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3648748

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

BELLE MEADE SUBDIVISION

* RECORD VERIFIED - CHARLIE GREEN, CLERK •
© BY: SUSAN THOMPSON •

THIS DECLARATION is made this 10th day of MAY,
19 94, by SOUTH FLORIDA PROPERTIES, L.L.C., an Oklahoma limited
liability company doing business in Florida as SOUTH FLORIDA
PROPERTIES OF S.W. FLORIDA, L.C., the declarants and fee simple
owners of the property, declare that the real property which is
owned by them and is platted as "BELLE MEADE SUBDIVISION", in Plat
Book 55 at Pages 47 through 50, of the Public Records
of Lee County, Florida, shall be owned, transferred, sold, con-
veyed, used, and occupied subject to the covenants and restrictions
set forth in this Declaration.

All owners of property within the subdivision will take title
subject to this Declaration and its covenants and restrictions
which shall run with the land.

1. DEFINITIONS.

The following terms, when used in this Declaration, will have
the meaning shown, except that singular nouns may include the
plural, and one gender the others:

1.1. "Architectural Control Committee" is a committee which
the Association may establish to enforce the use restrictions and
plan restrictions of this Declaration.

1.2. "Articles" are the Articles of Incorporation of the
Association, as amended from time to time. A copy of the Articles
is attached as Exhibit "1" to this Declaration.

1.3. "Assessments" means regular assessments to fund the
budget of the Association and special assessments for items
incurred during any calendar year that are not included in the
budget.

1.4. "Association" is THE BELLE MEADE PROPERTY OWNERS
ASSOCIATION, INC., a Florida corporation not-for-profit.

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1.5. "Bylaws" are the Bylaws of the Association as amended from time to time. A copy of the Bylaws is attached as Exhibit "2" to this Declaration.

1.6. "Common Property" means the real and personal property, and any interests in these, owned by the Association, including but not limited to the drainage easements.

1.7. "Developer" is SOUTH FLORIDA PROPERTIES, L.L.C., an Oklahoma limited liability company doing business in Florida as SOUTH FLORIDA PROPERTIES OF S.W. FLORIDA, L.C.

1.8. "Drainage Easements" are the easements within which retention of the surface waters and storm sewers may be constructed, maintained and used.

1.8.1. The initial drainage easements are drawn or described on the Plat or described in this Declaration.

1.8.2. The right to alter the construction, design or location of the surface water management system, including the drainage easements, is reserved to the developer, as long as he is in title to any lot, and then to the Association. As long as the developer is in title to any lot, he shall have the exclusive right to alter the construction, design or location of surface water management system, including the drainage easements; thereafter, such right is shall be deemed transferred to the Association. Provided, however, that any alteration of the design or location of the surface water management system, including the drainage easements, may be made only with the prior written consent of the South Florida Water Management District, and any other governmental agency having jurisdiction, and must comply with all laws in force at the time of alteration.

1.8.3. All drainage easements are exclusive to lot owners and may be used by the lot owners in common with each other, but may not be used by the public; provided, however, that the right to grant public and private drainage easements over and across the drainage easements in the subdivision is reserved first to the developer, as long as he is in title to any lot, and then to the Association. As long as the developer is in title to any lot, he shall have the exclusive right to grant public and private easements over and across the drainage easements in the subdivision; thereafter, such right shall be deemed transferred to the Association. Unless such public or private drainage easements are granted by the developer or the Association, property owners outside of the subdivision may not use the drainage easements in the subdivision.

1.9. "Easements" are those easements described or drawn on the Plat, and those described in this Declaration. All easements are non-exclusive and may be used by the lot owners in common with

each other and the public. All drainage easements are exclusive and reserved for the use of the lot owners of the subdivision, subject to the rights of the developer and the Association to grant public and private drainage easements provided herein.

1.10. "Initial Budget" of the Association is attached as Exhibit "3", and is based on a calendar year.

1.11. "Lot" is one of the parcels of real property within the subdivision or any parcel resulting from a later subdivision of one of those lots or combination of two or more lots into a single lot.

1.12. "Open Space" is any area of land within the Plat that is not included within any Lot. All open space shall be preserved or maintained so that its use and enjoyment as open space will not be diminished or destroyed. All open space shall be owned and controlled by the Association. "Common area" is a synonym.

1.13. "Owner" or "Lot Owner" is the person or entity who is the record owner of a Lot. It will not, however, include purchasers under contract, mortgagees, or other owners of equitable interests.

1.14. "Plat" is the Plat of the subdivision which is identified on the first page of this Declaration, together with any and all amendments.

1.15. "Roads" are the roadway easements described or drawn on the Plat, within which roadway easements, sidewalks, curbs, gutters, sewers, storm sewers, ditches, swales, water mains, gas mains, electric cables, telephone cables and other utilities may be constructed, maintained and used. Therefore, the roadway easements are both easements for ingress and egress and utility easements. All roads and roadway easements are non-exclusive and may be used by the lot owners in common with each other and the public.

1.16. "Subdivision" is the property described below, which is also the real property described in the Plat:

**SEE EXHIBIT "4" ATTACHED HERETO AND MADE
A PART HEREOF**

1.17 "Turnover Date" shall mean the date that the developer ceases to control the Association. As provided in the last paragraph of this Declaration, the developer shall control the Association and the enforcement and amendment of this Declaration, the Articles and the Bylaws until the turnover date.

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1.18. "Utility Easements" are the easements within which sewers, storm sewers, water mains, gas mains, electric cables, telephone cables and other utilities may be constructed, maintained and used. The initial utility easements are drawn or described on the Plat or described in this Declaration. All utility easements are non-exclusive and may be used by the lot owners in common with each other and the public.

1.19. "Waste Water" is sewage and waste water, but not storm water runoff.

2. DEVELOPER, ASSOCIATION, AND LOT OWNERS.

2.1. Developer. The developer declares that the Property shall hereafter be conveyed subject to the terms and conditions of this Declaration. The developer hereby reserves the rights reserved in this Declaration to the developer.

2.2. Association. The Association shall:

2.2.1. Prepare a budget for the maintenance of the drainage easements and other property of the Association each calendar year and operation of the business of the Association, to carry out its purposes.

2.2.2. The budget shall contain reserves for the restoration, acquisition, improvement, and replacement of all capital improvements, as well as annual expenses.

2.2.3. The Board of Directors of the Association, however, may, in the annual budget, waive the assessments for reserves for any calendar year, in its absolute discretion, in which event reserves shall not be collected by assessments. Assessments for reserves, however, may be waived by the Board only one year at a time and shall be deemed waived if not specifically included in the annual budget.

2.2.4. Review and approve plans submitted by lot owners for approval according to the restrictions of this Declaration.

2.2.5. Establish an Architectural Review Committee and, in the absence of such committee, the functions of the committee shall be performed by the Board of Directors of the Association after turnover.

2.2.6. Make regular assessments against the lot owners at least annually to fund the budget. The first year's assessment shall be Three Hundred and 00/100 Dollars (\$300.00) per lot.

2.2.7. Make special assessments against lot owners to fund any expense or capital improvement the need for which arises during any calendar year and the provision of which is not provided for in the budget, in the judgment of the Board of Directors.

2.2.8. Collect the assessments by action for money damages or suit to foreclose the lien for assessments, together with interest, attorney's fees, and costs, as provided in this Declaration and the Articles.

2.2.9. Maintain, restore, replace, and improve the drainage easements, drainage structures and improvements.

2.2.10. Enforce this Declaration and the Articles and Bylaws as allowed by law.

2.2.11. Govern the preservation of the common interests and represent the common interests of the lot owners in any matter, including condemnation suits or class actions, in which the common interests of the lot owners are at issue.

2.2.12. Construct, maintain, improve and restore drainage structures and improvements, within each drainage easement in the subdivision, to the extent that any of these are not constructed or maintained by any governmental agency or others.

2.2.13. Construct, maintain, improve and restore the surface water drainage system, ditches, and swales within each drainage easement in the subdivision, to the extent that any of these are not constructed or maintained by any governmental agency or others.

2.2.14. Drain surface water run-off from the Lots through the drainage structures constructed within drainage easements, utility easements and road easements, for storage, on-site retention, and discharge, as required by law.

2.2.15. Construct, maintain, improve and restore the roads to the extent not constructed and maintained by any governmental agency or others.

2.2.16. Construct, maintain, improve and restore the sewer and water system to the extent not constructed and maintained by any governmental agency, franchisee or others.

2.2.17. After the developer is no longer in title to any lot in the subdivision, grant to property owners outside the subdivision the right to use the surface water drainage system in the subdivision on such terms and conditions as the Board deems acceptable in its discretion.

2.2.18. Own and convey property.

2.2.19. Operate and maintain all common property of the subdivision, specifically including the surface water management system as permitted by the South Florida Water Management District including retention areas, culverts and related appurtenances. Any common area or open space owned by the Association shall not be subject to further subdivision or development, except as allowed by law.

2.2.20. Sue and be sued.

2.2.21. Contract for services necessary for the operation and maintenance of the subdivision property and, in particular, the surface water management system.

