

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
CROSS CREEK OF FT. MYERS CONDOMINIUM ASSOCIATION, INC.

4091266

19.50
I, GORDON BACKMAN, President of the Cross Creek of Ft. Myers Condominium Association, Inc., do hereby certify that the following Amendments to the Association Declaration of Condominium were approved by a special meeting of the Board of Administrators and adopted by a vote of the members of the Association as required by the Declaration of Condominium of Cross Creek of Ft. Myers Condominium Association, Inc., at a duly authorized meeting of members on December 17, 1996.

ATTEST:

Cross Creek of Ft. Myers Condominium Association, Inc.

[Signature]
Attest by one other officer

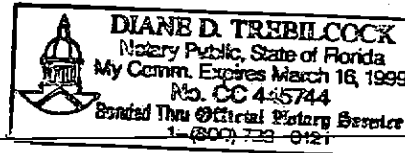
[Signature]
President

STATE OF FLORIDA)
COUNTY OF LEE)

On this 24th day of December, 1996, personally appeared Gordon Backman, President, and acknowledged the execution of this instrument for the purposes herein expressed. — Known

[Signature]
Notary Public

My Commission Expires:



PROPOSED AMENDMENT
TO DECLARATION OF CONDOMINIUM

13. AMENDMENTS as recorded OR1761 PG 532 to be amended as follows:

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

NOTE: Words underlined are additions to the existing text,
hyphenated words are deletions.

(Remainder of Article 13 Unchanged)

THIS INSTRUMENT PREPARED BY:

Cross Creek of Ft. Myers Condominium
Association, Inc. 12661 NEW BR: HANG BLVD
FT. MYERS, FL 33907

CERTIFICATE OF AMENDMENT
TO
BY-LAWS
OF
CROSS CREEK OF FT. MYERS CONDOMINIUM ASSOCIATION, INC.

OR2779 PG2865

I, GORDON BACKMAN, President of the Cross Creek of Ft. Myers Condominium Association, Inc., do hereby certify that the following Amendments to the Association By-Laws were approved by a special meeting of the Board of Administrators and adopted by a vote of the members of the Association as required by the Declaration of Condominium of Cross Creek of Ft. Myers Condominium Association, Inc., at a duly authorized meeting of members on December 17, 1996.

ATTEST:

Cross Creek of Ft. Myers Condominium Association, Inc.

Gene Moore
Attest by one other officer

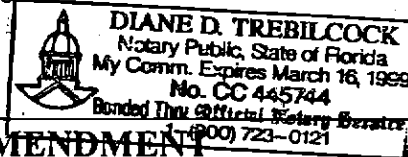
Gordon J. Backman
President

STATE OF FLORIDA)
COUNTY OF LEE)

On this 24th day of December, 1996, personally appeared Gordon Backman, President, and acknowledged the execution of this instrument for the purposes herein expressed.

Diane D. Trebilcock
Notary Public

My Commission Expires:



**PROPOSED AMENDMENT
TO BY-LAWS OF CONDOMINIUM**

2. MEMBERS' MEETINGS as recorded OR1761 PG 572 to be amended as follows:

(.4) A QUORUM at members' meeting shall consist of persons entitled to cast a majority thirty percent (30%) of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. Decisions made by owners of a majority of the units represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except an amendment to the condominium documents or such other decision as may be law or said documents require a larger percentage in which case the percentage required in the document or law shall govern.

NOTE: Words underlined are additions to the existing text,
hyphenated words are deletions.

(Remainder of Article 2 Unchanged)

THIS INSTRUMENT PREPARED BY: Cross Creek of Ft. Myers Condominium Association, Inc.

**CERTIFICATE OF AMENDMENT
TO
RULES AND REGULATIONS
OF
CROSS CREEK OF FT. MYERS CONDOMINIUM ASSOCIATION, INC.**

OR2779 PG2866

I, GORDON BACKMAN, President of the Cross Creek of Ft. Myers Condominium Association, Inc., do hereby certify that the following Amendments to the Association Rules and Regulations were approved by a special meeting of the Board of Administrators and adopted by a vote of the members of the Association as required by the Declaration of Condominium of Cross Creek of Ft. Myers Condominium Association, Inc., at a duly authorized meeting of members on December 17, 1996.

