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**DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
RIVER HALL COUNTRY CLUB**

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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
RIVER HALL COUNTRY CLUB**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made by HAWK'S HAVEN GOLF COURSE COMMUNITY DEVELOPERS, LLC, a Delaware limited liability company ("Developer"), as of this 11th day of August, 2005, and is joined in by RIVER HALL COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association"), and the RIVER HALL COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of local government established pursuant to Florida Statutes ("CDD").

ARTICLE I

INTRODUCTION AND DEFINITIONS

1. Introduction.

a. Developer is the owner of the real property located in Lee County, Florida, as more particularly described on Exhibit A attached hereto.

b. Developer hereby restricts the use of the Property and declares that the Property and all portions thereof (except to the extent specifically exempted herein) and all additions made in accordance with this Declaration, shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of this Declaration, which Developer is imposing for the benefit of all owners of the Property or portions thereof for the purpose and with the intent of preserving the value and maintaining the desirability of the Property.

c. Every Person acquiring title to any portion of the Property shall be deemed to have agreed to all of the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its obligations.

2. Definitions. Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Legal Documents shall have the following meanings:

a. "ACOE" means the U.S. Army Corps of Engineers.

b. "Additional Property" means those lands, together with any improvements thereon, which are made subject to this Declaration by annexation pursuant to Article II hereof.

c. "Amenities Association" shall have the meaning set forth in Article III, Section 11.

d. “Amenities Center” means that recreation center established by Developer as an independent recreation center for the benefit of residents within the Project and other portions of the Development as provided in that certain Declaration of Covenants and Restrictions for Town Hall Amenities Center recorded or to be recorded in the Public Records.

e. “Amenities Center Documents” means the declaration, articles of incorporation, bylaws and rules and regulations of the Amenities Association and the Amenities Center, as amended from time to time.

f. “Annual Maintenance Assessment” means the Association’s annual maintenance assessment for each Lot as determined in accordance with the provisions of this Declaration.

g. “Assessments” means, severally and collectively, all assessments imposed by the terms of this Declaration.

h. “Association” means River Hall Country Club Homeowners Association, Inc., a Florida not-for-profit corporation, organized and operated pursuant to Chapters 617 and 720, Florida Statutes, its successors and assigns.

i. “Board” means the Association's Board of Directors.

j. “Builder” means any Person designated as such by Developer who purchases Lots within the Project for the purpose of constructing Residential Units thereon for sale to Lot Owners. Builders are not automatically successors or assigns of Developers.

k. “CDD” means the River Hall Community Development District, a special purpose unit of local government established pursuant to Florida Statutes.

l. “Club Facilities” means the portion of the Common Areas comprising the golf club, golf course and associated facilities established by Developer or its affiliate within the Project, together with all equipment associated therewith, to be owned, leased and/or operated by the Association or intended by Developer to be owned, leased and/or operated by the Association, as the same may be modified from time to time. Developer, by Plat or Supplemental Declaration, may, but shall not be required to, designate portions of the Property as the Club Facilities. No portion of the Common Areas shall be deemed to constitute the Club Facilities unless so designated by Developer. The Club Facilities will include, at a minimum, a golf course with eighteen (18) holes when 800 homes have been constructed within the Project, increased to twenty-seven (27) holes when 1,300 homes have been constructed within the Project.

m. “Club Facilities Assessments” means and refers to the Assessments levied pursuant to Article IX, Section 4 of this Declaration.

n. “Club Facilities Expenses” means the actual and estimated expenses of operating and maintaining, in working order, the Club Facilities, including, without limitation, salaries, benefits, costs of goods sold, supplies, insurance, taxes, leases and management fees associated therewith. Club Facilities Expenses shall not include capital replacements, capital repairs, capital additions, capital reserves, uninsured casualty losses, depreciation and amortization or taxes payable upon capital reserve contributions, if any.

o. “Club Facilities Management Agreement” means the management agreement, if any, as amended from time to time, between Developer and the Association pursuant to which the Developer will manage the operation of the Club Facilities for the Association. Any Club Facilities Management Agreement entered into will be filed in the official corporate records of the Association.

p. “Club Facilities Revenues” means the actual and estimated Club Facilities Assessments, dues and all user fees, food and beverage sales income, rental income, interest and other revenues of the Club Facilities. Club Facilities Revenues shall not include contributions, if any, made to any capital reserve.

q. “Common Areas” means all real property or any interest in real property from time to time owned by the Association or designated for ownership by the Association for the common use and enjoyment of all Lot Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements. Common Areas shall include all roads, roadways, rights-of-way and community parks in the Property.

r. “Common Maintenance Areas” means all property from time to time designated by this Declaration or by the Developer as a maintenance responsibility of the Association for the benefit of all Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon. Common Maintenance Areas may or may not be owned by the Association and may or may not be located within the Property. Common Maintenance Areas may include lands owned or controlled by the CDD or other governmental entities.

s. “Conservation Areas” means those portions of the Property designated as conservation or preservation areas on any Plat, which areas may include, without limitation, certain jurisdictional wetlands, and developable uplands which have been restricted to be used to promote habitat conservation and preservation and to protect environmental resources within the Project in accordance with, and subject to the terms of the Conservation Easements which set forth the permitted uses of those areas. Developer intends for the Conservation Areas to be owned and maintained by the CDD. To the extent that any Conservation Areas are owned or maintained by the Association, such Conservation Areas shall be deemed to be Common Areas or Common Maintenance Areas, respectively, as applicable.

t. “Conservation Easements” means that certain Conservation Easement in favor of Lee County, Florida, recorded in O.R. Book 3492, Page 568, and that certain Conservation Easement in favor of The Florida Fish and Wildlife Conservation Commission, recorded in O.R. Book 3504, Page 3311, each of the Public Records, and any other conservation easements or amendments or supplements thereto entered into from time to time relative to the Development.

u. “Declaration” means this Declaration of Covenants and Restrictions, together with any amendments and supplements hereto.

v. “Design Review Committee” means the committee established under Article X hereof to review and approve or deny modifications, alterations, renovations or reconstruction of the exterior of Residential Units or Lots.

w. “Design Review Manual” means the Design Review Manual for River Hall, as may be subsequently amended or supplemented, from time to time, which is hereby incorporated herein by this reference.

x. “Developer” means Hawk's Haven Golf Course Community Developers, LLC, a Delaware limited liability company, whose address is 2202 North West Shore Blvd., Suite 125, Tampa, Florida 33607, its successors and assigns to whom the rights of the Developer hereunder are specifically assigned, in whole or in part. Developer may assign all or a portion of such rights in one or more assignments. In the event of a partial assignment, the assignee shall not be deemed the Developer unless expressly stated in the assignment, but may exercise such rights of Developer as are specifically assigned to it. Any assignment may be made on a non-exclusive basis.

y. “Development” means the residential and recreational development as described in the Zoning Resolution, as may be expanded from time to time, of which the Project is a part.

z. “Exclusive Common Area” means any portion of the Common Area which by Plat, Neighborhood Supplement or recorded instrument of conveyance, is for the sole benefit and use of Owners within a Neighborhood designated by such Plat, Neighborhood Supplement or instrument of conveyance. Notwithstanding anything to the contrary set forth in this Declaration, by way of definition or other provision, no Owners other than the Owners within the applicable Neighborhood shall have any rights or obligations with respect to any Exclusive Common Area of such Neighborhood. No Common Area located within a Neighborhood will be deemed an “Exclusive Common Area” unless so designated on the Plat or in the applicable Neighborhood Supplement.

aa. “Improvement Reserve Assessment” shall have the meaning set forth in Article IX, Section 7 hereof.

bb. “Initial Capital Assessment” shall have the meaning set forth in Article IX, Section 6 hereof.

cc. "Law" means any statute, ordinance, rule, regulation, or order adopted or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof, from time to time applicable to the Property or to any and all activities on or about the Property.

dd. "Legal Documents" collectively means this Declaration, the Association's Articles of Incorporation (the "Articles") and the Association's Bylaws (the "Bylaws"), as the same may be amended from time to time. A copy of the initial Articles is attached as Exhibit "B" to this Declaration, and a copy of the initial Bylaws is attached as Exhibit "C" to this Declaration. The Articles and Bylaws may be amended as provided in such documents and it shall not be necessary to amend this Declaration in order to amend the Articles or Bylaws.

ee. "Lot" means any plot of land shown on any recorded subdivision plat of the Property or portions thereof, which is intended as a building site for a Residential Unit, whether attached, detached, patio or zero lot line, or condominium unit. The term "Lot" shall be deemed to include the land or undivided interest in the land, and the Residential Unit constructed thereon, as the context may require. In the case of a condominium or other structure which contains multiple dwellings, each dwelling shall be deemed to be a separate Lot for applicable purposes under this Declaration. In the case of a parcel of vacant land or land upon which improvements are under construction, the parcel shall be deemed to contain the number of Lots designated for such parcel on the then current Master Plan until such time as a certificate of occupancy is issued on the parcel by the local governmental entity having jurisdiction, after which the portion designated in the certificate of occupancy shall constitute a separate Lot or Lots and the number of Lots on the remaining land, if any, shall continue to be determined in accordance with this paragraph. At such time as a certificate of occupancy has been issued for all Lots to be constructed on a parcel of land, any Lots contained within the then current Master Plan which exceed the actual number of Lots completed shall revert to Developer to be assigned to other vacant parcels of land.

ff. "Master Plan" means the conceptual plan for the development of the Project as determined by the Developer from time to time. All references to the Master Plan shall be references to the latest revisions thereof.

gg. "Members" means the members of the Association as defined and described in Article VI of this Declaration and in the Articles.

hh. "Mortgage" means any mortgage, deed of trust, or other instrument validly transferring any interest in any Lot, or creating a lien on any Lot, in either case as security for performance of an obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of Law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

ii. “Mortgagee” means the Person(s) named as the obligee under any First Mortgage, or the successor in interest to any such Person, including the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Authority and similar guarantors or insurers of First Mortgages.

jj. “Neighborhood” means each portion of the Property in which Owners may have common interests other than those common to all Members. Where the context permits or requires, the term “Neighborhood” shall also refer to any Neighborhood Association having jurisdiction over the portion of the Property within the Neighborhood. Neighborhoods may be designated by Plat, Neighborhood Supplement or Neighborhood Documents.

kk. “Neighborhood Assessments” means Assessments levied against Lots in a particular Neighborhood benefiting from a service, amenity or improvement provided by the Association, the purpose of which is to fund all costs incurred by the Association in connection with the operation, maintenance and replacement thereof.

ll. “Neighborhood Association” means any homeowner or condominium association that may be formed within a particular Neighborhood to govern the business affairs and any property within that Neighborhood.

mm. “Neighborhood Documents” means the declaration of covenants, conditions and restrictions or declaration of condominium, and the articles of incorporation and bylaws of a Neighborhood Association and any other documents governing a Neighborhood, and any and all budgets of such Neighborhood Association, all as may be adopted and amended from time to time.

nn. “Neighborhood Supplement” means a Supplemental Declaration designating a Neighborhood, establishing Neighborhood Assessments, and/or adding or deleting covenants, conditions, restrictions and easements for a Neighborhood.

oo. “Open Space” means any area designated on any Plat as open space, preserve area, lakes or Conservation Areas, in compliance with the Zoning Resolution and the Law.

pp. “Owner” or “Lot Owner” means the record owner, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but excluding contract buyers, any Person holding such fee simple title merely as security for the performance of an obligation, the Association, the CDD, and governmental authorities and utility companies that have received dedications or conveyances of rights-of-way, easements or utility sites. Developer is an Owner as to all portions of the Property owned by Developer. A Builder is an Owner as to any Lots owned by such Builder.

qq. “Permanent Club Licenses” shall have the meaning set forth in Article III, Section 10 hereof.

rr. “Person” means any natural person or entity having legal capacity.

ss. “Plat” means any subdivision or condominium plat of any portion of the Property recorded in the Public Records, and the recorded plat of any Additional Property made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.

tt. “Project” means that portion of the Development to be developed on the Property and any Additional Property annexed hereto, from time to time, as may be expanded from time to time.

uu. “Property” means the real property located in Lee County, Florida, described in Exhibit "A" attached to this Declaration, together with any Additional Property hereafter annexed to this Declaration pursuant to Article II hereof, which shall constitute “Property” upon annexation thereof.

vv. “Public Records” means the public records of Lee County, Florida.

ww. “Regulations” means any rules and regulations, as amended and supplemented from time to time, regarding the use of the Property duly adopted by the Association in accordance with the Legal Documents.

xx. “Residential Unit” means any improvements on a Lot intended for use as a single-family residential dwelling unit, including, without limitation, any single-family attached or detached dwelling, or condominium unit. Improvements shall constitute a Residential Unit at such time as construction of the improvement is sufficiently completed to receive a certificate of occupancy from the applicable governmental authorities.

yy. “Services Assessments” shall have the meaning set forth in Article IX, Section 5 hereof.

zz. “SFWMD Permits” means all South Florida Water Management District Permits applicable to the Property, as may be amended or modified from time to time, including, without limitation, Environmental Resource Permit No. 36-04006-P.

aaa. “Supplemental Declaration” means any instrument which extends the effect of this Declaration to Additional Property pursuant to Article II hereof.

bbb. “Surface Water Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Rule 40E, F.A.C. The

lands comprising such systems may be owned by the CDD, subject to the easement rights of the Association as set forth in this Declaration.

ccc. "Turnover" means the time at which Owners other than the Developer may elect a majority of the Board, as specifically provided in Article VI, Section 3 of this Declaration.

ddd. "Work" means the initial development of all or any portion of the Property pursuant to the Master Plan or the Zoning Resolution by the construction and installation of streets, utility systems, community facilities, buildings, and other improvements, and the sale, lease, or other disposition of the Property as improved or unimproved parcels, but does not include the construction of individual Residential Units by Persons other than Developer. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

eee. "Zoning Resolution" means Resolution Number Z-99-057 of the Board of County Commissioners of Lee County, Florida, approved on October 18, 1999, as the same may be amended from time to time. The Zoning Resolution covers the entire Development of which the Project is a part.

ARTICLE II

PROPERTY

The Property is and shall be improved, held, transferred and occupied subject to this Declaration. As of the date hereof, Developer intends to develop the Property described on Exhibit "A" attached hereto as the first phase of the Project. In addition, Developer may, in the future, but shall have no obligation, to annex and submit to the lands encumbered by this Declaration the lands described in Exhibit "D" to this Declaration. If Developer elects to annex and submit such additional lands to the lands encumbered by this Declaration, then Developer shall follow the procedures set forth in Article XII below. The foregoing shall not limit Developer's right to annex and submit additional lands in accordance with Article XII below. Until such time, only the Property described in Exhibit "A" to this Declaration shall be encumbered hereby, and this Declaration shall not be deemed an encumbrance against the lands described in Exhibit "D".

ARTICLE III

COMMON AREAS; EASEMENTS

1. Common Areas; Rights of Use Generally.

a. Conveyance of Common Areas. The Developer will convey or cause to be conveyed to the Association in one or more conveyances, and the Association shall accept the title to the

Common Areas owned by Developer at such time as in its sole discretion it deems appropriate. The conveyance shall be subject to taxes for the year of conveyance, restrictions, conditions, and limitations of record, and easements for ingress, egress, drainage and public utilities in favor of the CDD, governmental entities or private parties as deemed appropriate by the Developer. Upon recordation of any deed or deeds conveying Common Areas to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds. No title insurance or title opinion shall be provided to the Association by the Developer. THE ASSOCIATION SHALL ACCEPT "AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET FORTH HEREIN. All costs and expenses of any conveyance of any property by Developer to the Association shall be paid for by the Association.

b. Right of the Developer to Designate or Withdraw Common Area. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Areas provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this subparagraph, property separated only by public or private roads, water bodies, or open space shall be deemed contiguous). For so long as the Developer shall own any portion of the Property, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Areas in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect access or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Areas without the consent of the Owner of the Lot which is so affected. Addition of land to and withdrawal of land from the Common Areas shall be evidenced by recording a deed or Supplemental Declaration, as applicable, in the Public Records, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Areas by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Areas unless such land is expressly referenced as such herein, or subsequently designated as such by the Developer pursuant to a subdivision plat of such lands, a deed conveying such lands, or any interest therein, to the Association, or otherwise pursuant to this subparagraph, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Areas pursuant to this Section, upon the Developer's written request, the Association shall

promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to confirm or effectuate the withdrawal of such Common Areas.

c. Marketing and Development. Notwithstanding the transfer of ownership of the Common Areas to the Association, the Developer shall have the right to use, and to allow Builders to use, and occupy portions of the Common Area without payment of any rent or use fee for sales and marketing center, the placement of sales and construction trailers and equipment, vehicular parking, and the placement of sales signs, until Developer and all Builders have sold all Lots within the Property, but not later than twenty (20) years from the recording date of this Declaration, notwithstanding Turnover having occurred. Developer shall have the right to cause the Association to enter into a written agreement evidencing this right and no such agreement shall be deemed to be a violation of any fiduciary or other duty of the officers or directors of the Association authorizing or executing such written agreement.

d. Use by Third Parties. Prior to Turnover, Developer shall have the right, in its sole discretion, to permit non-residents to use the Common Areas, including the Club Facilities, on terms and conditions determined solely by Developer. After Turnover, the Board shall have the right, in its sole discretion, to permit non-residents to use the Common Areas, including the Club Facilities, on terms and conditions determined solely by the Board; subject, however, to the Developer's continuing rights under any Club Facilities Management Agreement then in effect to allow use of the Club Facilities by non-members, and subject to the provisions of Article III, Section 10 of this Declaration. Without limiting the foregoing, the Developer and the Association shall have the right to allow the CDD to use any portion of the Common Area on such terms as the Developer or the Association deems appropriate. The Developer and the Association shall also have the right and authority to allow, by rental agreement or otherwise, the use of Common Areas by Persons providing utility, telecommunications, security or other services to the Project. The Association shall also have the right and authority to allow school, civic charitable social groups, and other non-profit organizations to use the Common Areas as determined from time to time by the Board, provided such use does not unreasonably interfere with the Owners' use of the Common Areas.

2. Owner's Easements of Enjoyment. Every Owner of a Lot and his permitted lessees have a nonexclusive right and easement of enjoyment in and to the Common Areas for the purposes for which such Common Areas are intended, including easements for ingress and egress over roadways shown on any Plat. Such easements are appurtenant to, and pass with, the title to every Lot, subject to the easements and other property rights granted in this Declaration, and subject to the following:

a. Assessments. Assessments for maintenance, repair and replacement of facilities, if any, situated upon the Common Areas as provided in this Declaration or other applicable recorded instruments.

b. Dedication. The right of the owner of the Common Areas, with the consent of the Developer if not the owner of the Common Areas, to dedicate or transfer all or portions of the Common Areas or interests therein to any public agency, authority, or utility. Any dedication or transfer made by Developer as part of the Work or prior to transfer of control of the Association to Owners other than Developer, shall not require the approval of the Lot Owners or the Association. Any other dedication or transfer must be approved by two-thirds (2/3) or more of the Members of the Association at a meeting duly convened for such purpose, and must be evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida.

c. Developer. The rights of the Developer hereunder to add or withdraw land from the Common Areas, to occupy and use portions of the Common Areas and to allow Builders to occupy and use portion of the Common Areas for a sales and marketing center, the placement of sales and construction trailers and equipment, vehicular parking, and the placement of sales signs, and such other rights as are reserved by or granted to Developer under this Declaration.

d. Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable Regulations governing the use of the Common Areas, including suspension of an Owner's right to use the Common Areas as provided in the Legal Documents. The Regulations shall include, without limitation, rules, regulations, procedures and operational matters associated with the use and operation of the Club Facilities, including fees and charges associated therewith for services and goods not otherwise covered by the Club Facilities Assessment. In addition, the Regulations will restrict the number of individuals or families who may use the Club Facilities as a result of ownership and/or occupancy of a Residential Unit.

e. Legal Documents. The provisions of the Legal Documents and all matters shown on any Plat of all or part of the Property, including any restrictions shown thereon relative to Conservation Areas and Open Space.

f. Easements. The right of the Developer and, following the conveyance of the Common Areas to the Association, the Board of the Association to grant easements for utilities or drainage across all or any part of the Common Areas, whether to the CDD, other governmental entities, or private parties as deemed advisable by the Developer or the Board.

g. Requirements of Law. The provisions of applicable Laws and all construction, water quality, environmental protection and other permits issued in connection with the development of the Property.

h. General. Real estate taxes and special assessments levied by governmental authorities having jurisdiction over the Common Areas and restrictions, limitations, easements of record.

3. General Easements. All Lots are subject to the following perpetual non-exclusive easements:

a. Association Maintenance. Easements in favor of the Association to enable the Association to perform its maintenance and other obligations and for the performance of the Association's duties hereunder, including, without limitation, rights of ingress and egress over any Lot, provided that such easements will not encroach on any portion of the building pads on which a Residential Unit is constructed.

b. Drainage. Easements for the drainage of ground and surface waters in the manner established by Developer as part of the Work. In addition to the easements shown on any Plat, each Lot is subject to perpetual non-exclusive drainage easements along each side Lot line in the amount of three (3) feet for the installation, maintenance, and use of drainage swales, pipes or other drainage facilities.

c. Surface Water Management System. The Association and the CDD shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair the system. By this easement, the Association and the CDD shall have the right to enter upon any portion of any Lot which is a part of, or adjacent to the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the SFWMD Permits. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System.

d. CDD Ingress and Egress. The CDD shall have a non-exclusive easement for ingress and egress over and across all streets, roadways, Common Areas, driveways and walkways, that may from time to time exist within the Property; provided, however, that any such easement in favor of the CDD shall be limited to provide the CDD only such easement interest as may be required to satisfy any maintenance or related obligations of the CDD with respect to such streets, roadways, Common Areas, infrastructure and Conservation Areas within the Project.

e. Golf-Related. EVERY LOT AND THE COMMON AREA IS BURDENED WITH AN EASEMENT PERMITTING GOLF BALLS HIT FROM THE CLUB FACILITIES TO UNINTENTIONALLY COME UPON THE LOT, AND FOR GOLFERS, AT REASONABLE TIMES AND IN A REASONABLE MANNER, TO COME UPON THE EXTERIOR PORTIONS OF THE LOT TO RETRIEVE ERRANT GOLF BALLS; PROVIDED, HOWEVER, IF THE LOT IS FENCED OR WALLED, THE GOLFER SHALL SEEK THE OWNER'S OR OCCUPANT'S PERMISSION BEFORE ENTRY. ALL OWNERS, BY ACCEPTANCE AND DELIVERY OF A DEED TO A LOT, ASSUME ALL RISKS TO THEMSELVES, THEIR FAMILY, OCCUPANTS, GUESTS, INVITEES AND LESSEES AND PROPERTY ASSOCIATED WITH ERRANT GOLF BALLS, AND ALL OWNERS AGREE AND COVENANT NOT TO MAKE ANY CLAIM OR INSTITUTE ANY ACTION WHATSOEVER AGAINST THE DEVELOPER, THE ASSOCIATION, THE GOLF COURSE DESIGNER, ANY BUILDER OR ANY OTHER PARTY OTHER THAN THE GOLFER WHO CAUSED THE PROPERTY DAMAGE OR PERSONAL

INJURY, ARISING OR RESULTING FROM ANY ERRANT GOLF BALLS OR GOLF CLUBS, ANY PROPERTY DAMAGE OR PERSONAL INJURY THAT MAY BE CAUSED THEREBY, OR FOR NEGLIGENT DESIGN OF THE GOLF COURSE, MODIFICATION OF THE GOLF COURSE OR SITING OF THE LOT. NOTHING IN THIS PARAGRAPH SHALL IN ANY WAY RELIEVE GOLFERS FROM LIABILITY FOR DAMAGES RESULTING FROM ERRANT GOLF BALLS.