2.2.22. From time to time, adopt reasonable rules and regulations for the maintenance and operation of the property of the Association and the management of the Association's business.

2.2.23. As long as the developer owns one lot in the subdivision, the developer shall control the Association, unless the developer has turned over control of the Association to the other lot owners as provided below.

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2.3. Lot Owners. The lot owners shall:

2.3.1. Use the roadways and utility easements in common with each other and the public.

2.3.2. Use sewer lines, storm sewers, water mains and lines, gas mains, electric cables, telephone cables and other utilities within each utility easement in common with each other and the public.

2.3.3. Use the surface water drainage system, easements, ditches, swales, and other structures and improvements within each drainage easement in common with each other, and others as granted by the developer or the Association.

2.3.4. Use roads in the subdivision in common with each other and the public.

3. MEMBERSHIP IN THE ASSOCIATION.

Each lot owner will be a member of the Association. Membership in the Association will be appurtenant to, and may not be separated from, ownership of a lot. Each lot owner will be entitled to vote upon all matters coming before the membership as provided in the articles after turnover by the developer as provided below.

4. ASSESSMENTS.

4.1. Association Budget. Each year, the Association shall adopt a budget for reasonable expenses and capital expenditures anticipated to operate and maintain the Association and its property, and in particular the surface water management system.

4.2. Right to Assess and Collect Assessments to Fund Budget. The Association may assess and collect regular assessments to fund the budget of the Association and special assessments for items incurred during any calendar year that are not included in the budget. Assessments may be assessed on a monthly, quarterly or annual basis. Assessments shall be payable as determined by the Association. Assessments shall be for reasonable expenses and capital expenditures of the Association in maintaining the health, safety and welfare of the lot owners and operation and maintenance of Association property and the surface water management system and appurtenant structures. The Association will make and collect assessments against the lots as provided in the articles and as follows:

4.3. Liability, Liens, and Subordination.

4.3.1. Liability. Lot owners are personally liable for assessments against their lots, but the personal obligation of lot owners for unpaid assessments shall not be transferred to their

successors in title. Lot owners are also personally liable for interest on the assessments at the rate of 12% per annum on any assessment that is unpaid sixty days after it is mailed to the lot owners by regular mail to the address of the owner reflected in the records of the tax collector of Lee County. Interest shall accrue beginning on the 60th day after mailing. Lot owners are liable for personal money judgments for the amount of assessments unpaid and interest in favor of the Association, together with the reasonable attorney's fees and costs incurred by the Association in the lawsuit to secure the personal money judgment, including such fees and costs incurred on any appeal.

4.3.2. Association Lien Rights. The Association also has the right to record a "Claim of Lien" document in the Public Records of Lee County, Florida, against any lot for the unpaid balance of assessments owed by the lot owner of any lot. Once recorded, the "Claim of Lien" shall secure the unpaid balance of assessments together with interest at the rate of 12% on the unpaid balance as provided above, attorney's fees, and costs incurred by the Association in recording the lien document, and attorney's fees and costs incurred by the Association to foreclose the lien or by action for damages, including such fees and costs on any appeal. The "Claim of Lien" once recorded shall also secure all assessments, including special assessments, coming due after the date of the recording of the "Claim of Lien".

4.3.3. The lien rights of the Association shall attach only upon the recording of the Claim of Lien document and once recorded shall remain a lien on the property until released by the Association or merged into a final judgment of foreclosure of the lien. No lien whatsoever, legal or equitable, shall attach to any lot for unpaid assessments, regardless of the actual knowledge of the purchaser of outstanding assessments, unless a "Claim of Lien" has been recorded by the Association in the Public Records of Lee County, Florida. No party purchasing or acquiring any interest in a lot, including but not limited to mortgagees, has any duty to inquire with the Association or its officers and directors regarding the balance of assessments due at the time of transfer or acquiring of such lien unless a "Claim of Lien" document has been recorded prior to such time.

4.3.4. The lien rights granted herein to the Association shall be enforced only by recording a document entitled "Claim of Lien" signed and notarized by the president of the Association and recorded in the public records of Lee County, Florida, setting forth the total assessments past due as of the date signed. The Claim of Lien shall also secure the assessments coming due after the date of recording of the Claim of Lien, including special assessments. No lien whatsoever shall exist against any lot until such a Claim of Lien document is recorded in the public records of Lee County, Florida, by the Association, and if no lien document is recorded, there is no lien on any lot. Thereafter, suit on the

lien document may be brought for foreclosure against the lot as provided by law for foreclosures.

4.3.5. Each person or entity acquiring title or an interest in a lot, whether by deed, by mortgage, by foreclosure of a mortgage, deed in lieu of foreclosure, operation of law or otherwise, will not take title subject to the unpaid balance of any assessment unless a Claim of Lien document is recorded by the Association in the public records of Lee County, Florida, encumbering that lot prior to such person or entity acquiring title to a lot.

4.3.6. Subordination to First Mortgages. The lien rights of the Association granted under this Declaration or otherwise according to law are subordinate to any first mortgage encumbering any lot given to a state or federal bank, a life insurance company, or a state or federal savings and loan Association, and to any other mortgagee, including but not limited to purchase money mortgages; provided, however, that if a "Claim of Lien" document has been recorded in the Public Records of Lee County, Florida, by the Association prior to the recording of such mortgage, the said lien document shall be prior to any such mortgage to the extent of the assessments secured by said Claim of Lien and assessments coming due after the date of recording of a Claim of Lien by the Association are secured by the Claim of Lien, together with attorney's fees and court costs, as provided in this Declaration. Furthermore, this subordination shall extend only to assessments due as of the sale or transfer of the lot or lots pursuant to a decree of foreclosure of the mortgage or deed in lieu of foreclosure to the first mortgagee or the first mortgagee's assignee, and, therefore, any party taking title to a lot as a result of a foreclosure proceeding or by deed in lieu of foreclosure, including the mortgagee, shall be responsible for all assessments that accrue beginning the day after they acquire title to the lot for the assessments accruing on such day and thereafter, including any special assessment approved by the Association beginning the day after they acquire title.

4.4. Non-Use. No owner may waive or otherwise escape liability for payment of assessments, by any claim of non-use of a drainage easement or any drainage structure or improvement.

4.5. Unpaid Assessments. Any unpaid assessment that cannot be collected from any lot owner or as a lien against a lot shall be deemed to be an assessment divided equally among and payable by and a lien against all other lots in the subdivision, including the lot to which the unpaid assessment relates.

4.6. Exempt Property. Any lien recorded for unpaid assessments, interest, fees and costs will be subject to any easements for roadways, sidewalks, ingress and egress, utility

easements and drainage easements over and across any lot. However, the lien document recorded against any lot will encumber not only the portion of the lot which is capable of private exclusive use, but also the portion thereof which is subject to any easement.

5. USE RESTRICTIONS.

5.1. General Use Restrictions According to Law. Lots may be used for any purpose permitted under the zoning or land use ordinances or laws of all governmental agencies having jurisdiction over the zoning or land use of property within the subdivision, except as further limited by the terms of this declaration.

5.2. Specific Use Restrictions.

5.2.1. Single Family Residential Use Only. Each and all lots within the properties are restricted to the use of a single family, their household servants and guests, exclusively for residential purposes. By way of illustration, but not limitation, the lots or any buildings erected, or to be erected thereon, shall not be used for the purpose of any profession, trade, employment, service, manufacture or business of any description, nor as a school, hospital, or other charitable institution, nor as a hotel, apartment house, rooming house or place of public resort, nor for any sport other than such sports or games as are usually played in connection with the occupancy of private residences, nor for any purpose other than as a private residence.

5.2.2. One Residential Unit Only. Only one (1) residence may be built upon each lot. All residences must have a minimum of 2,200 square feet of living area, all under roof, enclosed and air conditioned, and an attached enclosed garage designed for not less than two cars, said garage to have a minimum square footage of not less than four hundred (400) square feet. A construction shed and related facilities may be placed on a lot by the developer or designated builder, and remain there temporarily during the course of active construction of a residence; otherwise, no portable or temporary buildings, mobile homes, tents, shacks, or barns may be placed on a lot. The developer or designated builder shall also be permitted to make temporary use, for model homes, sales displays, parking lots, sales offices, or other offices, or any one combination thereof, of a lot or unit, until the permanent cessation of all such uses, by developer or designated builder takes place.

5.2.3. Children. Children shall be permitted to reside in or on the lot or unit.

5.2.4. Clothes Lines. No exterior clothes lines or drying areas shall be permitted on any lot or unit.

5.2.5. Easements. Easements for the installation and maintenance of utilities and for the installation and maintenance of drainage facilities are reserved as shown on the plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage any structure installed in accordance with said easements, or prevent the installation and maintenance of utilities in the utility easements,

or that may change the direction of flow of drainage channels in the drainage easements, or that may obstruct or retard the flow of water through drainage channels in the drainage easements. The easement area of each lot and all improvements thereon shall be maintained continuously by the owner of the lot except for installations for which a public authority or utility company is responsible. All original grantees of the above-stated easements, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of all water lines, sanitary sewers, gas mains, storm drains, electric and telephone lines, under and through the utility and drainage easements as shown on the plat. There is hereby reserved a perpetual easement for the installation and maintenance of cable and community antenna radio and television lines. Any damage caused to pavements, driveways, drainage structures, sidewalks or other structures in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused such damage. All utilities within the properties, whether street rights-of-way or within utility easements, shall be installed and maintained underground.

