

SEVENTH DEVELOPMENT ORDER
AMENDMENT FOR MIROMAR LAKES
(CODIFIED)
A DEVELOPMENT OF REGIONAL IMPACT
STATE DRI #11-9798-142

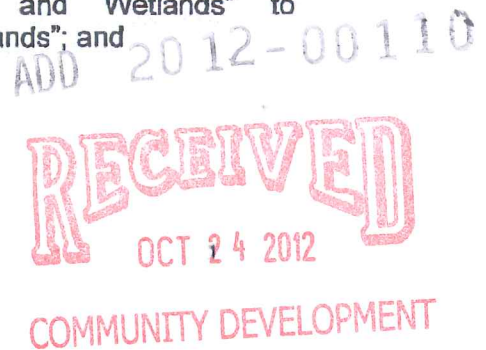
LET IT BE KNOWN THAT, PURSUANT TO SECTION 380.06 OF THE FLORIDA STATUTES, THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA ADOPTED THE APPLICATION FOR DEVELOPMENT APPROVAL ORIGINALLY SUBMITTED AS THE ALICO AMDA, BUT THEREAFTER REDUCED TO AN ADA AND RENAMED AS THE MIROMAR LAKES DRI (HEREINAFTER REFERRED TO AS MIROMAR LAKES) BY ALICO, INC., AS THE OWNER/APPLICANT, FOR MIROMAR LAKES, L.L.C., AS THE DEVELOPER. THE ORIGINAL ADOPTION HEARING WAS HELD ON NOVEMBER 29, 1999. MIROMAR LAKES WAS ORIGINALLY APPROVED AS A MIXED USE DEVELOPMENT THAT INCLUDED APPROXIMATELY 1,271.12± ACRES TO BE DEVELOPED IN ACCORDANCE WITH THE APPLICATION FOR DEVELOPMENT APPROVAL SUBMITTED TO LEE COUNTY ON APRIL 23, 1990, AND AMENDED ON NOVEMBER 10, 1997.

WHEREAS, the Lee County Board of County Commissioners, in a public meeting duly advertised, constituted and assembled November 29, 1999, adopted the Development of Regional Impact (DRI) Application for Development Approval for the project known as Miromar Lakes, subject to conditions, restrictions and limitations; and

WHEREAS, the Miromar Lakes DRI Development Order was subsequently amended on December 10, 2002 to revise the adjustment rate applicable to the unpaid balance of the proportionate share assessment; and

WHEREAS, the Miromar Lakes DRI Development Order was subsequently amended a second time on December 15, 2003, to amend the Miromar Lakes DRI development order to add approximately 534 +/- acres of property to the project (total project to be 1805 +/- acres). This change included a proposal to increase the number of golf holes by 18, add a clubhouse, and golf maintenance facility on the property; and

WHEREAS, in 2001, the Board approved the third amendment to the Miromar Lakes DRI Development Order when the applicant filed an application to amend the Lee Plan to re-designate approximately 19.85±/- acres from the Future Land Use Category "Density Reduction Groundwater Resource" to "University Community" and also to re-designate 170.92± acres from "University Community and Wetlands" to "Conservation Lands-Uplands" and "Conservation Lands - Wetlands"; and



WHEREAS, the Miromar Lakes DRI build out date extended by Board Resolution, as reflected in Board Resolution 07-09-18, adopted September 11, 2007, to December 31, 2011, pursuant to HB7203; and

WHEREAS, on January 26, 2010, the Miromar Lakes DRI Development Order was amended a fourth time to extend the build out date from December 31, 2011 to December 31, 2013, pursuant to SB360; and

WHEREAS, on September 20, 2010, the Miromar Lakes DRI Development Order was amended a fifth time to change the buildout from December 31, 2013 to December 31, 2020, the termination date from December 31, 2018 to December 31, 2026, change from annual to biennial reporting for transportation monitoring reports, to eliminate Conditions II.A.2. and 3. as related to the re-analysis of affordable housing needs and provided revisions to conditions that have been met; and

WHEREAS, on June 2, 2011, House Bill 7207 (HB7207) was signed into law by the Governor of the State of Florida. HB7207, as codified in Chapter 2011-139, Laws of Florida, authorizes a four year extension for all valid DRI Development Orders. At the option of the developer, all commencement, phase, buildout and expiration dates for valid Developments of Regional Impacts may be extended by four years regardless of previous extensions issued in the past; and,

WHEREAS, on July 11, 2011, Lee County received a request to extend the DRI compliance dates as contemplated under HB7207, and,

WHEREAS, Miromar Lakes DRI qualifies for the extension of the DRI compliance dates; and, the Miromar Lakes DRI Development Order was amended a sixth time on October 11, 2011, to change the buildout from December 31, 2020 to December 31, 2024 and the termination date from December 31, 2026 to December 31, 2030. By operation of law the four year time extension does not court toward the substantial deviation cumulative analysis, and,

WHEREAS, in 2011, Miromar Lakes, LLC filed an application to amend the Miromar Lakes DRI (DRI #11-9798-14) to remove 12+/- acres from the Miromar Lakes DRI. The 12 +/- acres were acquired by Florida Gulf Coast University and FGCU will be responsible for incorporating the 12 acres into the University's Campus Master Plan.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Lee County, Florida, that the Development Order for Miromar Lakes DRI is hereby further amended as follows:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW.

- A. Miromar Lakes is a master planned community located in unincorporated south Lee County, east of I-75, north of Corkscrew Road, south of Alico Road, on either

side of Ben Hill Griffin Parkway. The site is ~~4,805.646~~ 1,793.646 +/- acres. Miromar is a mixed use development that will consist of: 2,600 residential units, 250,000 square feet of retail, 450 hotel rooms, 340,000 square feet of office, 250 wet slips, 400 dry slips, 40,000 square feet of research and development, and all accessory uses to these uses. In addition, there will be 312 acres of lakes/buffers and recreation, and a minimum of 338 of conservation lands. The recreational uses will include golf, tennis, clubhouses, and active and passive recreation. The legal description of the project is set forth in Exhibit A.

The assessment was based on a phasing schedule that includes two five-year phases described in Exhibit B. Site preparation commenced upon completion of all necessary permitting. The project buildout date is December 31, 2024. The termination date is December 31, 2030.

Water supply and wastewater treatment will be provided by ~~Gulf Environmental Services~~ Lee County Utilities.

- B. The factual findings, conclusions of law, conditions and other terms of this Development Order apply to the property legally described in Exhibit A and known as the Miromar Lakes DRI.
- C. The original 1,271.12± acres was zoned AG-2, and coincident with the 1999 approval of the Development Order the property was rezoned to a Mixed Use Planned Development (MPD). In the recent past, portions of the property have been utilized for mining and related activity. The mining, and related activity, will cease on any portion of the property under active development. The 534 +/- acre addition was initially zoned AG-2, but was rezoned to MPD coincident with the Second DRI Development Order Amendment. The 12+/- acres were located in the original 1,271.12+/- acres. With the sale of the 12+/- acres the original parcel will total 1,259.12+/- acres.
- D. The AMDA went through sufficiency and a report and recommendation were issued. The application was put on hold, then reduced to an Application for Development Approval (ADA). The ADA for Miromar Lakes is consistent with the requirements of Section 380.06, Florida Statutes. The project went through two sufficiency rounds and the Developer exercised its right to refuse participation in further rounds.
- E. The development is not located in an area designated as an Area of Critical State Concern under the provision of Section 380.05, Florida Statutes.
- F. The development does not unreasonably interfere with the achievement of the objectives of the adopted State Land Development Plan. The development is consistent with the State Comprehensive Plan if it is developed in accordance with the development parameters and conditions of approval set forth in this

development order.

- G. The development has been reviewed by the Southwest Florida Regional Planning Council (SWFRPC) and is the subject of reports and recommendations adopted by that body on December 17, 1998 and June 21, 2001. The SWFRPC report and recommendations were subsequently forwarded to Lee County pursuant to Section 380.06, Florida Statutes. The development, as proposed in the ADA and modified by this Development Order, is consistent with the reports and recommendations of the SWFRPC pursuant to Section 380.06(11), Florida Statutes.
- H. The development, as conditioned, is located in, and is consistent with, the University Community, "Conservation Lands - Uplands", and "Conservation Lands-Wetlands" future land use categories.
- I. The conditions set forth below meet the criteria found in Section 380.06(15)(d), Florida Statutes.
- J. The Phase II and build out dates were extended by three years to 2012 and 2017 respectively pursuant to House Bill 7203, which amended Florida Statutes, Section 380.06(19)(c).
- K. Senate Bill 360 (SB360), as signed into law by the Governor of the State of Florida on June 1, 2009 (codified as a note to F.S. §§373.414 and 380.06) provided a statutory two-year extension to build out dates expiring between September 1, 2008 through January 1, 2012. The Board of County Commissioners recognized the statutory extension in Lee County Resolution 09-06-22, adopted on June 23, 2009,

In accord with SB 360, Miromar Lakes DRI qualified for a two-year extension of its build out date from December 31, 2011 to December 31, 2013. Under Lee County Resolution 09-06-22, concurrency is also extended to December 31, 2013, consistent with the build out extension. Under SB 360, the two-year extension does not constitute a substantial deviation of the original development order approvals warranting further DRI review.

- L. House Bill 7207 (HB7207), as signed into law by the Governor of the State of Florida on June 2, 2011 (as codified in Chapter 2011-139, Laws of Florida) authorized a four year extension for all valid DRI Development Orders. At the option of the developer, all commencement, phase, buildout and expiration dates for valid Developments of Regional Impacts may be extended by four years regardless of previous extensions issued in the past.

In accord with HB 7207, Miromar Lakes DRI qualified for the four-year extension of the DRI's compliance dates its build out date from December 31, 2020 to

December 31, 2024. Under Lee County Resolution concurrency is also extended to December 31, 2024, consistent with the build out extension. Under HB 7207, the extension of the DRI's compliance dates does not constitute a substantial deviation and cannot be considered in the future in determining whether there has been a substantial deviation of the original development order approvals warranting further DRI review.

II. ACTION ON THE REQUEST AND CONDITIONS OF APPROVAL.

NOW THEREFORE, be it resolved by the Board of County Commissioners of Lee County, Florida, in a public meeting duly advertised, constituted and assembled April 16, 2012 October 11, 2014, the Sixth Seventh Amendment to the Miromar Lakes Development of Regional Impact is hereby approved subject to the conditions, restrictions and limitations that follow. For the purpose of this Development Order, the term "Developer" refers to Miromar Lakes, L.L.C., and includes all of its successors or assigns, and all references to County Ordinances or other regulations including future amendments.

A. AFFORDABLE HOUSING.

1. The Applicant conducted a survey in accordance with an approved methodology to determine whether a sufficient number of affordable housing units are available to meet the demands of the projected, non-construction, permanent employees of Phase I of the Project. The survey results demonstrated there was no unmet demand through build out of Phase I.

2. Prior to initiation of the second phase of the Project, the Developer must conduct a re-analysis of the affordable housing needs of the projected, non-construction, permanent employees of that phase using a methodology acceptable to the County, SWFRPC and the Florida Department of Community Affairs (DCA) Economic Opportunity (FDEO). The methodology must limit the percentage of mobile homes that comprise the total available supply to 20 percent.

3. If the second phase re-analysis of the affordable housing needs shows a shortage of affordable housing units that exceeds the threshold for regionally significant impact for the DRI, the Developer must mitigate the need by following the options outlined in Rule 9J-2.048(8), the Adequate Housing Uniform Standard Rule, or other measures agreed to by the County, SWFRPC and DCA FDEO.

B. ENERGY.

The Developer will utilize the energy conservation measures outlined in the ADA.

C. STORM WATER MANAGEMENT.

1. The Developer has obtained an Environmental Resource Permit (ERP) from South Florida Water Management District (SFWMD) - Permit No. 951122-7 Miromar Lakes. Prior to construction, the Developer must provide Lee County Development Services with a copy of the ERP, and any early work permit. The Developer must provide Lee County Development Services Division with a copy of all amendments to the ERP that include property that was not a part of the original application.
2. The Developer, Property Owner's Association, Uniform Community Development District (UCDD), or other entity with operational responsibility for the surface water management system must comply with Class III water quality standards for all water discharged into the lakes generally referred to as the north and south mining lakes.
3. The Developer must incorporate best management practices (BMPs) into the surface water management plans submitted to SFWMD. The Developer must also utilize BMPs during construction for control of erosion and sediment. These practices will be identified on the aforementioned plans submitted to SFWMD, and other agencies with jurisdiction.
4. The first habitable floor of all structures must be at or above the 100-year flood elevations. The 25-year/three-day storm event must be used in computing off-site discharge rates, taking into account the backwater elevations along on-site flowways.
5. The Developer must obtain a SFWMD permit for dewatering activities as required by Sections 2.5 and 5.2.2 Dewatering, Basis of Review (water use).
6. Upon completion of construction and stabilization of side slopes, the Developer must remove all silt barriers, hay bales, anchor soil, and accumulated silt.
7. The Developer must establish a legal operating entity in accordance with the SFWMD Basis of Review and Lee County Land Development Code (LDC), to maintain all internal storm water management lakes, ditches, and wetlands. The same condition applies to that portion of the north and south mining lakes under the ownership and control of the Developer. Easements, common areas or other legal mechanisms may be utilized to ensure sufficient access to the storm water management areas.
8. Where applicable, the storm water management plan submitted to SFWMD must consider measures to reduce runoff rates and volumes, including, but not limited to, fixed control structures, perforated pipes, and grass swale conveyances. The Developer must use swales rather than closed systems whenever practical.

9. The Developer must create littoral zones along the shoreline banks of the storm water management system consistent with the requirements of SFWMD and Lee County. The littoral zones must consist of native emergent or submergent aquatic vegetation. The Developer must ensure, by supplemental replanting if necessary, at least 80 percent cover by native aquatic vegetation within the required littoral zones.
10. The surface water management system design must incorporate natural flowway corridors and restore impacted natural flow way corridors.
 - (a) Storm water run-off must be pre-treated consistent with the South Florida Water Management District permit prior to discharging the run-off into existing lake or wetland (any aquatic) systems.
 - (b) The development must maintain the function and integrity of the Stewart Slough, the natural flowway being restored through the South Florida Water Management District's ERP, contained within the boundaries of this DRI. Flowways are precluded from being primary surface water treatment areas.
11. The Developer, or the legal operating entity, must perform annual inspections of the project's on-site storm water management system to ensure that the system is maintained in accordance with the final approved design.
12. The Developer must meet all Army Corps. of Engineers, Department of Environmental Protection, South Florida Water Management District, and Lee County requirements regarding the impact of the proposed storm water management system on state or federally listed plants or animal species occurring on-site. When required by federal, state, or local permits, the Developer will provide mitigation for those impacts.
13. The Developer must vacuum sweep all commercial streets and parking areas within the development on a regularly scheduled basis.
14. When required by SFWMD in accordance with Section 5.2.2, Basis of Review (E.R.P.), the Developer must provide at least one-half inch of dry pre-treatment (retention or detention), or an equivalent alternative, for commercial and industrial uses.
15. The Developer must participate in any Countywide storm water management system adopted by Lee County that directly benefits the development, under the same fiscal terms and conditions applicable to other benefitted properties.
16. As part of the routine maintenance of the project, the Developer must:

- (a) mow grassed storm water management areas;
- (b) remove accumulated debris within treatment areas;
- (c) replace all identifiable erosion to banks; and
- (d) remove noxious exotic vegetation that may potentially interfere with the proper function of the treatment areas.

17. The Developer must inspect, clean and repair all under-drain systems and grease baffles on a regular basis. The period between inspections may not exceed eighteen months.

18. The storm water management system must be designed to ensure that the quality and quantity of the water entering the wetlands is adequate to ensure the wetland survivability. The impact of the storm water management system on the wetland mitigation areas will be evaluated by the SFWMD during the ERP process.

19. All individual tenants or residents must comply with applicable laws and regulations regarding the management and use of hazardous materials.

20. Golf Course:

- (a) Prior to development order approval for the first 18-hole golf course, the developer must conduct a pre-development groundwater and surface water analysis and submit the analysis to the County. This analysis is intended to establish baseline data for groundwater and surface water monitoring for the project area. The analysis must be designed to identify those nutrients and chemicals that are anticipated to be associated with the project. Prior to commencing this baseline study, the developer must submit the methodology for review, comment, and approval by the County.
- (b) The developer must submit an annual monitoring report of surface water quality on the first 18-hole golf course for a period of five years from the issuance of the certificate of completion for the golf course, or the last violation, if any, of Chapter 62-302, F.A.C. water quality standards. The monitoring program will include: testing to assess whether there are any herbicide, pesticide or fertilizer pollution of the water at the project's outfall locations, which are the south mining lake, the Stewart Cypress Slough, and the north headwaters of Estero River. The developer will submit the test results with the monitoring report. The monitoring program will be established and operated at the expense of the developer, or other comparable legal entity charged with the legal responsibility of managing the golf course. This plan will be evaluated in accordance with

the directives of Chapter 62-302, F.A.C., water quality standards.

- (c) The developer must conduct a pre-development ground water and surface water analysis and submit the analysis to the County prior to development order approval for the second 18-hole golf course. The analysis will establish the baseline data for groundwater and surface water monitoring of the project area. The developer must design the analysis to identify the nutrients and chemicals anticipated to be associated with the second 18 hole golf course. The methodology employed in the base line study must first be reviewed and approved by the county.
- (d) The operator of the second 18 hole golf course must submit an annual monitoring report of ground water and surface water quality. The proposed monitoring program will be reviewed by the Natural Resources Division and evaluated in accordance with the requirements of Chapter 62-302 FAC water quality standards. The monitoring program must include: testing to assess whether there are unacceptable increased levels of herbicide, pesticide or fertilizer at project outfalls; identification of the locations of the ground water monitoring and project outfalls; identification of the locations of ground water monitoring and testing on a map(s); an outline of the testing and recording requirements. The operator must submit test results and the monitoring report to the Lee County Natural Resources Division. The monitoring program will be established and operated at the expense of the developer or other legal entity charged with the legal responsibility of managing the golf course. Compliance with the program will be evaluated at the project outfalls utilizing the water quality standards set forth in Chapter 62-302 F.A.C. The monitoring program will continue in perpetuity.

21. If groundwater or surface water pollution occurs, as that term is defined by the rules or regulations in effect at the time, and if the pollution is caused by the application of fertilizers, herbicides or pesticides to the golf course, the application of the pollutant must cease until there is a revised management plan for the application of the pollutant. A determination that the application of fertilizers, herbicides or pesticides to the golf course are the cause and source of the pollution must be based on competent and substantial evidence. If mitigation is necessary to address the pollution, a mitigation plan approved by Lee County and other appropriate agencies will be implemented by the developer.

D. TRANSPORTATION

1. Significant Impacts

(a) Assessment Parameters

The traffic impact assessment for the project assumes the following development parameters:

	Phase I (2004)	Buildout (202428)
Residential		
Single Family (ITE LUC 210)	314 D.U.	700 D.U.
Multi-Family	1,100 D.U. Total	1,900 D.U.
Total Apartments (LUC 220)	200 D.U.	200 D.U.
Residential Condominiums (LUC 230)	900 D.U.	1,700 D.U.
Non-Residential		
--Service/Office (LUC 710)	100,000 sq. ft.	340,000 sq. ft.
--General Retail (LUC 820)	160,000 sq. ft.	250,000 sq. ft.
--Hotel (LUC 310)	350 rooms	450 rooms
--Industrial/R & D (LUC 760)	0 sq. ft.	40,000 sq. ft.
--Golf Course (LUC 430)	36 holes	36 holes
 --Community Use (LUC 495)	 20,000 sq. ft.	 20,000 sq. ft.
(Golf Clubhouse)		
--Beach Park (LUC 415)	10 acres	10 acres
(Including a Beach Clubhouse for use of residents and their guests.)		

The above parameters form the basis for the project impacts and mitigation requirements contained herein. The assumed land uses associated with the general parameters are identified by the Land Use Code (LUC) from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 6th Edition. While approved zoning categories may allow a wider range of uses, from a DRI standpoint, the project impacts are based on the above parameters and assumed uses. Any significant change in the assumed uses or mix of uses will require a re-evaluation of the DRI transportation impacts. A significant change is one that would increase the external project traffic by five (5) percent or more or that would significantly change the projected distribution and assignment of project traffic, so as to result in additional significantly and adversely impacted roadway links. The overall traffic at the project entrances based on the above parameters is estimated to be 3,931 p.m. peak hour trips.

(b) Phase I Impacts

The assessment indicates that the significantly impacted roadways and intersections described below were anticipated to be operating below acceptable levels of service at the end of Phase I (2004):

Roadways

Needed Improvement

Alico Road

–U.S. 41 to Seminole Gulf Railway
 –I-75 to Ben Hill Griffin Parkway

Widen to six (6) lanes*
 Widen to six (6) lanes

** or realignment/interchange as part of Metro Parkway extension (6 lanes), US 41 to Six Mile Parkway*

Intersections

Alico Road/Three Oaks Parkway
 Alico Road/Project Entrance
 Ben Hill Griffin Parkway/Alico Road
 Ben Hill Griffin Parkway/Project Entrances
 Ben Hill Griffin Parkway/Corkscrew Road

US 41/Alico Road

Add 2nd NB left, 2nd WB left, 2nd SB left
 Intersection Improvements
 Add 2nd NB left
 Intersection Improvements
 Signalization, add 2nd EB left, 2nd SB left
 Add 2nd WB right, 3rd SB left

The intersection improvements include geometric improvements, such as turn lanes and signalization when warranted. The Developer will be fully responsible for improvements needed at the project entrances that are deemed site-related (See Paragraph D.4). The intersections are addressed in the overall proportionate share calculation. As noted above, however, site-related needs at the project entrances are not addressed in the proportionate share calculation.

(c) Buildout Impacts

The assessment indicated that the significantly impacted roadways and intersections described below were anticipated to be operating below acceptable levels of service at the end of buildout (2009¹):

Roadways

Alico Road
 –U.S. 41 to Seminole Gulf Railway
 –Lee Road to I-75
 –I-75 to Ben Hill Griffin Parkway

Ben Hill Griffin Parkway
 –T&T Entrance to Alico Road

Needed Improvement

Widen to six (6) lanes
 Widen to eight (8) lanes
 Widen to six (6) lanes

Widen to six (6) lanes

¹ The build out date of the Miromar DRI was extended to 2020. However, the transportation analysis was conducted assuming a build out date of December 31, 2009. For this reason, the reference to 2009 was not amended in this paragraph.

Corkscrew Road	
–Three Oaks Parkway to Ben Hill Griffin Parkway	Widen to six (6) lanes
Daniels Parkway	
-- Metro Parkway to Six Mile Cypress Parkway	Widen to eight (8) lanes
--Six Mile Cypress Parkway to Fiddlesticks Boulevard	Widen to ten (10) lanes
--Fiddlesticks Boulevard to I-75	Widen to eight (8) lanes
U.S. 41	
– Coconut Road to Williams Road	Widen to six (6) lanes
--Alico Road to Six Mile Cypress Parkway	Alternate facility needed*

**Metro Parkway extension (six (6) lanes), US 41 to Six Mile Parkway*

Intersections

Alico Road/Oriole Road	Add 2 nd WB left, signalization
Alico Road/Three Oaks Parkway	Add 3 rd EB left, 3 rd NB through 3 rd SB through
Alico Road/I-75 East Ramp	Add 2 nd WB left, 2 nd NB left
Alico Road/Project Entrance	Intersection Improvements
Ben Hill Griffin Parkway/Alico Road	Add 3 rd NB left, 3 rd SB through, 3 rd WB through, 2 nd EB left
Ben Hill Griffin Parkway/Project Entrances	Intersection Improvements
Ben Hill Griffin Parkway/Corkscrew Road	Add 2 nd EB left, 2 nd NB left, 2 nd SB left
Corkscrew Road/Three Oaks Parkway	Add 2 nd EB left
US 41/Alico Road	Add 3 rd SB left

The intersection improvements include geometric improvements, such as turn lanes and signalization when warranted. The Developer will be fully responsible for improvements needed at the project entrances that are deemed site-related (see Paragraph D.4). The intersections are addressed in the overall proportionate share calculation. As noted above, however, site-related needs at the project entrances are not addressed in the proportionate share calculation.

The amended traffic assessment conducted for the Fifth Amendment to the development order indicated that the significantly impacted roadways described below will be operating below acceptable levels of service at the end of buildout in 2024~~28~~.

Roadways

Needed Improvement

Ben Hill Griffin Parkway

-- Miromar Lakes Entrance to College Club Drive

Widen to six (6) lanes

2. Mitigation

(a) Phase I Proportionate Share

The total proportionate share obligation to mitigate the Phase I transportation impacts on the non site-related roads and intersections set forth in Paragraph D.1.b. above is estimated to be \$1,270,796 in 1999 dollars. The Phase I road impact fees anticipated to be generated by the project based on the development parameters set forth in Paragraph D.1.a and under the current County road impact fee schedules are \$3,171,928, or \$1,901,132 more than the Phase I proportionate share obligation.

(b) Buildout Proportionate Share

The total proportionate share obligation to mitigate the build out transportation impacts on the non-site related roads and intersections set forth in Paragraph D.1.c. above is estimated to be \$10,914,866 in 1999 dollars. The total road impact fees anticipated to be generated by the project through buildout based on the development parameters set forth in Paragraph D.1.a. and under the current County road impact fee schedules are \$5,686,010. The proportionate share obligation is approximately \$5,228,856 more than impact fees in 1999 dollars.

(c) Traffic Mitigation

The Developer must mitigate its overall project traffic impacts through the payment of the entire project proportionate share obligation of \$10,914,866 for project buildout. The details of this payment must be established in a Local Government Development Agreement executed pursuant to Section 163.3220, Florida Statutes, and Chapter 2, Article III of the Lee County Land Development Code. The Developer must submit to Lee County a Development Agreement within 90 days of the effective date of this DRI Development Order.

Generally, the payment is to be accomplished in the following manner:

Within 120 days of the effective date of this DRI Development Order, the Developer must deliver as Maker a promissory note, payable to Lee County, in the original principal amount of \$10,914,866.00, representing the entire proportionate share obligation. The note will provide for

payment of the entire amount to be paid the County before December 30, 2005. Additionally, the note must provide for interest to be paid at a rate of 7.4 percent on the unpaid balance of the proportionate share assessment.

The promissory note will provide for payments of principal as follows:

The first principal installment will be in the amount of the Phase I impact fee obligation, \$3,171,928.00, and will be due and payable on or before the earlier of one year from the date of final DRI Development Order approval or the date of the issuance of the first building permit for vertical construction. However, some development such as the golf course, golf clubhouse, information/sales center/model center, and beach club may proceed prior to the first payment. That development will be required to pay road impact fees at the time permits are received. Impact fee payments will be deducted from the first principal payment;

The second principal installment in the amount of \$6,000,000.00, will be due and payable on December 30, 2002;

The final payment of principal in the amount of \$1,742,938.00, will be due and payable December 30, 2005.

Interest will be payable on December 30th of each year beginning December 30, 2000 and continuing until the promissory note is paid in full. Upon payment of the six million dollar principal payment prior to December 30, 2002, the 2002 interest payment will be based on the remaining principal balance of \$1,742,938.00. Each payment will be in the amount of all accrued and unpaid interest to the date thereof. Except for the year 2002, the amount of interest accrued will be based on the daily principal balance outstanding during the preceding year. The applicable interest rate will be equal to 7.4 percent. Interest payments are due and owing on December 30th of each calendar year. All prepayments of principal shall be credited to the next installment(s) due. All interest payments will be deposited in the District 3 impact fee account.

The Developer may choose to provide certain improvements such as the right-of-way for Koreshan Boulevard Extension along the south property line for Miromar Lakes or the six-laning of Ben Hill Griffin Parkway in exchange for credits against the overall payment obligation. These improvements are subject to concurrence by Lee County DOT on their scope and timing, and the contributions will be treated as prepayments of principal. Dedication of the Koreshan Boulevard Extension right-of-way will be valued consistent with the provisions of the Lee County Land Development Code, based on the date prior to DRI Development Order

approval.

The portion of the payment in lieu of impact fees, estimated at \$5,686,010.00, will be treated as impact fees as outlined in the Lee County Land Development Code and deposited in the District 3 impact fee account. Cash payments above and beyond those in lieu of impact fees will be applied by Lee County toward the following improvements and in the following priority:

The list of significantly and adversely impacted roads and intersections from Paragraphs D.1.b and D.1.c.

Other non-site related roadway improvements benefitting Miromar Lakes.

(d) Concurrency

1. If the development agreement and promissory note specified in Paragraph D.2.c. above are provided as described and in the time frames noted, the Miromar Lakes DRI will be granted a concurrency certificate for buildout of the project, that is, the certificate will be valid until the project completes the buildout development parameters specified in Paragraph D.1.a. or December 31, 2024~~28~~, whichever is sooner. Thereafter, further development of the project will be subject to the Concurrency Management System, unless the concurrency certificate is extended as provided in Condition D.2.d.2 below. Under the payment schedules identified above, the Developer will not be required to pay road impact fees at the building permit stage, except as previously noted for that limited development that may occur prior to the first payment. If the payments are not made as described, then no further building permits will be issued until the Developer makes the payment. Concurrency vesting is contingent on the payment schedule and amounts set forth in Paragraph D.2.c. The proportionate share required herein was paid in full and the project will not lose its vested status and will not be subject to the County's Concurrency Management System for all future development as long as the development is constructed within the adopted development parameters. The Developer will have a 15 day grace period following the due date for each payment within which to make the required payment without affecting the concurrency vesting.
2. In 2010, the developer filed a Notice of Proposed Change that resulted in a fifth amendment to the DRI development, which permitted an extension of the project buildout to December 31,

2020, extended the concurrency certificate in Condition II.D.2.d.1. above to December 31, 2020, and provided a detailed traffic assessment to the Lee County Department of Transportation for review and approval.

If the developer files a Notice of Proposed Change that results in an extension of project build out beyond December 31, 2024 and the developer desires to extend the concurrency certificate in Condition D.2.d.1. above beyond 2024, the developer must provide a detailed traffic assessment to Lee County DOT for review and approval. The assessment must include, but not limited to, identifying the adjusted phasing, level of development anticipated for the revised phasing, estimated traffic impacts, needed improvements, and the project's proportionate share of those improvements.

The assessment will be a cumulative analysis of the project's traffic impacts. The County will provide credit against the recalculated proportionate share for all mitigation paid through the date of the new traffic assessment. The proportionate share payments previously made by the Developer will be adjusted to then current year dollars. This will be accomplished by increasing the principal amount paid by an amount equal to the increase as determined in the State Highway Bid Index for the State of Florida, published in the Engineering News Record. This increase will be expressed as a percentage and will be measured from the index published for the second quarter of 1999 to the index published in the then latest available edition. In no event may the adjustment result in a refund of money paid to the County. The assessment must identify mitigation for those roadway segments that are significantly and adversely impacted by cumulative project traffic at the extended build-out year in accordance with the Transportation Uniform Standard Rule in the Florida Administrative Code. Prior to conducting a reassessment analysis, the developer must attend a transportation methodology meeting with the County, and other review agencies as necessary, to establish the appropriate methodology.

The traffic assessment will be prepared by the developer following generally acceptable transportation planning procedures consistent with the standards in effect at the time. Additional mitigation, if any, resulting from the traffic assessment must be paid in a manner generally consistent with that of the original mitigation. For example, the development order and any corresponding development agreement must be amended to reflect the revised phasing and additional mitigation.

3. Amendments to Phasing Schedule

If the project phasing is expanded in the future, the phases must be limited to not more than five-year intervals and a new analysis will be required at the start of each phase..

4. Access and Site-Related Improvements

The Developer is fully responsible for its share of the following site-related roadway and intersection improvements: all intersection improvements, including signalization, turn lanes, deceleration lanes, and other improvements deemed necessary by the County Engineer and consistent with the Lee County Land Development Code for the project's access points onto Alico Road and Ben Hill Griffin Parkway. Site-related improvements are not eligible for credit against impact fees and are also ineligible for offset against the project's proportionate share obligation.

5. Biennial Transportation Monitoring Report

(a) Design of Monitoring Program

The transportation monitoring program will be designed in cooperation with the Lee County Department of Transportation, the Florida Department of Transportation (FDOT), the Southwest Florida Regional Planning Council (SWFRPC), and the Florida Department of ~~Community Affairs (FDCA)~~ Economic Opportunity (FDEO) prior to submittal of the first report. The methodology of the biennial transportation monitoring report may be revised if agreed upon by all parties.

(b) Submittal of Monitoring Report

The Developer must submit a biennial transportation monitoring report to the following entities for review and approval: Lee County Department of Transportation, FDOT, FDCA FDEO, and SWFRPC. Additionally, the Developer must provide a copy of the report to Florida Gulf Coast University (FGCU). The first monitoring report will be submitted one year after the effective date of the DRI Development Order. The Developer must provide written notice to the above review agencies if he concludes that a traffic monitoring report is not required because no traffic impacts have been created. Once an biennial transportation monitoring report has been submitted, a report must be

submitted biennially thereafter until project buildout, whether actual or declared.

(c) Minimum Requirements for Report Contents

At a minimum, the monitoring report will measure the project's actual external roadway impacts and the level of service conditions on the impacted roads and intersections, and determine the timing for needed improvements. The biennial traffic monitoring report must also contain the following information:

- 1) P.M. peak hour traffic counts with turning movements at the project's access points onto Alico Road and Ben Hill Griffin Parkway, and on the external road segments and intersections identified in Paragraph D.1.c.
- 2) A comparison of field measured project traffic volumes to the project trip generation assumed in the DRI analysis. The Developer will need to specify in the methodology how the internal interaction will be measured.
- 3) Estimated existing levels of service and needed improvements for the roads and intersections specified in Paragraph D.1.c. above.
- 4) Estimated future levels of service and needed improvements for the roads and intersections specified in Paragraph D.1.c. above, based on a one-year projection of future volumes.
- 5) A summary of the status of road improvements assumed to be committed by Lee County and FDOT as set forth below:

<u>Roadways</u>	<u>Improvement</u>	<u>Construction Schedule</u>
Alico Road		
—US 41 to Seminole Gulf Railway	four (4) lanes	FY 98/99
—Seminole Gulf Railway to I-75 West Ramps	six (6) lanes	FY 98/99
Corkscrew Road		
—Sandy Lane to I-75	four (4) lanes	FY 98/99

Three Oaks Parkway --Alico Road to Daniels Parkway	four (4) lanes	FY 00/01
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Treeline Avenue --Alico Road to Daniels Parkway	four (4) lanes	FY 01/02
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US 41 --Alico Road to Daniels Parkway	four (4) lanes	FY 98/99
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<u>Intersections</u>	<u>Improvement</u>	<u>Construction Schedule</u>
I-75 Ramps/Alico Road	Signalization	FY 98/99

(d) Implications

- 1) If the biennial transportation monitoring report reveals that the project trip generation exceeds the thresholds identified in 380.06(19)(b)15, Florida Statutes, then the statutory provisions regarding substantial deviations will govern. If the project is deemed to be a substantial deviation, the Developer must then undergo additional DRI review. This review must reanalyze the project impacts on the County road network in general, and specifically evaluate the potential project impacts on the roadway segments identified in Paragraph D.3 above.
- 2) Changes to development parameters or phasing may trigger the need to rebut the statutory presumption of substantial deviation. In some instances, the evidence necessary to rebut the presumption may involve the need for a comparison of project trip distribution and assignment.

6. Other

(a) Access to FGCU

The Developer has accommodated a second access to FGCU that connects to Ben Hill Griffin Parkway at STA 916+43.75, as contemplated in the FGCU Master Plan.

In addition, the Developer has accommodated two additional accesses to the FGCU campus from: 1) the southern project entrance off Ben Hill Griffin Parkway; and 2) the east boundary of the project as reflected on

Map H.

(b) Access Locations and Movements

- 1) The transportation assessment was based on the access locations and movements identified in the DRI Master Plan (Map H) dated 12/23/09, printed by Miromar Development Corporation. Additional accesses may require further analysis by the Lee County Department of Transportation for the DRI.
- 2) Access to the Estero Parkway will be subject to the access management plan for the roadway proposed in conjunction with the design. Median openings were determined as part of the roadway design process as well.

(c) Pedestrian/Bicycle and Transit Facilities

The Developer will provide for pedestrian and bicycle facilities and bus stop locations in accordance with the attached Exhibit D.

(d) Access to Future 951

Future access to County Road 951 will be subject to the recommendations set forth in the PD&E for the roadway.

7. Land Use Conversion

The approved parameters, as specified in this Development Order, may be modified by the Developer without further amendment to this Development Order, subject to the conditions of Paragraph D.1.a. and as set forth below.

- (a) No more than 700 single-family units will be built at Miromar Lakes. Given that single family units generate more total and external traffic than multi-family and, therefore, have a greater traffic impact, single family units may be converted to multi-family units at a one-to-one (1:1) ratio. This conversion may occur without further DRI or substantial deviation review.
- (b) Residential condominium units may be converted to apartment units at a ratio of 1.15 residential condominium units to one apartment unit. However, no more than 700 residential condominium units may be converted to apartment units. This conversion may occur without further DRI or substantial deviation review.
- (c) Office use may be converted to Research and Development (R&D) at a ratio of 1,000 square feet of Office to 1,100 square feet of Research and

Development. There is no limitation on the conversion of Office use to Research and Development (R&D) at the above ratio.

- (d) Notice of any conversion must be provided to the County, the Regional Planning Council, and the Department of ~~Community Affairs~~ Economic Opportunity. In addition, the amount of conversion must be reported as part of the subsequent annual monitoring report.

8. Golf Cart Crossing

- (a) Any golf cart crossing of Ben Hill Griffin Parkway by the Miromar Lakes DRI must be grade-separated. At-grade golf cart crossings of Ben Hill Griffin Parkway are prohibited. The golf cart crossing must be elevated over Ben Hill Griffin Parkway.
- (b) The elevated golf cart crossing of Ben Hill Griffin Parkway was reviewed and approved by Lee County DOT. The review included issues such as structural requirements and adequate sight distances for Ben Hill Griffin Parkway. The Developer obtained a right-of-way permit from Lee County DOT and agreed to adequately maintain the structure within the right-of-way.

E. VEGETATION AND WILDLIFE/WETLANDS.

- 1. Where feasible and appropriate for bird usage, storm water management lakes must include draw-down pool features in littoral shelf slopes. These features will be reviewed as part of the ERP permit and will be considered because they favor use by wood storks and wading birds.
- 2. Identifiable impacts to the Florida panther habitat will be addressed through the Army Corps. of Engineers (ACOE) permitting process. The ACOE is consulting with U.S. Fish and Wildlife (USFWS) Service as part of the Section 7 consultation under the Endangered Species Act. The ACOE will evaluate, through the permitting process, the impacts to the Florida panther. The impact must be assessed in accordance with Section 404 Federal Register and Section 7 of the Endangered Species Act.

The panther mitigation for buildout of the development, as depicted on Map H, has been identified in the ACOE Permit #199507483 (IP-MN) and SAJ1995-07483 (IP-MN) Addition and South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) No. 36-03568-P, as modified. The 12.65 Panther Island Mitigation credits have been transferred and 548.0 acres (194.0 and 353.0 acre parcels) of off-site land for panther mitigation has been acquired by the applicant. The 353-acre parcel must be accepted by appropriate agencies and conservation

easements as per ACOE and SFWMD permit condition requirements must be recorded over the 194.0 and 353.0 acre parcels.

3. The Big Cypress Fox Squirrel Management Plan, dated July 2, 1998, must be amended to:
 - (a) address the quantity and quality of the Big Cypress Fox Squirrel habitat to be protected, and
 - (b) to identify the entity that will be responsible for the perpetual maintenance of the habitat.

