



INSTR # 5335233 OR BK 3563 PG 2045 REC'D 01/22/02 03:11 PM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY
DEPUTY CLERK C Keller

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE RIVERWATCH HOMEOWNERS ASSOCIATION, INC.

This First Amendment is made this 21 day of December, 2001 by the SEAGO GROUP, INC., a Delaware Corporation, hereinafter called "DEVELOPER".

WHEREAS, the Riverwatch Declaration of Covenants and Restrictions (DECLARATION) is recorded in OR Book 2193 Pages 3913-3950 Public Records, Lee County, Florida and applies to that Exhibit "C" Architectural Planning Criteria, (OR Book 2913 Page 3944-3948) and

WHEREAS, DEVELOPER retained the right to amend the DECLARATION pursuant to Article 10, Amendments of the Declaration (OR Book 2913 Page 3922-3923); and

WHEREAS, DEVELOPER desires to amend Section A Building Construction of Exhibit C, Architectural Planning Criteria by changing the minimum square footage of a building for building not yet approved by the Architectural Review Board (ARB) from "not less than 2,500 square feet" to "not less than 3,000 square feet";

NOW THEREFORE, the DEVELOPER makes the following amendment to the DECLARATION Exhibit C.

1. In Section A) Building Construction, page one of Exhibit C, Architectural Planning Criteria of Riverwatch Homeowners Association of Lee County, Florida, Inc. (recorded in OR Book 2913 Page 3944, Public Records, Lee County, Florida) shall be changed in the third line of that section as follows:

The number of square feet being 2,500 shall be changed to read "not less than 3,000 square feet."

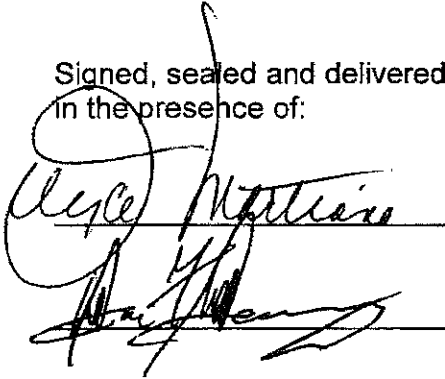
2. That all other sections of the DECLARATION and Amendments thereto shall be interpreted to read and be interpreted with this above change.

3. That this Amendment shall apply to all buildings not approved by the (ARB) as of the date and time of recording of this document in the Public Records of Lee County, Florida.

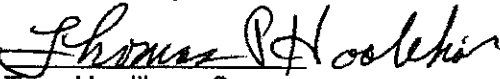
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In all other respects the original DECLARATION is hereby ratified and confirmed.

Signed, sealed and delivered
in the presence of:



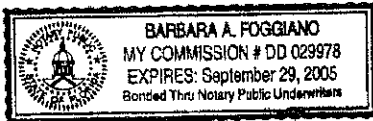
SEAGO GROUP, INC.,
a Delaware Corporation

By 
Tom Hoolihan, Sr.

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 21st day of
December, 2001, by Tom Hoolihan, Sr., who is personally known to me or who
produced FL DL # 450835334180 as identification.

My Commission Expires:




Notary Public

riverwatch\assn business\first amend

DR BK 03563 PG 2046

OR BK 03273 PG 0641

RECORDED 06/28/00 10:41 AM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 19.50
DEPUTY CLERK J Miller

These documents prepared by
Thomas Hoolihan
6121 Rivershore Court
North Fort Myers, FL 33917

1950

First Amendment to the
Riverwatch
Declaration of Covenants and Restrictions

Whereas a Declaration of Covenants and Restrictions for Riverwatch Subdivision was recorded by Seago Group, Inc. on January 27, 1998 and recorded in OR Book 2913 pages 3913 through 3950 and

Whereas Seago Group now wishes to amend said documents in accordance with the amendment procedures set forth in the Declaration and to revise the legal description of said subdivision,

A. Now therefore, the following items are amended;

Item 1.3 on page 1 of said document is hereby amended as follows; "Common Areas" means and refers to all properties (including any and all improvements thereon) which are shown to be Common Areas on the Subdivision Plats (Exhibit B) and include the lakes, the lake maintenance easements, the entrance to the roads including properties in or over which the Association or the owners have easements as well as those which it has a fee interest.

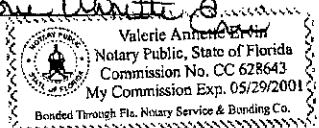
B. The legal descriptions as described and recorded in OR Book 2913 pages 3949, & 3950 are hereby deleted, and replaced by Exhibits A, B & C, which are revised legal descriptions of Riverwatch Phase I, II, and III respectively, which are unchanged except to add a "Point of Beginning."

Thomas Hoolihan
Seago Group, Inc. by
The President, Thomas Hoolihan, Sr.

I hereby certify that on 28th day of JUN 2000 before me, an agent duly authorized to make acknowledgments, personally appeared Tom Hoolihan, President of Seago Group, Inc. and said instrument is to be the free act and deed of said corporation.

Witness my hand and official seal at Ft. Myers, in the county of Lee, the State of Florida, the day and year last aforesaid Valerie Annette

Notary Public



My commission expires: _____



BCI ENGINEERS & SCIENTISTS, INC.
SURVEY & GEODETIC SERVICES

2726 SWAMP CABBAGE COURT
FORT MYERS, FL 33901

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DESCRIPTION OF RIVERWATCH PHASE ONE
A SUBDIVISION RECORDED IN
PLAT BOOK 59, PAGE 68
LEE COUNTY, FLORIDA PUBLIC RECORDS

(TAKEN FROM RECORD PLAT)

COMMENCING AT THE CENTER OF THE CUL-DE-SAC AT THE EASTERLY END OF WALTER HAGEN COURT, N.E. AS SHOWN ON THE RECORD PLAT OF RIVERBEND EAST, PLAT BOOK 34, PAGES 13-15, LEE COUNTY PUBLIC RECORDS; THENCE N.53°40'12"W. FOR 40.00 FEET TO THE CENTERLINE OF SAID WALTER HAGEN COURT, N.E.; THENCE CONTINUE N.53°40'12"W. FOR 25.00 FEET TO THE SOUTHERLY LINE OF TRACT "B", SAID RIVERBEND EAST AND THE POINT OF BEGINNING; THENCE N.36°19'48"E., ALONG SAID SOUTHERLY LINE, FOR 217.62 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 61°08'03", A CHORD BEARING OF N.05°45'46"E. AND A CHORD LENGTH OF 91.54 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 96.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 189°01'18", A CHORD BEARING OF N.69°42'24"E. AND A CHORD LENGTH OF 109.66 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 181.45 FEET TO THE END OF SAID CURVE; THENCE N.74°13'03"E., FOR 128.65 FEET; THENCE S.53°40'12"E., FOR 205 FEET, MORE OR LESS TO THE APPROXIMATE MEAN HIGH WATER LINE OF THE CALOOSAHATCHEE RIVER; THENCE SOUTHWESTERLY ALONG SAID APPROXIMATE MEAN HIGH WATER LINE FOR 450 FEET, MORE OR LESS; THENCE N.53°40'12"W., FOR 226 FEET, MORE OR LESS; THENCE N.36°19'48"E., FOR 16.12 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 62°30'49", A CHORD BEARING OF S.67°35'12"W. AND A CHORD LENGTH OF 67.45 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 70.92 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2.88 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE CENTERLINE OF SAID WALTER HAGEN COURT AS BEARING N.36°19'48"E.

DR BK 03273 PG 0642

EXHIBIT A



BCI ENGINEERS & SCIENTISTS, INC.
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DESCRIPTION OF RIVER WATCH PHASE TWO
A SUBDIVISION RECORDED IN
PLAT BOOK 59 AT PAGE 70,
LEE COUNTY, FLORIDA PUBLIC RECORDS

(TAKEN FROM RECORD PLAT)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 6, TOWNSHIP 44 SOUTH, RANGE 25 EAST AND SECTION 31, TOWNSHIP 43 SOUTH, RANGE 25 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SAM SNEAD LANE, N.E. AND WALTER HAGEN COURT, N.E., AS SHOWN ON THE PLAT OF RIVERBEND EAST, RECORDED IN PLAT BOOK 34 AT PAGES 13 - 15, LEE COUNTY PUBLIC RECORDS; THENCE S.81°00'08"E., ALONG THE CENTERLINE OF SAID WALTER HAGEN COURT, N.E. FOR 136.45 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 62°40'04", A CHORD BEARING OF N.67°39'50"E. AND A CHORD LENGTH OF 78.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 82.03 FEET TO THE END OF SAID CURVE; THENCE S.53°40'12"E., FOR 25.00 FEET TO A POINT ON A CURVE TO THE RIGHT, ON THE SOUTHERLY RIGHT OF WAY OF SAID WALTER HAGEN COURT, N.E., HAVING: A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 4°30'18", A CHORD BEARING OF S.38°34'57"W. AND A CHORD LENGTH OF 7.86 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 7.86 FEET; TO THE POINT OF BEGINNING; THENCE S.00°30'08"E., FOR 150.61 FEET; THENCE S.53°40'12"E., FOR 154. FEET, MORE OR LESS TO THE APPROXIMATE MEAN HIGH WATER LINE OF THE CALOOSAHATCHEE RIVER; THENCE SOUTHWESTERLY ALONG SAID APPROXIMATE MEAN HIGH WATER LINE FOR 760 FEET, MORE OR LESS; THENCE N.52°51'31"W., FOR 48 FEET, MORE OR LESS; TO A 4" X 4" CONCRETE PERMANENT REFERENCE MONUMENT WITH A BRASS DISK MARKED "PRM LS4684"; THENCE CONTINUE N.52°51'31"W. FOR 110.00 FEET TO A 4" X 4" CONCRETE PERMANENT REFERENCE MONUMENT WITH A BRASS DISK MARKED "PRM LS4684"; THENCE N.01°08'31"E., FOR 135.51 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 156°50'10", A CHORD BEARING OF N.00 57'26"E. AND A CHORD LENGTH OF 107.76 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 150.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 56°30'53", A CHORD BEARING OF N.51°07'05"E. AND A CHORD LENGTH OF 85.22 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 88.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.22°51'38"E., FOR 195.51 FEET; THENCE N.35°53'32"E., FOR 162.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 67.50 FEET, A CENTRAL ANGLE OF 31°51'34", A CHORD BEARING OF N.51°49'19"E. AND A CHORD LENGTH OF 37.05 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 37.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 22°40'52", A CHORD BEARING OF N.56°24'41"E. AND A CHORD LENGTH OF 19.66 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 19.79 FEET TO THE END OF SAID CURVE; THENCE N.00 30'08"W., FOR 134.76 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 34°08'09", A CHORD BEARING OF N.57°54'10"E. AND A CHORD LENGTH OF 58.70 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE OF WALTER HAGEN COURT, N.E., AN ARC LENGTH OF 59.58 FEET TO THE POINT OF BEGINNING.
PARCEL CONTAINS 149664 SQUARE FEET OR 3.44 ACRES, MORE OR LESS.

