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DECLARATION OF CONDOMINIUM

OF

HEATHER RIDGE I OF BROOKSHIRE, A CONDOMINIUM

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BROOKSHIRE DEVELOPMENT COMPANY, INC., a Florida corporation, the present fee title owner to the subject property, joined and consented to by U. S. HOME CORPORATION, A Delaware corporation authorized to do business in the State of Florida, the "Developer" of the subject property and consented to by LINCOLN SAVINGS AND LOAN ASSOCIATION, the mortgagee of the subject property.

The Declarant herein shall specifically refer to the Developer, U.S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, who shall, in fact, have the responsibility and obligation of creating the residential community for and on behalf of the fee title owner.

1. SUBMISSION TO CONDOMINIUM - Initially, the lands located in Lee County, Florida, all improvements constructed upon said lands, as well as all easements including, but not limited to the utility easements, sewage and drainage easements, and ingress and egress easements serving this condominium. All of the foregoing is specifically described below and on Exhibit "A" as HEATHER RIDGE I OF BROOKSHIRE, A CONDOMINIUM, "LEGAL DESCRIPTION". The SITE PLAN, GRAPHICS AND FLOOR PLANS are attached hereto as Exhibit "A1".

A tract or parcel of land lying in Tract "L", BROOKSHIRE VILLAGE UNIT TWO as recorded in Plat Book 37, page 89 of the Public Records of Lee County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Tract "L" at Radcliffe Drive; thence North-easterly along the West line of said Tract "L" and along the arc of a curve concave to the Southeast (Radius = 400.00 feet, interior angle = 5°01'32", chord bearing and distance = N39°33'06"E [basis of bearings from plat], 35.07 feet) for 35.08 feet to a point of reverse curvature; thence Northeasterly along the arc of the curve concave to the Northwest (Radius = 450.00 feet, interior angle = 4°15'02", chord bearing and distance = N39°56'22"E, 33.38 feet) for 33.38 feet to the point of Beginning; thence continue Northeasterly along the arc of the curve concave

THIS INSTRUMENT PREPARED BY:
HARVEY B. GOLDBERG, ESQUIRE OF

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to the Northwest (Radius = 450.00 feet, interior angle = 39°01'35", chord bearing and distance = N18°18'03"E, 300.62 feet) for 306.51 feet to a point of tangency; thence N1°12'44"W for 143.31 feet to the point of curvature; thence North-easterly along the arc of the curve concave to the Southeast (Radius = 30.00 feet, interior angle = 90°, chord bearing and distance = N43°47'16"E, 42.43 feet) for 47.12 feet to a point of tangency on the North line of aforesaid Tract "L"; thence N88°47'16"E for 358.12 feet; thence S18°26'32"W leaving said North line for 588.13 feet to a non-tangent point of curvature; thence Southwesterly along the arc of the curve concave to the Southeast (Radius = 439.83 feet, interior angle = 3°44'59", chord bearing and distance = S32°27'09"W, 28.78 feet) for 28.79 feet to a point of reverse curvature; thence South-westerly along the arc of the curve concave to the Northwest (Radius = 30.00 feet, interior angle = 77°27'54", chord bearing and distance = S69°18'36"W, 37.54 feet) for 40.56 feet to a point of tangency; thence N71°57'28"W for 82.23 feet; thence N67°02'52"W for 94.33 feet to a non-tangent point of curvature; thence Northwesterly along the arc of the curve concave to the Northeast (Radius = 302.00 feet, interior angle = 12°12'17", chord bearing and distance = N61°01'25"W, 64.21 feet) for 64.33 feet to a point of compound curvature; thence North-westerly along the arc of the curve concave to the Northeast (Radius = 50.00 feet, interior angle = 48°22'04", chord bearing and distance = N30°44'15"W, 40.97 feet) for 42.21 feet to the point of beginning. Containing 4.07 acres, more or less.

2. HEATHER RIDGE I OF BROOKSHIRE, A CONDOMINIUM - PLAN OF DEVELOPMENT - Developer proposes to construct a maximum of 44 single-family residential units and associated improvements designated as HEATHER RIDGE I OF BROOKSHIRE, A CONDOMINIUM. This will not be a phase condominium. NO TIME SHARE ESTATES WILL BE CREATED WITH RESPECT TO UNITS IN THIS CONDOMINIUM.

APPORTIONMENT OF COMMON EXPENSES AND COMMON SURPLUS AND OWNERSHIP OF COMMON ELEMENTS - The manner in which the apportionment of common expenses and common surplus and the ownership of common elements has been determined is by utilizing a fraction, the numerator of which is one (1) and the denominator of which is the number of all units submitted to condominium ownership as set forth in Exhibit "B".

3. NAME - ASSOCIATION - The name of the condominium association is HEATHER RIDGE I OF BROOKSHIRE CONDOMINIUM ASSOCIATION, INC. This Association is incorporated as a non-profit Florida corporation.

4. DEFINITIONS - The terms used herein shall have the meanings stated in the Condominium Act (Florida Statutes, Chapter 718) and as follows unless the context otherwise requires:

A. DEVELOPER - means U.S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, SOUTH FLORIDA DIVISION.

B. INSTITUTIONAL MORTGAGEE - means the owner and holder of a mortgage encumbering a condominium unit, which owner and holder of said mortgage is either a bank, or life insurance company, or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension or profit sharing plan, or a credit union, or a Massachusetts business trust, or an agency of the United States government, or an insurance company, mortgage company, or the Federal National Mortgage Association, or a lender generally recognized in the community as an institutional lender for the Developer or assignees, nominees, or designees of the Developer.

C. UNIT - A part of the Condominium property which is subject to exclusive ownership.

D. UNIT OWNER - The owner of a Condominium parcel.

E. UNIT NUMBER - The letter, number, or combination thereof which is designated upon the surveyor plans, and which is used as the identification of a unit.

F. ASSESSMENT - Means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

G. ASSOCIATION - The corporation responsible for the operation of the condominium. The Articles of Incorporation for the Association are found in Exhibit D to this Declaration.

H. ASSOCIATION PROPERTY - includes that property, real and personal, in which title or ownership is vested in the association for the use and benefit of its members.

I. BOARD OF ADMINISTRATION - Means the Board of Directors responsible for administration of the Association.

J. COMMON ELEMENTS - The portions of the condominium property not included in the units as defined in Florida Statute 718.108, including:

(.1) The land. "Land" means, unless otherwise defined in the Declaration as hereinafter provided, the surface of a legally described parcel of real property and shall include, unless otherwise specified in the declaration, and whether separate from or including such surface, air space lying above and subterranean space lying below such surface. However, if so defined in the Declaration, land may mean all or any portion of the air space or subterranean space between two legally identifiable elevations and may exclude the surface of a parcel of real property, and may mean any combination of the foregoing whether or not contiguous.

(.2) All parts of the improvements which are not included within the units.

(.3) Easements.

(.4) Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, gas, water and sewer.

(.5) Personal property - tangible personal property may be purchased, sold, leased, replaced and otherwise dealt with by the Association, through its Board of Directors, on behalf of the members of the Association, without the necessity of any joinder by the members.

K. LIMITED COMMON ELEMENTS - Means and includes those portions of the common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

L. COMMON EXPENSES - All expenses and assessments properly incurred by the Association for the condominium.

M. COMMON SURPLUS - Means the excess of all receipts of the Association collected on behalf of a condominium including, but not limited to, assessments, rents, profits and revenues on account of the common elements over the amount of the common expenses.

N. PERSON - Means an individual, corporation, trustee, or other legal entity capable of holding title to real property.

O. SINGULAR, PLURAL, GENDER - Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and use of any gender shall be deemed to include all genders.