The afore-stated amendments to the Big Cypress Fox Squirrel Management Plan are subject to review and approval by Lee County, DCA, FDEO, and SWFRPC. Once approved, the management plan must be incorporated into this DRI Development Order. (9J-2.041 FAC)

4. The Developer must obtain an incidental take permit or relocation permit from the Florida Game and Fresh Water Fish Commission (FGFWFC) for gopher tortoises. If the Developer obtains an incidental take permit, tortoises and commensal species must be located out of harm's way to appropriate upland locations. The Developer will relocate tortoises to appropriate on-site upland preserves. Regardless of the type of permit obtained from the FGFWFC, a minimum of 3.0 acres of upland habitat appropriate for gopher tortoises will be preserved south of Stewart Cypress Slough between Ben Hill Griffin Parkway and the approximate 156-acre wetland/upland conservation area.
5. Where appropriate, the Developer must design internal roads that cross the Stewart Cypress and other strand areas to accommodate wildlife crossings of appropriate size for use by Florida panther and Florida black bear. Such size and design must correspond to the size and design set out in Condition 21 to the MPD.
6. Seventy-five (75) percent of the total number of required trees used in buffers and landscaping must be indigenous native varieties. Fifty percent (50%) of the total number of required shrubs used in buffers and landscaping must be indigenous native varieties. Where practicable, ecologically viable existing native vegetation should be incorporated into the landscape design. Xeriscaped landscape areas should not be irrigated after the initial start-up period, unless weather conditions and the survival of the areas require otherwise. Category 1 invasive exotic vegetation listed by the Florida Pest Plant Council may not be used for landscaping south of the main branch of the Stewart Cypress Slough (see Exhibit F

attached hereto), except that *Ficus benjaminia* trees are permitted only along Ben Hill Griffin Parkway to screen the residential community and to carry forward the existing landscaping theme of the northern and western portions of the DRI.

7. The following management guidelines must be implemented to further reduce the potential for ground and surface water impacts from the golf course:
 - (a) The course must be planted with a turf grass cultivated variety having drought and pest resistant qualities and requiring relatively low fertilizer use;
 - (b) The irrigation system should operate on an "as needed" basis by the utilization of weather forecasting and ongoing assessment of the moisture content of the soil. It is not the intent of this provision to require the purchase or installation of high technology weather forecasting or rain monitoring equipment.
 - (c) Fertilizers with a low leaching potential (slow release) must be used whenever possible. Fertilizers may not be applied after active growth of the turf grass has ceased. Application rates must be kept to the lowest reasonable levels;
 - (d) To reduce sources of pollutants, especially nutrients and pesticides associated with the golf course, the golf course manager must implement a chemicals management plan which includes an integrated pest management (IPM) program and a nutrient management program so that nutrients and pesticides are used only when absolutely necessary and only in the most conservative manner through minimal species-specific applications. The nutrient management program must include the use of soil tests to determine needed applications of nutrients. Only EPA-approved chemicals are permitted. Turf managed areas (including fairways, tees, and greens) are prohibited within 35 feet of the Conservation Areas (CO) shown on the Master Concept Plan for Miromar Lakes.
 - (e) The golf course manager will coordinate the application of pesticides with the irrigation practices (the timing and application rates of irrigation water) to reduce runoff and the leaching of any applied pesticides and nutrients.
 - (f) The Developer must employ a golf course manager licensed by the state to use restricted pesticides and experienced in the principles of IPM. The golf course manager will be responsible for

ensuring that the golf course fertilizers are selected and applied to minimize fertilizer runoff into the surface water and the leaching of those same fertilizers into the groundwater.

- (g) The storage, mixing, and loading of fertilizer and pesticides will be designed to prevent/minimize the pollution of the natural environment. The golf course must comply with the publication "Best Management Practices for Golf Course Maintenance Departments, May 1995" published by the Florida Department of Environmental Protection.

8. Golf Cart Crossing

- (a) Golf course crossing of the Stewart Cypress Slough must be grade-separated. At grade golf cart crossings of this Slough are prohibited.
- (b) At the time of final plan approval, all proposed elevated golf cart crossings of the Slough must be reviewed and approved by the Lee County Division of Environmental Sciences. The review will include, but is not limited to, the structural requirements of the crossing and function of the Slough.

9. The wetland mitigation for buildout of the development, as depicted on Map H, has been identified in the ACOE Permit #199507483 (IP-MN) and SAJ1995-07483 (IP-MN), and SFWMD ERP No. 36-03568-P, as modified. In addition to mitigation as discussed in Condition II.E.2., requirements include a minimum of 354.0 acres of on-site wetland and upland preservation, restoration and enhancement in substantial compliance with the areas delineated as conservation areas (CO) on Map H. If modifications to Map H are proposed to include additional land and/or impacts to required conservation areas, then jurisdictional agency review is required. Should additional land be added to the DRI, the impacts to wetlands on the additional lands will be reviewed in accordance with the laws in effect at that time. The inclusion of additional land will not subject the wetland mitigation identified in ACOE Permit #199507483 (IP-MN) and SAJ1995-07483 (IP-MN) to additional review or changes unless the applicant proposes changes to the wetland impacts and/or the required wetland mitigation.

F. WASTEWATER MANAGEMENT/WATER SUPPLY.

1. The project must incorporate water conserving devices or methods, including low volume water use plumbing fixtures, self-closing or metered water faucets. The water conserving devices must meet the criteria

outlined in the water conservation plan of the public water supply permit issued to Gulf Environmental Services (GES) by SFWMD.

2. The Developer must obtain Water Use Permits for water withdrawals for landscape irrigation. Permits may only be issued for applications that meet the SFWMD criteria in effect at the time of permitting. Permits must be received prior to construction of the irrigation system.
3. Prior to the commencement of construction, plans and specifications for the water and wastewater collection system must be reviewed by Gulf Environmental Services, in accordance with their adopted rules and regulations.
4. The Developer must design potable water facilities in accordance with the Lee County Land Development Code (LDC). The LDC will also govern the applicable design for domestic and fire flow.
5. The Developer must comply with the LDC provisions that require the availability of adequate water and wastewater at the time of local final Development Order approval. Potable water, wastewater collection and treatment, and eventually non potable water must be obtained from Gulf Environmental Services. If GES is unable to provide the service, the Developer must construct interim potable water and wastewater treatment facilities, or postpone development until GES has sufficient capacity. Interim facilities must be constructed to LDC standards, and must be dismantled at the Developer's expense upon connection to GES facilities.
6. If the Developer utilizes treated effluent for irrigation, the Developer must buffer the on-site lakes, preserved wetlands, and storm water management system from possible effluent contamination in accordance with applicable SFWMD regulations.
7. Temporary septic systems may be used in conjunction with the construction office, sales offices, and model homes. Temporary septic systems must be properly abandoned and removed by a licensed septic system firm when permanent or interim wastewater treatment facilities are operational. Permanent septic systems are permitted for golf course restrooms. All other septic systems are prohibited.
8. The Developer must use the lowest quality of water available and acceptable for all non-potable water uses. Potable water may not be utilized for non-potable uses if adequate and acceptable non-potable water is readily available.

G. COMPREHENSIVE PLAN CONSISTENCY.

1. Lee County may not issue a local Development Order unless the Development Order is consistent with the County's Comprehensive Plan, Land Development Code, University Window Overlay, Ben Hill Griffin Parkway Access Management Plan, and Concurrency Management System.
2. Given the 114 acres proposed for commercial development, the project is limited to no more than 1,140,000 square feet of commercial retail, office, hotel, and research and development uses. All commercial ancillary uses are included in this limitation; no residential or recreational ancillary uses are included in this amount. All building area must be included in this calculation to show compliance with this limitation. If multiple local development orders are requested, it is the developer's responsibility to provide a cumulative total of previous development order approvals prior to the issuance of the requested local development order.
3. The requested 340,000 square feet of office use may be converted to research and development use on a one square-foot to 1.1 square-foot ratio.

H. FIRE.

1. The Developer must address its fire and emergency services impacts through the payment of impact fees in accordance with the schedule set forth in the Lee County Land Development Code.
2. When required by Superfund Amendments Reauthorization Act (SARA) Title III, and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, the Developer must file hazardous materials reports and updates.

I. AIRPORT NOISE ZONE.

Residential development is prohibited within all areas designated as Airport Noise Zone 3. However, this does not preclude the development of time-share units in conjunction with a bona-fide hotel use, provided the time-share units do not comprise more than 25 percent of the total approved hotel rooms. In such an instance, time-share units are not deemed to be a residential use.

III. LEGAL EFFECT AND LIMITATIONS OF THIS DEVELOPMENT ORDER AND ADMINISTRATIVE REQUIREMENTS.

- A. Resolution. This Development Order constitutes a resolution of Lee County adopted by the Board of County Commissioners in response to the DRI/ADA filed for Miromar Lakes DRI.

- B. Additional Developer Commitments. All commitments and impact mitigating actions volunteered by the Developer in the ADA and supplementary documents that are not in conflict with conditions or stipulations specifically enumerated above are incorporated by reference into this Development Order. These documents include, *but are not limited to the following:*
1. The Alico AMDA filed September 13, 1990, as amended by The Miromar Lakes Development of Regional Impact ADA sufficiency response filed November 10, 1997.
 2. The Miromar Lakes DRI sufficiency responses, stamped received on:

January 16, 1991
April 2, 1991
July 10, 1991
November 17, 1997
March 27, 1998
July 6, 1998
 3. The Miromar Lakes Notice of Proposed Change as amended by subsequent submittals.
- C. Master Plan of Development. Map H, dated ~~12/23/09~~ September 19, 2011, is attached hereto as Exhibit C, and is incorporated by reference. The Developer may modify the boundaries of development areas and the location of internal roadways to accommodate topography, vegetation, market conditions, traffic circulation, or other site related conditions as long as the modification meets local development regulations. However, this provision may not be used to reduce the size of wetland preserve areas. Precise wetland boundaries will be determined by the South Florida Water Management District, as delegated by the Department of Environmental Protection and the Army Corps. of Engineers.
- D. Binding Effect. This Development Order is binding upon the Developer(s), and its assignees or successors in interest. Where the Development Order refers to lot owners, business owners or other specific references, those provisions are binding on the entities or individuals referenced. Those portions of this Development Order that clearly apply only to the project Developer are binding upon any builder/Developer who acquires a tract or parcel of land within the DRI. The Developer may impose or pass on the requirements of this DRI DO to ultimate purchasers through covenants that run with the land.
- E. Reliance. The terms and conditions and phasing schedule set out in this Development Order constitute a basis upon which the Developer and the County may rely in future actions necessary to fully implement the final development contemplated by this Development Order. The development

parameters and phasing schedule upon which this Development Order approval is based is set forth in Exhibit B. Changes to the development mix or phasing schedule may require a reanalysis of project impacts in order to rebut a presumption of substantial deviation.

- F. Enforcement. All conditions, restrictions, stipulations and safeguards contained in this Development Order may be enforced by either party by action at law or equity. The cost of those proceedings, including reasonable attorney's fees, will be paid by the defaulting party.
- G. Successor Agencies. References to governmental agencies will be construed to mean future instrumentalities that may be created and designated as successors in interest to, or which otherwise possess the powers and duties of the referenced governmental agencies in existence on the effective date of this Development Order.
- H. Severability. If any portion or section of this Development Order is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, that decision will not affect the remaining portions or sections of the Development Order, which will remain in full force and effect.
- I. Applicability of Regulations. This Development Order does not negate the Developer's responsibility to comply with federal, state, regional and local regulations.
- J. Further Review. Subsequent requests for local development permits do not require further DRI review pursuant to Section 380.06, Florida Statutes. However, upon a finding by the Board that any of the following conditions exist, the Board must order a termination of all development activity in that portion of the development affected by the substantial deviation until a DRI Application for Development Approval, Notice of Substantial Deviation or Notice of Proposed Change has been submitted, reviewed and approved in accordance with Section 380.06, Florida Statutes.
 - 1. There is a substantial deviation from the terms or conditions of this Development Order or other changes to the approved development plans that create a reasonable likelihood of adverse regional impacts or other regional impacts that have not been evaluated in the review by the Regional Planning Council; or
 - 2. Expiration of the period of effectiveness of the Development Order. Any request to extend the effectiveness of this Development Order will be evaluated based on the criteria for the extension of the buildout date set forth in Section 380.06(19), Florida Statutes.

3. Conditions in the development order that specify circumstances in which the development will be required to undergo additional DRI review. See 9J-2.025(10).
- K. Commencement of Physical Development. Substantial physical development of the project occurred no later than December 31, 2000. Further development must occur in accordance with the development parameters and phasing schedule set forth in Exhibit B.
- L. Buildout and Termination Dates. The project has a buildout date of December 31, 2024, and a termination date of December 31, 2030. No permits for development will be issued by the County subsequent to the termination date or expiration date unless the conditions set forth in Section 380.06(15)(g) are applicable.
- M. Assurance of Compliance. The administrative director of the Lee County Department of Community Development, or their designee, will be the local official responsible for assuring compliance with this Development Order. Lee County is primarily responsible for monitoring the development and enforcing the provisions of the development order. No permits or approvals will be issued if the developer fails to act in substantial compliance with the development order.
- N. Credits Against Local Impact Fees. Pursuant to Chapter 380.06(16), the Developer may be eligible for credits for contributions, construction, expansion, or acquisition of public facilities, if the Developer is also subject by local ordinances to impact fees or exactions to meet the same needs. However, no credit will be provided for internal on-site facilities required by County regulations or to any off-site facilities to the extent those facilities are necessary to provide safe and adequate services to the development.
- O. Protection of Development Rights. Assuming the project can comply with the County's Concurrency Management Program at the time development permits are requested, the project will not be subject to down-zoning, unit density reduction, intensity reduction or prohibition of development until December 30, 2026~~30~~. If the County demonstrates at a public hearing that substantial changes have occurred in the conditions underlying the approval of this Development Order, or finds that the Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by Lee County to be essential to public health, safety and welfare, then down-zoning unit density reduction or prohibition of development may occur. [See 9J-2.025(3)(b)13]
- P. Biennial Reports. The Developer must submit a report biennially to the Lee County Department of Community Development, the SWFRPC and Florida DCA DEO on Form RPM-BSP-Annual Report-1. The content of the biennial report must include the information set forth in Exhibit E, and must also be consistent

with the rules of the FDCA. The first monitoring report must be submitted to the DRI coordinator for SWFRPC, DCAFDEO, and Lee County not later than one year after the effective date of this Development Order. Further reporting must be submitted not later than two years from the previously submitted report, until buildout, whether actual or declared. Failure to comply with this biennial reporting procedure is governed by Section 380.06(18), Florida Statutes, which provides for the temporary suspension of the DRI Development Order.

The Developer must file the biennial monitoring reports until actual or declared buildout of the project. Miromar Lakes, L.L.C., is the party responsible for filing the biennial monitoring reports until one or more successor entities are named in the development order. The Developer must inform successors in title to the undeveloped portion of the real property covered by this Development Order of the biennial reporting requirement. Tenants or owners of individual lots or units have no obligation to comply with this reporting condition.

The Developer must also submit a transportation biennial report in accordance with the provisions set forth in Section II.D. of this development order.

- Q. Community Development District. The Developer might elected to petition for the formation of a Uniform Community Development District to serve all or a portion of the project pursuant to Florida Statutes Chapter 190, as it may be in effect from time to time. Lee County hereby gives its approval that any such district may undertake the construction and/or funding of all or any of the mitigation and public infrastructure projects for which the Developer is responsible under the terms of this development order, whether within or without the boundaries of the district, and including the payment of mitigation amounts provided for in this development order, as a co-obligor hereunder. This provision shall not be construed to require the approval of any petition to form such a district, and in no event shall the Developer be released from its obligations under this Development Order.
- R. Transmittal and Effective Date. The County will forward certified copies of this Development Order to the SWFRPC, the Developer, and appropriate state agencies. This Development Order is rendered as of the date of that transmittal, ~~but will not be effective until the expiration of the statutory appeal period (45 days from rendition) or until FDCA has completed their review and has determined not to take an appeal should that occur prior to the expiration of the 45 day period or until the completion of any appellate proceedings, whichever time is greater.~~ In accordance with the requirements of Section 380.06(15)(f), Florida Statutes, once this development order is effective, the Developer must record notice of its adoption in the office of the Clerk of the Circuit Court of Lee County. The FDEO and the SWFRPC offered no objections within 45 days after the application was submitted, and therefore have no ability to appeal the amended DRI DO.

Commissioner Judah made a motion to adopt the Seventh Development Order Amendment, seconded by Commissioner Hall. The vote was as follows:

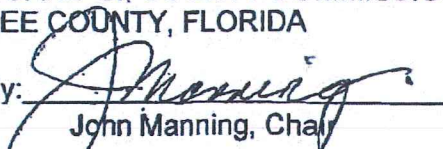
John Manning	<u>Aye</u>
Brian Bigelow	<u>Aye</u>
Ray Judah	<u>Aye</u>
Tammara Hall	<u>Aye</u>
Frank Mann	<u>Aye</u>

DULY PASSED AND ADOPTED this 16th day of April, 2012.

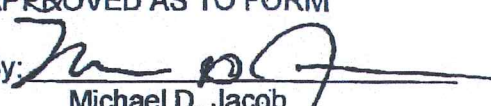
ATTEST:
Charlie Green, Clerk



BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: 
John Manning, Chair

APPROVED AS TO FORM

By: 
Michael D. Jacob
County Attorney's Office

Exhibits:

- A. Legal Description (1,805 1,793.646 +/- acres)
- B. Development Parameters and Phasing Schedule
- C. Map H dated 12/23/09 September 19, 2011
- D. Pedestrian and Bicycle Facilities and Bus Stop Locations
- E. Biennial Monitoring Report Requirements
- F. Invasive exotic vegetation listed by Florida Pest Plant Council

ADD 2012-00110

RECEIVED
OCT 24 2012

COMMUNITY DEVELOPMENT

ADD 2012-00110
RECEIVED
OCT 24 2012



COMMUNITY DEVELOPMENT

RECEIVED
SEP 19 2011

COMMUNITY DEVELOPMENT

HM PROJECT #2000106X

7/25/2011

REF. DWG. #A-1583-1

PAGE 2 OF 2

DR12011-00003 & DC12011-00014

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTIONS 10, 11, 14, 15 AND 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°44'39"W., ALONG THE SOUTH LINE OF SAID SECTION 23, FOR A DISTANCE OF 651.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY (A.K.A. TREELINE DRIVE), A 150.00 FOOT WIDE RIGHT-OF-WAY, RECORDED IN O.R. BOOK 2745, PAGES 1550 THROUGH 1554 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.89°44'39"W. ALONG THE SOUTH LINE OF SAID SECTION 23, FOR A DISTANCE OF 2,921.79 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75; THENCE RUN N.18°17'51"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75, FOR A DISTANCE OF 955.62 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75 AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 17,026.80 FEET, THROUGH A CENTRAL ANGLE OF 04°04'42", SUBTENDED BY A CHORD OF 1,211.72 FEET AT A BEARING OF N.16°15'30"W., FOR A DISTANCE OF 1,211.97 FEET TO THE END OF SAID CURVE; THENCE RUN N.14°13'09"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75, FOR A DISTANCE OF 9,126.68 FEET; THENCE RUN N.76°08'54"E., FOR A DISTANCE OF 527.61 FEET; THENCE RUN N.79°14'37"E., FOR A DISTANCE OF 501.77 FEET; THENCE RUN N.84°38'26"E., FOR A DISTANCE OF 384.54 FEET; THENCE RUN S.85°27'53"E., FOR A DISTANCE OF 381.51 FEET; THENCE RUN S.74°31'06"E., FOR A DISTANCE OF 209.92 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID BEN HILL GRIFFIN PARKWAY AND A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS S.69°47'11"E., A DISTANCE OF 3,075.00 FEET THEREFROM; THENCE RUN SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BEN HILL GRIFFIN PARKWAY AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 3,075.00 FEET, THROUGH A CENTRAL ANGLE OF 23°44'14", SUBTENDED BY A CHORD OF 1,264.85 FEET AT A BEARING OF S.08°20'42"W., FOR A DISTANCE OF 1,273.94 FEET TO THE END OF SAID CURVE; THENCE RUN S.03°31'24"E. ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BEN HILL GRIFFIN PARKWAY, FOR A DISTANCE OF 3,887.79 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BEN HILL GRIFFIN PARKWAY AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,000.00 FEET, THROUGH A CENTRAL ANGLE OF 20°33'03", SUBTENDED BY A CHORD OF 713.52 FEET AT A BEARING OF S.13°47'56"E., FOR A DISTANCE OF 717.36 FEET TO THE END OF SAID CURVE; THENCE RUN S.24°04'27"E. ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BEN HILL GRIFFIN PARKWAY, FOR A DISTANCE OF 1,593.09 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BEN HILL GRIFFIN PARKWAY AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,875.00 FEET, THROUGH A CENTRAL ANGLE OF 31°16'49", SUBTENDED BY A CHORD OF 1,550.16 FEET AT A BEARING OF S.39°42'52"E., FOR A DISTANCE OF 1,569.58 FEET TO THE END OF SAID CURVE; THENCE RUN S.55°21'16"E. ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BEN HILL GRIFFIN PARKWAY, FOR A DISTANCE OF

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Exhibit A

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PAGE 2 OF 2

1,684.71 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BEN HILL GRIFFIN PARKWAY AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,325.00 FEET, THROUGH A CENTRAL ANGLE OF $54^{\circ}31'33''$, SUBTENDED BY A CHORD OF 1,213.90 FEET AT A BEARING OF $S.28^{\circ}05'29''E.$, FOR A DISTANCE OF 1,260.94 FEET TO THE END OF SAID CURVE; THENCE RUN $S.00^{\circ}49'43''E.$ ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID BEN HILL GRIFFIN PARKWAY, FOR A DISTANCE OF 600.19 FEET TO THE POINT OF BEGINNING; CONTAINING 396.652 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST, OF LEE COUNTY, FLORIDA AS BEING $N.89^{\circ}44'39''W.$

THIS SKETCH AND LEGAL HAS BEEN PREPARED BASED UPON THE BANKS ENGINEERING, INC, PARCEL DESCRIPTIONS AS SHOWN ON DRAWINGS 1155SR, SHEETS 1 THROUGH 4, DATED 4/10/2000.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY

Thomas M. Murphy
THOMAS M. MURPHY

P.S.M. #5628
STATE OF FLORIDA

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LEGAL DESCRIPTION:

COMMUNITY DEVELOPMENT

A PARCEL OF LAND LOCATED IN A PORTION OF SECTIONS 11, 12, 13, 14, 23, AND 24, TOWNSHIP 46 SOUTH, RANGE 25 EAST, AND SECTION 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°44'39"W. ALONG THE SOUTH LINE OF SAID SECTION 23, FOR A DISTANCE OF 501.52 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY (A.K.A. TREELINE DRIVE), A 150 FOOT WIDE RIGHT-OF-WAY, RECORDED IN O.R. BOOK 2745, PAGES 1550 THROUGH 1554 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.00°49'43"W. ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 603.03 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,475.00 FEET, THROUGH A CENTRAL ANGLE OF 54°31'33", SUBTENDED BY A CHORD OF 1,351.32 FEET AT A BEARING OF N.28°05'29"W., FOR A DISTANCE OF 1,403.69 FEET TO THE END OF SAID CURVE; THENCE RUN N.55°21'16"W. ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 423.96 FEET; THENCE RUN N.38°37'17"E. FOR A DISTANCE OF 180.44 FEET; THENCE RUN N.40°45'20"W. FOR A DISTANCE OF 1,287.06 FEET; THENCE RUN N.51°22'43"W. FOR A DISTANCE OF 275.00 FEET; THENCE RUN N.20°50'23"W. FOR A DISTANCE OF 170.61 FEET; THENCE RUN N.03°26'59"W. FOR A DISTANCE OF 196.02 FEET; THENCE RUN N.49°19'44"E. FOR A DISTANCE OF 344.71 FEET; THENCE RUN S.54°09'13"E. FOR A DISTANCE OF 1,057.59 FEET; THENCE RUN S.05°08'14"W. FOR A DISTANCE OF 497.67 FEET; THENCE RUN S.87°48'55"E. FOR A DISTANCE OF 1,464.61 FEET; THENCE RUN N.88°17'13"E. FOR A DISTANCE OF 233.73 FEET; THENCE RUN S.31°47'37"E. FOR A DISTANCE OF 631.21 FEET; THENCE RUN N.62°11'53"E. FOR A DISTANCE OF 2,704.05 FEET; THENCE RUN N.21°20'50"E. FOR A DISTANCE OF 1,025.79 FEET; THENCE RUN N.02°13'31"W. FOR A DISTANCE OF 339.05 FEET; THENCE RUN N.73°40'08"E. FOR A DISTANCE OF 497.73 FEET; THENCE RUN N.84°27'10"E. FOR A DISTANCE OF 648.96 FEET; THENCE RUN N.20°19'20"W. FOR A DISTANCE OF 155.37 FEET; THENCE RUN N.04°47'10"W. FOR A DISTANCE OF 137.24 FEET; THENCE RUN N.10°20'25"E. FOR A DISTANCE OF 89.58 FEET; THENCE RUN N.88°40'48"W. FOR A DISTANCE OF 108.51 FEET; THENCE RUN N.35°22'24"E. FOR A DISTANCE OF 61.49 FEET; THENCE RUN N.24°10'35"E. FOR A DISTANCE OF 16.58 FEET; THENCE RUN N.16°58'33"E. FOR A DISTANCE OF 22.30 FEET; THENCE RUN N.01°25'10"W. FOR A DISTANCE OF 17.20 FEET; THENCE RUN N.02°00'52"E. FOR A DISTANCE OF 22.73 FEET; THENCE RUN N.10°34'22"E. FOR A DISTANCE OF 27.69 FEET; THENCE RUN N.08°31'29"E. FOR A DISTANCE OF 27.56 FEET; THENCE RUN N.04°17'29"W. FOR A DISTANCE OF 27.54 FEET; THENCE RUN N.03°50'00"E. FOR A DISTANCE OF 32.88 FEET; THENCE RUN N.05°16'54"E. FOR A DISTANCE OF 34.74 FEET; THENCE RUN N.14°36'53"W. FOR A DISTANCE OF 12.71 FEET; THENCE RUN N.49°59'45"W. FOR A DISTANCE OF 15.95 FEET; THENCE RUN N.67°08'11"W. FOR A DISTANCE OF 67.75 FEET; THENCE RUN N.67°33'34"E. FOR A DISTANCE OF 68.16 FEET; THENCE RUN N.57°34'58"E. FOR A DISTANCE OF 15.64 FEET; THENCE RUN N.53°45'20"E. FOR A DISTANCE OF 13.61 FEET; THENCE RUN N.58°32'02"E. FOR A DISTANCE OF 11.22 FEET; THENCE RUN N.54°40'50"E. FOR A DISTANCE OF 13.85 FEET; THENCE RUN N.49°36'55"E. FOR A DISTANCE OF 19.09 FEET; THENCE RUN N.37°17'03"E. FOR A DISTANCE OF 14.40 FEET; THENCE RUN N.25°04'13"E. FOR A DISTANCE OF 22.74 FEET; THENCE RUN N.30°25'33"E. FOR A DISTANCE OF

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40.77 FEET; THENCE RUN S.70°47'07"E., FOR A DISTANCE OF 50.50 FEET; THENCE RUN N.19°32'42"E., FOR A DISTANCE OF 63.26 FEET; THENCE RUN N.62°41'55"E., FOR A DISTANCE OF 33.33 FEET; THENCE RUN N.60°03'38"E., FOR A DISTANCE OF 27.79 FEET; THENCE RUN N.68°56'32"E., FOR A DISTANCE OF 33.67 FEET; THENCE RUN N.69°27'09"E., FOR A DISTANCE OF 39.32 FEET; THENCE RUN N.76°09'54"E., FOR A DISTANCE OF 38.69 FEET; THENCE RUN N.84°37'56"E., FOR A DISTANCE OF 35.30 FEET; THENCE RUN N.71°01'39"E., FOR A DISTANCE OF 36.05 FEET; THENCE RUN N.56°16'09"E., FOR A DISTANCE OF 22.32 FEET; THENCE RUN N.54°45'23"E., FOR A DISTANCE OF 72.52 FEET; THENCE RUN N.43°40'48"E., FOR A DISTANCE OF 14.33 FEET; THENCE RUN N.36°37'28"E., FOR A DISTANCE OF 31.97 FEET; THENCE RUN N.16°15'53"E., FOR A DISTANCE OF 27.07 FEET; THENCE RUN N.00°14'32"W., FOR A DISTANCE OF 78.58 FEET; THENCE RUN N.01°01'18"W., FOR A DISTANCE OF 22.80 FEET; THENCE RUN N.11°30'29"E., FOR A DISTANCE OF 41.66 FEET; THENCE RUN N.25°25'32"E., FOR A DISTANCE OF 18.52 FEET; THENCE RUN N.29°13'14"E., FOR A DISTANCE OF 12.77 FEET; THENCE RUN N.09°42'26"E., FOR A DISTANCE OF 13.86 FEET; THENCE RUN N.10°10'17"W., FOR A DISTANCE OF 8.24 FEET; THENCE RUN N.25°29'33"W., FOR A DISTANCE OF 11.70 FEET; THENCE RUN N.71°45'42"W., FOR A DISTANCE OF 21.85 FEET; THENCE RUN N.59°03'27"W., FOR A DISTANCE OF 13.21 FEET; THENCE RUN N.37°04'03"W., FOR A DISTANCE OF 27.24 FEET; THENCE RUN N.00°38'43"W., FOR A DISTANCE OF 28.85 FEET; THENCE RUN N.10°12'59"E., FOR A DISTANCE OF 35.02 FEET; THENCE RUN N.01°52'01"E., FOR A DISTANCE OF 31.20 FEET; THENCE RUN N.05°34'22"E., FOR A DISTANCE OF 13.39 FEET; THENCE RUN N.01°01'36"W., FOR A DISTANCE OF 30.61 FEET; THENCE RUN N.15°40'00"W., FOR A DISTANCE OF 27.26 FEET; THENCE RUN N.22°54'25"W., FOR A DISTANCE OF 20.46 FEET; THENCE RUN N.20°19'15"W., FOR A DISTANCE OF 21.36 FEET; THENCE RUN N.17°17'45"W., FOR A DISTANCE OF 18.27 FEET; THENCE RUN N.25°34'23"W., FOR A DISTANCE OF 16.79 FEET; THENCE RUN N.15°41'23"W., FOR A DISTANCE OF 49.27 FEET; THENCE RUN N.00°29'10"W., FOR A DISTANCE OF 19.63 FEET; THENCE RUN S.65°22'51"W., FOR A DISTANCE OF 893.03 FEET; THENCE RUN S.62°02'33"W., FOR A DISTANCE OF 548.61 FEET; THENCE RUN N.84°00'27"W., FOR A DISTANCE OF 113.75 FEET; THENCE RUN S.73°01'40"W., FOR A DISTANCE OF 332.94 FEET; THENCE RUN S.88°47'09"W., FOR A DISTANCE OF 386.35 FEET; THENCE RUN N.01°12'51"W., FOR A DISTANCE OF 733.65 FEET; THENCE RUN N.75°24'23"E., FOR A DISTANCE OF 644.66 FEET; THENCE RUN N.02°55'16"W., FOR A DISTANCE OF 211.27 FEET; THENCE RUN N.19°49'36"E., FOR A DISTANCE OF 1,336.10 FEET; THENCE RUN S.88°44'00"W., FOR A DISTANCE OF 3,706.01 FEET; THENCE RUN N.00°58'18"W., FOR A DISTANCE OF 320.16 FEET; THENCE RUN S.89°01'42"W., FOR A DISTANCE OF 450.42 FEET; THENCE RUN S.03°10'23"E., FOR A DISTANCE OF 430.66 FEET; THENCE RUN S.88°17'12"W., FOR A DISTANCE OF 1,027.71 FEET; THENCE RUN S.01°42'48"E., FOR A DISTANCE OF 306.15 FEET; THENCE RUN S.47°45'12"W., FOR A DISTANCE OF 1,504.06 FEET; THENCE RUN S.88°27'56"W., FOR A DISTANCE OF 1,780.04 FEET TO A POINT ON THE SAID EASTERLY RIGHT-OF-WAY LINE; THENCE RUN N.03°31'24"W., ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 3,304.77 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,925.00 FEET, THROUGH A CENTRAL ANGLE OF 23°44'13", SUBTENDED BY A CHORD OF 1,203.14 FEET AT A BEARING OF N.08°20'42"E., FOR A DISTANCE OF 1,211.79 FEET TO THE END OF SAID CURVE; THENCE RUN N.20°12'49"E. ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 473.55 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 10,075.00 FEET, THROUGH A CENTRAL ANGLE OF 19°11'28", SUBTENDED BY A

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CHORD OF 3,350.85 FEET AT A BEARING OF N.10°37'06"E., FOR A DISTANCE OF 3,374.60 FEET TO THE END OF SAID CURVE; THENCE RUN N.01°01'21"E. ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 909.75 FEET; THENCE RUN S.89°42'24"E., FOR A DISTANCE OF 1,049.81 FEET; THENCE RUN S.01°00'21"E., FOR A DISTANCE OF 847.76 FEET; THENCE RUN S.04°19'45"W., FOR A DISTANCE OF 1,091.78 FEET; THENCE RUN S.00°39'26"E., FOR A DISTANCE OF 1,432.24 FEET; THENCE RUN S.00°16'17"E., FOR A DISTANCE OF 606.52 FEET; THENCE RUN N.88°47'46"E., FOR A DISTANCE OF 376.79 FEET; THENCE RUN S.40°48'12"E., FOR A DISTANCE OF 322.81 FEET; THENCE RUN S.19°01'17"E., FOR A DISTANCE OF 249.77 FEET; THENCE RUN S.88°53'28"E., FOR A DISTANCE OF 216.94 FEET; THENCE RUN S.24°26'51"E., FOR A DISTANCE OF 150.17 FEET; THENCE RUN S.77°09'26"E., FOR A DISTANCE OF 573.01 FEET; THENCE RUN S.88°10'13"E., FOR A DISTANCE OF 1,363.08 FEET; THENCE RUN S.19°42'28"E., FOR A DISTANCE OF 157.73 FEET; THENCE RUN S.87°09'14"E., FOR A DISTANCE OF 469.81 FEET; THENCE RUN N.88°02'24"E., FOR A DISTANCE OF 612.22 FEET; THENCE RUN S.21°30'12"E., FOR A DISTANCE OF 81.17 FEET; THENCE RUN N.88°10'32"E., FOR A DISTANCE OF 846.89 FEET; THENCE RUN N.88°10'32"E., FOR A DISTANCE OF 1,137.62 FEET; THENCE RUN S.20°09'57"E., FOR A DISTANCE OF 344.08 FEET; THENCE RUN S.89°48'06"E., FOR A DISTANCE OF 80.00 FEET; THENCE RUN S.20°09'57"E., FOR A DISTANCE OF 807.57 FEET; THENCE RUN S.15°43'44"E., FOR A DISTANCE OF 978.45 FEET; THENCE RUN S.89°46'43"E., FOR A DISTANCE OF 516.03 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 88°55'56", SUBTENDED BY A CHORD OF 700.49 FEET AT A BEARING OF S.45°18'45"E., FOR A DISTANCE OF 776.08 FEET TO THE END OF SAID CURVE; THENCE RUN S.00°50'47"E., FOR A DISTANCE OF 1,447.68 FEET; THENCE RUN S.09°57'20"W., FOR A DISTANCE OF 533.57 FEET TO A POINT ON THE EAST LINE OF SECTION 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST; THENCE RUN S.00°50'47"E. ALONG THE EAST LINE OF SAID SECTION 13, FOR A DISTANCE OF 957.10 FEET TO THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 46 SOUTH, RANGE 25 EAST; THENCE RUN S.00°50'13"E. ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 24, FOR A DISTANCE OF 2,639.78 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 24; THENCE RUN S.00°48'26"E. ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 24, FOR A DISTANCE OF 2,643.97 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE RUN S.89°28'32"W. ALONG THE SOUTH LINE OF SAID SECTION 24, FOR A DISTANCE OF 5,249.70 FEET TO THE POINT OF BEGINNING; CONTAINING 1,408.994 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF SECTION 24, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING S.89°28'32"W.