5.2.6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, unit or common area, nor shall anything be done thereon which may be or may become, an annoyance or nuisance to the neighborhood.

5.2.7. Temporary Structure. Trailers, tents, shacks, barns or other temporary buildings of any design whatsoever are expressly prohibited within the properties and no temporary residence shall be permitted in any unfinished residential building. This restriction shall not prevent temporary buildings used by contractors of the developer or its agents and employees in construction work, which shall be removed from the premises on the completion of the dwelling.

5.2.8. Signs. No sign of any kind shall be displayed to the public view on any lot or unit except one sign, of not more than five (5) square feet, advertising the property for sale. Such signs as are allowed must be maintained in good condition at all times and must be removed upon the termination of their use. Any other signs must be approved by the Architectural Control Committee.

5.2.9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or within the properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within the properties, provided, however, developer shall be allowed to excavate for landscaping, filling and grading purposes. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the properties.

5.2.10. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on

any lot or in any improvement thereon, except that dogs, cats (and then not more than three (3) dogs and/or cats) or other household pets may be kept, provided that: they are not kept, bred or maintained for any commercial purpose or in excessive numbers and no more than three (3) dogs/or cats may be maintained at any time on any lot; all permissible household pets have been duly licensed in compliance with all governmental regulations; and they do not become an annoyance or nuisance to any neighbor. All such household pets shall not be permitted or allowed to stray, run, be, or go at large, without a leash or other appropriate restraint, in or upon any street, sidewalk, walkway, the common area or the private property of others without the express or implied consent of the owner of such private property. The Property Owners Association has the sole right and power to determine what is proper and acceptable relative to the above restrictions.

5.2.11. Sewage Disposal and Water Supply. No individual unit owner may permit to be located upon his unit any individual sewage disposal system or individual water supply system. This covenant shall not restrict the Association from permitting a water supply system or sewer system for the common use of the subdivision.

5.2.12. Commercial Trucks; Recreational Vehicles; Trailers; Boats. No commercial vehicles, other than those conducting business within the subdivision, and no home trailers, motor homes, trailers, equipment, or trucks (other than a property owners' personal pickup truck) or any other such entity which would have a negative impact on the subdivision, shall be permitted to be parked or stored at any place on any lot, unit or common area except during periods of developer's construction. No boats, boat trailers, recreational vehicles or trailers of any and every other description may be parked in the subdivision other than inside of garages or concealed from public view from all streets and neighboring property.

5.2.13. Garbage and Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except within plastic bags in sanitary containers required by the disposal company or other appropriate agency. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and screened by approved materials or landscaping so as not to be visible from adjoining property or roadways. It is further provided that garbage shall not be put out before 9:00 p.m. of the night prior to collection.

5.2.14. Drainage. No installations, improvements or structures shall be permitted, placed or erected, nor shall any alterations of any kind, including but not limited to landscaping, be made, permitted, or placed upon, any lot or unit which shall in any way hinder the surface or subsurface drainage of the properties.

5.2.15. Telephone, Gas, CATV, and Electric Services. Service to all units by telephone, gas, community radio and

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television, and electric power must be by underground services from easement areas into the improvements.

5.2.16. Unit Air Conditioners. No air conditioning or heating units may be mounted through windows or walls.

5.2.17. Exterior Antennas; Cable Reception Dishes. No television, radio or other antennas, exterior to the building, and no reception dishes for CATV shall be permitted on any lot.

5.2.18. Excavation. No excavation shall be made on the properties except excavation for the purposes of: pool installation; construction and building on the properties, by the developer, at the time of commencement of such building and construction; and the improvement of the gardens and grounds thereof, and no soil, sand or gravel shall be removed from the properties.

5.2.19. Waste Material. No building waste or other material, of any kind or description, shall be dumped or stored on the properties except clean earth for the purpose of grading in connection with the erection of a building thereon or for the immediate improvement of the grounds or landscaping thereof.

5.2.20. Solar Heat. Solar heat pipes or panels or other roof units are to be placed in such a manner as not to be visible from the street. The location of these items is subject to approval from the Architectural Control Committee.

5.3. Fences. See Paragraph 6.1 on Page 14.

5.4. Non-Impervious Land Use. All improvements to a lot shall comply with all applicable laws regarding non-impervious surfaces on the lot and surface water drainage and run-off. The drainage easements shall be shared proportionately by all lots in the calculation of surface water drainage requirements and the permissible degree of non-impervious surfaces on a lot.

5.5. Easements. The use and occupancy of any lot will be subject to the easements drawn or described on the Plat, those later dedicated to and accepted by the Association, and those described in this paragraph.

5.5.1. Subdivision of Lots. Utility easements and drainage easements are not hereby created or reserved along any of the lot lines resulting from the later subdivision of a lot, unless graphically depicted on the plat prepared at the time of such later subdivision.

5.5.2. Consolidation of Lots. If two or more lots having a common side lot line are consolidated into a single building site, then the utility easements and drainage easements which would otherwise exist along either side of those common side lot lines by virtue of this paragraph and as drawn or described on the Plat, will be vacated by the Association, subject to the following:

5.5.2.1. The owner of the lots being consolidated will request in writing that the Association vacate such easements;

5.5.2.2. The owner of the lots being consolidated provides the Association with sufficient documentation, as reasonably required by the Association, that determines that vacating the easements will not have any material adverse effect upon the use of the easement by any other lot owners in the subdivision and that the easements are not in use, or, if in use, relocation of utilities or drainage structures can be accomplished without material adverse effect upon the use of the easement by other lot owners in the subdivision;

5.5.2.3. If the easements being vacated are in use, the owner of the lots being consolidated relocates water, sewer, storm sewers, transmission cables and other utilities or drainage structures located within the easements being vacated within another reasonably acceptable easement area at their cost and expense; and

5.5.2.4. The Association, at the expense of the lot owners requesting the vacation, shall employ attorneys, engineers, surveyors, and others necessary for the vacation, to prepare an amendment to this Declaration and record it in the public records of Lee County, Florida, to indicate the consolidation of the Lots and vacation of the easements, and comply with all applicable Lee County regulations.

5.5.2.5. As long as the developer is the owner of one lot within the subdivision, the developer shall exercise all rights of the Association under this paragraph unless the developer has turned over control of the Association to the other lot owners. After the developer is not longer the owner of any lots in the subdivision, the Association shall exercise the rights granted to it in this paragraph.

5.6. Maintenance. Improvements made within any Easement of a private nature will be maintained by the person making the improvements and will not inhibit the use of the easement by others. Those which are not of a private nature will, however, be maintained by the Association to the extent not maintained by governmental agencies or otherwise.

5.7. Drainage Easements. Real property owners desiring to make improvements to their properties are required by law and governmental regulation to make provision for the on-site retention of surface water run-off. The quantity of surface water run-off for which provision must be made on site depends upon the size of the property and the percentage of the surface area which is committed by the improvements to impervious use. The drainage easements which are drawn or described on the Plat have been designed and either constructed or will be constructed based upon the assumption that the improvements made on a lot will not result

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in more than a certain percent of the lot being committed to impervious use, as specified in the Surface Water Permit issued by the South Florida Water Management District and the Development Order issued by Lee County, Florida, for the subdivision. If the improvements made on a lot should exceed that percentage of impervious use, then additional on-site retention will have to be provided by the Lot Owner on the lot. No lot shall have more than Seven Thousand Five Hundred (7,500) square feet of impervious improvements unless specific approval is received from the Architectural Control Committee for the placement of said improvements.

5.8. Additional On-Site Retention. If the improvements made on any lot have impervious use which requires the on-site retention of surface water runoff in excess of the capacity of the drainage easements allocated on that lot, then provision must be made for the excess by and at the cost and expense of the owner of the lot within the lot, unless the capacity of the drainage easement and its structures is increased to accommodate that excess, at the expense of such lot owner. The capacity of a drainage easement may, however, only be increased with the written consent and approval of the lot owner within whose lot the excavation will take place and the Association's written consent.

5.9. Lot Maintenance. All owners of lots on which no dwelling has been erected shall, at a minimum, have the grass regularly cut, as determined by the Association, and all trash and debris continually removed. In the event the owner of a lot fails to maintain said lot in accordance with this paragraph, the Association may have the required maintenance services performed and the cost thereof paid by the lot owner. In case of non-payment by the lot owner, said costs shall become a lien on the said property.

5.10. Fill Requirements. All homesites shall be filled to accommodate appropriate finished floor elevations in keeping with the engineering drainage plan of development as approved by Lee County and the South Florida Water Management District.