P. CONDOMINIUM DOCUMENTS - Means the Declaration and its attached Exhibits, which set forth the nature of the property rights in the Condominium and the covenants running with the land which govern these rights and the Master Declaration of Covenants, Conditions and Restrictions for the BROOKSHIRE BATH & TENNIS CLUB and all Exhibits thereto. All the condominium documents shall be subject to the provisions of the Master Declaration of Covenants, Conditions and Restrictions for the BROOKSHIRE BATH & TENNIS CLUB. A copy of the By-Laws shall be attached as an exhibit. Defects or omissions in the By-Laws shall not affect the validity of the condominium or title to the condominium parcels.

Q. CONDOMINIUM PARCEL - Means a unit together with the undivided share in the common elements which is appurtenant to the unit.

R. CONDOMINIUM PROPERTY - Means the land and personal property subject to condominium ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.

S. SPECIAL ASSESSMENT - Means any assessment levied against unit owners other than the assessment required by a budget adopted annually.

T. OPERATION - Means and includes the administration and management of the condominium property.

U. VOTING CERTIFICATE - Means a document which designates one of the record title owners, or the corporate, partnership, or entity representative who is authorized to vote on behalf of a condominium unit owned by more than one owner or by any entity.

V. VOTING INTEREST - Means the voting rights distributed to the association members pursuant to Florida Statute 718.104(4)(i).

W. MASTER ASSOCIATION - BROOKSHIRE BATH & TENNIS CLUB ASSOCIATION, INC. is a non-profit corporation and not a condominium association which shall be responsible for the maintenance and preservation of values of the common properties as described in Exhibit A of said Master Association. The Master Declaration of Covenants, Conditions and Restrictions for the BROOKSHIRE BATH & TENNIS CLUB and all exhibits thereto are recorded in Official Records Book 1892 at Page 3646 through Page 3688, inclusive, on January 19, 1987, Public Records of Lee County, Florida. A copy of same being attached hereto as Exhibit G.

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

A. REAL PROPERTY - Each unit, together with space within it, and together with all appurtenances thereto, for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this Declaration and applicable laws.

B. BOUNDARIES - Each unit shall be bounded as to both horizontal and vertical boundaries as below defined, whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows and shall be determined in the following manner:

(.1) HORIZONTAL BOUNDARIES: The upper and lower boundaries of the units shall be:

(i) UPPER BOUNDARY - The underside of the finished undecorated ceiling of the unit, extended to meet the vertical boundaries.

(ii) LOWER BOUNDARY - The upperside of the finished undecorated surface of the floor of the unit, extended to meet the vertical boundaries.

(.2) VERTICAL BOUNDARIES: The vertical boundaries shall be the interior surfaces of the perimeter walls of the unit as shown on the surveyor plans and the interior surfaces of the unit's windows and doors that abut the exterior of the buildings or common areas.

C. EXCLUSIVE USE - Each unit owner shall have the exclusive use of his unit.

D. APPURTENANCES - The ownership of each unit shall include, and there shall pass with a Unit as appurtenances thereto whether or not separately described, all of the right, title and interest of a unit owner in the condominium property which shall include but not be limited to:

(.1) COMMON ELEMENTS -

An undivided share of the common elements and common surplus as defined in Florida Statute 718.108.

(.2) LIMITED COMMON ELEMENTS - The exclusive use (or use in common with one or more other designated units) of the following limited common elements that may exist:

The parking space assigned to the Unit by the Developer or the Association.

(.3) ASSOCIATION MEMBERSHIP and an undivided share in the common surplus and property, real and personal, held by the Association. Membership in the Association designated herein with full voting rights appertaining thereto.

E. EASEMENT TO AIR SPACE - An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may be lawfully altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

F. EASEMENTS - The following non-exclusive easements from the Developer to each unit owner, to the Association and its employees, agents and hired contractors, to utility companies, unit owners' families in residence, guests, invitees and to governmental and emergency services are hereby granted and created:

(.1) INGRESS AND EGRESS - Easements over the common areas for ingress and egress.

(.2) MAINTENANCE, REPAIR AND REPLACEMENT - Easements through the units and common elements for maintenance, repair and replacements. Such access is to be only during reasonable hours except that access may be had at any time in case of emergency.

(.3) UTILITIES - Easements through the common areas and units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other units and the common elements.

(.4) Emergency, regulatory, law enforcement and other public services in the lawful performance of their duties upon the condominium property.

G. MAINTENANCE - The responsibility for the maintenance of a unit shall be as follows:

(.1) BY THE ASSOCIATION - The Association shall maintain, repair, and replace at the Association's expense:

(i) Such portions of the unit as contribute to the support of the building including, but not limited to, the perimeter walls, columns, and roofs. Also, wiring, piping, ductwork and other mechanical or electrical or other installations or equipment serving the common areas or other units.

(ii) Provided that if the maintenance, repair, and replacement of any of the above shall be made necessary because of the negligence, act or omission of a unit owner, his family, lessees, invitees and guests, in that event, the work shall be done by the Association at the expense of the unit owner.

(iii) All incidental damage caused to a unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association.

(.2) BY THE UNIT OWNER - The responsibility of the unit owner shall be as follows:

(i) To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained, repaired and replaced by the Association. The unit owner's responsibility specifically includes windows, window and balcony glass, doors, screens and associated hardware, appliances, fixtures, switches, fan motors, compressors, wiring, piping and ductwork serving only the particular unit which are limited common elements.

(ii) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the interior walls of the unit or which is visible from the exterior, unless the written consent of the Association is obtained in advance.

H. ALTERATION AND IMPROVEMENT - No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building, or impair any easements.

I. COMMON ELEMENTS

(.1) The common elements shall be owned by the unit owners in such undivided shares as are set forth in Exhibit B.

(.2) No action for partition of the common elements shall lie.

(.3) The maintenance and operation of the common elements shall be the responsibility of the Association which shall not, however, prohibit management contracts.

(.4) Each unit owner and the Association shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units.

(.5) Enlargement or material alteration of or substantial additions to the common elements may be effectuated only by amendment to the Declaration.

6. **FISCAL MANAGEMENT** - The fiscal management of the condominium including budget, fiscal year, assessments, lien for and collection of assessments, and accounts shall be as set forth in the By-Laws which are Exhibit E to this Declaration.

7. **ASSOCIATION** - The administration of the condominium by the Board of Directors and its powers and duties shall be as set forth in the By-Laws.

8. **INSURANCE** - The insurance which shall be carried upon the property shall be governed by the following provisions:

A. **AUTHORITY TO PURCHASE** - Except Builders Risk and other required insurance furnished by Developer during construction, all insurance policies (except as hereinafter allowed) shall be purchased by the Association, for itself and as agent for the owners and their mortgagees as their interests may appear.

B. **UNIT OWNERS** - Each unit owner may obtain insurance at his own expense, affording coverage upon his personal property and for his personal liability, for owner or mortgagee title insurance, and as may be required by law.

C. **COVERAGE:**

(.1) **CASUALTY** - The building and all other insurable improvements upon the land and all personal property owned by the Association (but excluding personal property, additions and/or alterations installed by the owners) shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined by the insurance company affording such coverage. Such coverage shall afford protection against:

(i) **LOSS OR DAMAGE BY FIRE, WINDSTORM** and other hazards covered by the standard extended coverage endorsement;

(ii) **SUCH OTHER RISKS** as from time to time customarily shall be covered with respect to buildings similar in

construction, location and use as the buildings, including but not limited to flood insurance, vandalism and malicious mischief, if available.