THIS SKETCH AND LEGAL HAS BEEN PREPARED BASED UPON THE BANKS ENGINEERING, INC. PARCEL DESCRIPTIONS, AS SHOWN ON DRAWINGS 1155SR, SHEETS 1 THROUGH 4, DATED 4/10/2000 AND DRAWINGS 1418SR, SHEETS 1 AND 2, DATED 7/13/2000.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY: *Thomas M. Murphy*
THOMAS M. MURPHY

P.S.M. #5628
STATE OF FLORIDA

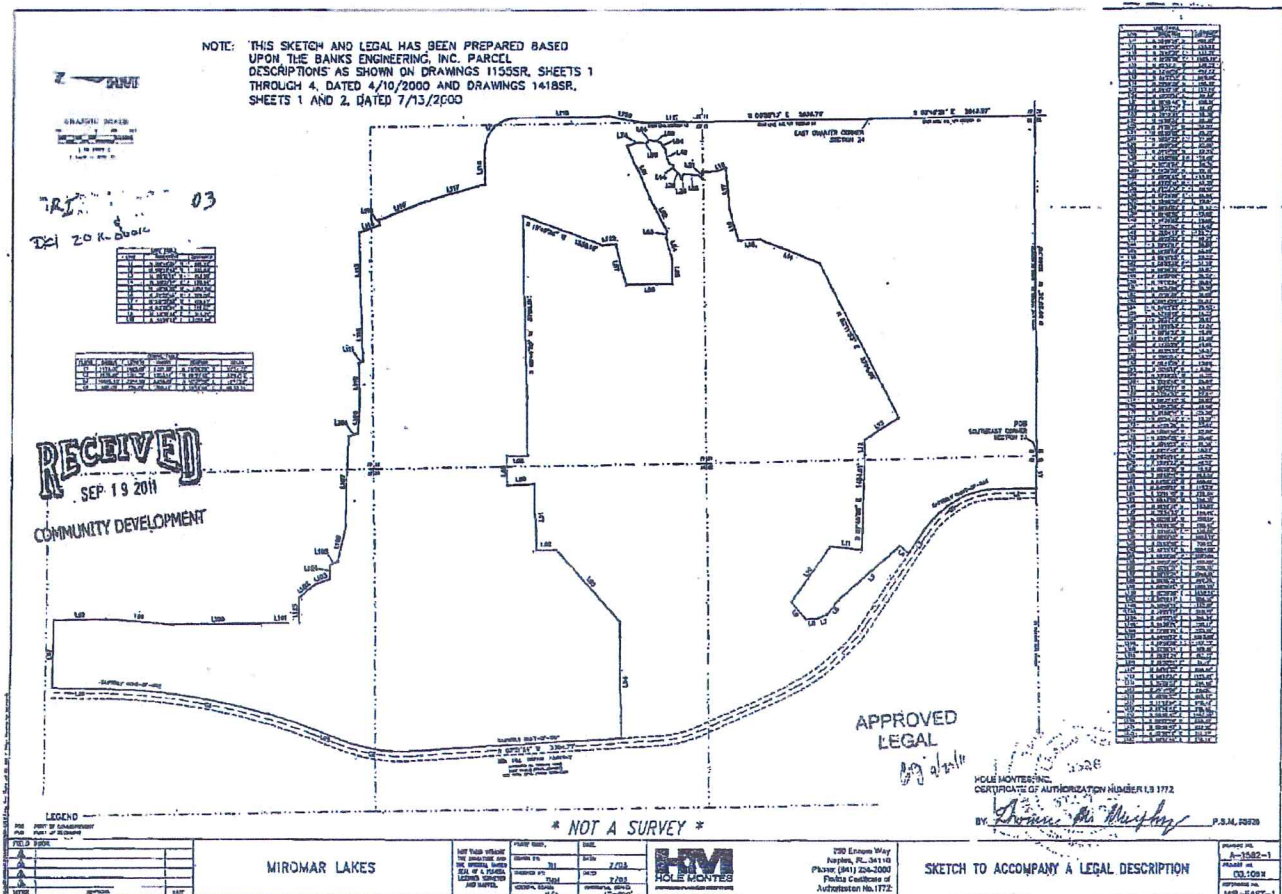
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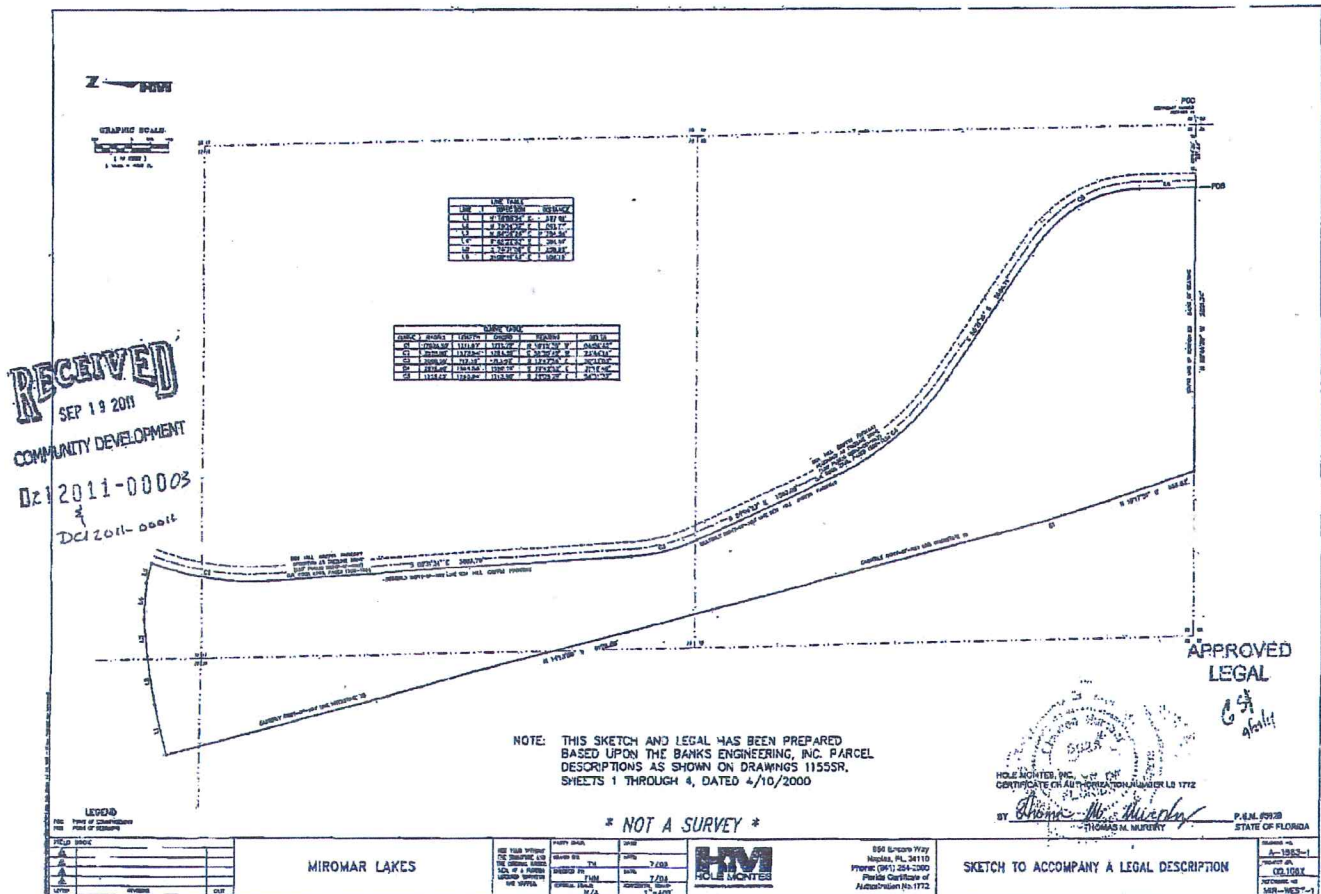


EXHIBIT B
Page 1 of 2

DEVELOPMENT PARAMETERS AND PHASING SCHEDULE – 2024

LAND USE	ACRES
Residential	1042
Commercial/Office/Hotel	444102
Lake/Miscellaneous Recreation/Buffers	312
Conservation Areas	338

LAND USE	PHASE ONE	PHASE TWO	TOTAL
RESIDENTIAL	1,414	1,186	2,600
Single Family	314	386	700
Multiple Family	1,100	800	1,900
RETAIL COMMERCIAL (gfa)	160,000	90,000	250,000
HOTEL ROOMS	350	100	450
OFFICE (gfa)*	100,000	240,000	340,000
RESEARCH & DEVELOPMENT (gfa)	-	40,000	40,000
CLUBHOUSE	20,000	20,000	40,000
GOLF COURSE	18 Holes	18 Holes	36 Holes
BEACH PARK	10 Acres	-	10 Acres

*The 340,000 square feet of office use may be converted to Research and Development use on a one-square foot to 1.1 square foot ratio.

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EXHIBIT B
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	ANCILLARY BOATING FACILITIES					
	PHASE ONE			PHASE TWO		
	Slips	Day Slips	Boat Ramp	Slips	Day Slips	
Multiple-Family Parcel	25			25		
Beach Club	10	40	√			
Town Center	25	25	√	25	25	
Single Family Homes	Individual Docks as Applicable					
Boat Club				10	40	√

1. A maximum of 250 ancillary wet boat slips may be located in the "R", "R2", "C2", the Beach Club and the Boat Club tracts in addition to a dock for each single-family lakefront lot as of 11/29/1999.
2. Single-family docks may be converted to multiple-family slips on a 1:1 basis.
3. Up to 250 wet slips may be converted to dry storage associated with the Boat Club on a 1:1 basis.

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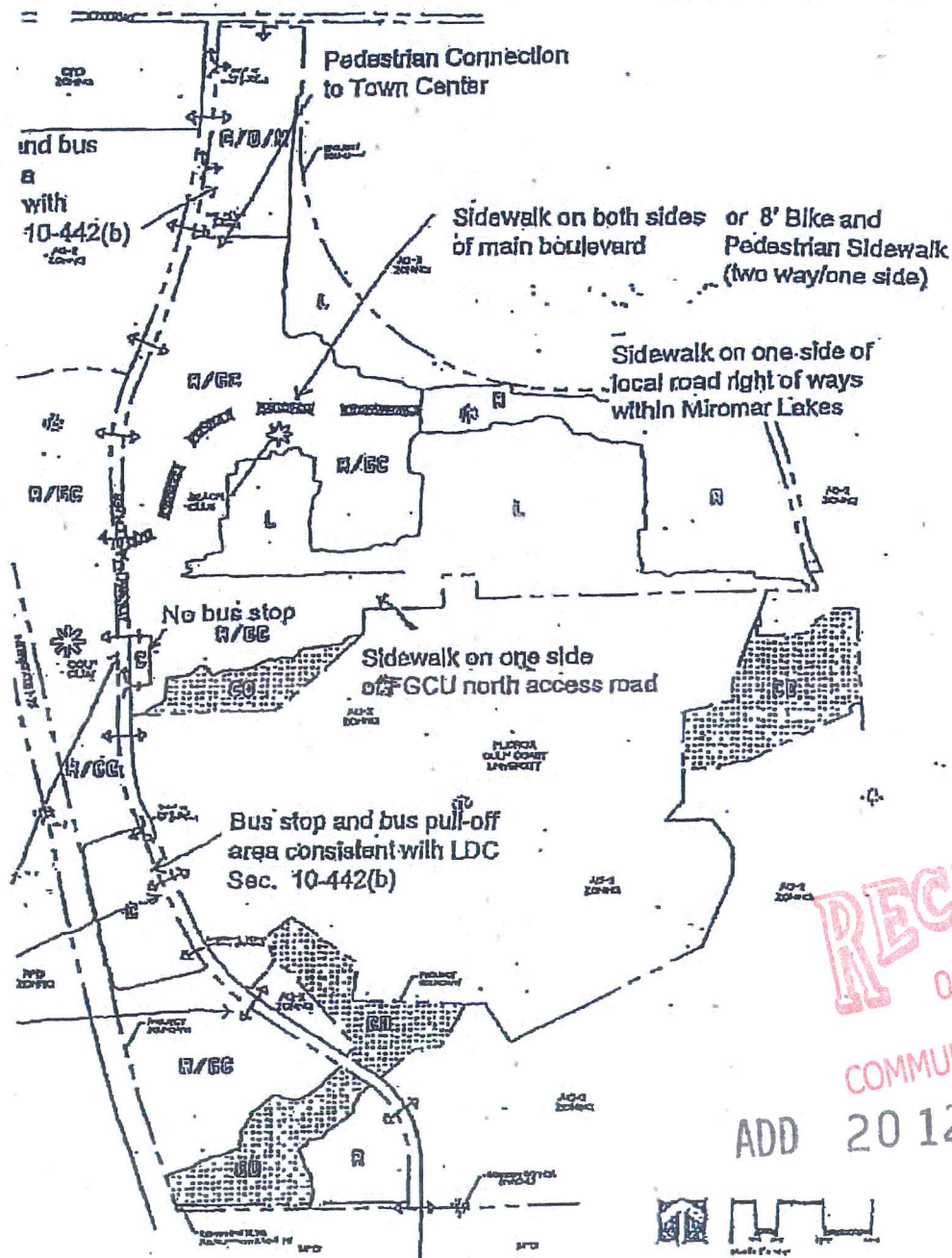
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MAP H
MIROMAR LAKES
MIROMAR LAKES, FLORIDA



BEACH & GOLF CLUB
MIROMAR LAKES

PEDESTRIAN AND BICYCLE FACILITIES AND BUS STOP LOCATIONS



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EXHIBIT E
BIENNIAL MONITORING REPORT REQUIREMENTS

The Biennial Monitoring Report that must be submitted by the Developer in accordance with Subsections 380.06(15) and 380.06(18), Florida Statutes, and 9J-2.025(7), Florida Administrative Code, must include the following:

- A. Any changes in the plan of development or in the representations contained in the application for development approval, or in the phasing for the reporting year and for the next year;
- B. A summary comparison of development activity proposed and actually conducted for the year;
- C. Identification of undeveloped tracts of land, other than individual single family lots, that have been sold to separate entities or developers.
- D. Identification and intended use of lands purchased, leased, or optioned by the developer adjacent to the original DRI site since the development order was issued;
- E. A specific assessment of the developer's and the local government's compliance with each individual condition of approval contained in the DRI Development Order and the commitments which are contained in the application for development approval and which have been identified by the local government, the RPC, or the DCA as being significant;
- F. Any requests for substantial deviation determination that were filed in the reporting year and to be filed during the following year;
- G. An indication of a change, if any, in local government jurisdiction for any portion of the development since the development order was issued;
- H. A list of significant local, state, and federal permits which have been obtained or which are pending by agency, type of permit, permit number and purpose of each;
- I. A statement that all persons have been sent copies of the biennial report in conformance with Subsections 380.06(15) and (18), Florida Statutes;
- J. A copy of any recorded notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the developer pursuant to Paragraph 380.06(15)(f), Florida Statutes.

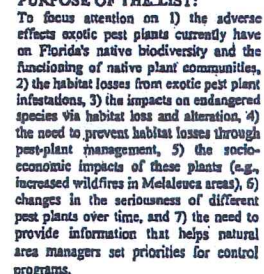
NOTE: The Florida Administrative Code specifically requires that the development order specify the requirements for the biennial report. The Administrative Code requires that the biennial report will be submitted to DCA, the RPC, and the local government on Form RPM-BSP-Annual Report-1.

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WALDROP ENGINEERING

CIVIL ENGINEERING & LAND DEVELOPMENT CONSULTANTS

**28100 BONITA GRANDE DR. #305
BONITA SPRINGS, FL 34135
P: 239-405-7777
F: 239-405-7899**

EXHIBIT AA-3.J.2 Deed Restrictions Narrative

The Miromar Lakes Beach and Golf Club is governed by recorded Declaration of Covenants, Conditions, Restrictions and Easements, which guide the development of this community in compliance with the various development approvals and permits in place.

The residential, recreational and accessory uses proposed through this application are permitted per the deed restrictions, and are in compliance with the design standards, use restrictions, and other applicable articles within the declaration. Additionally, the proposed deviations are supported by the maintenance standards outlined in Article VI, as amended.

Therefore, this FPA application is in compliance with the deed restrictions governing the subject property.

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DEPUTY CLERK K Cartwright

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

MIROMAR LAKES BEACH AND GOLF CLUB

**THIS DOCUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:**

Theodore T. Tarone, Esq.
CHERRY & SPENCER, P.A.
1665 Palm Beach Lakes Boulevard
Suite 600
West Palm Beach, Florida 33401
(561) 471-7767

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Exhibit "B"	Articles of Incorporation
Exhibit "C"	By-Laws
Exhibit "D"	Legal Description of Anticipated Property to be subjected to this Declaration in the future
Exhibit "E"	Legal Description of Sales Center
Exhibit "F"	Consent of Kenneth D. Goodman, as Trustee of Miromar Empire Realty Trust dated May 16, 2000
Exhibit "G"	Consent of Breakwater Custom Homes, Inc., a Florida corporation
Exhibit "H"	Consent of Lyons Land Corp., L.L.C., a Florida limited liability company
Exhibit "I"	Consent of Harbourside Custom Homes, Inc., a Florida corporation

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

MIROMAR LAKES BEACH AND GOLF CLUB

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (hereinafter referred to as the "Declaration") is made this ____ day of _____, 2000, by **MIROMAR LAKES, L.L.C.**, a Florida limited liability company (hereinafter referred to as "Declarant"), and is joined in by **MIROMAR LAKES BEACH AND GOLF CLUB MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter referred to as the "Master Association").

STATEMENT OF BACKGROUND INFORMATION

- A. Terms capitalized in this Declaration are defined in Article III hereof.
- B. Declarant is the master land developer of the Property, portions of which have been conveyed to Kenneth D. Goodman, as Trustee of Miromar Empire Realty Trust dated May 16, 2000, Breakwater Custom Homes, Inc., a Florida corporation, Lyons Land Corp., L.L.C., a Florida limited liability company, and Harbourside Custom Homes, Inc., a Florida corporation. Kenneth D. Goodman, as Trustee of Miromar Empire Realty Trust dated May 16, 2000, Breakwater Custom Homes, Inc., a Florida corporation, Lyons Land Corp., L.L.C., a Florida limited liability company, and Harbourside Custom Homes, Inc., a Florida corporation, have consented that their respective properties are subject to covenants, conditions, restrictions and easements contained in this Declaration and have further acknowledged that they have no rights as Declarant under this Declaration, as evidenced by Consents attached hereto as Exhibit "F", Exhibit "G", Exhibit "H" and Exhibit "I", respectively.
- C. The Property will be developed as a series of planned residential, recreational, commercial and other projects to be known collectively as "Miromar Lakes" and/or "Miromar Lakes Beach and Golf Club."
- D. The Declarant has formed the Master Association to fulfill the obligations of the Master Association as set forth in this Declaration and to exercise the rights of the Master Association as set forth in this Declaration.
- E. This Declaration, as amended and/or supplemented, and the Master Association will govern the Property, together, in certain other circumstances, with other declarations and associations formed to govern portions of the Property.

STATEMENT OF DECLARATION

Declarant, as consented to pursuant to Consents attached hereto as Exhibit "F", Exhibit "G", Exhibit "H" and Exhibit "I", hereby declares that the Property shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and all other provisions of this Declaration, as amended and/or supplemented, all of which shall run with title to the Property.

ARTICLE I **GENERAL PLAN OF DEVELOPMENT**

The Property, including, without limitation, development tracts (residential and commercial), recreation tracts, open space and other tracts, shall be developed in accordance with all applicable governmental approvals, including, but not limited to, the development approvals granted by Lee County, Florida, and all applicable codes, laws, ordinances, permits, orders and governmental agreements. The Property will be developed as a mixed use project consisting of varying residential, recreational, commercial and other uses. The Property will be developed in phases.

It is the intention that the Property will be subject to this Master Declaration. Portions of the Property may be subject to Neighborhood Declarations, Deed Restrictions and/or Supplements as well as this Master Declaration. The Master Association is responsible for the administration of this Declaration.

ARTICLE II **INTENT OF DECLARATION**

Declarant desires to provide for the preservation and enhancement of the value, desirability and attractiveness of the Property and, therefore, Declarant intends by this Declaration to impose upon the Property mutually beneficial covenants, conditions, restrictions and easements. Declarant desires to provide flexible and reasonable procedures for the overall development of the Property, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property, and maintenance and use of property dedicated to or owned by the Master Association.

ARTICLE III **DEFINITIONS**

Section 3.1 "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration, Supplement or by contract or agreement with any Neighborhood Association, the Golf Club Owner, the CDD or any other governmental authority become the maintenance, monitoring, repair, replacement or operating responsibility of the Master Association.

Section 3.2 "**Articles of Incorporation**" or "**Articles**" shall mean and refer to the Articles of Incorporation of Miromar Lakes Beach and Golf Club Master Association, Inc., as filed with the Secretary of State of Florida, and as may be amended from time to time. The Articles of Incorporation are attached to this Declaration as Exhibit "B". Amendments to the Articles of Incorporation shall be recorded in the Public Records.

Section 3.3 "**Assessment**" or "**Assessments**" shall mean and refer to those charges, fees and/or obligations set forth in Article XII hereof, including, without limitation, Common Assessments, Beach Club Assessments, Neighborhood Assessments, Special Assessments and Benefit Assessments.

Section 3.4 "**Beach Club**" shall mean and refer to the facilities existing from time to time on the real property dedicated by Plat, deed, easement, license or Supplement as the Beach Club.

Section 3.5 "**Beach Club Assessments**" shall mean and refer to assessments to be levied pursuant to Section 12.5 of this Declaration.

Section 3.6 "**Beach Club Expenses**" shall mean the actual and estimated expenses of operating and maintaining, in working order, the Beach Club and Marina, which include, without limitation, salaries, benefits, cost of goods sold, supplies, insurance, taxes, leases and management fees together with a reasonable allocation of general and administrative expenses of the Master Association. Beach Club Expenses shall not include capital replacements, capital repairs, capital additions uninsured casualty losses, depreciation and amortization or taxes payable upon capital reserve contributions.

Section 3.7 "**Beach Club Revenues**" shall mean the actual and estimated Beach Club Assessments, dues, and all user fees, food, beverage, rentals, interest and other revenues of the Beach Club and Marina. Beach Club Revenues shall not include contributions, if any, made to any capital reserve.

Section 3.8 "**Benefit Assessment**" shall mean and refer to assessments to be levied pursuant to Section 12.7 of this Declaration.

Section 3.9 "**Board of Directors**" or "**Board**" shall be the elected or appointed governing body of the Master Association having its normal meaning under Florida corporate law.

Section 3.10 "**By-Laws**" shall mean and refer to the By-laws of Miromar Lakes Beach and Golf Club Master Association, Inc. as may be amended from time to time. The By-Laws are attached to this Declaration as Exhibit "C". Amendments to the By-Laws shall be recorded in the Public Records.

Section 3.11 "Commercial Property" shall mean and refer to the real property subject to this Master Declaration which is designated by Supplemental Declaration as Commercial Property, including any improvements on such property.

Section 3.12 "Commercial Property Owner" shall mean and refer to the owner of any portion of the Commercial Property.

Section 3.13 "Common Area" or "Common Property" shall be an inclusive term referring to all real property dedicated to, owned by, or held by the Master Association, or intended by Declarant to be devoted to the common use or enjoyment of the Owners or for preservation within the Properties, in accordance with this Master Declaration. The term "Common Property" shall also include any personal property acquired by the Master Association. Any land or personal property leased by the Master Association shall lose its character as Common Property upon the expiration of such lease. The Common Property may include, without limitation, streets, entry features, lakes, landscaping, signage, buffer areas, conservation areas, preservation areas and park or other recreational facilities such as, by way of example, the Beach Club and Marina. Declarant may declare real property Common Property by Plat Dedication, deed, easement, license or Supplement or written notice to the Master Association which shall be filed in the corporate minute book. **NO PORTION OF THE GOLF CLUB SHALL BE INCLUDED IN OR SHALL BE DEEMED TO BE COMMON AREA OR COMMON PROPERTY.**

Section 3.14 "Common Assessment" shall mean and refer to Assessments levied against all Owners to fund Common Expenses as described in Section 12.3 of this Declaration.

Section 3.15 "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Master Association for maintenance, operation and other services required or authorized to be performed by the Master Association which is attributable to the Area of Common Responsibility, including any reasonable reserves, all as may be found to be necessary or appropriate by the Board pursuant to this Master Declaration, the By-Laws, and the Articles of Incorporation of the Master Association. Common Expenses shall specifically include, but not be limited to, costs and expenses of maintenance, repair and operation of any portions of the Surfacewater Management System if the same is to be maintained by the Master Association. Common Expenses shall exclude Beach Club Expenses and costs and expenses which, pursuant to this Declaration, are the subject of Benefit Assessments or Neighborhood Assessments.

Section 3.16 "Community" shall mean and refer to the Miromar Lakes community as the same exists from time to time.

Section 3.17 "Community-Wide Standards" shall mean the standards of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standards may be more specifically determined by the Board of Directors and by the

Declarant so long as the Declarant owns one or more Lots within the Properties. Community Wide Standards adopted by the Board of Directors shall not apply to Commercial Property, unless consented to by the Commercial Property Owner, and shall not apply to property owned by Declarant or Merchant Builders, unless expressly consented to by Declarant as being applicable to its property or the property of Merchant Builders. Community Wide Standards shall be part of the Rules and Regulations.

Section 3.18 "Community Development District" or "CDD" shall mean and refer to any Community Development District which is a special purpose government unit organized pursuant to Chapter 190, Florida Statutes, and which may acquire, fund, construct, operate and maintain certain infrastructure and community services within and possibly outside the Properties.

Section 3.19 "Design Guidelines" shall mean the architectural and landscape standards and requirements for the construction and modifications of all structures, residences and improvements on the Property, including, but not limited to, Lots, Commercial Property, and the Golf Club adopted by the NCC pursuant to Article XIII, as amended from time to time.

Section 3.20 "Dock" or "Docks" shall mean any dock, boathouse, or other structure or improvement constructed on, over or upon a lake or other water body within the Property for the purpose of storing or mooring a Vessel. The term "Docks" shall include "Private Boat Docks" and "Marina Boat Docks". "Private Boat Docks" are those Docks which abut Lots and are intended for the sole use of the Owner (and guests of such Owner) of the Lot abutting such Boat Dock. "Marina Boat Docks" are those Boat Docks which may be built by the Declarant at the Marina.

Section 3.21 "DRI" shall mean and refer to the Development Order for Miromar Lakes, a Development of Regional Impact, State DRI Number 11-9798-142, a copy of which, as amended from time to time, is or will be available at the office of the Master Association.

Section 3.22 "First Mortgagee" shall mean and refer to any Institutional Lender who holds a first mortgage on a Lot and who has notified the Master Association in writing of its holdings.

Section 3.23 "Golf Club" shall mean, the portions of the Properties comprising golf course and related facilities to be constructed and operated by the owner of such property, as the same may be modified from time to time. The real property comprising the Golf Club may be further defined by Supplemental Declaration.

Section 3.24 "Golf Club Owner" shall mean and refer to the owner of the Golf Club.

Section 3.25 "Governmental Approvals" shall mean and refer to any and all licenses, permits, endorsements, consents and agreements related to all, or portions of, the Property granted to the Declarant or the Master Association by a federal, state or local government, district, agency, commission or similar body.

Section 3.26 "Home" shall mean all improvements to a Lot, including, but not limited to, a residential unit, ancillary structures such as by way of example garages, pools, screen enclosures, or cabanas, driveways, fencing and landscaping.

Section 3.27 "Initial Property" shall mean and refer to the real property legally described on Exhibit "A" attached to this Declaration.

Section 3.28 "Institutional Lender" shall mean and refer to (i) a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, qualified pension, profit sharing, IRA accounts or trusts, Declarant or mortgage banking company, or (ii) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association and the Federal Home Loan Mortgage Corporation, and such other secondary mortgage market institutions the Board shall hereafter approve in writing, or (iii) any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to Declarant to acquire, or construct improvements upon, the Property and who have a mortgage lien on all or a portion of the Property securing such loan, or (iv) a lender generally recognized in the community as an institutional lender.

Section 3.29 "Irrigation Provider" shall mean and refer to the Declarant or its assigns who shall have the right to install and operate an underground irrigation distribution system which will provide landscape irrigation to all or portions of the Properties pursuant to Article XX.

Section 3.30 "Lake Use Agreement" shall mean and refer to that certain agreement between Declarant, Alico, Inc., a Florida corporation and Florida Gulf Coast University that places certain navigational, use, and other restrictions on portions of certain lakes, ponds and water bodies within, or adjacent to, the Property, as the same may be amended from time to time, a copy of which will be available for inspection at the business office of the Master Association.

Section 3.31 "Lot" shall mean and refer to these portions of the Property, whether developed or undeveloped, intended for development, use or occupancy as an attached or detached residence for a single family and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) single family lots, attached or detached villas, cluster homes, patio or zero lot line homes, single-family detached houses on one (1) or more separately platted lots, and condominium units, as well as vacant land

intended for development as such. The term shall include real property as well as any Home, Dock or other improvement thereon, unless the context otherwise requires. In the case of a condominium or other structure which contains multiple dwellings, each dwelling shall be deemed to be a separate Lot. Any two (2) or more platted lots which are under common ownership and on which a single Home has been constructed shall, unless otherwise provided in the original deed of conveyance by Declarant or Supplemental Declaration affecting such platted lots, be considered to be two (2) or more separate Lots for purposes of voting, assessment and all other matters hereunder.

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 Site 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 as determined above 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 Site Plan which exceed the actual number of Lots completed shall revert to the Declarant for assignment to the other vacant parcels of land, if permitted by the Governmental Approvals.

Section 3.32 "Management Agreement" or "Management Agreements" shall mean the management agreement(s) between the Declarant or its assigns and the Master Association pursuant to which the Declarant, its assign or others will manage the Master Association and maintain and/or operate all or portions of the Area of Common Responsibility. A copy of the Management Agreement(s) shall be maintained in the official corporate records of the Master Association.

Section 3.33 "Marina" shall mean any boat dockage and ancillary facilities constructed by Declarant or its assigns within the Property or on any lakes within or contiguous to the Property.

Section 3.34 "Master Association" shall mean and refer to Miromar Lakes Master Association, Inc., a Florida not-for-profit corporation, its successors or assigns, whose purpose is to administer the Properties in accordance with the provisions of this Declaration.

Section 3.35 "Member" shall mean and refer to a Person entitled to membership in the Master Association, as provided herein and in the Articles and By-Laws.

Section 3.36 "Merchant Builder" or "Builder" shall mean and refer to all builders who purchase Lots or parcels of vacant land to construct buildings and residences thereon and/or who are participants in any organized builder program which may be implemented by the Declarant from time to time.

Section 3.37 "MSBU" shall mean and refer to any Municipal Service Benefit Units which are special purpose government units and which may acquire, fund, construct, operate and maintain certain infrastructure and community services within or adjacent to the Properties.

Section 3.38 "MSTU" shall mean and refer to any Municipal Service Taxing Units which are special purpose government units and which may acquire, fund, construct, operate and maintain certain infrastructure and community services within or adjacent to the Properties.

Section 3.39 "MC" shall refer to the Modification Committee established pursuant to Article XIII hereof.

Section 3.40 "NCC" shall refer to the New Construction Committee established pursuant to Article XIII hereof.

Section 3.41 "Gas Provider" shall mean and refer to TECO or its assigns who shall have the right to install and operate an underground natural gas distribution system which will provide natural gas or propane service to the Properties pursuant to Article XXI.

Section 3.42 "Neighborhood" shall mean and refer to each portion of the Property, in which Members may have common interests other than those common to all Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Owners. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Association having jurisdiction over the property within the Neighborhood. A Neighborhood shall be deemed to be those Lots and portions of the Property subject to Neighborhood Documents or a Neighborhood Supplement.

Section 3.43 "Neighborhood Assessment" shall mean and refer to Assessments levied against Lots in a particular Neighborhood(s) for Neighborhood Expenses as provided in Section 12.5 of this Declaration.

Section 3.44 "Neighborhood Association" shall mean or refer to any homeowners, condominium or other common interest association which is formed for a particular Neighborhood to govern the business affairs of any property within that Neighborhood.

Section 3.45 "Neighborhood Committee" shall mean and refer to a committee of three (3) individuals who are Owners within a Neighborhood who shall advise the Board of Directors on matters concerning Neighborhood Assessments. Neighborhood Committees shall be appointed or elected as provided in the By-Laws.

Section 3.46 "Neighborhood Common Area" shall mean any portion of the Properties which by Plat, Neighborhood Supplement or a recorded instrument of conveyance, such as by way of example a deed, easement or license, is for the sole benefit and use of Owners within one or more, but less than all, Neighborhoods.

Section 3.47 "Neighborhood Documents" shall mean the declaration of covenants, conditions and restrictions or Declaration of Condominium and the Articles of Incorporation and By-Laws of a Neighborhood Association and any other documents governing a Neighborhood, and all amendments to such documents.

Section 3.48 "Neighborhood Expenses" shall mean and refer to the actual and estimated direct expenses to be incurred by the Master Association for the benefit of one or more, but less than all, Neighborhoods, but only to the extent the same are authorized by this Declaration, Neighborhood Supplement, Neighborhood Documents or a vote of the Members within such Neighborhood(s).

Section 3.49 "Neighborhood Supplement" shall mean and refer to a Supplement to this Declaration designating a Neighborhood, establishing Neighborhood Assessments, establishing Neighborhood Common Area or adding or deleting covenants, conditions, restrictions and easements for a Neighborhood.

Section 3.50 "Neighborhood Voting Representative" shall mean the President of the Neighborhood Association or the Chairman of the Neighborhood Committee, who shall have the sole authority and right to cast votes for Members within their Neighborhood on matters requiring a vote of the Members.

Section 3.51 "Owner" shall mean and refer to the record title holder, whether one (1) or more persons or entities, of the fee simple title to any Lot situated within or upon the Properties. Owners shall not include any mortgagee unless and until such mortgagee has acquired title to a Lot pursuant to an action for foreclosure or any proceeding in lieu of foreclosure.

Section 3.52 "Person" means a natural person, persons, a corporation, a partnership, a trustee, or any other legal entity.

Section 3.53 "Plat" or "Plats" shall mean any plat, map or plat maps subdividing portions of the Property as recorded in the Public Records.

Section 3.54 "Property" or "Properties" shall mean the real property subjected to this Declaration from time to time.

Section 3.55 "Public Records" shall mean and refer to the Public Records of Lee County, Florida.

Section 3.56 "Rules and Regulations" shall mean the rules and regulations governing the conduct, maintenance and use of the Property, as the same may be adopted by the Board from time to time. The Board may not adopt Rules and regulations affecting Commercial Property, unless consented to by the Commercial Property Owner, and property owned by Declarant or Merchant Builders, unless expressly consented to by the Declarant as being applicable to its property or the property of Merchant Builders.

Section 3.57 "Sales Center" shall mean the real property legally described in Exhibit "E", as the same may be modified by Declaration from time to time together with any improvements thereon.

Section 3.58 "Site Plan" shall mean and refer to the graphic plans developed or approved by Declarant from time to time for development of the Properties, including subdivision into Lots and the number thereof. Information contained on a Site Plan may not be relied upon by any Member, Owner or Person and shall not bind the Declarant to develop, or cause development of, any portion of the Properties in any particular manner, fashion, with any particular number of Lots or amenities, or dedicate or convey any portion of the Property to the Master Association or other persons. The Declarant may, in its sole discretion, from time to time amend the Site Plan in its sole and absolute discretion. Any such amendment may increase or reduce the number of Lots anticipated to be developed within the Property.

Section 3.59 "Special Assessment" shall mean and refer to Assessments levied in accordance with Section 12.6 of this Declaration.

Section 3.60 "Supplemental Declaration" or "Supplement" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects additional property to this Declaration and/or imposes, additional restrictions and obligations or removes restrictions and obligations on the land described therein.

Section 3.61 "Surface Water Management System" shall mean the portion of the Properties including improvements thereon which are 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, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from such system as permitted pursuant to the Florida Administrative Code, including, but not limited to, all lakes, retention areas, culverts and related appurtenances.

Section 3.62 "SFWMD" shall mean and refer to the South Florida Water Management District, a regional water management district established in accordance with Florida law, and any successor, governmental agency, body or special district charged with the rights and responsibilities of SFWMD.

Section 3.63 "TECO" shall mean TECO, a regulated provider of propane or natural gas, and its successors or assigns.

Section 3.64 "Turnover" shall mean that date following conversion of Class "B" votes to Class "A" votes upon which the Declarant transfers majority control of the Board as provided in the By-Laws.

Section 3.65 "Vessel" shall mean and refer to any leisure or recreational motor boat, sailboat, water craft or other marine vessel operated, stored or otherwise within the Property.

Section 3.66 "Unimproved Lot" shall mean a Lot upon which a foundation slab has not yet been poured.

ARTICLE IV
PROPERTY RIGHTS AND PROPERTY SUBJECT TO THIS
DECLARATION AND ADDITIONS THERETO

Section 4.1 Property Subject to this Declaration. The Initial Property is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration. The Declarant reserves the unilateral right to expand the real property subject to this Declaration and to remove real property from this Declaration pursuant to the provisions of Article X of this Declaration.

Section 4.2 Enjoyment of Common Areas. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area for its intended purpose, subject to this Master Declaration, as it may be amended from time to time, Rules and Regulations regulating use of such Property (which shall not restrict access to or, use of a Lot for its intended purpose or maintenance or repair of a Lot), payment of use fees as applicable, and subject to any restrictions or limitations imposed by law or in a recorded instrument affecting the Common Area or any deed or other instrument conveying such property to the Master Association. Certain portions of the Common Areas may be subject to recorded conservation easements, use restrictions or other documents burdening such Property. Any Owner may assign his or her right of enjoyment to the members of his or her family, lessees and invitees, as applicable, subject to this Master Declaration, reasonable regulation by the Board and in accordance with Rules and Regulations adopted from time to time. Notwithstanding the foregoing, access to and use of Neighborhood Common Area shall be restricted to the Neighborhoods granted use of the same by Neighborhood Supplement or this Declaration. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the lessee of the Lot. The Golf Club Owner shall have an irrevocable easement to use the Common Areas as it deems reasonable and necessary for the efficient operation and maintenance of the Golf Club. Such easement shall be for the benefit of the employees, invitees and guests of the Golf Club Owner and

shall include by way of example and, without limitation, unrestricted ingress and egress easements, golf cart path crossing easements and maintenance and construction traffic.

Section 4.3 Assumption of Risk and Indemnification. Each Owner hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance, operation or use of Areas of Common Responsibility, including, without limitation: (i) noise from equipment to maintain, repair or replace the same, it being specifically understood that certain maintenance, repairs and replacements may take place around sunrise, sunset, or at night (ii) noise caused by users of the Areas of Common Responsibility, (iii) use of pesticides, herbicides and fertilizers, (iv) 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), (v) reduction in privacy caused by traffic on the roadways, or other Areas of Common Responsibility or the removal or pruning of shrubbery or trees on the Areas of Common Responsibility, and (vi) design or modification of the Common Area. Each Owner, on behalf of himself and his family, guests and invitees, agrees that neither Declarant, Master Association nor any of Declarant's affiliates or agents nor any other entity owning or managing the Common Property shall be liable to Owner, family members, guests, invitees or any other person claiming any loss of 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 Owner's Lot to the Common Property, including, without limitation, any claim arising in whole or in part from the negligence of Declarant, Master Association or any other entity owning, managing and/or maintaining the Common Property. The Owner hereby agrees to indemnify and hold harmless Declarant, Master Association and any other entity owning, managing and/or maintaining the Common Property against any and all claims by Owner's family, guests, invitees and tenants.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

Section 5.1 General. Every Owner of a Lot shall be deemed to have either a Class "A" or Class "B" membership in the Master Association, as provided in Section 2 below.

No Owner of a Lot, whether one (1) or more Persons, shall have more than one (1) membership per Lot. In the event the Owner of a Lot is more than one (1) Person, rights of use and enjoyment of Common Areas shall be as provided herein, in the By-laws or Rules and Regulations. Membership shall be appurtenant to and may not be separated from ownership of a Lot except as otherwise provided herein. Change of membership in the Master Association shall be established by recording in the Public Records, a deed or other instrument conveying record fee title to the Lot and by the delivery to the Master Association of a copy of such recorded instrument. The Owner designated by such

instrument shall, by said Owner's acceptance of such instrument, become a Member of the Master Association, and the membership of the prior Owner shall be terminated.

Section 5.2 Members and Voting. Prior to Turnover, the Declarant will segregate the Properties into Neighborhoods. Designation of the Neighborhoods shall be made by the Declarant by a Supplemental Declaration or Neighborhood Supplement. The Declarant shall have the right, in its sole discretion, to re-designate Neighborhoods prior to Turnover. VOTING RIGHTS OF MEMBERS SHALL BE CAST SOLELY BY THE NEIGHBORHOOD VOTING REPRESENTATIVE. Members shall not have the right to vote on any Association matters except as the same are specifically set forth in this Declaration or the same is required by applicable law. If the Lots within a Neighborhood are not subject to Neighborhood Documents, the Owners of such Lots will, upon sale of ninety percent (90%) of the Lots in that Neighborhood to persons other than Builders, be entitled to elect a Neighborhood Committee as provided in the By-Laws. Prior to such time, the Declarant shall approve the Neighborhood Committee. Any vote associated with a Lot (i) owned by a husband and wife may be exercised by the husband or wife, subject to the provision of this Declaration and the By-Laws, or (ii) owned by a corporation, partnership, trust or other entity or joint form of ownership, may only be exercised by the individuals listed on a certificate filed with the Board of Directors and then subject to Rules and Regulations of the Master Association.

Section 5.3 Classes. The Master Association shall have two (2) classes of membership, Class "A" and Class "B" as follows:

5.3.1 Class "A". Class "A" Members shall be all Owners of Lots with the exception of the Class "B" Member. Merchant Builders shall be Class "A" Members for each Lot owned by Merchant Builders.

One (1) vote shall be attributable to each Lot for which a Class "A" membership is held. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS DECLARATION, VOTING RIGHTS OF CLASS "A" MEMBERS SHALL BE CAST BY THE NEIGHBORHOOD VOTING REPRESENTATIVE WHO IS NOT REQUIRED TO OBTAIN A VOTE OR CONSENSUS OF THE CLASS "A" MEMBERS, EXCEPT AS MAY BE REQUIRED BY LAW, THIS MASTER DECLARATION OR THE BOARD OF DIRECTORS.

5.3.2 Class "B". The Class "B" Member shall be the Declarant or its assigns or successors in interest. The Class "B" Member shall have five (5) votes for each Lot owned by the Declarant. The Class "B" Member shall be entitled to appoint or elect all of the members of the Board of Directors until Turnover, as specified in the By-Laws. The Class "B" membership shall terminate and become converted to Class "A" membership upon Turnover.

Upon and after Turnover, the Class "B" member shall be deemed to be a Class "A" member entitled to one (1) vote for each Lot in which the interest required for

membership under Section 1 hereof is held. At such time as the Declarant and Merchant Builders sell and close the sale of ninety percent (90%) of the Lots anticipated to be ultimately developed in the Community, as the same is reasonably determined by Declarant based on the platted parcels of the Properties subdivided into Lots and the number of Lots anticipated for any un-platted parcels anticipated to be patted into Lots and multi-family parcels, the Declarant shall call a meeting as provided in the By-Laws for special meetings to advise the membership of the termination of Class "B" status (hereafter called "Turnover Meeting").

Section 5.4 Administration of the Master Association. The affairs of the Master Association shall be administered by the Board of Directors in accordance with this Master Declaration, the Articles of Incorporation and the By-Laws. The Board of Directors shall not be required to obtain a vote of the Neighborhood Voting Representatives on any matter, except as required by this Declaration, the Articles of Incorporation, By-Laws or applicable law. The Articles of Incorporation and the By-Laws may be amended in the manner set forth herein; however, no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of Declarant, Golf Club Owner, or Commercial Property Owners, without the prior written approval of Declarant or the party whose rights are adversely affected. Any attempt to amend this provision or any provision to the contrary shall be of no force or effect.