4. Property Boundary Fence. As part of the Work, Developer may construct a privacy fence or landscaped buffers across some of the Lots and portions of the Common Areas to separate the Property or portions thereof, and provide a buffer, from adjoining portions of the Property, right-of-ways or other properties (the "Property Boundary Fence"). All Lots upon which portions of the Property Boundary Fence are located, are subject to an exclusive perpetual easement for the location of the Property Boundary Fence. All such Lots are also subject to easements to the Association for the maintenance, repair and replacement of the Property Boundary Fence and the landscaping associated therewith, which may be exercised by the Association if the Lot Owner fails to properly maintain the Property Boundary Fence as hereinafter provided.

5. Platted Easements. The easements may be used by parties designated by the Developer or the Association to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, maintain Conservation Areas, or for the installation, maintenance, transmission and use of electricity, gas, telephone, cable systems, reclaimed irrigation water or treated effluent and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over or under the designated easement area. The Owner of a Lot subject to any easement shall not construct any improvements on the easement areas, nor alter the flow of drainage, nor landscape such areas with hedges, trees or other landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements on such easement areas or landscapes such areas as aforesaid, the Owner of the Lot shall remove at the Owner's expense the improvements or landscape items upon written request of Developer, the Association or the grantee of the easement. If the Owner fails to promptly remove improvements or landscaping, the Developer, the Association or the grantee of the easement may enter on the Lot and remove the improvements or landscaping at the expense of the Owner, who shall reimburse the cost of removal within fifteen (15) days of demand. The party removing the improvements or landscaping shall not be liable for trespass, nor responsible for any damage caused by the removal and shall not be required to restore any portion of the Lot damaged by the removal.

6. Lake Related Easements. The Association is hereby granted perpetual non-exclusive unobstructed drainage easements through the lakes, marshes and other wetlands situated in whole or

in part on the Property that are a part of the Surface Water Management System for access to operate and maintain or repair the system, including but not limited to, work within the retention areas, drainage structures, and drainage easements. Each Lot bordering on or encompassing any portion of a lake is subject to an easement to the Association from the top of the lake embankment to the rear Lot lines (including any submerged portions of the Lot) for the installation, use, maintenance, repair and replacement of stormwater filtration and retention systems and related facilities including bulkheads. The Association shall also have perpetual easements across each such Lot for ingress and egress to such lake for the purposes of exercising any right or performing any obligation provided in this Declaration, on a Plat, or by Law, subject to the provisions of this Section 6.

7. All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every portion of the Property enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article its benefit nevertheless is exclusive to the portions of the Property granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

8. Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot, nor any provision in any deed or other instrument, passes any rights in and to the Common Areas, except as expressly enumerated in this Declaration. Any Owner may delegate his right of enjoyment and other rights in the Common Areas to any Persons from time to time lawfully occupying such Owner's Lot, subject to the Association's Regulations and Article IV, Section 10, below.

9. Platting and Subdivision Restrictions. Developer may from time to time, plat or replat all or any part of the Property owned by Developer, and may widen or extend any right-of-way shown on the Plat or convert a Lot or other portions of the Property for use as a right-of-way or other uses, provided that Developer owns the lands where such changes occur. Developer may also establish covenants and restrictions and amendments thereto with respect to any such portion of the Property.

10. Club Facilities.

a. Use by Owners. An Owner who is an individual or husband and wife shall have access to the Club Facilities for themselves and their immediate family (as defined in the Regulations). If an Owner is an entity or more than one individual (other than husband and wife), the Board may restrict access to the Club Facilities to one family or two unmarried individuals residing in the Lot designated by the Owner(s). THE ABILITY OF OWNER(S) TO CHANGE THE DESIGNEES MAY BE RESTRICTED BY THE BOARD, AND UPON ANY CHANGE IN THE DESIGNEES, THE ASSOCIATION MAY IMPOSE A REDESIGNATION FEE EQUAL TO A MAXIMUM OF TWENTY-FIVE PERCENT (25%) OF THE CLUB FACILITIES ASSESSMENT FOR THE YEAR OF CHANGE. Owner's tenants may only use the Club Facilities in accordance with Article IV, Section 10. The easement provided for herein shall be appurtenant to and shall pass with ownership of a Lot, but shall not be deemed to grant any ownership interest in the Club

Facilities. The Association may for disciplinary cause restrict use of the Club Facilities by an Owner, his or her family, guests and invitees.

b. Non-Owner Use of Club Facilities. The Regulations for the Club Facilities may permit non-Owners to use the Club Facilities on a daily, annual, short-term, or long-term basis. The Developer, prior to Turnover, and the Board, subsequent to Turnover (subject to the terms of this Article III, Article XIV, and the Club Facilities Management Agreement), shall determine, in its sole discretion, the terms of use of the Club Facilities by non-Owners, including the cost of use, privileges and the term of use. Any initiation fees paid to the Association by non-Owner users shall be deemed Club Facilities Revenues. Until Turnover, the Developer is authorized to actively promote non-Owner use to offset operation expenses of the Club Facilities. The Association shall make available one hundred fifty (150) non-Owner licenses to residents of the Cascades at River Hall community (being the age-restricted community located west of the Project), and one hundred fifty (150) non-Owner licenses to residents of the Hampton Lakes at River Hall community within the Development located west of the Project (collectively, the "Permanent Club Licenses"). Notwithstanding anything to the contrary set forth in this Declaration, the Articles or the Bylaws, after Turnover, the Board shall not have the right to eliminate or recall any of the three hundred (300) Permanent Club Licenses without a two-thirds (2/3) vote of the Members, and any approved recall shall be on a first-in, last-out basis only. Permanent Club Licenses will require the users to pay a one-time, non-refundable initiation fee to be established by the Developer, and after Turnover by the Board, from time to time, and payment of dues in an amount commensurate with the services provided, as determined by the Board, but in no event more than seventy-five percent (75%) of the Club Facilities Assessment, as established from time to time. Permanent Club License holders will be entitled to unlimited access to the Club Facilities during the months of April through October, limited access to be established by the Regulations during the months of November through March, and full use of the practice facilities at all times. Permanent Club License holders shall be required to pay regular cart fees and guest fees, and shall not be eligible to hold any champion positions at the Club Facilities. Permanent Club Licenses will not be transferable and will be returned to the Association for reissuance upon resignation. This provision may not be amended without the consent of the Developer.

c. Promotional Access and Use of Club Facilities.

i. Prior to Turnover, the Developer is entitled to designate, non-Owner users authorized by the Regulations as temporary users with privileges to use the Club Facilities on terms and conditions established by the Developer. Neither the Developer nor the temporary users designated to use the Club Facilities shall be obligated to pay any annual Assessments except as the Developer may require. The Association shall establish separate accounts for each person designated to use the Club Facilities pursuant to this section, and shall bill such individual directly for the account. The designees of the Developer that use the Club Facilities shall pay their personal food, beverage and merchandise purchases.

ii. Prior to Turnover, the Developer and its affiliates further have the right to schedule and hold marketing, promotional and other events and tournaments (whether in season or out of season) using the Club Facilities, including, without limitation, golf tournaments or exhibitions, so long as such events do not preempt previously scheduled functions of the Association.

iii. Both before and after the Turnover, the Developer and its affiliates further have the right to promote the Club Facilities in advertisements, promotional materials and other promotional media by making reference to the Club Facilities, including use of photographs of the Club Facilities and activities taking place at the Club Facilities.

d. Acquisition of Accounts, Inventory and Prepaid Items. On the date of Turnover, the Association shall provide to the Developer a cash payment in an amount representing the book value of (a) all accounts receivable existing as of Turnover, (b) all prepaid contracts, (c) all pro shop, food and beverage, supply, chemicals, fertilizers, gasoline, and (d) other consumable inventories existing as of the date of Turnover, less any accounts payable related to the same. The Developer may withdraw such amount from the Association's cash accounts immediately prior to Turnover. The Board, at the Developer's election, shall obtain a third party loan for payment of these items or payments due the Developer. Any such loan may be acquired prior to the date of Turnover, and shall be the Association's responsibility after Turnover. Notwithstanding anything to the contrary in this Declaration, such loan may be secured by a mortgage lien on the Common Areas.

11. Amenities Center. The Amenities Center is an independent operation not affiliated with the Association. The Amenities Center is or will be, upon conveyance by the Developer, owned and operated by the Town Hall Amenities Center Association, a Florida corporation not for profit ("Amenities Association"). The Amenities Center is not a portion of the Common Areas, the Association has no rights or obligations associated therewith, and no Owner within the Project shall have any right to access or utilize the Amenities Center pursuant to the terms of this Declaration, but only pursuant to the terms of the Amenities Center Documents. Pursuant to the terms of the Amenities Center Documents, each Lot Owner shall be a member of the Amenities Association and shall be obligated to pay such dues, fees and assessments as may be imposed by the Amenities Association, from time to time, pursuant to the Amenities Center Documents. Any such fees, dues or other charges will be in addition to any Assessments charged by the Association pursuant to this Declaration. The Amenities Association may enter into a collection agreement with the Association to provide for the Association's collection of any fees, dues or charges imposed by the Amenities Association in order to provide for more efficient management of such collection functions.

12. Assumption of Risk. Each Owner hereby expressly assumes all risk and responsibility for noise, personal injury or property damage caused by maintenance, operation or use of Common Areas and Common Maintenance Areas, including, without limitation: (a) noise from maintenance equipment, it being specifically understood that such maintenance may take place around sunrise or sunset, (b) noise caused by users of such property, (c) use of pesticides, herbicides and fertilizers, (d)

view restrictions caused by planting and maturation of trees, shrubbery and berms (whether planted or installed prior to the Owner's occupancy of a Lot or subsequently planted or installed), (e) reduction in privacy caused by constant traffic on the roadways, or other Common Maintenance Areas or the removal or pruning of shrubbery or trees on the Common Maintenance Areas, (f) errant golf balls, golf carts and golf clubs, (g) power lines running through the Common Areas, and (h) design or modification of the Common Areas and agrees that neither Developer, Association or any of Developers' affiliates or agents nor any other entity owning or managing the Common Areas shall be liable to Owner or any person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owners' Lot to the Common Areas, including, without limitation, any claim arising in whole or in part from the negligence of Developer, Association or any other entity owning or managing the Common Areas. Each Owner hereby agrees to indemnify and hold harmless Developer, Association and any other entity owning or managing the Common Areas against any and all claims by Owner's family, visitors, tenants and others upon such Owner's Lot. Without limiting the foregoing, all Persons using the Common Areas, including, without limitation, any pool area or area adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, ALLIGATORS AND SNAKES. DEVELOPER, BUILDERS, THE ASSOCIATION AND NEIGHBORHOOD ASSOCIATIONS SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY. Each Owner agrees to indemnify and hold harmless Developer, its officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or in any way related to any Common Areas or Common Maintenance Areas, including, without limitation, the Club Facilities.

13. Capital Improvements; Restriction on Mortgaging Association Property. Prior to Turnover, Developer shall have the right without joinder or vote of any other party to make capital improvements to the Common Areas and procure financing in connection therewith secured by a mortgage, pledge or other security interests in the Common Areas and other Association Property, provided that any secured financing procured by Developer without the vote of the Members shall not exceed an original principal amount of \$2,000,000.00, or cause the Annual Maintenance Assessments to exceed the levels otherwise permitted by this Declaration nor require payment of any Special Assessment to repay the same. After Turnover, all capital improvements to the Common Areas, except for replacement or repair of those items installed by Developer as part of the Work, and except for personal property related to the Common Areas, must be approved by two-thirds (2/3) of the Lot Owners present in person or by proxy and voting at a meeting duly convened for such purpose, and by the Developer so long as there is a Class B membership.

ARTICLE IV

USE RESTRICTIONS

1. **Residential Use.** Each Lot and the buildings constructed therein shall be used for single family residential purposes only, and no group foster care homes, day care homes or community residential homes are permitted. No trade, business, commercial activity or profession may be conducted in, on, or from any Lot, except as authorized by Article XIII, Section 8 hereof. The foregoing does not prohibit a "home office" within a Residential Unit, provided that: (a) no work or service is conducted on the Lot that can be seen or heard outside of the Residential Unit; (b) there is not a material increase in traffic to and from the Lot; and (c) no one other than the Owner or lawful occupants of the Residential Unit shall regularly work at or visit the "home office" for business purposes. The letting, renting, or leasing of Residential Units for non-transient residential purposes shall not constitute a trade or business. The foregoing restrictions shall not apply to a Builder who engages in activities described in Article XIII, Section 8 of this Declaration.

2. **Architectural Standards.**
 - a. **Initial Construction.** No building, fence, wall, mailbox, swimming pool, driveway or other improvements, including landscaping, shall be installed or constructed on a Lot, nor may the Lot be cleared for construction of improvements or the installation of landscaping, except in accordance with plans and specifications (including a site plan and landscape plan for the Lot), showing the nature, kind, height, color, materials, location and other pertinent information (including samples of materials when requested) about the proposed improvements, that have been approved in writing by the Developer or the Design Review Committee, as applicable, in accordance with the procedures described in Article X hereof.

 - b. **Modifications of Exteriors.** A Lot Owner may not cause or permit any alteration, modification, renovation or reconstruction to be made to the exterior of his Residential Unit or Lot including driveways and landscaped areas, nor make any additions to the exterior of his Residential Unit including the installation of window air conditioners, except in accordance with plans and specifications (including site plans and landscaping plans when applicable) showing the nature, kind, height, color, materials, location and other pertinent information (including material samples when requested) that have been approved by the Design Review Committee.

3. **Minimum Square Footage.** Residential Units shall have a minimum square footage of interior heated and air conditioned living area, exclusive of garages, porches and patios based on approximate Lot size, as set forth in the Design Review Manual.

4. **Other Structures.** Except as to items initially approved by the Developer, no sheds, tanks, storage buildings, clothes lines, basketball hoops or support structures, children's play structures, dog

houses, gazebos, swimming pools, or structures of any type, whether similar or dissimilar to those herein enumerated and whether intended to be temporary or permanent, may be erected on a Lot, unless approved by the Design Review Committee in accordance with the procedures set forth in the Design Review Manual. Basketball hoops or support structures may not be attached to the Residential Unit and must be easily removed and stored within the Residential Unit when not in use.

No shed or outbuilding of any kind shall be at any time used as a residence either temporarily or permanently. Prior to the start of construction of the Residential Unit, no trailer, mobile home, shed, or outbuildings shall be erected or permitted to remain on any Lot, nor shall any construction materials or other items be stored on the Lot, except as approved by Developer. Neither Developer nor any Builder doing business in the Property shall be prohibited from erecting or maintaining temporary dwellings, model homes and other structures for development and marketing purposes, provided such are in compliance with the appropriate governmental requirements, and further provided that any Builder first obtains Developer's written approval of such temporary dwelling, home or structure prior to installing or constructing same, such approval to be granted or denied by Developer in Developer's reasonable discretion. Such rights of the Developer and Builders shall survive the turnover of control of the Association to the Class A Members and shall continue for so long as the Developer or any such Builders owns any Lots within the Property.

5. Landscaping. In connection with the initial construction of a Residential Unit on a Lot, complete landscaping plans for the Lot shall be prepared and submitted with the Lot site plan and the Residential Unit plans and specifications as part of the architectural approval process in accordance with the Design Review Manual. All landscaping plans shall include an automatic underground sprinkler system covering the entire Lot to be installed by each Owner. Irrigation water for Lots shall be supplied by the central irrigation water system constructed by Developer as part of the Work, and not by wells located on Lots, and all Owners are required to use such system for irrigating the Owner's Lot for so long as water is available from such system. If water is not available from such system, then Owners shall use potable water for irrigation purposes. Such prohibition shall not prohibit Developer from installing and maintaining wells within the Property. Site plans and landscaping plans shall be designed to preserve to the maximum practical extent existing trees. No trees may be removed by any Owner in violation of any Law. In any event, no tree or shrub plantings will be permitted in a location that will prevent the CDD's use of access easements granted on any Plat for the purpose of accessing the Conservation Areas. In addition, planting of nuisance exotic species of plants in or adjacent to the Conservation Areas is expressly prohibited.

6. Fences and Walls.

a. General. Except as to items initially approved by the Developer, no fences or walls of any kind shall be placed or installed on the Property without the written approval of the Design Review Committee. The foregoing includes the right to regulate the size, location, style and color of all fences and walls, and to require styles and colors compatible with other fences and improvements. Hedges or dense vegetation are encouraged as a preferred method for privacy screening. Chain link or other forms of wire fences shall not be permitted. In any event, no fences or walls will be

permitted within any Conservation Areas or in a location that will prevent the CDD's use of access easements granted on any Plat for the purpose of accessing the Conservation Areas.

b. Property Boundary Fence. Without the prior written approval of the Developer, the Property Boundary Fence, as described in Article III, Section 4 hereof, may not be removed, altered or modified in any manner whatsoever nor used for any purpose except to provide privacy to the Property.

c. Preservation of Easement Rights. Specific reference is made to the easements shown on the Plat and reserved in this Declaration. No fence, wall, or other improvement that interferes with exercise of these easement rights may be constructed, installed or maintained in these easement areas except by the Developer. Any improvements or landscaping located in these easement areas are subject to removal at the expense of the Owner of the Lot when requested by Developer, the Association, or the grantee of the easement.

7. Setback Lines. To assure that structures, driveways and other improvements will be located with regard to adjacent residences and the topography of each Lot and to preserve trees, the Developer shall have the right to approve the location of all structures and other improvements initially constructed on all Lots, subject to compliance with zoning regulations and the Zoning Resolution.

8. Parking Restrictions and Garages.

a. Parking. No vehicle, boat, mobile home, or trailer may be parked, stored, or repaired anywhere within the Property except that functional passenger automobiles, vans, motorcycles, non-commercial trucks of one (1) ton capacity or less and law enforcement passenger vehicles (collectively "Permitted Vehicles") may be parked in the garage or driveway of the Residential Unit, or in any approved parking areas on the Lot. Boats, trailers, motor homes, recreational vehicles and other vehicles that are not Permitted Vehicles may be regularly parked only in the garage of a Residential Unit. No parking places may be constructed on any Lot, except as constructed in accordance with plans and specifications approved by Developer. Commercial vehicles or any Permitted Vehicles with advertising thereon shall not be parked within public view on a regular basis. Streets within the Property shall not be regularly used for parking. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within forty-eight (48) hours, or the occasional parking of vehicles by delivery personnel or guests of Owners in a manner not complying with this paragraph. The foregoing restrictions shall not prevent the parking and temporary storage of any commercial vehicles utilized by a Builder and its subcontractors, suppliers, laborers, agents and employees.

b. Garages. All single-family detached Residential Units must be constructed with a garage (attached or detached) which shall contain at least two (2) standard size parking places usable

for parking vehicles. All garages must have electric door openers which shall be maintained in a useful condition and shall be kept closed when not in use. No garage shall be permanently enclosed or converted to another use. All other types of Residential Units shall have such garages as may be required by the Design Review Manual.

c. Driveways. All improved Lots shall have a paved driveway constructed of a material approved by the Developer as part of the plans and specifications for the Residential Unit.

9. Antenna Systems. No antennas, masts, towers, poles, aerials, satellite dishes, or similar appurtenances shall be erected, constructed, or maintained on the exterior of any Residential Unit or Lot, except that one satellite dish of one (1) meter or less may be installed, subject to reasonable Architectural Criteria established by the Developer and reviewed by the Design Review Committee regarding location and screening which do not unreasonably interfere with signal reception.

10. Occupancy and Leasing Restrictions.

a. Occupancy. Each of the Residential Units shall be occupied only by the Owner or lessee of a Residential Unit, members of their family, their servants and nonpaying social guests. Entire (but not portions of) Residential Units may be rented provided the occupancy is only by the lessee and the members of their family, servants and nonpaying social guests. The foregoing restrictions shall not prevent a Builder from entering into a sale/leaseback arrangement as to a model or "spec" home to be used and occupied solely by such Builder, its agents and employees for marketing and sales purposes.

b. Lease Requirements. All rentals of Residential Units shall be documented by a written lease which shall set forth, among other things, the address of the Residential Unit, the name(s) of the tenants, the lease commencement date and the term. A copy of the fully executed lease shall be delivered by the Owner to the secretary of the Association within five (5) days of the full execution of such lease. Rentals of less than thirty (30) consecutive days in duration or the operation of a rooming house, hostel or hotel shall be deemed to be a commercial use for purposes of enforcement of this Declaration, and are prohibited. No more than three (3) leases may be executed for a Residential Unit during any twelve (12) month period based on the date of commencement of the lease. In the event that a tenant desires to extend its lease period, such extension period shall not be less than ninety (90) consecutive days. The tenants who are occupying a Residential Unit pursuant to a written lease shall be permitted to use the Common Areas during the lease term, provided that (i) the tenants comply with any and all policies, rules and regulations of the Association, (ii) the Owner assigns to such tenant and relinquishes its right to use the Common Areas during the lease term, and (iii) the Owner pays an administrative fee of Fifty Dollars (\$50.00). Notwithstanding the foregoing, the Developer, prior to Turnover, and the Board after Turnover, may establish different lease requirements including permitting more frequent leasing as to "golf villas" designated as such by the Developer. Such different lease requirements shall be set forth in the Design Review Manual and/or the Regulations, from time to time.

c. Compliance. All tenants shall be subject to the terms and conditions of the Legal Documents and the rules and regulations promulgated thereunder as though such tenant were an Owner. Each Owner agrees to cause his lessee, and the occupants, or persons living with Owner or with his lessee to comply with the Legal Documents and the rules and regulations promulgated thereunder. Each Owner is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that the occupants of the Residential Unit are also fully liable for any violation of the documents and regulations. In the event that a lessee or occupant violates a provision of the Legal Documents, the Board shall have the power to bring legal proceedings against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity. The Owner will be jointly and severally liable with the tenant to the Association for any amount (as determined in the sole discretion of the Association) which is required by the Association to repair any damage to any portion of the Property or to pay any claim for personal injury, death or damage to property caused by the act or omission of the tenant. Special assessments may be levied against the Lot for such amounts.

11. Animals. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that common household pets may be kept by the occupants of each Residential Unit, provided such pets are not kept, bred or maintained for any commercial purpose and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property. "Common household pets" means dogs, cats, domestic birds, and fish. Dogs must be kept on a leash or within enclosed areas at all times. The Association may establish a maximum number of pets that may be kept on a Lot, but in no event shall such maximum prohibit the keeping of two (2) dogs or two (2) cats, or one (1) dog and one (1) cat.