OR BK 03273 PG 0643

EXHIBIT B



BCI ENGINEERS & SCIENTISTS, INC.
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DESCRIPTION OF
RIVERWATCH PHASE THREE
A PROPOSED SUBDIVISION
LEE COUNTY, FLORIDA

(TAKEN FROM PRELIMINARY PLAT)

A TRACT OF PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 25 EAST, BEING A PART OF TRACT "B", ACCORDING TO THE PLAT OF RIVERBEND EAST, AS RECORDED IN PLAT BOOK 34, AT PAGE 13 THRU 15 AND A PART OF A PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2257 AT PAGE 1996 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SAM SNEAD LANE, N.E. AND WALTER HAGEN COURT, N.E. AS SHOWN ON THE PLAT OF RIVERBEND EAST, AS RECORDED IN PLAT BOOK 34 AT PAGES 13 THRU 15, LEE COUNTY PUBLIC RECORDS; THENCE S.81°00'08"E. ALONG THE CENTERLINE OF SAID WALTER HAGEN COURT, N.E. FOR 136.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 62°40'04", A CHORD BEARING OF N.67°39'50"E. AND A CHORD LENGTH 78.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE, AN ARC LENGTH OF 82.03 FEET TO THE END OF SAID CURVE; THENCE N.53°40'12"W., FOR 25.00 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF WALTER HAGEN COURT, N.E. (PER SAID PLAT) ALSO KNOWN AS RIVER CLUB COURT; THENCE N.36°19'48"E. ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, FOR 402.98 FEET TO THE POINT OF BEGINNING; THENCE N.07°37'30"W. FOR 244.92 FEET; THENCE N.36°19'48"E. FOR 266.68 FEET; THENCE S.53°40'12"E. FOR 170.00 TO SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE S.36°19'48"W. ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE FOR 443.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 60.323 SQUARE FEET OR 1.38 ACRES, MORE OR LESS.

OR BK 03273 PG 0644

EXHIBIT C

OR BK 03298 PG 4571

RIVERWATCH PHASE THREE

A TRACT OF PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 25 EAST, BEING A PART OF TRACT "B", RIVERBEND EAST, A SUBDIVISION AS RECORDED IN PLAT BOOK 34 AT PAGES 13 THROUGH 15 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SAM SNEAD LANE, N.E. AND WALTER HAGEN COURT, N.E. AS SHOWN ON SAID RECORD PLAT OF RIVERBEND EAST; THENCE S.81°00'08"E. ALONG SAID CENTERLINE OF WALTER HAGEN COURT, N.E. FOR 136.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 62°40'04", A CHORD BEARING OF N.67°39'50"E. AND A CHORD LENGTH 78.00 FEET; THENCE ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 82.03 FEET TO THE END OF SAID CURVE; THENCE N.53°40'12"W., FOR 25.00 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID WALTER HAGEN COURT, N.E.; THENCE N.36°19'48"E. ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, FOR 402.98 FEET TO THE POINT OF BEGINNING; THENCE N.07°37'30"W. FOR 244.92 FEET; THENCE N.36°19'48"E. FOR 266.68 FEET; THENCE S.53°40'12"E. FOR 170.00 FEET TO THE NORTHWESTERLY LINE OF TRACT "A", RIVERWATCH PHASE ONE, A SUBDIVISION AS RECORDED IN PLAT BOOK 59, AT PAGES 68 AND 69, SAID PUBLIC RECORDS; THENCE S.36°19'48"W. ALONG SAID NORTHWESTERLY LINE OF TRACT "A" FOR 193.75 TO THE END OF SAID TRACT "A"; THENCE CONTINUE S.36°19'48"W. ALONG SAID NORTHWESTERLY LINE OF WALTER HAGEN COURT, N.E. FOR 249.25 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 60,323 SQUARE FEET OR 1.38 ACRES, MORE OR LESS.

exhibit A

38899
172.50 R.

4315993

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RIVERWATCH

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made this 27th day of January, 1998
by SEAGO GROUP, INC., a Delaware Corporation, hereinafter "DEVELOPER".

PROPOSED PLAN OF DEVELOPMENT

It is the Developer's intention (although the Developer does not obligate itself to do so) to develop Riverwatch as three subdivisions having a maximum of 22 lots and living units in the following manner:

Phase I - A maximum of 6 single family home lots, a roadway, utilities, and a landscaping buffer. Expenses of operation and maintenance of common area improvements will be shared initially by the Phase I owners and upon the establishment of Phase II, by all owners.

Phase II - A maximum of 10 single family lots, a roadway, utilities and a landscaping buffer. Expenses of maintenance of common area improvements will be shared by all owners.

Phase III - A maximum of 6 single family lots, a roadway, utilities and a landscaping buffer. Expenses of maintenance of common area improvements will be

I. Definitions.

When used hereinafter, the words set forth below shall have the following meanings unless the context requires otherwise:

1.1. "Association" means and refers to The Riverwatch Homeowners" Association, Inc., a nonprofit Florida Corporation, its successors and assigns.

1.2. "Board" or "Board of Directors" means and refers to the Board of Directors of the Association as it exists from time to time.

1.3. "Common Areas" means and refers to all properties (including any and all improvements thereon) which are shown to be Common Areas on the Subdivision Plats (Exhibit "B") and include the lakes, the entrance and the roads including properties in or over which the Association or the owners have easements as well as those to which it has

• RECORD VERIFIED - CHARLIE GREEN, CLERK •
• D.W. SHERWOOD, D.C. •

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a fee interest.

1.4. "Institutional Lender" means and refers to a bank, savings and loan association, insurance company, mortgage company, credit union or pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, a lender generally recognized in the community as an institutional lender, and if the Developer holds a mortgage on one or more of the units, the Developer.

1.5. "Lot" means and refers to the real estate underlying and surrounding a unit and so designated with a number on the Subdivision Plat, but excluding any common areas.

1.6. "Owner" means and refers to the record owner (whether one or more than one person or entity) of a Unit as hereinafter defined.

1.7. "Riverwatch" means and refers to the lands legally described in Exhibit "A" hereto.

1.8. "Unit" means and refers to a constructed dwelling unit (together with any interests in commonly or individually owned real property appurtenant thereto) which is intended to be and may be used and occupied only as a single family residence.

2. Declaration

2.1. General. All Units, the Riverwatch lands and the Common areas shall be held, conveyed, leased, mortgaged, used, occupied and improved subject to the covenants, restrictions, easements and servitudes set forth in this Declaration and the Charter, By-Laws and Rules and Regulations of the Riverwatch Homeowners Association, Inc., all of which are for the purpose of uniformly enhancing and protecting the value and desirability of the Units, and which shall run with the land.

2.2. Effect and Duration. The covenants, restrictions, easements and servitudes shall run with, bind, benefit and burden all properties subject hereto, and shall benefit, burden and be enforceable by and against the Developer, the Association, the Owner of any unit, and the respective legal representatives, heirs, successors and assigns of each for a term of 25 years from their recordation in the Public Records, after which time said covenants shall be automatically extended for successive periods of ten years unless an

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instrument signed by the then Owners of three-fourth of the units has been recorded, agreeing to terminate said covenants and restrictions in whole or in part; provided, however, that no such agreement shall be effective unless made and recorded three years in advance of the effective date of such termination and unless written notice of the proposed agreement is sent to every Owner at least 90 days in advance of any action taken. Termination will cause the then owners of units to become tenants in common of an equal interest in the common areas of the then existing Subdivisions as an appurtenance to their ownership of a unit.

3. The Common Areas

3.1. General. The property located in Lee County, Florida, and which is depicted and described on the Phase I Plat as Tract A and Tract B in Phase II, if built, is hereby declared to be Common Areas.

4. The Association.

4.1. Duties. The Association shall be responsible for the exclusive management, operation and maintenance of the Common Areas and the surface water management system in accordance with its Articles of Incorporation, its Bylaws and this Declaration.

4.2. Membership. Every record Owner of a Lot shall be a member of the Riverwatch Homeowners Association and of the Master Association, known as the Riverbend Homeowners Association of Lee County, Inc. Change of membership in both Associations shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a record title to a Lot in the Subdivisions and the delivery to the Associations of a photocopy of such recorded instrument. The Association may charge the new owner an administrative fee established from time to time by the Board of Directors to cover the costs of changing its records and providing a set of the Documents to such owner, the payment of which shall be secured by a lien as an assessment. Membership in the Associations shall be appurtenant to and inseparable from the ownership of a Unit.

4.3. Voting. Each Unit shall have one full, indivisible vote in all matters. When more than one person holds title to a Unit, all such persons shall be members, the vote for such Unit being exercisable as they among themselves determine, but in no event shall

DR2913 PG3916

more than one vote be cast with respect to any such Unit.

5. Property Rights in the Common Areas.

5.1. Owners' Rights and Easements. As long as this Declaration is in effect, each Owner shall have the following:

5.2. Easement of Enjoyment. All members of the Association shall, subject to the provisions herein, have a right and easement of enjoyment in and to the common areas which shall be appurtenant and shall pass with title to every unit.

5.3. Easement for Repair, Maintenance and Encroachment. Each Lot and the common areas shall be subject to an easement for encroachment created by construction, settling and overhang of all buildings or portions thereof constructed by the developer. An easement for such encroachments as well as for the repair and maintenance of the unit improvements shall exist over and across adjoining Lots. In the event that any structure is partially or totally destroyed, then rebuilt, the owners and the Association agree that minor encroachments on adjacent Lots or on common areas due to construction shall be permitted and that an easement for such encroachments and the maintenance of the structure shall exist. The Association is granted a blanket easement over common areas, Lots and units for repair and maintenance and for carrying out its responsibilities.

5.4. Other Persons Entitled to Use. Subject to reasonable regulations by the Association, the foregoing rights and easements of each Owner may be extended to the members of his immediate family, his lessee, invitees and his social guests residing in the Unit.