Section 5.5 Control by Declarant. As provided in the Articles of Incorporation and the By-Laws, the Board of Directors shall initially consist of the individuals named in the Articles of Incorporation, all appointed by Declarant. In accordance with the By-Laws, control of the Board of Directors shall be retained by Declarant until the conveyance of ninety percent (90%) of the Lots anticipated to be developed within the Community to Owners other than Builders. The Declarant shall have the right to appoint, after Turnover, one (1) director until such time as ninety-five percent (95%) of the Lots anticipated to be developed in the Community are conveyed to persons other than Merchant Builders.

Section 5.6 Interpretation. The provisions of this Declaration as well as those of the Articles, By-Laws and any Rules and Regulations of the Master Association shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel to the Master Association, or the counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, By-Laws and the Rules and Regulations of the Master Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Master Association and the Property.

Section 5.7 Declarant's Rights in the Master Association. Prior to and after Turnover and until conveyance of the last Lot to be contained within the Community by

Declarant and Merchant Builders, whether the Declarant exercises the right to appoint or elect any or all of the members of the Board or not, the Board shall have no authority to, and shall not, without the prior written consent of the Declarant, which may be withheld for any or no reason whatsoever, undertake any action which shall:

5.7.1 prohibit or restrict in any manner the sales and marketing program of the Declarant or any Merchant Builder or the leasing activities of the Declarant or any Merchant Builder;

5.7.2 decrease the level of maintenance services of the Master Association performed by the Board of Directors existing immediately prior to Turnover (or the Declarant's earlier relinquishment of the right to appoint the Board of Directors);

5.7.3 make any Special or Benefit Assessment against or impose any fine upon Declarant or any portions of the Property owned by the Declarant;

5.7.4 change the membership of the NCC, diminish or impose on its powers as stated herein or make any other amendment to this Declaration which seeks to provide the Members or MC direct or indirect control over the construction or development activities of Declarant or any Merchant Builder;

5.7.5 alter or amend the Declaration, the Articles or By-Laws of the Master Association in any manner objected to by Declarant;

5.7.6 terminate or waive any rights of the Master Association under this Declaration;

5.7.7 convey, lease, mortgage, alienate or pledge any easements of the Master Association or Common Area;

5.7.8 accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Master Association;

5.7.9 terminate or cancel any easements granted hereunder or by the Master Association;

5.7.10 terminate or impair in any fashion any easements, powers or rights of the Declarant hereunder;

5.7.11 restrict the Declarant's and Builder's rights to use, access and enjoy any of the Properties; or

5.7.12 cause the Master Association to default on any of its obligations under any contract or this Declaration.

In any such matter, the Declarant's consent shall not be unreasonably withheld, and shall be exercised by the person designated to so act by the Declarant.

ARTICLE VI MAINTENANCE

Section 6.1 Preamble. The responsibility for the maintenance of the Property is divided between the Master Association, Neighborhood Associations, the Owners, Golf Club Owner, Commercial Property Owners, MSBU, MSTU and the CDD. Interior maintenance of structures is the responsibility of the owners of such structures, whether residential or commercial. The Master Association may enter into agreements with the CDD, MSTU, MSBU or others for the Master Association's management and/or maintenance of all or part of the property to be maintained by such entity (regardless of whether the subject property is within the Property) for purposes of carrying out all or a portion of the maintenance responsibilities of such entity, the expenses of which may be designated a Common Expense, if the Master Association Board of Directors determines such is in the interest of the Owners. Privately owned property shall be the maintenance responsibility of the Owner thereof, unless the responsibility is assumed by another by agreement approved or acknowledged by the Master Association. Open space owned by or dedicated to the Master Association, a Neighborhood Association, or the CDD shall be maintained by such entity and will not be diminished or destroyed in a manner which materially alters its use or enjoyment as open space.

Section 6.2 Maintenance by Master Association. Commencing as of the date hereof, the Master Association shall maintain and keep in working condition the Area of Common Responsibility. The maintenance provided by the Master Association may include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements, including all private streets, sidewalks, signage, fencing, buildings and other improvements owned by or dedicated to the Master Association, situated upon the Common Area, and such portions of any additional property included within the Area of Common Responsibility and dispensing maintenance chemicals on Lots to the extent deemed necessary or desirable, in the judgment of the Board. The Master Association reserves a perpetual right and easement on and over and under all Properties to dispense maintenance chemicals and to take other action, which in the opinion of the Master Association is necessary to control insects, vermin, weeds and fungi on the Property exclusive of the interior of buildings and other structures constructed on Lots, provided such easement shall not materially interfere with an Owner's use of any Home constructed on a Lot. THE PROVIDING OF MAINTENANCE CHEMICALS AS DESCRIBED ABOVE SHALL NOT BE CONSTRUED AS AN OBLIGATION ON THE PART OF THE MASTER ASSOCIATION TO PROVIDE SUCH SERVICES AND THE MASTER ASSOCIATION SHALL NOT BE LIABLE FOR TRESPASS OR FOR DAMAGES TO ANY OWNER RESULTING FROM SUCH MAINTENANCE.

Except as otherwise specifically provided herein or in any Supplement, all costs associated with maintenance, repair and replacement of Areas of Common Responsibility shall be a Common Expense to be allocated among all Lots subject to Assessment as part of the Common Assessment. Beach Club Expenses are not Common Expenses and shall be utilized in determining Beach Club Assessments. Neighborhood Expenses are not Common Expenses and shall be assessed as Neighborhood Assessments. All Unimproved Lots owned by persons other than Declarant or Merchant Builders may, in the discretion of Master Association, be mowed and groomed on a periodic basis as determined by the Master Association and the cost thereof divided among the affected Owners and assessed directly to the Owners of such Unimproved Lots as a Benefit Assessment. The Declarant and Merchant Builders shall be responsible for maintenance on Unimproved Lots which they own; provided, however, the Master Association shall, if a Merchant Builder fails to maintain their Lots after notice from the Master Association and a reasonable period of time to cure defective maintenance, have the right, but not the obligation, to maintain Unimproved Lots owned by the Merchant Builders and levy Benefit Assessments against the Merchant Builder(s) owning such Unimproved Lots at a rate equal to one hundred twenty percent (120%) for the actual costs and expenses of such maintenance.

Any walls, fences and landscaping surrounding portions of the Property may be maintained by the Master Association, if such property is within the Area of Common Responsibility, and a perpetual easement of ingress and egress over the walls, fences and landscaping, and Lots and the Golf Club are hereby granted to the Master Association for purposes of construction and maintenance activities related to any such walls, fences and landscaping, provided an easement over any Lot will not unreasonably interfere with the Owner's use of the Home on the Lot. Further, the Master Association shall exercise its powers of ingress and egress in a manner which does not damage, disturb or unreasonably interfere with use of the property over which ingress or egress is utilized.

Trees bordering the pavement edge of the roadways (street trees) within the Properties as installed by Declarant, or Merchant Builder pursuant to any obligation to install such trees set forth in the Design Guidelines will be maintained by the Master Association, and shall be considered a Common Expense. Maintenance by the Master Association shall include trimming, fertilization and replacement. Each Owner of a Lot shall be responsible for the proper irrigation of street trees located on their Lot, and the cost of any maintenance, repair or replacement caused by the neglect of an Owner to irrigate the same in a proper manner, or any other negligent or intentional act or omission of the Owner will be levied as a Benefit Assessment against such Owner.

The Master Association may have the obligation for expenses for lease or operation of street lighting facilities located on Common Areas or Neighborhood Common Areas, respectively, from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first, provided the same is within the Area of Common

Responsibility or common area of Neighborhood Association. Any such fees shall be deemed part of the Common Expenses.

In the event the Master Association shall fail to carry out any of its maintenance activities hereunder, then any aggrieved Owner(s) may, as their exclusive remedy, seek to specifically enforce the provisions of this Declaration subject to the terms and provisions hereof.

Portions of the property owned or controlled by the CDD, MSTU or MSBU may be maintained by the Master Association through a separate agreement between the CDD, MSTU and MSBU and the Master Association, which may provide the costs of maintenance shall be paid by the Master Association. Nothing in this Master Declaration shall restrict the CDD, MSTU or MSBU from entering into interlocal agreements delegating any such entity's maintenance or other responsibilities to another governmental agency.

Section 6.3 Owner's Responsibility. Each Owner shall maintain his or her Lot and all structures, parking areas, landscaping and other improvements thereon in a neat, clean and attractive condition, unless such maintenance is the responsibility of the Neighborhood Association pursuant to a Neighborhood Supplement or Neighborhood Documents. In the event a Home constructed on a Lot is going to be unoccupied for a consecutive period of one (1) month or longer, the Master Association may require the Owner to designate a responsible firm or individual to undertake his or her general maintenance responsibilities, which responsibilities shall include, at a minimum maintaining exterior appearance, safeguarding the property to prepare for severe weather and repairing the Home in the event of any damage thereto. At the request of the Master Association, the name(s) and address of such firm or individual must be furnished to the Master Association. Owners of Lots fronting on any roadway within the Properties shall maintain, at the Owner's expense, driveways serving their respective Lot and shall maintain and irrigate, at the Owner's expense, landscaping (exclusive of street tree maintenance) between the Lot boundary and the nearest pavement edge. Owners of Lots fronting on the water's edge or upon greenbelt buffer fronting the water's edge of any lake or other body of water shall maintain and irrigate, at such Owner's expense, all landscaping between the Lot boundary and such water's edge. The Owners performing maintenance of the foregoing areas abutting a Lot shall have no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Article XIII hereof. Owners whose Lots are immediately adjacent to the Golf Club shall irrigate portions of the Golf Club within twenty-five feet (25') from the Lot boundary.

All maintenance required by this Section 6.3 shall be performed in a manner consistent with the Community Wide Standards. After ten (10) days notice by the Board of Directors to correct deficient maintenance, if said deficiencies remain uncured, then the Board of Directors shall have the absolute right, but not the obligation, to contract for and to perform maintenance as shall be prescribed by the Board of Directors and for the purpose the Owner grants unto the Board of Directors, its agents, employees, and all

others designated by the Board of Directors, the right to enter upon the Lot of the Owner for the purpose of completing such maintenance work, all without liability or responsibility, criminal or civil, for trespass or any other action. Advance notice shall not be required if the Master Association determines an emergency condition exists. The cost of such work required by the Board of Directors to cure maintenance deficiencies (together with an administration surcharge equal to twenty percent (20%) of such cost) shall be assessed against the Owner who has failed to perform such maintenance and his or her Lot as a Benefit Assessment.

Section 6.4 Neighborhood Association's Responsibility. Any Neighborhood Association having responsibility for maintenance of all or a portion of the property within a particular Neighborhood pursuant to Neighborhood Documents shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standards. In the event that Neighborhood Association fails to adequately maintain property for which it is responsible, the Master Association shall have the right, but not the obligation, to maintain such property and to assess the costs against the Lots located within the Neighborhood, which the Master Association deems to be benefitted by the maintenance performed by the Master Association. Each such Owner of a Lot shall pay its share of such expenses incurred by the Master Association together with an administrative surcharge of twenty percent (20%) of such amount. Such Assessments may be collected as Benefit Assessments hereunder and shall be subject to all lien rights provided herein.

Any Neighborhood Association whose common property fronts on any roadway within the Properties shall, at the Neighborhood Association's expense, maintain and irrigate the landscaping on that portion of the right-of-way between the property line and the nearest curb of such roadway. Any Neighborhood Association whose common property fronts the water's edge or greenbelt buffer fronting the water's edge within the Properties shall maintain, at the Neighborhood Association's expense, and irrigate all landscaping between its property line and such water's edge. A Neighborhood Association whose common property is immediately adjacent to the Golf Club shall irrigate portions of the Golf club within twenty-five feet (25') of the boundary of the Neighborhood Association's Common Property. The Neighborhood Association performing the foregoing maintenance shall have no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Article XIII hereof.

Section 6.5 Surface Water Drainage and Management System.

6.5.1 All Owners acknowledge that the Property is located within the boundaries of the SFWMD. Due to ground water elevations underneath the Property, priorities established by governmental authorities and other causes outside of the reasonable control of the Declarant, the Master Association and the CDD, lake water levels may fluctuate at certain times during the year and such fluctuations may be material. Neither the Declarant, the Master Association nor the CDD shall have any liability for

aesthetic conditions, objectionable odors, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels or water quality.

6.5.2 The Surface Water Management System shall be maintained by the Master Association, in compliance with all Governmental Approvals, requirements of SFWMD and the terms of any agreements between the CDD and Master Association. Notwithstanding anything to the contrary herein, use of the Surface Water Management System shall not violate any of the terms, conditions and provisions of permits and approvals related to the Surface Water Management System

6.5.3 Neither the Master Association, Neighborhood Association, Merchant Builders or any Owner shall take any action which modifies the Surface Water Management System in a manner which changes the flow or drainage of surface water.

6.5.4 The Property shall be burdened with easements for drainage and flow of surface water in a manner consistent with the approved and constructed Surface Water Management System.

6.5.5 Portions of the Surface Water Management System may be located adjacent to or within the boundaries of the Golf Club, including, without limitation, surface water drainage easements and lakes as the same are set forth on any Plat. Such areas of the Surface Water Management System which are owned in fee simple by the Master Association are hereby burdened with a permanent license for reasonable use in connection with the operation of the Golf Club and Beach Club and Marina. The rights of the Golf Club shall include, without limitation, recreational use and enjoyment of the Golf Club and subject to any applicable permits, withdrawal of irrigation water from the Surface Water Management System, drainage of the Golf Club into the Surface Water Management System, construction, maintenance, repair and replacement of pumphouses and other irrigation equipment, bridges and bulkheads, etc.. The party responsible for the maintenance of, the Surface Water Management System shall cooperate with the Golf Club in applying for and renewing consumptive use permits to withdraw surface water for irrigation of the Golf Club. The Golf Club Owner shall have the exclusive right to remove golf balls lost within the Surface Water Management System if the same are located within the boundaries of or adjacent to the Golf Club.

6.5.6 Portions of the Surface Water Management System may be used for boating, swimming and similar uses associated with the operation of the Beach Club and Marina. A perpetual license is granted to the Master Association for the foregoing, subject to the Lake Use Agreement, as applicable, and reasonable limitations imposed by the owner of, and party responsible for the maintenance of, the Surface Water Management System.

6.6.7 Any amendment of this Declaration which would affect the Surface Water Management System or the responsibility of the CDD, if any, to maintain or cause to be maintained the Surface Water Management System must be approved by SFWMD.

Section 6.6 "Conservation Areas". Certain portions of the Property contain wetlands or upland preserves to be maintained in their natural state, unless any use of such property is permitted by the Governmental Approvals. Conservation easements may be recorded against such property. Conservation Areas shall be the responsibility of the owner thereof, unless the same is within the Area of Common Responsibility.

Section 6.7 Wildlife Protection. Portions of the Property or adjacent Property may be burdened with wildlife protection plans. The Master Association shall undertake obligations regarding wildlife preservation plans within the Area of Common Responsibility burdened by such plans.

ARTICLE VII INSURANCE AND CASUALTY LOSSES

Section 7.1 Insurance. The Master Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain blanket all-risk insurance for all insurable improvements on the Common Area, or if blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy covering loss or damage by fire and other hazards, including extended coverage, vandalism, and malicious mischief. The Master Association's Board of Directors or its duly authorized agent shall also have the authority to obtain blanket all-risk coverage insurance for all insurable improvements on the Area of Common Responsibility. All such insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost (less a reasonable deductible and foundation costs) of any repair or reconstruction in the event of damage or destruction from such hazard.

The Master Association shall not have any insurance responsibility for any Lot, Commercial Property, common area of a Neighborhood Association or the Golf Club.

Insurance obtained by a Neighborhood Association for common areas within any Neighborhood, shall at minimum comply with the applicable provisions of this Section 7.1, including the provisions applicable to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost (less a reasonable deductible and foundation costs). All such policies shall provide for a certificate of insurance to be furnished to the Master Association.

The Board shall also obtain a public liability policy covering the Common Area, and the Master Association for all damage or injury caused by the negligence of the Master Association or any of its employees or agents, and, if available at a reasonable cost,

directors' and officers' liability insurance and such other insurance as the Board of Directors determines reasonable and appropriate. Any liability policies acquired by the Master Association shall have liability limits as reasonably determined by the Board of Directors.

Premiums for all insurance insuring the Common Areas and other insurance acquired by the Master Association shall be Common Expenses of the Master Association and shall be included in the Common Assessment, unless otherwise provided in this Declaration or any Supplemental Declaration. The policy may contain a reasonable deductible, and in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Master Association as trustee for the respective benefitted parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

7.1.1 All policies shall be written with a company authorized to do business in Florida.

7.1.2 All policies on the Common Area shall be for the benefit of the Master Association.

7.1.3 Exclusive authority to adjust losses under policies obtained by the Master Association shall be vested in the Master Association's Board of Directors. No First Mortgagee or other lienholder shall have any right of participation with respect to losses pertaining to the Common Area.

7.1.4 In no event shall the insurance coverage obtained and maintained by the Master Association's Board of Directors hereunder be brought into contribution with insurance purchased by Neighborhood Associations, the Golf Club Owner, Commercial Property Owners, Owners, occupants, or their First Mortgagees and the insurance carried by the Master Association shall be primary.

7.1.5 The Master Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

7.1.5.1 A waiver of subrogation by the insurer as to any claims against the Master Association's Board of Directors and officers, the Owners, and their respective tenants, servants, agents, and guests.

7.1.5.2 A waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

7.1.5.3 A statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of any one (1) or more individual Owners;

7.1.5.4 A statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of the conduct of any director, officer, or employee of the Master Association or its duly authorized manager without prior demand in writing delivered to the Master Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Master Association or its manager.

7.1.5.5 That any "other insurance" clause in any policy exclude any other Owners policies from consideration; and

7.1.5.6 That the Master Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance if and to the extent required by law, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Master Association's funds, if available at reasonable cost, and flood insurance on Common Areas, if required or deemed reasonable by the Board of Directors in their sole and absolute discretion.

Section 7.2 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Master Association that each Owner shall carry homeowners insurance on the Lot(s) insuring at a minimum against windstorm, fire damage and vandalism. Each Owner of a Lot further covenants and agrees that in the event of a partial loss or damage to a Home or Dock, the Owner shall remove all debris within thirty (30) days after the damage or destruction and complete repair or reconstruction of the Home or Dock within nine (9) months thereafter, subject to force majeure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XIII of this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that a Home or Dock is damaged to an extent it must be razed to be reconstructed, the Owner of the Lot may decide not to rebuild or not to reconstruct, in which case the Owner shall notify the Master Association of this election within thirty (30) days after the damage or destruction and, subject to force majeure, shall clear the Lot of all debris within thirty (30) days after the damage or destruction, return the Lot to substantially the natural state in which it existed prior to the beginning of construction, fully sod and provide an underground irrigation system for the Lot and thereafter the Lot shall be considered an Unimproved Lot which shall be maintained in a neat and attractive condition consistent with the Community-Wide Standard. In the event a Home or Dock is totally destroyed and an Owner does not elect

to return and maintain the Lot to its natural condition, all debris shall be removed within thirty (30) days after the damage or destruction and reconstruction shall be completed within nine (9) months thereafter, subject to force majeure. The Board of Directors may, but shall not be required to extend the foregoing timeframe to permit the settlement of claims between an Owner and their insurer.

All policies of insurance required by the terms of this Section 7.2 shall provide that losses in excess of Fifty Thousand Dollars (\$50,000.00) be paid to an insurance trustee to be disbursed for repair or replacement. The insurance trustee shall be named mutually by the Master Association and Owner, and if the Owner and Master Association cannot agree on the insurance trustee, the same shall be named by the insurance company. The insurance trustee shall be entitled to charge a reasonable fee for acting in such capacity, and such fee and all costs and expenses incurred by the insurance trustee in performance of his duties shall be paid by the Owner or taken from the proceeds of the insurance. The trustee shall be entitled to indemnification by the Master Association and Owner from any and all liabilities and costs incurred by virtue of action as trustee unless such liability is the result of gross negligence or malfeasance. The insurance trustee may rely upon the written instructions and information provided by the Owner or officers, directors, or agents of the Master Association, and shall not be required to inquire beyond such information and instructions. Individual policies of insurance shall name the Master Association as an additional insured and shall require that the Master Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal. In the event an Owner fails to maintain insurance required by this Section 7.2, the Master Association may, but is not obligated, to obtain insurance on behalf of the Owner and assess the Owner and his Lot the cost thereof as a Benefit Assessment.

Section 7.3 Damage and Destruction to Areas of Common Responsibility.

7.3.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Area of Common Responsibility covered by insurance written in the name of the Master Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction, as used in this paragraph, means repairing or restoring the affected portion of the improvements to the same or a similar condition to that which existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes, other governmental requirements or otherwise determined to be appropriate by the Board of Directors.

7.3.2 Any damage or destruction to the Common Area shall be repaired or reconstructed unless (i) if Common Area, the Neighborhood Voting Representatives representing at least seventy-five percent (75%) of the votes attributable to Lots, or (ii) if Neighborhood Common Area, the Neighborhood Voting Representatives representing at

least seventy-five percent (75%) of the total votes of Lots within the Neighborhoods who use or benefit from the Neighborhood Common Area, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Master Association within said period, then the period shall be extended until such funds or information shall be made available. No holder of any lien relative to the Properties or any Lot therein shall have the right to participate in the determination of whether the damage or destruction to Common Area or Neighborhood Common Area shall be repaired or constructed.

7.3.3 In the event that it should be determined in the manner described above that the Common Area or Neighborhood Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained undeveloped by the Master Association in a neat and attractive condition consistent with Community-Wide Standards.

Section 7.4 Disbursement of Proceeds.

7.4.1 Proceeds of insurance policies shall be disbursed as provided in this Section. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction, or in the event no repair or reconstruction is made (after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s), as their interest may appear, if any Lot is involved), shall be retained by and for the benefit of the Master Association and placed in a capital improvements account.

7.4.2 If it is determined, as provided in Section 7.3 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds described above.

7.4.3 If the damage or destruction related to Neighborhood Common Area, excess proceeds shall be held by the Master Association and used for the benefit of the Neighborhoods who benefit from the Neighborhood Common Area.

Section 7.5 Repair and Reconstruction. If the damage or destruction to the Common Area or Neighborhood Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Neighborhood Voting Representatives, levy a Special Assessment against (i) all Owners, if Common Area

on the same basis as provided for Common Assessments, or (ii) Owners within the Neighborhoods benefitted by the Neighborhood Common Area, if Neighborhood Common Area, on the same basis as provided for Neighborhood Assessments. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VIII NO PARTITION

Except as is permitted in this Declaration or amendments hereto, there shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition. This Article shall not be construed to prohibit the Board of Directors from disposing of real or personal property.

ARTICLE IX CONDEMNATION

Whenever all or any part of the Common Area shall be taken by condemnation or conveyed in lieu of and under threat of condemnation the award made for such taking shall be payable to the Master Association, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property subject to of this Declaration, and Neighborhood Voting Representatives representing at least seventy-five percent (75%) of the total votes within the Master Association, shall otherwise agree, the Master Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor. Replacement shall be in accordance with plans deemed reasonable by the Board of Directors to fulfill the functions of the condemned property. If such improvements are to be repaired or restored, the provisions regarding the disbursement of funds in respect to casualty, damage or destruction which is to be repaired shall apply.

If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are funds remaining after any such restoration or replacement is completed, then such award or funds shall be disbursed to the Master Association and used for such purposes as the Board of Directors of the Master Association shall determine reasonable and equitable, in its sole discretion.

ARTICLE X ANNEXATION AND REMOVAL

Section 10.1 Annexation Without Approval of Membership. Developer shall have the unilateral right, privilege, and option, from time to time at any time until all property described on Exhibit "D" has been subjected to this Declaration to subject to the provisions of this Declaration and the jurisdiction of the Master Association the portion of the real property described in Exhibit "D", attached hereto, which is not described in Exhibit "A". Such annexation shall be accomplished by filing in the public records of Lee County, Florida, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of the Members. All Lots on real property annexed to this Declaration shall pay the same Common Assessments and Beach Club Assessments and shall have the same voting privileges as those provided for Lots within the Initial Property. Any such annexation shall be effective upon the filing of record of such Supplemental Declaration unless otherwise provided therein. Developer shall have the unilateral right to transfer, in whole or in part to any other Person the said right, privilege, and option to annex additional property which is herein reserved to Developer, provided that such transferee or assignee shall be the Developer of at least a portion of the real property described in Exhibit "D" and that such transfer is memorialized in a written, recorded instrument executed by the Developer. Nothing herein shall obligate the Developer to add any or all of the additional property described on Exhibit "D" to the provisions of this Declaration.

Section 10.2 Annexation With Approval of Membership. The Association may annex real property other than that described on Exhibit "D" to the provisions of this Declaration and the jurisdiction of the Master Association subject to the consent of a majority of the votes eligible to be cast by the Neighborhood Voting Representatives. All Lots on real property annexed to this Declaration shall pay the same Common Assessments and Beach Club Assessments and shall have the same voting privileges as those provided for Lots within the Initial Property.

Annexation shall be accomplished by filing of record in the public records of Lee County, Florida, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Master Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein.

Section 10.3 Acquisition of Additional Common Property. Declarant may convey to the Master Association additional real estate, improved or unimproved, located within or adjacent to the Properties annexed to this Master Declaration which upon conveyance or dedication to the Master Association shall be accepted by the Association and thereafter shall be maintained by the Master Association at its expense for the benefit of all Owners. The addition of Common Property other than that which is located within or adjacent to the

property described on Exhibits "A" or "D" shall be subject to the approval of a majority vote of the Neighborhood Voting Representatives.

Section 10.4 Assignment of Property. Declarant shall have the right to collaterally assign all of its interest in the Properties to any mortgagee holding a mortgage encumbering any property located within the Properties.

Section 10.5 Removal of Property. Declarant reserves the right to amend this Declaration from time to time prior to Turnover, in its sole discretion, without the prior notice or consent of any Person to remove any portions of the Property then owned by the Declarant (or any affiliate of Declarant) or by the Master Association from the provisions of this Declaration if and to the extent such property was originally subjected to this Declaration in error or if Declarant changes the development plan for the Properties, provided however, that Declarant, concurrently with such removal shall grant and/or confirm such easements as are necessary or requisite relative to the reasonable maintenance and/or construction of those Lots theretofore conveyed by Declarant. Neither the Beach Club nor the Marina may be removed from this Declaration, unless simultaneously with such removal, Declarant provides to each Owner of a Lot heretofore conveyed, a perpetual license to use the Beach Club and Marina upon payment of reasonable dues, fees and charges, as determined by Declarant or its assigns, provided, if the Owner of a Lot fails to timely pay dues, fees and charges imposed for use of the Beach Club and Marina, the rights of the Owner and all subsequent Owners of the Lot shall irrevocably be terminated. Such license shall be automatically transferred to any purchaser or transferee of the Lot, upon conveyance or transfer of the Lot.

Section 10.6 Amendment. So long as the Developer owns any property described in Exhibits "A" or "D" hereof, this Article shall not be amended without the prior written consent of Developer.

ARTICLE XI

RIGHTS AND OBLIGATIONS OF THE MASTER ASSOCIATION

Section 11.1 Common Area.

11.1.1 On or before Turnover, the Declarant shall convey a property interest in the Common Areas to the Master Association. The Master Association shall be obligated to accept title to any interest in real or personal property transferred to it by Declarant. Property interests transferred to the Master Association by Declarant may include fee simple title, easements, leasehold interests and licenses to use. Any fee simple interest in property transferred to the Master Association by Declarant shall be transferred to the Master Association by quit claim deed subject to all matters of record. Any property or interest in property transferred to the Master Association by Declarant may impose special restrictions governing the uses of such property and special obligations on the Master Association with respect to the maintenance of such property. No title

insurance, title opinion or survey shall be provided to the Master Association by the Declarant. The Master Association shall accept and assume all leases and licenses to real and personal property, which are Common Property.

THE MASTER ASSOCIATION SHALL ACCEPT "WHERE IS, 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 INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF 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. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY LOT, THE MASTER ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE MASTER ASSOCIATION OR ANY OWNER RELATING TO THE CONSTRUCTION, CONDITION, ADEQUACY FOR ANY PARTICULAR PURPOSE OR FOR THE NUMBER OF USERS, DESIGN, FITNESS, ECONOMIC PERFORMANCE OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. All costs and expenses of any conveyance of any property by Declarant to the Master Association shall be paid for by the Master Association.

11.1.2 The Master Association, shall be responsible for the management and control of the Areas of Common Responsibility and shall maintain and keep the Areas of Common Responsibility in working condition, ordinary wear and tear excepted, such maintenance to be funded as herein provided. Capital replacements, capital repairs and capital additions to the Common Area shall be funded solely from reserves which may be collected by the Master Association or contributions to capital due upon resale of Lots as provided in Section 12.13. The Declarant shall, at its expense, fund the cost of construction of the Beach Club and Marina and Common Area, provided the Declarant shall be reimbursed a portion of the costs for furnishing and equipping the Beach Club and Marina from initial capital contributions as described in Section 12.14 and the initial amenity fee charged by Declarant upon the initial sale of a Lot. Said payments to Declarant shall not be deemed a distribution by the Master Association, but shall be a reimbursement of costs advanced by Declarant for the benefit of the Master Association.

Section 11.2 Maintenance and Indemnity. Notwithstanding the fact that Declarant may initially retain ownership of the Common Areas, the Master Association shall, pursuant to this Declaration, be 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. The Master Association will indemnify, defend and hold harmless Declarant and its successors and assigns, and their affiliates, partners, employees and agents against and in respect of, and reimburse the same on demand for, any and all claims, demands, losses, costs, expenses, settlements, obligations, liabilities, damages, recoveries and deficiencies, including, but not limited to, interest, penalties, attorneys and paralegals' fees and disbursements (even if incident of any appeals), the Declarant or its successors or assigns, and their partners, affiliates, officers, stockholders, directors, members, employees, or agents incur or suffer which arise, result from or relate to the ownership, operation or management of the Common Areas or any other activities of the Master Association after the date of this Declaration other than any act resulting from the gross negligence or willful misconduct by Declarant. To the extent necessary, the Master Association shall levy a Special Assessment against Owners, other than Declarant and Merchant Builder, to cover the costs of indemnity.

Section 11.3 Rules and Regulations. The Master Association through its Board of Directors, may make and enforce reasonable and nondiscriminatory Rules and Regulations governing the use of the Property which Rules and Regulations shall not eliminate or unreasonably interfere with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which shall constitute a lien upon the Owner's Lot or Lots and the suspension of the right to use any Common Area, including, without limitation, the Beach Club and/or Marina, and exclusion from the Properties of any contractor, subcontractor, agent or other invitee who fails to comply with the provisions of such Rules and Regulations; provided however, the Master Association shall not restrict or impair the right of an Owner or his or her tenants (provided the lease complies with this Declaration) to have vehicular or pedestrian ingress and egress to and from the Owner's Lot. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be subject to the procedures for disciplinary action provided in the By-Laws. Fines shall constitute Benefit Assessments subject to the lien rights provided in this Declaration.

The Master Association, through the Board, by contract or other agreement, shall have the right to enforce all applicable federal, state and local laws, ordinances, codes and regulations and to permit any governmental or quasi-governmental agency to enforce such parties' rules and ordinances on the Properties, and further, to the extent the provisions of this Declaration, a Supplement of Declaration or Neighborhood Declaration violate any of the foregoing, the provisions of law, ordinance, permits, codes and regulations shall control.

Section 11.4 Commercial Property Owner Use of Beach Club. The Declarant shall have the right by Supplement to permit Commercial Property Owners (and their tenants and invitees) access to and use of the Beach Club and/or Marina on terms and conditions reasonably determined by Declarant. In any such Supplement, the Declarant shall provide for Beach Club Assessments to be paid by the Commercial Property Owner which, in

Declarant's sole opinion will adequately compensate the Master Association, for use privileges granted to the Commercial Property Owners.

Section 11.5 Non-Owner Use of Beach Club and Marina. The Master Association shall own and/or operate the Beach Club and Marina. The Board of Directors, after Turnover, and the Declarant, prior to Turnover, subject to the consent of the Board of Directors, which consent shall not be unreasonably withheld, shall have the authority to establish Rules and Regulations concerning use of the Beach Club and Marina which may from time to time be changed. The Rules and Regulations may permit non-Owners to use the Beach Club and Marina on a daily, short term or long term basis. The Board shall determine the terms of use of the Beach Club and Marina by non-Owners, including the cost of membership or use privileges and the term of membership, access or use. Any initiation fees paid to the Master Association by non-Owner members for use of the Beach Club shall be deemed Beach Club Revenues. Until Turnover, it is anticipated the Board of Directors will enter into a management agreement for the operation of the Beach Club and Marina which may authorize the manager to actively promote non-Owner use of the Beach Club. After Turnover, the Master Association shall not modify or amend the rights, privileges and obligations of non-Owners who were granted privileges to use the Beach Club and Marina prior to the Turnover until said privileges expire or terminate under any membership or use agreement.

Section 11.6 Promotional Access and Use of Beach Club and Marina.

(a) Prior to the Turnover, the Declarant is entitled to designate temporary members with privileges to use the Beach Club and Marina on terms and conditions established by Declarant. Neither the Declarant nor the temporary members designated to use the Beach Club and Marina shall be obligated to pay any annual dues, use fees or assessments except as the Declarant may require. The Master Association shall establish separate accounts for each person designated to use the Beach Club and Marina pursuant to this Section, and shall bill such individuals directly for their personal food, beverage and merchandise purchases.

(b) Prior to Turnover, the Declarant and its affiliates further have the right, to schedule and hold marketing, promotional and other events (whether in season or out of season) using the Beach Club and Marina, including, but not limited to, the right to close the Beach Club to Owners, so long as such events do not preempt scheduled functions of the Master Association.

(c) Both before and after Turnover, the Declarant and its affiliates further have the right to promote the Beach Club and Marina in advertisements, promotional materials and other promotional media by making reference to the Beach Club and Marina.

(d) Notwithstanding anything herein to the contrary, the Master Association shall both before and after Turnover permit the Declarant to designate a

maximum of twenty (20) individuals to use the Beach Club and Marina for the purpose of entertaining prospective purchasers and lessees of Lots and Commercial Property including resales. After Turnover, the Declarant shall pay to the Master Association guest fees for use of the Beach Club by its designated representatives and prospective purchasers and lessees. The Master Association will establish an account for charges incurred by the Declarant in connection with the entertainment of prospective purchasers. The amount of these charges shall be the same as those charged, from time to time, for accompanied guests of an Owner. The Master Association shall bill the Declarant monthly for such charges. The Designees may be changed from time to time by Declarant, provided each designee may be charged only one time per calendar year after Turnover.

Section 11.7 Boundary Modifications. The boundaries of the Common Property may from time to time be modified by Declarant as deemed necessary or appropriate by Declarant for development and sale of Lots. The Master Association shall, without consideration of the approval of a Person, execute any such instrument deemed necessary to accomplish any boundary modification and shall fully support any such re-platting, re-zoning, or governmental approvals necessary to accomplish such boundary modification.

Section 11.8 Implied Rights. The Master Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 11.9 Open Space. Any portion of the Common Property which is platted as open space or which, pursuant to applicable development approvals for the Properties, is considered open space shall be restricted to uses authorized by the Governmental Approvals.

Section 11.10 Hurricane Awareness. The Master Association shall provide an educational program on an annual basis, in conjunction with Lee County Emergency Management, which will provide literature, brochures and technical assistance for hurricane awareness/preparedness seminars, describing the risks of natural hazards with the intent to provide a mechanism of educating Owners concerning the actions they should take to mitigate the dangers inherent in these hazards.

Section 11.11 No Amendment. The provisions of this Article may not be amended without the written consent of Declarant.

ARTICLE XII ASSESSMENTS

Section 12.1 Creation of Assessments. There are hereby created Assessments for expenses for the Master Association as may from time to time be authorized by the Board

of Directors to be commenced at the time and in the manner set forth in this Article. There shall be five (5) types of Assessments: (i) Common Assessments for Common Expenses; (ii) Beach Club Assessments as described in Section 12.4 of this Declaration; (iii) Neighborhood Assessments as described in Section 12.5 below; (iv) Special Assessments as described in Section 12.6 below; and (v) Benefit Assessments as described in Section 12.7 below.

Common Assessments shall be allocated as follows:

One (1) Assessment Unit per Lot subject to assessment pursuant to this Declaration¹

All Assessments, together with interest at a rate not to exceed the highest rate allowed by applicable usury law as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be a charge on the property (and improvements) to which they pertain and shall be a lien upon such property against which each assessment is made. Such lien to be effective as of the date of the original recording of this Declaration. Each such Assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who owned such property at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable to the time of conveyance, except as otherwise provided in this Article. Without the written consent of the Declarant, no change shall be made concerning the manner or computation of Assessments.

The Master Association shall, upon the written request of any Owner, furnish, within ten (10) days after such written request, to any Person liable for any type of Assessment a certificate in writing signed by an officer of the Master Association setting forth whether such Assessment has been paid as to his/her particular property. With respect to all Persons other than the Owner of that property, such certificate may be relied upon as conclusive evidence of payment to the Master Association of such Assessment therein stated to have been paid. The Master Association may require the advance payment of a processing fee not to exceed three month's Common Assessment on the property for the issuance of each such certificate.

¹ Lots owned by the Declarant shall not be subject to Assessments or considered in determining any Assessment levy. Although the Site Plan and Governmental Approvals may provide for an anticipated number of Lots and square feet as Commercial Property for the Community, no representation or warranty is made by Declarant that the number of Lots and Commercial Property square footage will be as set forth in the Site Plan. The actual number of Lots and Commercial Property square footage may be greater or less than that shown on the Site Plan and such differences may be material. Commercial Property may be assessed a number of Assessment Units as provided in a Supplemental Declaration for such Commercial Property executed by Declarant. Nothing shall require Declarant to allocate Assessment Units to Commercial Property.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors and such determinations by the Board may include, without limitation, acceleration of that fiscal year's assessments for delinquencies. The Board's determination of payment policies shall be applied uniformly to all properties subject to Assessment. Unless the Board otherwise provides, the Common Assessments and Neighborhood Assessments shall be paid quarterly in advance, Beach Club Assessments shall be paid annually in advance, Benefit Assessments shall be paid monthly in advance or as incurred and Special Assessments shall be payable within a reasonable time frame, after levied, as determined by the Board.

No Person may waive or otherwise exempt himself from liability for Assessments, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of his property. The obligation to pay Assessments is a separate and independent covenant on the part of each Person liable for the payment of Assessments, and the Master Association has the right to require an unconditional personal continuing guarantee from a principal of an entity that owns a Lot. Assessments will be due and payable during any period of suspension of voting rights or use of all or portions of the Common Areas. The owner of any property subject to Assessment, by acceptance of a deed therefore whether or not it shall be expressed in any such deed, shall be deemed to covenant and agree to pay the Assessments and such obligations shall be binding on all subsequent purchasers of such property. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged act or omission of the Declarant, Master Association or Board to take some action or perform some function required to be taken or performed by the Declarant, Master Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Master Association, or from any action taken by the Declarant in connection with the development of the Community or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Prior to Turnover, the Declarant shall not have any obligation to pay Assessments on property it owns, whether such property is original inventory or has been reacquired by Declarant. Rather, until that time, the Declarant may elect annually to pay the difference, if any, between the amount of Assessments assessed (whether collected or not) relative to all property subject to Assessment and the amount of actual expenditures required to operate the Master Association during the fiscal year (the "difference"). Notwithstanding anything to the contrary in this Declaration, the Declarant shall have no obligation to fund capital replacements, capital repairs, capital additions or reserves of any kind. Any capital replacements, capital repairs or additions shall be funded through reserves which may be collected, Special Assessments or, after Turnover, contributions to capital from resales as described in Section 12.13. The Declarant may, in its sole discretion, also elect to defer or waive any obligation to pay all or a portion of the Common Assessments or Beach Club Assessments owed by Merchant Builders for Lots sold to Merchant Builders for a period not to exceed three (3) years from the date the Lot was acquired by the Merchant Builder.