12. Storage of Fuel Tanks, Garbage and Trash Receptacles. All above ground tanks, cylinders or containers for the storage of liquefied petroleum, gas or other fuels, garbage or trash, must be located inside of Residential Units or within side or rear yards and must be screened from view from adjacent Lots and the adjacent streets. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within a Lot, except inside the Residential Unit, or in refuse containers concealed from view. All trash, garbage and refuse shall be placed for pickup not earlier than the evening preceding pickup, and all containers for garbage and refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot during the course of construction of the Residential Units, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property.

13. Utilities. All potable water and sewage facilities and service to the Property shall be supplied by the public water supply and sewage system installed by Lee County, or by the Developer or the CDD as part of the Work. Except for wells installed by Developer, no well of any kind shall be dug or drilled on the Property. No septic tank may be constructed on any Lot, and no wastewater may be discharged on the open ground or into the lakes. Each Owner shall be required to use the central

irrigation system installed as part of the Work in lieu of potable water, for so long as irrigation water is made available through such system. If water is not available through such system, then each Owner shall use potable water for irrigation purposes.

14. Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only in accordance with the reasonable standards adopted from time to time by the Design Review Committee and with such Committee's approval. Such devices may not be installed on the portion of the roof of a Residential Unit facing the street. The standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive.

15. Outdoor Drying of Laundry. Outdoor drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lots and streets.

16. Signs, Mailboxes, Banners and Flags. No signs or flags of any kind shall be displayed to public view within the Property, except (a) customary address signs and a lawn sign of not more than four (4) square feet in size advertising a Lot for sale or rent which complies with the regulations of the Design Review Committee, and (b) flags and signs permitted by Chapter 720, Florida Statutes, as may be amended. All signs permitted by this subsection must be approved by the Developer (as to initial construction or address signs) or the Design Review Committee as to size and design. The size, design and color of all mailboxes and the supporting structures must be approved by the Developer and must comply with Postal Service regulations. Each flag permitted by this section shall be displayed in accordance with Regulations established by the Design Review Committee, from time to time. No banners or flags other than permitted by this section may be displayed on a Lot, except as permitted by the Regulations or, as to a Builder, as approved by the Developer in the case of initial construction, model homes, and "spec" homes.

17. Window Treatments and Air Conditioners. No reflective foil, reflective glass or other reflective material shall be installed or maintained on any windows of a Residential Unit. The portion of drapes, blinds, and other window coverings visible from the outside of the Residential Unit shall be a solid (non-patterned) color. No window air conditioning units shall be permitted. All exterior components of air conditioning units shall be screened from view from adjacent Lots and streets by approved fences, walls or shrubbery, which shall be installed to minimize noise from the air conditioning unit.

18. Security Alarms. Security alarms audible outside of the Residential Unit must be connected to a monitoring service that is able to shut-off the alarm, or the security alarm must automatically shut-off after not more than fifteen (15) minutes.

19. Obnoxious or Offensive Activity. No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees,

or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Residential Unit or the Common Area, and all laws and regulations of applicable governmental bodies shall be observed. The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside any Residential Unit; noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication by other Owners. The construction of a Residential Unit, related Lot clearing and grading, and all other activities or uses by a Builder pursuant to Article XIII, Section 8 of this Declaration shall not be considered a nuisance or an unreasonable annoyance.

20. Subdivision. No Lot shall be subdivided or its boundary lines changed, except with the prior written approval of the Board. The Board may permit a division in ownership of any Lot intended for a single-family, detached residence as shown on a Plat, but solely for the purpose of increasing the size of the adjacent Lots, and then subject only to such conditions as may be imposed by the Board as to ownership of and payment of Assessments associated with the Lot so divided. The Developer hereby expressly reserves the right to replat any Lot or Lots owned by the Developer without approval of the Board. Upon any such replatting, voting rights and Assessment obligations as to Lots subdivided by the Developer shall be recalculated to the number of Lots existing after such replat. No division, boundary line change or replatting shall be permitted or made in violation of applicable subdivision and zoning regulations.

21. Non-Age-Restricted Community. Each Owner, including each Builder and Subdivision Developer, acknowledges, by accepting title to any Lot within the Project, that the Project will not be an age-restricted community, and that no Person has the right to establish the Project or any portion thereof as, or convert the Project or any portion thereof into, an age-restricted community. This provision only shall not be amended without the prior written consent of the developer or master homeowners' association of the age-restricted development located on the real property abutting the westerly boundary of the Development, which consent shall be recorded in the Public Records.

22. Children's Use of Common Areas. Persons who are not sixteen (16) years of age or older shall not be permitted to use the Common Areas unless under the supervision of an adult Owner or lawful occupant over the age of eighteen (18) years, except in such cases and under such conditions as the Board may from time to time establish and require. Parents shall be responsible for all actions of their minor children at all times in and about the Project. Developer shall not be responsible for any use of the Common Areas by anyone, including minors.

23. Golf Cart Paths. No persons shall be permitted to jog, walk, bike, roller skate or roller blade along the golf cart paths or any other portion of the golf course, unless the prior written approval of the Board has been obtained.

24. Club Nuisance. No person shall, at any time the golf course is open for play, engage in any activity whatsoever which shall interfere with the players' performance during use of the golf course. Further, no obnoxious, unpleasant, unsightly or offensive activity shall be carried on which shall interfere with the players' use of the golf course.

25. General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored, or emitted, within the Property in violation of Law. Each Owner shall defend, indemnify, and hold the Association and other Owners harmless against all loss from damage or waste caused by such Owner, or by any occupant of such Owner's property. Notwithstanding the foregoing, or any other provision of the Declaration to the contrary, an Owner's liability to the Association for unintentional acts or omissions is limited to the available proceeds of any insurance maintained by such Owner or the Association if, at the time of such act or omission, such Owner or the Association has reasonably adequate insurance in force. Collection of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of any unintentional act or omission for which such Owner is responsible under this Section.

ARTICLE V

GOVERNMENTAL RESTRICTIONS AND CONDITIONS

1. Surface Water Management System. The Property has been developed in accordance with requirements of the SFWMD Permits, and the Association has the obligation to assure that all terms and conditions thereof are enforced. The Association shall have the right to bring an action, at law or in equity, against a Lot Owner violating any terms or provision of the SFWMD Permits. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the SFWMD.

a. Compliance; Construction. All Owners of Lots shall, by acceptance of title to the Lot be deemed to have assumed the obligation to comply with the requirements of the SFWMD Permits as such relate to the Lot. Except as required or permitted by the SFWMD, no Owner of a Lot shall alter, fill, dredge, place sod or excavate, or perform similar activities on any portion of their Lot or adjacent areas which contains jurisdictional wetlands, uplands buffers, or conservation areas as established by the ACOE or SFWMD, unless and until such activity is authorized by or exempt from the requirements of ACOE and SFWMD. In the event that a Lot Owner violates the terms and conditions of the SFWMD Permits and for any reason the Developer or the Association is cited therefor, the Lot Owner agrees to indemnify and hold the Developer, the Association and the CDD harmless from all costs arising in connection therewith, including without limitation all costs and attorneys' fees as well as costs of curing such violation. Unless first approved by the Design Review Committee and SFWMD, no Owner other than the Developer may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Developer, the Association or the CDD from, on or across any Lot, Common Area or easement area; nor shall any structure or

material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affect the drainage of or to neighboring Lots or the Common Area. Each Owner within the Project at the time of construction of a building, Residential Unit, or structure shall comply with the construction plans for the Surface Water Management System approved and on file with SFWMD.

b. Vegetation. The Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to SFWMD, Lower West Coast Regional Service Center, Surface Water Regulation Manager.

c. Prior Approval Required. No Owner of a Lot or other property within the Project may construct or maintain any building, Residential Unit, or structure, or undertake or perform any activity in any portion of the Surface Water Management System, including, without limitation, the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the SFWMD Permits and recorded Plat or Plats of the Project, unless prior approval is received from SFWMD's Lower West Coast Regional Service Center, Regulation Department. Such prohibited activities shall include, without limitation, digging or excavation, depositing fill, debris or any other material or item, constructing or altering any water control structure, or any other construction to modify the Surface Water Management System.

d. Groundwater Elevations. All Owners acknowledge that due to groundwater elevations underneath the Property, priorities established by governmental authorities, and natural or other causes outside of the reasonable control of the Developer, the Association, and the CDD, lake water levels may fluctuate at certain times during the year and such fluctuations may be significant. Neither the Developer, the Association, nor the CDD shall have any liability for aesthetic conditions, damage to littoral plantings or direct or consequential damages of any nature caused by the fluctuation of water levels.

e. Club Operations. Portions of the Surface Water Management System may be located adjacent to or within the boundaries of the Club Facilities. Such areas of the Surface Water Management System are hereby burdened with a permanent easement for reasonable use in connection with golf play and operation of a golf course, including, without limitation, play over such bodies of water, golf cart bridges over such bodies of water, retrieval of golf balls by persons utilizing the golf course and the Association for retrieval of golf balls which are not retrieved by persons utilizing the Club Facilities, drainage of the Club Facilities into the Surface Water Management System, location of pumphouses and other irrigation equipment and subject to consumptive use permit limitations and requirements to withdraw surface water for irrigation of the Club Facilities and Common Areas. No person other than the Association shall have the right to retrieve any golf balls which are not retrieved by golfers during play.

2. Conservation Areas. The Property includes certain Conservation Areas as required by the Conservation Easements and as designated on Plats within the Project. Each Owner, by acceptance of title to its Lot, acknowledges that such Conservation Areas have been created in compliance with the Zoning Resolution and the Conservation Easements to provide for the perpetual restriction and maintenance of such areas to promote habitat preservation and to protect environmental resources within the Development in accordance with, and subject to the terms of the Conservation Easements. All such Conservation Areas are intended to be owned and maintained by the CDD. The Developer and the Association shall have the right to enter into agreements with the CDD for the Association to provide to the CDD such maintenance operations as the Developer and the Association deem appropriate for the benefit of the Owners within the Project. Each Owner, by acceptance of title to its Lot, acknowledges that the CDD is required to, and will conduct certain maintenance activities within the Conservation Areas from time to time, and each Owner agrees not to impede the same. Each Owner, by acceptance of title to its Lot, acknowledges and agrees that the Conservation Areas may be utilized only in such manner as permitted by the conservation easements established by the Plats within the Property, by the Conservation Easements, or as permitted by this Declaration, and for no other purposes. Each Owner, by acceptance of title to its Lot, acknowledges that the Conservation Easements may be enforced directly by the grantees thereunder and SFWMD, in addition to the enforcement rights of the Developer and the Association created by this Declaration. The Conservation Areas may not be utilized for development of any building sites and must, to the extent practicable, be left in their natural state. No Owner shall clear any Conservation Area, dump any materials into any Conservation Area, plant any nuisance or exotic species in or adjacent to any Conservation Area, or otherwise modify its natural state. The Conservation Areas may be integrated by the Developer or the CDD into the Project for use as natural conservation and/or passive park areas, and may be utilized for nature trail, bicycle, jogging, or other pedestrian trails, natural-resource-based community recreation areas, or other passive recreational purposes as may be determined appropriate by the Developer or the CDD. The Developer reserves the right to provide for road and access crossings through Conservation Areas, and to otherwise make use of the Conservation Areas as permitted by the Conservation Easements. Further, each Owner shall utilize Conservation Areas only in such manner as may be permitted from time to time by the CDD or the Developer, and in no other manner and for no other purpose.

3. American Alligator Management Plan. Pursuant to the Zoning Resolution, warning signs must be placed where there is potential for human/alligator interaction in accordance with the American Alligator Management Plan approved by Lee County for a portion of the Project. Such signs discourage the feeding or harassment of alligators for the protection of Owners and other humans within the Project. EACH OWNER BY ACCEPTANCE OF THE DEED TO ITS LOT OR PARCEL HEREBY (A) ACKNOWLEDGES THE RISKS INHERENT IN OWNING A LOT OR PARCEL ADJACENT TO THE NATURAL HABITATS OF ALLIGATORS, (B) ACCEPTS ALL RISKS INHERENT THEREIN, AND (C) RELEASES THE DEVELOPER, THE ASSOCIATION AND THE CDD FROM ANY AND ALL LIABILITY ASSOCIATED THEREWITH. The Association shall cause warning signs to be installed in compliance with the American Alligator

Management Plan, and the cost of such installation and maintenance thereof shall constitute a common expense of the Association included within the Annual Maintenance Assessment.

4. Hurricane Awareness. The Association shall provide an educational program on an annual basis in conjunction with the staff of the Lee County Office of Emergency Management to provide literature, brochures and speakers for hurricane awareness and preparedness, describing the risks associated with hurricanes as natural hazards. Such educational program will focus on the actions Owners should take to mitigate the dangers inherent in hurricanes. The Association will implement the emergency hurricane notification and evacuation plan prepared by the Developer and approved by the Lee County Office of Emergency Management. The costs associated with the creation and implementation of the educational program and notification and evacuation plan will constitute common expenses of the Association to be included within the Annual Maintenance Assessments.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner of a Lot is a Member of the Association and is entitled to one (1) membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to the Lot whereupon the membership of the previous Owner automatically terminates. No Person other than an Owner of a Lot may be a Member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title of the Lot to which it is appurtenant.

2. Classification. The Association has two (2) classes of voting membership:

a. Class A. So long as there is Class B membership, Class A Members are all Lot Owners except Developer. Class A Members are entitled to one (1) vote for each Lot owned by the Lot Owner, except as herein provided regarding the Developer. Upon termination of Class B Membership, Class A Members are all Lot Owners, including Developer so long as Developer is an Owner.

b. Class B. The Class B Member is Developer who is entitled to five (5) votes for each Developer-owned Lot existing or ultimately planned or proposed for development within all phases of the Project. The provisions of Article IX of this Declaration exempting portions of the Property owned by the Developer from the Association's Assessments do not affect the calculation of the Class B Member's voting rights under this paragraph. The Class B membership will cease and be converted to Class A membership upon the happening of the first to occur of the following events: (i) when ninety percent (90%) of all Lots ultimately planned for development within all phases of the Project have been conveyed to Owners other than Developer, Builders and Developer's designated

successors and assigns; (ii) twenty (20) years from the recording date of this Declaration; or (iii) the effective date of the Developer's written waiver of the Class B voting rights.

3. Transition of Control; Turnover. Any other provision of this Article to the contrary notwithstanding, Owners other than Developer, Builders and Developer's designated successors and assigns shall be entitled to elect at least a majority of the Board members not later than the earliest of the events specified in Section 2.b., above. Developer shall be entitled to elect at least one member of the Board as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots ultimately planned in all phases ultimately planned in the Project. After Developer relinquishes control of the Association, Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board; provided, however, the Class B membership shall be automatically reinstated at any time before the expiration of twenty (20) years from the recording date of the Declaration if additional Lots, or land to be developed into Lots, owned by the Class B Member are annexed into the Association as permitted by the Declaration in sufficient numbers to restore a ratio of at least one Class B Lot to five (5) Class A Lots in the overall area subject to the Declaration.

4. Co-Ownership. If more than one Person holds the record fee simple title to any Lot, all such Persons are Members but only one vote may be cast with respect to such Lot, and no fractional votes are permitted. Each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at any meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. The vote may be exercised as the Owners determine among themselves, but no split vote is permitted. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless the Association is notified otherwise in writing. If title is held by a corporation, partnership, limited liability company, or trust, then any officer, partner, manager, trustee or attorney in fact shall have the authority to vote on behalf of that entity.

5. Inspection of Records. All books, records, and papers of the Association (except those which are not accessible pursuant to Section 720.303, Florida Statutes, as may be amended) will be open to inspection and copying during reasonable business hours within ten (10) days after receipt of a written request by any Owner and by Developer, so long as Developer is a Member of the Association. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any such Person copies (certified, if requested) of any of its books, records, and other papers, although the Association may make a reasonable, uniform charge for such copies and certification. The Declaration, Articles, and Bylaws must be available for inspection by any Owner or the Developer at the Association's principal office, where copies also may be purchased at a charge to cover reproduction costs.

6. Extraordinary Action. The Association's Articles provide that certain actions of the Association as described in the Articles require the approval of a super-majority of the Members. In addition, any such action shall require the written approval of the Developer for so long as the Developer is a Member of the Association.

7. Amplification. The Members of the Association shall elect the Board of the Association, who shall manage the affairs of the Association. The Board shall appoint officers of the Association to administer the operation of the Association. The provisions of this Article are amplified by the Association's Articles and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Developer intends that the provisions of this Declaration and the Articles and Bylaws be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Developer intends that the provisions of this Declaration control anything in the Articles or Bylaws to the contrary.

ARTICLE VII

MAINTENANCE

1. Association.

a. General. Subject to the rights of the Developer and the Owners, as set forth in this Declaration, and any delegation of obligations to the CDD made by the Developer or the Association, the Association has exclusive management and control of the Common Areas, and all of its improvements, fixtures, furnishings, equipment, and other related personal property. The Association shall maintain the Common Areas and all landscaping and personal property located on the Common Areas in a safe, clean, attractive, sanitary, and serviceable condition, and in good order and repair. The Association's duties with respect to the Common Areas commence upon substantial completion of each facility, whether or not title has been conveyed to the Association, and include the management, operation, maintenance, repair, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Work, and any replacements or additions thereto made in accordance with the provisions of the Legal Documents. In addition, the Association shall maintain all Common Maintenance Areas designated as such by the Developer, the Association, this Declaration, or any Plat, and the improvements and personal property located thereon, all at the common expense of the Association.

b. Roadways. All roadways and rights-of-way within the Project shall be owned by the Association as Common Areas. Subject to obtaining any necessary permits therefor, the Developer intends to construct and install gates, guardhouses, and associated systems and facilities as the Developer deems appropriate for the Project. The same shall be Common Areas to be maintained by and at the common expense of the Association. Any gates, gatehouses or guardhouses so installed

may be modified or removed, from time to time, by the Developer and, after turnover of control, by the Association, to the extent required by Law or any applicable permits. Notwithstanding such private roadways and gated access, each Owner, by acceptance of its deed to its Lot, acknowledges that Lee County Police have the right and may regulate and monitor speeding on such roadways and that public and private utility providers and emergency vehicles will have access to the Project and the right to use such roadways pursuant to each Plat, this Declaration, and in accordance with all Laws.

c. Lake Maintenance. Pursuant to agreement with the CDD, the Association may maintain the lakes and ponds that are a part of the Surface Water Management System, whether owned by the Association or the CDD, in accordance with applicable permits and governmental requirements, notwithstanding that a portion of any lake or pond may be located within one or more Lots. Subject to the rights of the Developer, Lee County, the CDD, and other governmental authorities, the Association, pursuant to agreement with the CDD, may assume the responsibility to maintain in good condition the water quality and to control the growth and removal of plants, fungi, waterfowl and animals within the lakes. The provisions of this paragraph do not supersede the provisions of Article VII, Section 3 below that require Owners of Lots bordering on or encompassing lakes to maintain the lake shoreline located adjacent to their property. The Association may also maintain, pursuant to agreement with the CDD, those portions of the Project designated by applicable permits as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction.

d. Irrigation System. Developer intends to install or cause to be installed an irrigation system within the Property to supply reclaimed water and/or well water to the Property, including the Lots and Common Areas. Each Owner shall be required to use reclaimed water or well water, as applicable, for irrigation in lieu of potable water to the extent that such water is made available to the Lots. If reclaimed or well water is not available, then each Owner shall use potable water for irrigation purposes. Neither the Developer, the Association nor the CDD makes any representation or warranty as to the quantity of reclaimed or well water that will be available to the Property from time to time. Notwithstanding the availability of such water, each Residential Unit shall be constructed with an underground irrigation system in accordance with the Design Review Manual. The Association shall be responsible for monitoring, metering and controlling the use of reclaimed and/or well water within the Project, including creating and enforcing an irrigation schedule, and maintaining such water distribution system (outside of Lots). The Association may charge Owners for the reclaimed and/or well water, and the cost of providing such monitoring, operation and collection services to the Project. Any charges incurred or imposed by the Association for reclaimed and/or well water and the operation and maintenance of the system shall be part of the Services Assessment, at rates to be determined by the Association from time to time and which may vary by Lot size, but which will not be imposed as to a Lot until a certificate of occupancy is issued for the Residential Unit constructed thereon. By acceptance of title to its Lot, each Owner acknowledges that reclaimed water consists of treated effluent which may be odorous and may present certain

health risks if consumed by people or animals, assumes the risk thereof, and releases the Developer, the Association and the CDD from any and all claims, liabilities or damages to person or property allegedly arising from the presence and use of reclaimed water within the Project, and the consumption thereof. Neither Developer, the Association, nor the CDD shall be liable to any Owner for any interruption in irrigation service, the quality of irrigation water, the source of irrigation water, any stains or discoloration caused by the use of reclaimed water, or any damage to the landscaping or sod on any Lot or the Common Area caused by providing or not providing irrigation service. The Developer, the Association or the CDD may post signs or provide other notification of the source of irrigation.

e. Landscaped and Grassed Areas. The Association shall maintain, repair and replace all landscaping and grassed areas: (i) within all rights-of-way within the Project; (ii) at the entranceway to the Property; (iii) on or about lift station sites or other utility parcels within the Property; (iv) in areas designated on the Plat(s) as landscaped buffer zones or landscaped areas; (v) which have been designated as Common Maintenance Areas by the Developer, except such portions of the foregoing areas to be maintained by Lot Owners under the provisions of Article VII, Section 3 below; and (vi) within the golf course and other landscaped and grassed portions of the Club Facilities. The foregoing shall include all irrigation lines, sprinkler systems, pumps and other related improvements installed by Developer in such areas.

f. Golf Course. The Association shall maintain and continue to maintain the Club Facilities, including the golf club house and practice facility, as a golf course, golf club house and practice facility. The Association shall not cease operation of the Club Facilities for their intended uses without the vote of at least seventy-five percent (75%) of the Members. In any event, the Association shall not have the right to cease operating and maintaining the Club Facilities for their intended purposes until at least five (5) years after Turnover. The Association shall maintain the Club Facilities in a first-class condition, comparable with other first-class private golf club facilities located within the Lee County, Florida market area, including, without limitation, a minimum of an eighteen (18) hole golf course when 800 homes have been constructed within the Project, and a minimum of twenty-seven (27) holes when 1,300 homes have been constructed within the Project. If a Club Facilities Management Agreement is in effect, from time to time, then the manager under the Club Facilities Management Agreement shall determine the appropriate level of maintenance of the Club Facilities, provided that such level of maintenance shall in no event diminish the Club Facilities as a first-class facility within the Lee County, Florida market area, including, without limitation, a minimum of an eighteen (18) hole golf course when 800 homes have been constructed within the Project, and a minimum of twenty-seven (27) holes when 1,300 homes have been constructed within the Project.

g. Open Space. Any areas provided as Open Space, whether also constituting Conservation Areas, lakes, preserve areas or otherwise, in satisfaction of the open space requirements set forth in the Zoning Resolution, shall constitute Common Areas or Common Maintenance Areas, as applicable, and shall be maintained by the Association or the CDD in a

manner so that its use and enjoyment as open space will not be diminished or destroyed. No development of any areas designated as satisfying the open space requirements of the Zoning Resolution shall be developed except as permitted by the Zoning Resolution and the Law.

h. Signage. The Association shall maintain signage within the Property identifying the Project and the various subdivisions therein.

i. Street Lights. Street lights will be installed either by the local electric provider or by the Developer as part of the Work, and maintained either by the local electric provider (if installed by it) or by the Association (if installed by the Developer). In any event, electric service will be provided to all street lights by the local electric provider. All costs of maintenance or service associated with the street lights will be the responsibility of the Association, whether owed to the local electric provider or the direct responsibility of the Association, and all of such costs will be assessed to the Owners and Lots as a common expense.

j. Recreational Vehicle, Boat and Other Storage Areas. If the Developer or the Association designate any areas for the storage of recreational vehicles, boats or other items, then such areas shall be Common Maintenance Areas to be maintained by the Association as a common expense.

k. General. The Association may obtain and pay for the services of any Person (including the Developer and the CDD) to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Common Areas or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. The Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Legal Documents or the Association's Regulations. Notwithstanding the fact that the Developer may initially retain ownership of the Common Areas, including the Club Facilities, the Association shall, pursuant to this Declaration, be financially responsible for the management, maintenance and operation of the Common Areas, including, without limitation, all property taxes and other assessments which are liens against the Common Areas from and after the date of recordation of this Declaration.

l. Regulations. The Association is empowered from time to time to adopt, alter, amend, rescind, and enforce reasonable Regulations governing the use of the Property and the Common Areas so long as such Regulations are consistent with the rights and duties established by the Legal Documents. The validity of the Association's Regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The Regulations initially shall be promulgated by the Developer and may be amended by a majority vote of the Board. For so long as Developer owns any portion of the Property, no regulation, decision, amendment or other action that reasonably may have

the effect of waiving, lessening, or otherwise interfering with the scope or enforcement of any restriction imposed on the Property by this Declaration (or materially, adversely affecting the rights of a Builder) will be valid without the written approval of the Developer, which consent may be withheld in Developer's discretion. No Owner or other Person occupying any portion of the Property, or any invitee, shall violate the Association's Regulations and at all times shall do all things reasonably necessary to comply with the Regulations. Wherever any provisions of this Article prohibit any activity, condition, or structure within the Property except as permitted by the Association's Regulations, such restriction or prohibition is self executing unless and until the Association issues Regulations expressly permitting the same. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and opportunity to be heard, in person or through representatives of the Owner's choosing.

m. Implied Rights. The Association may exercise any right, power, or privilege given to it expressly by the Legal Documents and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

n. Access by Association. The Association has a right of entry on to all portions of the Property to the extent reasonably necessary to exercise any right granted or to discharge any duty imposed by the Legal Documents, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by the Legal Documents. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees, contractors, and managers.

o. Restriction on Capital Improvements. Except as permitted by Article III, Section 13 hereof, all capital improvements to the Common Areas, except for replacement or repair of those items installed by Developer as part of the Work, and except for personal property related to the Common Areas, must be approved by two-thirds (2/3) of the Lot Owners present in person or by proxy and voting at a meeting duly convened for such purpose, and by the Developer so long as there is a Class B membership.