5.5. Other Easements.

(a) Fire, law enforcement, health, sanitation and other public service personnel and their vehicles shall have a perpetual non-exclusive easement into, out of and over the Common Areas for the purpose of performing their lawful functions.

(b) Easements over the Common Areas for drainage and public utilities may be granted from time to time by the Association.

(c) There is an easement hereby granted wherever necessary to those companies furnishing utilities to the units, enabling them to place meters on an exterior

DR2913 P63917

wall of any of the Units. There is an easement hereby granted to such companies permitting their utility lines to run beneath each Unit as needed.

6. Maintenance.

The Association shall be responsible for maintaining all of the Common Areas. In addition, this responsibility shall include properly maintaining the grass, trees and other vegetation located on the Common Areas and the Entranceway. The Association specifically shall provide and maintain decorative lighting for the entrance and common areas if installed by the developer. Each owner shall install, maintain and keep lighted during the hours of darkness after sunset each night, a post mounted light in their front yard in a location and of a design approved by the ARB. All of the maintenance shall be ordered by the vote of a majority of the Association's Directors, who may delegate the responsibility of ordering and/or performing the maintenance to one or more management companies.

7. Insurance.

7.1. Coverage.

7.2. Casualty. The Association shall at all times keep the units and the Common Areas insured in an amount equal to the maximum insurable replacement value thereof. The coverage shall afford protection as may be appropriate against:

7.3. Loss or damage by fire or other hazards covered by a standard extended coverage endorsement.

7.4. Such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use to the improvements on the Common Areas including, but not limited to, vandalism and malicious mischief. All or any part of such coverage may be extended to include personal property of the Association as the Board may deem desirable. The coverage shall be written in the name of, and the proceeds shall be payable to, the Association as agent of the owners and shall adjust all losses on their behalf. The premiums shall be included as part of the periodic assessments provided for in Section 9.

7.5. Association's Public Liability. The Association shall at all times maintain a

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policy of comprehensive liability insurance insuring the Association and its agents, the Board and the Owners against liability in connection with the Common Areas in such amounts as the Board may deem desirable, which policy shall include, if obtainable, a cross-liability endorsement. The premiums for such insurance shall be included as part of the periodic assessments provided for in Section 9.

8. Damage to the Common Areas.

The repair and reconstruction of the Common Areas after casualty shall be governed by the following provisions:

8.1. In the event of damage or destruction to the Common Areas, the insurance proceeds are sufficient to effect total restoration, then the Association shall cause the damaged Common Areas to be repaired and reconstructed substantially as they previously existed.

8.2. If the insurance proceeds are within \$10,000.00 of being sufficient to effect total restoration to the Common Areas, then the Association shall cause the damaged Common Areas to be repaired and reconstructed substantially as they previously existed, and the difference between the insurance proceeds and the actual cost shall be levied as an assessment against each of the Owners in accordance with the formula set forth in Paragraph 9.5.

8.3. If the insurance proceeds are insufficient by more than \$10,000.00 to effect total restoration to the Common Areas, then by written consent or vote of a plurality of the Owners, they shall determine whether (1) to rebuild and restore damaged Common Areas in substantially the same manner as they existed prior to damage and to raise the necessary funds in excess of insurance proceeds by levying special assessments against all the Owners pursuant to the formula set forth in Paragraph 9.5.;(2) to rebuild and restore the damaged Common Areas in a manner which utilizes all available insurance proceeds, as well as an additional amount, not in excess of \$10,000.00, assessable to all the Owners as aforesaid but which is less expensive than replacing the damaged Common Areas in substantially the same manner as they existed prior to being damaged; or (3) not to restore the damaged Common Areas and to distribute the available insurance proceeds to the

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Owners of the Units in proportion to their assessment shares as provided in Paragraph 9.5.

8.4. Each Owner shall be liable to the Association for any damage to the Common Areas which may be sustained by reason of the negligence or willful misconduct of such Owner or of his tenants, family or guests. Such liability may be collectible by the Association in the manner provided in Section 9 for the collection of special assessments. The Association reserves the right to charge a special assessment equal to the increase, if any, in insurance premiums directly attributable to the practice and damage caused by such Owner.

9. Assessments

9.1. Covenant to Pay. Each Owner of a unit by accepting a deed, covenants to pay the Association, periodic and special assessments as hereinafter provided. The obligation to pay assessments shall commence initially as of the date title to the Lot is conveyed by the Developer. Developer shall have no obligation to pay assessments on unsold Lots, but will voluntarily subsidize the budget shortfall prior to turnover of the Association in such amounts as the Developer deems appropriate. For the purpose of securing the payment of such assessments, the Association shall have a continuing lien on each Unit. Provided that such liens upon Units shall be inferior to a first mortgage to an institutional lender on the Unit which was made in good faith and for value and which was recorded prior to the Association's filing a claim of lien against the Unit. Each assessment levied upon an Owner shall also constitute a personal obligation of that Owner and, except as otherwise provided herein, an obligation of his successors and assigns. The obligations of each Owner to pay assessments as hereinabove provided shall commence when the first closing of title to a Unit has occurred and a Certificate of Occupancy has been issued by the appropriate governmental authority in respect of such Owner's Unit.

9.2. Purpose. The assessments imposed pursuant to Paragraph 9.1. shall be used exclusively for the operation of the Association and the operation, maintenance, restoration and improvement of the Common Areas as provided in this Declaration and the Association's By-Laws, provided that said purpose shall be liberally construed to promote effectively the welfare, safety and recreational opportunities of the Owners.

DR2913 P63920

9.3. Periodic Assessments. The Board shall fix the amount of the periodic assessments for each fiscal year of the Association (or part thereof if assessments commence on other than the first day of such fiscal year) to be levied against each Owner subject to assessment at least 30 days in advance of such period. The Board may provide in its absolute discretion that the periodic assessments be payable either quarterly or monthly.

9.4. Special Assessments. Special assessments may at any time be levied by the Board upon all Owners subject to periodic assessments for the following described purposes and subject to the following conditions:

9.4.1 For restoration of the Common Areas after casualty, in accordance with Section 8.

9.4.2. For capital improvements upon the Common Areas (including appurtenant or related fixtures and personalty) provided that, except as provided in Paragraph 8.3., any such assessment that is in the aggregate in excess of \$10,000.00 shall also require the vote or written consent of a majority of the Owners subject to such assessment.

9.4.3. To make up deficits in operating and maintenance accounts resulting from inadequate or uncollectible periodic assessments.

9.4.4. A special assessment may be levied against any Unit owner to reimburse the Association for any expense incurred by it as a result of maintenance, repairs or replacements which were made or performed by it with respect to the Common areas and the Units and which were caused or arose from the willful or negligent act or neglect of such Owner, his family, his guests or his invitees.

9.5. Share of Assessments. The periodic assessments provided for in Paragraph 9.3. and the special assessments provided for in Subparagraphs 9.4.1 through 9.4.3 shall be allocated to and assessed against each Unit in equal shares.

9.6. Non-Use. No Owner may exempt himself from personal liability for periodic or special assessments levied by the Association or release his Unit from the liens imposed hereby, by his failure to use the Common Areas or abandonment of his dwelling unit.

OR2913 P63921

9.7. Association's Remedies for Non-Payment

9.8. Interest. Periodic and special assessments that are unpaid for more than ten days after the date they are due shall bear interest at the highest lawful rate (now 18% per annum) from the due date until paid. The Board in its discretion may waive the interest where it determines that circumstances warrant waiver. Such waiver in any given instance shall not affect the right of the Board to require payment on interest in any other instance.

9.9. Enforcement of Lien

9.9.1. Reasonable attorneys' fees incurred by the Association or its agent incident to the collection of an unpaid periodic or special assessment or the enforcement of any lien provided for herein (including attorneys' fees in connection with any review of a judicial or administrative proceeding by appeal or otherwise), together with all sums advanced and paid by the Association or its agent for costs, taxes and payments on account of superior liens or encumbrances which may be required to be advanced by the Association or its agent in order to preserve and protect its lien, shall be payable by the Owner liable for the assessment and secured by said lien.

9.9.2. In addition, the Owner of any Unit with respect to which an assessment is overdue by more than 30 days may be required by the Board to pay the Association a late charge of \$25.00 or 5% of the amount of the delinquent installment, whichever is greater.

9.9.3. The Association may bring an action in its name to foreclose any lien on a Unit in the manner in which mortgages of real property are foreclosed in Florida and may also bring an action to recover a money judgment for unpaid periodic or special assessments without waiving any claim of lien, provided that in either case the Association must give the delinquent Owner at least 30 days' written notice of its intentions, and in case of foreclosure, must file in the Public Records of Lee County, Florida, a claim of lien containing the information required by Section 718.110, Florida Statutes (1989). Upon the timely curing of any default (including the payment of fees and costs secured by the Association's lien) for which a claim of lien was filed, the Owner curing the default is entitled to have a satisfaction of lien recorded upon payment to the Association of a

reasonable fee to be determined by the Association.

9.9.4. No institutional lender that acquires title to a Unit as a result of a foreclosure of a bona fide first mortgage of record thereon or that accepts a deed to a Unit in lieu of foreclosure of a bona fide first mortgage of record thereon shall be liable for the share of periodic or special assessments pertaining to the Unit or chargeable to the former Owner thereof which became due prior to its acquisition of title, unless such share is secured by a claim of lien for periodic or special assessments recorded prior to the recording of the mortgage in question. Any such shares of assessment for which the new Owner is not liable shall be collectible by periodic or special assessments from all the Owners, including the new Owner of the Unit in question. Except as expressly provided hereinabove, every grantee in a voluntary conveyance of a Unit shall be jointly and severally liable for all unpaid periodic or special assessments against the grantor for his share of the assessments including purchasers at a judicial sale, shall be liable for all periodic or special assessments coming due while he is the Owner of a Unit regardless of how his title was acquired.

9.9.5. The remedies provided in this paragraph (b) shall be cumulative and not mutually exclusive.

9.10. Association's Certificate. Each Owner of a Unit and every holder of a mortgage thereon shall have the right to require from the Association a certificate showing the amount of unpaid periodic or special assessments against the Owner with respect to his Unit upon payment to the Association of a reasonable fee not exceeding \$25.00. Any person other than the Owner of the Unit in question who relies upon such certificate shall be protected thereby.