(.2) PUBLIC LIABILITY AND PROPERTY DAMAGE in such amounts and in such forms as shall be required by the Association, but not less than \$1,000,000.00, including but not limited to legal liability, hired automobile, non-owned automobile, and off-premises employee coverages.

(.3) WORKER'S COMPENSATION AND UNEMPLOYMENT COMPENSATION to meet the requirement of law.

D. PREMIUMS - Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.

E. ALL INSURANCE POLICIES PURCHASED by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank in Florida with trust powers as may be approved by the Association. Such bank is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold and disburse them as provided in Paragraph 9, next following.

9. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE: If any part of the common elements or units shall be damaged or destroyed by casualty, the same shall be repaired or replaced unless such damage rendered seventy-five percent (75%) or more of the units untenable, and seventy-five percent (75%) of the owners at a meeting called and held within sixty (60) days of the casualty or thirty (30) days after the insurance claim is adjusted (whichever comes first), vote against such repair or replacement, in which event the proceeds shall be distributed to the unit owners and their mortgagees, as their interests may appear, and the

condominium shall be terminated as provided in Paragraph 14 following.

(.1) ANY SUCH RECONSTRUCTION OR REPAIR shall be substantially in accordance with the original plans and specifications.

(.2) CERTIFICATE - The Insurance Trustee may rely upon a Certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

(.3) ESTIMATE OF COSTS - Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property insofar as reasonably possible in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

(.4) ASSESSMENTS - If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premium, if any), assessments shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, such funds are insufficient, special assessment shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

(.5) CONSTRUCTION FUNDS - The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

(i) UNIT OWNER - The portion of insurance proceeds representing damage for which the responsibility of

reconstruction and repair lies with the unit owner to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the unit owner may direct, or if there is a mortgagee endorsement, then to such payees as the unit owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed as to limit or modify the responsibility of the unit owner to make such reconstruction or repair.

(ii) ASSOCIATION - Said Trustee shall make such payments upon the written request of the Association, accompanied by a certificate signed by an officer of the Association, and by the architect or General Contractor in charge of the work, who shall be selected by the Association, setting forth that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and several amounts so paid, or now due and that the cost as estimated by the person signing such certificate, does not exceed the remainder of the construction funds after the payment of the sum so disbursed.

(iii) SURPLUS - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and, if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the beneficial owners of the funds, who are the unit owners and their mortgagees.

(.6) INSURANCE ADJUSTMENTS - Each unit owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the responsibility of reconstruction and repair lies with the unit owner, subject to the rights of mortgagees of such unit owners.

10. USE RESTRICTIONS - The use of the property of the condominium shall be in accordance with the Rules and Regulations attached as Exhibit C, the restrictions as set forth in the Master Declaration of Covenants, Conditions and Restrictions for the BROOKSHIRE BATH AND TENNIS CLUB and all exhibits thereto and the following provisions:

A. LAWFUL USE - All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair upon condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned as expressed earlier in this Declaration.

B. INTERPRETATION - In interpreting deeds, mortgages, and plans, the existing physical boundaries of the unit shall be conclusively presumed to be its boundaries regardless of settling or lateral movement of the buildings and regardless of minor variances between boundaries shown on the plans or in the deed and those of the buildings.

C. REGULATIONS - Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by a majority vote of the Association. Copies of such regulations and amendments thereto shall be posted conspicuously and shall be furnished by the Association to all unit owners. No regulation may discriminate against any group or class of users. No new or amended rule or regulation may be enforced prior to approval by the owners.

11. A. LIENS -

(.1) PROTECTION OF PROPERTY - All liens against a unit other than for permitted mortgages, taxes or special assessments, will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a unit shall be paid before becoming delinquent.

(.2) NOTICE OF LIEN - An owner shall give notice to the Association of every lien upon his unit other than for

permitted mortgages, taxes and special assessments within seven (7) business days after the attaching of the lien.

(.3) NOTICE OF SUIT - An owner shall give notice to the Association of every suit or other proceedings which may affect the title to his unit, such notice to be given within seven (7) business days after the owners receive knowledge thereof

(.4) FAILURE TO COMPLY - with this section concerning liens will not affect the validity of any judicial sale.

B. JUDICIAL SALE - No judicial sale of a unit nor any interest therein shall be valid unless the sale is a public sale with open bidding.

12. COMPLIANCE AND DEFAULT - Each owner and the Association shall be governed by and shall comply with the terms of the condominium documents as they may be amended from time to time.

A. Failure to comply shall be grounds for relief, which relief may include, but shall not be limited, to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the Association or by an aggrieved owner.

B. In any such proceeding the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the Court.

C. In the event that the grievance is that of an owner or owners against the Board of Directors or a member thereof, prior to the institution of litigation, written notice in detail of the grievance shall be given the Directors and they shall be allowed a period of twenty (20) days in which to cure or correct.

D. NO WAIVER OF RIGHTS - The failure of the Association or any owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter as to later infractions.

13. AMENDMENTS - Amendments to any of the condominium documents shall be in accordance with the following:

A. An amendment may be proposed either by the Board of Directors or by any owner and may be considered at any meeting of

the owners, regular or special, of which due notice has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed with the formalities of a deed signed by the President or Vice-President and Secretary of the Association that it has been enacted by the affirmative vote of the required percentage of unit owners (which vote may be evidenced by written approval of owners not present and the separate written joinder of mortgagees where required) shall include the recording data identifying the Declaration and which shall become effective when recorded according to law.

B. CORRECTORY AMENDMENT - Whenever it shall appear that there is a defect, error or omission in any of the condominium documents, amendment of which will not materially or adversely affect the property rights of unit owners, a fifty-one percent (51%) vote of the owners shall be the required percentage, or the procedure set forth in Florida Statute 718.110(5) may be used.

C. REGULAR AMENDMENTS - An amendment which does not change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus or materially or adversely affects the property rights of owners may be enacted by a sixty-six and two-thirds percent (66-2/3%) vote.

D. EXTRAORDINARY AMENDMENTS - An amendment which will have the effect of doing any of the things mentioned in "C" above shall require the affirmative vote of all the record owners of the affected units and all record owners of liens thereon and the affirmative vote of the owners of all other units. This section shall be deemed to include enlargement of, material alteration of or substantial additions to the common elements only if the same will have a material adverse effect on the owners' property rights; which shall otherwise be treated as regular amendments. Any vote changing the percentage of ownership of the common

elements of sharing the common expenses shall be conducted by secret ballot.

14. TERMINATION - The condominium shall be terminated if at all, in the following manner:

A. By the agreement of eighty percent (80%) of the owners which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such Agreement has been recorded according to law.

B. SHARES OF UNIT OWNERS AFTER TERMINATION - After termination of the condominium, the owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the unit or units formerly owned by such owners shall have mortgages and liens upon the respective undivided shares of the owners. Such undivided shares of the owners shall be as set forth in Exhibit B. All funds held by the Association except for the reasonably necessary expenses of winding up shall be disbursed to the unit owners in the shares set forth in Exhibit B. The costs incurred by the Association in connection with a termination shall be a common expense.

C. FOLLOWING TERMINATION - The property may be partitioned and sold upon the application of any owner. Provided however, that if the Board of Directors following a termination, by unanimous vote, determines to accept an offer for the sale of the property as a whole, each owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties hereto.

D. THE MEMBERS OF THE LAST BOARD OF DIRECTORS shall continue to have such powers as in this Declaration are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

15. PROVISIONS PERTAINING TO THE DEVELOPER -

A. So long as the Developer holds more than one unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(.1) Assessment of the Developer as a unit owner for capital improvements,

(.2) Any action by the Association that would be detrimental to the sale of units or the completion of the project by the Developer including such use of unsold units and common areas as may facilitate completion and/or sale, maintenance of a sales office, showing the property and display of signs.