2. CDD. The CDD shall be responsible for the maintenance of the Surface Water Management System. Pursuant to agreement with the CDD, the Association may operate and maintain the Surface Water Management System in accordance with the permits issued by the Florida Department of Environmental Protection, SFWMD, and the ACOE and all regulations or conditions applicable thereto, including all lakes, littoral areas, retention areas, drainage easements, "Private Easements" shown on a Plat, control structures, underdrains, culverts and filtration systems, except to the extent of each Lot Owner's maintenance obligations under this Declaration. Maintenance of the Surface

Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the SFWMD. Any repair or reconstruction of the Surface Water Management or Stormwater System shall be as permitted, or if modified, as by prior written approval of the SFWMD. All maintenance obligations of the Surface Water Management System of the Association shall be performed as ordered by the Board, and the cost of such maintenance incurred by the Association pursuant to this paragraph, shall be a common expense of the Association to be collected and paid by the Lot Owners in the manner prescribed by this Declaration. Any modification of the Common Areas that would adversely affect the Surface Water Management System must have the prior written approval of SFWMD.

3. Lot Owners. Each Owner at his expense, shall maintain in a good order and repair and keep in an attractive condition all portions of his Lot, and the improvements located thereon. Each Owner of a Lot on which improvements have been constructed shall maintain the lawn and other landscaped areas located in the public right-of-way or Common Areas, if any, between his Property line and the paved portion of the street in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, pest control, irrigation and edging. Such landscape maintenance shall include the care of any trees installed immediately adjacent to such Lot within a right-of-way, provided that no Owner shall have the right to remove any trees installed by the Developer within the right-of-way. Owners of Lots fronting on the water's edge, or upon buffering fronting the water's edge of any water body within the Property shall maintain and irrigate, at such Owner's expense, all sod and landscaping between the Lot boundary and such water's edge.

ARTICLE VIII

INSURANCE; REPAIR

1. Insurance. The Association shall keep any insurable improvements located on the Common Areas or Common Maintenance Areas if the improvements are owned by the Association, if any, including fixtures and personal property of the Association, insured to the maximum insurable replacement value, as determined by the Board. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use, including vandalism and malicious mischief, and flood and water damage, if the Common Areas are at any time located in a federally designated flood area and flood insurance is available under the National Flood Insurance Program. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board, but not less than \$1,000,000.00 for bodily injury and property damage for any single occurrence. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

2. Owners. In the event of damage or destruction by fire or other casualty to the improvements on any portion of an Owner's Lot, unless the improvements are completely destroyed, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one year. In all cases, all debris must be removed and the parcel restored to an orderly condition as soon as possible, but not to exceed one hundred twenty (120) days after such damage or destruction, subject to reasonable extension for such period of time as payment of any applicable insurance proceeds is delayed beyond thirty (30) days after the casualty. Each Owner shall maintain such insurance as may be necessary to enable the Owner to satisfy its obligations under this section.

ARTICLE IX

COVENANTS FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligation for the Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual or supplemental assessments or charges and any special assessments or other charges established and levied pursuant to the terms of this Declaration, including, without limitation, the Annual Maintenance Assessment, the Club Facilities Assessment, the Services Assessment, the Initial Reserve Assessment, and the Improvement Reserve Assessment. Assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the date due until paid at the highest lawful rate and costs of collection thereof, including reasonable attorneys' fees, shall be the personal obligation of the Owner of the Lot at the time the assessment was made. In addition, the assessments against Lots shall be secured by a lien in favor of the Association as set forth herein. No Owner of a Lot may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or common services, or abandonment of his Lot.

2. Exempt Property. The following property shall be exempt from the assessments, charges and liens created herein: (a) Common Areas; (b) lands owned by Developer which have not been annexed to the Property by this Declaration or any Supplemental Declaration; (c) lands dedicated to Lee County, the CDD, or other governmental authority, any utility company or the public; and (d) Lots owned by Developer during the period of time that Developer subsidizes the common expenses of the Association pursuant to this Article. The Developer may, in its sole discretion, also elect to defer all or any portion of the Assessments owed by Builders for Lots sold to Builders for a period to be determined by the Developer up to the date of Turnover. No other land or improvements in the Property shall be exempt from these assessments, charges or liens.

3. Annual Maintenance Assessments.

a. General. The Annual Maintenance Assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the Lot Owners, residents, and occupants of the Property, and for the operation, management, maintenance, repair, renewal and replacement of the Common Areas and the Common Maintenance Areas, the payment of any cost sharing or other agreements to which the Association is a party, and for the performance of the Association's duties under the Legal Documents. The Annual Maintenance Assessment shall be used to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Legal Documents and pursuant to Law, including the maintenance of any maintenance reserve accounts established by the Board. The Board of the Association shall determine Annual Maintenance Assessments in accordance with the provisions of this Article to meet the projected financial needs of the Association. Subject to paragraph b., of this Section, the Board's decision as to the amount of the Annual Maintenance Assessment and manner of collection shall be dispositive. The Board shall determine the date of commencement, the amount of the assessments, and any payment schedule for each fiscal year. Unless later changed by the Board, the Annual Maintenance Assessments shall be paid in advance in four (4) equal quarterly installments. The Board shall prepare or cause to be prepared a roster of the Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member during normal business hours.

b. Amount.

i. Until January 1 of the year immediately following the recording date of this Declaration, the maximum Annual Maintenance Assessment shall be Seven Hundred Dollars (\$700.00) for each Lot.

ii. Commencing with the fiscal year beginning January 1 of the year immediately following the recording date of this Declaration and each year thereafter, the Board, at its annual meeting next preceding such date, and each respective January 1 thereafter, shall set the amount of the Annual Maintenance Assessment for the following year provided that the Annual Maintenance Assessment may not be increased more than fifteen percent (15%) above the Annual Maintenance Assessment for the previous year unless approved by two-thirds (2/3) of the Members present in person or by proxy and voting at a meeting duly convened as provided hereunder.

iii. Each year, the Board shall prepare a budget covering the estimated common expenses of the Association during the coming year ("Annual Budget") and a budget based on estimated common expenses which would be incurred, assuming all Common Areas and Lots planned for development within the Project were complete ("Buildout Budget"). Prior to Turnover, the Annual Maintenance Assessment for the coming year shall be computed by dividing the Buildout Budget by the number of Lots developed and anticipated to be developed within the Project. The

number of Lots may change during development, and the Developer shall have no liability as a result of such change. Subsequent to Turnover, the Annual Maintenance Assessment for the coming year shall be computed by dividing the Annual Budget by the total number of Lots developed within the Project.

iv. The Board shall cause a copy of the Association budget and notice of the amount of the Assessments to be levied on each Lot for the coming year to be delivered to each Owner of a Lot at least sixty (60) days prior to the beginning of each fiscal year. Such budget and Assessments shall become effective upon adoption by the Board. In addition to Assessments based on the budget of current expenses, the Board may levy Assessments to cover unanticipated or unbudgeted expenses. In the event the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year and each affected Owner shall pay the increase, if any, in such Assessment from the beginning of the year at the time the next quarterly installment is due.

c. Commencement of Annual Maintenance Assessment. The Annual Maintenance Assessment begins to accrue as to all Lots within the Property on the first day of the month following conveyance of the first Lot to an Owner other than Developer. If the operation of this Declaration is extended to additional lands, as provided herein, then the Annual Maintenance Assessment begins to accrue against all Lots within such extension on the first day of the first month following the recording in the Public Records of an amendment to this Declaration extending the operation of the Declaration to all or part of such additional lands. The first Annual Maintenance Assessment against all Lots shall be prorated according to the number of months then remaining in the fiscal year.

4. Club Facilities Assessment. In addition to the Annual Maintenance Assessment and other Assessments provided hereunder, each Lot shall be subject to a Club Facilities Assessment. Prior to Turnover, the Developer shall establish the Club Facilities Assessment as reasonably determined appropriate by the Developer, but not necessarily directly correlating to the Club Facilities Revenues then being received or the Club Facilities Expenses then being incurred, and any excess Club Facilities Revenues over Club Facilities Expenses may be retained by Developer to offset any subsidy or deficit to be satisfied by Developer under Section 12 below. Until January 1 of the year immediately following the recording date of this Declaration, the minimum Club Facilities Assessment shall be One Thousand Five Hundred Dollars (\$1,500.00) per Lot. The Club Facilities Assessment shall commence as to each Lot upon conveyance of the Lot to an Owner other than Developer or a Builder. Prior to Turnover, the Developer shall manage the Club Facilities, and Developer reserves the right to enter into a Club Facilities Management Agreement with respect thereto, which may have a term that survives Turnover. After Turnover, the amount of the Club Facilities Assessment shall be determined either by the Board, if no Club Facilities Management Agreement is then in effect, or by the manager pursuant to any then-existing Club Facilities Management Agreement. In any event, after Turnover, the Club Facilities Assessment shall be

maintained at a level comparable to other first-class private golf club facilities in the Lee County, Florida, market area, an in no event less than the anticipated shortfall, if any, of anticipated Club Facilities Revenues to Club Facilities Expenses. As of the date of Turnover, the Developer may establish the deficit, if any, incurred by the Developer in constructing, developing and operating the golf course, golf clubhouse and golf practice facility prior to Turnover ("Golf Course Deficit"). From and after Turnover, the Developer shall be entitled to payment of any Club Facilities Revenues in excess of Club Facilities Expenses to offset the Golf Course Deficit, which amount shall be paid by way of the Club Facilities Management Agreement if the Developer is the manager thereunder, or in addition thereto if the Developer is not the manager.

5. Services Assessment. In addition to the Annual Maintenance Assessment, each Lot shall be subject to a services assessment ("Services Assessment") that will include (a) the fees and charges associated with providing reclaimed or well water to the Project, as determined by the Board from time to time and which may vary by Lot size, and which shall commence as to each Lot at the time of issuance of the certificate of occupancy for the Residential Unit constructed on such Lot, (b) bulk cable, internet and other telecommunication fees established by an agreement between the Association and a provider, which shall commence as to each Lot at the time of issuance of the certificate of occupancy for the Residential Unit constructed on such Lot, and (c) such other bulk or other service arrangements entered into by the Developer or the Association.

6. Initial Capital Assessment. At the closing of the sale of each Lot in the Property by a Builder to the first homebuyer of a Residential Unit, the homebuyer shall pay an initial capital assessment in an amount equal to three (3) months of the Annual Maintenance Assessment then in effect ("Initial Capital Assessment"). After the one-time Initial Capital Assessment has been paid as to a Lot in the Property, subsequent purchasers of such Lot shall not be required to pay the Initial Capital Assessment. Prior to Turnover, the Developer may utilize the Initial Capital Assessment for any purposes associated with operating the Association. After Turnover, the Association shall have the right to use the amounts collected from the Initial Capital Assessment to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Legal Documents and pursuant to Law.

7. Improvement Reserve Assessment. At the closing of each resale of each Lot in the Property by an Owner, other than a Builder, to a homebuyer, the homebuyer shall pay to the Association a reserve contribution in an amount equal to three (3) months of the Annual Maintenance Assessment then in effect ("Improvement Reserve Assessment"). The Improvement Reserve Assessment collected at each closing of each resale of a Lot by an Owner, other than a Builder, shall be used to maintain adequate reserve accounts to ensure the availability of funds for any and all expenses at Turnover. Prior to Turnover, the Developer shall be entitled to utilize such funds for any purposes that Developer deems reasonably appropriate, including establishing reserve accounts for the Association. To the extent the Association makes any claim against Developer for Common Area conditions, the amount of the Improvement Reserve Assessments held by the Association at Turnover shall be credited against any obligation of Developer pertaining thereto. After Turnover,

the Association shall utilize such amounts to maintain adequate reserve accounts for the Association in accordance with good financial practices, and to use any surplus therefrom to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Legal Documents and pursuant to Law.

8. Maintenance Reserves. The Board may annually prepare a maintenance reserve budget which shall take into account the number and nature of replaceable assets, the useful life of each asset and the anticipated repair and replacement cost. If a maintenance reserve budget is established, the Board shall set the required maintenance reserve contribution, in an amount sufficient to permit meeting the projected needs of the Association as shown on the maintenance reserve budget, with respect both to amount and timing of Annual Maintenance Assessments over the period of the budget, and taking into account the Improvement Reserve Assessments anticipated to be collected. The maintenance reserve contribution required shall be fixed by the Board and included within and distributed with the budget. If maintenance reserves are established, Developer shall be under no obligation to fund or pay the maintenance reserve contributions. Nothing in this section or this Declaration shall require the Association to collect or assess for capital reserves. If maintenance reserves are collected, no representation is made that the amounts collected will be sufficient for capital replacements or repairs.

9. Special Assessments. The Association may levy special assessments payable in one or more installments applicable to that year only for the purpose of defraying, in whole or in part, any expense that is not reasonably expected to be incurred on a regular basis, including the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Areas; provided that such assessment is approved by the Developer, for so long as Developer is a Member of the Association, and two-thirds (2/3) of those Members present in person or by proxy and voting at a meeting duly convened for such purpose.

10. Property Taxes. The Association shall timely pay all ad valorem real estate taxes, special assessments and other taxes, if any, levied on the Common Areas, and shall assess each Lot Owner for his proportionate amount thereof (based on Annual Maintenance Assessments). At the Board's discretion, such assessment may be payable in a lump sum within thirty (30) days after notice or all or any portion thereof may be assessed as a part of the Annual Maintenance Assessment described above. Each year the Board shall determine after receiving notice of the amount of taxes due, whether such assessment shall be levied, and its amount.

11. Specific Assessments. Any indebtedness of an Owner to the Association arising under any provision of the Legal Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot, or arising by reason of any Owner's failure to properly maintain those portions of the exterior of his Lot and Unit as herein provided, also may be assessed by the Association against the Owner's Lot after the Owner fails to pay it when due and the default continues for thirty (30) days after written notice.

12. Uniformity of Assessments; Developer Election. The Annual Maintenance Assessment and any special assessments for the Common Areas against all Lots within the Property must be uniform. The foregoing shall not apply to Services Assessments or other Assessments which may vary by Lot pursuant to this Declaration. Any Lots owned by Developer shall be exempt from Assessments, provided that Developer shall have agreed to fund the deficits, if any, between the aggregate amount assessed Lot Owners other than Developer, and the total expenses of the Association during the applicable period. Developer shall be obligated to fund such deficits only as they are actually incurred by the Association, and shall not be obligated to fund or pay the Initial Reserve Assessment or the Improvement Reserve Assessment. Prior to Turnover, any Assessments levied which, together with other revenues and funds of the Association, exceed actual expenditures shall be paid to Developer to repay advances made by Developer, including repayment of any difference previously funded by Developer. The Developer may cease to pay any portion of the deficit of the annual operating expenses of the Association under the provisions of this Section when Developer is no longer entitled to elect a majority of the Board, or at any time following thirty (30) days notice to the Association of Developer's election to cease paying such deficits, whichever first occurs. Following cessation of funding of the deficit, the Developer shall pay an Annual Maintenance Assessment amount attributable to any Lots then owned by Developer at one-half (1/2) the rate assessed against Lots owned by Owners other than Developer. This provision is not and shall not be construed as a guaranty or representation as to the level of assessment imposed under the provisions of this Article. Upon transfer of title of a Developer-owned Lot other than for purposes of completing the Work, such lands shall be assessed in the applicable amount established against other Owners, prorated as of, and commencing with, the month following the date of transfer of title.

13. Certificate of Payment. The Association or any management company engaged by the Association to handle the day-to-day operations of the Association, shall furnish to any interested Person a certificate signed by an officer of the Association, or representative of the management company, setting forth whether assessments against specific lands have been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association or the management company, as applicable, as to the status of assessments is binding on the Association as of the date of issuance.

14. Lien for Assessments. All sums assessed to any portion of the Property, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien which is hereby reserved for the benefit of the Association and which shall be enforceable through appropriate legal proceedings. The Association may record a notice of lien signed by an officer of the Association against any portion of the Property when any assessment is delinquent. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such portion of the Property when the assessment fell due. The personal obligation for delinquent

assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

15. Remedies of the Association.

a. Personal Obligation. Any assessment not paid within thirty (30) days after its due date shall be delinquent and shall bear interest from the due date, at the rate established from time to time by the Board, not to exceed the maximum lawful rate from time to time permitted under the laws of the State of Florida, nor to be less than ten percent (10%) per annum. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against the Owner's property. No Owner may waive or otherwise escape liability for the Association's assessments by nonuse of the Common Areas or by abandonment of such Lot, or for any other reason except as determined by a court of competent jurisdiction. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien, or its priority.

b. Foreclosure. The Association's lien against Lots may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees, and any assessments against his property that become due during the period of foreclosure. All such costs and expenses and assessments are secured by the lien foreclosed. The Association has the right to bid at the legal sale to acquire the property foreclosed, or to acquire such property by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such property as an owner, but for purposes of resale only.

16. Homesteads. By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge that the assessments established by this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

17. Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage, unless the Association's lien was recorded prior to the recording of the Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a First Mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that became due before such sale or transfer, unless such assessment was secured by a claim of lien for assessments that is recorded prior to recording of said First Mortgage. Any assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners (including the foreclosing First Mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such portion of the Property from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report

to any First Mortgagee any assessments remaining unpaid for more than thirty (30) days and shall give such First Mortgagee 30 days in which to cure such delinquency before instituting foreclosure proceedings, provided the First Mortgagee has given the Association written notice of its mortgage, designating by a proper legal description the portion of the Property encumbered and stating the address to which notices shall be given. Nothing herein shall be construed to impose on the First Mortgagee any duty to collect assessments.

18. CDD Assessments. The CDD was established for the purposes of financing the improvement of certain master infrastructure associated with the Project and certain portions of the Common Areas, and to maintain certain master infrastructure, portions of the Surface Water Management System, the Conservation Areas, and to provide certain other functions, from time to time, benefiting the entire Development. In connection with the establishment of the CDD, assessments and fees may be assessed against the Lots or Common Areas, in addition to those created by this Declaration and imposed by the Association. Each Owner shall pay to the CDD, or its designated representative, any assessments and fees created by the documentation establishing the CDD. In addition to any other rights that the Developer may have pursuant to this Declaration, Developer shall have the right to convey or grant easements over any Common Area to the CDD or to subject the Property, or any portion thereof, to the documents establishing the CDD. Further, the Developer shall have the right to cause the Association to enter into agreements with the CDD with respect to the maintenance of any real property or improvements constructed thereon or thereunder in which the CDD has an interest.

19. Recreation Center Assessments. Pursuant to the terms of the Amenities Center Documents, each Owner shall pay to the Amenities Association all dues, assessments, fees and other charges imposed by the Amenities Center Documents, in addition to the assessments imposed by this Declaration. In addition to any other rights that the Developer may have pursuant to this Declaration, Developer shall have the right to convey or grant easements over any Common Area to the Amenities Association for purposes of providing access to members of the Amenities Association and to enable the Amenities Association to operate and maintain the Amenities Center for the benefit of all members thereof and Lot Owners. Further, the Developer shall have the right to cause the Association to enter into agreements with the Amenities Association with respect to the maintenance of any portions of the Recreation Center as the Developer may deem reasonable and efficient.

20. Neighborhood Assessments. In addition to the Annual Maintenance Assessments, it shall be the duty of the Board annually to prepare a separate budget covering the estimated expenses to be incurred by the Association for each Neighborhood on whose behalf such expenses are expected to be incurred during the coming year at least sixty (60) days prior to the beginning of each fiscal year. The Board shall be entitled to set such budget only to the extent that this Declaration or Neighborhood Supplement or written agreement specifically authorizes the Board to assess certain costs as a Neighborhood Assessment, or the Owners of Lots in such Neighborhood authorize same by a majority vote. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Expenses incurred for the benefit of a particular Neighborhood shall be allocated equally among all Lots within the

Neighborhood(s) benefited thereby and shall be levied as a Neighborhood Assessment irrespective of the benefit as to any particular Lot. The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Lot for the coming year to be delivered to each Owner of a Lot in the benefited Neighborhood(s) at least thirty (30) days prior to the beginning of each fiscal year. Such budget and assessment shall become effective upon adoption by the Board. In addition to Neighborhood Assessments based on the budget of expenses on behalf of a Neighborhood, the Board may levy Neighborhood Assessments to cover assessments for unanticipated or unbudgeted expenses benefiting the Neighborhood. In the event the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year and each affected Owner shall pay the increase, if any, in such Neighborhood Assessment from the beginning of the year at the time the next quarterly installment is due.