6. CONSTRUCTION PLANS, APPROVAL REQUIRED.

6.1. Submittal of all Plans Required No construction activity of any kind (including land clearing) and no building or structure of any kind including additions, alterations, pools, fences, walls, patios, terraces or barbecue pits shall be erected or altered until the plans and specifications, including but not limited to Gopher Tortoise survey/relocation plan, site clearing, exterior colors, location and sealed plot plan thereof, in detail and to scale, shall have been submitted to and approved by the Architectural Control Committee in written form. Failure to submit the plans, specifications, exterior colors, location and plot plan

in detail and to scale, or failure to obtain the written approval of the ACC shall be deemed a material breach of this Declaration. The Association shall then have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be removed forthwith.

6.2. Compliance with Law The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes.

6.3. Lot Owner Responsibility It shall be the responsibility of the lot owner to obtain from the Lee County Building Department, or other appropriate authority, the necessary technical data with regard to construction elevations prior to the start of any construction.

6.4. Association Not Responsible The Association will not assume any responsibility in this regard before, during, or after construction on any of the lots in the subdivision, it being understood that the approval of the Association relates only to the aesthetics of the improvements shown on the plans, and not to their technical sufficiency.

6.5. Detailed Plans and Specifications The all technical data required by this Declaration and all building codes must be detailed on the final plans and specifications when submitted to the Association before plan approval will be given.

6.6. Exterior Colors No exterior colors on any building or structure on any lot shall be permitted that, in the sole judgement of Association, would be inharmonious or discordant or incongruous for the subdivision. Any future exterior color changes desired by the lot owner must be first approved by Association in writing.

6.7. No "Factory Built" Construction No structure of any kind of what is commonly known as "factory built" or "modular" type construction shall be erected in the Subdivision without written permission of Association. Mobile homes shall not be permitted under any circumstances except that Association may use a mobile home structure as a temporary sales office pursuant to Section 2 of this Declaration. The lot owner must submit to Association full plans, specifications, name of manufacturer and place of manufacture for consideration of permission. In the event permission is denied by Association, the Association shall not have any liability for any loss that might be sustained by the lot owner.

6.8. Roof Pitch Pitched roofs shall have a minimum pitch of 6:12 and shall be constructed of flat or barrel cement tile, hand-sawn or split cedar shakes, timberline fiberglass, slate, metal or

equivalent, all as defined by common usage in Lee County. Notwithstanding the foregoing, the Architectural Control Committee may, in its sole discretion, approve variations to the 6:12 pitch requirements as to portions of a roof if deemed advisable for architectural, aesthetic or special use reasons, so long as most of the roof meets the 6:12 pitch requirements. In the event that some new, attractive material for roofing surfaces is discovered, or invented, the Association may, in its sole discretion, approve the use of such new materials.

6.9. Height Limitation No structure shall be erected over a height of 35 feet measured from the finished grade of the lot. The height of the building shall be measured as the vertical distance from grade to the highest point of the roof surface of a flat or Bermuda roof, to the deck line of a mansard roof and to the mean height level between eaves and ridge of gable, hip and gambrel roofs. No structure shall have more than two floor levels or stories.

6.10. Minimum Square Footage All houses constructed on any lot or combined or subdivided lot shall contain at least 2,200 square feet of air conditioned space.

6.11. Building Set-Back Requirements. All houses shall be set back from lot lines as required by all applicable zoning and land use ordinances and laws of all governmental agencies having jurisdiction over the subdivision. Minimums shall be as follows: Front - 40 feet; Side - 15 feet; Rear - 25 feet. Owners of Lots 8 through 13 and 38 through 42 may apply to the ACC for a front set-back of a minimum of 20 feet.

6.12. Flat Roofs Flat roofs may be utilized over porches, Florida rooms and utility rooms only if approved in writing by Association, and provided that the flat roof area does not comprise over 40% of the total roof area. Such flat roofs are to be located to the rear of the building. Notwithstanding the above, a mansard roof or a flat roof located elsewhere than to the rear of the building may be permissible if approved in writing by the Association.

6.13. Underground Utilities All electric, telephone, gas or other utility connections must be installed underground.

6.14. Utility and Storage Rooms All utility and storage rooms are to be located to the rear or sides of the building.

6.15 Landscaping Plans

6.15.1. The plans and specifications shall contain a sealed plot plan to scale with adequate provision for landscaping, including the planting of sod, trees and shrubs on the lot.

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6.15.2. The minimum requirement for landscaping must include a well designed and appropriate irrigation system, floratam sod or equivalent determined by the individualized landscape plan, and a minimum of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00) in landscape plants, bushes and trees. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the Association.

6.15.3. Landscaping as required shall be completed at the time of completion of the building, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing body.

6.15.4. All landscaping and sprinkler systems must be maintained in a manner in keeping with the general character of the subdivision. Moreover, where any owner neglects such maintenance, the Association reserves the right to effect such maintenance at a reasonable charge to the owner. If not paid by the property owner, then such charge will become a lien against the property.

6.16 All lot areas not covered by approved buildings, structures, paving or parking facilities shall be maintained as lawn or landscaped areas and shall be maintained to the pavement edge of any abutting street or neighboring property line or to the waterline within any abutting lake or canal tracts. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of a landscape plan.

6.17. No Gravel or Asphalt Driveways No gravel or blacktop or paved parking strips or driveways are allowed except as approved by Association. Concrete driveways shall be the preferred type of driveway.

6.18. Mailboxes and Lampposts Homesite owners must provide and install an approved mailbox before occupying any improvement on said homesite. The location, types and styles of mailboxes and lampposts will be consistent throughout the entire subdivision and all must be approved by the Association prior to construction or installation. All mailboxes and lampposts must be maintained in good condition as determined by Association.

6.19. Sanctions In the event any person or entity fails to obtain written approval of building plans and specifications, and site plans including additions, alterations, fences, walls, mailboxes and lampposts, the Association shall have the right to obtain a mandatory injunction to remove any unapproved structures built or a prohibitory injunction to prevent any unapproved structure from being built, and will also be entitled to attorneys' fees and court costs in obtaining either a mandatory or prohibitory injunction against any person or entity in violation of these restrictions. Refusal of approval of plans and specifications,

location and plot plan, by the Association may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the Association.

6.20. Dissimilar Elevations For all lots in the same proximity in the subdivision the exterior design and elevations of a previously approved or an existing dwelling shall not be repeated on any other lot without the specific written approval of Association. The determination of what may or may not be a repeat exterior design or elevation and the building location shall be decided by Association, whose decision shall be final.

6.21. Homesite Preparation

6.21.1. Prior to submission to the ACC for approval of construction on the homesite, each Owner (at his expense) shall have a qualified biologist conduct a survey to locate any active and/or inactive Gopher Tortoise (*Gopherus polyphemus*) burrows. Said survey shall be consistent with methodologies outlined in Lee County DSO 92-44 Section #15. Upon discovery of active or inactive burrows within areas of the homesite to be disturbed by construction, the Owner shall retain the services of a firm duly licensed by the Florida Game And Freshwater Fish Commission (and/or Lee County) to relocate effected Gopher Tortoises to suitable habitat within the homesite. Said Gopher Tortoise relocation plan shall be shown on the Site clearing plan. All relocated and/or existing burrows shall be protected by approved methods during all construction activity on each homesite.

6.21.2. All the existing trees and other desirable natural vegetation as may be reasonably possible shall remain on homesites. Individual plans submitted to the ACC for approval must contain a site clearing plan identifying which trees and shrubs will be removed, along with any active or inactive Gopher Tortoise burrows on the homesite and their proposed relocation and protection as required herein. No site clearing may commence until the ACC has approved the site clearing plan and any necessary Gopher Tortoise relocation, as called for herein, is completed. It is provided further that no trees further than ten feet (10') of construction of any house or pool shall be removed without ACC approval. The ACC may require, as a condition to the removal of any tree, the replacement of any such tree by a tree or trees of an equal number of caliper inches. In addition to the foregoing restrictions which apply to all homesites, additional restrictions are hereby placed on those lots numbered 1 through 7 (inclusive) and lots 21 through 25 (inclusive) as shown on the recorded plat of the subdivision on file in the office of the Clerk of the Circuit Court of Lee County, Florida. Said additional restrictions are placed to protect and preserve the existing Gopher Tortoise population within the subdivision and serve as a "Management Plan" for protected species as required by Lee County DSO 92-44 Section #15. The following additional restrictions hereby apply to lots 1 through 7 and lots 21 through 25.

(1) Prior to submission to the ACC for approval of construction on the homesite, each Owner shall have a qualified biologist conduct a survey to locate any active and/or inactive Gopher Tortoise (*Gopherus polyphemus*) burrows. Said survey shall be consistent with methodologies outlined in Lee County DSO 92-44 Section #15. Relocation of any existing burrows shall be in conformance with previously sited restrictions above.

(2) A minimum of thirty percent (30%) of the homesite area shall remain in an undisturbed condition to allow for suitable burrowing and/or for foraging habitat for the existing Gopher Tortoise population within the subdivision. Said undisturbed area shall have a minimum average dimension of ten feet (10') and shall be graphically depicted on the site clearing plan. Areas contained within the Conservation/Water Management Easement may be used to fulfill this requirement.