10. Amendments.

This Declaration may be amended by the Association by the affirmative vote or written consent of Owners holding not less than two-thirds of the voting interests; provided, however, that any amendment which would affect the surface water management system, including the water management portions of the common areas must have the prior approval of the South Florida Water Management District. So long as the

Developer owns any Units for sale in the ordinary course of business, the Developer may amend this Declaration, the Charter, By-Laws and Rules and Regulations of the Association without the joinder of any other person; and during such time this paragraph may not be amended without the written joinder and consent of the Developer.

11. Architectural Control.

11.1. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board ("ARB") which shall consist of not less than three (3) members who need not be members of the Association and who shall be appointed by and serve at the pleasure of the Board of Directors of the Association. The Board shall appoint at least one Architect or Building Contractor to the ARB. The majority of the ARB shall constitute a quorum to transact business at any meetings. Any vacancy occurring on the ARB shall be filled by the Board of Directors.

11.2. Necessity of Architectural Review and Approval. In the interest of creating a uniform quality community, the Association reserves the right to approve or disapprove any improvement or structure of any kind including without limitation any building, fence, wall, swimming pool, tennis court, screen enclosure, mail box, boat docks, boat pilings, site lights, or any other improvement or change or modification thereto, including the color; the construction, erection, performance, or replacement of which is proposed upon any Lot in Riverwatch and to approve or disapprove any additions, changes, modifications, or alterations thereto including the removal of any major vegetation. The Architectural Planning Criteria of the Association, attached hereto as Exhibit "E", shall serve as a guide to development of Lots in Riverwatch and is not intended to limit the power or authority of the ARB and the Association to control such development. The ARB shall be permitted to employ aesthetic values in making its determinations.

11.3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

(a) To recommend from time to time to the Board of Directors of the Association modifications or amendments to the Architectural Planning Criteria. Such

modification shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association and the Developer until all lots shall be deeded by the Developer.

(b) To require submission to the ARB of two complete sets of all plans and specifications for any improvements or structure of any kind on any Lot in Riverwatch, including a specific site plan showing the location of the house, other improvements, and any major vegetation to be removed. The ARB may also require submission of samples of building materials proposed for use on any Lot or any other additional information as reasonable necessary for the ARB to completely evaluate the proposed structural improvement in accordance with the Declaration and the Architectural Planning Criteria.

(c) To adopt a reasonable schedule of fees to be paid for by the submitter for processing requests and for reviewing subsequent compliance inspections by the ARB for approval of improvements. Such fees, if any shall be payable to the ARB at the time the plans and specifications are submitted to the ARB for approval. The ARB shall have the right to inspect construction which shall be done by a representative of the Developer or any other knowledgeable person designated by the Board of Directors of the Association, and accompanied by at least one member of the ARB. Such inspection shall take place as follows:

- 1) Stake out of homesite, including corners and house foundation.
- 2) Completion of foundation and/or first portion of structure above grade.
- 3) Completion of first floor slab which shall include a certified elevation survey to be provided by owner.
- 4) Final color and landscaping.

(d) Any person desiring approval of any plans or specifications shall submit the same addressed to the "ARCHITECTURAL REVIEW BOARD", Riverwatch, 6121 River Shore Court, North Fort Myers, Florida 33917 (or such other address as the Board may designate). Approval or disapproval by the Architectural Review Board shall only be evidenced by a written instrument executed by at least one (1) member of the Board,

provided, however, that should the Board fail to act upon any submission to it within thirty (30) days from the receipt thereof by the Board, such inaction shall be deemed approval of the submission. In the event that the Board disapproves any proposed structure or exterior additional change or alteration, the Board shall state with specificity the reasons for the disapproval.

The ARB shall not be held responsible for approving plans that may be inconsistent with local, state, or federal regulations. Any inconsistencies or discrepancies with local, state or federal permits are the responsibility of the Lot owner and home builder.

12. Restrictions

12.1. There are some Lots in Phase II which are considered to be wetlands as defined by various governmental agencies including the U.S. Army Corps of Engineers. Certain restrictions in the wetland areas apply which include prohibiting the removal of native vegetation and any excavation or dumping of fill material. These restrictions do not apply at the locations of the homesite or driveways where the developer has mitigated wetland impacts; or to exempt or pre-authorize activities as defined by federal code or statutory or administrative rules.

12.2. Under an agreement with the South Florida Water Management District and various other governmental agencies, the developer has agreed to remove certain non-native trees and plants, specifically Brazilian Pepper, Malalueca, and Australian Pine. It shall be each lot owners responsibility should any re-growth appear to have such species removed. It shall be the responsibility of the Riverbend Homeowners Association to remove any such species in right of ways or common areas. This agreement may not be modified or recinded without the express approval of the South Florida Water Management District.

12.3. Antenna. No aerial or antenna shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building in Riverwatch without the written approval of the ARB, it being the intent that such service shall be provided by cable television.

12.4. Boats and Motor Vehicles. Passenger automobiles and vans and mini-trucks

DR2913 PG3926

(used for personal transportation and not commercially) are permitted. No boats, boat trailers, commercial vehicles, full sized trucks, campers, motor homes, trailers, motorcycles or other non-passenger motor vehicles shall be placed, parked, or stored upon any portion of a Lot except where totally isolated from public view, such as in a garage.

12.5. Trees. No tree or shrub, the trunk of which exceeds four inches in diameter shall be cut down or otherwise destroyed without the prior expressed written consent of the ARB.

12.6. Owners of waterfront lots shall be responsible for protecting their lots from erosion. Seawalls, rip-rap or sod to the waters edge is acceptable. No docks or structures in the water which impair navigation will be allowed. All dock construction must be approved by the ARB.

12.7. Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion or any Lot unless approved by the ARB.

12.8. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hererof than all such facilities shall be provided within the building to be constructed on a Lot or behind a screened area to be approved by the ARB.

12.9. Landscaping. A basic landscaping plan for each home must be submitted to and approved by the ARB. All shrubs, trees, grass, and planting of every kind shall be kept well maintained, properly cultivated, and free of trash and other unsightly material. Landscaping as approved by the ARB shall be installed no later than sixty (60) days following occupancy of, or completion of, any building, whichever occurs first. All portions of Lots not improved with structures or paving shall be kept as lawns or grass, except those portions planted with trees, shrubs, bushes and other plantings. In addition, all lands forming portions of a public right-of-way, between the boundary of a Lot and the pavement installed within the right-of-way, shall be grassed by the adjacent and abutting Owner and maintained by him as a portion of his lawn. Rock or gravel yards are prohibited.

12.10. Parking and Garage Areas. Adequate off-street parking must be provided for all residential units. Single family residential units must provide at least a two(2) car garage (so designed that the garage doors face the side, and not the front, of the house or the street upon which the house faces) plus additional off-street parking areas for at least two (2) automobiles unless otherwise approved by the ARB. Passenger vehicles shall only be parked on paved driveways.

12.11. Service, Screening, Storage Areas. Garbage and refuse shall be placed in suitable containers which shall be concealed and contained within buildings or shall be concealed by means of a screening wall or materials similar to and compatible with that of the building or buildings on the Lot or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. Unless specifically approved by the ARB, no materials, supplies, or equipment shall be stored on any Lot except inside a closed building or behind a visual barrier which shall screen such areas so that they are not visible from neighboring streets or Lots or common Areas.

12.12. Storage Tanks. No above ground storage tanks, including but not limited to, those used for storage of water, gasoline, oil, or other liquid or gas shall be permitted on the Lot outside of the building except as approved by the ARB.

12.13. Signs. No commercial signs of any kind including "For Rent" or "For Sale" may be erected on any Lot without written approval of the ARB or as may be required by legal proceedings, and it being understood that the ARB will not grant permission for any signs larger than six(6) square feet unless their erection is necessary to avert serious hardship to Owners. In addition, until Developer has sold and closed on all Lots in the subdivisions, all signs must have the prior written approval of the Developer. The provisions of this Section 12.13 shall not be applicable to the Developer during the time it owns one (1) or more Lots in the Subdivision.

12.14. Exterior Materials and Colors. Finish building materials shall be applied to all sides of the exteriors of the buildings. Colors should be harmonious and compatible with colors of natural surrounding and other adjacent buildings. The ARB shall have the sole right to approve or disapprove materials and colors so controlled and may make such

decisions on purely aesthetic grounds, based solely on its own judgment.

12.15. Nuisances. No unsightly growth shall be permitted to grow or remain upon any Lot and no refuse pile or other unsightly object shall be allowed to be placed or remain anywhere thereon. In the event any Owner shall fail or refuse after a thirty(30) day notice mailed to his last known address to keep his Lot free of such unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner and such entries shall not be deemed a trespass. Said expense shall be added to and become part of the assessment to which said Lot is subject.

12.16. Mineral Exploration. The properties shall not be used in any manner to explore for or use commercially any water or other hydrocarbons, minerals of any kind, gravel, earth, soil, or any other such substances located in or under the ground.

12.17. Building Exterior. All windows, porches, balconies, and exteriors of all buildings on any Lot shall at all times be maintained in a neat and orderly manner. Exterior of all homes and other structures must be completed within one (1) year after construction is commenced, except where such completion would result in great hardship to the Owner due to strikes, fires, or natural calamities. No hurricane or storm shutters shall be installed except as approved by the ARB.

12.18. Filling of Lots. No Lot which abuts any waterway or Common Area shall be altered in size by filling nor excavating of such waterway or Common Area. No fill may be placed on any Lot without prior approval of the ARB.

12.19. Docks. The permitting of all docks will require the written consent of the ARB.

12.20. Multiple Lots and Subdividing. Two or more adjacent Lots may be used as a single building site with the approval of the ARB. However, such a site may not be subdivided without the written consent of the Developer, and no single Lot may be subdivided under any circumstance except that the Developer may do so as part of modifying or amending the subdivision plat of the Properties.

12.21. Minimum Building Elevation. The first living floor of any building shall be at the minimum requirement to conform with then existing Federal Flood Insurance

Regulations, but not less than 8.0 feet above mean sea level. Buildings will be elevated on suitable substructure compatible with the design of the home and ARB shall have the authority to restrict the height above sea level to which the ridge of the roof or any element of the building excluding chimneys, flues, and vents on the particular Lots may extend. The purpose of such height restriction is to preserve views and aesthetics for the overall benefit of the community. All second floor rooms shall be within the normal single story roof enclosure. No structure shall exceed thirty-five (35) feet above the finished first floor.