16. MORTGAGEE PROVISIONS -

A. The Association shall maintain a list of mortgagees of record and record owners of liens on the condominium real property.

B. The list of mortgagees or lien holders shall be a part of the records of the Association and shall be open to inspection by all unit owners.

C. The Association shall notify the mortgagee or lien holder of any unpaid assessments due from the unit owner on any condominium unit.

D. In any foreclosure action, the lien of the Association shall be subordinate and inferior to any mortgage lien of record encumbering such unit.

E. If a mortgagee acquires title to a unit through a foreclosure action or by a deed in lieu of foreclosure, that mortgagee shall acquire the unit free of the Association's lien for unpaid assessments. All unpaid assessments then shall become a common expense of the Association.

F. In lieu of foreclosing its lien or in the event of a foreclosure by a mortgagee or deed in lieu of foreclosure to a mortgagee, the Association may bring suit against the defaulting unit owner to recover a money judgment for any sums, charges or assessments required to be paid to the Association by the unit owner without waiving its lien securing payment. The defaulting

unit owner shall be required to pay all costs of collection including the Association's attorney's fees.

G. The Association is obligated to send the mortgagee, if any, a copy of the default notice prior to instituting any action.

H. No amendment to this Declaration shall be effective to change or alter the rights or reservations as herein reserved by the Developer. Moreover, no amendment to this Declaration shall be effective to change or lessen the rights of any institutional mortgagee. Institutional mortgagee as herein defined shall include any bank, savings and loan association, or recognized lending institution.

I. Mortgagees of record shall consent to or join in all amendments to the Declaration which affect the security interest of the mortgagee.

J. The liens herein referred to as maintenance assessments or special assessments to particular units shall be specifically subordinate to the claim of any institutional mortgagee.

K. Where the mortgagee of a first mortgage of record obtains title to a unit by foreclosure or by deed in lieu of foreclosure, such mortgagee and its successors and assigns shall not be liable for such unit's assessments or share of the common expenses which became due prior to acquisition of title unless such share is secured by a claim of lien for assessments recorded prior to the recordation of the subject mortgage.

L. The mortgagee may occupy, lease, sell or otherwise dispose of such unit without the approval of the Association.

17. ENFORCEMENT OF ASSESSMENT LIENS - Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of mortgage on real property. During his occupancy, in the discretion of the court, the foreclosed owner shall be required to pay a reasonable rental and the Association shall be entitled to the appointment of a receiver to collect the same, and the Association shall have all the powers

provided in Florida Statute 718.116, including specifically interest at the prime rate plus two points per annum on unpaid assessments and reasonable attorney's fees incident to the collection of such assessment or enforcement of such lien, with or without suit.

18. MEMBERS - The qualification of members, the manner of their admission and voting by members shall be as follows:

A. ALL OWNERS OF UNITS in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

B. MEMBERSHIP IN THE ASSOCIATION shall be established by the recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a change of record title to a unit in the Condominium and delivery to the Association of a copy of such instrument, the new owner thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. Provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this Declaration and the Association need not recognize membership or ownership in any person until its requirements have been complied with.

19. INDEMNIFICATION - Every Director of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been a Director of the Association, or any settlement thereof, whether or not he is a Director at the time such expenses are incurred, except in cases wherein the Director is adjudged guilty of nonfeasance in the performance of his duties, or shall have breached his fiduciary duty to the members of the Association. Provided however, that the Association shall not be liable for payment of a voluntary settlement unless it is first approved by the Board of Directors.

20. APPORTIONMENT OF COMMON EXPENSES AND COMMON SURPLUS AND OWNERSHIP OF COMMON ELEMENTS - The manner in which the apportionment of common expenses and common surplus and the

ownership of common elements has been determined is by utilizing a fraction, the numerator of which is one (1) and the denominator of which is the number of all units submitted to condominium ownership. Exhibit B to this Declaration sets forth the fraction of ownership of common elements and the apportionment of common expenses and common surplus.

Developer guarantees that the assessments for common expenses will not increase above the dollar figures in the year following recordation of these documents as stated in the Estimated Operating Budget (\$69.00 per unit). Developer further guarantees that the assessment for common expenses for the second year following guaranteed year will not increase to more than \$79.35 per month per unit and that the assessments for common expenses for the third year following recordation will not increase to more than \$91.25 per month per unit. The Developer will fund any short-fall produced by the collection of assessments at the guaranteed levels for as long developer maintains control of the Association; it being understood that in all events, the Developer's guarantee of the Association's short-fall shall terminate upon the turn-over of the Association by developer. In exchange for this guarantee, Developer will not pay assessments on unsold units. This composite guarantee begins upon recordation and ends December 1991, or upon turnover, whichever occurs first.

21. **SEVERABILITY** - If any provision of this Declaration or the Exhibits thereto, as now constituted or as later amended, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

22. **VOTING** - Each unit shall have one full vote in all matters.

23. **PARKING** - There shall be appurtenant to each unit at all times one covered parking space which shall be assigned to a Unit Owner and shall pass with the title thereto.

24. **LEASING** - The Developer does not presently have a program of leasing units in the Condominium. The leasing of units

by unit owners is permitted and is not restricted. Each unit owner may, in his sole discretion, elect to: (a) use the unit solely for his own use; (b) rent his unit through his own efforts; or (c) utilize the rental agency services of licensed real estate brokers in the area.

No representations or warranties with regard to the feasibility of rental of the Condominium units or income to be derived therefrom are made. Any prospective unit owner who desires to rent his unit shall independently determine and be responsible for the feasibility thereof. Any purchaser who intends to rent his unit should consult his own advisor with respect to tax consequences and economic advantages of owning a Condominium Unit.

The Developer's plan does not include a program of leasing units rather than selling them; however, Developer specifically reserves the right to lease units as economic conditions may warrant. The units in the condominium are being offered and sold in fee simple.

THE SALE, LEASE OR TRANSFER OF UNITS IS NOT RESTRICTED OR CONTROLLED. IT IS THE INTENT THAT THIS CONDOMINIUM NOT QUALIFY AS A "PUBLIC LODGING ESTABLISHMENT" AS DEFINED IN CHAPTER 509 FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME. IN THE EVENT A MINIMUM RENTAL PERIOD SHALL BE NECESSARY TO EFFECTUATE THIS INTENT, THIS SECTION SHALL BE DEEMED AUTOMATICALLY AMENDED TO PROVIDE FOR SUCH MINIMUM RENTAL PERIOD.

25. PLAN OF DEVELOPMENT - This is not a phase condominium. HEATHER RIDGE I OF BROOKSHIRE, A CONDOMINIUM, will be a 44 unit single family residential condominium in eleven (11) two story buildings. The legal description is contained on pages 1 and 2 of this Declaration and on Exhibit "A" attached hereto. There will be a maximum of 44 units in this condominium.

A. There will be two (2) typical unit types as follows:

Unit "A" - 2 bedroom/2 bathrooms consisting of 1,373 square feet of living space, an entry way consisting of 15 square feet, and a storage area consisting of 32 square feet for a total of 1,420 square feet.

Unit "B" - 2 bedroom/2 bathrooms consisting of 1,395 square feet of living space, an entry way consisting of 15 square feet, and a storage area consisting of 32 square feet for a total of 1,442 square feet.

Developer reserves the right to change unit types as determined by sales.

B. Voting: Each unit shall have one full vote in all matters.

C. The latest date of completion of construction, finishing and equipping HEATHER RIDGE I OF BROOKSHIRE, A CONDOMINIUM, is December, 1991.