ATTEST:

Cross Creek of Ft. Myers Condominium Association, Inc.

Sam Moore
Attest by one other officer

Gordon Backman
President

STATE OF FLORIDA)
COUNTY OF LEE)

On this 24th day of December, 1996, personally appeared Gordon Backman, President, and acknowledged the execution of this instrument for the purposes herein expressed.

Diane D. Trebilcock
Notary Public

My Commission Expires:



**PROPOSED AMENDMENT
TO THE RULES & REGULATIONS**

4. BICYCLES/MOTORCYCLES as recorded OR2626 PG 3368 to be amended as follows:

A. Bicycles and other similar vehicles may be operated on the premises, but must be kept in designated areas (bike racks, in your unit or in your designated storage area) when not in use. Bicycles may not be kept in entry areas, in the stairwells of each building or in the electrical rooms.

B. Motorcycles (not modified to increase exhaust noise) shall be considered an automotive vehicle requiring a parking tag and must be parked in an assigned parking space.

17. VEHICLES AND PARKING as recorded OR2626 PG 3375 to be amended as follows:

Recreational vehicles, boat trailers, campers, trucks, commercial vehicles and travel trailers may not be parked on the common elements of condominium property. Personal use vans, sport utility vehicles (Chevrolet Blazer, Jeep Cherokee, Ford Bronco, etc.) or ~~pickups~~, with no evidence of commercial use may be considered as exceptions to this rule.

NOTE: Words underlined are additions to the existing text,
~~hyphenated~~ words are deletions.

(Remainder of Rules & Regulations Unchanged)

THIS INSTRUMENT PREPARED BY: **Cross Creek of Ft. Myers Condominium Association, Inc.**

OR2779 PG2867

CHARLIE GREEN LEE CITY FL
97 JAN -8 AM 10:18

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION

FILED
95 AUG 16 PM 1:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provision of Section 617, Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

FIRST: The name of the corporation is Cross Creek of Fort Myers Condominium Association, Inc.

SECOND: The following amendment to the Articles of Incorporation was adopted by the membership:

THIRD: The following amendment to the Articles of Incorporation was adopted by the required vote of the members on the 14th day of March, 1995.

ARTICLE VI.

The affairs of this Corporation are to be managed initially by a Board of three (3) Directors who will be elected each year at the annual meeting of the Corporation as provided for in the By-Laws. ~~At such time as the Developer has relinquished control of the Corporation as provided by the Condominium Act, the Board may be composed of any odd number of Directors that they decide (as provided for in the By-Laws).~~ The Board may be composed of the number of directors as provided for in the By-Laws.

Dated: July 14, 1995.

CROSS CREEK OF FORT MYERS
CONDOMINIUM ASSOCIATION, INC.

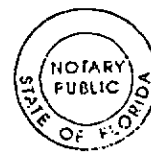
By: Earl Douglas Ison
Earl Douglas Ison, President

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this
15 day of July, 1995 by Earl Douglas Ison, as
President of Cross Creek of Fort Myers Condominium Association,
Inc., a Florida Corporation, on behalf of the corporation. He is
personally known to me or has produced (type of identification)
_____ as identification and did not take
an oath.

Carol J. Hickey
Notary Public
Printed Name: Carol J. Hickey

My commission expires: 5/27/97



CAROL J. HICKEY
My Comm Exp. 5/27/97
Bonded By Service Ins
No. CC290109
☒ Personally Known ☐ Other I. D.

500R

CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM

3622751

CROSS CREEK OF FORT MYERS CONDOMINIUM

I HEREBY CERTIFY that the following amendment to the Declaration of Condominium of Cross Creek of Fort Myers Condominium (Amendment No. 1), and the amendment to the Rules and Regulations of Cross Creek of Fort Myers Condominium, an exhibit to the Declaration (Amendment No. 2), which Declaration is recorded at O.R. Book 1761, Page 518, of the Public Records of Lee County, Florida, were duly adopted by the Association membership at the duly noticed special member's meeting of the Association on the 3rd day of January, 1994. Said amendments were approved by a proper percentage of votes of the voting interests of the Association. Amendment No. 3, an amendment to the Rules and Regulations, was duly approved by the Board of Directors, after due notice to the unit owners, on February 3, 1994.