12.22. Utilities and Easements. A six (6) foot easement and right of way is expressly reserved along the side Lot lines of all Lots to permit the construction and maintenance by the developer, its successors and assigns and/or public utility companies of water, gas, drainage, telephone and other services of like nature.

Owners may not grant easements on their Lots without written consent and approval of the Developer or the Association.

12.23. Commencement of Construction and Completion. An owner shall commence construction on his Lot within two (2) years from the date of closing or upon a written waiver from the Developer. If an original owner resells his Lot within the initial two (2) year period, the new owner(s) will be required to commence construction within two (2) years of the date of the closing between the Developer and the original owner. If the owner does not commence construction within that period of time, then the Developer shall have the right to purchase the Lot from the owner at one hundred percent (100%) of the original purchase price. When the construction is once begun, work thereon must be prosecuted diligently and completed within one (1) year. If, for any reason, work is discontinued and there is no substantial progress toward completion for a continuous three (3) month period, then the Association shall have the right to notify the owner of record of the premises of its intentions herein, invade the premises, and take such steps as may be required to correct an undesirable appearance, specifically including the right to demolish a partially completed structure and remove the debris from the Lot; the reason for such correction shall be solely in the discretion of the Association and may include, but not be

limited to, purely aesthetic grounds. The owner in fact of the property shall be liable for all costs incurred in any such action. The total cost thereof will be a lien on his property, which lien may be foreclosed in the manner provided for in those Covenants and the By-Laws.

13. Miscellaneous Provisions.

13.1. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, first class postpaid, to the last known address of the person who appears as the Owner on the records of the Association at the time of such mailing.

13.2. Conditions and Appearance of Units. While it is the responsibility of each Unit Owner to maintain, replace and repair at his own expense his Unit and all appurtenances thereto, including without limitation the roof, air conditioner, sidewalk, stoops, screen porch, pool enclosure, and driveway, the overall appearance and condition of the buildings has a direct effect upon the value of all Units and the desirability of Riverwatch as a residence. Each Unit Owner shall therefore, maintain his Unit in a good safe and presentable condition at all times. Failure to do so shall be grounds for the Association to perform the necessary work at the expense of the offending Owners and to secure payment as a special assessment.

13.3. Enforcement. These covenants and restrictions may be enforced by the Association or any owner by any proceeding at law or in equity against any person or persons including lessee and guests violating or attempting to violate any covenant or restriction, either to restrain the violation, to enjoin compliance, or to recover damages, and against the Units to enforce any lien created by these covenants; and failure by the Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party shall recover costs and reasonable attorneys' fees at all trial and appellate levels.

13.4. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title estate or interest in or to any Unit shall be conclusively deemed to

DR2913 P63931

have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property.

13.5. Topical Headings. The topical headings of the provisions herein are not a part of this Declaration, but are for convenience only, and do not define, enlarge, limit or construe any of the provisions hereof.

13.6. Invalid Provisions. The invalidity of one or more provisions of this Declaration shall not affect the remaining portions hereof.

13.7. Binding Effect. This Amended and Restated Declaration and any further amendments shall be binding upon the Owners, their successors and assigns, whether immediate or remote.

DONE this 27th day of January 1998.

Signs, sealed and delivered in the presence of:

[Handwritten signature]

SEAGO GROUP, INC.,
a Delaware Corporation

[Handwritten signature: Kerry Hoolihan]

By: *[Handwritten signature]*

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27th day of January, 1998, by Tom Hoolihan who is personally known to me or produced as identification.

My commission Expires:

[Handwritten signature: Bette Jo Greenwell]
Signature of Notary Public



BETTE JO GREENWELL
My Comm Exp. 9/13/99
Bonded By Service Ins
No CC495443

[Small text: Affirmation Expires 1/1/00]

EXHIBIT "D"

BY-LAWS

OF

RIVERWATCH HOMEOWNERS ASSOCIATION OF LEE COUNTY, INC.

1. **IDENTITY** - These are the By-Laws of Riverwatch Homeowners Association of Lee County, Inc., a nonprofit Florida Corporation formed for the purpose of administering Riverwatch Subdivisions, which are located at North Fort Myers, Lee County, Florida, upon the lands described in the Declaration of Covenants and Restrictions. (The corporation shall hereafter be referred to as the "Association".)

1.1. **OFFICE** - The office of the Association shall be at the Development, or at such other location in the County as may be determined by the Board of Directors.

1.2. **FISCAL YEAR** - The fiscal year of the Association shall be the calendar year.

1.3. **SEAL** - The seal of the Association shall bear the abbreviated name of the Association, the words "not for profit", the word "Florida," and the year of establishment (1995).

2. MEMBERS' MEETINGS

2.1. **ANNUAL MEMBERS' MEETINGS** shall be held at the Development or at such other convenient location as may be determined by the Directors, during the last week in January as determined by the Directors each year, for the purpose of electing Directors and transacting any business authorized to be transacted by the members.

2.2. **SPECIAL MEMBERS' MEETINGS** shall be held whenever called by the President, Vice President or by a majority of the Board of Directors and when called by written notice from forty percent (40%) of the Association voting interests.

2.3. **NOTICE OF MEMBERS' MEETINGS** - Notice of the annual meeting shall be sent to each unit owner by United States mail, unless waived by attendance or in writing, at least 14 days prior to the annual meeting. An officer of the Association shall execute an affidavit of mailing per which shall be retained in the official

0R2913 P63932

DR2913 P63933

records of the Association as proof of such mailing. Written notice of the meeting shall also be posted in a conspicuous place on the property at least 14 days prior to the annual meeting.

2.4. Unit owners may waive notice of specific meetings, may later join in and consent to action taken at meetings, and may take action by written agreement without meetings provided that no such practice may preclude nominations from the floor for the election of Directors.

2.5. Notice of other special meetings not covered above shall be in writing and delivered or mailed to each member first class, postage prepaid not less than 10 days prior to the meeting.

2.6. All notices of meetings shall state clearly and particularly the time, place, and purpose or purposes of the meeting.

2.7. A QUORUM at members' meetings shall consist of persons entitled to cast a majority of the voting interests of the entire membership. Decisions made by a majority of the voting interests represented at a meeting at which a quorum is present in person or by proxy shall be binding and sufficient for all purposes except such decision as may by Statute or the documents require a larger percentage in which case the percentage required in the Documents or the Statute shall govern.

2.8. EACH UNIT SHALL have one indivisible vote. If multiple owners cannot agree on a vote, the vote shall not be counted. Voting certificates are not authorized.

2.9. PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein or an adjournment thereof and must be filed with the Secretary before or at the meeting. Restricted proxies may be used which direct the proxyholder how to vote on issues. Only members of the Association or the Board of Directors may hold proxies. Provided, however, that a member of a unit owner's immediate family holding a power of attorney from the owner shall be entitled to cast that unit's vote. Immediate family is defined to mean a unit owner's mother, father, sister, brother, son or daughter.

DR2913 P63934

2.10. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. The members may also act by written agreement without meetings when desired.

3. BOARD OF DIRECTORS

3.1. NUMBER, TERM, AND QUALIFICATIONS. The Board of Directors shall initially be composed of three persons who shall be appointed and re-appointed by the Developer and who may only be removed by the Developer. To initiate transition, the Developer may expand the Developer controlled Board to five persons of which two are Lot owners. After turnover, the affairs of the Corporation shall be governed by a Board composed of three or five persons. After turnover, all Directors shall be Members except that the spouse of a member may be a Director. One officer of a corporation, trust, partnership or other such owner entity shall be deemed to be a member so as to be eligible for Board membership. Directors shall be elected by a plurality of the Voting Interests at the annual meeting. In order to provide continuity, at the first annual meeting after turnover, a majority of the members of the Board shall be elected for two (2) years and the balance of Directors elected for one (1) year. Thereafter all Directors shall be elected for two year terms. In addition to elected Directors, the immediate Past President shall be an Ex-Officio Board member for one year, with a voice but without a vote, if not serving as an elected member of the Board.

3.2. The term of each Director's Service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is removed. Any Director except Developer appointed Directors may be removed with or without cause by concurrence of a majority of voting interests of the Association, either by written agreement or at a special meeting of the members called for that purpose only either by a majority of the Board of Directors or by forty percent (40%) of the voting interests.

3.3. Vacancies provided by the removal of directors by the voting interests, vacancies in the Board of Directors occurring between annual meetings of

DR2913 PG3935

members, except Developer appointed Directors, shall be filled by appointment by a majority vote of the remaining Directors.

3.4. THE ORGANIZATION MEETING of each newly elected Board of Directors shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, it shall be held immediately following the annual meeting.

3.5. 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. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph at least forty-eight (48) hours prior to the meeting.

3.6. SPECIAL MEETINGS OF THE DIRECTORS may be called by the President and must be called by the Secretary at the written request of a majority of the Directors. Not less than 48 hours notice of the meeting (except in an emergency) shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7. WAIVER OF NOTICE - Any director may waive notice of a meeting before, at (by attendance) or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8. MEETINGS OF THE BOARD OF DIRECTORS shall be open to all unit owners to attend and listen but not be heard or participate (unless a majority of the Directors consent thereto) and notice of meetings shall be posted conspicuously on the Subdivision property 48 hours in advance for the attention of unit owners, except in an emergency. Meetings at which an assessment is to be considered shall contain a statement of such and its nature.

3.9. A QUORUM AT DIRECTORS' MEETINGS shall consist of a majority of the Directors. The acts approved by a majority of the Directors present at a meeting shall constitute the acts of the Board. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time

DR2913 P63936

until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted upon further notice.

Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

3.10. THE PRESIDING OFFICER at Directors' meetings shall be the President if such an officer has been elected; and if none, then the Vice President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.11. DIRECTORS SHALL SERVE WITHOUT PAY, but shall be eligible for reimbursement for expenses reasonably incurred.

3.12. The Board of Directors shall also mail copies of the proposed annual budget of common expenses to the unit owners not less than 14 days prior to the meeting at which the budget will be considered.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS - All of the powers and duties of the Association existing under Florida Corporate Law, the Declaration of Covenants and Restrictions, the Association Charter and these By-laws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

4.1. TO MAKE AND COLLECT ASSESSMENTS AGAINST members to defray the costs of the development.

4.2. TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.

4.3. THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the common areas, lots and units as provided in the Declaration.