26. MANDATORY MEMBERSHIP - THERE ARE MEMBERSHIPS IN A MASTER ASSOCIATION ASSOCIATED WITH THIS CONDOMINIUM FOR THE OPERATION AND MAINTENANCE OF CERTAIN COMMON PROPERTIES.

A. MEMBERSHIP IN THE MASTER ASSOCIATION IS MANDATORY FOR UNIT OWNERS.

B. UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COST AND EXPENSE OF MAINTENANCE, MANAGEMENT, UPKEEP, REPLACEMENT AND ASSESSMENTS UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROOKSHIRE BATH & TENNIS CLUB ASSOCIATION (the Association).

C. This condominium is part of and subject to the Master Declaration of Covenants, Conditions and Restrictions for BROOKSHIRE BATH & TENNIS CLUB dated January 8, 1987, and recorded in Official Records of Lee County, Florida. Each owner of a condominium unit in this condominium shall automatically become a member in the BROOKSHIRE BATH & TENNIS CLUB ASSOCIATION, INC., a non-profit corporation, which has been created to maintain certain common properties as defined in the Declaration of Covenants, Conditions and Restrictions as above referenced.

D. Nothing herein contained or contained in the Declaration of Covenants, Conditions and Restrictions as above referenced shall obligate the Developer of this condominium to construct any improvement or provide any maintenance regarding the common properties of the BROOKSHIRE BATH & TENNIS CLUB ASSOCIATION INC.

E. All members in the BROOKSHIRE BATH & TENNIS CLUB ASSOCIATION, INC. are subject to and shall abide by the Master Declaration of Covenants, Conditions and Restrictions for the BROOKSHIRE BATH & TENNIS CLUB as above referenced. The Estimated Operating Budget for HEATHER RIDGE I OF BROOKSHIRE CONDOMINIUM ASSOCIATION, INC. reflects the assessment by the BROOKSHIRE BATH & TENNIS CLUB ASSOCIATION, INC., which is subject to change.

27. RECREATIONAL FACILITIES -

HEATHER RIDGE I OF BROOKSHIRE, A CONDOMINIUM, will contain no recreational facilities. The unit owners will have the use of the recreational facilities described in the Master Declaration of Covenants, Conditions and Restrictions for BROOKSHIRE BATH & TENNIS CLUB (See Exhibit "G"), and as more fully described below:

RECREATIONAL AREA I:

(1) Clubhouse Building, approximately 5,400 square feet under roof including two (2) Racquetball Courts and Exercise Room and has an approximate capacity of 233 persons.

(2) One (1) pool approximately 30' x 75' plus entry area surrounded by an 80' x 105' concrete deck with an approximate capacity of 50 persons for the pool and 75 persons for the deck.

(3) Six (6) regulation size tennis courts, covered with a hard-coat surface.

RECREATIONAL AREA II:

(1) One (1) pool approximately 20' X 40' surrounded by a deck approximately 55' x 95' with a capacity of 25 persons for the pool and 38 for the deck.

RECREATIONAL AREA III:

- (1) One (1) exercise and jogging path.
- (2) Multipurpose-use activity and athletic fields

THESE FACILITIES ARE NOT A PART OF HEATHER RIDGE I OF BROOKSHIRE, A CONDOMINIUM.

28. WHITEHAVEN LANE - INGRESS AND EGRESS EASEMENT.

Whitehaven Lane is an ingress and egress roadway for the use of the unit owners of HEATHER RIDGE I OF BROOKSHIRE, A CONDOMINIUM, as shown on the site plan, Exhibit "A1" to the Declaration of Condominium. Whitehaven Lane is not a part of the condominium. This easement (Whitehaven Lane) shall be deeded by the Developer to the Master Association at the time all of the tracts in Brookshire have been developed. The ingress and egress easement maintenance shall be

shared proportionately by all of the unit owners of Tract "L" (and future contiguous owners) and is reflected in the budget attached hereto as Exhibit "F".

A committee shall be appointed by the Association in conjunction with Tract "L" unit owners and other contiguous owners for the purpose of maintaining the above described easement.

29. THE 100 YEAR FLOOD EVALUATION as determined by the Federal Flood Insurance Rate Maps places this property in an area that is subject to flooding under the 100 year event and, therefore, the property owners are advised to consult the County Building Department and consider this matter at the time of construction or purchase of a residential structure.

30. ARBITRATION - If a dispute arises, it may be resolved by arbitration (which shall be voluntary on the part of both parties) in accordance with the then existing rules of the American Arbitration Association and a judgment of specific performance upon the arbitrators' award may be entered in any court of jurisdiction. The arbitration expense shall be shared equally by the owner and the Association.

31. FNMA/FHA/VA APPROVAL - As long as there remains uncompleted facilities, unclosed units and any mortgage encumbering any unit insured by the Federal Housing Administration or guaranteed by the Veterans Administration, or where the Federal National Mortgage Association is a mortgagee or first mortgage holder, the following actions will require the prior approval of the respective authority: annexation of additional properties other than the property described in the Master Association documentation and/or amendment of such Master Association documentation, otherwise such approval will not be required.

THIS DECLARATION OF CONDOMINIUM and attachments hereto made and entered into this 14 day of APRIL, 1988.

Dorlene J. Poel

Judith A. Hund
Witness

BROOKSHIRE DEVELOPMENT
COMPANY, INC. a Florida
Corporation

BY: *James R. [Signature]* (SEAL)

U. S. HOME CORPORATION,
A Delaware Corporation
authorized to do business
in the State of Florida

Judith A. Hind
Judith A. Hind

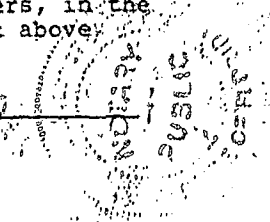
BY: *[Signature]*

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this 14th day of April,
A.D., 1988, before me personally appeared Susan M. Spren
of BROOKSHIRE DEVELOPMENT COMPANY, INC., a Florida corporation, to
me known to be the person described in and who executed the
foregoing Declaration of Condominium of HEATHER RIDGE I OF
BROOKSHIRE, A CONDOMINIUM, and he acknowledged the execution
thereof to be his free act and deed as such officer, for the uses
and purposes therein mentioned; and that he affixed thereto the
official seal of said corporation, and the said instrument is the
act and deed of said corporation.

WITNESS my hand and official seal at Fort Myers, in the
County and State named above, on the day and year last above
written.

[Signature]
Notary Public



My Commission Expires:

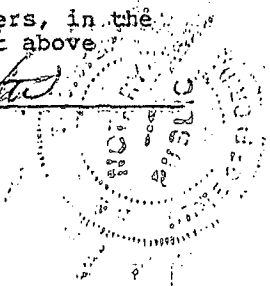
8-13-91

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this 14th day of April,
1988, before me personally appeared Bruce Upton, as Vice
President of U. S. HOME CORPORATION, a Delaware Corporation
authorized to do business in the State of Florida, (SOUTH FLORIDA
DIVISION) to me known to be the person described in and who
executed the foregoing Declaration of Condominium of HEATHER RIDGE
I OF BROOKSHIRE, A CONDOMINIUM, and he acknowledged the execution
thereof to be his free act and deed as such officer, for the uses
and purposes therein mentioned; and that he affixed thereto the
official seal of said corporation, and the said instrument is the
act and deed of said corporation.

WITNESS my hand and official seal at Fort Myers, in the
County and State named above, on the day and year last above
written.

