

(d) pay to the Vacation Plan Owner entitled to use the Unit during such wrongful occupancy, as liquidated damages, a sum equal to two hundred percent (200%) of the fair rental value per day of the Unit for each day or portion thereof, including the day of surrender, during which the Detaining Owner prevents occupancy of the Unit. "Fair rental value" for a Unit shall be based upon the costs of renting comparable accommodations located in the vicinity of the Project. Each Purchaser and Vacation Plan Owner agrees that, in the event of a failure to vacate by him or her, damages would be impracticable or extremely difficult to ascertain and that the measure of liquidated damages provided for herein constitutes fair compensation to those who are deprived of occupancy. If a Purchaser or Vacation Plan Owner, by his or her intentional or negligent act, renders a Unit uninhabitable for successive Use Period(s), such Purchaser or Vacation Plan Owner shall be liable to the Purchaser(s) or Vacation Plan Owner(s) entitled to use the Unit during successive Use Period(s) just as if such Purchaser or Vacation Plan Owner had refused to vacate the Unit at the end of his or her Use Period. For the purposes of this Section, the act or negligence of a guest [excluding any person occupying through an exchange program], or any member of the Purchaser's or Vacation Plan Owner's family shall be deemed to be the act of such Purchaser or Vacation Plan Owner.

3.8 Use Restrictions. Any of the use restrictions for the Project set forth in the Master Declaration shall apply to the Vacation Plan Units, and each Vacation Plan Owner shall comply with and hold his or her Vacation Plan subject to the provisions of the Master Declaration. Unless the then effective Club Rules shall otherwise provide, a Vacation Plan Unit shall not be occupied by more than four (4) persons. In any event, the Amendment to Declaration of Horizontal Property Regime provides for a lesser number of occupants (no more than 2 persons for each bedroom included in a unit) and this will control if the occupants are not members of the immediate family of guests. No Vacation Plan Owner shall paint, repaint, tile, paper, or otherwise refinish or redecorate the inner surfaces of the walls, ceilings, floors, windows, or doors bounding any Unit which such Vacation Plan Owner may from time to time occupy, or remove, alter, or replace any portion of the Common Furnishings without the prior written consent of the Club; the right to perform all of the foregoing acts has been delegated to the Club by this Declaration. The foregoing prohibitions, however, shall not modify or affect the obligation of each Vacation Plan Owner for the prudent care and ordinary maintenance and upkeep of all property subject to his or her use. No animals, livestock, birds, fish, poultry, dogs, cats, or household pets of any kind shall be allowed or kept in or upon any Unit.

3.9 Temporary Use by Declarant. Declarant and its agents, employees, and independent contractors shall, during all times not included in any Use Period, have the right, for a five (5) year period following the Starting Date, to use each Vacation Plan Unit for the following purposes, in addition to those purposes elsewhere in this Declaration authorized:

- (a) Maintaining model units; and
- (b) The showing of Units.

3.10 Rental of Units by Declarant. Units which are not Vacation Plan Units are not subject to this Declaration even though described in this Declaration or annexed hereto; accordingly, since Units which are not Vacation Plan Units are not subject to any restriction contained in this Declaration, Declarant has the right and intends among other things to rent the same to members of the general public. Declarant shall also have the right and may rent unsold Vacation Plans in Vacation Plan Units to the general public, to Purchasers and to Vacation Plan Owners. Any rentals received by Declarant shall inure to the benefit of Declarant. Notwithstanding the foregoing provisions of this Section 3.10, in the event Declarant (a) becomes in excess of sixty (60) days delinquent with respect to any Assessment owed by it under the provisions of this Declaration and (b) thereafter fails to pay any such