturyLink.
- D. Garbage disposal is provided by the City of Punta Gorda.
- E. Storm drainage is provided and maintained by City of Punta Gorda, and to the extent that portions of the surface water management system is located on the Common Elements, by the Association.

6. SHARE OF COMMON ELEMENTS:

The undivided share of the common expenses, Common Elements and common surplus attributable to each Condominium unit shall be computed as follows:

- A. Upon recordation of the Declaration, each unit shall have attributable thereto an undivided share in the common expenses and ownership of the common elements and the common surplus as set forth on Exhibit "D" to the Declaration, which is equal to a fraction, the numerator of which is one (1), and the denominator of which is thirty-nine (39), which is the total number of Units in the Condominium.

7. DESCRIPTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS:

Included as Common Elements available for use by the Unit owners are the following:

- A. The portions of the Condominium property (including land and improvements) that are not within the unit boundaries;

B. The property and installations for furnishing utility services to more than one (1) Unit or to the Common Elements;

C. The tangible personal property required for maintenance and operation of the Condominium;

D. The recreational facilities as shown on the Condominium Plat; and

E. Such other property as may be provided for in the Declaration. Pursuant to the Declaration, although drywall is not contained within the unit boundary and is a common element, drywall is the responsibility of the unit owner to maintain; it is not the responsibility of the Association (see Declaration Sections 3.2.3, page 6, and 8.2, page 17).

“Limited Common Elements” shall include any individual parking space assigned to a Unit by the Developer, the balcony or terrace attached to a Unit, the air conditioning equipment serving a Unit, and any other items as described in the Declaration or as shown on the Condominium Plat as Limited Common Elements.

#### 8. ESTIMATED OPERATING BUDGET AND SCHEDULE OF UNIT OWNER’S EXPENSES:

An estimated operating budget for the fiscal year ending December 31, 2020, for the Association is attached as Exhibit “B” to this Prospectus. The Association fees by unit type incorporated as a part of such budget, is an estimate of the expenses of a unit owner for the same period, which are provided for or contemplated by the condominium documents, with the exception of any special assessments which are unforeseen and not anticipated. The monetary amount contained in the budget and level of assessments in subsequent years may increase. The Developer will be in control of the Association during the period of operation for which this budget has been rendered.

Notwithstanding anything to the contrary contained within this Document, the Developer will not be obligated to pay the share of common expenses and Assessments attributable to the Units owned by the Developer during the “guarantee period,” which is more particularly described in Section 14.1 of the Declaration (page 28) and may be extended. During the guarantee period, the Developer guarantees that the monthly common expenses and assessments levied upon each Unit (regardless of unit type) will not exceed \$400 per unit, per month, subject to increase each year by no more than 15% should the Developer opt to extend the guarantee period.

The Declaration requires that the budget of the Association contain reserve funds for capital expenditures and deferred maintenance based on estimated remaining useful life and estimated replacement cost of each reserved item. Accordingly, the Developer has provided a reserve for certain items as set forth in the budget attached hereto. However, pursuant to Section 718.112(2)(f)2.b., Florida Statutes, in either or both of the first two (2) fiscal years of operation of the Association, the Developer may vote the voting interests allocated to its units in favor of waiving the requirement for reserves subject to the limitations set forth in the statute. Beginning with the third fiscal year of the Association, in order for a waiver of the reserves to be effective pursuant to Florida law, a majority vote of the unit owners present in person or by proxy at a

duly-called meeting of the Association excluding the Developer's votes if the Association has not been turned over to the unit owners is required. After turnover, the Developer may again vote its interest to waive or reduce reserves.

9. LIEN RIGHTS:

**THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.**

The provisions governing such lien rights are set forth in Section 14 (page 28) of the Declaration.