For purposes of computation of Common Assessments and Beach Club Assessment, said Lots shall be considered owned by the Declarant until the expiration of said period. Declarant's election to fund the difference shall be by written notice to the Board not less than thirty (30) days prior to the beginning of each fiscal year and if no notice is delivered by Declarant, Declarant shall be deemed to have elected to pay the difference. The Declarant's financial obligations to the Master Association may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. After Turnover, the Declarant shall be obligated to pay Assessments in the same manner as any other Owner.

Section 12.2 Purpose of Assessments. The Assessments levied by the Master Association shall be used for the purpose of promoting the proper maintenance, replacement, repair and management of the Properties and in particular for operation of the Master Association and exercising its rights and fulfilling its obligations under the Declaration and all documents and agreements executed in connection herewith.

Section 12.3 Computation of Common Assessments. It shall be the duty of the Board annually to prepare a budget covering the estimated Common Expenses, if any, of the Master Association during the coming year ("Annual Budget"), and prior to Turnover to prepare a budget based on estimated Common Expenses which would be incurred assuming all Areas of Common Responsibility and Property anticipated to be developed in the Community were complete ("Buildout Budget"). Subsequent to Turnover, it shall be the duty of the Board at least fifteen (15) days prior to the budget workshop as described in the By-Laws to prepare the Annual Budget and mail the same to all Members. Any budget adopted by the Master Association may include a capital contribution establishing a reserve fund, in accordance with a reserve budget separately prepared, and shall separately list general and specific expenses, if any. The Master Association shall be under no obligation to establish a reserve fund. The Board shall cause a copy of the Annual Budget, the Buildout Budget, and the notice of the Common Assessment amount, to be delivered to each Member at least thirty (30) days prior to the beginning of each fiscal year. **Prior to Turnover, the Annual Budget and Common Assessments, which shall be computed based on the Buildout Budget, shall be determined by the Board of Directors in their sole and absolute discretion.** After Turnover, the Annual Budget and Common Assessments shall become effective, unless disapproved at the budget workshop, by a vote of the Neighborhood Voting Representative representing at least a majority of the total Association membership.

Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Board fails for any reason 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 Owner shall pay the increase, if any, in the

Common Assessment from the beginning of such year at the time the next quarterly installment is due.

Prior to Turnover, the Common Assessment to be levied for the coming year against each Property subject to Assessment shall be computed by dividing the Buildout Budget by the number of Assessment Units, then anticipated to be subject to Assessment upon buildout. After Turnover, Common Assessments to be levied for the coming year against each property subject to Assessment based on the Annual Budget divided by the number of Assessment Units. EACH OWNER ACKNOWLEDGES THE DECLARANT WILL NOT PAY ASSESSMENTS ON PROPERTY OWNED BY DECLARANT.

Section 12.4 Computation of Beach Club Assessments. EACH LOT SUBJECT TO COMMON ASSESSMENT, AND EACH COMMERCIAL PROPERTY SUBJECT TO BEACH CLUB ASSESSMENTS AS PROVIDED IN A SUPPLEMENT EXECUTED BY DECLARANT, SHALL PAY BEACH CLUB ASSESSMENTS. PRIOR TO TURNOVER, THE LEVEL OF BEACH CLUB ASSESSMENTS SHALL BE ESTABLISHED IN ACCORDANCE WITH THE MANAGEMENT AGREEMENT. PRIOR TO TURNOVER, ANY AMOUNT BY WHICH BEACH CLUB EXPENSES EXCEED BEACH CLUB REVENUES ("BEACH CLUB OPERATING LOSSES") SHALL BE PAID BY THE DECLARANT IN EXCHANGE FOR RIGHTS TO USE THE BEACH CLUB TO PROMOTE THE SALE AND LEASING OF LOTS AND COMMERCIAL PROPERTY. IF PRIOR TO TURNOVER, THE SUM OF BEACH CLUB REVENUES AND BEACH CLUB ASSESSMENTS EXCEED BEACH CLUB EXPENSES SUCH EXCESS ("BEACH CLUB OPERATING SURPLUS") SHALL BE PAID TO THE DECLARANT UNDER THE MANAGEMENT AGREEMENT. THE MANAGEMENT AGREEMENT AUTHORIZES MANAGER TO SET BEACH CLUB ASSESSMENTS AT LEVELS COMPARABLE TO DUES AND CHARGES AT MEMBERSHIP CLUBS OFFERING SIMILAR TYPES OF RECREATIONAL FACILITIES. AFTER TURNOVER, THE BOARD SHALL SET THE BEACH CLUB ASSESSMENTS BASED ON THE AMOUNT BY WHICH ESTIMATED BEACH CLUB EXPENSES EXCEED THE ESTIMATED BEACH CLUB REVENUES WHICH SHALL BE ALLOCATED AGAINST ALL PROPERTY THEN SUBJECT TO BEACH CLUB ASSESSMENTS, INCLUDING LOTS SUBJECT TO COMMON ASSESSMENTS AND COMMERCIAL PROPERTY WHICH BY SUPPLEMENT ARE SUBJECT TO BEACH CLUB ASSESSMENTS.

Section 12.5 Computation of Neighborhood Assessments. At least sixty (60) days prior to the beginning of each fiscal year, it shall be the duty of the Board annually to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Master Association for each Neighborhood on whose behalf such expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration, Neighborhood Supplement, written agreement with the Neighborhood Association 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. Any Neighborhood, through its Neighborhood Voting Representative and as evidenced by a petition signed by a majority of the Owners within

the Neighborhood, may request that additional services or a higher level of services be provided by the Master Association, and if the Master Association, in its sole discretion, agrees to provide such higher level of service, any additional costs shall be added to such budget, or if no budget previously existed, such additional costs shall be considered the Neighborhood budget. 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) benefitted thereby and shall be levied as a Neighborhood Assessment irrespective of the benefit as to any particular Lot, provided the Board may adjust Neighborhood Assessments for Lots for which no Certificate of Occupancy has been granted by the applicable governmental authority. 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 benefitted 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 benefitting the Neighborhood. Expenses incurred by the Master Association directly applicable to both the Common Area and Neighborhood Common Area shall be equitably allocated by the Board to Common Expenses and Neighborhood 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, 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.

Section 12.6 Special Assessments. In addition to Common Assessments, Special Assessments shall be allocated in the same manner as (a) Common Assessments, if the same relate to Area of Common Responsibility or operations of the Master Association, or (b) Neighborhood Assessments, if the same relates to Neighborhood Common Area. The Master Association by resolution of the Board of Directors may levy Special Assessments, provided any such Special Assessment which would exceed the then current Common Assessments or Neighborhood Assessments for a Lot during such year shall require the approval of a majority of the votes to be cast by Neighborhood Voting Representatives, if related to Areas of Common Responsibility, or the Members within a particular Neighborhood, if related to Neighborhood Association Common Area and the affirmative vote or written consent of the Class "B" Member, if such exists. Such Special Assessment shall be for the purpose of defraying, in whole or in part, the cost of any acquisition, construction or reconstruction, capital replacements or any unexpected or unbudgeted expense or repair.

Section 12.7 Benefit Assessments. The Board of Directors of the Master Association may impose a Benefit Assessment against an Owner and his or her Lot, if the use or treatment of a Lot or conduct of the Owner, his family or lessees increases the costs to the Master Association above that which would result from compliance by the Owner with this Declaration or a Supplemental Declaration. The amount of such Benefit Assessment shall be equal to such cost increase together with a reasonable allocation of overhead incurred by the Master Association and may be enforced in the manner provided for any other Assessment. Any charge for individual services provided to Owners, in whole or in part, whether provided on a mandatory or optional basis, such as by way of example and not limitation services provided pursuant to a Bulk Agreement as described in Article XVIII shall, if not included in the Common Assessments, be charged as a Benefit Assessment. Unimproved Lots (except those owned by Declarant or a Merchant Builders) shall be charged a Benefit Assessment for the maintenance of said Lot by the Master Association. This charge shall be equal to the cost of the maintenance of all Unimproved Lots divided by a number of Unimproved Lots benefitting from such maintenance. The Master Association may levy a Benefit Assessment against any Owner individually and against such Owner's Lot to reimburse the Master Association for costs incurred in bringing the Owner's Lot into compliance with the provisions of this Declaration and any Supplemental Declaration or Neighborhood Supplement together with a reasonable allocation of overhead incurred by the Master Association. Fines are considered Benefit Assessments and may be levied after notice to the Member and an opportunity for a hearing. Amounts owed to the Master Association for fees, charges and personal services charged at the Beach Club and/or Marina shall, if not paid in accordance with the account policies established by the Master Association, be considered a Benefit Assessment. The costs of remedial maintenance undertaken by the Master Association (together with a reasonable allocation of overhead) to remedy deficient maintenance by a Neighborhood Association shall be assessed equally against all Lots within the Neighborhood as a Benefit Assessment. Reasons for Benefit Assessments against Lots shall also include, but not be limited to, remedial action undertaken for such Lot, costs and legal fees incurred or anticipated to be incurred by the Master Association (together with a reasonable allocation of overhead) to enforce the Declaration against a Lot or Neighborhood Association.

Section 12.8 Lien for Assessments. Upon recording of a lien on any property subject to assessments, there shall exist a perfected lien for unpaid and future Assessments prior and superior to all liens placed of record after the date of this Declaration, except (i) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (ii) the lien or charge of any first mortgage of record made in good faith and for value by an Institutional Lender.

The lien of the Master Association, when delinquent, may be enforced in the same manner as a mortgage lien (e.g. foreclosure).

The Master Association, acting on behalf of its Members, shall have the power to bid for the property at foreclosure sale and to acquire and hold, lease, mortgage, and

convey the same. During the period in which any property is owned by the Master Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no Assessments shall be levied on it; and (iii) each other property subject to Assessment, shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have charged the property owned by the Master Association, had it not been acquired by the Master Association as a result of foreclosure. Suit to recover a money judgment for unpaid Assessments, costs and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 12.9 Reserve Budget and Reserve Contribution. The Board of Directors may, but is not obligated to, annually prepare a reserve budget which shall take into account the number and nature of significant replaceable assets, the estimated useful life of each asset and the estimated, repair and replacement cost. If a reserve budget is established, the Board shall set the required reserve contribution. The reserve contribution required shall be fixed by the Board and included within and distributed with the budget and Common Assessment and Neighborhood Assessment. The reserve budget may, if funded, be used by the Board of Directors to fund capital replacements, capital additions and capital repairs.

IF RESERVES ARE ESTABLISHED, DECLARANT SHALL BE UNDER NO OBLIGATION TO FUND OR PAY RESERVE CONTRIBUTIONS.

NOTHING IN THIS SECTION OR THIS DECLARATION SHALL REQUIRE THE MASTER ASSOCIATION TO COLLECT OR ASSESS FOR CAPITAL RESERVES. IF RESERVES ARE COLLECTED, NO REPRESENTATION IS MADE THAT THE AMOUNTS COLLECTED WILL BE SUFFICIENT FOR ANY OR ALL CAPITAL REPLACEMENTS OR REPAIRS, AND IT IS LIKELY THAT SPECIAL ASSESSMENTS MAY BE NECESSARY. If any claim is made against Declarant or Declarant's appointed Board of Directors for Common Area conditions, any reserves of the Master Association existing at Turnover shall be applied to remedy any Declarant or director liability, if any, to the Master Association.

Section 12.10 Date of Commencement of Assessments. Except as specifically provided herein to the contrary, the obligation to pay the Assessments provided for herein shall commence as to each property subject to Assessment on the date the property is subjected to this Declaration. If Declarant elects to pay the difference between the expenses of the Master Association and Assessments collected from Owners (other than Declarant) Lots owned by Declarant shall not be assessed or considered in computing any Assessment levy. The first year's Assessment levied on any property subject to Assessment shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence as to such property subject to Assessment.

Section 12.11 Subordination of the Lien to First Mortgage. The lien of Assessments, including interest, late charges (subject to the limitations of Florida law), and

costs (including attorney's fees) provided for herein, shall be subordinate to the lien of an Institutional Mortgagee's first mortgage upon any property subject to Assessment. The sale or transfer of any property subject to Assessments shall not affect the Assessment lien. However, the sale or transfer of any property subject to Assessments which is subject to foreclosure of an Institutional Mortgagee's first mortgage, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such property which is subject to Assessments from lien rights for any Assessments thereafter becoming due. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from Owners of all the property subject to Assessments including such acquirer, its successors and assigns.

Section 12.12 **Duties of the Board of Directors.** The Board of Directors of the Master Association shall prepare a roster of Owners and Neighborhoods (as applicable) or other property, and Assessments applicable thereto, which shall be kept in the office of the Master Association and shall be open to inspection by any owner; provided only the Board, an Owner or his First Mortgagee may look at the status of Assessments on the Owner's property (unless otherwise required by law).

Section 12.13 **Initial Contributions to Working Capital.** Upon every initial transfer of record title to a Lot by Declarant after the date of recording of this Declaration, a contribution shall be made by, or on behalf of, the purchaser to the Working Capital Account in an amount reasonably determined by the Declarant. Where any Lot is sold by Declarant to a Merchant Builder, the Declarant may, by reference thereto in a contract for sale or deed of conveyance, defer the payment of the initial working capital contribution as therein provided. The initial working capital contributions shall, notwithstanding anything to the contrary in this Declaration, be utilized by the Master Association for working capital needs of the Master Association and replacements and additions deemed necessary or desired by the Board of Directors. The Declarant, its parent, subsidiaries, affiliates and assigns, shall be exempt from payment of the contributions required by this Section. The initial working capital contributions required by this Section shall constitute an Assessment against the Lot and shall be subject to the same lien rights and other rights of collection applicable to other Assessments under this Article. No representation or warranty is made by Declarant or the Master Association that, on the date of Turnover, any funds will be turned over to the Master Association from initial working capital contributions. To the extent the Master Association makes any claim against Declarant or its appointed directors for Common Area conditions or any other condition existing at Turnover or prior acts or omissions by Declarant or Declarant's appointed Board of Directors, the contributions remaining at Turnover, (if any) together with amounts then in the capital reserve accounts (if any) shall be applied to satisfy any obligation of the Declarant or its appointed Board.

Section 12.14 **Resale Contributions to Working Capital.** Upon the resale of Lots by Owners (excluding Merchant Builders), the transferring Owner shall remit to the Master Association a resale contribution. The resale contributions paid upon resale of a Lot by an Owner (other than the Developer or a Merchant Builder) shall be set by the

Declarant, prior to Turnover, and the Board of Directors after Turnover, in its discretion and shall be no greater than the initial working capital provided from in Section 12.13. The resale contributions upon the re-sale of each Lot by an Owner shall, notwithstanding anything to the contrary in this Declaration, be collected by the Master Association and shall, prior to Turnover, be paid to the Declarant to reimburse the Declarant for costs and expenses incurred by the Declarant to equip and furnish the Beach Club and Marina and Common Areas and for the acquisition of maintenance and operating equipment for the Master Association. The Declarant shall not be obligated or required to account to the Master Association on its spending on equipping and furnishing the Beach Club and Marina and Common Areas, it being agreed that in lieu of assessing members for all costs of equipment and furnishing, the resale contributions are a fair and agreed to estimate of the foregoing. The Declarant, its parent, subsidiaries, affiliates and assigns, shall be exempt from payment of the contributions required by this Section. The capital contributions required by this Section shall constitute an assessment against the Lot and shall be subject to the same lien rights and other rights of collection applicable to other Assessments under this Article. No funds will be turned over to the Master Association from resale contributions.

Section 12.15 Exempt Property. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Assessments:

- 12.15.1 all Common Area;
- 12.15.2 all common areas of a Neighborhood Association;
- 12.15.3 the Golf Club
- 12.15.4 all Commercial Property, except to the extent Assessments are levied against such property pursuant to a Supplemental Declaration;
- 12.15.5 all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, the CDD, MSBU, MSTU and Lee County, Florida.

ARTICLE XIII **ARCHITECTURAL STANDARDS**

All property which is now or may hereafter be subjected to this Declaration is subject to review of design and construction plans and specifications. This review shall be in accordance with this Article and such standards as may be promulgated by: (i) the New Construction Committee (the "NCC") and (ii) the Modifications Committee (the "MC"). The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of MC. Only the Declarant shall have the authority to enforce decisions of the NCC in courts of competent jurisdiction. The

Board of Directors shall, subject to the written consent of the Declarant, have standing and authority to enforce in courts of competent jurisdiction decisions of the NCC. The Board of Directors shall have the right to lien Lots for actionable violations of decisions of the NCC or MC, provided the Declarant must authorize a lien for violations of decisions of the NCC prior to the Board recording or enforcing the same. Said lien shall include, but not be limited to, costs of necessary remedial action, costs and all legal fees incurred by the Association in prosecuting its claim or protecting its rights. This Article may not be amended without the Declarant's written consent in its sole and absolute discretion so long as the Declarant owns any land subject to this Declaration or subject to annexation under this Declaration.

No construction, which term shall include within its definition clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained. The Declarant, on behalf of the NCC, and the Board of Directors, on behalf of the MC, may establish reasonable fees to be charged for review of an application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder. No representation is made as to any fees which will be imposed by the NCC or MC. If an Owner utilizes a builder, other than a Merchant Builder, to construct to a Home, the Owner acknowledges the review fee payable to the NCC may be significantly higher than the fee payable by a Merchant Builder. No increased fee shall be deemed a penalty, but is an agreed to estimate of the costs incurred by the NCC to review the qualifications and experience of the builder, plans and specifications prepared by or for the builder and the review of the builder's performance. Notwithstanding the foregoing, the Declarant, in its discretion, may establish preliminary procedures for architectural review whereby an Owner or an Owner's agent may meet with the NCC for the purpose of exhibiting to such body preliminary concepts or drawings for the contemplated construction and in order to assist such Owner or Owner's agent in formulating a design which will comport with the architectural standards of the NCC. Such discussions shall not be binding on the NCC.

Section 13.1 New Construction Committee. The NCC shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NCC reserves exclusive jurisdiction to review modifications to improvements of the Golf Club, and/or Commercial Property. The Declarant retains the sole right to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5) persons, none of whom shall be required to be residents of the Community, and who shall serve terms subject to the sole discretion of Declarant. There shall be no surrender of the Declarant's right to appoint all members of the NCC except in a written instrument in recordable form executed by Declarant. Nothing in this Declaration shall require Declarant to assign its rights to the Master Association, whether before or after Turnover. Upon any surrender of the Declarant's right to appoint the members of the NCC, the functions of NCC

shall be performed by the MC. The authority of the NCC is derived from the Declarant and not the Master Association; therefore, the NCC has no fiduciary or other duty or obligation to the Master Association, Owners or its Members.

The NCC shall prepare and promulgate Design Guidelines and application and plan review procedures and requirements. Copies shall be available from the NCC, the Association, or Declarant for review by Owners, Merchant Builders, and others who seek to engage in development of or construction upon all or any portion of the Properties and such parties shall conduct their operations in accordance therewith. NCC shall have sole and full authority to prepare and to amend the Design Guidelines and application and plan review procedures, subject to Declarant's approval. In the event that the NCC fails to approve or disapprove plans submitted to it, or to request additional information it may require, within forty-five (45) days after submission thereof, the plans shall be deemed approved.

All structures constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications submitted to, and approved by, the NCC.

Section 13.2 Modifications Committee. The Board of Directors may establish a MC. The MC shall only have jurisdiction over modifications, additions or alterations to previously improved Lots. The MC shall not have jurisdiction over Commercial Property or the Golf Club, unless a Supplemental Declaration executed by Declarant authorized such jurisdiction. The MC, shall consist of at least three (3), but no more than five (5) persons, a majority of whom shall be Owners, and a minority of whom shall not be required to be residents of the Community or an Owner. All MC members shall serve terms of one (1) year from the date of appointment. Members of the MC who are not Members of the Association may include architects or similar professionals. The Board of Directors shall appoint members to the MC.

The MC may delegate its authority to any appropriate board or committee of any Neighborhood Association subsequently created or subsequently subjected to this Declaration so long as the MC has determined that such board or committee has in force review and enforcement practices, procedures and appropriate written guidelines and procedures comparable to those of the MC. Such delegation may be revoked and jurisdiction re-assumed at any time by written notice.

The MC shall promulgate standards and procedures governing its area of responsibility and practice, subject to the approval of the Board of Directors and consistent with those of the NCC. In any event of any conflict or overlap between the jurisdiction, guidelines or procedure of MC and the NCC, the jurisdiction, guidelines or procedure of the NCC shall be controlling.

Nothing contained herein shall be construed to limit the right of an Owner to remodel or paint the interior of his Home; provided, however, modification or alterations to the interior of screened porches, patios and similar portions of Lot visible from adjacent Lots, the Golf Club, or Common Property shall be subject to approval hereunder. In the event the MC disapproves such plans, it shall provide the Owner with a written determination detailing basis for such disapproval. In the event that the MC fails to approve or to disapprove such plans or to request additional information required within forty-five (45) days after submission, the plans shall be deemed approved.

Section 13.3 No Waiver of Future Approvals. The approval of either the NCC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the NCC or MC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever subsequently or additionally submitted for approval or consent.

Section 13.4 Variance. The NCC and MC may authorize variances from compliance with any of their guidelines and procedures when circumstances such as topography, natural obstructions, hardship, mistake, or aesthetic or environmental considerations require, but only in accordance with a written determination detailing the necessity, desirability, or reasonableness of the variance. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in the body of this Declaration, or (iii) estop the NCC or MC, as appropriate, from denying a variance in other circumstances. For purposes of this Section, the inability to obtain the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

Section 13.5 Compliance. Any contractor, subcontractor, material suppliers, laborers or agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the NCC or MC, as applicable, may be excluded from the Properties without liability to any person. Prior to exclusion of any contractor or subcontractor for violations of guidelines and procedures promulgated by the MC, the contractor or subcontractor and the affected Owner shall have the right to a notice and hearing, in accordance with the procedures for hearings contained in the By-Laws. The NCC may, but shall not be required to, provide a contractor or subcontractor notice and an opportunity to be heard for any violation of guidelines and procedures promulgated by the NCC. If a hearing is held, the Declarant, on behalf of the NCC, and the Board, on behalf of the MC, shall appoint a committee of three individuals to hear and rule on whether the contractor or subcontractor shall be excluded from the Properties.

Section 13.6 Right to Inspect. There is specifically reserved unto the NCC and MC, as applicable, the right of entry and inspection upon property for the purpose of

determination by the NCC or MC whether there exists any constriction or any improvements which violate the terms of any approval by the NCC or MC. The NCC, with respect to approvals granted by the NCC, and the Board of Directors, with respect to approvals granted by the MC, are specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses, reasonable attorney's fees in connection therewith and the same shall be assessable and collectible in the same manner as any assessment provided for herein. The Master Association shall indemnify and hold harmless each member of the MC from all costs, expenses, and liabilities, including attorney's fees, incurred by virtue of any service by a member of the MC as a member of the MC.

Section 13.7 Rights of Golf Club Owner. The Golf Club Owner shall be given written notice of all meetings of the NCC and the MC wherein the improvement under consideration (or any portion thereof) is contiguous to, the Golf Club. If, in the reasonable opinion of the Golf Club Owner, the construction or modification being reviewed has a material adverse impact on the Golf Club whether by restriction of view, hazards to Persons or otherwise, then, in that event, the Golf Club Owner may suggest, but not require, modifications to the proposed construction to the NCC or MC, as applicable.

Section 13.8 Siting of Improvements and Setbacks. Since the establishment of standard building setback lines for the location of structures tends to force construction of such buildings both directly behind and directly to the side of each other with detrimental effects on privacy, views, preservation of important trees, etc., no specific setback lines are established by this Declaration, except as or as may be required by the establishment of easements within the Property, shown on the plat of the Lot or as required by a Supplemental Declaration. In order to assure, however, that location of structures will be staggered where practical and appropriate so that the maximum amount of view and breeze will be available thereto, and that the structures will be located with regard to ecological constraints and topography, taking into consideration the elevations, the location of trees, and similar considerations, the NCC or MC shall have the right to control absolutely and solely to decide, the precise site and location of any building or other structure upon all properties within the Properties subject to their jurisdiction; provided, however, such location shall be determined only after reasonable opportunity is afforded to the Owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing by Declarant, the NCC and MC shall automatically be obligated to approve such location. In the event Declarant creates any setback lines elsewhere in this Declaration, on a recorded Plat, in any Supplemental Declaration, or in any other writing signed by Declarant, all buildings, structures, or other improvements on, within or with respect to any Property covered thereby shall be located only within the setback lines so specified; provided, however, the NCC and MC shall be empowered to grant variances with respect to such setback lines if so permitted in any such provision of

this Declaration, the recorded plat, a Supplemental Declaration, or any other writing of Declarant.

EACH OWNER ACKNOWLEDGES THAT NEITHER DECLARANT, ANY BUILDER, THE NEIGHBORHOOD ASSOCIATION, THE NCC, THE MC, NOR ANY PERSON ACTING ON BEHALF OF ANY OF THE FOREGOING, HAS MADE OR IS AUTHORIZED TO MAKE, ANY REPRESENTATION OR COMMITMENT THAT ANY VIEW OR LINE OF SIGHT SHALL BE PRESERVED, PROTECTED OR REMAIN UNOBSTRUCTED, AND THERE ARE NO EXPRESS OR IMPLIED EASEMENTS FOR VIEW PURPOSES APPURTENANT TO ANY PROPERTY OR RESTRICTIONS.

Section 13.9 Liability. Neither the NCC, the MC, nor Declarant nor any of their representatives shall be liable for damages to anyone submitting plans for approval or to any Owner or occupant of any portion of the Property by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans or the failure to approve any plans. Any owner or occupant making or causing to be made any proposed improvement or additions on any portion of the Property agrees and shall be deemed to have agreed, for such owner or occupant, and his heirs, personal representatives, successors and assigns, to hold the NCC, the MC, the Master Association, Declarant and all other owners harmless from any liability, damage to the Property and from expenses or damages arising from the construction and installation of any proposed improvement and such owner shall be solely responsible for the maintenance, repair and insurance of any improvement, alteration, modification or change and for assuring that the proposed improvement meets with all applicable governmental approvals or requirements.

NO APPROVAL AS PROVIDED HEREIN SHALL BE DEEMED TO REPRESENT OR IMPLY THAT THE PROPOSED IMPROVEMENT, IF CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS WILL RESULT IN PROPERLY DESIGNED AND CONSTRUCTED IMPROVEMENTS OR WILL MEET ALL APPLICABLE BUILDING CODES, APPLICABLE GOVERNMENTAL PERMITS OR OTHER GOVERNMENTAL REQUIREMENTS.

Section 13.10 Exemption. Notwithstanding anything to the contrary contained herein, improvements and construction activities of Declarant shall be exempt from the provisions of this Article XIII.

ARTICLE XIV USE RESTRICTIONS

Lots shall be used only for residential and related purposes. Other portions of the Property shall be used for a Golf Course, Beach Club, Marina, apartments, hotels and commercial purposes permitted by the Governmental Approvals applicable to such property, subject however to restrictions on use specifically set forth in any amendments

or Supplement to this Declaration consented to by Declarant or the Commercial Property Owner, if applicable. Any Supplemental Declaration or additional covenants imposed on the property may impose stricter standards than those contained in this Article. The Master Association, acting through its Board of Directors, shall have standing and the power, but not the obligation, to enforce standards imposed by Neighborhood Documents.

The Master Association, acting through its Board of Directors, shall have the authority to make and to enforce reasonable Rules and Regulations governing the use of the Lots, in addition to those contained herein. No such right shall exist for Commercial Property and the Golf Club. The use restrictions set forth in this Article applicable to Lots shall be binding until and unless overruled, cancelled or modified in a regular or special meeting of the Master Association by the vote of Neighborhood Voting Representatives representing a majority of the total votes in the Master Association and by the Class "B" Member, so long as such membership shall exist. Any such modifications or cancellation shall be recorded in the Public Records as an amendment to this Declaration.

Use restrictions shall be binding upon all Owners and occupants of Lots. Notwithstanding anything to the contrary herein, the Declarant shall be exempt from application of the provisions of this Article so long as it owns any portion of the Property and may authorize exemption for Merchant Builders, provided the same must be in writing, executed by an authorized signatory of Declarant.

Section 14.1 Occupants Bound. All provisions of this Declaration, By-Laws and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests, invitees and lessees of any Owner. Every Owner shall cause his or her occupants to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses caused by such occupants, notwithstanding the fact the such occupants are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations.

Section 14.2 Parking and Vehicular Restrictions. Parking on Lots and Common Area shall be restricted to private automobiles and passenger-type vans, sport utility vehicles, jeeps and pick up trucks having a capacity of no more than two (2) tons, and only within the parking areas therein designed and/or designated for such purpose. This restriction is designed to prohibit parking of "commercial vehicles" (as defined below) on a Lot and adjacent Common Area, unless fully enclosed in a closed garage. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the Lots, except in an enclosed area with the doors thereto closed at all times.

All Vessels must be parked, stored or moored in a Dock or an enclosed garage at all times when not in use. Parking and storage of Vessels in driveways or in the streets is not permitted.

No commercial vehicles, or campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, house trailer or vans (other than passenger vans), shall be permitted to be parked or to be stored at any place on a Lot except in a fully enclosed garage. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes, and those vehicles which contain commercial lettering. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The determination of whether a vehicle is a "commercial vehicle" is within the sole and absolute discretion of the Board of Directors and is binding on the Owner. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services nor to any vehicles of Declarant or a Builder ("Service Vehicles"). No parking on lawns shall be permitted. The Master Association or CDD, whichever entity has responsibility for maintenance of the roads, may prohibit on-street parking, except for temporary parking or service vehicles.

Subject to applicable laws and ordinances, any vehicle or Vessel parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Master Association at the sole expense of the owner of such vehicle or Vessel if such vehicle or Vessel remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or Vessel or if such vehicle or Vessel was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Lot irrevocably grants the Master Association and its designated towing service the right to enter a Lot and tow vehicles or Vessels in violation of this Master Declaration. Neither the Master Association nor the towing company shall be liable to the owner of such vehicle or Vessel for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By acquisition of title to a Lot, the Owner provides to the Master Association the irrevocable right to tow or remove vehicles or Vessels parked on the Owner's Lot and Areas of Common Responsibility which are in violation of this Declaration. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 14.3 Traffic Regulation. The Master Association, subject to applicable law, may, but shall not be obligated to, employ individuals, a security company or enter into an agreement with local law enforcement, to enforce rules and regulations concerning operation of motorized vehicles, parking restrictions (collectively, "Traffic Regulations") and to otherwise provide a more enjoyable or safer environment. The Master Association shall only have the right to establish and enforce Traffic Regulations on roads owned or dedicated to it, or if CDD roads, the CDD consents to the same.

Section 14.4 Animals and Pets. No animals, wildlife, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on any portion of the Lots, except that dogs, cats or other usual and common household pets may be permitted in reasonable number determined by the Board of Directors in its discretion, provided they are not permitted to roam the Property. The Board of Directors may, from time to time, promulgate rules and regulations dictating the permitted number of pets by residence size and/or type. It is an Owner's responsibility to check with the Master Association concerning the number of pets permitted within the Owner's Lot. All pets shall be controlled by their Owner at all times. Those pets which, in the sole discretion of the Master Association, endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Properties shall be removed upon request of the Board within three (3) days of written request, provided if the Board determines an animal is a safety hazard, the Owner shall immediately remove the animal from the Property. No pets shall be kept, bred, or maintained on any Lots for commercial purposes. Household pets shall, at all times, whenever they are outdoors shall be confined on a leash no greater than ten feet (10') in length or carried by a responsible person. Pets shall not be permitted on the Common Areas (except streets or walkways). All persons bringing a pet onto an Area of Common Responsibility or the property of others shall be responsible for removing any solid waste of the pet, provided nothing in this Declaration shall authorize pets to be brought onto another person's property without their consent.

Section 14.5 Nuisances. No portion of the Lots shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal or offensive activity shall be carried on upon any Lots, nor shall anything be done thereon which would be a reasonable cause of embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained on any Lots any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

Section 14.6 Hazardous Materials. Hazardous materials shall only be stored on Lots if reasonably necessary to the maintenance of the Lots or operation of any permitted business conducted on or from the Lot. All hazardous materials shall be stored, utilized and accounted for in accordance with all governmental requirements.

Section 14.7 Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted on a Lot except in containers located in appropriate areas, if any, and in all events such containers shall not be visible from any of the Properties except for the minimum time necessary for its collection. Trash containers shall be placed curbside no earlier than dusk the day prior to collection and empty receptacles shall be removed from

curbside by dusk on the day of collection. Trash receptacles shall be kept within enclosed garages or on the side of a Lot screened from view from rights-of-way, Common Areas and adjacent Lots. Said restriction shall not apply to construction sites. No odor shall be permitted to arise therefrom so as to render the surrounding properties unsanitary, unsightly, offensive or detrimental to the occupants of adjacent property. No clothing or household fabrics shall be hung, dried or aired in a manner which is visible from the Common Area or other Lots, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except within an enclosed structure appropriately screened from view erected for that purpose, if any.

Section 14.8 Unsightly or Unkept Conditions. It shall be the responsibility of each Owner of a Lot, to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot.

Section 14.9 Outside Installations. No visible antennas, aerials, satellite dishes, cable dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any Lot except for Permitted Antennas (as hereinafter defined). No radio station or short-wave operations of any kind shall operate from any Lot. It is the intent of this section that, to the maximum extent authorized by applicable law, the Master Association has the right to restrict antennas, aerials, satellite dishes, cable dishes or other similar apparatus. The term "Permitted Antenna" shall mean (i) a satellite dish one meter (39 inches) or less in diameter designed to receive direct broadcast satellite service; (ii) antennas one meter or less in diameter or diagonal measurement designed to receive video programming services via multi-channel multi-point distribution, (i.e. wireless cable) providers, and (iii) antennas designed to receive television broadcast signals. No outside antennas, satellite dishes, or other signal receiving dishes or equipment other than a Permitted Antenna shall be allowed. Permitted Antennas shall be subject to the following rules and regulations regarding installation and location:

(a) No mast for a Permitted Antenna shall exceed the absolute minimum height necessary to establish line of site contact between such Permitted Antenna, once installed on the mast, and the transmitter from which it is receiving signals.

(b) All Permitted Antennas shall be placed in a location on the Lot that is not visible from any street if such placement would permit reception of an acceptable quality signal. If an acceptable quality signal cannot be received from such location, the Permitted Antenna shall be placed on the Lot in such location where an acceptable quality signal may be received that is the least visible from any street.

(c) For purposes of this paragraph, for all corner Lots, both sides of any residence constructed on such Lot facing adjacent streets shall be considered the front of the residence, and the remaining two sides the rear of the residence. No Permitted

Antenna may be mounted on the front of a residence or on the front one half of either side of a residence constructed on a Lot, unless an acceptable quality signal cannot be received from the rear of such residence, in which case, the Permitted Antenna may be mounted on the front half of either side of a residence or the front of the residence as necessary to obtain an acceptable quality signal, and in which case, the Permitted Antenna shall be mounted in the least visible location on the residence where an acceptable quality signal may be received.

(d) Permitted Antennas mounted on the side wall of a residence shall be mounted as close the eave area as possible where an acceptable quality signal may be received.

(e) Permitted Antennas attached to a residence, as well as all mounting brackets, shall be painted to match the color of the residence at the location of mounting.

(f) Permitted Antennas mounted inside an enclosed screened area, such as a pool cage or lanai, need not be screened. Any Permitted Antenna not mounted inside an enclosed screen area must be screened from view from adjacent Lots or Common Areas to maximum extent possible without interfering with the receiving of an acceptable quality signal.

(g) Any Owner proposing to install a Permitted Antenna shall provide written notification of such proposed installation to the Association, identifying the proposed location of the installation, the height of the mast, if any, the color of the portion of the residence where the Permitted Antenna is to be located along with the color the Permitted Antenna is to be painted, if applicable, and the type of landscaping or other screening material to be used, if applicable.

Section 14.10 Subdivision of Lot and Time Sharing. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Master Association. 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. Except as may otherwise be provided by Supplemental Declaration, in the event of a division in ownership of any Lot, the Owners among whom the ownership is divided shall be treated as co-owners of the divided Lot for purposes of voting and shall be jointly and severally liable for all Assessments against the Lot hereunder. Notwithstanding the foregoing, the Board of Directors may, if an irrevocable unity of title is recorded for the divided lot, providing the portion of the subdivided lot may not be conveyed absent conveyance of the abutting Lot, waive, in its sole and absolute discretion, assessments, obligations and voting rights for the subdivided Lot. Declarant hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

No Lot shall be made subject to any type of timeshare program, interval ownership, vacation club program or similar program whereby the right to exclusive use of the Lot rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years. This Section shall not prohibit ownership of a Lot intended for residential use by joint tenants or tenants-in-common nor shall it prohibit ownership by an owner who is not a natural person. Notwithstanding anything to the contrary, the Declarant shall specifically be exempt from any timeshare or interval ownership development restrictions imposed by this Declaration.

Section 14.11 **Firearms.** The discharge of firearms on the Lots and Common Areas is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. This restriction shall not prohibit the discharge of firearms in connection with "shotgun" start tournaments held at the Golf Club or starting pistols for races on Common Areas or on lakes within or adjacent to the Property. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Master Association shall not be obligated to take any action to enforce this Section.

Section 14.12 **Irrigation.** No sprinkler or irrigation systems of any type which draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated on a Lot by any Person, other than by the Irrigation Provider, or Golf Club. Irrigation wells for Lots are prohibited.

Section 14.13 **Tents, Trailers, and Temporary Structures.** Except as may be permitted by the Board of Directors for special events or construction activities, no tent, utility shed, shack, trailer, outbuilding, basement or other structure of a temporary nature shall be placed upon any Lot.

Section 14.14 **Insurance Rates.** Nothing shall be done on a Lot or Common Area which will increase the rate of insurance on any property insured by the Master Association without the approval of the Board, nor shall anything be kept on any Lot, which would result in the cancellation of insurance on any property insured by the Master Association or which would be in violation of any law.

Section 14.15 **Sight Distance at Intersections.** All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem, as the same is determined by the Board of Directors.

Each Owner acknowledges that the planting of trees and shrubs within any right-of-way within the Property is restricted by Lee County Development Code, Sections 10-415(b)(1), 10-415(b)(2), 10-415(c)(1), 34-3131 and the DRI.

Section 14.16 **Utility Lines.** No overhead utility lines, including, without limitation, lines for electric, telephone and cable television, shall be permitted within the Properties, except for temporary lines as required during construction and lines within the Property currently existing on the date hereof as the same may be replaced from time to time.

Section 14.17 **Wetlands, Lakes and Water Bodies.** Subject to any CDD or Governmental Approvals and the Lake Use Agreement, and regulation by the owner of such lake(s), Owners may fish from the banks of those lakes, canals, ponds and streams within the Properties that are not located on the Golf Course, or on another Owner's Lot. Any other use of the lakes, canals, ponds and streams is subject to approval by governmental authorities having jurisdiction and the South Florida Water Management District, the Lake Use Agreement and the owner of lakes, canals, ponds and streams, including, without limitation, swimming, boating, playing or use of personal flotation devices. Neither the Declarant, Master Association, the Golf Club Owner, CDD nor a Neighborhood Association shall be responsible for any loss, damage, or injury to any person or property arising out of authorized or unauthorized use of lakes, canals, ponds or streams within the Properties.

Each Owner acknowledges that all or certain lakes, canals, ponds, streams and water bodies within or adjacent to the Properties may not be owned by the Master Association or the Declarant and that the Master Association has the authority to enter into agreement with others for the maintenance and/or use of the lakes, canals, ponds, streams and water bodies within or adjacent to the Properties. In addition, each Owner acknowledges that in certain lakes, canals, ponds, streams and water bodies within or adjacent to the Properties and all the construction, use, on maintenance of all Docks, gazebos, or other structures may be prohibited or may be restricted by the Master Association, CDD, Declarant or others.