(3) During normal working hours, reasonable access to the homesite shall be granted by the Owner to appropriate Lee County personnel for enforcement of the "Management Plan".

(4) For a period of five (5) years from issuance of the Final Development Order for the subdivision, the "Association" shall be responsible for the preparation and submittal to Lee County of an annual monitoring report addressing the condition of the habitat and management techniques applied to the habitat.

6.21.3. Culverts and suitable temporary or permanent driveway entrances will be constructed prior to any trucks entering the homesite. This regulation is to avoid any damage to road shoulders and edges of pavement. Any damage to said road shoulders and pavement edges shall be the responsibility of the property owner and shall be immediately repaired and paid for. If the Association accomplishes the repair, then payment in full must be made by the property owner or a lien will be placed on said property.

6.21.4. Fuel oil tanks, bottled gas tanks and other devices shall be fully buried beneath the ground or installed inside a structure, and before any such devices shall be attached to a building or set on any homesite, the owner shall submit to the Architectural Control Committee his proposal for installation and shall obtain the ACC's written consent.

6.22. Approval Service

6.22.1. Prior to the excavating, clearing, filling or construction for any homesite, the owner shall submit to the Architectural Control Committee, which will consist of a minimum of three (3) members to be determined by the Board of Directors of the Property Owners' Association set out more fully herein, the following information:

- (1) a complete set of working drawings, including site plan, Gopher Tortoise survey/relocation plan, and site clearing plan;

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- (2) landscape site plan;
- (3) driveway material and specification (concrete only);
- (4) elevation of the slab of the enclosed living area;
- (5) exterior color scheme;
- (6) location of garage or other receptacles and accessory buildings;
- (7) the elevation of the construction site after fill;
- (8) exterior materials to be used including roofing, siding and any other exterior materials to be used in the construction of the homesite; and
- (9) front and side elevations of the home to be constructed.

6.22.2. Upon submission of the above items to the ACC, together with a review fee of not to exceed Two Hundred Fifty Dollars (\$250.00), the ACC shall have thirty (30) days in which to give written notice of disapproval of part or all of the development plans; the notification of disapproval shall specifically state the grounds for disapproval and the corrections and additions necessary for approval. If no written disapproval is sent to the owner or his agent within thirty (30) days of receipt of the complete plans and specifications, the plans and specifications are deemed approved. Failure to disapprove shall not constitute a waiver of any requirement or provision of the restrictions other than the requirement of prior approval required by this paragraph. If plans and specifications are disapproved, they shall be re-submitted with the appropriate changes and a re-submittal fee of not to exceed Fifty Dollars (\$50.00) and the same approval procedure shall be followed. Notwithstanding any other provision of these restrictions, disapproval of plans and specifications may be based on any ground which in the sole discretion of the ACC seems sufficient and disapproval need not be based on a violation of the specific or general terms of these restrictions.

6.23. Completion of Construction. Upon the commencement of construction of any building on any homesite, work thereon must be prosecuted diligently and completed within a reasonable period of time. If for any reason work is discontinued and there is no

substantial progress toward completion for a continuous period of thirty (30) days, then the Association shall have the right to notify the owner of record of the premises of its intention herein, invade the premises and take such steps as might be required to correct an undesirable appearance, the reason for such correction shall be solely in the discretion of the Association and may include, but is not limited to, aesthetic grounds. The title holder of the property shall be liable for all costs incurred in such action and the total cost shall be a lien on the property to be obtained and foreclosed in the manner as provided for mechanics' liens by Florida Statute.

6.24. Inspection of Improvements. The Developer reserves the right to enter upon any homesite for the purpose of inspecting improvements in progress to determine if those improvements are being constructed in accordance with the plans and specifications which have met the ACC's prior approval.

7. DURATION.

The restrictions contained in this Declaration will run with the lots and be binding upon the lot owners, to the benefit of and enforceable by the Association and each lot owner and each person claiming by, through and under them, for a term beginning with the date of recording this Declaration and ending on December 31, 2041, after which they will be automatically extended for successive periods of ten (10) years each, unless at any time an instrument terminating them is executed by lot owners owning 75% of the lots within the subdivision and recorded in the public records of Lee County, Florida; provided, however, that if this Declaration is terminated, ownership and maintenance of the surface water management system and all drainage easements and structures appurtenant to the water management system shall be conveyed to an appropriate agency of the local government responsible for such systems and, further, that if the local agency does not accept responsibility for such ownership and maintenance, such system and easements and structures shall be conveyed to a not-for-profit corporation similar in organization and authority to the Association. For a period of three (3) years from their date of execution, the restrictions may be amended or modified by the developer. Thereafter, the restrictions may be amended or modified only by seventy-five percent (75%) of the lot owners. For the purpose of the foregoing sentence, ownership of more than one lot shall entitle the owner to one vote for each lot owned. No amendment of the restrictions shall require a lot owner to remove any structures constructed in compliance with the restrictions existing on (i) the date on which such owner took title to his lot if the construction of such structure commenced within ninety (90) days of his taking title. Any such amendment shall not become effective until the instrument evidencing such amendment has been filed of record. Every purchaser or subsequent grantee of any

interest in the subdivision, by acceptance of a deed or other conveyance therefore, thereby agrees that the restrictions may be amended as provided herein.

8. GENERAL PROVISIONS.

8.1. Enforcement. This Declaration will be enforceable by the Association or any of the lot owners. Compliance may be enforced in any manner permitted in law or in equity, including action for damages or suit for injunction, or both. In the event of any violation of this Declaration by a lot owner, the costs, including a reasonable attorney's fee, of compelling compliance will be paid by the lot owner against whom enforcement is sought, whether suit is filed or not, or by the prevailing party, in the event of suit. Attorney's fees and costs incurred in compelling the compliance of a lot owner with this Declaration, without suit being filed, may be enforced against the lot owner by recording a lien in the same manner as the collection of regular and special assessments, as provided herein, which liens subordinate to first mortgages as provided herein for subordination of Association liens for assessments.

8.2. Compliance by Owners. Every owner shall comply with: the restrictions and covenants set forth herein; any and all rules and regulations adopted by the Board of Directors of the Association; and any and all rules, standards, guidelines and procedures adopted by the Architectural Control Committee.

8.3. Notices. Notices, assessment bills and other matters required to be given to a lot owner under this Declaration or by law will be sent to the last known address of the owner of the lot to which it relates according to the records of the Association, Such notices, bills, and other matters will be deemed delivered when posted in the United States mails, for regular mail, postage paid. It will be the responsibility of each lot owner to advise the Association of any change in ownership of the lot or change in address of the owner. The Association is not responsible to mail such notices, assessment bills, or other notices to the address of the lot owner as shown on the tax rolls of Lee County, but only to the last known address as shown in the records of the Association, although the Association may use the address of the lot owner in the records of the office of the tax collector of Lee County as the last known address of any lot owner and any notice mailed to the last known address according to the records of the Association shall be deemed received by the lot owner if mailed to such address by regular U.S. mail, postage paid.

8.4. Severability. The invalidity of any provision contained in this Declaration will not affect any other provision contained.

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8.5. Interpretation. The provisions of this Declaration will be interpreted without regard to the headings, which have been inserted and used for ease of reference only.

8.6. Developer Rights. Every person, firm or corporation purchasing a lot in the subdivision recognizes that developer, his agents or assigns has the right to conduct construction and sales activities and to maintain a model home or a sales office in the subdivision until all the lots in the subdivision have been sold.

9. AMENDMENT.

9.1. This Declaration may be amended at any time and from time to time in a written instrument executed by the lot owners of not less than 75% of the lots within the subdivision and recorded among the public records of Lee County, Florida; provided, however, that no amendment which would affect surface water management, may be made without prior approval of the South Florida Water Management District, or its successor, and provided that any such amendment shall not materially affect the property rights of all lot owners granted by this Declaration or otherwise acquired.

9.2. Notwithstanding any other provision of this Declaration, the Articles or the Bylaws, so long as the developer is the owner of at least one of the lots within the subdivision, the developer may amend this Declaration and the Articles and Bylaws, in whole or in part, provided that any such amendment shall not materially affect the property rights of other lot owners granted by this Declaration or otherwise acquired.

10. SPECIAL PROVISIONS; RIGHTS RESERVED TO DEVELOPER.

10.1. Developer Guarantee of Assessments. The developer guarantees that the first calendar year assessment required of the lot owners will not exceed that set forth in the initial budget. The developer will fund any present or future deficit between funds assessed and actual expenses incurred until such time as the developer is no longer the owner of at least one of the original lots in the subdivision or the developer begins paying per lot assessments equal to the per lot assessments due from other lot owners. As long as the developer guarantees the budget, the developer is not required to pay assessments on lots owned by the developer and is not required to produce annual budgets or to assess itself for capital reserves or to pay reserves for capital items, any other provisions of this Declaration, the Articles or the Bylaws notwithstanding.