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

Amendment No. 1 - Article 24, Declaration of Condominium

24. LEASING - ~~The Developer does not presently have a program of leasing units in the Condominium.~~ The leasing of units by unit owners is permitted and is not restricted. Unit owners leasing their unit are subject to rules and regulations deemed reasonable by the Board of Directors. Each unit owner may, in his sole discretion, elect to: (a) use the unit solely for his own use; (b) rent his unit through his own efforts; or (c) utilize the rental agency services of licensed real estate brokers in the area.

(Remainder of Article 24 Unchanged)

Amendment No. 2, Rule 12 - Rules and Regulations

12. LEASING/RENTING

A. The sale, ~~lease,~~ or transfer of units is not restricted or controlled. Unit owners leasing their unit are subject to rules and regulations deemed reasonable by the Board of Directors.

LAW OFFICES

✓ BECKER & POLIAKOFF, P.A. • THE COLONNADES • 13515 BELL TOWER DRIVE, SUITE 101 • FORT MYERS, FL 33907
TELEPHONE (813) 433-7707 • FACSIMILE (813) 433-5933

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERWOOD, D.C.

000100110700

Amendment No. 3, Rule 21 (New Rule) - Rules and Regulations

RENTAL POLICY

APPLICATION - The owner must submit an application to the Management Office and be received prior to occupancy. Each application is subject to review and approval/disapproval by the Board of Directors. Any unit owner who is delinquent in the payment of any assessment will not have the unit approved for rental purposes.

LEASE TERM - No lease shall be for less than thirty (30) days. Annual leases are subject to review upon expiration of original lease.

OWNER (OR AGENT) RESPONSIBILITIES - Owner (or agent) is responsible for providing a copy of the Association Rules and Regulations to prospective tenant. Rules and Regulations are to be signed and dated by tenant and returned to owner. Owner (or agent) shall furnish Management a copy of the signed Rules and Regulations prior to occupancy. Owner (or agent) shall provide a copy of the executed lease to Management. Owner (or agent) is responsible for giving tenant keys to the unit and mailbox. Owner (or agent) is responsible for notifying Management when unit is vacated.

TENANT RESPONSIBILITIES - Tenant is required to follow the Rules and Regulations of the Association, including obtaining parking decals.

IN WITNESS WHEREOF, we have affixed our hands this
7th day of JUNE, 1994, at Lee County, Florida.

WITNESSES:
(TWO)

Arlene O'Neill
Printed Name: ARLENE O'NEILL

Marilynn Corbett
Printed Name: MARILYNN CORBETT

CROSS CREEK OF FORT MYERS
CONDOMINIUM ASSOCIATION, INC.

BY: Earl Douglas Ison
Earl Douglas Ison, President

(CORPORATE SEAL)

OR 2626 PG 3356

3822869

CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM

CROSS CREEK OF FORT MYERS CONDOMINIUM

I HEREBY CERTIFY that the following amendments to the Declaration of Condominium of Cross Creek of Fort Myers Condominium the amendments to the By-Laws of Cross Creek of Fort Myers Condominium Association, Inc., the amendments to the Articles of Incorporation of Cross Creek of Fort Myers Condominium Association, Inc. and the amendments to the Rules and Regulations of Cross Creek of Fort Myers Condominium, Exhibits to the Declaration of Condominium, which Declaration is recorded at O.R. Book 1761, Page 518, of the Public Records of Lee County, Florida, were duly adopted by the Association membership at the duly noticed reconvened annual members' meeting of the Association on the 14th day of March, 1995. Said amendments were approved by a proper percentage of votes of the voting interests of the Association.

WITNESSES:
(TWO)

CROSS CREEK OF FORT MYERS
CONDOMINIUM ASSOCIATION, INC.