[Signature]
Notary Public



My Commission Expires:

8-13-91

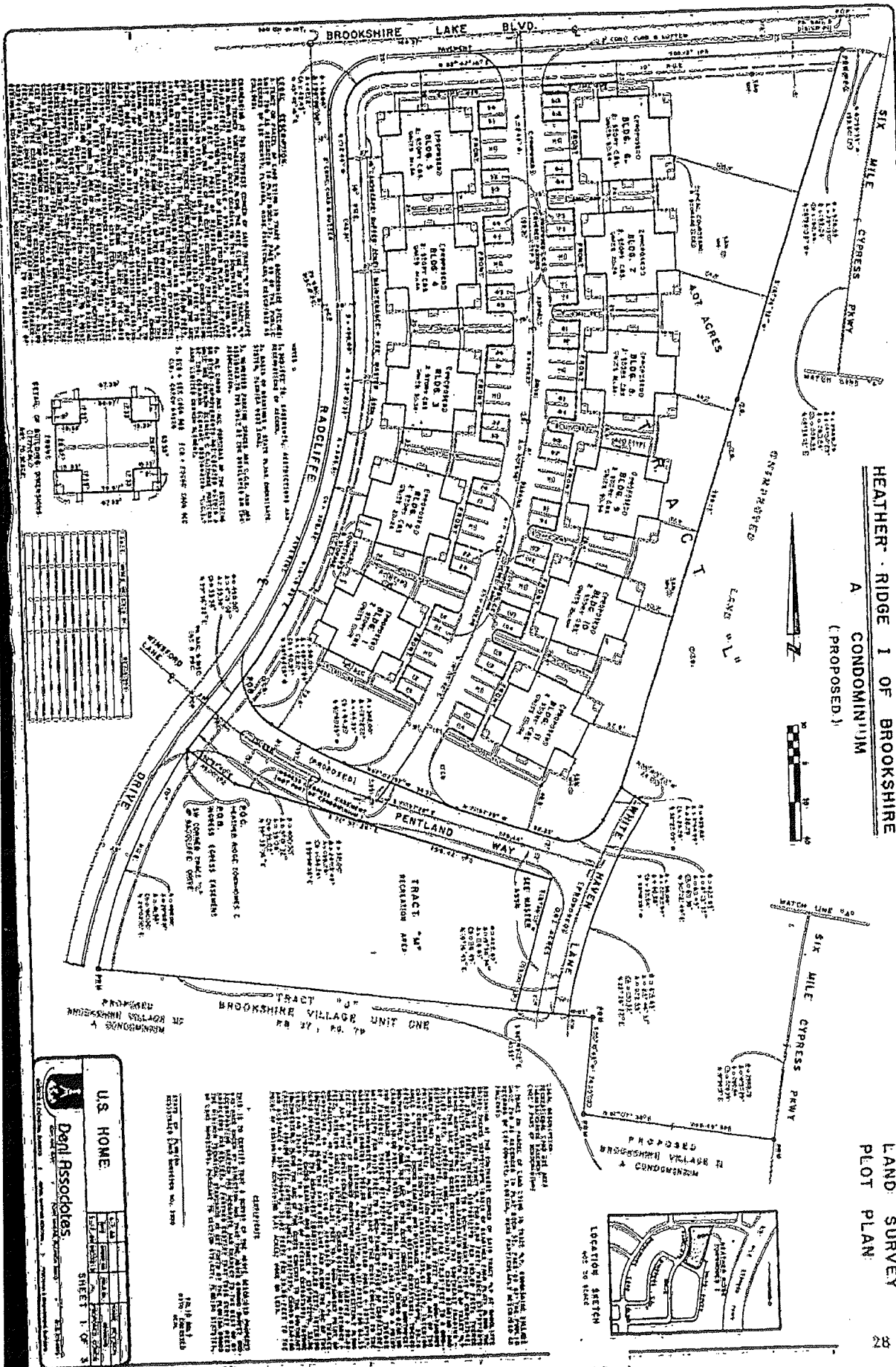
HEATHER RIDGE I OF BROOKSHIRE, A CONDOMINIUM

LEGAL DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN TRACT "L", BROOKSHIRE VILLAGE UNIT TWO AS RECORDED IN PLAT BOOK 37, PAGE 89 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT "L" AT RADCLIFFE DRIVE; THENCE NORTHEASTERLY ALONG THE WEST LINE OF SAID TRACT "L" AND ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST (RADIUS = 400.00 FEET, INTERIOR ANGLE = $5^{\circ}01'32''$, CHORD BEARING AND DISTANCE = $N39^{\circ}33'06''E$ [BASIS OF BEARINGS FROM PLAT], 35.07 FEET) FOR 35.08 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF THE CURVE CONCAVE TO THE NORTHWEST (RADIUS = 450.00 FEET, INTERIOR ANGLE = $4^{\circ}15'02''$, CHORD BEARING AND DISTANCE = $N39^{\circ}56'22''E$, 33.38 FEET) FOR 33.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF THE CURVE CONCAVE TO THE NORTHWEST (RADIUS = 450.00 FEET, INTERIOR ANGLE = $39^{\circ}01'35''$, CHORD BEARING AND DISTANCE = $N18^{\circ}18'03''E$, 300.62 FEET) FOR 306.51 FEET TO A POINT OF TANGENCY; THENCE $N1^{\circ}12'44''W$ FOR 143.31 FEET TO THE POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF THE CURVE CONCAVE TO THE SOUTHEAST (RADIUS = 30.00 FEET, INTERIOR ANGLE = 90° , CHORD BEARING AND DISTANCE = $N43^{\circ}47'16''E$, 42.43 FEET) FOR 47.12 FEET TO A POINT OF TANGENCY ON THE NORTH LINE OF AFORESAID TRACT "L"; THENCE $N88^{\circ}47'16''E$ FOR 358.12 FEET; THENCE $S18^{\circ}26'32''W$ LEAVING SAID NORTH LINE FOR 588.13 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF THE CURVE CONCAVE TO THE SOUTHEAST (RADIUS = 439.83 FEET, INTERIOR ANGLE = $3^{\circ}44'59''$, CHORD BEARING AND DISTANCE = $S32^{\circ}27'09''W$, 28.78 FEET) FOR 28.79 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF THE CURVE CONCAVE TO THE NORTHWEST (RADIUS = 30.00 FEET, INTERIOR ANGLE = $77^{\circ}27'54''$, CHORD BEARING AND DISTANCE = $S69^{\circ}18'36''W$, 37.54 FEET) FOR 40.56 FEET TO A POINT OF TANGENCY; THENCE $N71^{\circ}57'28''W$ FOR 82.23 FEET; THENCE $N67^{\circ}02'52''W$ FOR 94.33 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF THE CURVE CONCAVE TO THE NORTHEAST (RADIUS = 302.00 FEET, INTERIOR ANGLE = $12^{\circ}12'17''$, CHORD BEARING AND DISTANCE = $N61^{\circ}01'25''W$, 64.21 FEET) FOR 64.33 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF THE CURVE CONCAVE TO THE NORTHEAST (RADIUS = 50.00 FEET, INTERIOR ANGLE = $48^{\circ}22'04''$, CHORD BEARING AND DISTANCE = $N30^{\circ}44'15''W$, 40.97 FEET) FOR 42.21 FEET TO THE POINT OF BEGINNING. CONTAINING 4.07 ACRES, MORE OR LESS.

EXHIBIT "A"



NOTES:

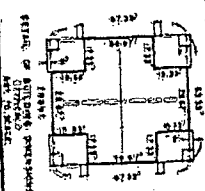
1. THE PROPOSED CONDOMINIUM IS TO BE DEVELOPED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF BROOKSHIRE LAKE BLVD. AND WHITE LANE, BROOKSHIRE, TEXAS.

2. THE CONDOMINIUM IS TO BE DEVELOPED IN ACCORDANCE WITH THE PROVISIONS OF THE TEXAS CONDOMINIUM ACT, CHAPTER 91, TEXAS VEHICULAR CODE, AND THE TEXAS PROPERTY CODE, CHAPTER 656, TEXAS VEHICULAR CODE.