Each owner further acknowledges that the lakes, canals, ponds, streams and water bodies are subject to navigational easements, recreational rights, and a mining lease that place use and limitations of the use of the lakes, canals, ponds streams and water bodies, copies of which are available for inspection at the office of the Master Association.

Section 14.18 **Recreational Facilities.** Each Owner agrees to indemnify, defend and hold harmless the Master Association, Declarant their shareholders, members, directors, officers, employees and agents for any claims, demands, losses, costs, fees and expenses related to, or in any way pertaining to Owner, his family members, lessees and invitees the use of any recreational facilities furnished by Declarant, or the Master Association, including, without limitation, the Beach Club and Marina.

Section 14.19 **Maintenance Easement.** Every Lot is burdened with an easement permitting the Master Association to utilize portions of Lots abutting the Common Areas to maintain portions of the Common Areas, provided such easement shall be exercised in a manner which does not interfere with use or enjoyment of the Lot for its primary purpose and that such use by the Master Association will not damage the landscaping or other improvements on the Lot.

Section 14.20 **Easement for Golf Balls.** Every Lot and the Common Area adjacent to the Golf Club is burdened with an easement permitting golf balls hit from the Golf Club 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 associated with errant golf balls, and all Owners agree and covenant not to make any claim or institute any action whatsoever against the Declarant, the Master Association, Golf Club Owner, 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, 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 or improvements thereon. Nothing in this paragraph shall in any way relieve golfers from liability for damages resulting from errant golf balls.

Section 14.21 **Business Use.** No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity in not apparent or detectable by sight, sound or smell from outside the Lot; (ii) the business activity conforms to all applicable governmental requirements; (iii) the business activity does not involve persons coming onto the residential properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (iv) the business activity is consistent with the residential character of Lot and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board of Directors.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to Lots used by Declarant with respect to its development and sale, resale, or rental of the Properties.

Section 14.22 **Leasing of Lots.**

14.22.1 **Definition.** "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

14.22.2 **Leasing Provisions.**

14.22.2.1 **General.** Lots may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board of Directors. All leases shall be in writing except with the prior written consent of the Board of Directors. The minimum lease term and number of times a Lot may be leased during a calendar year may be restricted by Neighborhood Supplement or Neighborhood Documents.

Section 14.23 **Landscaping.** Installation and removal of landscaping shall be subject to the prior approval of the MC or NCC. No trees shall be removed except for diseased or dead trees and trees needing to be removed to promote the growth of other landscaping or for safety reasons and such removal may be conditioned upon replacement of removed trees.

Section 14.24 **Septic Tanks.** Septic tanks are not permitted on any portion of the Property, except for septic tank systems used in conjunction with restrooms located on the Golf Course and temporary septic tank systems approved by the MC or NCC, as applicable, and used in conjunction with the construction offices, sales offices, and model homes, provided they are removed or abandoned by a licensed septic system firm when permanent or interim wastewater treatment facilities are available to such models, construction offices and sales offices.

Section 14.25 **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 Golf Course Owner has been obtained.

Section 14.26 **Golf Course 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 golf play. Declarant shall have, in its sole discretion, the absolute right to temporarily suspend as a distraction any and all construction activity on the Property during professional or sanctioned amateur golf tournaments. Declarant shall provide all Owners and Builders so affected with reasonable prior written notice of such golf tournaments and the dates the construction must be suspended. Declarant shall have no liability for any additional

construction costs incurred by Owners, Merchant Builders or others during such temporary suspension of construction.

Section 14.27 **Pools.** No above-ground pools shall be erected, constructed or installed on any Lot.

Section 14.28 **Approval by NCC and MC.** The following use restrictions are restrictions that permit or prohibit certain conduct or uses and require certain permitted uses to be approved by the NCC or MC, as applicable, in accordance with Article XIII. The following restrictions are illustrative only and shall in no event be deemed a comprehensive list of items subject to approval in accordance with Article XIII.

14.28.1 **Signs.** No sign, billboard or advertisement of any kind, including, without limitation, those of realtors, contractors, subcontractors and for sale or for lease signs, shall be erected on the Lots and Neighborhood Association common area without the written consent of the NCC or MC, as applicable, except as may be required by legal proceedings or applicable law, and except signs, regardless of size, used by Declarant, its successor and assigns, and replacement of such signs (similar or otherwise). If permission is granted to any Owner to erect a sign within the Properties, the NCC or MC, as applicable, reserves the right to restrict the size, color, lettering, height, material and location of the sign. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Properties be permitted within the Properties. No sign shall be nailed or otherwise attached to trees. No signs, advertisements or notices of any kind, shall be displayed to the public view on any Dock or Vessel on the Property without the prior written approval of the NCC or MC. The foregoing shall not prohibit lettering, registration numbers, flags and other displays customarily found on Vessels.

14.28.2 **Driveways, Walkways and Mailboxes.** All driveways, sidewalks, and mailboxes shall be maintained in the style and color originally established or approved in accordance with Article XIII. The NCC and MC may adopt a uniform mandatory style and color for sidewalks, mailboxes and residence numbering within any Neighborhood.

14.28.3 **Drainage.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant or the Master Association may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself, the Master Association and CDD a perpetual easement across the Properties for the purpose of altering drainage and water flow.

14.28.4 Air Conditioning Units. No window air conditioning units may be installed on any Lot. All air conditioning units shall be screened from view of Common Property and adjacent Lots.

14.28.5 Lighting. Except for seasonal Christmas or holiday decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with Article XIII.

14.28.6 Artificial Vegetation, Exterior Sculptures and Similar Items. All artificial vegetation, exterior sculpture, fountains, flags and similar items must be approved in accordance with Article XIII; provided, however, nothing herein shall prohibit the appropriate display of the American Flag in size and location approved pursuant to Article XIII.

14.28.7 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, and is approved in accordance with Article XIII.

14.28.8 Fences. No dog runs, animal pens or front yard fences of any kind shall be permitted on any Lot or Club Property except as approved in accordance with Article XIII. Fences to enclose the portion of Lots and "invisible fences" to contain domestic animals within such areas shall be permitted provided approval is obtained in accordance with Article XIII.

14.28.9 Play Equipment, Etc. All bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to a Lot. No such items shall be allowed to remain on the Common Area or on Lots so as to be visible from adjacent property when not in use. All swing sets, basketball hoops and backboards and similar sporting or playground equipment may be erected or placed on Lots subject to the approvals required in Article XIII and subject to limitations contained in the Design Guidelines.

14.28.10 Window Coverings. All windows on any structure which are visible from the street or dwellings on other Lots shall have window coverings which have a white or off-white backing or blend with the exterior color of the dwelling, as approved pursuant to Article XIII. Reflective window coverings are prohibited. No awnings, canopies or shutters shall be permanently installed on the exterior of any building unless first approved in accordance with Article XIII.

14.28.11 No Garage Conversions. No garage shall be converted into habitable living space on any Lot.

14.28.12 Pool Enclosures. Screened pool enclosures shall comply with the Design Guidelines and standards set by the NCC or MC, as applicable. The use of standard cage screen enclosures may be restricted on Lots abutting or facing the Golf Course or Beach Club. Screen enclosures shall be integrated within the principal structure and shall be subject to design and approval of appearance (color, style, etc...) by the NCC or MC, as applicable, which may be different by Neighborhood.

ARTICLE XV NEIGHBORHOODS

Section 15.1 General. Each Lot shall be located in a Neighborhood. The Declarant reserves the right, at any time, to establish Neighborhoods and the right to designate, without the approval of the Master Association, which Lots shall comprise a particular Neighborhood. Each Neighborhood may be a separately developed and denominated residential area comprised of one or more housing types whether or not such Lots are located in close proximity to each other in which Owners may have certain common interests. For example, and by way of illustration and not of limitation, a Neighborhood may be a condominium development or residences which share certain common facilities not available for use by all Owners.

The Lots within a particular Neighborhood shall be subject (i) to Neighborhood Documents and the Lot Owners within the Neighborhood shall all be members of a Neighborhood Association and/or (ii) a Neighborhood Supplement. Any covenants and restrictions in Neighborhood Documents or a Neighborhood Supplement shall be in addition to those contained within this Master Declaration. Upon a petition signed by a majority of the Owners in the Neighborhood(s), and the written consent of the Declarant (so long as Declarant owns one or more Lots within the Properties), any Neighborhood may also apply to the Board of Directors to divide the property comprising the Neighborhood into two (2) or more Neighborhoods or to combine two (2) Neighborhoods into one (1) Neighborhood. The Board may grant or deny any such application in its discretion. The Declarant reserves the right to amend Neighborhood Supplements without the consent of the Owners within the Neighborhood.

Section 15.2 Request for Services. Each Neighborhood, upon the written consent of the Declarant (so long as Declarant owns one (1) or more Lots within the Properties) and Owners (including Declarant), representing a majority of the Lots within the Neighborhood, which such latter consent shall be delivered to the Association and shall contain the signatures of such majority, may request, but not require, that the Master Association provide a higher level of service or special services for the benefit of Lots in such Neighborhood, the cost of which shall be assessed against Lots in that Neighborhood as a part of the Neighborhood Assessment.

Section 15.3 Master Association Approval of Neighborhood Association Budgets and Ability to Enforce Rules and Regulations. In order to ensure compliance with the

Master Association Documents promulgated by the Master Association from time to time, the Master Association shall have the following rights and powers with respect to each Neighborhood Association:

(a) Approval of Neighborhood Association Documents. The Master Association shall have the right to approve all Neighborhood Association Documents and all amendments thereto. Each Neighborhood Association (or each Merchant Builder creating a Neighborhood Association) shall submit all proposed Neighborhood Association Documents and amendments thereto to the Master Association for review and approval prior to recordation thereof.

(b) Enforcement of Neighborhood Association Documents. The Master Association shall have the power, but not the obligation, to enforce all rules and regulations promulgated by any Neighborhood Association, together with the terms and provisions of any Neighborhood Documents.

Section 15.4 Other Powers of the Master Association with Respect to Neighborhoods. The Master Association shall have the power to veto any action taken or contemplated to be taken by any Neighborhood Association which the Board reasonably determines to be adverse to the interests of the Master Association or its Members or inconsistent with this Master Declaration. The Master Association shall also have the power to require specific action to be taken by any Neighborhood Association in connection with its obligations and responsibilities hereunder or under any Neighborhood Documents. Without limiting the generality of the foregoing, the Master Association may require specific maintenance or repairs or aesthetic changes to be effectuated by the Neighborhood Association and may require that a proposed budget include certain items and that expenditures be made therefor.

(a) Compliance. Any action required by the Master Association in a written notice pursuant to the foregoing paragraph to be taken by a Neighborhood Association shall be taken within the time frame set by the Master Association in such written notice, which time frame shall be reasonable. If the Neighborhood Association fails to comply with the requirements set forth in such written notice, the Master Association shall have the right, but not the obligation, to effect such action on behalf of the Neighborhood Association. To cover the Master Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Master Association, the Master Association shall assess the Lots in such Neighborhood for their pro rata share of any expenses incurred by the Master Association in taking such action, together with an administrative charge of twenty percent (20%) of such amount. Such assessments may be collected as a Neighborhood Assessment or Benefit Assessment.

(b) Assessments. The Master Association shall have the right, in addition to any other Assessment rights of the Master Association, to specially assess the members of a

Neighborhood Association and such Neighborhood Association for expenses incurred by the Master Association for such Neighborhood.

(c) Entry Rights. The Master Association shall have the right, for itself, its designee, or any agent or employee, to enter upon any property administered by a Neighborhood Association to carry out the provisions hereunder, any applicable Supplemental Declaration applicable to such Neighborhood, or the provisions of Neighborhood Association Documents not enforced by the Neighborhood Association and the same shall not constitute a trespass.

(d) Delegation. The Master Association shall have the right and power, but neither the duty nor the obligation, to delegate in whole or in part, exclusively or non-exclusively, and on a permanent or temporary basis, to any Neighborhood Association any obligation relating to the Neighborhood or Lots therein created under this Master Declaration or Supplement. If a Neighborhood Association does accept such rights and obligations in a manner consistent with the standards established by the Master Association, but exercises such rights and performs the obligations in a manner not acceptable to the Master Association in its sole opinion, then the Master Association shall have the right, but not the obligation, by its sole act, to terminate such assignment, and again fulfill such rights and obligations.

(e) Priority. When Neighborhood Association Documents pertaining to any Neighborhood are in conflict with this Declaration, the Articles of Incorporation, By-Laws, Rules and Regulations or any documents of the Master Association, this Declaration and the other documents of the Master Association shall prevail.

Section 15.5 No Liability. Declarant, the Master Association, and their directors, officers, agents, employees and affiliates shall have no liability or responsibility whatsoever to any Person concerning any matters pertaining to any Neighborhood Association.

Section 15.6 Dispute Resolution. The Master Association may, but shall not be obligated to, exercise jurisdiction over and act as arbiter with respect to any dispute between any Neighborhoods or Neighborhood Associations within the Community. Any decision by the Master Association shall be binding on the parties and shall be non-appealable.

ARTICLE XVI

GOLF CLUB

Section 16.1 General. A portion of the Property may be operated as a daily fee and/or membership golf course, restaurants, pro-shops and uses ancillary or customary thereto. The Golf Club is not Common Area.

The Golf Club Owner shall set membership and use policies and rules and regulations from time to time. Under no circumstances shall Owners begin play from Lots and the same shall be deemed a trespass. The facilities on the Golf Club shall be developed and provided at the discretion of the Golf Club Owner. The Golf Club Owner has the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom these facilities shall be used, if at all. **Ownership of a Lot or any other portion of the Property or membership in the Master Association or any Neighborhood Association does not give any vested right or easement, prescriptive or otherwise, to use the Golf Club, and does not grant any ownership, membership or use interest therein.**

Section 16.2 Jurisdiction and Cooperation. It is Declarant's intention that the Master Association, Neighborhood Associations and the Golf Club Owner shall cooperate and assist each other to the maximum extent possible to facilitate the profitable operation of the Golf Club as a daily fee or membership golf course. Each shall reasonably assist the other in upholding the Community-Wide Standards as set from time to time. Neither the Master Association nor any Neighborhood Association shall have the power to promulgate Rules and Regulations (including Community Wide Standards) affecting activities on or use of the Golf Club without the prior written consent of the Golf Club Owner, which consent may be withheld for any or no reason.

Section 16.3 Open Space. Notwithstanding the fact that the Golf Club may be open space or a recreation area for purposes of applicable zoning ordinances and regulations, each Owner by acquisition of title to a Lot releases and discharges forever the Declarant, the Golf Club Owner and their partners, shareholders, officers, directors, employees, agents and affiliates, from: (i) any claim that the Golf Club is, or must be, owned and/or operated by the Master Association or the Owners, and/or (ii) any claim that the Owners are entitled to use the Golf Club by virtue of their ownership of a Lot without acquiring a membership in the Golf Club which could require payment of the applicable membership initiation, and dues, fees and charges established by the Golf Course Owner from time to time, and complying with the terms and conditions set from time to time by the Golf Club Owner.

Each Owner and the Master Association shall jointly and severally indemnify, defend, and hold harmless the Declarant, its partners, employees, agents, directors, officers and affiliates and their successors and assigns, against and to reimburse the Declarant, its partners, employees, agents, directors, officers and affiliates on demand for, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including, but not limited to, interest, penalties, attorney and paralegal fees, and disbursements (even if incident to any appeals), that the Declarant, its partners, employees, agents, directors, officers and affiliates shall incur or suffer, which arise out of, result from, or relate to any claims that because of the Golf Club is deemed to be open space or a recreation area for purposes of applicable Governmental Approvals, the Golf Club must be owned and/or operated by the Master Association or the Owners

and/or that Owners may use the Golf Club without acquiring and paying for membership and use pursuant to the terms and conditions established by the Golf Club Owner from time to time.

Section 16.4 Irrigation. The Golf Club Owner acknowledges and agrees, pursuant to the Governmental Approvals, the Golf Club may be required to be irrigated with irrigation quality re-use water to the extent available and the Golf Club Owner shall take all actions required by applicable law to irrigate using irrigation quality re-use water, including, without limitation, providing any required signage. Nothing in this Declaration shall prohibit the Golf Club Owner from using other sources for irrigation if irrigation quality reuse water is not available in insufficient quantities or use thereof is not required by the Governmental Approvals.

Section 16.5 Maintenance Easement. Every Lot, Common Area and Neighborhood Association common area is burdened with an easement permitting the Golf Club Owner to utilize portions of the Lots, Common Area and Neighborhood Association common area abutting the Golf Club to maintain portions of the Golf Club, provided such easement shall be exercised in a manner which does not interfere with use or enjoyment of the Lot, Common Area or Neighborhood Association common area for its primary purpose and that such use by the Golf Club Owner will not damage landscaping or other improvements on the Lot, Common Area or Neighborhood Association common area.

Section 16.6 Assumption of Risk and Indemnification. Each Owner, by its purchase of a Lot in the vicinity of the Golf Club, hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of the Golf Club, including, without limitation: (i) noise from maintenance equipment and it being specifically understood that such maintenance typically takes place around sunrise or sunset, (ii) noise caused by golfers, (iii) use of pesticides, herbicides, fertilizers and effluent irrigation (iv) view restrictions caused by planting and maturation of trees, shrubbery and golf course features, such as berms (whether planted or installed prior to Owner's occupancy of a Lot or subsequently planted or installed), (v) reduction in privacy caused by constant golf traffic on the golf course or the removal or pruning of shrubbery or trees on the Golf Club, (vi) errant golf balls and golf clubs, and (vii) design of the Golf Club. Further, neither Declarant, Master Association, Golf Club Owner nor any other entity owning or managing the golf course shall be liable to Owner for any other person claiming any loss of 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 Owner's Lot to the Golf Club, including, without limitation, any claim arising in whole or in part from the negligence of the Declarant, Master Association, Golf Club Owner or any other entity owning or managing the golf course. The Owner hereby agrees to indemnify and hold harmless Declarant, Master Association, Golf Course Owner and any other entity owning or managing the golf course against any and all claims by Owner's visitors, tenants and other upon such Owner's Lot.

ARTICLE XVII DOCKS AND MARINA

Section 17.1 Docks. Declarant anticipates that Declarant or its designee will build the Marina Boat Docks; provided, however, that no obligation to so build is hereby imposed on Declarant. Declarant anticipates that it will grant the purchasers of certain Lots the right to build Private Boat Docks; provided, however, Boat Docks which are located within the Marina, if any, are anticipated to be built or caused to be built by Declarant. Such Private Boat Docks shall be constructed in such manner as required by Declarant, the Master Association, and this Declaration. Declarant also reserves the right to construct all Private Boat Docks.

The initial grant or assignment of an interest in a Private Boat Dock or the right to build a Private Boat Dock shall be made initially by Developer by deed, written assignment or other instrument recorded in the Public Records of Lee County, Florida. The Declarant may make the grant or assignment (including, without limitation, from one Lot owned by the Declarant to another Lot owned by the Declarant) for a valuable consideration.

No interest in a Private Boat Dock may be assigned, sold, leased, transferred or granted, except as an appurtenance to a Lot. No interest in a Private Boat Dock may be transferred from one Lot to another Lot without Declarant's (or the Master Association, after Declarant no longer has any directors on the Board) prior written consent (which may be withheld in Declarant's sole and absolute discretion). No Lot may have assigned to it the exclusive right to use more than one Boat Dock; provided, however that this sentence shall not apply to Marina Boat Docks. Private Boat Docks shall be maintained by the respective Owner in accordance with this Declaration (including, without limitation applicable laws and regulations, Community Wide Standards and Rules and Regulations). The conveyance, devise or encumbrance of a Lot to which a Private Boat Dock (or the right to construct same) is appurtenant shall be deemed to include in the conveyance, devise or encumbrance the undivided interest in such Private Boat Dock. An interest in a Boat Dock may only be granted, assigned or transferred to an Owner, unless otherwise permitted by law and as set forth in a Supplemental Declaration.

Section 17.2 Maintenance. All Docks shall be maintained in accordance with the Community Wide Standards, Rules and Regulations, this Declaration, Governmental Approvals and all rules, regulations and restrictions of applicable government agencies. All Dock owners shall be financially responsible for the maintenance, repair and cleaning of the Dock, the replacement of the modifications, installations and additions thereto and the costs of repairing any damage to the Common Areas as a result thereof. After ten (10) days notice by the Board of Directors to correct deficient maintenance of a Dock, if said deficiencies remain uncured, then the Board of Directors shall have the absolute right, but not the obligation, to contract for and to perform maintenance as shall be prescribed by the Board of Directors, and for the purpose of this Section, each Owner grants unto the Board of Directors, its agents, employees, and all others designated by the Board of Directors,

the right to enter upon the Lot of the Owner for the purpose of completing such maintenance work, all without liability or responsibility, criminal or civil, for trespass or any other action. Advance notice shall not be required if the Master Association determines an emergency condition exists. The cost of such work required by the Board of Directors to cure maintenance deficiencies (together with an administration surcharge equal to twenty percent (20%) of such cost) shall be assessed against the Owner who has failed to perform such maintenance and his or her Lot as a Benefit Assessment.

Section 17.3 Marina. Notwithstanding any other provision of this Master Declaration to the contrary, Declarant reserves, subject to applicable law, any and all rights and powers, (including, without limitation, the right to grant easements over any Common Property), necessary or helpful to construct, operate, maintain, grant access to, sell or lease Private Boat Docks and Marina Boat Docks or the Marina, create one or more associations or other entity to own, operate, control or maintain Marina or enter into an agreements for the operation and maintenance of the Marina; provided, however, nothing in this Declaration obligates the Declarant to assign or convey to the Marina any or all of its rights to construct Marina Boat Docks.

Section 17.4 Vessels. As applicable each Owner is solely responsible for the proper mooring of his Vessel and is required to maintain mooring lines in good condition and sufficiently strong to secure the Vessel at all times. Any special mooring rules or procedures issued by the Master Association shall be complied with at all times. The size and dimensions of a Dock do not represent that a Vessel of any certain size can be moored in the Dock due to the presence of Common Areas, depth requirements and projections (including all bowsprits, booms, pulpits, and other projections and overhangs). The Vessel (including all bowsprits, booms, pulpits and other projections and overhangs) must be moored close to the Dock, consistent with good boating practice, Community Wide Standards and Rules and Regulations.

Section 17.5 Hurricane and High Wind Threat. During hurricane and other high velocity wind threats, each owner of a Vessel shall be responsible for all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, U.S. Coast Guard, the Master Association or any other applicable agency. If a Vessel sinks as a result of a storm, or for any other reason, its Owner must remove the sunken Vessel from the Property immediately after the occurrence of such event and, if not so removed within twenty-four (24) hours after the sinking, the Master Association may (but shall not be obligated to) remove the sunken Vessel and impose an Benefit Assessment against the Vessel's owner for the cost of such removal. Each Vessel owner agrees to indemnify, defend and save the Master Association, its agents, employees and designees for and from any and all loss or damage incurred in connection with the exercise or non-exercise of the Master Association's rights in this Declaration. If a Vessel owner plans to be absent during the hurricane season, such owner must prepare his Dock and/or Vessel, and secure or remove, as appropriate, his Vessel prior to his departure in accordance with the standards established by the Board of Directors and Rules and Regulations (or in the

absence thereof, with all due care), designate a responsible firm or individual to care for his Vessel should there be a hurricane or other storm, and furnish the Master Association with the name, address and telephone number of such firm or individual. Such firm or individual shall be subject to the approval of the Master Association. The owner of a Dock and/or Vessel shall be liable for all damages caused to the Property for such Slip Owner's improper preparation or failure to remove, as the case may be, of his Dock and/or Vessel for hurricanes and other storms. Notwithstanding anything contained herein to the contrary, the Master Association may also levy fines in accordance with the Rules and Regulations if the Dock and/or Vessel owner fails to abide by the provisions of this Section. Notwithstanding the right of the Master Association to enforce the foregoing requirements, the Master Association shall not be liable to any Dock or Vessel owner or other person or entity for any damage to persons or property caused by a Dock or Vessel owner's failure to comply with such requirements.

ARTICLE XVIII CENTRAL CABLE, TELECOMMUNICATIONS, INTRANET, INTERNET AND ELECTRONIC MONITORING SYSTEMS

Section 18.1 Bulk Rate Agreement. The Master Association may, but shall not be obligated to, enter into a bulk rate cable television, telecommunications, intranet, internet and/or electronic monitoring services agreement or agreements ("Bulk Agreement") for all or a portion of the Properties. If a Bulk Agreement(s) is(are) entered into, all Property subject to the Bulk Agreement shall be charged for basic cable, intranet, internet, electronic monitoring and other related telecommunication services, regardless of whether such services are desired. The fee for services under the Bulk Agreement(s) shall be billed as part of a Benefit Assessment. It is anticipated that if a Bulk Agreement for cable television and telecommunications is (are) entered into by the Master Association, tier channels, remotes, pay channels and certain telecommunication services offered by the provider(s) will be available on an individual optional subscriber basis.

Section 18.2 Ownership and Use. Declarant reserves and retains to itself, its successors and assigns:

18.2.1 The title to any central cable television, telecommunications, intranet, internet and/or electronic monitoring system facilities ("System Facilities") which Declarant installs or causes to be installed within the Property, together with a perpetual easement for the placement and location thereof, including, without limitation, conduits, wires, amplifiers, towers, antennae and related apparatus and equipment;

18.2.2 A perpetual easement for ingress and egress to service, maintain, install, repair and replace the aforesaid apparatus and equipment;

18.2.3 Subject to applicable law, the right to connect the central cable television, telecommunications, intranet, internet and/or electronic monitoring system to such receiving sources as Declarant may in its sole discretion deem appropriate, including, without limitation, companies licensed to provide such service in Lee County, Florida; and

18.2.4 Subject to applicable law, the right to empower a licensee or franchisee to provide cable communication, intranet, internet, security and/or electronic monitoring services within the Property, to cause the Master Association to enter into a Bulk Agreement with such licensee or franchisee, and to collect from such licensee or franchisee fees in connection with use of Declarant's System Facilities. Any Bulk Agreement(s) shall be available for inspection upon reasonable request by an Owner. The Master Association recognizes that such Bulk Agreements benefit the Community and the Owners and that beneficial rates, service and other terms and conditions may be obtained through the execution of such Bulk Agreements, and that notwithstanding any future statutory provisions under Florida law allowing cancellation of such Bulk Agreement, that the Master Association will not unreasonably cancel such Bulk Agreement.

Section 18.3 Electronic Monitoring Services. Declarant, the Master Association, their successors or assigns or licensees or franchisees, may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. NEITHER THE MASTER ASSOCIATION NOR DECLARANT, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, HOWEVER, AND NEITHER THE MASTER ASSOCIATION NOR THE DECLARANT, 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 MASTER ASSOCIATION, ITS BOARD OF DIRECTORS AND DECLARANT, DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, ELECTRONIC MONITORING SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT OR THE NCC MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR ELECTRONIC MONITORING SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR ELECTRONIC MONITORING SYSTEMS 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 MASER ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, OR DECLARANT, 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 LOTS, HOMES AND TO THE CONTENTS OF HOMES AND FURTHER ACKNOWLEDGES

THAT THE MASTER ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, OR DECLARANT, 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 OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

Section 18.4 Electronic Monitoring Systems Requirements. Each Lot must be equipped with an electronic monitoring system which may be required to be connected to the central monitoring system to be installed by Declarant or its assigns pursuant to this Article. Builders shall be required to pre-wire for the central monitoring system and tie in when the Home is completed.

ARTICLE XIX COMMERCIAL PROPERTY

Any Commercial Property which is subject to this Declaration may be utilized for any commercial purpose permitted by Governmental Approvals.

The Commercial Property may be included in the Properties; however, the Commercial Property, if included, shall only be subject to the terms and provisions of this Declaration as specifically provided herein or as provided by a Supplemental Declaration. The Supplemental Declaration may include, among other items, provisions specifying the number of votes of the Commercial Property Owner, use of Common Areas, Assessment obligations for the Commercial Property, if any, maintenance requirements for the Commercial Property, and ingress and egress easements for owners, lessees, employees, invitees and customers of the Commercial Property. No amendment to this Declaration or Supplement, which is not consented to by Declarant prior to Turnover, or the Commercial Property Owner after Turnover, will impose or modify rights and/or obligations of the Commercial Property Owner.

The Declarant, at its option, may record an agreement or memorandum thereof in the Public Records of Lee County to subject the Commercial Property to certain maintenance and/or standards and use regulations, and may, but shall not be required to, give the Master Association the authority to enforce the same.

The Declarant, the Master Association and all Neighborhood Associations hereby grant the owner and all tenants (if any) of the Commercial Property (regardless of whether such Persons are Members hereunder), their guests and invitees and the employees, agents, contractors, and designees, a non-exclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel to and from the entrance from the nearest public right of way to the Commercial Property, and, further,

over those portions of the Properties (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Commercial Property. The Supplemental Declaration may provide for the Commercial Property Owner's and their tenant's and invitees use of the Beach Club, upon payment of reasonable fees established by the Declarant's appointed Board of Directors.

Section 19.1 Sales Center. The Sales Center will be operated as an office for the sale and resale of Lots and/or homes, or for the other commercial purposes, in the sole discretion of the Declarant, subject to obtaining all necessary governmental permits and approvals. The Master Association, all Neighborhood Associations, and each Owner acknowledge that the Sales Center may be re-zoned for commercial uses. The Master Association, each Neighborhood Association, each Owner and each Commercial Property Owner, by acceptance of a deed, hereby acknowledge the granting to Declarant of an irrevocable power of attorney, coupled with an interest, to enable Declarant to apply for all governmental and regulatory permits and approvals necessary to operate and/or re-zone the Sales Center as provided in this Section.

The Master Association and each Owner further acknowledge that the Declarant and its assigns reserves the right of access over and use of Common Areas for prospective purchasers of new and resale homes and homesites, whether or not the same is in connection with the operation of the Sales Center. All costs and expenses associated with establishing the real estate office, including constructing, staffing, operating, managing and furnishing the Sales Center shall be at the sole cost and expense of the Declarant. The Declarant may, in its sole and absolute discretion: (i) retain the Sales Center, or (ii) transfer its interest in the Sales Center to an independent third party. In addition, the Declarant shall have the ability to sell its real estate sales operation, in its sole and absolute discretion. The Master Association, all Neighborhood Associations and each Owner acknowledge and agree that no portion of the Common Area dedicated or conveyed to the Master Association by Declarant shall be used for the purpose of operating or maintaining a real estate sales office for the initial sale, resale or leasing of any of the Lots within the Property.

The Sales Center shall be included in the Properties; however, the Sales Center shall be deemed Commercial Property only subject to the terms and provisions of this Declaration as specifically provided herein or as provided by a Supplemental Declaration. The Supplemental Declaration may include, among other items, provisions specifying the use of Common Areas, obligations for the Sales Center, maintenance requirements for the Sales Center, and specific ingress and egress easements for prospective purchasers, lessees, employees, and invitees of the Sales Center.

The Declarant at its option may record an agreement or memorandum thereof in the Public Records of Lee County to subject the Sales Center to certain maintenance standards and regulations.

ARTICLE XX IRRIGATION SYSTEM

Section 20.1 Installation. The Irrigation Provider shall have the right, but not the obligation, to install and operate an underground irrigation distribution system which will provide landscape irrigation to the Properties. The Irrigation Provider shall be responsible for installation and maintenance of the underground irrigation distribution system to the boundary of each Lot. Notwithstanding anything in this Article concerning rights or obligations of the Irrigation Provider, and whether or not the Irrigation Provider installs an irrigation water distribution system, each Owner shall be required to install and maintain an underground sprinkler system and meter (if required) on his Lot, which shall be installed as part of the original construction of the Home. Irrigation systems shall be installed and maintained in accordance with the Design Guidelines and the Community Wide Standards. Neighborhood Associations may maintain the underground sprinkler system on Lots as part of its landscape maintenance to Lots and assess the costs of such maintenance and irrigation as a Neighborhood Association assessment. The Irrigation Provider may, at any time, in the future terminate irrigation maintenance or irrigation service without liability to any Owner.

Section 20.2 Maintenance of Irrigation System. A blanket easement is granted to the Irrigation Provider over the Properties for the purpose of ingress and egress and designing, studying, mapping, engineering, constructing, maintaining, operating and servicing any irrigation system installed by or on behalf of the Irrigation Provider, provided the exercise of this easement shall not unreasonably interfere with landscaping and improvements on the Property.

Section 20.3 Irrigation Service. If the Irrigation Provider provides irrigation service to Lots, Common Areas, and Neighborhood Common Areas, the Irrigation Provider, in its sole discretion, shall develop an irrigation schedule for Lots, Common Areas, Neighborhood Association Common Area and shall be the sole determinant of the timing and frequency of irrigation. For irrigation service provided to Lots, Common Areas, and Neighborhood Common Areas by the Irrigation Provider, the Irrigation Provider may, charge each Owner a flat fee, a metered charge per 1,000 gallons or a fee with a base and variable usage component. Charges levied by the Irrigation Provider shall be calculated by the Irrigation Provider to cover all operations, maintenance and capital replacement costs of the irrigation system together with a reasonable profit and return on its capital. The Irrigation Provider shall not be liable to the Owner for any interruption in irrigation service, the quality of irrigation water, the source of irrigation water or any damage to the landscaping or sod on Lots, Common Areas, or Neighborhood Common Areas caused by providing or not providing irrigation service. Owners shall indemnify, defend and hold harmless the Irrigation Provider and its supervisors, officers, employees and agents against and in respect of, and reimburse the same on demand for any and all claims, demands, losses, costs, expenses, settlement, obligations, liabilities, damages, recourse and deficiencies including, but not limited to, interest, penalties, attorneys' fees and

disbursements (even if incident to appeal) that the Irrigation Provider, its supervisors, officers, employees and agents incur or suffer which arise, result from or relate to any claim made by any party based on the installation, operation and maintenance of the irrigation system and the provision of irrigation service to Lots, Common Areas and Neighborhood Common Areas, including, without limitation, property damage, personal injury or claims for inconvenience.

Section 20.4 Source of Water. All Owners and Neighborhood Associations acknowledge that irrigation water provided by the Irrigation Provider, if any, will not be potable water, but will be re-use water, surface water, well water, or water withdrawn from lakes on or adjacent to the Property, which surface or lake water may recharged from underground wells. The party owning such source of irrigation water may charge the Irrigation Provider for the provision of such water.

Section 20.5 Owner's Obligation. In the event that the Irrigation Provider installs and/or operates an underground irrigation distribution system, Owners are not obligated to use such underground irrigation and distribution system, but may use potable water. However, Owners are not permitted to use lakes, ponds, canals, streams or wells for landscape irrigation.

ARTICLE XXI NATURAL GAS SYSTEM

Section 21.1 Installation. The Natural Gas Provider shall have the right, but not the obligation, to install and operate an underground gas distribution system which will provide gas to the Properties. The Natural Gas Provider shall be responsible for installation and maintenance of the underground gas distribution system to the boundary of each Lot, Golf Club and Beach Club. Notwithstanding anything in this Article concerning rights or obligations of the Natural Gas Provider, and whether or not the Natural Gas Provider installs a gas distribution system, each Owner shall be required to install and maintain an underground gas system on a Lot, which shall be installed as part of the original construction of the Home. Gas systems shall be installed and maintained in accordance with the Design Guidelines and the Community Wide Standards. The Natural Gas Provider may, at any time, in the future terminate gas service without liability to any Owner.

Section 21.2 Maintenance of Natural Gas System. A blanket easement is granted to the Natural Gas Provider over the Properties for the purpose of ingress and egress and designing, studying, mapping, engineering, constructing, maintaining, operating and servicing any gas system installed by or on behalf of the Natural Gas Provider, provided the exercise of such easement shall not unreasonably interfere with landscaping and improvements on the property.

Section 21.3 Natural Gas Service. The Declarant and Master Association shall not be liable to the Owner for any interruption in gas service, the quality of service, the source

of gas or any damage to any property, real or personal, caused by providing or not providing gas service.

ARTICLE XXII GENERAL PROVISIONS

Section 22.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Master Association or the owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument in writing, signed by sixty seven percent (67%) of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein. Notwithstanding the foregoing, any terms, provisions, covenants, restrictions or prohibitions contained herein which relate to, pertain to or affect any environmentally sensitive areas of the Properties, which is subject to the rules, ordinances or regulations of the Federal Government, the State of Florida or the County of Lee or any agency, body or special district of the foregoing shall be applicable to such property in perpetuity unless the waiver of same shall have been obtained from the appropriate party or unless the rule, ordinance or regulation shall have been abrogated or repealed by the appropriate party.

Section 22.2 Amendment. Until the Turnover, the Declarant may unilaterally amend this Declaration, any Supplement, or any Neighborhood Supplement. Prior to Turnover, the Members may not amend this Declaration, and Supplement or any Neighborhood Supplement. After Turnover, this Declaration, Supplement or any Neighborhood Supplement may be amended by the Board of Directors, and the affirmative vote of Neighborhood Voting Representatives representing sixty-seven percent (67%) of the total votes in the Master Association. Amendments shall be recorded in the Public Records and shall be effective as of the date of recording.

If a Neighborhood Voting Representatives consents to any amendment to this Declaration, a Supplement or the By-Laws, it will be conclusively presumed that such Neighborhood Voting Representative has the authority so to consent on behalf of an Owner and his mortgagee and no contrary provision in any mortgage or contract between an Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant, the Golf Club Owner or any Commercial Property Owner without the written consent of the affected party, as the case may be, or the assignee of such right or privilege.

Notwithstanding anything to the contrary set forth in this Section 21.2, no amendment shall be effective without the written joinder and consent of the Declarant (so long as the Declarant owns any portions of the Property, which is being offered for sale) to the amendment, which consent shall not be unreasonably withheld or delayed.

Section 22.3 Indemnification. The Master Association shall to the broadest extent possible by applicable statute, indemnify and hold harmless every officer, director, and committee member against any and all expenses, including counsel and paralegal fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Master Association (except to the extent that such officers or directors may also be Members of the Master Association), and the Master Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Master Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 22.4 Easements for Utilities, Etc. There is hereby reserved unto Declarant, the Master Association, the CDD, MSTU, MSBU and the designees of each (which may include, without limitation, Lee County, Florida and any utility company), easements upon, over, across, and under all of the Properties for ingress and egress; dispensing maintenance chemicals; installation, replacing, repairing, relocating and maintaining roads, landscaping, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, irrigation, technology, cable and all utilities under their ownership or control, including, but not limited to, water, sewer, meter boxes, telephones, gas and electricity; provided, the exercise of this easement will not unreasonably interfere with the Owner's use of improvements on a Lot, and except in an emergency, entry into any Lot shall be made only after reasonable notice to the Owner or occupant thereof.

Without limiting the generality of the foregoing, there are hereby reserved for the electric, water and sewer provider, the Irrigation Provider, and the Natural Gas Provider easements across all Lots for ingress, egress, installation, reading, replacing, repairing, and maintaining meter boxes. Utility Easements dedicated or granted by Plat or separate instrument shall be for the installation, maintenance and replacement of utility distribution or collection lines, lift stations, junction and control boxes and other equipment utilized in

connection with the distribution and collection of utilities. All utilities easements, whether designated by Plat or separate conveyance, whether in streets, rights-of-way or utility easements shall be for installation of and maintenance of below grade improvements, provided, however, that water and sewer treatment facilities and control panels for utilities, natural gas, cable television, telecommunication, internet or security system may be installed and maintained above ground. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities, natural gas, cable television, telecommunication, internet or security system may be installed or relocated on the Properties, except as may be approved by the Master Association's Board of Directors after the sale of the last Lot to an initial retail purchaser other than a Merchant Builder or as provided by Declarant prior to the sale of the last Lot to an initial retail purchaser other than a Merchant Builder.

All private roads shall be burdened with an easement for utility companies, police, fire, EMS, postal, the Federal Government, the State of Florida, Lee County Florida, South Florida Water Management District and other similar governmental authorities and agencies to access the Community to fulfill their functions and objectives.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Common Areas and Lots without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

Section 22.5 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect. In the event any provisions of this Master Declaration is held to be invalid for any reason, such provision shall be modified by the Master Association without the consent of the Neighborhood Votings, Representatives, Members or Owners to implement the intention of such section.