Debra A. Stephen
Printed Name: DEBRA A. STEPHEN

William V. Carter
Printed Name: WILLIAM V. CARTER

BY: Earl Douglas Ison
Earl Douglas Ison, President

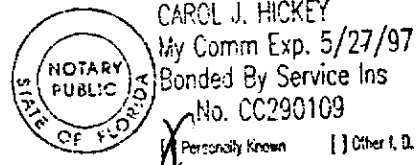
(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
 COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 14 day of July, 1995 by Earl Douglas Ison as President of Cross Creek of Fort Myers Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Carol J. Hickey
 Notary Public
 Printed Name: Carol J. Hickey

My commission expires: 5/27/97



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

DECLARATION OF CONDOMINIUM

(THERE ARE NO CHANGES IN THE FOLLOWING TEXT. THE DEFINITIONS ARE BEING PLACED IN ALPHABETICAL ORDER).

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

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

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

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

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

- (.1) The Land.
- (.2) All parts of the improvements which are not included within the units.
- (.3) Easements.
- (.4) Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, gas, water and sewer.
- (.5) Personal property - tangible personal property may be purchased, sold, leased, replaced and otherwise dealt with by the Association through its Board of Directors, on behalf of the members of the Association, without the necessity of any joinder by the members.

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

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

G. CONDOMINIUM DOCUMENTS - Means the Declaration and its attached Exhibits, which set forth the nature of the property rights in the Condominium and the covenants running with the land which govern these rights and the Declaration of Covenants, Conditions and Restrictions for the Cross Creek of Fort Myers Community Association and all Exhibits thereto. All the condominium documents shall be subject to the provisions of the Declaration of Covenants, Conditions and Restrictions for the Cross Creek of Fort Myers Community Association.

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

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

J. DEVELOPER - means U.S. HOME CORPORATION, a Delaware corporation (Lee-Collier Division) authorized to do business in the State of Florida.

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

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

M. MASTER ASSOCIATION - CROSS CREEK OF FORT MYERS COMMUNITY ASSOCIATION, INC. is a non-profit corporation and not a condominium association which shall be responsible for the maintenance and preservation of values of the common properties as described in Exhibit 2 of said Master Association. The Declaration of Covenants, Conditions and Restrictions for the Cross Creek of Fort Myers Community Association and all exhibits thereto are recorded in Official Records Book 1761 at Pages 518-586, inclusive, of the Public Records of Lee County, Florida. A copy of same being attached hereto as Exhibit G.

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

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

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

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

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

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

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

(Articles 5A. through 5C. Unchanged)

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

(.1) COMMON ELEMENTS -

(i) An undivided share of the common elements as defined in Florida Statute 718.018.

~~(ii) Parking spaces will not be assigned at the present time and are a part of the Common Elements. There are no covered parking spaces.~~

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

(i) Storage locker or other facility (enclosed, screened, fenced or open).

(ii) One covered parking space per unit as previously assigned.

(Remainder of Article 5 Unchanged)

~~15. PROVISIONS PERTAINING TO THE DEVELOPER~~

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

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

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

(Remaining Sections May Be Renumbered As Appropriate)

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

~~Developer guarantees that the assessments for common expenses will not increase above the dollar figures in the year following recordation of these documents as stated in the Estimated Operating Budget (\$125.00 per month per unit). Developer further guarantees that the assessment for common expenses for the year following the guaranteed year will not increase to more than \$143.75 per month per unit, and that the assessments for common expenses for the second year following recordation will not increase to more than \$165.31 per month per unit. The Developer will fund any short fall produced by the collection of assessments at the guaranteed levels for the years as stated above. In exchange for this guarantee, Developer will not pay assessments on unsold units. This composite guarantee begins on date of recordation and ends two (2) years from the date of the first year following recordation.~~

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

(Articles 26.A. through 26.C. Unchanged)

~~D. Nothing herein contained or contained in the Declaration of Covenants, Conditions and Restrictions as above referenced shall obligate the Developer of this condominium to construct any improvement or provide any maintenance regarding the common properties of the Cross Creek of Fort Myers Master Association, Inc.~~