ARTICLE X

ARCHITECTURAL CONTROL

1. Architectural Approval.

a. General. The Developer has reserved to itself and the Association full authority to regulate the appearance of the exterior of the Lots and the Residential Units and all other structures and improvements constructed or installed in the Property to: (i) assure harmony of external design and location in relation to surrounding buildings and topography; (ii) protect and conserve the value and desirability of the Property as a residential community; (iii) maintain, to the extent reasonably practical, the exterior appearance of the improvements and landscaping located on the Property in substantially the same appearance and condition as existed at the completion of construction of the approved Residential Units, subject to normal wear and tear that cannot be avoided by normal maintenance; and (iv) maintain compatibility of external appearance among the improvements located on the Property. Except for all construction relating to the Work and items installed by Developer as part of the Work, the Developer's prior approval is required for any and all construction of any improvements of any nature whatsoever within the Property until assigned to the Association.

The power to regulate includes the power to prohibit and require the removal (when constructed or modified without approval), of those exterior appearances, uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. All development within the Property, other than development by the Developer, shall be in accordance with the procedures, criteria and specifications set forth in the Design Review Manual, which is incorporated into this Declaration. The Developer, and following assignment to the Association, the Association may adopt, rescind, and amend reasonable rules and regulations, including the Design Review Manual (collectively, the "Architectural Criteria"), provided, that such Architectural Criteria are not contrary to the provisions of this Declaration. Notwithstanding the foregoing, an Owner shall be permitted to

construct an access ramp if a resident or occupant of the Lot has a medical necessity or disability that requires a ramp for egress and ingress, subject to compliance with applicable statutory requirements, as may be amended, and reasonable standards as may be imposed by the Developer or the Design Review Committee in accordance with the Law.

b. Assignment to Association. The Developer shall retain the right of architectural approval of Residential Units and related improvements until the first to occur of: (i) construction of a new Residential Unit on the last vacant Lot in the Property; or (ii) the effective date of a written assignment of the architectural approval rights herein reserved from Developer to the Association. The Developer may assign, and the Association shall accept, all or some of the architectural approval rights herein reserved. The Developer shall not be required to assign such rights in advance of the time set forth in this subsection, notwithstanding turnover of control of the Association and/or termination of Class B membership. Notwithstanding anything to the contrary set forth in the Legal Documents, the Design Review Manual or Regulations, initial construction and modifications to initial construction undertaken by a Builder shall not be subject to the jurisdiction of the Design Review Committee or the Association. The Developer shall retain exclusive jurisdiction and approval authority over initial construction and modifications to initial construction undertaken by a Builder, notwithstanding the occurrence of turnover of control of the Association to Class A Members.

c. Design Review Committee. The Developer and the Association (following assignment) shall appoint a standing committee identified as the Design Review Committee, composed of two (2) or more persons who need not be Owners to review and approve or deny all new improvements and all alterations, additions, renovations or reconstruction of improvements previously approved by the Developer. The Design Review Committee does not have the authority to approve matters contrary to the provisions of this Declaration or the Design Review Manual or to approve matters disapproved by the Developer. Refusal to approve any new improvements or any alterations, additions or other modifications may be based on any grounds, including purely aesthetic ones, which in the sole discretion of the Design Review Committee are deemed sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of landscaping, shall be deemed an alteration requiring approval; provided, however, that lights, flags and other decorations customary for holidays shall not require approval hereunder (but may be regulated as to quantity, nature, hours of operation, and how long they may remain in place). Since each situation is unique, in approving or disapproving requests submitted to it hereunder the Design Review Committee may vary its standards among the various portions of the Property to reflect differing characteristics. Accordingly, approval or disapproval of a request pertaining to one Lot shall not serve as precedent for a similar request from an Owner of another Lot where there are relevant characteristics distinguishing one from the other.

d. Miscellaneous. The Developer or the Association (following assignment) may establish fees to defray the costs associated with the architectural review process. No member of the Design Review Committee shall be entitled to compensation for services performed, except any professional advisor may be paid a reasonable fee approved by the Developer or the Board of the

Association, plus any actual expenses incurred in the performance of their duties. All fees and an estimation of expenses shall be paid by the applicant for approval at the time the application is submitted as hereinafter provided.

2. Applications. All applications for architectural approval must be accompanied by detailed and complete plans and specifications, including a site plan showing existing trees, exterior elevations of structures, landscaping plan, floor plan, and samples of exterior finishes and colors, all of which shall be in such detail and shall contain such items as the Developer, the Association or the Design Review Committee shall reasonably require, and in accordance with the Design Review Manual. The Developer, the Association or the Design Review Committee, as applicable, shall respond within the time and in the manner required by the Design Review Manual.

3. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association or the Design Review Committee, neither the Developer, the Association, the Board, the Professional Advisor or members of the Design Review Committee shall be liable to an Owner or to any other Person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other Person arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether granted or denied. Architectural approvals shall not be deemed to be a representation or opinion as to compliance with applicable zoning and building code requirements, or that the proposed improvements have been properly designed or constructed or that they are fit for their intended purpose.

ARTICLE XI

CONNECTED COMMUNITY

1. Connected Community. The Association is authorized and empowered to enter into agreements or to assume agreements with the providers of intranet, Internet, cable television and radio telecommunications, and/or other services for the Lots and the Common Areas within the Property. The Association is also authorized and empowered to lease or otherwise allow the occupancy of portions of the Common Areas by such service providers for the installation of equipment and operation of such services with or without the payment of consideration. The cost of such services is deemed to be a Common Expense and shall be added to the Association's annual budgets as a Services Assessment against each Lot. Each Owner by acceptance of the deed to his Lot, subject to the terms of the Declaration, shall be deemed to have acknowledged the benefits to his Lot derived from any such agreement and to pay all charges thereunder applicable to his Lot. EACH OWNER'S ASSESSMENTS SHALL INCLUDE A SPECIFIED MONTHLY CHARGE TO EACH LOT FOR THE FEES CHARGED TO THE ASSOCIATION FOR CABLE TELEVISION SERVICE, PURSUANT TO ANY BULK AGREEMENT WITH THE ASSOCIATION, WHETHER OR NOT ANY OWNER ELECTS TO USE SUCH SERVICES. The provision of additional premium services to each Lot shall be determined by each individual Owner, and the cost of such additional premium services shall be borne directly by such individual Owner. If any service

contract entered into does not provide for bulk services, then the scope and cost for services to be provided to each Lot shall be determined by each individual Owner, and the cost thereof shall be borne directly by such individual Owner.

2. Easements. Developer and the Association reserve the right to grant, blanket and specific easements to any provider of services in any Common Area for installation and maintenance of the associated system. Such providers shall also have the right to use such easement areas dedicated for utilities as permitted by the Developer or the Association, from time to time. To the extent that any easements for the installation and maintenance of facilities are required over any Lot to provide cable television service to the Residential Unit to be constructed on such Lot, then the Builder of such Lot shall grant to the service provider with whom the Developer or the Association has entered into a written agreement any such easements as are reasonably required by such provider.

3. Performance. The Association shall not be responsible or liable for the performance or non-performance of such service providers, but shall use reasonably diligent efforts to enforce adequate performance under such agreement for the benefit of the Owners.

4. Incentives. Any access fee, per Lot fee or other incentive paid by any provider of intranet, internet, television and radio telecommunications, and/or other services for the Lot shall be retained by the Developer. The Association, and each Owner have no interest therein, and each waives any claim to such fees or incentives.

ARTICLE XII

OPERATION AND EXTENSION

1. Developer's Additions.

a. General. Developer shall have the right, but not the obligation, to bring within the scope of this Declaration, as Additional Property, additional land lying in the vicinity of the Property at any time within twenty (20) years from the date this Declaration is recorded, which annexation may be accomplished without the consent of the Association, the Owners, or any mortgagee or other lien holder; provided such additional properties and the Owner or Owners thereof other than the Developer shall become, upon their inclusion within the Property, subject to assessments for Association expenses.

b. Supplemental Declaration. The addition of property to this Declaration shall be made and evidenced by filing in the Public Records a Supplemental Declaration with respect to the Additional Property to be added. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to this Declaration and extending the jurisdiction of the Association to the Additional Property. In addition, such Supplemental Declaration may contain such additions to or modifications of the provisions of this Declaration, including modifications in the method or rate of

assessment for common expenses, which may be applicable to the Additional Property and as may be necessary or desirable to reflect the different character, if any, of the Additional Property that is subject to the Supplemental Declaration, provided that all such modifications are reasonably consistent with the common scheme for development set forth in the Declaration and in the Master Plan. Such Supplemental Declaration shall become effective upon being recorded in the Public Records. Upon the recordation of any Supplemental Declaration, the Owners shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Areas, if any, within the Additional Property and an obligation to contribute to the cost of operating, maintaining and insuring the additional Common Areas.

c. Additional Declarations. Developer reserves the right, as the Property is developed and offered for sale, to subject portions thereof to additional specific covenants and restrictions which apply only to each portion as defined and described in each such set of additional covenants and restrictions. Such additional covenants may also provide for additional property owners' associations having administrative responsibility and control over certain portions of the Property. All such additional covenants and restrictions shall be reasonably consistent with the common scheme of development set forth in this Declaration and in the Master Plan.

2. Other Extensions. The extension of the provisions of this Declaration to any lands other than as set forth above requires the approval of two-thirds (2/3) of each class of the Members of the Association. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and the Owners of all interests in lands to which the provisions of this Declaration are extended with the formalities from time to time required for a deed under the laws of the State of Florida.

ARTICLE XIII

GENERAL PROVISIONS

1. Enforcement.

a. Legal Proceedings. The Developer, the Association, or any Lot Owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents; subject, however, to any mandatory procedural limitations set forth in Section 720.311, Florida Statutes, as may be amended. If the Association or the Developer is the prevailing party in any litigation involving the Legal Documents or any of the Regulations, or if any Owner obtains the enforcement of any provision of the Legal Documents against any Owner, other than Developer or the Association, then such party may recover all costs and expenses, including reasonable attorneys' fees incurred in trial and appellate proceedings from such non-prevailing Owner. In no event may such costs and expenses be recovered against the Association or Developer, unless otherwise required by Law. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's Lot, as provided in Article IX. If any Owner or class of

Owners is a prevailing party against any other Owner or class of Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board.

b. No Waiver. Failure by the Developer, the Association or by any Owner to enforce any covenant, restriction, Regulation will not constitute a waiver of the right to do so at any time, nor shall such failure to enforce create any liability for the Developer or the Association to any Owner or any other Person.

c. Agency Enforcement. Notwithstanding any other provisions contained elsewhere in this Declaration, SFWMD and the ACOE shall have the rights and powers enumerated in this paragraph. SFWMD and the ACOE shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System and/or jurisdictional lands subject to the regulation of SFWMD and/or the ACOE. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by SFWMD and/or the ACOE, as applicable. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System and the permits must be either retained by the CDD, to the extent it is already the party responsible therefor, or assigned to and accepted by an entity approved by SFWMD and the ACOE, as applicable.

d. Enforcement of Laws. The Association is not empowered, and has not been created, to act as an agency which enforces or ensures compliance with the Law, or the prevention of tortious activities.

2. Term and Renewal. The provisions of this Declaration shall run with and be binding on the Property, and all other lands to which it may hereafter be extended as provided herein, and shall be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, and assigns and shall inure to the benefit of and be enforceable by the Developer, the Association or any Owner, their respective heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten years each, unless sixty-seven percent (67%) of the then Owners elect not to reimpose them as evidenced by an instrument executed by such Owners and recorded during the six (6) months immediately preceding the beginning of any renewal period.

3. Amendment.

a. Developer. The Developer reserves and shall have the sole right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend this Declaration to comply with any requirements of a governmental agency, institutional First Mortgagee, or other person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; (ii) to amend this

Declaration or the other Legal Documents to cure any ambiguity or error or any inconsistency between these provisions and the other Legal Documents, a Plat, the Master Plan, or the Zoning Resolution; (iii) to comply with the requirements of law or any governmental permit or approval applicable to the Property; or (iv) otherwise in Developer's discretion for the benefit of all Owners in completing the Project in the manner deemed advisable by Developer.

b. Owners. Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended by the Association with the formalities from time to time required of a deed under the laws of the State of Florida and approved by not less than sixty-seven percent (67%) of the total voting interests of all Owners. No amendment shall be effective until recorded.

c. Surface Water Management System. Any amendment to this Declaration which alters the Surface Water Management System, beyond maintenance in its original condition, including the water management portions of the common property, must have prior written approval of the SFWMD.

4. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" have the same effect as the use of the term "shall". Wherever any time period is measured in days, if any such time period expires on a Saturday, Sunday, or national bank holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or national bank holiday. The terms "Lot" and "Property" mean all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply or enforce any substantive provisions. The provisions of this Section apply to the interpretation, construction, application, and enforcement of all the Legal Documents.

5. Reservation of Right to Release Restrictions. Subject to applicable zoning regulations, in each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any set-back or easement area or the Common Area, or otherwise violates this Declaration, Developer reserves for itself the right to release the portion of the Property from the encroachment and to grant an exception to the requirements of this Declaration without the consent or joinder of any Person irrespective of who owns the affected lands, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception to an Owner, the exception granted shall be binding upon all subsequent Owners of the affected Lots.

6. Rights of First Mortgagees. Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights:

a. Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Legal Documents and Regulations and the books, records, and financial statements of the Association; and

b. Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and

c. Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

d. Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Legal Documents. Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving written notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its First Mortgage; (ii) any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Lot encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of any insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

7. Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted or enforced to prevent Developer, a Builder, or their respective contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property or Lots owned or controlled by Developer or such Builder whatever it or they determine to be necessary, convenient, or desirable to complete the Work or the construction of Residential Units as applicable. The foregoing includes the right for Developer, Builders, and any Person designated by Developer in writing to construct and use signs, construction trailers, dumpsters, buildings, model units, design centers, and offices for sales and resales of Lots and Residential Units. Notwithstanding the foregoing to the contrary, Builders shall be required, in the exercise of any of the foregoing rights, to comply with applicable provisions of the Design Review Manual. This provision may not be amended without the consent of the Developer.

8. Security. Developer or the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than they otherwise might be. NEITHER THE ASSOCIATION OR DEVELOPER, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, HOWEVER, AND NEITHER THE ASSOCIATION, NOR THE DEVELOPER, SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD AND DEVELOPER DO NOT REPRESENT OR WARRANT THAT (A) ANY FIRE PROTECTION SYSTEM, ELECTRONIC MONITORING SYSTEM, GATEHOUSE OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DEVELOPER OR THE DESIGN REVIEW COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, (B) THAT ANY FIRE PROTECTION OR ELECTRONIC MONITORING SYSTEMS, GATEHOUSE OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, OR (C) THAT FIRE PROTECTION OR ELECTRONIC MONITORING SYSTEMS, GATEHOUSE OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, AND DEVELOPER ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO HOMES AND TO THE CONTENTS OF HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, AND DEVELOPER, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR ELECTRONIC MONITORING SYSTEMS, GATEHOUSES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

9. Assignment. Developer may assign to any Person, including Builders and persons engaged in the business of constructing improvements on Lots for resale purposes, all or some of the rights, privileges and exemptions granted herein to Developer in connection with the ownership, use, or development of a portion of the Property including by way of example the rights, privileges and exemptions described in Section 7 hereof. Any such assignment shall be non-exclusive unless otherwise noted, and shall be effective only for so long as such right, privilege or exemption would inure to the benefit of Developer. The rights granted under Section 7 and this Section 9 shall not result in a Builder being deemed a successor Developer unless so designated in writing by Developer.

10. Severability. Invalidation of any provision of the Legal Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Legal Documents when necessary to avoid a finding of invalidity while effectuating Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

11. Notices. Any notice required to be sent to any Owner, or the Developer under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as the Owner on either the records of the Association or the Public Records at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

12. Independent Builders. The Property is a master-planned community being developed by the Developer. The individual buildings constructed within the Property may be constructed by the Developer, Builders or others who are independent contractors who purchase unimproved Lots from the Developer. If a building is constructed by a person or entity other than the Developer, the Developer shall have no liability whatsoever for such builder's activities, whether direct or indirect, including, without limitation, marketing or construction of the building or actions of any principal, officer, trustee, partner, agent or subcontractor.

13. Notice of Transfer of Lot. In the event that any Owner (other than the Developer) desires to sell or otherwise transfer title to his or her Lot (by sale, gift or judicial decree) such Owner shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. Until such written notice is received by the Board and the contribution required by Article IX, Section 7 hereof is paid in full, the transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner of the Lot, including payment of all Assessments, notwithstanding the transfer of title to the Lot.

14. Documents to Grantees. All Lot Owners shall be obligated to deliver the documents originally received from the Developer (or copies thereof, which may be obtained from the Association) containing this Declaration, Supplements and all other declarations and documents, to any grantee of such Owners. Copies may be acquired from the Association upon payment of a reasonable reproduction fee.

ARTICLE XIV

DEVELOPER'S RIGHTS

1. General. Developer shall have the rights and entitlements set forth in this Article, notwithstanding anything contained in this Declaration to the contrary, and none of the provisions of

this Article shall be deemed to limit any provisions of the Declaration which are broader than those set forth in this Article.

2. Master Plan. Developer reserves the right to modify the Master Plan at any time, and from time to time, as it deems desirable in its sole discretion, and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TYPOGRAPHICAL TABLES, SALES BROCHURES OR OTHER PAPERS WITH RESPECT TO THE PROJECT, NONE OF WHICH CONSTITUTE A GUARANTY OF HOW THE PROJECT WILL APPEAR UPON COMPLETION. DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

3. Limitation on Board Actions. Prior to and after Turnover, and until conveyance of the last Lot to be contained within the Project by Developer or a Builder to retail purchasers, the Board shall have no authority to, and shall not, without the written consent of Developer, which may be withheld for any or no reason whatsoever, undertake any action which shall: (a) prohibit, restrict or interfere with, in any manner, the development, sales and marketing program of Developer or any Builder or the leasing activities of Developer or any Builder; (b) decrease the level of maintenance services of the Association existing immediately prior to Turnover; (c) make any special assessment against, or impose any fine upon, Developer or any portions of the Property owned by Developer; (c) change the membership of the Design Review Committee or diminish its powers as stated herein; (d) alter or amend the Legal Documents in any manner that affects the Developer's or any Builder's rights; (e) terminate or waive any rights of the Association under this Declaration; (f) convey, lease, mortgage, alienate or pledge any easements or Common Area or Common Maintenance Areas of the Association, except for sale of personal property such as furniture, fixtures and equipment or replacements of such items consumed or worn out; (g) accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association; (h) terminate or cancel any easements granted hereunder or by the Association; (i) terminate or impair in any fashion any easements, powers or rights of Developer hereunder; (j) restrict Developer's right to use, access and enjoy any of the Property; (k) cause the Association to default on any of its obligations under any contract or this Declaration; (l) cause the merger, consolidation, or dissolution of the Association; or (m) extend the provisions of this Declaration to lands other than the Property.

4. Golf Memberships.

a. Honorary Memberships. The Developer may cause the Association to issue ten (10) honorary memberships to use the Club Facilities and the roadways within the Property reasonably necessary to obtain access to and use of the Club Facilities to persons designated by the Developer from time to time. Honorary members, their families and guests shall have the same rights to use the Club Facilities as Class A Members except that honorary members shall have no voting rights. Honorary members shall not be required to pay any membership contribution, initial fee, or Assessments to the Association. Honorary members shall pay the same user charges and fees as paid

by Class A Members, such as golf cart fees. Honorary memberships shall be surrendered to the Developer for designation of a new beneficial user upon the earlier of: (i) the death or resignation of both the honorary member and his or her spouse, or (ii) receipt of written notice from the Developer. The Developer's ability to designate honorary members shall survive Turnover and continue for so long as the Club Facilities exist.

IN WITNESS WHEREOF, Developer has executed this Declaration the date first stated above.

Witnesses:

HAWK'S HAVEN GOLF COURSE
COMMUNITY DEVELOPERS, LLC
a Delaware limited liability company

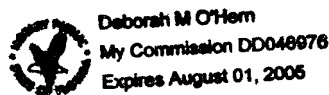
Amanda K. Cortes
Printed Name: Amanda K. Cortes

Deborah M. O'Hern
Printed Name: DEBORAH M. O'HERN

By: [Signature]
James P. Harvey, Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of JULY, 2005, by James P. Harvey, as Vice President of Hawk's Haven Golf Course Community Developers, LLC, a Delaware limited liability company, on behalf of said company. He is personally known to me or has produced _____ (type of identification) as identification.



(NOTARY SEAL)

[Signature]
Notary Public, State of Florida

Printed Name: _____

My Commission Expires:

JOINDER OF ASSOCIATION

The undersigned hereby joins in this Declaration, this 7th day of July, 2005.

Witnesses:

RIVER HALL COUNTRY CLUB
HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

Kevin McKeaton
Printed Name: Kevin McKeaton

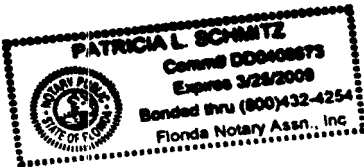
Marylyn Dimes
Printed Name: Marylyn Dimes

By: Graydon E. Miars
Graydon E. Miars, President

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 7 day of July, 2005, by Graydon E. Miars, the President of River Hall Country Club Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the association. He is personally known to me or has produced _____ as identification.

Patricia L. Schmitz
Notary Public, State of Florida
PATRICIA L SCHMITZ
Print Name
My Commission Expires:



JOINDER OF CDD

The undersigned hereby joins in this Declaration, this 7th day of July, 2005.

Witnesses:

RIVER HALL COMMUNITY
DEVELOPMENT DISTRICT,
a special purpose unit of local government

Kevin deKytow

Printed Name: Kevin deKytow

Marlyndrea

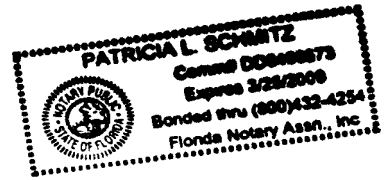
Printed Name: Marlyndrea

By: Graydon E. Miars
Graydon E. Miars, Chairman
of the Board of Supervisors

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 7 day of July, 2005, by Graydon E. Miars, the Chairman of the Board of Supervisors of River Hall Community Development District, a special purpose unit of local government, on behalf of the CDD. He is personally known to me or has produced _____ as identification.