10. UNIT PURCHASER'S CLOSING EXPENSES:

The actual closing expenses to be paid by the purchaser of a unit in the Condominium to which this Prospectus (Offering Circular) applies will vary in relation to the purchase price of the particular unit purchased. All closing expenses, with the exception of the cost of the preparation and recordation of corrective title instruments, are paid by the purchaser. A schedule of such typical expenses to be paid by a purchaser at closing is as follows:

1. Fee for recording the deed equal to \$10.00 for the first page and \$8.50 per page thereafter.
2. Proration of monthly association assessments and taxes for current year.
3. A closing fee and/or escrow fee.
4. Documentary stamp taxes on the deed and recording fees on the deed.
5. Municipal lien search fees and association estoppel fees.
6. If a mortgage is obtained by purchaser, there are several costs that may apply to the loan closing, including, but not limited to, the following items: appraisal fee; credit report; documentary stamps on promissory note; mortgagee title insurance and applicable endorsement premiums; an additional loan closing fee; prepayment of taxes and insurance for escrow accounts; recording fees on the mortgage; intangible tax on mortgage; service origination fee points and/or loan discount fees; hazard insurance; and lender's attorney's fees.
7. Any other costs not paid by the Developer.

11. PROPOSED RECREATIONAL FACILITIES:

The maximum number of Units that will use facilities in common with the Condominium is thirty-nine (39) Units. A description of such commonly used recreational facilities and amenities that are committed to be built is as follows:

A description of the recreational and other commonly used facilities that will be used only by Unit Owners of the Condominium is as follows: a covered pool cabana, a pool and pool deck, and a common barbecue grill. The swimming pool shall be approximately 25 feet by 55 feet; 22,900 gallons, with a depth ranging from three (3) feet to five (5) feet, and shall be heated, and shall have the capacity for twenty (20) people. The pool deck will be approximately 2,334 square feet and will have the capacity for ninety-four (94) people. The spa will be approximately 1,300 gallons, approximately 10 feet in diameter and will have the capacity for eight (8) people.

In connection with the above recreational facilities, the Developer is committing to furnish pool furniture. The minimum amount of expenditure that will be made to purchase the above-described personal property by the Developer is Five Thousand Dollars (\$5,000.00).

**RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION.**

The Developer reserves the right to add additional recreational facilities to the Condominium, but shall be under no obligation to do so. Section 24 (page 51) of the Declaration describes in more detail the Developer's right to add or expand the recreational facilities.

12. MANAGEMENT OF THE CONDOMINIUM:

**THERE IS TO BE A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH PALMER PROPERTY MANAGEMENT.**

The management company is undetermined. When a contract for management is obtained, this Prospectus will be amended to include the management contract as an exhibit. The estimated operated budget attached hereto contains a line item for management fees of \$3,600 per year for anticipated management related expenses.

13. IDENTITY OF DEVELOPER:

The Developer of the Condominium, AAA INNOVATION, LLC, a Florida limited liability company, is the owner of the real property described in the Declaration. AAA INNOVATION, LLC was formed for the purpose of developing PARADISE POINTE AT CHARLOTTE HARBOR, a Condominium. AAA INNOVATION, LLC has not developed any other condominiums. The principal of AAA INNOVATION, LLC directing the creation and sale of the Condominium is Prashant S. Patel. Mr. Patel is a Charlotte County resident, who has experience in real estate and hotel development in Charlotte County over the last ten years.

14. INSURANCE:

The Association is required to purchase casualty insurance for the Condominium Building in which your Unit is or will be located and liability insurance for injury to persons or property. However, the Association's casualty insurance will not include coverage for your personal property, floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit, or

personal liability which you may have for personal injury or property damage caused by you or in your unit. Insurance for items not included within the Association's casualty and liability policies is your responsibility. The Association's and your insurance responsibilities are further set forth in Section 718.111(11) of the Condominium Act.

Purchasers may also be required to purchase flood insurance to protect their unit if, for example, such insurance is required by their mortgagees. Purchasers should refer to Sections 15 and 16 (pages 32-36) of the Declaration for information pertaining to the purchasing of flood insurance and the use of any flood insurance proceeds to rebuild or repair the unit if damaged by flood.

15. CAVEAT REGARDING EXPRESS WARRANTIES:

There are no express warranties provided by Developer unless the Developer states them in writing. The sole warranties Developer will provide to unit purchasers are those stated in the Purchase Agreement attached to the Prospectus as Exhibit "C".

Statutory warranties granted by the Developer and the contractor, subcontractors and suppliers of the Condominium are set forth in Section 718.203 of the Condominium Act.