10.2. Turnover. When the developer is no longer the owner of at least one of the original lots in the subdivision or the developer otherwise decides, the developer will turn over control of the Association to the other lot owners. At the time of

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turnover the developer will account for all Association funds, business, records, permits, and other matters pertaining to the Association.

10.3. Developer control of Association. Until turnover, the developer shall have exclusive control of the Association and the rights and duties of the Board of Directors of the Association and shall exercise all rights of the Association under this Declaration, the Articles and Bylaws.

10.4 Association Authority. Notwithstanding anything to the contrary, the Property Owners' Association shall have the sole right, power and final authority to determine what is correct and acceptable relative to these covenants and restrictions, their meaning, definition or interpretation.

IN WITNESS WHEREOF, the developer has signed this Declaration on the day and year first above written.

Barbara M Dodson
Witness

BARBARA M. DODSON
Printed Name of Witness

Nancy E. Risner
Witness

NANCY E. RISNER
Printed Name of Witness

SOUTH FLORIDA PROPERTIES, L.L.C.
an Oklahoma limited liability
company doing business in Florida
as SOUTH FLORIDA PROPERTIES OF
S.W. FLORIDA, L.C.

BY: [Signature]
Managing Member GLENN A. FOSTER, JR.

Address of Grantor:

8801 College Parkway, Suite 1
Fort Myers, Florida 33919

STATE OF FLORIDA)
COUNTY OF LEE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, GLENN A. FOSTER, JR., Managing Member of SOUTH FLORIDA PROPERTIES, L.L.C., an Oklahoma limited liability

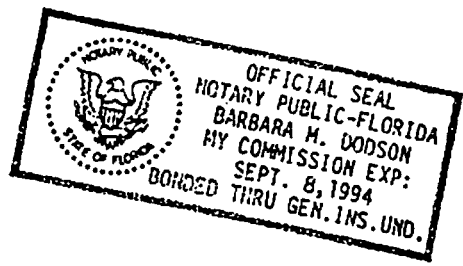
company doing business in Florida as SOUTH FLORIDA PROPERTIES OF S.W. FLORIDA, L.C., to me personally known or who has produced an Oklahoma driver's license _____ as identification and who executed the foregoing instrument and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Myers, Lee County, Florida, this 10th day of May 19 94.

Barbara M Dodson
Notary Public
Printed Name BARBARA M. DODSON
Serial No. CC 038807

My commission expires:

(SEAL)



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EXHIBIT 4

BELLE MEADE SUBDIVISION

Lots 37 and 38, less the West 25 feet thereof for County Road right-of-way; and Lots 27, 28, 5, 6 and 7, SEMINOLE GARDENS, according to the plat thereof recorded in Plat Book 4, Page 65, of the Public Records of Lee County, Florida.

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FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "1"

ARTICLES OF INCORPORATION OF
BELLE MEADE PROPERTY OWNERS ASSOCIATION, INC.

The undersigned, desiring to organize a Florida corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes, does hereby make, subscribe and acknowledge the following to be the Articles of Incorporation of BELLE MEADE PROPERTY OWNERS ASSOCIATION, INC.

1. NAME

The name of this corporation shall be BELLE MEADE PROPERTY OWNERS ASSOCIATION, INC.

2. TERM OF EXISTENCE

The existence of this corporation will commence upon the filing of these Articles with the Department of State of the State of Florida and shall continue thereafter in perpetuity.

3. PURPOSE

3.1. This corporation is organized for the purpose of preserving the value of the lots within the Subdivision by maintaining all drainage easements, structures and improvements within the Subdivision not maintained by governmental agencies and others, and promoting the health, safety and welfare of the owners of lots, "PROPERTY OWNERS", which may be included from time to time within the parcel of real property located in Lee County, Florida, known as BELLE MEADE SUBDIVISION, "SUBDIVISION". To achieve this purpose, corporation has the following powers, duties and responsibilities:

3.2. Maintain the drainage easements, structures and improvements located within the Subdivision, and to the extent these easements or improvements are not maintained, repaired or replaced by governmental agencies or others;

3.3. Do and perform the obligations imposed upon it by the Declaration and otherwise enforce the terms, provisions and conditions of the Declaration;

3.4. To fix assessments against Lots included in the Subdivision, "LOTS", assess the property owners and collect assessments from the property owners as may be necessary to provide funds with which the Corporation will carry out its purpose, maintain its existence and otherwise operate.

3.5. The foregoing specific duties and responsibilities are not to be construed in any way as limiting the powers of the corporation. Rather, the corporation will have and exercise all of the powers and authority conferred upon corporations by law and the DECLARATION OF COVENANTS AND RESTRICTIONS FOR BELLE MEADE SUBDIVISION, "DECLARATION".

4. MEMBERSHIP

4.1. Membership.

Every person or entity who is, from time to time, the record owner of a Lot will be a member of the corporation, but only for so long as he is the record owner of a Lot; however, any such person or entity who holds record title as security for the payment of an indebtedness or the performance of an obligation will not be a member. Membership will be appurtenant to, and may not be separated from, the ownership of a Lot.

4.2. Voting.

After turnover by the Developer, each Property owner will be entitled to cast one vote for each Lot within the Subdivision. There will be no fractional votes. If a Lot is owned by joint owners the joint owners shall share the vote of the Lot and in the event of disagreement between the joint owners, the vote shall be void. If the Lot is owned by a fiduciary, the fiduciary shall be entitled to vote as the Property owner. In the event that two or more Lots are combined into a single building site, the property owner shall be entitled to a vote for each lot depicted on the Plat. In the event that a lot is divided into fractions and combined with another lot or lots as a single building site, the vote for the divided lot shall be canceled and the lot or lots to which the fraction or fractions are combined shall be entitled to one vote. Prior to turnover, the Developer shall be the only member of this Association entitled to vote.

4.3. Action Without Meeting.

Any action which could be taken by property owners at a membership meeting may be taken without the necessity of a meeting if approved in writing by property owners having the right to cast sufficient votes to approve the action if taken at a meeting, as provided in the bylaws.

5. OFFICERS

The corporation will have a President, Secretary, and Treasurer and such other officers as the Board of Directors may from time to time create. Two or more offices may be held by the same person, except as may be prohibited by law. Officers will be elected by the Board of Directors for a term of one year, in accordance with the Bylaws, but may be removed with or without cause by the Directors at any time.

6. DIRECTORS

6.1. Number of Directors.

The affairs of the corporation will be managed by a Board of Directors consisting of three members. The number of members constituting the Board of Directors may, from time to time, be increased or decreased by the board, as may be provided in the Bylaws, but will never be less than three.

6.2. Terms of Office.

Directors will generally serve a term of one year each and shall be elected at the annual meeting of the membership. However, the members of the Board of Directors will serve until their successors are elected and qualify. In the case of a vacancy upon the Board of Directors, whether occasioned by the resignation or removal of a member or the creation of a new directorship, the vacancy will be filled by the person elected by the remaining Board of Directors and the newly appointed member will serve until the next election of Directors.

6.3. Election by Members.

The members of the Board of Directors will be elected by the membership, including the Developer, as a Property owner and as a member of the Corporation. Every director elected will be either a member of the corporation, or, in the case of an entity member, an officer, general partner or trustee of that member, as the case may be. All elections will be by plurality of votes, and the member of the Board of Directors receiving the largest number of votes shall be the Chairman of the Board of Directors.

7. ASSESSMENTS

The Board of Directors will make, levy and collect assessments from property owners as provided in this Article.

7.1. Preparation of Annual Budget.

Following the recording of the Declaration, the Board of Directors will prepare a budget for the remainder of the calendar year during which the Declaration is recorded. On or before December 1st of each calendar year, the Board of Directors will prepare a budget for the next calendar year. Following the preparation of the budget, a copy will be sent to each Property owner. The failure of the Board of Directors to prepare the budget timely, or to prepare it at all, will not, however, invalidate any assessment.

7.2. Amendments to Budget.

During any calendar year, the Board of Directors may amend the budget for that calendar year. When amended, the Board of Directors will send a copy of the amended budget to each Property owner.

7.3. Making Assessments.

When a budget or amended budget is adopted by the Board of Directors, the Board of Directors will assess each Lot by sending a bill to each Property owner for the amount of the assessment against his lot. The assessments may be collected monthly, quarterly, or annually, as the Board of Directors may decide.

7.4. Uniform Rate of Assessment.

All assessments will be made on Lots at the uniform rate of one part for each Lot.

7.5. Names and Addresses.

It will be the sole responsibility of the owner of a Lot to notify the Association of the correct name of the owner and the address of the owner, and to notify the Association of any change in either. All notices sent or delivered to the last known owner at his last known address will be deemed conclusively to have been sent to the owner. The Association shall have no responsibility to mail notices to the address of the owner as shown in the tax rolls of Lee County, Florida, although the Association may use such address. In any event, the failure of the owner of a Lot to actually receive any budget, amended budget, or assessment bill will not invalidate the assessment, lien or other claim of the Association.