(Remainder of Article 26 Unchanged, But Renumbered as Appropriate)

~~30. FNMA/FHA/VA APPROVAL - As long as there remains uncompleted facilities, unclosed units and any mortgage encumbering any unit insured by the Federal Housing Administration or guaranteed by the Veterans Administration, or where the Federal National Mortgage Association is a mortgagee or first mortgage holder, the following actions will require the prior approval of the respective authority: annexation of additional properties~~

~~other than the property described in Exhibit 1 of the Master Association documentation and/or amendment of such Master Association documentation, otherwise such approval will not be required.~~

ARTICLES OF INCORPORATION

ARTICLE VI.

The affairs of this Corporation are to be managed initially by a Board of three (3) Directors who will be elected each year at the annual meeting of the Corporation as provided for in the By-Laws. ~~At such time as the Developer has relinquished control of the Corporation as provided by the Condominium Act, the Board may be composed of any odd number of Directors that they decide (as provided for in the By-Laws).~~ The Board may be composed of the number of directors as provided for in the By-Laws.

BY-LAWS

3. BOARD OF DIRECTORS

(.1) MEMBERSHIP - ~~The affairs of the Association shall be managed initially by a Board of three (3) Directors selected by the Developer. Boards selected subsequent to the time members other than the Developer are entitled to elect a majority of the Directors shall be composed of any odd number of Directors that the Owners may decide. Other than Directors selected by the Developer, each Director shall be a person entitled to cast a vote in the meetings of the Association. The Developer shall be entitled to select at least one Director, as long as it holds at least five percent (5%) of the units that will ultimately be operated by the Association for sale in the ordinary course of business. The affairs of the Association shall be managed by a Board of seven (7) Directors. Each Director shall be a person entitled to cast a vote in the meetings of the Association. To qualify as a Board candidate, a unit owner must be and continue to be a member in good standing.~~

(.2) DESIGNATION OF DIRECTORS shall be in the following manner:

(a) Members of the Board of Directors ~~except those selected by the Developer~~ shall be elected by a majority of those present and voting at the annual meeting of the members of the Association or at a special meeting called for pursuant to Paragraph 3 (.2)(d) under Florida Statute 718.301.

(Article 3(.2)(b) Unchanged)

(c) Any Director ~~except these selected by the Developer,~~ may be removed with or without cause by concurrence of a majority of the members of the Association, either by written agreement or at a special meeting of the members called for that purpose either by a majority of the Board of Directors or by ten (10%) percent of the members. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

~~(d) (i) When unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one third of the members of the Board of Directors of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers, or three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers, or when all of the units that will be operated ultimately by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by the Developer in the ordinary course of business; or when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer is entitled to elect at least one member of the Board of Directors as long as the developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the condominium operated by the Association.~~

~~(ii) Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call and give not less~~

~~than thirty (30) nor more than forty (40) days' notice of a meeting of the unit owners for this purpose.~~

~~— (iii) Prior to or not more than sixty (60) days after unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Developer, as specified in Florida Statute 718.301.~~

(Articles 3(.3) and 3(.4) Unchanged)

(.5) REGULAR MEETINGS OF THE BOARD OF DIRECTORS may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but not less than quarterly four (4) times annually. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting. Adequate notice of all meetings, including committee meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency.

(Articles 3(.6) and 3(.7) Unchanged)

(.8) MEETINGS OF THE BOARD OF DIRECTORS ~~shall be open to all unit owners to attend and list but not be heard or participate (unless a majority of the Directors consent thereto) and notice of meetings shall be posted conspicuously on the condominium property forty-eight (48) hours in advance for the attention of unit owners except in an emergency.~~ including membership meetings and committee meetings, as defined by the Florida Condominium Act as amended from time to time, shall be open to all unit owners to attend and listen. Any unit owner may *tape record or videotape above listed meetings, but may not in any way disrupt the meeting and must desist if so instructed by the Chairman, who will give cause for his judgement which shall be included in the minutes.