Patricia L. Schmitz
Notary Public, State of Florida
PATRICIA L SCHMITZ
Print Name
My Commission Expires:



EXHIBITS

- Exhibit A - The Property
- Exhibit B - Articles
- Exhibit C - Bylaws
- Exhibit D - Potential Lands to be Annexed

EXHIBIT A

DESCRIPTION
RIVER HALL COUNTRY CLUB, PHASE ONE

Parcel in
 Sections 26, 27, 34, 35 and 36, Township 43 South, Range 26 East
 Lee County, Florida

A tract or parcel of land lying in Sections 26, 27, 34, 35 and 36, Township 43 South, Range 26 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

Beginning at the Northeast Corner of said Section 35 run N89°12'44"E along the North line of the Northwest Quarter (NW 1/4) of Section 36 for 309.05 feet to a point on a non-tangent curve; thence run easterly along an arc of curve to the left of radius 412.00 feet (delta 35°50'34") (chord bearing S77°00'55"E) (chord 253.56 feet) for 257.74 feet to a point of reverse curvature; thence run easterly along an arc of curve to the right of radius 88.00 feet (delta 54°01'55") (chord bearing S67°55'14"E) (chord 79.95 feet) for 82.99 feet; thence run N47°21'24"E for 137.02 feet to an intersection with said North line of the Northwest Quarter (NW 1/4) of Section 36; thence run N89°12'44"E along said North line for 62.34 feet to a point on a non-tangent curve; thence run southeasterly along an arc of curve to the right of radius 275.00 feet (delta 07°38'11") (chord bearing S29°33'44"E) (chord 36.63 feet) for 36.65 feet to a point of compound curvature; thence run southeasterly along an arc of curve to the right of radius 475.00 feet (delta 05°29'39") (chord bearing S22°59'49"E) (chord 45.53 feet) for 45.55 feet; thence run N69°45'00"E along a radial line for 137.00 feet to a point on a non-tangent curve; thence run northerly along an arc of curve to the left of radius 612.00 feet (delta 02°52'02") (chord bearing N21°41'01"W) (chord 30.62 feet) for 30.63 feet to an intersection with said North line of the Northwest Quarter (NW 1/4) of Section 36; thence run N89°12'44"E along said North line for 371.33 feet to a point on a non-tangent curve; thence run southerly along an arc of curve to the left of radius 462.00 feet (delta 09°08'41") (chord bearing S14°34'20"W) (chord 73.66 feet) for 73.74 feet; thence run S80°00'00"E along a radial line for 137.00 feet to a point on a non-tangent curve; thence run northerly along an arc of curve to the right of radius 325.00 feet (delta 18°11'59") (chord bearing N19°05'59"E) (chord 102.80 feet) for 103.23 feet to an intersection with said North line of the Northwest Quarter (NW 1/4) of Section 36; thence run N89°12'44"E along said North line for 58.86 feet to a point on a non-tangent curve; thence run southwesterly along an arc of curve to the left of radius 275.00 feet (delta 03°48'11") (chord bearing S32°15'06"W) (chord 18.25 feet) for 18.25 feet; thence run S59°39'00"E along a radial line for 138.00 feet to a point on a non-tangent curve; thence run southerly along an arc of curve to the left of radius 137.00 feet (delta 31°08'31") (chord bearing S14°46'45"W) (chord 73.55 feet) for 74.46 feet to a point on tangency; thence run S00°47'31"E for 175.70 feet to a point of curvature; thence run southerly along an arc of curve to the right of radius 563.00 feet (delta 36°15'27") (chord bearing S17°20'13"W) (chord 350.36 feet) for 356.27 feet to a point of reverse curvature; thence run southwesterly along an arc of curve to the left of radius 637.00 feet (delta 14°12'11") (chord bearing S28°21'50"W) (chord 157.50 feet) for 157.91 feet to a point of tangency; thence run S21°15'45"W for 124.09 feet to a point of curvature; thence run southwesterly along an arc of curve to the right of radius 463.00 feet (delta 22°40'27") (chord bearing S32°35'59"W) (chord 182.03 feet) for 183.23 feet to a point of tangency; thence run S43°56'12"W for 105.77 feet to a point of curvature; thence run southerly along an arc of curve to the left of radius 137.00 feet (delta 49°09'31") (chord bearing S19°21'27"W) (chord 113.97 feet) for 117.54 feet to a point of tangency; thence run S05°13'18"E for 56.41 feet; thence run S10°51'00"E for 162.56 feet to a point on a non-tangent curve; thence run southeasterly along an arc of curve to the right of radius 850.00 feet (delta 91°21'56") (chord bearing S45°12'49"E) (chord 1,216.32 feet) for 1,355.43 feet to a point of tangency; thence run S00°28'09"W for 75.97 feet; thence run N89°31'51"W for 80.00 feet; thence run N00°28'09"E for 75.97 feet to a point of curvature;

DESCRIPTION (Cont.)

thence run northwesterly along an arc of curve to the left of radius 770.00 feet (delta $95^{\circ}41'28''$) (chord bearing $N47^{\circ}22'34''W$) (chord 1,141.66 feet) for 1,286.00 feet to a point of tangency; thence run $S84^{\circ}46'42''W$ for 330.65 feet to a point of curvature; thence run westerly along an arc of curve to the right of radius 1,040.00 feet (delta $19^{\circ}56'36''$) (chord bearing $N85^{\circ}15'01''W$) (chord 360.17 feet) for 362.00 feet; thence run $S14^{\circ}43'17''W$ along a radial line for 105.29 feet to a point on a non-tangent curve; thence run southerly along an arc of curve to the left of radius 125.00 feet (delta $172^{\circ}19'46''$) (chord bearing $S04^{\circ}14'08''E$) (chord 249.44 feet) for 375.96 feet to a point of tangency; thence run $N89^{\circ}35'58''E$ for 198.00 feet to a point of curvature; thence run easterly along an arc of curve to the right of radius 220.00 feet (delta $25^{\circ}28'22''$) (chord bearing $S77^{\circ}39'51''E$) (chord 97.01 feet) for 97.81 feet to a point of compound curvature; thence run southeasterly along an arc of curve to the right of radius 70.00 feet (delta $84^{\circ}45'03''$) (chord bearing $S22^{\circ}33'08''E$) (chord 94.36 feet) for 103.54 feet to a point of tangency; thence run $S19^{\circ}49'24''W$ for 46.50 feet to a point of curvature; thence run southwestwardly along an arc of curve to the right of radius 50.00 feet (delta $71^{\circ}28'28''$) (chord bearing $S55^{\circ}33'38''W$) (chord 58.41 feet) for 62.37 feet to a point of reverse curvature; thence run southwestwardly along an arc of curve to the left of radius 75.00 feet (delta $80^{\circ}54'45''$) (chord bearing $S50^{\circ}50'29''W$) (chord 97.33 feet) for 105.91 feet to a point of tangency; thence run $S10^{\circ}23'07''W$ for 72.20 feet to a point on a non-tangent curve; thence run southwestwardly along an arc of curve to the right of radius 195.00 feet (delta $196^{\circ}12'03''$) (chord bearing $S53^{\circ}31'14''W$) (chord 386.11 feet) for 667.75 feet to a point of reverse curvature; thence run northwesterly along an arc of curve to the left of radius 85.00 feet (delta $26^{\circ}45'56''$) (chord bearing $N41^{\circ}45'43''W$) (chord 39.35 feet) for 39.71 feet to a point of tangency; thence run $N55^{\circ}08'41''W$ for 77.86 feet to a point of curvature; thence run westerly along an arc of curve to the left of radius 210.00 feet (delta $29^{\circ}39'53''$) (chord bearing $N69^{\circ}58'38''W$) (chord 107.52 feet) for 108.73 feet to a point of tangency; thence run $N84^{\circ}48'34''W$ for 277.90 feet to a point of curvature; thence run westerly along an arc of curve to the right of radius 365.00 feet (delta $27^{\circ}33'58''$) (chord bearing $N71^{\circ}01'35''W$) (chord 173.92 feet) for 175.61 feet to a point of reverse curvature; thence run westerly along an arc of curve to the left of radius 95.00 feet (delta $79^{\circ}19'52''$) (chord bearing $S83^{\circ}05'28''W$) (chord 121.28 feet) for 131.54 feet to a point of reverse curvature; thence run northerly along an arc of curve to the right of radius 195.00 feet (delta $228^{\circ}45'13''$) (chord bearing $N22^{\circ}11'51''W$) (chord 355.23 feet) for 778.54 feet to a point of reverse curvature; thence run northeasterly along an arc of curve to the left of radius 95.00 feet (delta $79^{\circ}19'52''$) (chord bearing $N52^{\circ}30'50''E$) (chord 121.28 feet) for 131.54 feet to a point of reverse curvature; thence run northeasterly along an arc of curve to the right of radius 365.00 feet (delta $25^{\circ}08'17''$) (chord bearing $N25^{\circ}25'02''E$) (chord 158.86 feet) for 160.14 feet to a point of tangency; thence run $N37^{\circ}59'11''E$ for 482.37 feet to a point on a non-tangent curve; thence run northeasterly along an arc of curve to the right of radius 355.00 feet (delta $12^{\circ}02'35''$) (chord bearing $N29^{\circ}42'27''E$) (chord 74.48 feet) for 74.62 feet to a point of tangency; thence run $N35^{\circ}43'44''E$ for 42.40 feet to a point on a non-tangent curve; thence run northwesterly along an arc of curve to the right of radius 1,040.00 feet (delta $15^{\circ}32'44''$) (chord bearing $N34^{\circ}25'11''W$) (chord 281.31 feet) for 282.17 feet to a point of tangency; thence run $N26^{\circ}38'49''W$ for 433.02 feet to a point of curvature; thence run westerly along an arc of curve to the left of radius 510.00 feet (delta $109^{\circ}54'08''$) (chord bearing $N81^{\circ}35'53''W$) (chord 835.04 feet) for 978.26 feet to a point of tangency; thence run $S43^{\circ}27'03''W$ for 1,601.59 feet to a point of curvature; thence run southerly along an arc of curve to the left of radius 560.00 feet (delta $46^{\circ}44'51''$) (chord bearing $S20^{\circ}04'37''W$) (chord 444.33 feet) for 456.90 feet to a point of tangency; thence run $S03^{\circ}17'48''E$ for 527.87 feet; thence run $S86^{\circ}42'12''W$ along a line radial of the following curve for 80.00 feet to a point on a non-tangent curve; thence run southeasterly along an arc of curve to the left of radius 440.00 feet (delta $40^{\circ}02'00''$) (chord bearing $S23^{\circ}18'48''E$) (chord 301.22 feet) for 307.43 feet; thence run $S65^{\circ}12'55''W$ along a non-tangent line for 304.89 feet;

DESCRIPTION (Cont.)

thence run N42°37'45"W for 4.29 feet to a point of curvature; thence run westerly along an arc of curve to the left of radius 511.00 feet (delta 53°03'18") chord bearing N69°09'24"W)(chord 456.45 feet) for 473.18 feet to a point of tangency; thence run S84°18'57"W for 92.74 feet to a point of curvature; thence run westerly along an arc of curve to the right of radius 340.00 feet (delta 45°17'38") (chord bearing N73°02'14"W)(chord 261.84 feet) for 268.78 feet to a point of tangency; thence run N50°23'25"W for 72.19 feet to a point of curvature; thence run westerly along an arc of curve to the left of radius 1,060.00 feet (delta 42°49'43") (chord bearing N71°48'16"W)(chord 774.03 feet) for 792.35 feet; thence run N27°42'22"E along a non-tangent line for 143.13 feet; thence run N44°31'05"E along the Easterly line of Conservation Easement CE-11, described in a deed recorded in Official Record Book 3492, at Page 568, Lee County Records for 98.50 feet; thence run N56°09'54"E along said Easterly line for 41.84 feet; thence run S81°28'11"E along said Easterly line for 45.51 feet; thence run S45°49'22"E along said Easterly line for 53.51 feet; thence run N63°13'10"E along said Easterly line and then extension thereof for 321.49 feet; thence run N30°49'51"E for 249.11 feet to a point of curvature; thence run northeasterly along an arc of curve to the right of radius 220.00 feet (delta 52°51'01") (chord bearing N57°15'21"E)(chord 195.81 feet) for 202.93 feet; thence run N42°51'02"E along a non-tangent line for 151.65 feet to a point on said Easterly line of said Conservation easement; thence run N01°46'45"W along said Easterly line for 128.83 feet; thence run N29°53'23"W along said Easterly line for 105.07 feet; thence run N19°19'23"W along said Easterly line and the extension thereof for 164.33 feet; thence run N35°15'55"W for 280.67 feet; thence run N54°44'05"E for 62.76 feet to a point of curvature; thence run northeasterly along an arc of curve to the left of radius 275.00 feet (delta 37°18'58") (chord bearing N36°04'36"E)(chord 175.96 feet) for 179.10 feet; thence run N01°26'15"W along a non-tangent line for 119.11 feet to a point on said Easterly line; thence run S89°41'00"W along said Easterly line for 44.92 feet to a point on a non-tangent curve; thence run northwesterly along an arc of curve to the left of radius 580.00 feet (delta 20°04'37") (chord bearing N60°42'11"W) (chord 202.20 feet) for 203.24 feet to a point of reverse curvature; thence run northwesterly along an arc of curve to the right of radius 470.00 feet (delta 23°02'27") (chord bearing N59°13'16"W) (chord 187.73 feet) for 189.00 feet to a point of reverse curvature; thence run westerly along an arc of curve to the left of radius 700.00 feet (delta 48°28'37") (chord bearing N71°56'21"W) (chord 574.75 feet) for 592.26 feet to a point of tangency; thence run S83°49'20"W for 247.09 feet to a point of curvature; thence run southwesterly along an arc of curve to the left of radius 300.00 feet (delta 41°00'25") (chord bearing S63°19'08"W)(chord 210.16 feet) for 214.71 feet to a point of tangency; thence run S42°48'55"W for 86.85 feet to a point of curvature; thence run westerly along an arc of curve to the right of radius 313.00 feet (delta 132°03'02") (chord bearing N71°09'34"W)(chord 571.99 feet) for 721.38 feet to a point of tangency; thence run N05°08'03"W for 142.76 feet; thence run N38°34'30"W for 22.21 feet; thence run S86°31'29"W for 81.40 feet to a point of curvature; thence run westerly along an arc of curve to the right of radius 310.00 feet (delta 43°01'09") (chord bearing N71°57'56"W)(chord 227.33 feet) for 232.76 feet to a point of tangency; thence run N50°27'22"W for 226.84 feet to a point of curvature; thence run northwesterly along an arc of curve to the left of radius 250.00 feet (delta 31°27'37") (chord bearing N66°11'10"W)(chord 135.55 feet) for 137.27 feet to a point of tangency; thence run N81°54'58"W for 212.22 feet to a point of curvature; thence run westerly along an arc of curve to the left of radius 290.00 feet (delta 40°00'56") (chord bearing S78°04'34"W)(chord 198.45 feet) for 202.54 feet to a point of reverse curvature; thence run westerly along an arc of curve to the right of radius 374.00 feet (delta 31°56'56") (chord bearing S74°02'33"W) (chord 205.86 feet) for 208.55 feet to a point of tangency; thence run N89°58'59"W for 41.35 feet to a point of curvature;

DESCRIPTION (Cont.)

thence run westerly along an arc of curve to the left of radius 277.00 feet (delta 12°33'46") (chord bearing S83°44'09"W)(chord 60.61 feet) for 60.73 feet to a point of tangency; thence run S77°27'16"W for 12.39 feet to a point of curvature; thence run westerly along an arc of curve to the right of radius 223.00 feet (delta 12°33'46") (chord bearing S83°44'09"W)(chord 48.80 feet) for 48.89 feet to a point of tangency; thence run N89°58'59"W for 79.52 feet to a point of curvature; thence run westerly along an arc of curve to the right of radius 198.00 feet (delta 09°48'12") (chord bearing N85°04'53"W)(chord 33.84 feet) for 33.88 feet to a point of reverse curvature; thence run westerly along an arc of curve to the left of radius 190.00 feet (delta 09°48'12") (chord bearing N85°04'53"W) (chord 32.47 feet) for 32.51 feet to a point of tangency; thence run N89°58'59"W for 261.37 feet; thence run N00°01'01"E for 129.00 feet; thence run N89°58'59"W for 8.21 feet; thence run N00°01'01"E for 20.16 feet; thence run N61°25'03"W along the Westerly line of Conservation Easement CE-10, described in a deed recorded in Official Record Book 3492, at Page 568, Lee County Records for 89.36 feet; thence run N38°28'34"W along said Westerly line for 343.15 feet; thence run N00°59'52"W for 100.00 feet to an intersection with the North line of the South 50 feet of the former Seaboard All Florida Railroad (100 feet wide) and Florida Power & Light Co. Easement (100 feet wide), described in a deed recorded in Deed Book 230, at Page 106, Lee County Records; thence run N89°00'08"E along said North line for 6146.18 feet to an intersection with the West line of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 26; thence run S00°23'46"E along the West line of said Fraction for 576.48 feet of the Southwest Corner of said Fraction; thence run N89°14'15"E along the South line of said Fraction for 1327.50 feet to the POINT OF BEGINNING.
Containing 296.62 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/90 adjustment) and are based on the North line of the Northwest Quarter (NW 1/4) of said Section 36 to bear N89°12'44"E.

Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

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EXHIBIT "B"



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

August 16, 2005

RIVER HALL COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.
2202 N WEST SHORE BLVD SUITE 125
TAMPA, FL 33607

The Articles of Incorporation for RIVER HALL COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC. were filed on August 11, 2005, and assigned document number N05000008293. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H05000192859.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Justin M Shivers
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 005A00051918

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of RIVER HALL COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on August 11, 2005, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H05000192859. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N05000008293.

Authentication Code: 005A00051918-081505-N05000008293-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Sixteenth day of August, 2005



Glenda E. Hood
Glenda E. Hood
Secretary of State

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DONNA J. FELDMAN, PA

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**ARTICLES OF INCORPORATION
OF
RIVER HALL COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.**

The undersigned resident of the State of Florida, for the purpose of forming a corporation not for profit under Chapters 617 and 720 of the laws of the State of Florida, hereby certifies:

ARTICLE I

NAME

The name of this corporation is "River Hall Country Club Homeowners Association, Inc.," called the "Association" in these Articles.

ARTICLE II

OFFICE AND REGISTERED AGENT

The Association's principal office and mailing address is located at 2202 N. West Shore Boulevard, Suite 125, Tampa, Florida 33607. CT Corporation System, who maintains a business office at 1200 South Pine Island Road, Plantation, Florida 33324, is hereby appointed the initial registered agent of the Association. Both the Association's registered office and registered agent may be changed from time to time as provided by law.

Agent Acceptance:

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

CT CORPORATION SYSTEM

By: _____

CONNIE BRYAN
SPECIAL ASSISTANT SECRETARY

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to its members. It is formed to promote the health, safety, and general welfare of the residents within all or any portion of that tract of land located in Lee County, Florida, which is described in and made subject to the provisions of that Declaration of Covenants and Restrictions for River Hall Country Club recorded in the Public Records of Lee County, Florida, as amended from time to time (the "Declaration") and any additions

to such lands as hereafter may be brought within the Association's jurisdiction in the manner provided in the Declaration. Without limitation, this Association is empowered to:

1. **Declaration Powers.** Exercise all rights, powers, and privileges, and perform all duties of the Association from time to time set forth in the Declaration, including the right to enforce all of the provisions of the Declaration pertaining to the Association in its own name, including without limitation, enforcement of the provisions relating to the operation and maintenance of the Surface Water Management System.
2. **Property.** Own, hold, improve, operate, maintain, sell, lease, transfer, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs.
3. **Assessments.** Adopt budgets and levy, collect, and enforce by any lawful procedure all charges or assessments established by, or pursuant to, the Declaration, including adequate assessment of fees for the costs of operation and maintenance of the Surface Water Management System and assessments for services or materials for the benefit of Owners or the Property for which the Association has contracted with third party providers.
4. **Costs.** Use the proceeds collected from assessments to pay all costs, expenses, and obligations lawfully incurred in connection with the Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against the Association's property.
5. **Maintenance.** Maintain, manage, repair, replace and operate all the Common Areas and Common Maintenance Areas, including but not limited to portions of the street right-of-ways, the Surface Water Management System, the Club Facilities and all associated facilities. The Association shall operate, maintain and manage the Surface Water Management System in a manner consistent with the South Florida Water Management District ("SFWMD") permit requirements and applicable SFWMD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the maintenance of the Surface Water Management System.
6. **Reconstruction.** Reconstruct improvements after casualty and construct further improvements to the Common Areas.
7. **Borrowings.** Borrow money and, with the approval of two-thirds (2/3) of each class of Members (and the Developer for so long as the Developer is a Member) or as otherwise permitted by the Declaration, mortgage, pledge, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

8. **Reorganizations.** Participate in mergers and consolidations with other nonprofit corporations organized for similar purposes, with approval of two-thirds (2/3) of each class of Members.
9. **Regulations.** From time to time adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and the Common Areas, including, without limitation, the Club Facilities, consistent with the rights and duties established by the Declaration.
10. **Contract.** Contract with others for performance of the Association's management and maintenance responsibilities under the Declaration, for the provision of services by the Association to others to the extent beneficial for the Owners or the Property, and for the furnishing of services or materials to the Association for the benefit of the Owners or the Property consistent with the provisions of the Declaration, including, without limitation, contracting for utility, irrigation water, telecommunications, internet, and security services. Such contracts may include management agreements with Developer or others to operate the Club Facilities.
11. **General.** Have and exercise all rights, powers, and privileges that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration, or these Articles, or reasonably necessary, convenient, or desirable to exercise any right, power, or privilege so granted.

ARTICLE IV

MEMBERSHIP

Every person who from time to time holds the record fee simple title, or any undivided fee simple interest of record, to any Lot is a Member of this Association, including contract sellers, but excluding all persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of a Lot. Membership may not be transferred except by transfer of record title to such Lot.

ARTICLE V

VOTING RIGHTS

1. **Classification.** This Association has two (2) classes of voting membership:
 - a. **Class A.** So long as there is Class B membership, Class A Members are all Owners, except Developer. Class A Members are entitled to one (1) vote for each Lot owned.

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DONNA J. FELDMAN, PA

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Upon termination of Class B membership, Class A Members will be all Owners, including Developer so long as Developer is an Owner.

- b. **Class B.** The Class B Member is Developer, who is entitled to five (5) votes for each Developer-owned Lot existing or ultimately planned or proposed for development within all phases of the Project. The provisions of Article IX of the Declaration exempting portions of the Property owned by the Developer from the Association's Assessments do not affect the calculation of the Class B Member's voting rights under this paragraph. The Class B membership will cease and be converted to Class A membership upon the happening of the first to occur of the following events: (i) when ninety percent (90%) of all Lots ultimately planned for development within all phases of the Project have been conveyed to Owners other than Developer, Builders and Developer's designated successors and assigns; or (ii) twenty (20) years from the recording date of the Declaration; or (iii) the effective date of the Developer's written waiver of the Class B voting rights.

Upon any of the above events occurring, the Class A Members shall be entitled to elect a majority of the Board and assume control of the Association. Developer shall be entitled to elect at least one member of the Board as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots ultimately planned in all phases ultimately planned in the Project. After Developer relinquishes control of the Association, Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board; provided, however, the Class B membership shall be automatically reinstated at any time before the expiration of twenty (20) years from the recording date of the Declaration if additional Lots, or land to be developed into Lots, owned by the Class B Member are annexed into the Association as permitted by the Declaration in sufficient numbers to restore a ratio of at least one Class B Lot to five (5) Class A Lots in the overall area subject to the Declaration.