3. THE CONDOMINIUM IS TO BE DEVELOPED IN ACCORDANCE WITH THE PROVISIONS OF THE TEXAS CONDOMINIUM ACT, CHAPTER 91, TEXAS VEHICULAR CODE, AND THE TEXAS PROPERTY CODE, CHAPTER 656, TEXAS VEHICULAR CODE.

4. THE CONDOMINIUM IS TO BE DEVELOPED IN ACCORDANCE WITH THE PROVISIONS OF THE TEXAS CONDOMINIUM ACT, CHAPTER 91, TEXAS VEHICULAR CODE, AND THE TEXAS PROPERTY CODE, CHAPTER 656, TEXAS VEHICULAR CODE.

5. THE CONDOMINIUM IS TO BE DEVELOPED IN ACCORDANCE WITH THE PROVISIONS OF THE TEXAS CONDOMINIUM ACT, CHAPTER 91, TEXAS VEHICULAR CODE, AND THE TEXAS PROPERTY CODE, CHAPTER 656, TEXAS VEHICULAR CODE.



NO.	DESCRIPTION	AREA (SQ. FT.)
1	UNIT 101	1,200
2	UNIT 102	1,200
3	UNIT 103	1,200
4	UNIT 104	1,200
5	UNIT 105	1,200
6	UNIT 106	1,200
7	UNIT 107	1,200
8	UNIT 108	1,200
9	UNIT 109	1,200
10	UNIT 110	1,200
11	UNIT 111	1,200
12	UNIT 112	1,200
13	UNIT 113	1,200
14	UNIT 114	1,200
15	UNIT 115	1,200
16	UNIT 116	1,200
17	UNIT 117	1,200
18	UNIT 118	1,200
19	UNIT 119	1,200
20	UNIT 120	1,200

U.S. HOME

Deal Associates

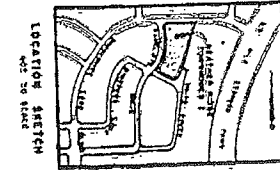
10000 Brookshire Blvd., Suite 100, Brookshire, TX 77813

713-261-1111

SHEET 1 OF 3

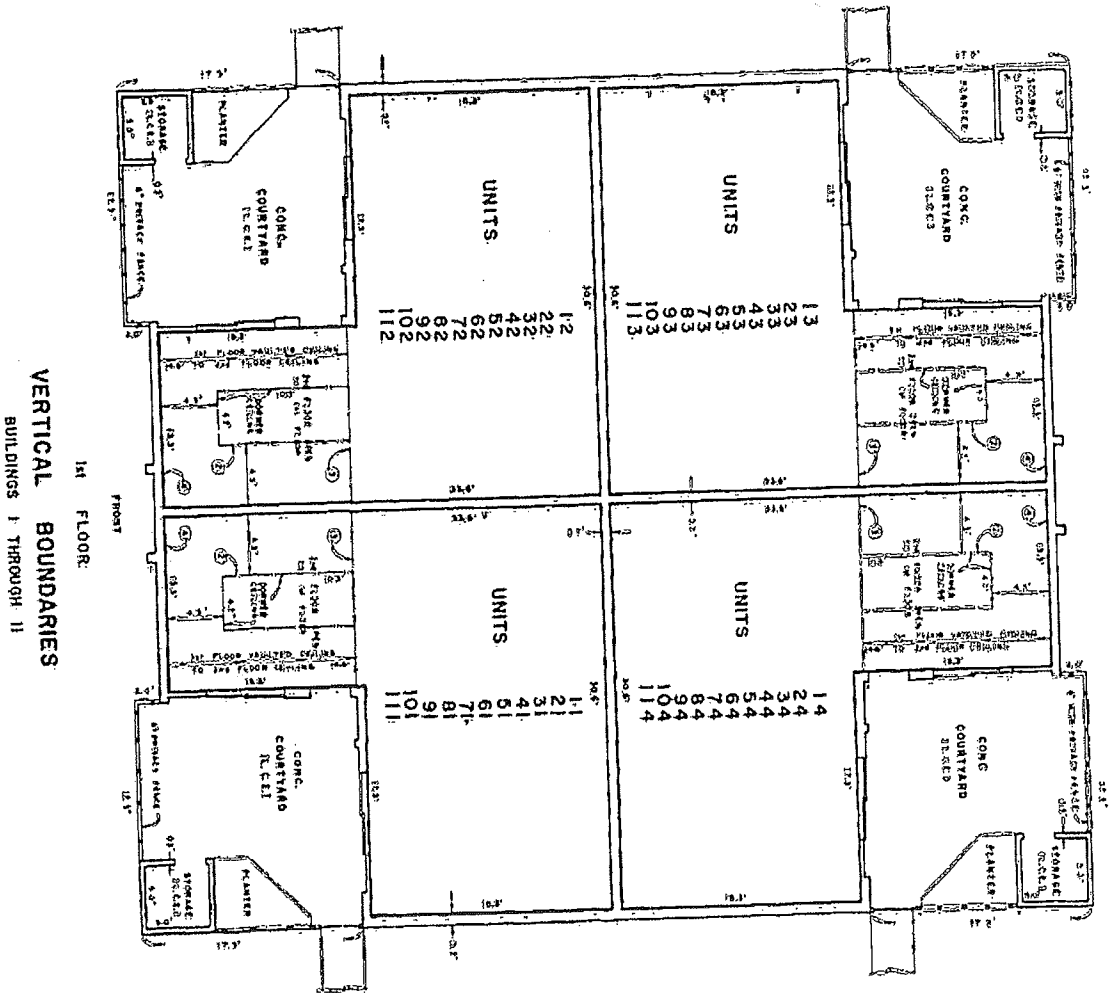
DISCLAIMER:

THIS IS A PRELIMINARY SURVEY AND SHOULD NOT BE USED FOR ANY PURPOSES WITHOUT THE APPROVAL OF THE SURVEYOR. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS SURVEY. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS SURVEY.



**HEATHER RIDGE I OF BROOKSHIRE
A CONDOMINIUM
(PROPOSED)**

**EXHIBIT "A"
LAND SURVEY
PLOT PLAN**



**HEATHER RIDGE I OF BROOKSHIRE
A CONDOMINIUM
(PROPOSED)**

**EXHIBIT "A"
UNIT BOUNDARIES**

NOTES:
1. THE UNIT BOUNDARIES SHOWN HEREON ARE BASED UPON THE RECORD PLANS AND SURVEY DATA.
2. THE UNIT BOUNDARIES SHOWN HEREON ARE BASED UPON THE RECORD PLANS AND SURVEY DATA.
3. THE UNIT BOUNDARIES SHOWN HEREON ARE BASED UPON THE RECORD PLANS AND SURVEY DATA.
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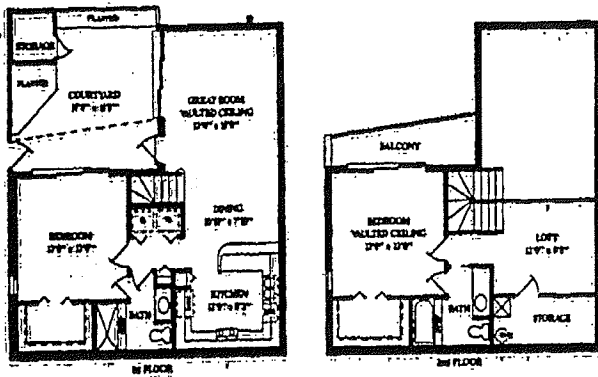