4.4. TO MAKE, AMEND AND ENFORCE RULES AND REGULATIONS concerning the use of the common areas and the units.

4.5. THE RECONSTRUCTION OF IMPROVEMENTS AFTER

DR2913 P63937

CASUALTY and the further improvement of the property.

4.6. TO APPROVE OR DISAPPROVE PROPOSED RECONSTRUCTION, ADDITIONS AND ALTERATIONS in the manner provided by the Declaration.

4.7. TO ENFORCE by legal means the provisions of applicable laws and the Documents.

4.8. TO CONTRACT FOR MANAGEMENT of the Development.

4.9. TO CARRY INSURANCE for the protection of the unit owners and the Association.

4.10. TO PAY THE COST OF ALL UTILITY SERVICES rendered to the Development and not billed to owners of individual units.

4.11. TO EMPLOY PERSONNEL for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12. TO BRING AND DEFEND SUITS MAKE AND EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers and to purchase, own, lease, convey and encumber real and personal property. To grant easements and licenses over the development property necessary or desirable for proper operation of the project.

4.13. THE DIRECTORS MAY, pursuant to F.S. 617.10(3), impose fines not to exceed \$100.00 for each violation, for violations of the Documents, including the Rules and Regulations by owners or their tenants, guests or lessees. Each day of violation shall be a separate violation.

4.14. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the declaration, association

DR2913 P63938

charter, by-laws, or association rules which have allegedly been violated; and

3. A short and plain statement of the matters asserted by the association.

4.15. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the association.

4.16. TO APPOINT COMMITTEES including nominating, executive, and architectural control. All committees and members shall serve at the pleasure of the Board.

5. OFFICERS

5.1. THE EXECUTIVE OFFICERS of the Association shall be the President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by and from the Board of Directors and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two offices except that the President shall not also be the Secretary. In addition, the Board may appoint such other assistant officers as they shall decide. The President and Vice President must be full time residents of Riverwatch living there the (10) out of twelve (12) months per year.

5.2. THE PRESIDENT shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3. THE VICE PRESIDENT shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4. THE SECRETARY shall keep the minutes of all proceedings of the Directors and the members; Shall attend to the giving and serving of all notices to the members and Directors and other notices required by law; Shall have custody of the seal

of the Association and affix the same to instruments requiring a seal when duly signed; Shall keep and have custody of the records of the Association, except those of the Treasurer; and Shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

5.5. THE TREASURER shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; Shall keep the assessment rolls and accounts of the members; Shall keep the books of the Association in accordance with good accounting practices; and Shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6. THE COMPENSATION of all employees of the Association shall be fixed by the Directors.

5.7. INDEMNIFICATION - Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees through all trial and appellate levels, reasonably incurred by or imposed in connection with any proceeding, arbitration, or settlement to which such person may be a party, or in which they may become involved, by reason of being or having been a Director or officer of the Association, whether or not such person is a Director or officer at the time such expenses are incurred. Notwithstanding the foregoing, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement. Notwithstanding anything contained herein to the contrary in instances where the Director or officer admits or is adjudged guilty by a court of competent jurisdiction of willful misfeasance in the performance of their duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which such Director or officer may be entitled by common law or statute.

5.8. To the extent permitted by law, the powers and duties of the directors and officers may be delegated for the purpose of management.

DR2913 P63940

6. MINUTES OF ALL MEETINGS OF UNIT OWNERS and of the Board of Directors shall be kept in a businesslike manner and shall be reduced to written form within thirty (30) days and these, plus records of all receipts and expenditures and all other official records, as defined in F.S. 718.111, shall be available for inspection by unit owners and Board members at all reasonable times.

7. FISCAL MANAGEMENT - Shall be in accordance with the following provisions:

7.1. BUDGET - A proposed annual budget of common expenses shall be prepared and adopted by the Board of Directors not less than 30 days prior to the beginning of the fiscal year and which shall include all anticipated expenses for operation, maintenance and administration of the Development including but not limited to insurance, management fees, if any, and which may accrue a reserve. It will contain a reasonable allowance for contingencies and provide funds for all unpaid operating expense previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year. Provided, however, that the Board shall appoint a Finance Committee of members to give advice on the financial operation of the Association and the budget and shall meet with the committee prior to preparing the proposed budget.

7.2. A copy of the proposed annual budget shall be mailed to the unit owners not less than 14 days prior to the meeting of the directors at which time the budget will be adopted together with a notice of the meeting.

7.3. ASSESSMENTS - The shares of the unit owners of the common expenses shall be made payable monthly or quarterly in advance and shall become due on the first day of each quarter. The Association shall have the right to impose a late charge not to exceed the greater of \$25.00 or 5% of the installments due upon an owner delinquent in the payment of common expenses.

7.4. SPECIAL ASSESSMENTS - Assessments for expenses which cannot be paid from the operating account shall be made by the Board of Directors, and the time of payment shall likewise be determined by them.

7.5. ASSESSMENT ROLL - The assessments for common expenses

according to the budget shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, the assessments paid and unpaid. A certificate made by a duly authorized representative or the Directors as to the status of a unit's account may be relied upon for all purposes for any person for whom made.

7.6. LIABILITY FOR ASSESSMENTS - A unit owner shall be liable for all assessments coming due while the owner of a unit, and such owner and owner's grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Except as otherwise provided by law, bona fide institutional lender first mortgage who acquires title by foreclosure or deed in lieu of foreclosure shall not be liable for unpaid assessments of prior owners. Liability may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessments are made.

7.7. LIENS FOR ASSESSMENTS AND CHARGES - The unpaid portion of an assessment or charge which is due, together with costs, interest and reasonable attorneys' fees for collection, shall be secured by a lien upon:

7.8. THE UNIT and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statute 718.116. Such lien shall be subordinate to any prior recorded first mortgage on the unit, except to the extent otherwise provided by law.

7.9. COLLECTION INTEREST: APPLICATION OF PAYMENTS - Assessments or charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest lawful rate (now 18% per annum) from the date due until paid. All payments upon account shall be first applied to interest, costs and fees and then to the assessment payment first due. All interest collected shall be credited to the common contingency account.

7.10. COLLECTION -- SUIT - The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments or charges, or by any other remedy available under the

DR2913 PG3941

DR2913 PG3942

laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent as the time of collection, judgment or decree, together with those which have become due by acceleration plus interest thereon and all costs incident to the collection and the proceedings, including reasonable attorneys' fees including appellate proceedings. The Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien 30 days before commencing foreclosure, unless Notice of Contest of Lien has been filed.

7.11. ACCOUNTS - All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.

7.12. THE DEPOSITORY of the Association shall be an institution whose deposits are insured by an agency of the Federal Government including a member firm of the New York Stock Exchange, bank or banks or state or federal savings and loan associations as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by persons as are authorized by the Directors.

7.13. A REPORT of the accounts of the Association shall be made annually including, but not limited to, a complete financial report of actual receipts and expenditures. A copy of the annual report shall be furnished to each member within 90 days of year end.

7.14. FIDELITY BONDS shall be required by the Board of Directors from all persons who control or disburse Association funds. The amount of such bonds shall be determined by the Directors and shall be not less than required by law. The premiums on such bonds for all persons who are members of the Association shall be paid by the Association.

8. PARLIAMENTARY RULES - A parliamentary procedure uniformly applied shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Charter or By-Laws of the Association or with the laws of the State of Florida.

OR2913 PG3943

9. AMENDMENTS - Amendments to these By-Laws shall be adopted in the following manner:

9.1. NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.2. A RESOLUTION adopting a proposed amendment must receive approval of two-thirds of the voting interests of the Association. Prior to turnover an amendment may be adopted by a majority of the Directors alone.

9.3. INITIATION - An amendment may be proposed by either a majority of the Directors or by 40% of the voting interests.

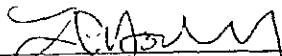
9.4. EFFECTIVE DATE - An amendment when adopted shall become effective only after being recorded in the Public Records of the County.

9.5. THESE BY-LAWS shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration or the Association Charter.

9.6. PROPOSAL TO AMEND EXISTING BY-LAWS shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER _____ FOR PRESENT TEXT."

10. IN THE EVENT THE DIRECTORS DEEM IT NECESSARY to do so, they and the owners may set by written agreement without meeting, which written agreement may be executed in counterparts. In addition, the Directors may make decisions by telephone provided they are ratified at subsequent Board meetings.

The foregoing were adopted as the By-Laws of the Association on this 27th day of January, 1998.



PRESIDENT

EXHIBIT "C"

ARCHITECTURAL PLANNING CRITERIA

OF

RIVERWATCH HOMEOWNERS ASSOCIATION OF LEE COUNTY, INC.

OR2913 PG3944

These Criteria may be amended from time to time by the Board of Directors with advice from the Architectural Review Board (ARB).

A) Building Construction: No building shall be erected, altered, placed or permitted to remain on any lot in Riverwatch other than one detached single family dwelling containing not less than 2,500 square feet of liveable enclosed floor area, exclusive of garages, terraces, decks or porches (unless screened in and covered by a roof which is an integral part of the roof line of the main dwelling). This size limitation may be raised or lowered as deemed necessary with approval of the ARB.

B) Architecture: All buildings shall be constructed of new and durable materials.

C) Exterior Colors: The ARB shall have final approval of all exterior color plans and each owner must submit to the ARB a color plan showing the color of all exterior surfaces. The ARB shall determine whether the color plan is consistent with the homes in the surrounding areas and the color plan conforms with the color scheme of Riverwatch. The color plan must be submitted prior to construction.

D) Driveways: All dwellings shall have a paved driveway of stable and permanent construction of either stamped concrete, brick pavers or paving bricks at the entrance to the parking area. At least two cars shall be able to park on the driveway.

E) Games and Play Structures: All fixed games and play structures shall be located at the rear of the dwelling or on the inside portion of the corner lots within the set back line. Basketball goals will not be permitted. No platform or other play structure shall be constructed on any part of a lot located in front of the rear line of the residence constructed thereon and any such structure must have prior approval of the ARB. Dog houses, play houses and pre-manufactured sheds are not permitted.

F) Fences and Walls: The composition, location and height of any fence or wall to

be constructed on any lot shall be subject to approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material of the surrounding homes and other fences, if any. Chain link fences are prohibited.

No fence, wall, hedge, tree, or shrub, except existing natural vegetation, which obstructs sight lines shall be constructed or planted closer than 25 feet to the existing waterway, unless specifically approved by the ARB. No fence or wall which unduly obstructs sight lines shall be constructed within 25 feet of the waters edge.