2. **Co-Ownership.** If more than one Person holds the record fee simple title to any Lot, all such Persons are Members but only one vote may be cast with respect to such Lot, and no fractional votes are permitted. Each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at any meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. The vote may be exercised as the Owners determine among themselves, but no split is permitted. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless the Association is notified otherwise in writing. If title is held by a corporation, partnership, limited liability company, or trust, then any officer, partner, manager, trustee or attorney in fact shall have the authority to vote on behalf of that entity.

ARTICLE VI

BOARD OF DIRECTORS

1. **Number and Term.** This Association's affairs are managed by a Board of Directors initially composed of three (3) Directors, who need not be Association Members. The number of Directors from time to time may be changed from a minimum of three (3) to a maximum of nine (9), but at all times it must be an odd number. The term of office for all Directors is one (1) year, and any Director may succeed himself in office.
2. **Election.** Initially and for so long as Class B membership exists, the Directors shall be appointed by the Developer in accordance with Subsection 3., below. Thereafter, the Directors shall be appointed or elected, as applicable, in accordance with the terms of Article III of the Bylaws. All Directors are elected by written ballot at the annual membership meetings occurring after the Developer no longer appoints Directors. Each Member entitled to vote may cast as many votes for each vacancy as such Member has under the provisions of Article V of these Articles and the person receiving the largest number of votes cast by the Class A and Class B Members for each vacancy is elected. Cumulative voting is not permitted.
3. **Initial Directors.** The Developer shall have the sole right to appoint all Directors for so long as Class B membership exists. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, are removed, or are incapacitated or otherwise unable to serve, are:

<u>Name</u>	<u>Address</u>
Graydon E. Miars	9110 College Points Court Fort Myers, Florida 33919
James P. Harvey	2202 N. West Shore Boulevard, Suite 125 Tampa, Florida 33607
Daniel L. Coe	2202 N. West Shore Boulevard, Suite 125 Tampa, Florida 33607

ARTICLE VII

OFFICERS

The affairs of the Association shall be administered by the officers designated by the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the

annual meeting of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Name</u>	<u>Address</u>	<u>Office</u>
Graydon E. Miars	9110 College Pointe Court Fort Myers, Florida 33919	President
James P. Harvey	2202 N. West Shore Boulevard Suite 125 Tampa, Florida 33607	Vice President
Daniel L. Coe	2202 N. West Shore Boulevard Suite 125 Tampa, Florida 33607	Secretary/Treasurer

ARTICLE VIII

EXISTENCE AND DURATION

Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. This Association exists perpetually. In the event of termination, dissolution or liquidation of the Association, the assets of the Association shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes, and the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which would comply with Rule 40E, F.A.C., and be approved by the SFWMD prior to such termination, dissolution or liquidation.

ARTICLE IX

BYLAWS

The Association's Bylaws initially will be adopted by the Board of Directors. For so long as the Developer has the right to appoint or elect a majority of the Board of Directors, the Developer shall have the right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting any portion of the Property, or any other Person to amend the Bylaws: (i) to comply with any requirements of a governmental agency, institutional Mortgagee, or other Person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; or (ii) to cure any ambiguity or error or any inconsistency between

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the Bylaws and the other Legal Documents; (iii) to comply with the requirements of law or any governmental permit or approval applicable to the Property; or (iv) any other reason deemed by the Developer to be advisable, desirable or beneficial for the Property and the Association. The Bylaws may also be amended or rescinded by a majority vote of a quorum of both classes of Members present at any regular or special meeting duly called and convened, provided that, for so long as Developer owns and holds any Lot for sale in the ordinary course of business, all amendments must be approved by Developer in writing.

ARTICLE X

AMENDMENTS

1. Developer. For so long as the Developer has the right to appoint or elect a majority of the Board of Directors, the Developer shall have the right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting any portion of the Property, or any other Person to amend these Articles: (a) to comply with any requirements of a governmental agency, institutional Mortgagee, or other Person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; or (b) to cure any ambiguity or error or any inconsistency between these provisions and the other Legal Documents; or (c) to comply with the requirements of law or any governmental permit or approval applicable to the Property; or (d) for any other reason deemed by the Developer to be advisable, desirable or beneficial for the Property and the Association.
2. Other Amendments. Other amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, except that each such amendment must have the approval of two-thirds (2/3) of each class of Members, and the written approval of Developer for so long as Developer owns and holds any Lot for sale in the ordinary course of business or has the right to elect a majority of the Board of Directors.

ARTICLE XI

OTHER APPROVALS

As provided in the Declaration, for so long as Developer owns and holds any Lots for sale in the ordinary course of business, the written approval of the Developer is required for the merger, consolidation, or dissolution of this Association.

ARTICLE XII

VOTING REQUIREMENTS

1. Percentage Requirements. Unless any provision of these Articles, the Declaration or the Bylaws expressly requires the approval of both classes of the membership or of the Developer or any other Person, the majority vote of those Members present and voting at a duly called and convened meeting shall constitute the act of the membership. If any provision of these Articles, the Declaration, or the Bylaws expressly requires the approval of both classes of membership, and in the absence of an express provision requiring a specified percentage of the total votes eligible to be cast by either or both classes of membership, the majority vote of those Members of each class present and voting at a meeting duly called and convened is sufficient to constitute the act of that class.
2. Two-Thirds of Class. Any of the following constitute extraordinary actions must be approved by two-thirds (2/3) of each class of Members and by Developer for so long as Developer is a Member of the Association: (a) any mortgaging of this Association's property, except as otherwise permitted by the Declaration; (b) any merger or consolidation of this Association; (c) any dissolution of this Association; or (d) elimination or recall of any of the Permanent Club Licenses as provided in the Declaration.
3. Two-Thirds of Those Present. Any of the following constitute extraordinary actions that require the approval of two-thirds (2/3) of the Class A Members present in person or by proxy and of Developer for so long as Developer is a Member of the Association: (a) any special assessment as provided in Article IX, Section 9 of the Declaration; (b) any extension of the Declaration to additional lands except as provided for in the Declaration; and (c) the purchase by the Association of additional lands to be owned by the Association for the benefit of Owners.
4. Notice, Proxies, and Quorum Requirements. Written notice of all meetings of the membership must be given to all Owners not less than fifteen (15) days nor more than forty-five (45) days in advance of such meeting. The presence of Members or proxies entitled to cast at least thirty percent (30%) of the votes of each class, if such action must be approved by both classes, or of the Class A Members, if such action must be approved only by Class A Members, shall constitute a quorum. If the required quorum is not forthcoming, the Members present shall have the power to adjourn the meeting, from time to time without notice other than announcement at the meeting, until the required quorum shall be present or represented. Proxies must be registered with the Secretary of the Association prior to Member meetings. No Owner may hold more than five (5) proxies. The preceding sentence shall not prevent an Association officer or other proxyholder other than an Owner from holding more than five (5) proxies.

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5. Written Action. Any action that may be taken at any membership meeting, including any extraordinary action enumerated in this Article, may be taken in the absence of a quorum, or without a meeting, without prior notice, and without a vote if: (a) written consent, setting forth the action so taken, is signed by those Owners entitled to exercise not less than the minimum number of votes necessary to authorize or take such action at a meeting; and (b) within ten (10) days after obtaining such written consent, notice thereof is given to those Members who have not so consented in writing.
6. Certificate. An instrument signed by any executive officer of this Association, and attested by the Association's Secretary under the Association's seal, is conclusive that any required approval has been obtained in the manner provided in these Articles as to Persons without actual knowledge to the contrary.

ARTICLE XIII

INTERPRETATION

Reference is made to the terms and provisions of the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. All terms defined in the Declaration have the same meaning where used in these Articles, and the rules of interpretation set forth in the Declaration apply to the interpretation, construction, application, and enforcement of these Articles. By subscribing and filing these Articles, the incorporator intends their provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, applied, and enforced with those of the Declaration to avoid inconsistencies or conflicting results.

ARTICLE XIV

INCORPORATOR

The name and address of the incorporator of this corporation is:

James P. Harvey
Hawk's Haven Golf Course Community Developers, LLC
2202 N. West Shore Boulevard
Suite 125
Tampa, FL 33607

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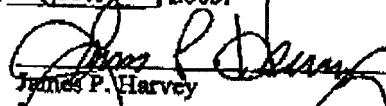
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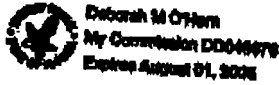
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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 7th day of July, 2005.


James P. Harvey
Incorporator

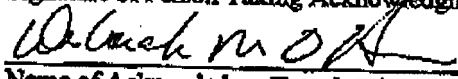
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing Articles of Incorporation were acknowledged before me this 7th day of July, 2005, by James P. Harvey, who is personally known to me, or who has produced as identification.



(NOTARY SEAL)

Signature of Person Taking Acknowledgment


Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of Florida

Notarial Serial Number

EXHIBIT "C"

BYLAWS OF

RIVER HALL COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

GENERAL

1. Definitions and Operation. These are the Bylaws of River Hall Country Club Homeowners Association, Inc., a Florida not for profit corporation (the "Association"), having its principal office at 2202 N. West Shore Boulevard, Suite 125, Tampa, Florida 33607. Reference is made to the Declaration of Covenants and Restrictions for River Hall Country Club (the "Declaration") where necessary to interpret, construe, and apply the provisions of the Bylaws. When interpreting these Bylaws the following shall apply:
 - a. Definitions. All terms defined in the Declaration have the same meaning when used in these Bylaws.
 - b. Consistency. By adopting these Bylaws, the Association's Directors intend them to be consistent with the provisions of the Association's Articles of Incorporation (the "Articles") and with those of the Declaration.
 - c. Conflict. These Bylaws are to be interpreted, construed, and enforced together with the Articles and the Declaration to avoid inconsistencies or conflicting results. If a conflict necessarily results, the provisions of the Declaration shall control anything to the contrary in the Articles or in these Bylaws, and the provisions of the Articles shall control anything to the contrary in these Bylaws.
2. Membership and Voting Rights. Membership and voting rights in the Association are set forth in Articles IV and V of the Articles, and in the Declaration.
3. Fiscal Year. This Association's fiscal year begins on the first day of January each calendar year.
4. No Vested Rights. No Member of this Association has any vested right, interest, or privilege of, in or to the assets, functions, affairs, or franchises of the Association, nor any right, interest, or privilege that is transferable or inheritable except as an incident to the transfer of title to such Member's Lot.
5. Amendment. For so long as the Developer has the right to elect a majority of the Board of Directors, the Developer shall have the right without the joinder or consent of any Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting any portion of

the Property, or any other Person to amend the Bylaws: (i) to comply with any requirements of a governmental agency, institutional Mortgagee, or other Person (including the Federal National Mortgage Association, Veterans Administration, or the Federal Housing Authority) willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot; or (ii) to cure any ambiguity or error or any inconsistency between the Bylaws and the other Legal Documents; (iii) to comply with the requirements of law or any governmental permit or approval applicable to the Property; or (iv) any other reason deemed by the Developer to be advisable, desirable or beneficial for the Property and the Association. The Bylaws may also be amended or rescinded by a majority vote of a quorum of both classes of Members present at any regular or special meeting duly called and convened, provided that, for so long as Developer owns and holds any Lot for sale in the ordinary course of business, all amendments must be approved by Developer in writing.

ARTICLE II

MEMBER'S MEETINGS

1. Annual Meetings. The annual meeting of the Association shall be held each year during the month of October or November, and on such date and at such time and place as the Board of Directors determines.
2. Special Meetings. Special Membership meetings may be called at any time by: (a) the President or the Board of Directors; or (b) or upon the written request of the Members in good standing who are entitled to cast one-fourth (1/4) of the vote of the Class A Membership; or (c) by Developer, so long as Developer is a Member of the Association.
3. Notice. Written notice of each Members' meeting shall be given in accordance with the Articles by or at the direction of the Secretary, and shall specify the place, day, and hour of the meeting and its purpose. Meetings may be held at such places within the County where the Property is located, as may be designated by the Board of Directors. All notices shall be given by personal delivery, or by mailing a copy, postage prepaid, addressed to each Member's address last appearing on the Association's books, or electronically transmitted to the Member's internet address last appearing on the Association's books.
4. Special Notices. Any notice to nonmembers required by the Declaration may be given by mail. Mailing or delivery of notice to any co-owner is effective upon all co-owners of such Lot, unless any co-owner has requested the Association in writing to give notice to such co-owner and furnished the Association with the address to which such notice may be given by mail.
5. Proof of Notice. The person or persons actually giving notice of any meeting shall execute an affidavit, to which the secretary of the Association shall attest, which affidavit shall be filed with the official records of the Association. An affidavit shall be conclusive as to the

regularity of any notice with respect to any Person absent actual knowledge of any defect in notice.

6. Waiver of Notice. Notice of any meeting may be waived in writing at any time before, at, or after such meeting; and neither the business transacted at, nor the purpose of, any regular or special meeting need be specified in any written waiver. A Member's attendance at any meeting constitutes a waiver of all defects in notice unless the Member expressly objects at the beginning of the meeting to the transaction of any business because the meeting is not regularly called.
7. Quorum. The presence of Members or proxies entitled to cast at least thirty percent (30%) of the votes of each class, if such action must be approved by both classes, or of the Class A Members, if such action must be approved only by Class A Members, shall constitute a quorum. If the required quorum is not forthcoming, the Members present shall have the power to adjourn the meeting, from time to time without notice other than announcement at the meeting, until the required quorum shall be present or represented.
8. Adjournment. If a meeting otherwise duly called and convened, with requisite quorum present, is adjourned to another time or place, notice of the adjourned meeting is not required, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. Any business may be transacted at the original meeting without additional notice and without reconstituting a quorum.
9. Record Date. Any notice of a meeting of the Membership must be given to each Member as shown upon the Association's books as of the date such notice is given. Only those Members shown as Members in good standing upon the Association's books are entitled to vote at meetings.
10. Proxies. Members may vote in person or by proxy at any meeting. All proxies are revocable and terminate automatically upon conveyance of title to the member's Lot. All proxies must be in writing, dated, signed by the member, and state the date, time and place of the meeting. All proxies expire ninety (90) days from the date of granting unless otherwise expressly provided. A proxy is not revoked by incompetency or death until the Association receives written notice thereof. Proxies must be registered with the Secretary of the Association prior to Member meetings. No Owner shall be permitted to hold more than five (5) proxies. The preceding sentence shall not prevent an Association officer or other proxyholder other than an Owner from holding more than five (5) proxies. A Member represented by a valid proxy at any meeting is "present" for all purposes.
11. Membership List. A complete list of the Members entitled to vote at all meetings, and their respective addresses, must be kept on file at the Association's office, open to inspection by any Member. The list also must be produced at the time and place of the meeting for inspection by any Member at any time during the meeting.

12. Voting Requirements. Every act and decision done or made by a majority of the Members present at a meeting duly called at which a quorum is present is the act of the Membership, except where higher voting requirements are established by applicable provisions of the Articles or Declaration.
13. Joinder in Minutes of Meeting. Members may join in the action of a meeting or any portion thereof by signing and concurring in the minutes or a selected portion thereof. Such joinder shall constitute the vote of such Members for the purpose of approval or disapproval of any matter and the presence of such Member for the purpose of establishing a quorum.

ARTICLE III

BOARD OF DIRECTORS

1. Number and Composition. The Board of Directors shall consist of at least three (3), but not more than nine (9) Members, provided there shall not be an even number of Directors. Each Director continues in office until a successor has been appointed or elected, as applicable, and qualified, unless the Director sooner dies, resigns, is removed, or is incapacitated or otherwise unable to serve. Directors need not be Members. The initial Board of Directors shall be those appointed pursuant to the Articles.
2. Standard of Care. Each Director must perform all duties as a Director, including duties as a committee member: (a) in good faith; and (b) in a manner the Director reasonably believes is in the best interest of the Association; and (c) with such care as an ordinarily prudent person in a similar position would exercise under similar circumstances.
3. Reliance. A Director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by any of the following, unless the Director has actual knowledge that reliance is unjustified:
 - a. Officers. One or more officers, employees, or managers of this Association whom the Director reasonably believes are reliable and competent in the matters presented.
 - b. Professionals. Legal counsel, public accountants, architects, engineers, or other professionals as to matters that the Director reasonably believes are within such person's professional or expert competence.
 - c. Committees. An Association committee, upon which such Director does not serve, duly constituted pursuant to the Declaration, the Articles, or these Bylaws, as to matters within its designated authority, if the Director reasonably believes the committee merits confidence.

4. Compensation. Any director may be reimbursed by the Board for actual expenses incurred in the performance of the Director's duties, but no Director may be paid any compensation by this Association for services rendered to the Association as a Director.
5. Nomination. Nomination for election to the Board of Directors may be made from among Members, Developer or Builders by the Nominating Committee or from the floor at the annual meeting of the Members first occurring after the Developer is no longer entitled to appoint the Directors pursuant to the Articles. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.
6. Election. After the Developer is no longer entitled to appoint the Directors in accordance with the Articles, election to the Board of Directors must be by secret written ballot. Each Member entitled to vote for the election of Directors may cast as many votes for each vacancy as the Member has under the provisions of the Declaration. The person receiving the largest number of votes cast by the Class A and Class B Members for each vacancy is elected. Cumulative voting is not permitted.
7. Term of Office. The term of office for all Directors is one year, and any Director may succeed himself in office.
8. Removal. After the Developer is no longer entitled to appoint the Directors in accordance with the Articles, any Director, or the entire Board, may be removed with or without cause at any meeting called expressly for such purpose by a majority vote of the Members entitled to vote for the election of Directors.
9. Vacancies. If a Director dies, resigns, is removed, or is incapacitated or otherwise unable to serve, the remaining Directors, even if less than a quorum, may fill such vacancy by majority vote. Any appointed Director serves only the unexpired term of his predecessor.
10. Developer Representation. Notwithstanding anything to the contrary contained herein, until the time set forth in the Declaration that Owners other than the Developer, Builders and Developer's designated successors and assigns are entitled to elect a majority of the Board members, the Developer shall have the sole right to appoint and remove members of the Board. Further, for so long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the total Lots ultimately planned within all phases ultimately planned in the Project, Developer shall be entitled to elect at least one (1) member of the Board. For so long as Developer is a Member of the Association, Developer shall have the

right to receive notice of all meetings of the Directors or any committees of Directors and to attend and be heard at such meetings.

ARTICLE IV

DIRECTORS' MEETINGS

1. Regular Meetings. The Board of Directors shall conduct regular meetings at such place and time as is fixed by Board resolution, but not less often than once annually during the month of October or November. If a regularly scheduled meeting falls on a legal holiday, such meeting is held at the same time on the next day that is not a legal holiday. All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.
2. Special Meetings. Special Board meetings must be held when called by the President, or by any two Directors, after not less than seven (7) days prior notice to each Director, except in an emergency. Notice may be waived in writing at any time before, at, or after the meeting. Neither the business transacted at, nor the purpose of the special meeting need be specified in any written waiver.
3. Notice and Quorum.
 - a. Notice. Except as set forth below, notices of all Board meetings must be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place within the Property, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. In the alternative, notice of Board meetings may be posted electronically in the Property intranet bulletin board or a schedule of Board meetings may be published on the intranet bulletin board or in a newsletter or similar publication mailed to each Member. Assessments may not be levied at a Board meeting and rules regulating use of the Property may not be adopted at a Board meeting unless the notice of the meeting is mailed, personally delivered, or electronically transmitted to each Member and is posted conspicuously on the Property or broadcast on a closed-circuit cable television not less than fourteen (14) days before the meeting, and includes a statement that assessments or changes to the rules will be considered and the nature of the assessment. A director's presence at any meeting constitutes a waiver of notice of such meeting and of any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless the Director at the beginning of the meeting objects to the transaction of business because the meeting is improperly called or convened.

- b. Quorum. Except where the provisions of the Declaration expressly require action by two-thirds (2/3) of the members of the Board of Directors, a majority of the Directors constitutes a quorum for all purposes. Every act and decision done or made by a majority of the Directors present at a meeting duly called at which a quorum is present constitutes the act of the Board. Where any provision of the Declaration expressly requires approval by two-thirds (2/3) or more of the Directors, the stated percentage constitutes the quorum for such action. Once established, a quorum is effective for all purposes, notwithstanding the subsequent withdrawal of one or more Directors.
4. Conflict of Interest. No contract or other transaction between the Association and one or more of its Directors, or any entity in which one or more of the Association's Directors are directors, officers, or financially interested, is void or voidable because of such relationship or interest if:
- a. Board Disclosure. Such relationship or interest is disclosed or known to the Board of Directors that authorizes, or ratifies the contract or transaction by vote or written consent sufficient for such purpose without counting the votes or consents of the interested Directors; or
 - b. Membership. Such relationship or interest is disclosed or known to the Members of the Association entitled to vote thereon and such Members authorize or ratify such contract or transaction by the requisite vote; or
 - c. Fairness. Such contract or transaction is fair and reasonable to the Association at the time it is authorized by the Board or the Members.

Common or interested Directors may be present at the meeting of the Board or Membership that authorizes or ratifies such contract or transaction and may be counted in determining the presence of a quorum at any such meeting without rendering the contract or transaction void or voidable.

5. Adjournment. A majority of the Directors present at any meeting duly called, regardless of whether a quorum exists, may adjourn the meeting to another time and place, but notice of such adjourned meeting must be given to the Directors not present at the time of adjournment.
6. Voting. Any Director present at a Board Meeting at which action on any matter is taken is presumed to have assented to such action unless the Director:
- a. votes against the action; or
 - b. abstains from voting because of an asserted conflict of interest.

Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

7. Informal Action. Any Board action that is required or permitted to be taken at a meeting may be taken without a meeting if a written consent to such action is signed by all Directors and filed in the minutes of the Board's proceedings. Directors are deemed present at any meeting for all purposes if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can hear each other.

ARTICLE V

POWERS OF BOARD OF DIRECTORS

1. General. The Board has the power to exercise for and on behalf of the Association all powers, duties, and privileges vested in, or delegated to, the Association and not reserved to its Membership by any provision of these Bylaws, the Articles, or the Declaration. Without limitation, the Board may employ all managers, independent contractors, professional advisors, and employees and agents as the Board deems advisable, prescribe their duties, and fix their compensation, if any. The Board has the authority to contract for services and materials to be provided for the benefit of the Owners or the Property consistent with the provisions of the Declaration.
2. Rules and Regulations. The Board has the power from time to time to adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of all or any portion of the Property and the Association's activities, so long as such rules and regulations are consistent with the rights and duties established by the Articles and the Declaration.
3. Enforcement.
 - a. Authority. For a material violation of any of the Legal Documents or the Regulations by a Member or his family members, tenants, guests, contractors, agents or invitees, the Board has the authority to: (i) require any Member to make restitution to the Association for any loss resulting from any violation; and/or (ii) impose reasonable fines; and/or (iii) suspend for a reasonable period of time, the rights of a Member or a Member's family members, tenants, guests or invitees, or both, to use the Common Areas.
 - b. Procedures. Imposition of any of the foregoing sanctions requires the following procedures:

- i. Notice. The party against whom the sanction is to be imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days. The notice shall include:
 - (1) A statement of the date, time and place of the hearing;
 - (2) A statement of the provisions of the Declaration, Articles or By Laws, or Association rules which have allegedly been violated; and
 - (3) A short and plain statement of the matters asserted by the Association.
- ii. Hearing. The alleged violation shall be presented to a committee of at least three Members appointed by the Board of Directors who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee of the Association (the "Committee"). The person(s) against whom the sanctions may be imposed shall have an opportunity to respond, to present evidence, to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Committee. A written decision of the Committee shall be submitted to the person(s) not later than twenty-one (21) days after the hearing. If the Committee does not by majority vote approve the sanction, the sanction shall not be imposed.
- iii. Penalties. For each non-compliance or violation, the Board of Directors may impose a fine not in excess of One Hundred Dollars (\$100.00). However, each day that a non-compliance or violation is allowed to exist may be deemed another violation, provided that no such fine shall, in the aggregate, exceed One Thousand Dollars (\$1,000.00). For violations of the Legal Documents or Regulations pertaining to the use of Common Area recreational facilities or other common facilities, the Board may also suspend a Member's or Member's family member's, tenant's, guest's or invitee's use of such facilities for a period not to exceed ninety (90) days. The Board of Directors shall consider, among other factors, the nature of the violation and the number of prior violations of the same or similar rules or regulations by the violator.
- iv. Payment of Penalties. Fines shall be paid not later than ten (10) days after receipt of notice of the imposition or assessment of a fine, and thereafter shall bear interest until paid at the interest rate adopted by the Board of Directors for delinquent assessments.