7.6. Collection Efforts.

7.6.1. If any regular or special assessment bill is not paid within sixty days of the date sent to Property owner, the Association may:

7.6.1.1. File a "Claim of Lien" against the Lot. As provided in the Declaration, the Association shall have no lien rights against any lot until a lien document entitled "Claim of Lien" is recorded in the public records of Lee County, Florida.

7.6.1.2. File suit to foreclose any "Claim of Lien" recorded in the manner allowed by law for foreclosure suits, together with a reasonable attorney's fee and costs of the suit.

7.6.1.3. File suit to collect the unpaid assessment by a suit for money damages, final judgment and collection of the judgment against the property owner personally. Property owners are personally liable to pay all assessments levied against their property, together with a reasonable attorney's fee and costs of the suit.

7.6.1.4. In addition to liability for all assessments, all property owners are personally liable to the Association for attorney's fees and court costs for all actions, suits, or reference of assessments to an attorney for collection efforts, whether or not a suit is actually filed, and attorney's fees and costs incurred by the Association in enforcing compliance with the Declaration without filing suit. This liability for attorney's fees and costs may be included in a "Claim of Lien" recorded against the any Lot.

7.6.1.5. In addition, all assessments past due accrue interest at 12% per annum beginning sixty days after mailed by the Association.

7.6.1.6. The Board of Directors shall have the discretion to waive interest, court costs, or attorney's fees otherwise owed by any property owner, but not an assessment past due.

7.7. Special Assessments.

The Board of Directors may assess special assessments during any calendar year to raise funds for any lawful purpose of this corporation. A special assessment shall be the amount of funds necessary, in the discretion of the Board, to carry out any such purpose during any calendar year when the regular assessment and the other assets of the corporation are insufficient for the purpose.

8. SUBSCRIBER [REDACTED]

The name and address of the subscriber of these Articles of Incorporation, who shall serve as Director of the corporation until the first election of Directors, and who shall serve as officer of the Corporation until the first election or appointment of officers, is:

GLENN A. FOSTER, JR.- [REDACTED]
8801 College Parkway, Suite 1
Fort Myers, FL 33919

9. BYLAWS AND AMENDMENT OF ARTICLES

The Bylaws will be adopted and may be amended by the Directors, consistent with these Articles and the Declaration. These Articles may be amended by the Board of Directors with the approval of members entitled to cast fifty one percent of the votes, except that the Articles regarding "ASSESSMENTS" may be amended only if approved by members entitled to cast more than eighty percent of the votes.

10. REGISTERED AGENT AND OFFICE

The name of the corporation's initial registered agent and its initial registered office and principal office is as follows:

GLENN A. FOSTER, JR.
8801 College Parkway, Suite 1
Fort Myers, FL 33919

11. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The corporation will indemnify any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding to the fullest extent allowed by law.

12. TRANSACTION IN WHICH DIRECTOR OR OFFICERS ARE INTERESTED

No contract or transaction between the corporation and one or more of its Directors or officers, or between the corporation and any other corporation, partnership, association or other organization in which one or more of its Directors or officers are Directors or officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participated in the meeting of the Board or committee of the Board which authorized the contract or transaction, or solely because his votes are counted for such purpose. No Director or officer of the corporation shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

13. DISSOLUTION OF THE ASSOCIATION

Upon dissolution of the corporation, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

13.1. Property, whether real, personal or mixed, which constitutes or is directly or indirectly related to, a surface water management system, if any, shall be dedicated to an appropriate governmental agency or if not accepted, to a similar non-profit corporation as may be required by the South Florida Water Management District. This provision may not be amended without the consent of the South Florida Water Management District.

13.2. Any remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each member's share of the assets to be prorated in accordance with its share of voting rights.

13.3. The corporation may be dissolved upon a resolution adopted by a majority of the members of the Board of Directors and, if such a decree is necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes

Chapter 617 or statute of similar import if amended, and approved by members entitled to cast seventy-five percent of the votes.

The said subscriber has signed these Articles this 10th day of MAY, 1994.

[Signature]
GLENN A. FOSTER, JR.
Subscriber and Registered Agent

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the appointment as the initial Registered Agent of the corporation and as such, agrees to comply with and abide by the requirements of law regarding the duties of a registered agent.

[Signature]
GLENN A. FOSTER, JR.

STATE OF FLORIDA)
COUNTY OF LEE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared GLENN A. FOSTER, JR., identified by me to be the person described in and who executed the foregoing instrument by an OKLAHOMA Driver's License, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State this 10th day of May, 1994.

[Signature]
Notary Public
Printed Name BARBARA M DODSON
Serial No. CC 038807

(SEAL)

My commission expires:

This instrument prepared by:
Thomas E. Moorey
Attorney at Law
Suite 105
1430 Royal Palm Square Blvd.
Fort Myers, FL 33919

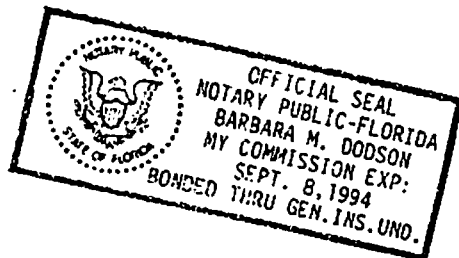


EXHIBIT "2"

BYLAWS OF

BELLE MEADE PROPERTY OWNERS ASSOCIATION, INC.

A FLORIDA NONPROFIT CORPORATION

1. Principal Office

The principal office of this Corporation shall be located at 8801 College Parkway, Suite 1, Fort Myers, FL 33919.

2. Purposes

The purposes for which this Corporation is formed are those set forth in the Declaration.

3. Prohibited Activities

This corporation shall not engage in any profit making ventures.

4. Membership

The Owners of Lots in the Subdivision, as provided in the Declaration and Articles, shall be members of this corporation.

5. Rights of Members

The right of a member to vote and all of his other rights are set forth in the Declaration and Articles.

6. Membership Meetings6.1. Annual Meeting.

The membership shall hold annual meetings on second Thursday in the month of December each year at the principal office of the Corporation, or at such other place or places as may be determined by the President. If such date is a legal holiday, then the meeting shall be held on the next succeeding Thursday not a legal holiday. The date, time and place shall be set by the President. Notice of such meeting shall be given to all members, officers and directors at their last known address at least 10 days prior to the date of the meeting. An agenda for such meeting shall be included in such notice.

6.2. Special Meetings.

Special meetings of the members may be called at any time by the President or Vice-President, or by any two members of the Board of Directors. Such meeting must be called by the President upon the receipt of the written request of two-fifths of the members. Written notice of such meeting, stating the time, place and purposes thereof shall be served by mail upon each member of the

organization not less than 10 nor more than 30 days before such meeting, at his or her last known address.

6.3. Quorum.

At any meeting of members, a majority of the votes present in person or by proxy shall determine any matter properly before the meeting, and the act of a majority of those votes present in person or by proxy shall be the act of the entire membership.

6.4. Voting Rights.

At every meeting of members, each member shall be entitled to the votes granted by the Declaration and Articles.

6.5. Order of Business.

6.5.1. The order of business at membership meetings shall be as follows:

1. Calling the roll of members and votes
2. Proof of notice of meeting or waiver of notice submitted
3. Reading of minutes of previous meeting
4. Reports of officers
5. Reports of committees
6. Unfinished business
7. New business

6.6. Any question concerning the priority of the business to be conducted before the meeting shall be decided by the President.

6.7. The order of business may be amended and changed at any meeting by a majority vote of the votes present at such meeting.

7. Board of Directors

7.1. The general management of the affairs of the organization shall be vested in the Board of Directors.

7.2. Number of Directors.

The number of directors shall be one initially. After all of the lots in the subdivision have been sold, the number of directors may be set at any number.

7.3. Election of Directors.

The Board of Directors shall be elected by the members at the annual meeting of members by a majority vote of the votes present at such meeting.

7.4. Duties and Powers of Directors.

The Board of Directors shall have the authority to:

7.4.1. Hold meetings at times and places as may be deemed proper and necessary.

7.4.2. Carry out the purposes and powers of the Association granted by the Declaration and Articles.

7.4.3. Appoint committees on particular subjects from members of the board or from the membership of the organization.

7.4.4. Collect and disburse the funds of the organization.

7.4.5. Employ agents.

7.4.6. Devise and carry into execution such other measures as it deems proper and expedient to promote the objects of the organization and protect the interests and welfare of the members.

7.4.7. Remove any or all of the officers of the organization with due cause prior to the termination date of such office.

7.4.8. Elect substitute directors in the event any director resigns or is removed from office prior to the termination date of such office.

7.5. The Board of Directors shall elect a Chairman at its annual meeting to preside over meetings of the board. The Chairman may also be the President of the corporation.

7.6. Officers of the corporation may also serve as directors.

7.7. Members of the Board of Directors are not required to be members of the corporation.

8. Meetings of the Board of Directors

8.1. Annual Meetings.

The annual meeting of the Board of Directors shall be held within 30 days after the annual membership meeting at the principal office of the Corporation or at such other place or places as may be determined by the board.