G) Landscaping: The basic landscaping plan for each lot must be submitted and approved by the ARB no later than the dry wall stage of construction. For each Lot in Riverwatch, the landscape plan shall include a minimum expenditure of \$5,000.00 at builder's actual cost. All existing trees should be preserved where possible.

H) Swimming Pools. Any swimming pool, spa, or hot tub to be constructed on any lot shall be subject to requirements of the ARB which include but are not limited to the following:

1. Composition to be of material thoroughly tested and accepted by the industry for such construction. All pools must be of the below the ground level type.
2. The outside edge of any pool wall cannot be closer than 4 feet of a line extended and aligned with the side wall of the dwelling unless approved by the ARB.
3. Pool cages must be set back twenty (20) feet from lake or waterway edge or lot line, unless approved by ARB.
4. No screen of a pool area may stand behind a line extended and aligned with the side walls of the dwelling unless approved by the ARB.
5. Pool screening may not be visible from the street in front of the dwelling unless approved by the ARB.
6. Any lighting of a pool or other recreational area shall be designed so as to buffer the surrounding residences from the lighting.
7. If one owner elects to purchase two adjoining lots and use one for recreation purposes, the lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both front and side as required by the ARB. It shall

DR2913 P63946

be the intend of the ARB than any such area be screened from public view.

I) Garbage and Trash Containers: All containers shall be kept within an enclosure which the ARB shall require to be constructed with each dwelling behind landscaping or within the main building.

J) Removal of Trees: In order that the natural beauty of the property may be preserved, no living tree having a caliper measurement or diameter of 4 inches or more than 4 feet above the ground shall be destroyed or removed from the property unless approved by the ARB in connection with its approval on the plans and specifications for the construction of improvements on the property or otherwise except with the prior written consent of the ARB, or as provided in Paragraph 12 herein. In the event of a violation of this paragraph the Developer, the ARB, or the Association and their respective representatives may at their option cause any tree so removed or destroyed to be replace with another similar tree and the owner shall reimburse the Developer, the ARB, or the Association for all expenses incurred. The Association may assess and collect such reimbursement in the same manner as assessments pursuant to the Covenants and Restrictions.

K) Filling of Lots: No fill may be placed on any Lot in Riverwatch until the ARB has approved the side plan for any improvements on any lot.

L) Window Air Conditioning Units: No window or wall air conditioning units shall be permitted unless approved by the ARB.

M) Mailboxes: No mailbox or paper box or other receptacle of any kind for the delivery of mail or newspapers shall be erected on any Lot unless and until size, location, design, and type shall have been approved by the ARB. Mailbox design must be submitted no later than drywall stage of construction. It is the intent of the Developer to provide for standardized design of mailboxes throughout the community.

N) Sight Distances at Intersections: No fence, wall, hedge, or shrub planting which obstructs sight lines and elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot nor shall trees be permitted to remain within such distances of such intersections unless the foliage line is maintained as sufficient height to prevent the obstruction of sight lines.

OR2913 P63947

O) Exterior Lighting: All residences shall include an exterior light on a photocell. It being the intent that such lighting shall provide for uniform lighting throughout the subdivision. Design of such exterior lighting shall be compatible with the exterior design of the building and must be approved by the ARB.

P) Temporary Structures: No structure of a temporary nature, trailer, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently except on any lot that may be used by Developer during construction of a residence in Riverwatch and the Developer may designate a lot or lots for use as a sales office and model area during the development of Riverwatch.

Q) Utility Connections: Building connections for all utilities, including but not limited to water, sewer, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility. All future homes in Riverwatch will be on a septic system and will require the approval of the ARB prior to the permitting and installation of said system.

R) Setbacks: In order to assure that the location of houses will be staggered where practical and appropriate to provide the maximum amount of view and breeze to each house and that the structure will be located with regard to the topography of each individual lot the location of large trees and similar considerations, the Developer reserves unto itself, its successors and assigns and, after all lots are sold and closed, to the Association, the right to control absolutely and solely the precise site and location of any house or dwelling or other structure upon any Lot. Provided, however, that such location shall be determined after a reasonable opportunity is afforded the Lot owner to recommend a specific site. Such location shall in all cases conform to the following requirements:

1. No structural improvement of any type will be placed forward of the building set back line established by Lee County.
2. Houses including overhang shall not be located closer than 10 feet to the side Lot line unless two contiguous Lots are used as one building site, unless approved

by ARB. Measurement shall be at front set back line or as approved by ARB.

3. The road right of way line shall be considered the front lot line and the owners of corner lots shall designate one side as fronting on the road.

4. When a parcel of two or more Lots is used by owners as a building site the outside lines of the parcel shall for easement and set back regulation purposes be deemed the lot lines of the building site.

S) Storage Tanks: No above ground storage tanks shall be allowed under any circumstance on any Lot unless properly screened and approved by the ARB.

T) Landscaping Buffer: A uniform landscaping buffer shall be planted around the front perimeter of Riverwatch as indicated in the attached drawing. It will be the responsibility of the Riverwatch Homeowners Association to maintain any irrigation or landscaping in this buffered area. Each homeowner agrees to allow the Association full access to the buffered area for the purposes of maintenance or for the replacement of plants or trees.

OR2913 P63948



SURVEY GROUP, INC.

LAND SURVEYORS

RIVERWATCH EAST

COMMENCING AT THE CENTER OF THE CUL-DE-SAC AT THE EASTERLY END OF WALTER HAGEN COURT, N.E. AS SHOWN ON THE RECORD PLAT OF RIVERBEND EAST, PLAT BOOK 34, PAGES 13-15, LEE COUNTY PUBLIC RECORDS; THENCE N.53°40'12"W. FOR 40.00 FEET TO THE CENTERLINE OF SAID WALTER HAGEN COURT, N.E.; THENCE CONTINUE N.53°40'12"W. FOR 25.00 FEET TO THE SOUTHERLY LINE OF TRACT "B", SAID RIVERBEND EAST; THENCE N.36°19'48"E., ALONG SAID SOUTHERLY LINE, FOR 227.13 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 54°06'42", A CHORD BEARING OF N.09°16'27"E. AND A CHORD LENGTH OF 81.87 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 85.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 178°07'00", A CHORD BEARING OF N.71°16'36"E. AND A CHORD LENGTH OF 109.99 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 170.98 FEET TO THE END OF SAID CURVE; THENCE N.70°20'06"E., FOR 119.84 FEET; THENCE S.53°40'12"E., FOR 205 FEET, MORE OR LESS TO THE APPROXIMATE MEAN HIGH WATER LINE OF THE CALOOSAHATCHEE RIVER; THENCE SOUTHWESTERLY ALONG SAID APPROXIMATE MEAN HIGH WATER LINE FOR 688 FEET, MORE OR LESS; THENCE N.53°40'12"W., FOR 267.00 FEET; THENCE N.36°19'48"E., ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID WALTER HAGEN COURT, N.E., FOR 245.70 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 76°39'27", A CHORD BEARING OF S.74°39'32"W. AND A CHORD LENGTH OF 80.62 FEET; THENCE ALONG SAID CUL-DE-SAC AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 86.97 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4.0 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE CENTERLINE OF SAID WALTER HAGEN COURT AS BEARING N.36°19'48"E.

OR2913 PG3949

K&T

SURVEY GROUP, INC.

LAND SURVEYORS

RIVERWATCH WEST

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 6, TOWNSHIP 44 SOUTH, RANGE 25 EAST AND SECTION 31, TOWNSHIP 43 SOUTH, RANGE 25 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SAM SNEAD LANE, N.E. AND WALTER HAGEN COURT, N.E., AS SHOWN ON THE PLAT OF RIVERBEND EAST, RECORDED IN PLAT BOOK 34 AT PAGES 13 - 15, LEE COUNTY PUBLIC RECORDS; THENCE S.81°00'08"E., ALONG THE CENTERLINE OF SAID WALTER HAGEN COURT, N.E. FOR 136.45 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 62°40'04", A CHORD BEARING OF N.67°39'50"E. AND A CHORD LENGTH OF 78.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 82.03 FEET TO THE END OF SAID CURVE; THENCE S.53°40'12"E., FOR 25.00 FEET; THENCE S.38°34'57"W., ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID WALTER HAGEN COURT, N.E. FOR 7.86° FEET TO THE POINT OF BEGINNING; THENCE S.00°30'08"E., FOR 150.61 FEET; THENCE S.53°40'12"E., FOR 154 FEET, MORE OR LESS TO THE APPROXIMATE MEAN HIGH WATER LINE OF THE CALOOSAHATCHEE RIVER; THENCE SOUTHWESTERLY ALONG SAID APPROXIMATE MEAN HIGH WATER LINE FOR 760 FEET, MORE OR LESS; THENCE N.52°51'31"W., FOR 158 FEET, MORE OR LESS; THENCE N.01°08'31"E., FOR 135.51 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 156°50'10", A CHORD BEARING OF N.00 57'26"E. AND A CHORD LENGTH OF 107.76 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 150.55 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 56°30'53", A CHORD BEARING OF N.51°07'05"E. AND A CHORD LENGTH OF 85.22 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 88.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.22°51'38"E., FOR 195.51 FEET; THENCE N.35°53'32"E., FOR 162.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 67.50 FEET, A CENTRAL ANGLE OF 31°51'34", A CHORD BEARING OF N.51°49'19"E. AND A CHORD LENGTH OF 37.05 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 37.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 22°40'52", A CHORD BEARING OF N.56°24'41"E. AND A CHORD LENGTH OF 19.66 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 19.79 FEET TO THE END OF SAID CURVE; THENCE N.00 30'08"W., FOR 134.76 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 34°08'09", A CHORD BEARING OF N.57°54'10"E. AND A CHORD LENGTH OF 58.70 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE OF WALTER HAGEN COURT, N.E., AN ARC LENGTH OF 59.58 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 149664 SQUARE FEET OR 3.44 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE CENTERLINE OF SAID WALTER HAGEN COURT AS BEARING N.36°19'48"E.