- v. Collection of Penalties. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in the Declaration, provided, however, that only fines for assessment delinquencies may become a lien against a Lot.
 - vi. Application of Penalties. All monies received from penalties shall be allocated as directed by the Board of Directors.
 - vii. Limitation. The requirements of this subsection do not apply to the imposition of suspensions or fines authorized by the Legal Documents upon any Member because of the failure of the Member to pay assessments or other charges when due.
- c. Expenses. In addition to the sanctions set forth above, if the Association incurs any expenses in enforcing the provisions of the Legal Documents against an Owner or his or her family members, tenants, guests or invitees after the Association's initial notice (the "Initial Notice") setting forth the violation or non-compliance and the expiration of any cure period stated in the Initial Notice, then the Owner shall reimburse the Association for all expenses incurred by the Association after the Initial Notice within ten (10) days of the Association's statement setting forth the expenses. The foregoing includes all expenses incurred by the Association after the Initial Notice that are reasonably necessary to obtain compliance by the offending Owner or his family members, tenants, guests or invitees, including without limitation, fees and costs charged by attorneys for additional demands for compliance or the Sanction Notice described in subparagraph (b) above. Expenses shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in the Declaration. The Owner shall be liable for payment of the Association expenses as set forth above, whether or not the Association invokes the provisions of subparagraph (b) above.
- 4. Suspension of Membership Rights. The Board is authorized, without prior notice, to suspend any Member's voting rights during any period in which the Member is more than ninety (90) days delinquent in the payment of any assessment levied by the Association.
 - 5. Assessments. The Board has the power to determine what, if any, assessments are to be levied pursuant to the Declaration.
 - 6. Indemnification. The Board has the power to provide indemnification for the Association's officers, directors, employees (including volunteer employees), agents, and Members to the extent and in the manner from time to time permitted by the laws of the State of Florida, except that the Board cannot provide indemnification for criminal, intentional, or willful misconduct.

ARTICLE VI

DUTIES OF BOARD OF DIRECTORS

1. General. The Board is responsible to see to the performance of all duties of the Association as set forth in the Declaration except to the extent specifically assigned to others by the Legal Documents. The Board shall keep a complete record of the minutes of its meetings and shall keep copies thereof available for inspection by Members at the annual meeting, or at special meetings when requested by any Member. The Board supervises all of the Association's officers, agents, employees (including volunteer employees), committees, and contractors and sees that their respective duties are properly performed. The Board otherwise manages the affairs of the Association as provided in these Bylaws, the Articles, and the Declaration.
2. Estoppel Certificates. Upon request by any interested Person, the Board shall cause an appropriate Association officer, or management company engaged by the Association to handle the day-to-day operations of the Association, to issue a certificate as to the status of assessments with respect to any Lot. Such certificates bind the Association as of the date of issuance properly executed by an appropriate officer of the Association, or representative of the management company, as applicable. The Board may make a reasonable, uniform charge for issuing such certificates.
3. Financial. With the assistance of the Association's Treasurer, the Board shall prepare an annual budget and financial statements and causes an audit of the Association's financial statements to be made by an independent accountant whenever requested by a majority of Members present at a duly called meeting of Members. The Association's annual financial report shall be prepared within sixty (60) days after the close of the fiscal year. The Association shall, within ten (10) days of receipt of written request, provide a Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request of the Member. The financial report must consist of either:
 - a. Financial statements presented in conformity with generally accepted accounting principles; or
 - b. A financial report of actual receipts and expenditures, cash basis, which report must show:
 - i. The amount of receipts and expenditures by classification; and
 - ii. The beginning and ending cash balances of the Association.
4. Insurance. The Board must procure and maintain in force and effect at all times adequate public liability and fire extended coverage casualty insurance with respect to all property from time to time owned by the Association. The Board also must cause persons or entities

employed, authorized, or contracted with to collect, disburse, and manage the Association's funds, including the Association's officers, directors, and uncompensated volunteers, to be bonded or insured with adequate fidelity and errors and omissions coverage for the benefit of the Association. The premiums for the foregoing shall be paid from Association funds.

5. Management. Within the limits of available funds, the Board may employ such professional managers, accountants, attorneys, architects, and other professionals to assist the Board in the performance of its duties. The Board may contract with the Developer or any other Person to manage the Association's affairs, in whole or in part. No such management contract may be for a term longer than one (1) year and must be terminable by the Association without cause upon not more than ninety (90) days prior written notice.

ARTICLE VII

COMMITTEES

1. Permanent Committees. The Board shall appoint an Architectural Review Committee, as provided in the Declaration, and a Nominating Committee, as provided by these Bylaws.
2. Other Committees. The Board from time to time may form and dissolve such other committees as the Board deems necessary or appropriate to assist or advise the Board in managing the Association's affairs. All committee members are appointed by, and serve at the pleasure of, the Board unless the appointing authority is delegated by Board resolution to an officer. No such committee can be authorized to expend or commit the Association to expend any Association monies unless the action is ratified or approved by the Board. Committee members need not be Members of the Association.
3. Committee Meetings. The provisions of Article IV, Section 3.a. *Notice*, and Section 6 *Voting*, of these Bylaws apply to all meetings of any committee, when a final decision will be made regarding the expenditures of Association funds, and to meetings of the Architectural Review Committee when architectural approval or disapproval of applications shall be decided.

ARTICLE VIII

BOOKS AND RECORDS

1. Official Records Enumerated. The Association shall maintain such documents as may be required by Chapter 720, Florida Statutes, as amended from time to time including each of the following items, when applicable, which constitute the official records of the Association:

- a. Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace.
 - b. A copy of the Bylaws of the Association and of each amendment to the Bylaws.
 - c. A copy of the Articles of the Association and of each amendment thereto.
 - d. A copy of the Declaration and a copy of each amendment thereto.
 - e. A copy of the current Regulations of the Association.
 - f. The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years.
 - g. A current roster of all Members and their mailing addresses and Lot identifications.
 - h. All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.
 - i. A current copy of all contracts to which the Association is a party. Bids received by the Association for work to be performed are a part of the official records and must be kept for a period of one (1) year.
 - j. The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:
 - (i) Accurate, itemized, and detailed records of all receipts and expenditures.
 - (ii) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
 - (iii) All tax returns, financial statements, and financial reports of the Association.
 - (iv) Any other records that identify, measure, record, or communicate financial information.
2. Inspection. All books, records, and papers of the Association (except those which are not accessible pursuant to Section 720.303(5), Florida Statutes, as may be amended) will be open

to inspection and copying during reasonable business hours within ten (10) days after receipt of a written request by any Owner, any Mortgagee, insurer or guarantor of a First Mortgage, and by Developer, so long as Developer is a Member of the Association. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any such Person copies (certified, if requested) of any of its books, records, and other papers, although the Association may make a reasonable, uniform charge for such copies and certification. The Declaration, Articles and Bylaws must be available for inspection by any Owner or the Developer at the Association's principal office, where copies also may be purchased at a charge to cover reproduction costs.

ARTICLE IX

OFFICERS

1. Enumeration. The Association's regular officers are a President, Vice President, Secretary, and Treasurer, who are elected at the first Board meeting of the newly elected Board following each annual meeting for a term of one (1) year, and until their respective successors are elected and qualified, unless any such officer sooner dies, resigns, is removed, or is incapacitated or otherwise unable to serve.
2. Special Offices. The Board of Directors may appoint such other officers as it deems advisable, each of whom will hold the office for such period, have such authority, and perform such duties as the Board from time to time determines.
3. Resignation and Removal. Any officer may be removed by the Board with or without cause at any time. No officer has any vested right, privilege, or immunity with respect to any office. A resignation of any office need not be accepted to be effective. Vacancies are filled by Board appointment.
4. Multiple Offices. No person simultaneously may hold more than one other regular office, except that the offices of Secretary and Treasurer may be held by the same person. Any regular officer also may hold one or more special offices.
5. Duties. The duties of the regular officers are as follows:
 - a. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to, the power to appoint committees from among the Members from time to time, as he may in his discretion, determine appropriate, and to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Member meetings.

- b. Vice-President. The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform other duties as shall be prescribed by the Directors.
- c. Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the Association and as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager employed by the Association.
- d. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments and shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

Any regular officer also may exercise such other powers, and discharge such other duties, as the Board from time to time may require or permit.

ARTICLE X

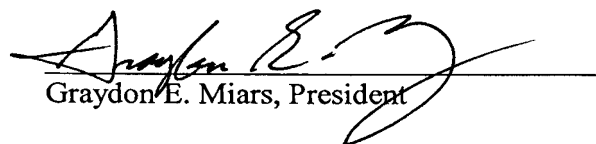
ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association regular and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the uniform rate established from time to time by the Board of Directors, not to exceed the maximum lawful rate permitted by Florida law nor to be less than ten percent (10%) per annum, from the date of delinquency. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment or foreclose the lien against the property, and interests, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XI

ATTESTATION

IN WITNESS WHEREOF, the undersigned has signed this document for the purpose of authenticating it as the Bylaws of River Hall Country Club Homeowners Association, Inc., a Florida not for profit corporation, as adopted by its Board of Directors, this 7th day of July, 2005.



Graydon E. Miars, President

EXHIBIT D**DESCRIPTION****River Hall Country Club, Less Phase One**

Parcel in

Sections 25, 26, 35 and 36, Township 43 South, Range 26 East
Lee County, Florida

A tract or parcel of land lying in Sections 25, 26, 35 and 36, Township 43 South, Range 26 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

Beginning at the Northeast corner of said Section 36 run S00°16'51"E along the East line of the Northeast Quarter (NE ¼) of said Section 36 for 2,647.36 feet to the East Quarter Corner of said Section 36; thence run S00°45'42"E along the East line of the Southeast Quarter (SE ¼) of said Section 36 for 2,644.68 feet to the Southeast Corner of said Section 36; thence run S89°12'27"W along the South line of the Southeast Quarter (SE ¼) of said Section 36 for 2,644.62 feet the South Quarter Corner of said Section 36; thence run S89°11'43"W along the South line of the Southwest Quarter (SW ¼) of said Section 36 for 2,643.63 feet to the Southeast Corner of said Section 35; thence run S88°54'06"W along the South line of the Southeast Quarter (SE ¼) of said Section 35 for 2,237.99 feet; thence run N01°05'54"W for 98.92 feet to a point on a non-tangent curve; thence run northerly along an arc of curve to the left of radius 311.00 feet (delta 75°43'51") (chord bearing N11°51'51"E) (chord 381.79 feet) for 411.06 feet to a point of reverse curvature; thence run northerly along an arc of curve to the right of radius 439.00 feet (delta 38°59'26") (chord bearing N06°30'22"W) (chord 293.01 feet) for 298.75 feet to a point of tangency; thence run N12°59'21"E for 462.88 feet to a point of curvature; thence run northerly along an arc of curve to the left of radius 611.00 feet (delta 55°37'06") (chord bearing N14°49'12"W) (chord 570.10 feet) for 593.11 feet to a point of tangency; thence run N42°37'45"W for 739.81 feet; thence run N65°12'55"E for 304.89 feet to a point on a non-tangent curve; thence run northwesterly along an arc of curve to the right of radius 440.00 feet (delta 40°02'00") (chord bearing N23°18'48"W) (chord 301.22 feet) for 307.43 feet; thence run N86°42'12"E along a radial line for 80.00 feet; thence run N03°17'48"W for 527.87 feet to a point of curvature; thence run northerly along an arc of curve to the right of radius 560.00 feet (delta 46°44'51") (chord bearing N20°04'37"E) (chord 444.33 feet) for 456.90 feet to a point of tangency; thence run N43°27'03"E for 1,601.59 feet to a point of curvature; thence run easterly along an arc of curve to the right of radius 510.00 feet (delta 109°54'08") (chord bearing S81°35'53"E) (chord 835.04 feet) for 978.26 feet to a point of tangency; thence run S26°38'49"E for 433.02 feet to a point of curvature; thence run southeasterly along an arc of curve to the left of radius 1,040.00 feet (delta 15°32'44") (chord bearing S34°25'11"E) (chord 281.31 feet) for 282.17 feet; thence run S35°43'44"W along a non-tangent line for 42.40 feet to a point of curvature; thence run southwesterly along an arc of curve to the left of radius 355.00 feet (delta 12°02'35") (chord bearing S29°42'27"W) (chord 74.48 feet) for 74.62 feet; thence run S37°59'11"W along a non-tangent line for 482.37 feet to a point of curvature; thence run southwesterly along an arc of curve to the left of radius 365.00 feet (delta 25°08'17") (chord bearing S25°25'02"W) (chord 158.86 feet) for 160.14 feet to a point of reverse curvature; thence run southwesterly along an arc of curve to the right of radius 95.00 feet (delta 79°19'52") (chord bearing S52°30'50"W) (chord 121.28 feet) for 131.54 feet to a point of reverse curvature; thence run southerly along an arc of curve to the left of radius 195.00 feet (delta 228°45'13") (chord bearing S22°11'51"E) (chord 355.23 feet) for 778.54 feet to a point of reverse curvature; thence run easterly along an arc of curve to the right of radius 95.00 feet (delta 79°19'52") (chord bearing N83°05'28"E) (chord 121.28 feet) for 131.54 feet to a point of reverse curvature; thence run easterly along an arc of curve to the left of radius 365.00 feet (delta 27°33'58") (chord bearing S71°01'35"E) (chord 173.92 feet) for 175.61 feet to a point of tangency; thence run S84°48'34"E for 277.90 feet to a point of curvature;

DESCRIPTION (Cont.)

thence run easterly along an arc of curve to the right of radius 210.00 feet (delta $29^{\circ}39'53''$) (chord bearing $S69^{\circ}58'38''E$)(chord 107.52 feet) for 108.73 feet to a point of tangency; thence run $S55^{\circ}08'41''E$ for 77.86 feet to a point of curvature; thence run southeasterly along an arc of curve to the right of radius 85.00 feet (delta $26^{\circ}45'56''$) (chord bearing $S41^{\circ}45'43''E$)(chord 39.35 feet) for 39.71 feet to a point of reverse curvature; thence run northeasterly along an arc of curve to the left of radius 195.00 feet (delta $196^{\circ}12'03''$) (chord bearing $N53^{\circ}31'14''E$) (chord 386.11 feet) for 667.75 feet; thence run $N10^{\circ}23'07''E$ along a non-tangent line for 72.20 feet to a point of curvature; thence run northeasterly along an arc of curve to the right of radius 75.00 feet (delta $80^{\circ}54'45''$) (chord bearing $N50^{\circ}50'29''E$)(chord 97.33 feet) for 105.91 feet to a point of reverse curvature; thence run northeasterly along an arc of curve to the left of radius 50.00 feet (delta $71^{\circ}28'28''$) (chord bearing $N55^{\circ}33'38''E$) (chord 58.41 feet) for 62.37 feet to a point of tangency; thence run $N19^{\circ}49'24''E$ for 46.50 feet to a point of curvature; thence run northwesterly along an arc of curve to the left of radius 70.00 feet (delta $84^{\circ}45'03''$) (chord bearing $N22^{\circ}33'08''W$)(chord 94.36 feet) for 103.54 feet to a point of compound curvature; thence run westerly along an arc of curve to the left of radius 220.00 feet (delta $25^{\circ}28'22''$) (chord bearing $N77^{\circ}39'51''W$) (chord 97.01 feet) for 97.81 feet to a point of tangency; thence run $S89^{\circ}35'58''W$ for 198.00 feet to a point of curvature; thence run northerly along an arc of curve to the right of radius 125.00 feet (delta $172^{\circ}19'46''$) (chord bearing $N04^{\circ}14'08''W$)(chord 249.44 feet) for 375.96 feet; thence run $N14^{\circ}43'17''E$ along a non-tangent line for 105.29 feet to a point on a non-tangent curve; thence run easterly along an arc of curve to the left of radius 1,040.00 feet (delta $19^{\circ}56'36''$) (chord bearing $S85^{\circ}15'01''E$) (chord 360.17 feet) for 362.00 feet to a point of tangency; thence run $N84^{\circ}46'42''E$ for 330.65 feet to a point of curvature; thence run southeasterly along an arc of curve to the right of radius 770.00 feet (delta $95^{\circ}41'28''$) (chord bearing $S47^{\circ}22'34''E$)(chord 1,141.66 feet) for 1,286.00 feet to a point of tangency; thence run $S00^{\circ}28'09''W$ for 75.97 feet; thence run $S89^{\circ}31'51''E$ for 80.00 feet; thence run $N00^{\circ}28'09''E$ for 75.97 feet to a point of curvature; thence run northwesterly along an arc of curve to the left of radius 850.00 feet (delta $91^{\circ}21'56''$) (chord bearing $N45^{\circ}12'49''W$)(chord 1,216.32 feet) for 1,355.43 feet; thence run $N10^{\circ}51'00''W$ along a non-tangent line for 162.56 feet; thence run $N05^{\circ}13'18''W$ for 56.41 feet to a point of curvature; thence run northerly along an arc of curve to the right of radius 137.00 feet (delta $49^{\circ}09'31''$) (chord bearing $N19^{\circ}21'27''E$)(chord 113.97 feet) for 117.54 feet to a point of tangency; thence run $N43^{\circ}56'12''E$ for 105.77 feet to a point of curvature; thence run northeasterly along an arc of curve to the left of radius 463.00 feet (delta $22^{\circ}40'27''$) (chord bearing $N32^{\circ}35'59''E$)(chord 182.03 feet) for 183.23 feet to a point of tangency; thence run $N21^{\circ}15'45''E$ for 124.09 feet to a point of curvature; thence run northeasterly along an arc of curve to the right of radius 637.00 feet (delta $14^{\circ}12'11''$) (chord bearing $N28^{\circ}21'50''E$)(chord 157.50 feet) for 157.91 feet to a point of reverse curvature; thence run northerly along an arc of curve to the left of radius 563.00 feet (delta $36^{\circ}15'27''$) (chord bearing $N17^{\circ}20'13''E$) (chord 350.36 feet) for 356.27 feet to a point of tangency; thence run $N00^{\circ}47'31''W$ for 175.70 feet to a point of curvature; thence run northerly along an arc of curve to the right of radius 137.00 feet (delta $31^{\circ}08'31''$) (chord bearing $N14^{\circ}46'45''E$)(chord 73.55 feet) for 74.46 feet; thence run $N59^{\circ}39'00''W$ along a radial line for 138.00 feet to a point on a non-tangent curve; thence run northeasterly along an arc of curve to the right of radius 275.00 feet (delta $03^{\circ}48'11''$) (chord bearing $N32^{\circ}15'06''E$) (chord 18.25 feet) for 18.25 feet to an intersection with the South line of the Southwest Quarter (SW 1/4) of said Section 25; thence run $S89^{\circ}12'44''W$ along said South line for 58.86 feet to a point on a non-tangent curve; thence run southerly along an arc of curve to the left of radius 325.00 feet (delta $18^{\circ}11'59''$) (chord bearing $S19^{\circ}05'59''W$) (chord 102.80 feet) for 103.23 feet; thence run $N80^{\circ}00'00''W$ along a radial line for 137.00 feet to a point on a non-tangent curve;

DESCRIPTION (Cont.)

thence run northerly along an arc of curve to the right of radius 462.00 feet (delta 09°08'41") (chord bearing N14°34'20"E) (chord 73.66 feet) for 73.74 feet to an intersection with said South line; thence run S89°12'44"W along said South line for 371.33 feet to a point on a non-tangent curve; thence run southerly along an arc of curve to the right of radius 612.00 feet (delta 02°52'02") (chord bearing S21°41'01"E) (chord 30.62 feet) for 30.63 feet; thence run S69°45'00"W along a radial line for 137.00 feet to a point on a non-tangent curve; thence run northwesterly along an arc of curve to the left of radius 475.00 feet (delta 05°29'39") (chord bearing N22°59'49"W) (chord 45.53 feet) for 45.55 feet to a point of compound curvature; thence run northwesterly along an arc of curve to the left of radius 275.00 feet (delta 07°38'11") (chord bearing N29°33'44"W) (chord 36.63 feet) for 36.65 feet to an intersection with said South line; thence run S89°12'44"W along said South line for 62.34 feet; thence run S47°21'24"W for 137.02 feet to a point on a non-tangent curve; thence run westerly along an arc of curve to the left of radius 88.00 feet (delta 54°01'55") (chord bearing N67°55'14"W) (chord 79.95 feet) for 82.99 feet to a point of reverse curvature; thence run westerly along an arc of curve to the right of radius 412.00 feet (delta 35°50'34") (chord bearing N77°00'55"W) (chord 253.56 feet) for 257.74 feet to an intersection with said South line; thence run S89°12'44"W along said South line for 309.05 feet to the Southwest Corner of said Section 25; thence run N00°33'55"W along the West line of said Fraction for 531.91 feet to an intersection with the Southerly right of way line of the former Seaboard All Florida Railroad (100 feet wide) and Florida Power & Light Co. Easement (100 feet wide), described in a deed recorded in Deed Book 230, at Page 106, Lee County Records; thence run S89°00'08"W along said Southerly right of way line for 1,325.98 feet to an intersection with the West line of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 26; thence run N00°23'46"W along said West line for 50.00 feet of an intersection with the center line of said former Seaboard All Florida Railroad right of way (100' wide); thence run N89°00'08"E along said center line for 1,325.83 feet to an intersection with the West line of the Southwest Quarter (SW 1/4) of said Section 25; thence run N00°33'55"W along said West line for 50.00 feet to an intersection with the Northerly right of way line of said former Seaboard All Florida Railroad right of way (100' wide); thence run N89°00'08"E along said Northerly right of way line for 5,295.61 feet to an intersection with the East line of the Southeast Quarter (SE 1/4) of said Section 25; thence run S01°39'28"E along said East line for 629.62 feet to the POINT OF BEGINNING.

Containing 883.33 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/90 adjustment) and are based on the East line of the Northeast Quarter (NE 1/4) of said Section 36 to bear S00°16'51"E.

Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949