8.2. Special Meetings.

Special meetings of the Board of Directors may be called by the Chairman of the board, by any two members of the Board of Directors or by a majority of the members of any Executive Committee that may be in existence at such time, for any specific purpose. Written notice shall be given stating the purpose of such meeting and shall be either delivered to each member of the Board of Directors or mailed to the last known address of such director at least five days prior to the meeting date.

8.3. Regular Meetings.

The Board of Directors may hold regular monthly or quarterly meetings as decided by the Board of Directors. The date, time and place shall be set by the Chairman. Reasonable notice of such meetings shall be communicated to each member of the board at his or her last known address. An agenda of the activities to be conducted at such meetings shall be included with and attached to such notice.

8.4. Quorum, Voting.

A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the directors present shall be considered the act of the Board of Directors at any annual, special or regular meeting.

8.5. Resignation.

Any director may resign at any time by giving written notice of such resignation to the Board of Directors.

8.6. Removal, Termination of Office.

Any one or more of the directors may be removed with cause at any time by the Board of Directors in the same manner set forth for voting on any issue.

8.7. Delegation of Authority.

The Board of Directors shall delegate authority to any Executive Committee to conduct the business of the organization in accordance with the policies prescribed by the Board of Directors from time to time.

8.8. Eligibility for Membership.

Any person over the age of twenty five years may be a member of the Board of Directors.

8.9. Election of Directors.

8.9.1. The President shall appoint himself and one other member of the corporation at least three months prior to the annual meeting who shall serve as a Nominating Committee to select the Directors of the corporation who shall be elected at said annual meeting.

8.9.2. At the annual meeting an election by ballot shall be held for the election of the Board of Directors, each of whom will serve a one year term until the next annual meeting.

8.10. Order of Business

The order of business at Board of Directors meetings shall be the same as provided for the meetings of members.

8.11. Compensation of Directors.

Directors may receive reasonable compensation for their services.

8.12. Liability and Indemnity.

The directors of the corporation shall not be personally liable for its debts, liabilities, or other obligations, and shall be entitled to indemnification by the corporation to the extent allowed by law.

9. Officers

9.1. Number.

The officers of the Corporation shall be the President, and Secretary/Treasurer, and such other officers with such powers and duties not inconsistent with these bylaws as may be appointed and determined by the Board of Directors from time to time.

9.2. Term of Office.

Officers shall be elected by the Board of Directors by ballot at the annual meeting of the Board of Directors. Officers shall serve for one year.

9.3. Installation, Commencement of Duties.

The officers elected at the annual meeting of the Board of Directors shall be installed and take office immediately.

9.4. Consent to Election.

Only those persons who have signified their consent to serve if elected shall be nominated for or elected to such office.

9.5. Multiple Offices.

Any person may be on the ballot for more than one office.

9.6. Vacancies in Office.

Should the office of the President become vacant by reason of termination or resignation during the term of office, the unexpired term shall be filled by the board.

9.7. Duties of Officers.

9.7.1. President.

It shall be the duty of the President as the chief executive officer to preside at all meetings of the members. He or she shall call all regular and special meetings when deemed necessary and when called for. He or she shall have the power to sign all contracts and any other obligations on behalf of the corporation approved by the Board of Directors. He or she shall be ex-officio member of all committees. He shall select all inspectors of election. He or she shall be authorized to sign checks on the corporation's bank account. In addition, he shall have and perform such other duties as may be delegated to him or her by the Board of Directors.

9.7.2. Secretary/Treasurer.

The Secretary/Treasurer shall take and keep the minutes of all meetings of the membership, Board of Directors and committees. He or she shall furnish a copy of the minutes to the President immediately after each meeting and shall be custodian of all records and papers of the organization except those that pertain to a special committee. He or she shall receive and file all written reports. In the absence of the Secretary, the President may appoint a temporary Secretary.

The Secretary/Treasurer shall receive and deposit all funds in the name of the corporation in a bank approved by the Board of Directors. Current financial records shall be kept at all times and reports on the financial status of the corporation shall be submitted at all meetings of the Board of Directors and membership, with copies to be provided for the President's file. The books of the Corporation shall be delivered to his or her successor immediately following the termination of the office and the election of a new Treasurer.

9.8. Compensation.

The officers of the Corporation may receive reasonable compensation for their services.

10. Bylaw Amendment

10.1. These Bylaws may be amended, repealed or altered in whole or in part by a majority vote of the directors. Notice of the proposed change shall be mailed to each director at his or her last known address at least 10 days prior to the time and date of the meeting which is to consider and vote on such change or amendment.

10.2. The Articles of Incorporation may be amended as provided in the Articles.

DATED & ADOPTED:

JULY 1, 1994

The BELLE MEADE PROPERTY OWNERS ASSOCIATION, INC.

By: _____

Glenn A. Foster, Jr.
GLENN A. FOSTER, JR.
President and Chairman of Board

This instrument prepared by:
Thomas E. Moorey, Attorney at Law
Suite 105
1430 Royal Palm Square Blvd.
Fort Myers, FL 33919

EXHIBIT "3"

INITIAL BUDGET

OF BELLE MEADE PROPERTY OWNERS ASSOCIATION, INC.

Drainage System Maintenance

\$ 500.00

UK2531 PG3477

UK2527 PG1385

Prepared by:
South Florida Properties
613 24th Ave. SW
Norman, OK 73069

Documentary Tax Paid: 70
Intangible Tax Paid:
CHARLES C. CLARK, LEE COUNTY
Deputy Clerk

3640581

• REC'D 10-10-80 - SUSAN L. CLARK, CLERK
• By: MAF JENSEN, D.C.

CONSERVATION EASEMENT

STATE OF FLORIDA
COUNTY OF LEE

KNOW ALL PERSONS BY THESE PRESENTS THAT for and in consideration for the issuance of State of Florida Department of Environmental Protection Permit Number 361750195 to South Florida Properties, L.L.C., and Oklahoma limited liability company, doing business in Florida as South Florida Properties of S.W. Florida, L.C., (Grantor) has granted to the State of Florida Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida (Grantee), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the following described real property in Lee County, Florida:

That part of Lots 7, 8, 9, 10, 11, 12, 13, 14, 25, 37, 38, 39, 40, 41 and 42, as delineated and labeled as "CONSERVATION EASEMENT" in the subdivision plat of BELLE MEADE as recorded in Plat Book 55, Pages 47- through 50 of the Public Records of Lee County, Florida.

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the subject lands (with the exception of included wetlands which are to be enhanced or created as specified in the aforementioned permit) will be retained and maintained forever

10/10/80

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predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. The included wetlands which are to be enhanced or created shall be maintained or retained, forever in the enhanced or created conditions required by the aforementioned permit.

Except for such specific activities as authorized pursuant to Department of Environmental Protection Permit No. 361750195, including but not limited to creation, enhancement and maintenance of wetlands as specified mitigation in said permit, Public Utility Easements (P.U.E.) and Drainage Easements (D.E.) as shown in the subdivision plat, or the construction of an elevated boardwalk or observation deck within or across the on-site wetlands as described in paragraph 6 of this Conservation Easement the following activities are prohibited on the property subject to this Conservation Easement:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal or destruction of trees, shrubs, or other vegetation, including the alteration, removal or trimming of mangroves; with exception of nuisance and exotic plant species as may be required by Grantee;

4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;

6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and

8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

This Conservation Easement does not preclude the construction of an elevated boardwalk (decking not to exceed 5 ft. in width) or observation deck of minimal environmental impact subject to the express written consent from the Florida Department of Environmental Protection as the Easement holder. Complete information, including drawings, regarding the proposed construction shall be submitted to the Bureau of Wetland Resource Management for review. In addition, these structures must receive a Wetland Resource Regulation permit from the Department of Environmental Protection for their construction, pursuant to Florida Administrative Code Rule 17-312.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to

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enter the above-described land in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned permit, and Grantor does hereby indemnify and hold harmless the Grantee from same. The Conservation Easement hereby granted and the obligation to retain and maintain the land forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the circuit court of the Twentieth Judicial Circuit, in Lee County, Florida. In any enforcement action in which the grantee prevails, Grantee shall be entitled to recover reasonable attorney's fees and court costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic condition existing

CHARLE GREEN LEE CITY, FL

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at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure of the Grantor to comply.

These covenants shall be recorded in the Public Records of Lee County, Florida.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on this 7th day of July, 1994.

Signed, seal and delivered

in our presence:

Sharon M. Wyatt
Witness Name: Sharon M. Wyatt

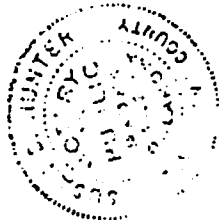
Christy E. Allen
Witness Name: Christy E. Allen

SOUTH FLORIDA PROPERTIES, L.L.C.

By: [Signature]
Glenn A. Foster, Jr., as
Managing Member

The foregoing instrument was acknowledged before me this 7th day of July, 1994, by GLENN A. FOSTER, JR., who is personally known to me or who produced _____ as identification.

SEAL



[Signature]
Notary Public Name:
[Signature]
Commission No., Expires:
[Signature]