Section 22.6 Right of Entry. The Master Association shall have the right, but not the obligation, to enter into any Lot and Neighborhood Common Area for emergency and safety reasons, to abate nuisances (including, without limitation, false burglar alarms) and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws and the Master Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel shall have the right to enter any portion of the Properties in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include, but not be limited to, the right of the Master Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

Section 22.7 Perpetuities. If any of the covenants, conditions, restrictions, or the provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth, the Queen of England.

Section 22.8 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association, nor shall any legal services be provided with respect to preparing for such judicial or administrative proceedings unless approved by a vote of the Neighborhood Voting Representatives and collection of Special Assessment as hereinafter provided. The Master Association shall prepare a budget of the total estimated cost of the litigation which shall be submitted to the Members for a vote along with the notice of the proposed litigation. The budget shall be based upon an estimate of the total cost and fees of the litigation made by the attorney being retained by the Master Association for the litigation. The Master Association shall assess all Owners (other than the Declarant and Merchant Builders) by Special Assessment for the total estimated costs and fees of the proposed litigation and no funds from Common Assessments or other sources may be used for such purpose. The Special Assessment must be more than seventy-five percent (75%) collected prior to preparation for and institution of legal proceedings. Both the proposed commencement of litigation and the budget and assessment for the litigation must be approved by a vote of the Neighborhood Voting Representatives representing seventy-five (75%) percent of the total votes of the Master Association. This Section shall not apply, however, to (i) actions brought by the Master Association against parties other than the Declarant to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (ii) the imposition and collection of Assessments as provided herein, (iii) proceedings involving challenges to ad valorem taxation, or (iv) counterclaims brought by the Master Association in proceedings instituted against it by persons other than the Declarant. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 22.9 Cumulative Effect: Conflict. The covenants, restrictions, easements and provisions of this Declaration shall be cumulative with those of any Neighborhood Association, and the Master Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Neighborhood Association shall be subject and subordinate to those of the Master Association. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Master Association.

Section 22.10 Use of the Term "Miromar Lakes". No person shall use the term "Miromar Lakes" or "Miromar Lakes Beach and Golf Club" or any derivative thereof or logo

used in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term "Miromar Lakes" or "Miromar Lakes Beach and Golf Club" in printed or promotional matter where such term is used solely to specify that particular property is located within "Miromar Lakes" and the Master Association and Community Development District shall be entitled to use the word "Miromar Lakes" or "Miromar Lakes Beach and Golf Club" in its name and in its operation of the Beach Club and Marina, and on signage for the Community.

Section 22.11 **Compliance.** Every Owner and occupant of any Lot, their guests and invitees, shall comply with all lawful provisions of this Declaration, the By-Laws and Rules and Regulations of the Master Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Master Association or, in a proper case, by any aggrieved Property. Further, in the event of any violation of any ordinances, rules or restrictions imposed by any governmental authority with respect to the Properties, the governmental authority may, without the consent of the Master Association or any Person, seek judicial enforcement of such ordinances, rules or restrictions and if such enforcement shall be required by a court of competent jurisdiction, the governmental authority shall be entitled, in addition to all other awards or directions of enforcement, to all reasonable attorney's fees and court costs incurred by said governmental authority relative to its enforcement of the foregoing.

Section 22.12 **Independent Builders.** The Properties are a master planned mixed use community being developed by the Declarant. The individual buildings constructed within the Properties may be constructed by the Declarant, Merchant Builders or others who are independent contractors who purchase, or build upon, Unimproved Lots. If a building is constructed by a person or entity other than the Declarant, the Declarant 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.

Section 22.13 **Notice of Transfer of Lot.** In the event that any Owner (Other than the Declarant) desires to sell or otherwise transfer title of his or her Lot (by sale, gift or judicial decree), such Owner shall give the Board of Directors 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 of Directors may reasonably require. Until such written notice is received by the Board of Directors and the capital contributions required by Article XII 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.

Section 22.14 **Documents to Grantees.** All Owners shall be obligated to deliver the documents originally received from the Declarant, (or copies thereof, which may

be obtained from the Master Association) containing this Declaration, Supplements and all other declarations and documents, to any grantee of such Owners. Copies may be acquired from the Master Association upon payment of a reasonable reproduction fee.

Section 22.15 **Disclosures upon Sale of Lot.** Each contract for the sale of a Lot shall include immediately prior to the space reserved in the contract for the signature of the purchaser, the following disclosure statements in boldfaced type which is larger than the type in the remaining text of the contract:

THE PROPERTY BEING ACQUIRED BY THIS CONTRACT IS SUBJECT TO RECORDED RESTRICTIONS WHICH, AMONG OTHER THINGS, GOVERN USE AND MAINTENANCE OF THE PROPERTY. THE RECORDED RESTRICTIONS REQUIRE THE PAYMENT OF ASSESSMENTS. A PURCHASER SHOULD REVIEW ALL RESTRICTIONS AND OTHER DOCUMENTS GOVERNING THE PROPERTY PRIOR TO EXECUTION OF THIS CONTRACT.

THE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE COMMUNITY DEVELOPMENT DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENT

Section 22.16 **Dissolution of Association.** The Master Association shall not be dissolved nor shall it sell or convey any real property contained within the Common Area, by sale or otherwise (except to an entity organized for the purpose of owning and maintaining such Common Areas or as a result of condemnation proceedings or conveyance in consideration of condemnation), without the prior approval of all Owners, their mortgagees and any governmental agencies having jurisdiction over the Properties. In the event of termination, dissolution or final liquidation of the Association, 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 Section 40C-42.027, F.A.C., and be approved by SFWMD prior to such termination, dissolution or liquidation.

Section 22.17 **Recognition by Owners of Declarant's Rights to Develop and Construct Improvements on the Properties.** Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns, acknowledges and agrees that the completion of the development of the Community may occur over an extended period of time and that incident to such development and the construction associated therewith the quiet use and enjoyment of the Properties and each portion thereof may be temporarily interfered with by the development

and construction work occurring on those portion of the Properties owned by the Declarant or its successors and assigns and each Owner, on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns, does hereby waive all claims for interference or interruption with such quiet enjoyment and use as a result of the development and construction of the balance of the Properties. Each Owner on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns agrees, that the development, construction and completion of the balance of the Properties may interfere with or interrupt such Owner's original and existing views, light and air and diminish the same and each such Owner or such Owner's behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns, does hereby release the Declarant and its successors in interest and others involved from all claims that they may have in connection therewith.

Section 22.18 Pronouns. In this Declaration, the use of any gender shall be deemed to include all genders and use of the singular shall include the plural, wherever appropriate to further the intention of this Declaration.

Section 22.19 Disclaimer of Association Liability. AS USED IN THIS ARTICLE, "ASSOCIATIONS" SHALL MEAN THE MASTER ASSOCIATION, ALL NEIGHBORHOOD ASSOCIATIONS HAVING JURISDICTION OVER PORTIONS OF THE COMMUNITY, AND ALL COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATIONS OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATIONS (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATIONS SHALL NOT BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, MEMBER, OCCUPANT OR USER OF ANY PORTION OF MIROMAR LAKES, OR THEIR GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS.

THE ASSOCIATIONS ARE NOT EMPOWERED, AND HAVE NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR INSURES COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA OR LEE COUNTY OR THE PREVENTION OF TORTIOUS ACTIVITIES.

Section 22.20 Enforcement. The Master Association, each Neighborhood Association, Declarant and the CDD shall have the right to enforce compliance of the terms of this Declaration by each Owner, his family, lessees, invitees and guests. Each Owner, and the SFWMD shall have the right, but not the obligation, to enforce this Declaration to the extent an Owner, the Master Association, or any Neighborhood Association fails to

maintain the Surface Water Management System (if the same is the entity's responsibility), private rights-of-way and any easements appurtenant to the Surface Water Management System or private rights-of-way owned by the Association in a manner required by Governmental Approvals.

ARTICLE XXIII DECLARANT'S RIGHTS

Section 23.1 Declarant. The Declarant, the Builders and the successors or assigns of the Declarant and Builders will undertake the work of constructing buildings, dwellings and improvements related thereto. The completion of that work and the sale, rental and other disposal of Lots is essential to the establishment and welfare of the Community. As used in this Article, the words "its successor or assigns" specifically do not include purchasers of completed Lots unless specifically designated in the instrument as the successor of Declarant rights in and to this Article or the Declaration. In order that said work may be completed and the Community established as a fully occupied community as rapidly as possible, no Owner or the Master Association shall do anything to interfere with the Declarant's or Builders activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or By-Laws shall be understood or construed to:

23.1.1 Prevent the Declarant, and Builders from doing on any property owned by them, whatever they determine to be necessary or advisable, in connection with the completion of said work, including, without limitation, the alteration of its construction plans and designs as the Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Properties may be modified by the Declarant at any time and from time to time, without notice); or

23.1.2 Prevent the Declarant, its successors or assigns or its or their contractors, subcontractors or representatives from erecting, constructing and maintaining on any property owned or controlled by the Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing the Community as a community and disposing of the same by sale, lease or otherwise; or

23.1.3 Prevent the Declarant and Builders from developing, subdividing, grading and constructing improvements on the properties owned by them and of disposing of Lots therein by sale, lease or otherwise; or

23.1.4 Prevent the Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be constructed as part of the Community.

Any or all of the special rights and obligations of the Declarant may be transferred (on an exclusive or non-exclusive basis) to other Persons, provided that the transfer shall

not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

The Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as the Declarant owns any property described on Exhibit "A" or Exhibit "D" hereof primarily for development and/or resale; provided, no such easement shall adversely interfere in a material manner with the use of the Common Area by the Members.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area and Lots owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model lots, and sales offices, and the Declarant shall have an easement for access to such facilities.

So long as Declarant continues to have rights under this Article, no Person shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

Section 23.2 Future Easements and Modifications. Declarant reserves the right to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, covenants and rights of way to modify the boundary lines and to plat or replat portions of the Property for development of the Community. The Master Association, any Neighborhood Association, each Owner and Merchant Builder agree to execute and deliver any and all agreements, documents, plats and instruments which are necessary or desirable to accomplish the same.

Section 23.3 Power of Attorney. Each Owner, Commercial Property Owner, Golf Club Owner, the Master Association and each Neighborhood Association (collectively the "Grantees") hereby grant to Declarant an irrevocable power of attorney, coupled with an interest, for obtaining any rezoning or governmental approvals and permits required (i) to operate the Sales Center for any commercial or desired use by the Declarant, or (ii) modify the governmental approvals in a manner deemed desirable by Declarant to develop the Community. Said power of attorney shall authorize Declarant to take all acts necessary and/or appropriate to effectuate the foregoing.

Section 23.4 Amendment. This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (i) thirty (30) years from the date this Declaration is recorded, or (ii) upon recording by Declarant of a written statement that all sales activity has ceased.

ARTICLE XXIV **COMMUNITY DEVELOPMENT DISTRICT**

Section 24.1 General. Declarant, the Association, Neighborhood Associations and each Owner acknowledges that Declarant may cause to be established a uniform community development district, as defined in Chapter 190, Florida Statutes, for the Miromar Lakes community. The CDD may provide certain urban community facilities services and will have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such facilities and services. The CDD may be empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for basic infrastructures which may include, without limitation: (i) water management and control lands within the CDD and the connection of some or any of such facilities with other roads and bridges; (ii) roads and bridges; (iii) potable water distribution; (iv) sewage collection; and (v) waste water management. The CDD may impose taxes and/or assessments on the Properties. These taxes and assessments will pay for the construction, operation, maintenance and/or costs of certain public facilities within the CDD and will be set annually by the governing board of the CDD. These taxes and assessments are in addition to county and all other taxes and assessments provided for by law. These fees, rates, charges, taxes and assessments will either appear on the annual real estate tax bill for each Owner in which case they will be payable directly to the Lee County Tax Collector or they will appear on a separate bill issued to each Owner by the CDD. If established, the CDD shall have the power to issue any types of bonds permitted by Chapter 190, Florida Statutes.

Section 24.2 Assessments. The Master Association and each Owner of a Lot for all real property hereafter owned within the CDD's jurisdictional boundaries, covenants and agrees to pay any and all special, operating and maintenance assessments, fees, charges and taxes which may be imposed by the CDD upon such property to fund all or part of the cost of the acquisition, construction, operation, maintenance, repair and replacement of community improvements, facilities and services performed by the CDD, debt service thereof, and any other cost incurred by the CDD, and further agree to abide by all of the CDD's rules, regulations ordinances and contracts, as they may be exist from time to time.

ARTICLE XXV **SPECIAL DISCLOSURES**

Section 25.1 Army Corps of Engineers Permit. The Declarant was issued Army Corps of Engineers Permit No. 1995074B3 (IP-MN) ("Army Permit"). Pursuant to the Army Permit, the Declarant has been provided "certain rights" concerning development of the

real property subject to the Army Permit and is subject to certain obligations concerning monitoring, maintenance and prohibited activities. Any monitoring and maintenance required by the Army Permit is assumed by the Master Association and Declarant may cause the Permit to be assigned (in whole or in part) to the Master Association. Obligations concerning prohibited activities shall bind Declarant, the Master Association and each Owner. Each Owner, (i) upon request of the Master Association, Declarant or the Army Corps of Engineers shall execute an Acknowledgment that such Owner agrees to be bound by the terms of the Army Permit, and (ii) shall indemnify and defend Declarant and the Master Association for acts or omissions of Owner (and his family and agents) which violate the Army Permit whether or not an Acknowledgment is executed. Each Owner by acceptance of a deed to any Lot within the Properties grants to the President of the Master Association and Declarant an irrevocable limited power of attorney coupled with an interest to execute such Acknowledgment on behalf of the Owner. Such power of attorney shall be exercised only after the Owner fails to execute and return the Acknowledgment within ten (10) days of mailing by the Master Association. Each Owner further covenants to pay to the Master Association all expenses, fees, fines and costs incurred by the Master Association or Declarant in exercising its power of attorney and in remediating any violation of the Permit by the Owner (and his family and agents). Any fees and costs incurred by Declarant pursuant to this Section shall be reimbursed to the Master Association on demand.

Section 25.2 Lake Agreement. Each Owner acknowledges the Property is subject to certain easements, reservations and restrictions contained in that certain warranty deed between Alico, Inc. and Miromar Lakes, L.L.C. dated September 7, 1999 and recorded the Public Records of Lee County, Florida, at Book 03165, Page 1800 et seq., and the Lake Use Agreement, copies of which are available at the office of the Master Association.

Section 25.3 Slough. Each Owner acknowledges that the Properties contain sloughs which are mixed wetland areas and the Master Association and Owners must comply with all SFWMD and governmental regulations, requirements and approvals relating to discharge into the sloughs, including, but not limited to, rate of discharge and quality of discharge into the slough.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

WITNESSES:

[Signature]
Sign Name

TIMOTHY P. BYAN
Print Name

[Signature]
Sign Name

STEVEN LEWIS
Print Name

MIROMAR LAKES, L.L.C., a Florida limited liability company

BY: MIROMAR DEVELOPMENT CORP, ITS MANAGING MEMBER

By: [Signature]
Print Name GARY SCHMAYER
Title: V.P.

Dated: 12/11/00

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13 day of December, 2000, by Gary Schmayer, as Vice President of Miromar Lakes, L.L.C., a Florida limited liability company, on behalf of said company. He is ☒ personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

Judith M Seale
Notary Public State of Florida



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JOINDER OF MASTER ASSOCIATION

Miromar Lakes Master Association, Inc. hereby joins in this Declaration this 11th
day of December, 2000.

WITNESSES:

[Signature]
Sign Name

STEVEN LEWIS
Print Name

[Signature]
Sign Name

LOIS CROFT
Print Name

**MIROMAR LAKES MASTER
ASSOCIATION, INC.**, a Florida
not-for-profit corporation

By: [Signature]

Print Name: TIMOTHY BYAL

Title: PRESIDENT

Dated: 12/11/00

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13th day of
December, 2000, by Timothy Byal, as President of
MIROMAR LAKES MASTER ASSOCIATION, INC., a Florida not-for-profit corporation,
he/she is ☒ personally known to me or ☐ produced
_____ as identification.

WITNESS my hand and official seal in the County and state aforesaid this ____ day
of _____, 2000.

My Commission Expires:

Judith M Seale
Notary Public State of Florida



Judith M Seale
My Commission CC970854
Expires September 27 2004

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EXHIBIT LIST

EXHIBIT "A"	LEGAL DESCRIPTION OF INITIAL PROPERTY
EXHIBIT "B"	ARTICLES OF INCORPORATION
EXHIBIT "C"	BY-LAWS
EXHIBIT "D"	LEGAL DESCRIPTION OF ANTICIPATED PROPERTY TO BE SUBJECTED TO THIS DECLARATION IN THE FUTURE
EXHIBIT "E"	LEGAL DESCRIPTION OF SALES CENTER
EXHIBIT "F"	CONSENT OF KENNETH D. GOODMAN, AS TRUSTEE OF MIROMAR EMPIRE REALTY TRUST DATED MAY 16, 2000
EXHIBIT "G"	CONSENT OF BREAKWATER CUSTOM HOMES, INC., A FLORIDA CORPORATION
EXHIBIT "H"	CONSENT OF LYONS LAND CORP., L.L.C., A FLORIDA LIMITED LIABILITY COMPANY
EXHIBIT "I"	CONSENT OF HARBOURSIDE CUSTOM HOMES, INC., A FLORIDA CORPORATION

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EXHIBIT "A"

LEGAL DESCRIPTION OF INITIAL PROPERTY

All property referred to in the Plat of Miromar Lakes - Unit One recorded in Plat Book 61, Page 60-13 of the Public Records of Lee County, Florida.

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EXHIBIT "B"
ARTICLES OF INCORPORATION

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State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of MIROMAR LAKES BEACH AND GOLF CLUB MASTER ASSOCIATION, INC., a Florida corporation, filed on September 1, 2000, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H00000046209. 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 N00000005816.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
First day of September, 2000

Authentication Code: 600A00046838-090100-N00000005816-1/1

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CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

**ARTICLES OF INCORPORATION
OF
MIROMAR LAKES BEACH AND GOLF CLUB
MASTER ASSOCIATION, INC.
(A Florida Not-For-Profit Corporation)**

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a not-for-profit corporation under Florida Statutes, Chapter 617. Terms which are used as defined terms herein without definition shall have the meaning ascribed to such terms in the Declaration of Covenants, Conditions, Restrictions and Easements for Miromar Lakes Beach and Golf Club Master Association, Inc. (the "Declaration") to be recorded in the Public Records of Lee County, Florida.

ARTICLE I

NAME

The name of the corporation shall be Miromar Lakes Beach and Golf Club Master Association, Inc. (hereinafter referred to as the "Master Association"). Its principal office shall be at 24810 Burnt Pine Drive, Bernwood Courtyard, Suite 4, Bonita Springs, FL 34134 or at such other place as may be designated, from time to time, by the Board of Directors.

ARTICLE II

NOT-FOR-PROFIT CORPORATION

The Master Association is a not-for-profit corporation.

ARTICLE III

DURATION

The period of duration of the Master Association is perpetual. Existence of the Master Association shall commence with the filing of these Articles with the Secretary of State.

THIS DOCUMENT WAS PREPARED BY:

Richard G. Cherry, Esq.
CHERRY & SPENCER, P.A.
1665 Palm Beach Lakes Blvd., Suite 600
West Palm Beach, Florida 33401
(561) 471-7767
(561) 471-7974 (Facsimile)
Florida Bar No.: 0303860

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ARTICLE IV

PURPOSE

The Master Association is organized for the purpose of maintaining property owned by, dedicated to or agreed to be maintained by the Master Association, exercising all the powers and privileges and to perform all of the duties and obligations of the Master Association as defined and set forth in the Declaration, including, but not limited to, the establishment and enforcement of payment of Assessments contained therein, and engaging in such other lawful activities as may be to the benefit of the Community. The Master Association shall maintain and operate the Surface Water Management System, unless the same is the responsibility of the CDD.

ARTICLE V

POWERS

The powers of the Master Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Powers. The Master Association shall have all of the common law and statutory powers granted to it under Florida law, as the same may be amended or supplemented, which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Necessary Powers. The Master Association shall have all of the powers reasonably necessary to exercise its rights and powers and implement its purpose, including, without limitation, the following:

- A. The power to acquire, own and dispose of real and personal property.
- B. The power to fix, levy and collect adequate Assessments against the Properties, as provided in and subject to the Declaration.
- C. The power to expend monies assessed and collected for the purpose of paying the expenses of the Master Association, including without limitation costs and expenses of maintenance and operation of property owned by, dedicated to or agreed to be maintained by the Master Association.
- D. The power to manage, control, operate, maintain, repair and improve the Common Areas of Common Responsibility.
- E. The power to purchase supplies, materials and lease equipment required for the maintenance, repair, replacement, operation and management of the Areas of Common Responsibility.

F. The power to insure and keep insured the Areas of Common Responsibility.

G. The power to employ the personnel required for the operation and management of the Master Association and the Areas of Common Responsibility.

H. The power to pay utility bills for utilities serving the Areas of Common Responsibility.

I. The power to pay all taxes and assessments which are liens against the Areas of Common Responsibility.

J. The power to establish and maintain a reserve fund for capital improvements, repairs and replacements.

K. Subject to limitations in the Declarations, the power to control and regulate the use of the Properties.

L. The power to make reasonable Rules and Regulations and to amend the same from time to time.

M. The power to enforce by any legal means the provisions of these Articles, the By-Laws, the Declaration and the Rules and Regulations.

N. The power to borrow money and to select depositories for the Master Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks and the person or persons by whom the same shall be signed, when not signed as otherwise provided in the By-Laws.

O. The power to maintain and operate the Surface Water Management System for the Properties, to contract for maintenance and operation of the Surface Water Management System, and to assess Lots and other properties subject to Common Assessments for the costs and expenses thereof.

P. The power to enter into a contract with any person, firm, corporation, or management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Areas of Common Responsibility or the operation of the Master Association. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Master Association. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee.

The power to delegate to the management agent, all of the powers and duties of the Master Association, except those matters which must be specifically approved by the Board of Directors or Neighborhood Voting Representatives, as provided by the Declaration, these Articles of Incorporation, the By-Laws or applicable law.

Q. The power to appoint committees as the Board of Directors may deem appropriate.

R. The power to collect delinquent Assessments and fines by suit or otherwise, to abate nuisances and to fine, enjoin or seek damages from Owners for violation of the provisions of the Declaration, these Articles of Incorporation, the By-Laws or the Rules and Regulations.

S. Subject to the terms of the Declaration, the power to bring suit and be sued.

T. The power to adopt, alter and amend or repeal the By-Laws of the Master Association as may be desirable or necessary for the proper management of the Master Association.

U. The power to provide any and all supplemental municipal services as may be necessary or proper.

V. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Master Association and the proceeds thereof shall be held in the name of the Master Association. No part of the income, if any, of the Master Association shall be distributed to the Owners, directors, or officers of the Master Association. Nothing herein shall prohibit the Master Association from reimbursing its directors, officers and committee members for all expenses reasonably incurred in performing services rendered to the Master Association, and from paying management and other contractors fees for services rendered to the Master Association.

Section 4. Exercise. The Board of Directors and the Officers shall have the sole authority to exercise the powers of the Master Association, except to the extent the Declaration, these Articles, the By-laws or governing law requires otherwise.

Section 5. Limitations. The powers of the Master Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

ARTICLE VI**QUALIFICATIONS OF MEMBERSHIP**

The qualifications for membership and the manner of admission shall be as provided by the By-Laws of the Master Association.

ARTICLE VII**VOTING RIGHTS**

The votes of Members will be cast solely by Neighborhood Voting Representatives, who shall have the right to vote only on the Master Association matters as specifically provided in the Declaration, these Articles, the By-Laws or by applicable law. Members shall not have the right to vote on any Association matters except as the same are specifically set forth in the Declaration or the same is required by applicable law.

ARTICLE VIII**LIABILITY FOR DEBTS**

Neither the Members nor the officers or directors of the Master Association shall be liable for the debts of the Master Association.

ARTICLE X**BOARD OF DIRECTORS**

Section 1. The number of directors constituting the initial Board of Directors of the Master Association is three (3) and the names and addresses of the persons who will serve as the initial Board of Directors of the Master Association are:

<u>Name</u>	<u>Address</u>
Jerry Schmoyer	c/o Miromar Lakes, L.L.C. 24810 Burnt Pine Drive Bernwood Courtyard, Suite 4 Bonita Springs, FL 34134
James T. Klecher	c/o Miromar Lakes, L.L.C. 24810 Burnt Pine Drive Bernwood Courtyard, Suite 4 Bonita Springs, FL 34134

Steven Lewis

c/o Miromar Lakes, L.L.C.
24810 Burnt Pine Drive
Bernwood Courtyard, Suite 4
Bonita Springs, FL 34134

Section 2. The Board of Directors shall be the persons who will manage the corporate affairs of the Master Association and are vested with the management authority thereof. The Board of Directors will be responsible for the administration of the Master Association and will have the authority to control the affairs of the Master Association, as are more fully set forth in the Declaration and the By-Laws.

Section 3. The method of election or appointment and terms of office, removal and filling of vacancies shall be as set forth in the By-Laws.

ARTICLE XI

BY-LAWS

The By-Laws may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration.

ARTICLE XII

CONSTRUCTION

These Articles of Incorporation and the By-Laws shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, these Articles of Incorporation or the By-Laws, the following order of priority shall apply: (i) the Declaration, (ii) the Articles of Incorporation, and (iii) the By-Laws.

ARTICLE XIII

SOLE INCORPORATOR

The name and address of the sole incorporator is as follows:

Richard G. Cherry

Cherry & Spencer, P.A.
1665 Palm Beach Lakes Blvd.
Suite 600
West Palm Beach, FL 33401

ARTICLE XIV

INDEMNIFICATION

The Master Association shall indemnify its directors, officers and committee members and may indemnify its employees and agents, to the fullest extent permitted by applicable Florida Statutes, as the same may be amended and supplemented, from and against any and all of the expenses or liabilities incurred in defending a civil or criminal proceeding, or other matters referred to in or covered by said provisions, including, but not limited to, the advancement of expenses prior to the final disposition of such proceedings and amounts paid in settlement of such proceedings, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of Neighborhood Voting Representatives or disinterested directors, officers or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, committee member, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person and an adjudication of liability shall not affect the right to indemnification for those indemnified. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such officer, director, committee member, employee and agent of the Master Association may be entitled.

ARTICLE XV

OFFICERS

The affairs of the Master Association shall be managed by a President, a Vice-President, a Secretary and a Treasurer, and if elected by the Board of Directors, any such other officers and assistant officers as may be designated by the Board of Directors. The Board of Directors at each annual meeting shall elect, to serve for a term of one (1) year or until their successor is elected, a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time determine appropriate.

ARTICLE XVI

DISSOLUTION

In the event of termination, dissolution or final liquidation of the Association, 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 Section 40C-42.027, F.A.C., and be approved by SFWMD prior to such termination, dissolution or liquidation.

ARTICLE XVIIAMENDMENT

After Turnover, amendments to these Articles of Incorporation shall require the affirmative vote of the Neighborhood Voting Representatives casting seventy-five percent (75%) of the total votes in the Master Association. Prior to Turnover, amendments to these Articles of Incorporation shall only require a majority vote of the Board of Directors. Amendments to the Articles of Incorporation shall be effective upon approval, filing with the Secretary of State and recording in the Public Records of Lee County, Florida.

ARTICLE XVIIIREGISTERED AGENT AND REGISTERED OFFICE

The name of the initial registered agent shall be Richard G. Cherry and the street address of the registered office of the Master Association shall be Cherry & Spencer, P.A., 1665 Palm Beach Lakes Boulevard, Suite 600, West Palm Beach, Florida 33401.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 31st day of August, 2000.

Richard G. Cherry
Richard G. Cherry, Incorporator

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared RICHARD G. CHERRY, known to me and known by me to be the person described in and who executed the foregoing and who acknowledged before me that he executed the same for the uses and purposes therein expressed. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 31st day of Aug, 2000.

My Commission Expires:

Julie N. Krauss
Notary Public State of Florida

(Official Seal)

FAN: H00-46209

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED

FIRST -- THAT MIROMAR LAKES BEACH AND GOLF CLUB MASTER
ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF
THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT 24810
BURNT PINE DRIVE, BERNWOOD COURTYARD, SUITE 4, BONITA SPRINGS,
FLORIDA 34134.

SECOND -- RICHARD G. CHERRY LOCATED AT CHERRY & SPENCER, P.A.,
1665 PALM BEACH LAKES BOULEVARD, SUITE 600, WEST PALM BEACH, FLORIDA
33401, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE: Richard G. Cherry
RICHARD G. CHERRY, INCORPORATOR

DATE: 8/31/00

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I
HEREBY AGREE TO ACT IN THIS CAPACITY AND I FURTHER AGREE TO COMPLY
WITH PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE
PERFORMANCE OF MY DUTIES.

SIGNATURE Richard G. Cherry
RICHARD G. CHERRY

DATE: 8/31/00

FAN: H00-46209

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EXHIBIT "C"

BY-LAWS

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BY-LAWS
OF
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MASTER ASSOCIATION, INC.

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**MIROMAR LAKES BEACH AND GOLF CLUB
MASTER ASSOCIATION, INC.
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COMMUNITY DEVELOPMENT

BY-LAWS

OF

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**MIROMAR LAKES BEACH AND GOLF CLUB
MASTER ASSOCIATION, INC.**

ARTICLE I

Identity

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Section 1. Name. The name of the corporation is Miromar Lakes Beach and Golf Club Master Association, Inc. (the "Master Association").

Section 2. Principal Office. The initial principal office of the Master Association is at 24810 Burnt Pine Drive, Bernwood Courtyard, Suite 4, Bonita Springs, Florida 34134.

Section 3. Adoption. These By-Laws have been adopted as the By-Laws of the Master Association.

Section 4. Definitions. Terms used in these By-Laws which are defined in the Declaration of Covenants, Conditions, Restrictions and Easements for Miromar Lakes Beach and Golf Club Master Association, Inc. (the "Declaration") shall have the same meaning in these By-Laws as in the Declaration.

ARTICLE II

Powers and Duties of the Master Association
and the Exercise Thereof

The Master Association shall have all powers granted to it by Florida law, the Declaration, the Articles of Incorporation, and these By-Laws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, the Articles, these By-Laws or by law.

ARTICLE III

Membership

The Master Association shall have the following two (2) classes of membership: Class "A" Members and Class "B" Members, as described in the Declaration. Each Owner of a Lot shall be a Class "A" Member of the Master Association. Class "A" Members shall be allocated a vote only on Master Association matters requiring a Membership vote pursuant to the Declaration, Articles of Incorporation, By-laws, or Florida law. The votes of Class "A" Members shall not be cast by the Class "A" Members but shall be cast by Neighborhood Voting Representatives. Members shall not have the right to vote on any

Association matters except as the same are specifically set forth in the Declaration or the same is required by applicable law. The Class "B" Membership shall exist prior to Turnover and shall be held by the Declarant, for Lots which it owns. The Class "B" Member shall be the Neighborhood Voting Representative entitled to cast votes for Lots owned by Declarant and others as provided in the Declaration.

ARTICLE IV

Election of Neighborhood Voting Representatives

Section 1. Neighborhood Committees and Neighborhood Meetings. Within sixty (60) days after ninety percent (90%) of the Homes within a Neighborhood have been conveyed to Persons other than Merchant Builders, the Declarant shall convene a meeting of the Members within such Neighborhood. The presence in person, or by proxy, of a majority of the Members within the Neighborhood shall constitute a quorum. At the first meeting and each yearly meeting thereafter, the Members will elect a Neighborhood Committee for purposes of conducting Neighborhood meetings. After the first Neighborhood meeting, the Neighborhood Committee shall annually convene a meeting of the Members within the Neighborhood for the purpose of electing a successor Neighborhood Committee. Until a Neighborhood Committee is formed, the Declarant (or a Merchant Builder designated by the Declarant) shall be considered the Neighborhood Voting Representative entitled to cast all votes for that Neighborhood.

The number of members on each Neighborhood Committee shall not be less than three (3) nor more than five (5). Each Neighborhood Committee shall annually elect (a) one (1) of its members to serve as the Neighborhood Voting Representative, and (b) one (1) of its members to serve as the Alternate Neighborhood Voting Representative to represent the collective votes of Members within that Neighborhood at all meetings of the Master Association and as to all Master Association matters requiring membership vote. If a Neighborhood has a Neighborhood Association, the elected board of directors of that Neighborhood Association shall serve as the Neighborhood Committee and the president of the board shall serve as the Neighborhood Voting Representative and the vice-president as the Alternate Neighborhood Voting Representative.

ARTICLE V

Meetings of Neighborhood Voting Representatives

Section 1. Date and Place of Meetings. Except as may be required by law or as otherwise authorized by the Board of Directors, there shall not be any meetings of the Members. Meetings of the Neighborhood Voting Representatives shall be held on the date and at the place designated by the Board of Directors.

Section 2. Annual Meetings of Neighborhood Voting Representatives. An annual meeting of the Neighborhood Voting Representatives shall be held each year in April. Subject to Article VI, at each annual meeting, the Neighborhood Voting Representatives shall elect the Board of Directors and may conduct such other business as may be properly brought before the meeting.

Section 3. Special Meetings. The President of the Master Association may call special meetings of the Neighborhood Voting Representatives. In addition, it shall be the duty of the President to call a special meeting of the Neighborhood Voting Representatives if so directed by resolution of a majority of the Board of Directors or, if after the Turnover, upon a petition signed by Neighborhood Voting Representatives representing at least twenty-five percent (25%) of the total vote of the Neighborhood Voting Representatives. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Neighborhood Voting Representatives shall be delivered, either personally, or by mail or any other manner complying with law, to each Neighborhood Voting Representative, not more than fifty (50) nor less than twenty (20) days before the date of such meeting, by or at the direction of the President or the Secretary. In addition, such notice shall be posted in a conspicuous place within the Property on the date of its mailing to the Neighborhood Voting Representatives.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to each Neighborhood Voting Representative at his or her address as it appears on the records of the Master Association.

Section 5. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person of Neighborhood Voting Representatives representing fifty percent (50%) of the total votes in the Master Association shall constitute a quorum at all meetings of the Master Association. No quorum will be necessary if no matters are to be voted upon by Neighborhood Voting Representative.

Section 6. Adjournment of Meetings. If any meeting of Neighborhood Voting Representatives cannot be held because a quorum is not present, a majority of the Neighborhood Voting Representatives who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Neighborhood Voting Representatives in the manner prescribed in Section 4.

Section 7. Vote Required. When a quorum is present at any meeting, a majority of the votes represented by the Neighborhood Voting Representatives present (in person) at such meeting shall decide any question brought before the meeting, unless the Declaration, the Articles of Incorporation, these By-Laws or any applicable law provides otherwise.

Section 8. Proxies. Neighborhood Voting Representatives may not vote by proxy.

Section 9. Conduct of Meetings. The President shall preside over all meetings of the Master Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 10. Budget Workshop. Each year subsequent to Turnover, the Board of Directors, in October, shall hold a budget workshop meeting which Neighborhood Voting Representatives may attend and comment on the next fiscal year's proposed budget. Neighborhood Voting Representatives shall be provided a minimum of twenty (20) day's notice of the budget workshop along with copies of the proposed budget. There shall be no requirement that a quorum of Neighborhood Voting Representatives attend the budget workshop, and it shall not be necessary that Neighborhood Voting Representatives vote to approve the budget. Any Neighborhood Voting Representatives present at the budget workshop may require the President to call a vote of the Neighborhood Voting Representatives present at such workshop. Such vote shall be for the sole purpose of determining whether the budget will be disapproved in accordance with the Declaration. No Budget Workshop or Neighborhood Voting Representatives vote for approval or disapproval of a budget will be held prior to the Turnover.

Section 11. Open Meetings. Members may attend, but may not vote, at any meeting of the Neighborhood Voting Representatives. A Member shall have no right to speak or participate in discussions at a meeting of Neighborhood Voting Representatives, unless permission is granted by the officer presiding at the meeting and then subject to time and subject matter limitations imposed by the Board.

ARTICLE VI

Election of Board of Directors

Section 1. Number of Directors. The governance and administration of the affairs of the Master Association shall be vested in a Board of Directors. The number of directors of the Master Association shall be not less than three (3) nor more than nine (9). The initial Board shall consist of the three (3) persons named in the Articles of Incorporation.

Section 2. Election or Appointment of Directors. Until Turnover, the Declarant shall have the right to appoint all the Members of the Board of Directors. The Declarant shall initially appoint the three (3) persons who shall serve as the initial Board of Directors. At the first annual meeting of Neighborhood Voting Representative to occur after the conveyance of ninety percent (90%) of the Lots, in all phases, to Owners (other than Merchant Builders), or such earlier date as determined by the Class "B" Member in its sole and absolute discretion, the Board shall be established at an odd number equal to the number of directors to be elected by the Neighborhood Voting Representatives, which number shall be no more than nine (9). The Declarant shall call for an election which shall be held within eighty (80) days after the conveyance of ninety (90%) of the Lots, in all phases of the Community, to Owners (other than Merchant Builders). On the date specified by the Declarant, which shall be within ten (10) days of the closing of the election and the counting of the ballots (the "Turnover"), the following shall occur: (a) the existing directors shall resign; (b) the directors elected by the Members shall take office; and (c) the Class "B" Membership shall terminate and be converted to a Class "A" Membership. The Declarant may, in its sole and absolute discretion, permit the Neighborhood Voting Representatives to elect a portion of the directors earlier than the Turnover.

Directors elected by the Neighborhood Voting Representatives shall serve for annual terms (except the Board of Directors elected at Turnover who shall serve until the next annual meeting) and shall be elected by Neighborhood Voting Representatives at large. Elections by Neighborhood Voting Representatives shall be by sealed ballot in accordance with policies and procedures adopted by the Board of Directors. After Turnover, ballots shall not be due until the close of the annual meeting, and shall be tallied promptly after the closing of balloting.

In addition to any directors elected by the Neighborhood Voting Representatives representing the Class "A" Member, the Declarant shall have the right to appoint, after Turnover, one (1) director until such time as ninety-five percent (95%) of the Lots in all phases of the Community are conveyed to persons other than Merchant Builders.

For purposes of this Section the total number of Lots within the Community shall be considered two thousand six hundred (2,600), unless additional property is added to the Declaration, in which event, the number of Lots designated and the Site Plan for such additional property shall be added to the foregoing. This density is the maximum currently permitted under the governmental approvals authorizing development of the Community. **NO REPRESENTATION OR WARRANTY IS MADE THAT, UPON BUILDOUT, THE COMMUNITY WILL BE DEVELOPED WITH THIS NUMBER OR A SUBSTANTIALLY SIMILAR NUMBER OF LOTS.** The actual number of Lots may be more or less than the estimate, which difference may be material. The estimate may be revised by the Declarant by written notification to the Master Association.

Section 3. Qualifications for Election. Except with respect to appointed directors, all directors shall be Members.

Section 4. Nomination of Directors. Immediately prior to the Turnover and each year thereafter, the Board of Directors will appoint an Nominating Committee consisting of three (3) Members who are not on the Board. The Nominating Committee will review and approve candidates for inclusion on the ballot to be mailed to Neighborhood Voting Representatives.

The names of any nominees approved by the Nominating Committee, after having been certified by the Secretary or any other officer, that they are qualified for election and have been nominated in accordance with the provisions of these By-Laws and the policies adopted by the Nominating Committee shall be included in any ballot mailing to the Members. All candidates shall have a reasonable opportunity to communicate their qualifications to the Neighborhood Voting Representatives through inclusion of a brief resume with the ballot package. The Nominating Committee may develop a standard resume form and dictate maximum resume length, which shall be uniform for all candidates.

Nominations from the floor of the Annual Meeting of Neighborhood Voting Representatives shall also be permitted. "Write-in" candidates are also permitted.