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CHARLIE GREEN LEE CTY, FL
98 JAN 27 PM 1:37

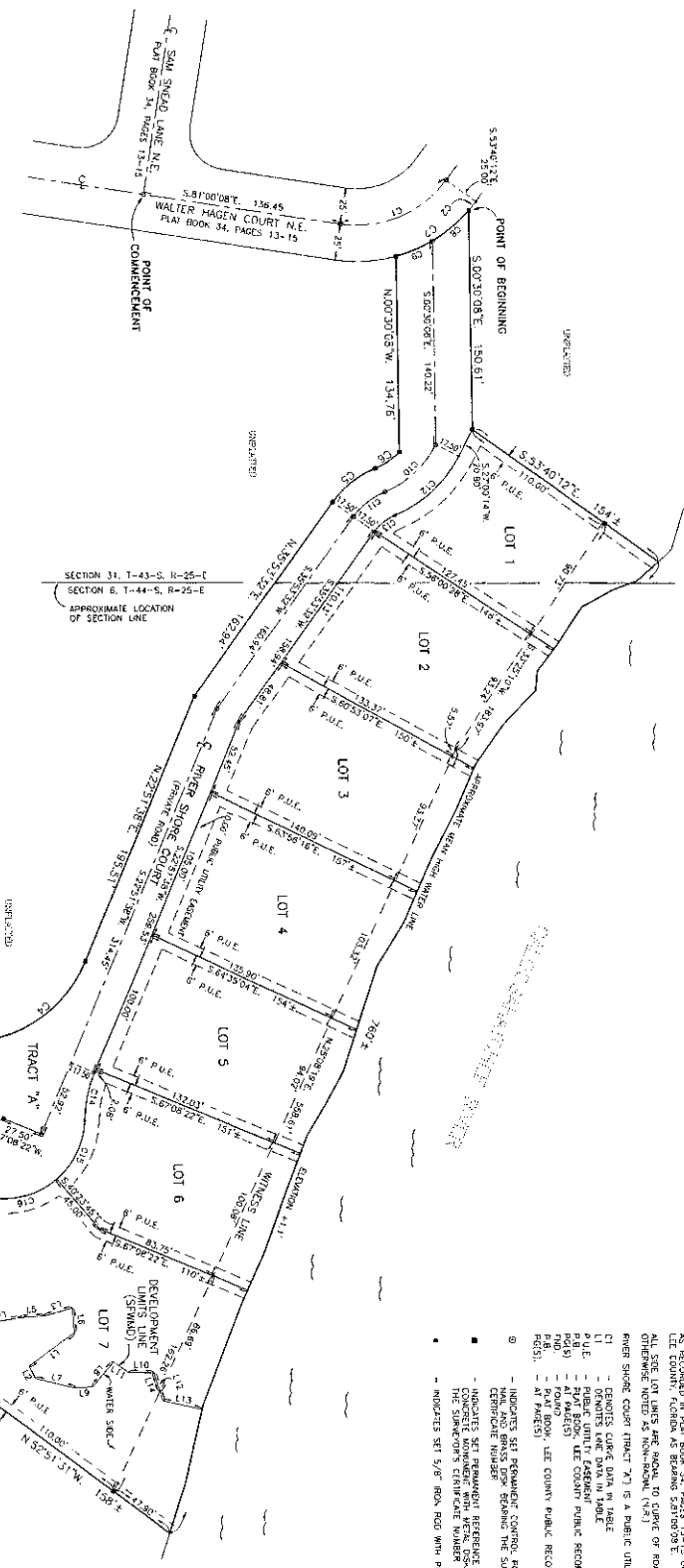
"exhibit B"



RIVERWATCH PHASE TWO

A SUBDIVISION LYING IN
SECTION 31, TOWNSHIP 43 SOUTH, RANGE 25 EAST,
AND IN SECTION 6, TOWNSHIP 44 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

KIT SUPER DESIGN INC.
LAND DEVELOPMENT CONSULTANTS
2222 N. W. 13th Avenue, Suite 200
Fort Lauderdale, Florida 33311
Tel: (954) 573-2828
Fax: (954) 573-2828



CURVE TABLE

NO	POINTS	BEAR.	ARC	CHORD	CHORD BEARING
C1	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C2	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C3	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C4	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C5	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C6	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C7	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C8	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C9	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C10	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C11	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C12	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C13	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C14	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C15	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C16	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C17	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C18	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C19	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C20	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C21	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C22	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C23	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C24	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C25	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C26	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C27	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C28	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C29	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C30	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C31	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C32	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C33	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C34	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C35	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C36	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C37	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C38	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C39	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C40	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C41	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C42	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C43	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C44	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C45	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C46	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C47	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C48	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C49	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C50	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C51	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C52	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C53	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C54	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C55	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C56	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C57	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C58	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C59	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C60	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C61	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C62	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C63	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C64	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C65	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C66	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C67	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C68	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C69	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C70	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C71	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C72	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C73	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C74	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C75	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C76	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C77	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C78	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C79	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C80	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C81	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C82	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C83	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C84	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C85	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C86	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C87	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C88	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C89	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C90	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C91	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C92	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C93	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C94	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C95	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C96	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C97	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C98	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C99	108.00	06°50'18"	82.00	78.00	N 87°38'33"E
C100	108.00	06°50'18"	82.00	78.00	N 87°38'33"E

LINE TABLE

LINE	BEARING	DISTANCE
1	S 53°40'12" E	150.61'
2	S 07°30'08" E	150.61'
3	S 07°30'08" E	150.61'
4	S 07°30'08" E	150.61'
5	S 07°30'08" E	150.61'
6	S 07°30'08" E	150.61'
7	S 07°30'08" E	150.61'
8	S 07°30'08" E	150.61'
9	S 07°30'08" E	150.61'
10	S 07°30'08" E	150.61'
11	S 07°30'08" E	150.61'
12	S 07°30'08" E	150.61'
13	S 07°30'08" E	150.61'
14	S 07°30'08" E	150.61'
15	S 07°30'08" E	150.61'
16	S 07°30'08" E	150.61'
17	S 07°30'08" E	150.61'
18	S 07°30'08" E	150.61'
19	S 07°30'08" E	150.61'
20	S 07°30'08" E	150.61'
21	S 07°30'08" E	150.61'
22	S 07°30'08" E	150.61'
23	S 07°30'08" E	150.61'
24	S 07°30'08" E	150.61'
25	S 07°30'08" E	150.61'
26	S 07°30'08" E	150.61'
27	S 07°30'08" E	150.61'
28	S 07°30'08" E	150.61'
29	S 07°30'08" E	150.61'
30	S 07°30'08" E	150.61'
31	S 07°30'08" E	150.61'
32	S 07°30'08" E	150.61'
33	S 07°30'08" E	150.61'
34	S 07°30'08" E	150.61'
35	S 07°30'08" E	150.61'
36	S 07°30'08" E	150.61'
37	S 07°30'08" E	150.61'
38	S 07°30'08" E	150.61'
39	S 07°30'08" E	150.61'
40	S 07°30'08" E	150.61'
41	S 07°30'08" E	150.61'
42	S 07°30'08" E	150.61'
43	S 07°30'08" E	150.61'
44	S 07°30'08" E	150.61'
45	S 07°30'08" E	150.61'
46	S 07°30'08" E	150.61'
47	S 07°30'08" E	150.61'
48	S 07°30'08" E	150.61'
49	S 07°30'08" E	150.61'
50	S 07°30'08" E	150.61'
51	S 07°30'08" E	150.61'
52	S 07°30'08" E	150.61'
53	S 07°30'08" E	150.61'
54	S 07°30'08" E	150.61'
55	S 07°30'08" E	150.61'
56	S 07°30'08" E	150.61'
57	S 07°30'08" E	150.61'
58	S 07°30'08" E	150.61'
59	S 07°30'08" E	150.61'
60	S 07°30'08" E	150.61'
61	S 07°30'08" E	150.61'
62	S 07°30'08" E	150.61'
63	S 07°30'08" E	150.61'
64	S 07°30'08" E	150.61'
65	S 07°30'08" E	150.61'
66	S 07°30'08" E	150.61'
67	S 07°30'08" E	150.61'
68	S 07°30'08" E	150.61'
69	S 07°30'08" E	150.61'
70	S 07°30'08" E	150.61'
71	S 07°30'08" E	150.61'
72	S 07°30'08" E	150.61'
73	S 07°30'08" E	150.61'
74	S 07°30'08" E	150.61'
75	S 07°30'08" E	150.61'
76	S 07°30'08" E	150.61'
77	S 07°30'08" E	150.61'
78	S 07°30'08" E	150.61'
79	S 07°30'08" E	150.61'
80	S 07°30'08" E	150.61'
81	S 07°30'08" E	150.61'
82	S 07°30'08" E	150.61'
83	S 07°30'08" E	150.61'
84	S 07°30'08" E	150.61'
85	S 07°30'08" E	150.61'
86	S 07°30'08" E	150.61'
87	S 07°30'08" E	150.61'
88	S 07°30'08" E	150.61'
89	S 07°30'08" E	150.61'
90	S 07°30'08" E	150.61'
91	S 07°30'08" E	150.61'
92	S 07°30'08" E	150.61'
93	S 07°30'08" E	150.61'
94	S 07°30'08" E	150.61'
95	S 07°30'08" E	150.61'
96	S 07°30'08" E	150.61'
97	S 07°30'08" E	150.61'
98	S 07°30'08" E	150.61'
99	S 07°30'08" E	150.61'
100	S 07°30'08" E	150.61'

LOT AREA TABULATION:

LOT	AREA (SQ. FT.)
LOT 1	3,299 S.F.
LOT 2	3,297 S.F.
LOT 3	3,297 S.F.
LOT 4	3,297 S.F.
LOT 5	3,297 S.F.
LOT 6	3,297 S.F.
LOT 7	3,297 S.F.
TRACT A	3,297 S.F.

NOTES & LEGEND:

- 1 - BEARINGS ARE GIVEN ON THE EXTENSION OF WALTER HAGEN COURT N.E. AS RECORDED IN PLAT BOOK 31, PAGES 13-15 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS BEARING S. 81°00'08" E.
- 2 - ALL SUE LOT LINES ARE EQUAL TO CURVE OR ROAD RIGHT OF WAY UNLESS OTHERWISE NOTED AS INDICATED THEREON.
- 3 - RIVER SHORE COURT TRACT (A) IS A PUBLIC UTILITY EASEMENT.
- 4 - DENOTES CURVE DATA TABLE.
- 5 - PUBLIC UTILITY EASEMENT.
- 6 - PUBLIC UTILITY EASEMENT.
- 7 - PUBLIC UTILITY EASEMENT.
- 8 - PUBLIC UTILITY EASEMENT.
- 9 - INDICATES SET POINTMENT CONFORM TO SECTION 17.0