U.S. HOME
Deal Assist

DATE	10/15/11
BY	DAVID J. HARRIS
CHECKED BY	DAVID J. HARRIS
PROJECT NO.	10/15/11
SHEET	2 OF 3

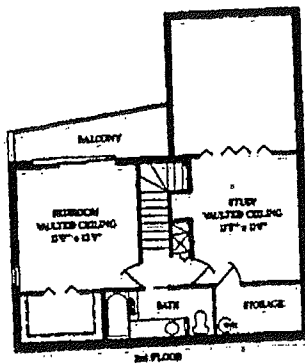
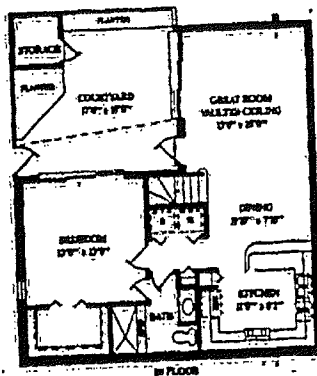
HEATHER RIDGE I OF BROOKSHIRE, A CONDOMINIUM

UNIT TYPE "A"



LIVING	1373
ENTRY	15
STORAGE	32
TOTAL	1420

HEATHER RIDGE I OF BROOKSHIRE, A CONDOMINIUM
UNIT TYPE "B"



LIVING	1395
ENTRY	15
STORAGE	32
TOTAL	1442

LEGAL DESCRIPTION
 RECREATIONAL LAND USE AREA
 INGRESS/EGRESS EASEMENT
 (NOT A PART OF CONDOMINIUM)

A TRACT OR PARCEL OF LAND LYING IN TRACT "L", BROOKSHIRE VILLAGE UNIT TWO AS RECORDED IN PLAT BOOK 37, PAGE 89 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "L" AT RADCLIFFE DRIVE; THENCE S52°57'40"E (BASIS OF BEARINGS FROM PLAT) ALONG THE SOUTH LINE OF SAID TRACT "L" FOR 45.00 FEET; THENCE S71°57'28"E FOR 256.42 FEET; THENCE S16°49'17"W FOR 103.00 FEET; THENCE S82°49'17"E FOR 41.37 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE NORTHEASTERLY LEAVING AFORESAID SOUTH LINE OF TRACT "L" ALONG THE ARC OF THE CURVE CONCAVE TO THE SOUTHEAST (RADIUS = 415.83 FEET, INTERIOR ANGLE = 23°46'31", CHORD BEARING AND DISTANCE = N22°26'22"E, 171.32 FEET) FOR 172.55 FEET TO A NON-TANGENT LINE; THENCE N55°40'23"W FOR 24.00 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF THE CURVE CONCAVE TO THE SOUTHEAST (RADIUS = 439.83 FEET, INTERIOR ANGLE = 3°44'59", CHORD BEARING AND DISTANCE = S32°27'09"W, 28.78 FEET) FOR 28.79 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF THE CURVE CONCAVE TO THE NORTHWEST (RADIUS = 30.00 FEET, INTERIOR ANGLE = 77°27'54", CHORD BEARING AND DISTANCE = S69°18'36"W, 37.54 FEET) FOR 40.56 FEET TO A POINT OF TANGENCY; THENCE N71°57'28"W FOR 82.23 FEET; THENCE N67°02'52"W FOR 94.33 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF THE CURVE CONCAVE TO THE NORTHEAST (RADIUS = 302.00 FEET, INTERIOR ANGLE = 12°12'17", CHORD BEARING AND DISTANCE = N61°01'25"W, 64.21 FEET) FOR 64.33 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF THE CURVE CONCAVE TO THE NORTHEAST (RADIUS = 50.00 FEET, INTERIOR ANGLE = 48°22'04", CHORD BEARING AND DISTANCE = N30°44'15"W, 40.97 FEET) FOR 42.21 FEET TO A NON-TANGENT POINT OF CURVATURE ON THE WEST LINE OF AFORESAID TRACT "L"; THENCE SOUTHWESTERLY ALONG THE SAID WEST LINE AND ALONG THE ARC OF THE CURVE CONCAVE TO THE NORTHWEST (RADIUS = 450.00 FEET, INTERIOR ANGLE = 4°15'02", CHORD BEARING AND DISTANCE = S39°56'22"W, 33.38 FEET) FOR 33.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF THE CURVE CONCAVE TO THE SOUTHEAST (RADIUS = 400.00 FEET; INTERIOR ANGLE = 5°01'32", CHORD BEARING AND DISTANCE = S39°33'06"W, 35.07 FEET) FOR 35.08 FEET TO THE POINT OF BEGINNING. CONTAINING 0.41 ACRES, MORE OR LESS.

NOT A PART OF THE CONDOMINIUM

Future Value of Money:	Replacement Cost	No. Yrs.	Straight Line		Future Value	
			Annual Pmt.	Balance @ Compound Int.	Future Value	Balance @ Compound Int.
Roofing	\$ 7,410.00	23	\$ 322.17	\$15,140.65	\$ 150.00	\$ 7,425.34
Paving	8,645.00	15	576.33	13,414.64	375.00	8,728.49
Painting	1,334.00	4	333.50	1,458.93	310.00	1,356.13
Tennis Court	4,354.50	15	323.63	7,532.80	210.00	4,887.95
Pools & Spa	20,000.00	9	2,311.11	26,556.43	1,010.20	20,000.43

NOTE E: Taxes—Property and related taxes: It is assumed each unit owner, upon purchase of his/her unit will receive an undivided prorata interest in all association property (common area properties).

REC 1892PG3680

APPORTIONMENT OF COMMON EXPENSES AND COMMON SURPLUS
AND OWNERSHIP OF COMMON ELEMENTS

The manner in which the apportionment of common expenses and common surplus and the ownership of common elements has been determined is by utilizing a fraction, the numerator of which is one (1) and the denominator of which is the number of all units submitted to the condominium ownership. Therefore, each unit will own a 1/44th interest in the common expenses, common surplus and common elements.

EXHIBIT "B"

4017057

FOR CLERK'S USE ONLY



OR2736 Pg2120

19.96
last one
filed

CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM
HEATHER RIDGE I OF BROOKSHIRE, A CONDOMINIUM**

**BY-LAWS
HEATHER RIDGE I OF BROOKSHIRE CONDOMINIUM ASSOCIATION, INC.**

I HEREBY CERTIFY that the following amendments to the Declaration of Condominium of Heather Ridge I of Brookshire Condominium and the amendments to the By-Laws of Heather Ridge I of Brookshire Condominium Association, Inc., which Declaration is recorded at O.R. Book 2011, Page 824, of the Public Records of Lee County, Florida, were duly adopted by the Association membership at the duly noticed special members' meeting of the Association on the 28th day of June, 1996. Said amendments were approved by a proper percentage of votes of the voting interests of the Association.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

DECLARATION OF CONDOMINIUM

10. USE RESTRICTIONS. The use of the property of the condominium shall be in accordance with the Rules and Regulations attached as Exhibit C, the restrictions as set forth in the Master Declaration of Covenants, Conditions and Restrictions for the BROOKSHIRE BATH AND TENNIS CLUB and all exhibits thereto and the following provisions:

(Sections (A) and (B) Unchanged)

C. REGULATIONS - Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by a majority vote of the Association Board of Directors. Copies of such regulations and amendments thereto shall be posted conspicuously and shall be furnished by the Association to all unit owners. No regulation may unlawfully discriminate against any group or class of users. No new or amended rule or regulation may be enforced prior to approval by the owners Board.

(Remainder of Article 10 Unchanged)

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: C. KELLER, D.C. 9

LAW OFFICES

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