Candidates seeking nominations or family members of candidates seeking nomination may not sit on the Nominating Committee. The Nominating Committee shall approve, at a minimum, if sufficient candidates are available, a minimum of two candidates for each position on the Board.

Section 5. Removal of Directors and Vacancies. Any director appointed may be removed, with or without cause, only by the party entitled to appoint the director. Any director elected by the Neighborhood Voting Representatives may be removed, with or without cause, by a petition signed by a majority of the Neighborhood Voting Representatives who were entitled to elect such director. Upon removal of an elected director by Neighborhood Voting Representatives, a successor shall be elected by the Neighborhood Voting Representatives to fill the vacancy for the remainder of the term of such director.

Any elected director who has three (3) consecutive un-excused absences, as determined by the Board, from Board meetings or any elected director who is delinquent in the payment of any Assessment or other charges due the Master Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the remaining directors. In the event of the death, disability, or resignation of a director elected by the Neighborhood Voting Representatives, the members of the Board may elect a successor to fill the vacancy for the remainder of the term of such director. The Declarant shall replace its appointed directors upon death, disability, removal or resignation.

Section 6. Compensation. No director shall receive a salary or any other compensation whatsoever from the Master Association for acting as such, but shall, subject to Board approval, be entitled to be reimbursed for expenses reasonably incurred on behalf of the Master Association.

Section 7. Fiduciary Duty. The directors shall act in good faith in a manner they reasonably believe to be in the best interests of the development, sale and continued operation of the Community and the purpose of the Master Association.

ARTICLE VII

Meetings of Board of Directors

Section 1. Organizational Meeting. The organizational meeting of the Board of Directors shall be held within ten (10) days after the annual meeting of the Neighborhood Voting Representatives at such time and place as shall be fixed by the Board of Directors.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. The Board of Directors shall be required to meet one time per year, provided commencing with the Turnover, at least four (4) regular meetings shall be held during each fiscal year with at least one (1) per quarter, provided, however, that the annual meeting shall constitute a regular meeting. Notice of the time and place of any meeting shall be posted in a conspicuous place within the Community at least forty-eight (48) hours prior to the time of the meeting, unless the meeting is an emergency special meeting. At such time as the Master Association has one hundred (100) or more Members, notice of meetings of the Board of Directors may be published in community publications or through electronic media or in the alternative the Board may provide members with a pre-arranged schedule of meetings of the Board.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The giving of notice of any special meeting shall comply with the notice provisions set forth in Section 2 of this Article VI.

Section 4. Meetings Concerning Assessments. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the assessments.

Section 5. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the

directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

Section 6. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book containing written records of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings as well as a notation as to any Director who abstained from voting or voted contrary to the prevailing opinion. No votes at any Board of Directors meeting may be by proxy or secret ballot, except that secret ballots may be utilized in the election of officers.

Section 7. Open Meetings. All meetings of the Board shall be open to all Members and Neighborhood Voting Representatives, but Members and Neighborhood Voting Representatives other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director and granted by the President. In such case, the President may limit the time any Member or Neighborhood voting Representative may speak. Meetings between the Board and counsel protected by privilege can be closed to Members. Any minutes of such meetings thereof, shall be kept confidential.

Section 8. Telephone Meetings. Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating director and any member in attendance can hear and be heard by all other participating directors.

ARTICLE VIII

Officers

Section 1. Officers. The officers of the Master Association shall be a President, Vice President, Secretary, and Treasurer to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary or President and Treasurer.

Section 2. Election, Term of Office and Vacancies. The officers of the Master Association shall be elected annually by the Board of Directors at the organizational meeting of the Board of Directors. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by a majority vote of the Board of Directors in the sole discretion of the Board and the removal of a director who also is an officer shall automatically act as a removal from such director's position as an officer.

Section 4. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified in the notice and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

ARTICLE IX

Duties of Officers

The officers of the Master Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as are from time to time specifically conferred or imposed by the Board of Directors.

Section 1. President. The President shall be the chief executive officer of the Master Association and shall:

(a) Act as presiding officer at all meetings of the Neighborhood Voting Representatives and the Board of Directors.

(b) Call special meetings of the Neighborhood Voting Representatives and the Board of Directors.

(c) Sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, subleases and other instruments on behalf of the Master Association, except those which the Board of Directors specifies may be signed by other persons.

(d) Perform all acts and duties usually required of a chief executive to ensure that all orders and resolutions of the Board of Directors are carried out.

(e) Act as an ex-officio member of all committees and render an annual report at the annual meeting of Neighborhood Voting Representatives.

Section 2. Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally, and exercise other powers and perform other duties as shall be prescribed by the directors.

Section 3. Secretary. The Secretary shall have the following duties and responsibilities:

(a) Attend all regular and special meetings of the Neighborhood Voting Representatives and the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

(b) Have custody of the corporate seal, if any, and affix the same when necessary or required.

(c) Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings and keep membership books.

(d) Have custody of the minute book of the meetings of the Board of Directors and Neighborhood Voting Representatives and act as agent for the transfer of the corporate books.

Section 4. Treasurer. The Treasurer shall:

(a) Receive monies as shall be paid into his hands for the account of the Master Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for disbursements and be custodian of all contracts, leases and other important documents of the Master Association which he shall keep or cause to be kept safely deposited.

(b) Supervise the keeping of accounts of all financial transactions of the Master Association in books belonging to the Master Association and deliver the books to his successor. The Treasurer shall prepare and distribute to all of the members of the Board of Directors prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Master Association from the preceding year. The Treasurer shall make a full and accurate report on matters and business pertaining to his office to the Neighborhood Voting Representatives at the annual meeting and make all reports required by law.

(c) The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Master Association. In the event the Master Association enters into a management agreement, it shall be proper to delegate any or all of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE X

Committees

Section 1. Committees. The Board of Directors, may, from time to time, appoint committees to provide advice and recommendations, provided no committee will have the duty or power to negotiate or otherwise act on behalf of the Master Association, its management or the members of the Master Association. The Board of Directors will have

the final authority on all matters concerning the Master Association, and the Members of the Master Association. Any committee appointed by the Board shall perform such tasks, serve for such periods, and operate in accordance with the terms of a resolution adopted by the Board.

Section 2. Powers of Committees. The several committees shall act only as committees and the individual members thereof shall have no power or authority to act on behalf of the Board or the Master Association.

ARTICLE XI

Discipline

Section 1. Enforcement. The Board of Directors or its delegate shall have the power to impose reasonable fines against an Owner and an Owner's tenants, guests, and invitees, to the full amount permitted by the Florida law, which shall constitute an automatic and continuing lien upon the Lot of the violating Owner. A fine may be levied by the Board of Directors on the basis of each day of a continuing violation, with a single notice and opportunity to be heard as provided below. The Board of Directors shall have the power to suspend an Owner's right and the right of an Owner's tenants, guests or invitees to use the Common Areas and the right of an Owner to vote and to preclude contractors, subcontractors, agents and other invitees of an Owner or occupant from the community for violation of any duty imposed under the Declaration or these By-Laws; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit an Owner's or tenant's vehicular and pedestrian ingress and egress to or from their Lot, including, but not limited to the right to park. In the event that any occupant of a Lot violates the Declaration, these By-Laws or the Rules and Regulations, and a fine is imposed, the fine shall first be assessed against the occupant residing therein; provided, however, if the fine is not paid by the occupant within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Master Association. Fines may be levied on a daily or periodic basis for continuing violations, each such day or period being deemed a separate violation. Fines are considered Benefit Assessments. The failure of the Board of Directors to enforce any provision of the Declaration or By-Laws shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

Section 2. Notice. Prior to imposition of any sanction hereunder which involves a fine or exclusion from access to use of any portion of the Property for a period in excess of fourteen (14) days, the Board of Directors or its delegate shall serve the accused with written notice describing (i) the general nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged violator may present a written request to the Board of Directors for a hearing, and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a hearing has been requested within the fourteen (14) day notice. A hearing shall not be required for suspension for failure to pay amounts owed to the Master Association in a timely manner.

Section 3. Hearing. If a hearing is requested within the allotted fourteen (14) day period, the sanction shall, unless the Board determines otherwise for health, safety or welfare, be stayed pending the hearing, which shall be held before a committee comprised of at least three (3) members appointed by the Board who are not officers, directors or employees of the Master Association, or the spouse, parent, child, brother or sister of an officer, director or employee. The committee shall set the date and time of the hearing which shall be within ten (10) days of the receipt of the notice requesting a hearing. Hearings shall be informal and provide the accused an opportunity to explain or resolve his acts or omissions. The Master Association shall not be required to provide any evidence or testimony at a hearing. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The committee shall have the power and authority to impose the sanction or reduce the sanction, but may not increase the sanction approved by the Board of Directors or its delegate. Proof of proper notice shall be placed in the records of the Master Association. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused appears at the hearing. The minutes of any meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

Section 4. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Master Association may elect to enforce any provisions of the Declaration, these By-Laws or the Rules and Regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the violator shall pay all costs, including reasonable attorneys' and paralegals' fees actually incurred by the Master Association.

ARTICLE XII

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Master Association shall commence upon the first day of January and conclude on the thirty-first day of December.

Section 2. Depositories. The funds of the Master Association shall be deposited in such accounts as may be selected by the Board of Directors, including without limitation checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. The funds shall be used only for lawful purposes of the Master Association.

Section 3. Expenses. The receipts and expenditures of the Master Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices as set forth in Section 7 below.

Section 4. Reserve Accounts. The Master Association may, but shall not be required to, establish and maintain an adequate reserve account for the periodic maintenance, repair and replacement of the Area of Common Responsibility.

Section 5. Budget. The Board of Directors shall adopt budgets each fiscal year as provided in the Declaration. The Master Association shall provide each Neighborhood Voting Representative with a copy of the budgets and shall provide to each Member a written notice that a copy of the budgets are available upon request at no charge to the Member.

Section 6. Fidelity Bonds. The Master Association shall, if available at a reasonable cost, purchase blanket fidelity bonds for all directors, officers and employees of the Master Association and for any management agent who controls or disburses funds of the Master Association and any contractor handling or responsible for Master Association funds. The following provisions shall govern the Master Association's purchase of the bonds.

- (i) Each fidelity bond purchased by the Master Association shall name the Master Association as an obligee of the bond.
- (ii) The premiums for bonds shall be paid by the Master Association.
- (iii) The fidelity bonds shall cover the maximum funds that will be in the custody of directors, officers or employees of the Master Association, or a management agent, at any time while the bonds are in force.
- (iv) Each bond shall include a provision requiring ten (10) days' written notice to the Master Association before the bond can be canceled or substantially modified for any reason.

Section 7. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (i) accrual accounting (exclusive of depreciation and amortization), as defined by generally accepted accounting principles, shall be employed in connection with financial statements prepared by the Master Association;
- (ii) accounting controls should conform to generally accepted accounting principles;

- (iii) cash accounts of the Master Association shall not be commingled with any other accounts;
- (iv) no remuneration shall be accepted by a manager from vendors, independent contractors, or others providing goods or services to the Master Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise;
- (v) any financial or other interest which a manager may have in any firm providing goods or services to the Master Association shall be disclosed promptly to the Board of Directors;
- (vi) commencing at the end of the month in which the first Lot is sold, financial reports shall be prepared for the Board at least annually containing:
 - a. an income statement reflecting all income and expense activity for the preceding period on an accrual basis (excluding depreciation and amortization);
 - b. variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
 - c. a balance sheet as of the last day of the preceding period; and
 - d. a delinquency report listing all Owners who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such Assessments which remain delinquent (An Assessment shall be considered delinquent fifteen (15) days after the date due unless otherwise determined by the Board of Directors);
- (vii) an annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall not be required to be audited by a Certified Public Accountant, provided the Board may authorize an audit as a Common Expense;
- (viii) Accounting records of the Master Association shall be maintained for at least seven (7) years after the date of the records.

Section 8. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Master Association shall be executed by the President and Secretary or by such other members of the Board, officers of the Master Association, or agents of the Master Association, as may be designated by resolution of the Board of Directors.

Section 9. Books and Records.

(a) Inspection by Owners and Mortgagees. The Declaration; Articles of Incorporation; By-Laws; Rules and Regulations; Supplements; Amendments to the Declaration, Articles of Incorporation, By-Laws; membership register; financial and accounting records; minutes of meetings of the Neighborhood Voting Representatives, the Board, and committees; current insurance policies; association contracts; and copies of plans, permits, warranties, and other items provided by the Declarant, shall be made available for inspection and copying by any Mortgagee, Owner or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as an Owner at the office of the Master Association. Such records shall include a record of receipts and expenditures and accounts for each Owner, which accounts shall designate the names and addresses of the Owners, the due dates and amount of each Assessment, the amounts paid upon the account and the balance due. Accounts of Owners shall only be available for inspection by the Board, the officers and the Owner or such Owner's Mortgagee, unless otherwise required by law. Minutes of grievance hearings will not be released to any Person other than the Person subject to the disciplinary action unless required by law. Books and records of the Master Association may be kept at the Master Association office at the Properties or off-site at the office designated by the Declarant. Books and records of the Master Association shall be maintained for a period of at least seven (7) years after the date of the books and records.

(b) Rules for Inspection. The Master Association shall make the foregoing records available for inspection and/or copying within ten (10) business days after written request for inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Master Association and the physical properties owned or controlled by the Master Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Master Association.

Section 10. Insurance. The Master Association shall procure, maintain and keep in full force and effect insurance as may be required by the Declaration to protect the interests of the Master Association and the Owners.

ARTICLE XIII

Miscellaneous

Section 1. Management.

The Master Association may retain a management company or manager to perform any or all of its functions. The Board of Directors and/or officers may delegate such authority to the management company or manager as is deemed appropriate by the Board of Directors and/or officers from time to time.

Section 2. Parliamentary Rules. Robert's Rules of Order (then current edition) shall govern the conduct of Master Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Construction. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration and/or these By-Laws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Validity. If any By-Law or Rule or Regulation is adjudicated to be invalid, such fact shall not affect the validity of any other By-Law or Rule or Regulation. Any By-law or Rule and Regulation that violates law shall be interpreted by the Board of Directors to be consistent with law and to the extent possible to maintain the intention of the original By-law or Rule and Regulation provision.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

- (i) if to an Owner or Member, at the address which the Owner or Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of the Owner or Member; or
- (ii) if to the Master Association, the Board of Directors, or the Manager, at the principal office of the Master Association or the manager, if any, or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

Section 6. Amendments. The Board of Directors may amend these By-Laws in its sole and absolute discretion. Amendments to the By-laws shall be effective upon adoption and recording in the Public Records of Lee County, Florida.

Section 7. Rules and Regulations. The Master Association, through the Board of Directors, shall adopt Rules and Regulations consistent with the rights and duties established by the Declaration. The Rules and Regulations as amended, duly adopted by the Board, shall by reference be incorporated herein.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am duly elected and acting Secretary of the Miromar Lakes Beach and Golf Club Master Association, Inc., a Florida not-for-profit corporation ("Association").

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 11th day of December, 2000.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal this 11th day of December, 2000.


Secretary

(Seal)

ADD 2012-00110

RECEIVED
OCT 24 2012

COMMUNITY DEVELOPMENT

EXHIBIT "D"

**LEGAL DESCRIPTION OF ANTICIPATED PROPERTY TO
BE SUBJECTED TO THIS DECLARATION IN THE FUTURE**

[Metes and bounds description]

ADD 2012-00110

RECEIVED
OCT 24 2012

COMMUNITY DEVELOPMENT

LEGAL DESCRIPTION
ALICO
488 ACRE PARCEL

A PORTION OF SECTIONS 13, 23 AND 24, TOWNSHIP 46 SOUTH, RANGE 25 AND SECTION 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE ALONG THE SOUTH LINE OF SAID SECTION 24 S.89°28'32"W. FOR 5249.70 FEET TO THE SOUTHWEST CORNER OF SECTION 24; THENCE ALONG THE SOUTH LINE OF SECTION 23 N.89°44'39"W. FOR 501.52 FEET TO THE EASTERLY RIGHT-OF-WAY OF BEN HILL GRIFFIN PARKWAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N.00°49'43"W. FOR 603.03 FEET; THENCE NORTHERLY ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE WESTERLY HAVING FOR ITS ELEMENTS A RADIUS OF 1474.99 FEET TO A CENTRAL ANGLE OF 13°11'00", A CHORD DISTANCE OF 338.63 FEET TO A CHORD BEARING N.07°25'12"W., AN ARC DISTANCE OF 339.38 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE N.89°31'18"E. FOR 749.99 FEET; THENCE N.00°15'50"E. FOR 636.77 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE NORTHERLY HAVING FOR ITS ELEMENTS A RADIUS OF 730.00 FEET, A CENTRAL ANGLE OF 35°40'57", A CHORD DISTANCE OF 447.31 FEET, A CHORD BEARING S.75°14'13"W., AN ARC DISTANCE OF 454.63 FEET; THENCE N.86°55'19"W. FOR 66.79 FEET; THENCE WESTERLY ALONG THE ARC OF A TANGENT CIRCULAR CONCAVE SOUTHERLY HAVING FOR ITS ELEMENTS A RADIUS OF 410.00 FEET TO A CENTRAL ANGLE OF 34°15'41", A CHORD DISTANCE OF 241.53 FEET, A CHORD BEARING S.75°56'51"W., AN ARC DISTANCE OF 245.17 FEET; THENCE S.58°49'00"W. FOR 196.76 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE AND A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE SOUTHWESTERLY HAVING FOR ITS ELEMENTS A RADIUS OF 1474.99 FEET TO A CENTRAL ANGLE OF 03°06'29", A CHORD DISTANCE OF 80.00 FEET, A CHORD BEARING N.31°11'00"W., AN ARC DISTANCE OF 80.01 FEET; THENCE N.58°49'00"E. FOR 161.24 FEET; THENCE EASTERLY ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE SOUTHERLY HAVING FOR ITS ELEMENTS A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 34°15'41", A CHORD DISTANCE OF 288.66 FEET, A CHORD BEARING N.75°56'51"E., AN ARC DISTANCE OF 293.01 FEET; THENCE S.86°55'19"E. FOR 96.15 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY HAVING FOR ITS ELEMENTS A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF

SHEET 1 OF 6

ADD 2012-00110

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COMMUNITY DEVELOPMENT

67°16'23", A CHORD DISTANCE OF 742.26 FEET, A CHORD BEARING N.59°26'29"E., AN ARC DISTANCE OF 786.67 FEET; THENCE N.25°48'18"E. FOR 141.21 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE SOUTHEASTERLY HAVING FOR ITS ELEMENTS A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF 24°56'30", A CHORD DISTANCE OF 207.30 FEET, A CHORD BEARING N.38°16'32"E., AN ARC DISTANCE OF 208.95 FEET; THENCE N.31°47'37"W. FOR 9.58 FEET; THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF THE FLORIDA GULF COAST UNIVERSITY FOR THE FOLLOWING FIVE (5) DESCRIBED COURSES:

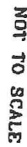
- 1) N.62°11'53"E. FOR 2704.05 FEET; THENCE
- 2) N.21°20'50"E. FOR 1025.79 FEET; THENCE
- 3) N.02°13'31"W. FOR 339.05 FEET; THENCE
- 4) N.73°40'08"E. FOR 497.73 FEET; THENCE
- 5) N.84°27'10"E. FOR 648.96 FEET; THENCE

N.20°19'20"W. FOR 155.37 FEET; THENCE N.04°47'10"W. FOR 137.24 FEET; THENCE N.10°20'25"E. FOR 89.58 FEET; THENCE N.88°40'48"W. FOR 108.51 FEET; THENCE N.35°22'24"E. FOR 61.49 FEET; THENCE N.24°10'35"E. FOR 16.58 FEET; THENCE N.16°58'33"E. FOR 22.30 FEET; THENCE N.01°25'10"W. FOR 17.20 FEET; THENCE N.02°00'52"E. FOR 22.73 FEET; THENCE N.10°34'22"E. FOR 27.69 FEET; THENCE N.08°31'29"E. FOR 27.56 FEET; THENCE N.04°17'29"W. FOR 27.54 FEET; THENCE N.03°50'00"E. FOR 32.88 FEET; THENCE N.05°16'54"E. FOR 34.74 FEET; THENCE N.14°36'53"W. FOR 12.71 FEET; THENCE N.49°59'45"W. FOR 15.95 FEET; THENCE N.67°08'11"W. FOR 67.75 FEET; THENCE N.67°33'34"E. FOR 68.16 FEET; THENCE N.57°34'58"E. FOR 15.64 FEET; THENCE N.53°45'20"E. FOR 13.61 FEET; THENCE N.58°32'02"E. FOR 11.22 FEET; THENCE N.54°40'50"E. FOR 13.85 FEET; THENCE N.49°36'55"E. FOR 19.09 FEET; THENCE N.57°17'03"E. FOR 14.40 FEET; THENCE N.25°04'13"E. FOR 22.74 FEET; THENCE N.30°25'33"E. FOR 40.77 FEET; THENCE S.70°47'07"E. FOR 50.50 FEET; THENCE N.19°32'42"E. FOR 63.26 FEET; THENCE N.62°41'55"E. FOR 33.33 FEET; THENCE N.60°03'38"E. FOR 27.79 FEET; THENCE N.68°56'32"E. FOR 33.67 FEET; THENCE N.69°27'09"E. FOR 39.32 FEET; THENCE N.76°09'54"E. FOR 38.69 FEET; THENCE N.84°37'56"E. FOR 35.30 FEET; THENCE N.71°01'39"E. FOR 36.05 FEET; THENCE N.56°16'09"E. FOR 22.32 FEET; THENCE N.54°45'23"E. FOR 72.52 FEET; THENCE N.43°40'48"E. FOR 14.33 FEET; THENCE N.36°37'28"E. FOR 31.97 FEET; THENCE N.16°15'53"E. FOR 27.07 FEET; THENCE N.00°14'32"W. FOR 18.58 FEET; THENCE N.01°01'18"W. FOR 22.80 FEET; THENCE N.11°30'29"E. FOR 41.66 FEET; THENCE N.25°25'32"E. FOR 18.52 FEET; THENCE N.29°13'14"E. FOR 12.77 FEET; THENCE N.09°42'26"E. FOR 13.86 FEET; THENCE N.10°10'17"W. FOR 8.24 FEET; THENCE N.25°29'33"W. FOR 11.70 FEET; THENCE N.71°45'42"W. FOR 21.85 FEET; THENCE N.59°03'27"W. FOR 13.21 FEET; THENCE N.37°04'03"W. FOR 27.24 FEET; THENCE N.00°38'43"W. FOR 28.85 FEET; THENCE N.10°12'59"E. FOR 35.02 FEET; THENCE N.01°52'01"E. FOR 31.20 FEET; THENCE N.05°34'22"E. FOR 13.39 FEET; THENCE N.01°01'36"W. FOR 30.61 FEET; THENCE N.15°40'00"W. FOR 27.26 FEET; THENCE N.22°54'25"W. FOR 20.46 FEET; THENCE

N.20°19'15"W. FOR 21.36 FEET; THENCE N.17°17'45"W. FOR 18.27 FEET; THENCE N.25°34'23"W. FOR 16.79 FEET; THENCE N.15°41'23"W. FOR 49.27 FEET; THENCE N.00°29'10"W. FOR 19.63 FEET; THENCE N.65°22'51"E. FOR 39.53 FEET; THENCE N.43°47'29"W. FOR 31.43 FEET; THENCE N.11°37'49"E. FOR 61.39 FEET; THENCE N.56°32'16"E. FOR 65.40 FEET; THENCE S.79°13'23"E. FOR 80.22 FEET; THENCE N.02°10'07"W. FOR 1285.56 FEET; THENCE S.89°36'23"W. FOR 304.60 FEET; THENCE S.56°15'20"W. FOR 201.37 FEET; THENCE S.56°14'53"W. FOR 16.09 FEET; THENCE S.71°30'39"W. FOR 20.89 FEET; THENCE S.46°03'51"W. FOR 57.11 FEET; THENCE S.49°29'40"W. FOR 20.30 FEET; THENCE S.47°16'30"W. FOR 38.97 FEET; THENCE S.35°34'54"W. FOR 18.90 FEET; THENCE S.30°59'13"W. FOR 26.46 FEET; THENCE S.30°57'50"W. FOR 12.03 FEET; THENCE S.24°14'29"W. FOR 48.25 FEET; THENCE S.47°59'41"W. FOR 29.61 FEET; THENCE S.80°50'39"W. FOR 69.13 FEET; THENCE S.81°26'58"W. FOR 44.56 FEET; THENCE S.85°35'19"W. FOR 86.13 FEET; THENCE S.85°58'36"W. FOR 250.30 FEET; THENCE N.90°00'00"W. FOR 52.88 FEET; THENCE S.85°52'53"W. FOR 61.78 FEET; THENCE S.85°27'17"W. FOR 29.97 FEET; THENCE S.85°27'36"W. FOR 25.27 FEET; THENCE N.87°20'13"W. FOR 13.45 FEET; THENCE N.87°24'51"W. FOR 19.39; THENCE N.87°22'03"W. FOR 5.44 FEET; THENCE N.24°14'57"E. FOR 30.44 FEET; THENCE N.14°49'53"W. FOR 6.59 FEET; THENCE N.14°31'45"W. FOR 24.66 FEET; THENCE N.02°11'29"E. FOR 62.11 FEET; THENCE S.76°56'48"E. FOR 27.40 FEET; THENCE S.82°50'47"E. FOR 15.56 FEET; THENCE N.18°18'13"E. FOR 25.87 FEET; THENCE N.04°51'39"W. FOR 21.39 FEET; THENCE N.11°39'28"W. FOR 34.33 FEET; THENCE N.06°54'40"W. FOR 1.91 FEET; THENCE N.19°49'36"E. FOR 438.39 FEET; THENCE S.89°46'43"E. FOR 582.87 FEET; THENCE N.00°07'13"W. FOR 16.52 FEET; THENCE N.25°52'55"W. FOR 362.91 FEET; THENCE N.15°43'44"W. FOR 267.90 FEET; THENCE S.89°46'43"E. FOR 594.04 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE SOUTHWESTERLY HAVING FOR ITS ELEMENTS A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 88°55'56", A CHORD DISTANCE OF 700.49 FEET, A CHORD BEARING S.45°18'45"E., AN ARC DISTANCE OF 776.08 FEET; THENCE S.00°50'47"E. FOR 1447.68 FEET; THENCE S.09°57'20"W. FOR 533.57 FEET TO A POINT ON THE EAST LINE OF SECTION 13; THENCE ALONG SAID EAST SECTION LINE S.00°50'47"E. FOR 957.10 FEET TO THE SOUTHEAST CORNER OF SECTION 13; THENCE ALONG THE EAST LINE OF SECTION 24 S.00°50'13"E. FOR 2639.78 FEET TO THE EAST QUARTER CORNER OF SECTION 24; THENCE ALONG THE EAST LINE OF SECTION 24 S.00°48'26"E. FOR 2643.97 FEET; TO THE POINT OF BEGINNING.

PARCEL CONTAINS 488.12 ACRES, MORE OR LESS.

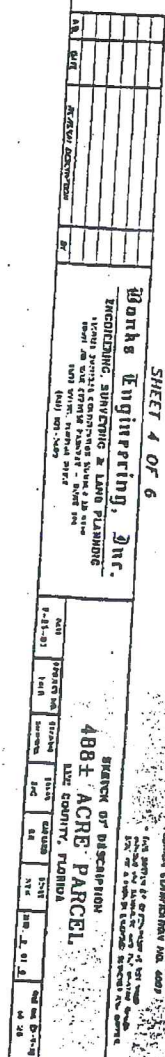
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COMMUNITY DEVELOPMENT

SKETCH OF DESCRIPTION
OF

A PARCEL OF LAND LYING IN
SECTIONS 13, 23 & 24, TOWNSHIP 46 SOUTH, RANGE 25,
AND SECTION 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST,
LEE COUNTY, FLORIDA



OR BK 03343 PG 0425

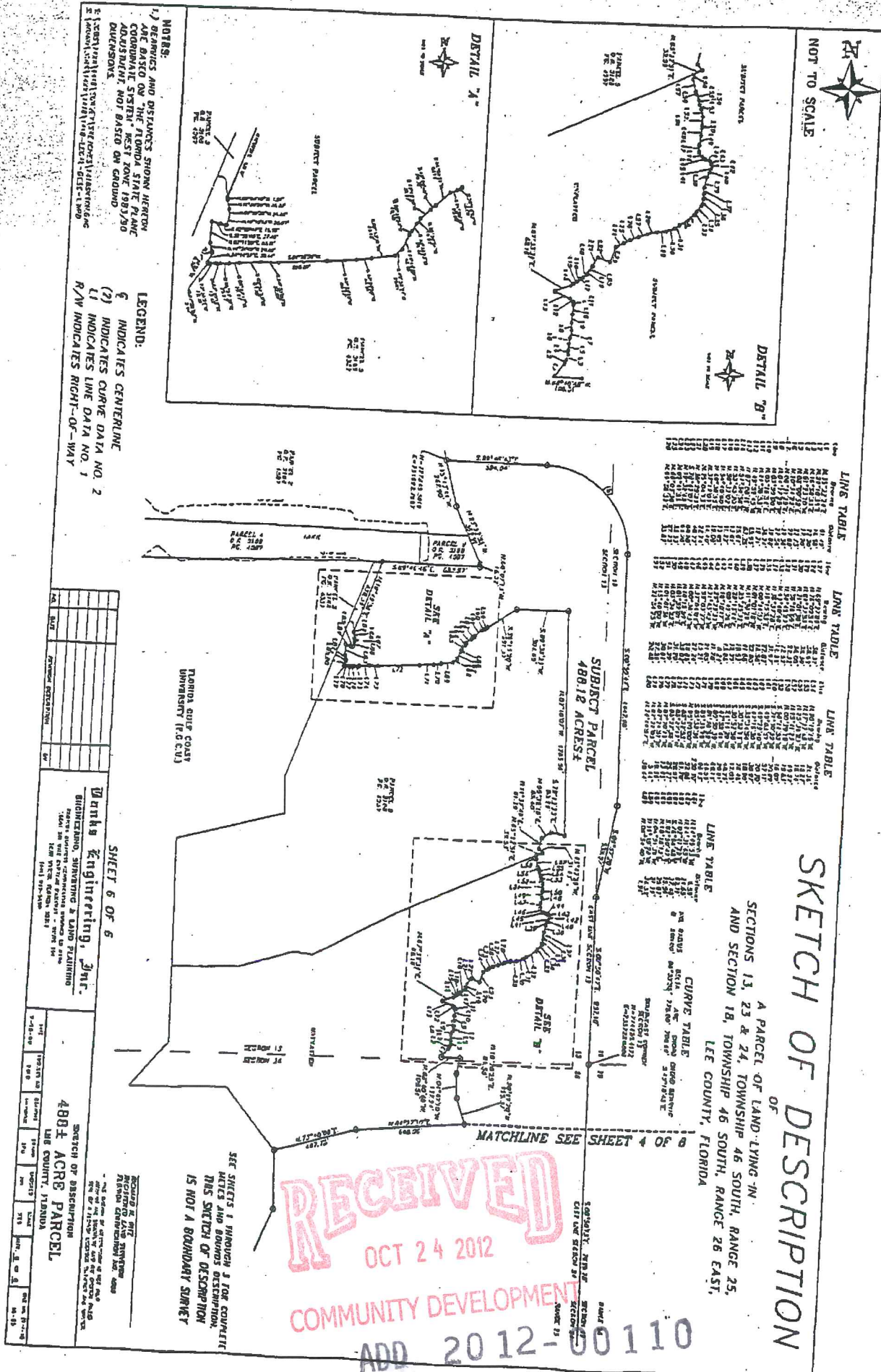


EXHIBIT "E"

LEGAL DESCRIPTION OF SALES CENTER

Tract S-1 of the Plat of Miromar Lakes - Unit One recorded in Plat Book 67, Page 60-13 of the Public Records of Lee County, Florida.

RECEIVED
OCT 24 2012
COMMUNITY DEVELOPMENT
ADD 2012-00110

EXHIBIT "F"

CONSENT OF

**KENNETH D. GOODMAN, AS TRUSTEE OF
MIROMAR REALTY TRUST DATED MAY 16, 2000**

ADD 2012-00110

RECEIVED
OCT 24 2012

COMMUNITY DEVELOPMENT

**CONSENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

MIROMAR LAKES BEACH AND GOLF CLUB

This Consent to Declaration of Covenants, Conditions, Restrictions and Easements ("Consent") is made this 14 day of Dec, 2000, by KENNETH D. GOODMAN, AS TRUSTEE OF MIROMAR EMPIRE REALTY TRUST DATED MAY 16, 2000 ("Consentor"), the fee simple owner of a portion of the real property described on Exhibit "A" to the Declaration of Covenants, Conditions, Restrictions and Easements for Miromar Lakes Beach and Golf Club ("Declaration").

The Consentor hereby consents to and subjects its real property to the covenants, conditions, restrictions and easements contained in the Declaration. It is expressly understood and agreed by Consentor that it has no rights as Declarant under the Declaration.

WITNESSES

"CONSENTOR"

KENNETH D. GOODMAN, AS TRUSTEE OF
MIROMAR EMPIRE REALTY TRUST DATED
MAY 16, 2000

Linda Peterson
Signature
Linda Anderson
Print Name
[Signature]
Signature
TIMOTHY P. BYAL
Print Name

[Signature]
Signature

Print name and address:
Kenneth D. Goodman, Trustee
3838 Tamiami Tr No. #300
Naples FL 34103

STATE OF FLORIDA }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this 14th day of December, 2000, by KENNETH D. GOODMAN, AS TRUSTEE OF MIROMAR EMPIRE REALTY TRUST DATED MAY 16, 2000. He is (X) personally known to me or () has produced _____ as identification.

WITNESS my hand and official seal in the County and state aforesaid this 14th day of December, 2000.

My Commission Expires:



Judith M Seale
Notary Public State of Florida

\\miromar\masterassoc\consent.decl.goodman

ADD 2012-00110
RECEIVED
OCT 24 2012

COMMUNITY DEVELOPMENT

EXHIBIT "G"
CONSENT OF
BREAKWATER CUSTOM HOMES, INC.,
A FLORIDA CORPORATION

ADD 2012-00110

RECEIVED
OCT 24 2012

COMMUNITY DEVELOPMENT

CONSENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

MIROMAR LAKES BEACH AND GOLF CLUB

This Consent to Declaration of Covenants, Conditions, Restrictions and Easements ("Consent") is made this _____ day of _____, 2000, by BREAKWATER CUSTOM HOMES, INC., a Florida corporation ("Consentor"), the fee simple owner of a portion of the real property described on Exhibit "A" to the Declaration of Covenants, Conditions, Restrictions and Easements for Miromar Lakes Beach and Golf Club ("Declaration").

The Consentor hereby consents to and subjects its real property to the covenants, conditions, restrictions and easements contained in the Declaration. It is expressly understood and agreed by Consentor that it has no rights as Declarant under the Declaration.

WITNESSES

Reginald L. Fillmore
 Signature
Reginald L. Fillmore
 Print Name
Teresa M. Cox
 Signature
Teresa M. Cox
 Print Name

"CONSENTOR"

BREAKWATER CUSTOM HOMES, INC.,
 a Florida corporation

By: *Richard A. Cox*
 Title: President

Print name and address:

Richard A. Cox
1750 J & C Blvd. Unit 5
Naples, FL 34109

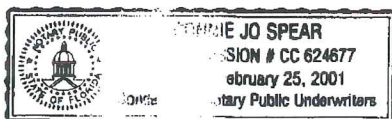
STATE OF FLORIDA)
 COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 14 day of Dec., 2000, by Richard A. Cox, President of BREAKWATER CUSTOM HOMES, INC., a Florida corporation. He/she is ☒ personally known to me or () has produced _____ as identification.

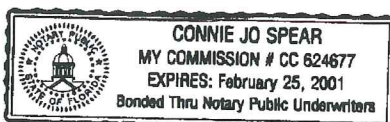
WITNESS my hand and official seal in the County and state aforesaid this 14 day of Dec., 2000.

My Commission Expires:

Connie J. Spear
 Notary Public State of Florida



\\miromar\masterassoc\consent.decl.breakwater



ADD 2012-00110

RECEIVED
 OCT 24 2012

COMMUNITY DEVELOPMENT

EXHIBIT "H"
CONSENT OF
LYONS LAND CORP., L.L.C.,
A FLORIDA LIMITED LIABILITY COMPANY

ADD 2012-00110

RECEIVED
OCT 24 2012

COMMUNITY DEVELOPMENT

**CONSENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

MIROMAR LAKES BEACH AND GOLF CLUB

This Consent to Declaration of Covenants, Conditions, Restrictions and Easements ("Consent") is made this _____ day of _____, 2000, by LYONS LAND CORP., L.L.C., a Florida limited liability company ("Consentor"), the fee simple owner of a portion of the real property described on Exhibit "A" to the Declaration of Covenants, Conditions, Restrictions and Easements for Miromar Lakes Beach and Golf Club ("Declaration").

The Consentor hereby consents to and subjects its real property to the covenants, conditions, restrictions and easements contained in the Declaration. It is expressly understood and agreed by Consentor that it has no rights as Declarant under the Declaration.

WITNESSES

"CONSENTOR"

Irene Schickel
Signature
IRENE Schickel
Print Name
[Signature]
Signature
LOIS CRUFT
Print Name

LYONS LAND CORP. L.L.C.,
a Florida limited liability company
By: [Signature]
Title: Managing Member

Print name and address:

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 13 day of December, 2000, by Bobby Lyons, _____ of LYONS LAND CORP., L.L.C., a Florida limited liability company. He/she is ☒ personally known to me or () has produced _____ as identification.

WITNESS my hand and official seal in the County and state aforesaid this ____ day of _____, 2000.

My Commission Expires:

Judith M Seale
Notary Public State of Florida



ADD 20 12-00110

\\miromar\masterassoc\consent.decl.lyons

RECEIVED
OCT 24 2012
COMMUNITY DEVELOPMENT

EXHIBIT "I"
CONSENT OF
HARBOURSIDE CUSTOM HOMES, INC.,
A FLORIDA CORPORATION

ADD 2012-00110

RECEIVED
OCT 24 2012

COMMUNITY DEVELOPMENT

CONSENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

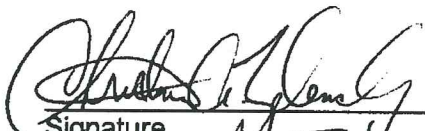
MIROMAR LAKES BEACH AND GOLF CLUB

This Consent to Declaration of Covenants, Conditions, Restrictions and Easements ("Consent") is made this _____ day of _____, 2000, by HARBOURSIDE CUSTOM HOMES, INC., a Florida corporation ("Consentor"), the fee simple owner of a portion of the real property described on Exhibit "A" to the Declaration of Covenants, Conditions, Restrictions and Easements for Miromar Lakes Beach and Golf Club ("Declaration").

The Consentor hereby consents to and subjects its real property to the covenants, conditions, restrictions and easements contained in the Declaration. It is expressly understood and agreed by Consentor that it has no rights as Declarant under the Declaration.

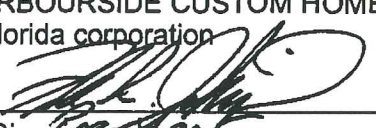
WITNESSES

"CONSENTOR"


 Signature
 Christine A. Zelena
 Print Name

 Signature
 IRENE Schichel
 Print Name

HARBOURSIDE CUSTOM HOMES, INC.,
 a Florida corporation

By: 
 Title: President

Print name and address:

STATE OF FLORIDA)
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this 13th day of December, 2000, by Frank Jenkins, President of HARBOURSIDE CUSTOM HOMES, INC., a Florida corporation. He/she is ☒ personally known to me or () has produced _____ as identification.

WITNESS my hand and official seal in the County and state aforesaid this ____ day of _____, 2000.

My Commission Expires:




 Notary Public State of Florida

ADD 2012-00110

\\miromar\masterassoc\consent.decl.harbourside

RECEIVED
 OCT 24 2012
 COMMUNITY DEVELOPMENT