Unit owners have the right to speak at such meetings with reference to all designated agenda items but only when recognized by the President for a maximum of three (3) minutes, with one, three (3) minute rebuttal.

*A twenty four (24) hour advance written notice must be given to the meeting chairman.

(Articles 3(.9) through 3(.11) Unchanged)

(.12) DIRECTORS not attending three consecutive Board Meetings may be subject to removal by recall.

5. OFFICERS

(Article 5(.1) Unchanged)

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

(.3) THE VICE-PRESIDENT shall in the absence or disability of the President exercise the powers and perform the duties of the President; He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(.4) THE SECRETARY shall keep the minutes of all proceedings of the Directors and the members; He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law; He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

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

~~(.6) THE COMPENSATION of all officers and employees of the Association shall be fixed by the Directors.~~ This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association or preclude the contracting with

a Director for the management of the condominium. DIRECTORS AND OFFICERS shall not be entitled to compensation for service as such but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an officer or director as an agent or employee of the Association.

6. MINUTES OF ALL MEETINGS OF UNIT OWNERS and of the Board of Directors, including committee meetings, as is defined by Florida Condominium Act as amended from time to time, shall be kept in a businesslike manner and these plus records of all receipts and expenditures and all other records shall be available for inspection by unit owners and Board members at all reasonable times.

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

(Articles 7(.1) through 7(.5) Unchanged)

(.6) LIEN FOR ASSESSMENTS - The unpaid portion of an assessment which is due together with interest thereon and reasonable attorney's fees for collection, shall be secured by a lien upon:

(Articles 7(.6) (a) and (b) Unchanged)

(c) COLLECTION -

(i) INTEREST - APPLICATION OF PAYMENTS - Assessments paid on or before fifteen (15) days after the date due shall not bear interest, but all sums not paid on or before fifteen (15) days shall bear interest at the prime rate plus two points per annum from the date due until paid plus a ~~\$50.00 late charge~~ \$25.00 late charge, or the greatest amount allowed by Florida Statute 718.116(3). All payments upon account shall be first applied to interest and the late charge then to the assessment payment first due. All interest and late charge collected shall be credited to the common expense account.

RULES AND REGULATIONS

Attached are the Rules and Regulations (10 pages).

CROSS CREEK OF FT. MYERS CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

INTRODUCTION - Cross Creek of Ft. Myers Condominium Association, Inc. (also known as Terrace One) is a private community shared by 195 families living in very close proximity. Rules are made to provide each and every family the comfort, peace and security that they are entitled to. Some may not agree with every rule but each is designed to benefit the majority of residents and therefore applies to everyone.

Rules have the force of Florida Statute 718. They may be altered only by following procedures as outlined in the Declaration of the Association and Florida Statute 718.

1. AUTHORITY

A. All unit owners in addition to any other obligations, duty, right and limitation imposed upon them by the Declaration, the Articles of Incorporation, the By-Laws of the Association and the Condominium Act shall be subject to and agree to abide by the following restrictive covenants, which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees.

B. These Rules and Regulations will be reviewed periodically by the Board of Cross Creek of Ft. Myers Condominium Association, Inc. and amended as necessary to better serve the membership.

2. ENFORCEMENT

A. Complaints should be reported, in writing, to the ~~Board or to an officer of the Association.~~

Management Office.

B. ~~Minor infractions will be called to the attention of the person or persons involved by an officer of the Association.~~ Repeated infractions and violations of a more serious nature will be referred to the Board for action.

Minor infractions will be called to the attention of the person or persons involved by Management, or an officer of the Association.

C. ~~Disagreements concerning complaints will be presented to the Board for adjudicated and appropriate action, with enforcement by civil legal process, if necessary.~~

Disagreements concerning complaints will be presented to the Board for appropriate action, with enforcement of the Board's decision by legal process, if necessary.

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3. SINGLE-FAMILY RESIDENCE/CHILDREN

A. No unit shall be used for any purpose other than a single-family residence or dwelling.

"Single family" means one natural person or a group of two or more natural persons living together each of who is related to each of the others by blood, marriage or adoption, or not more than two persons not so related who reside together as a single housekeeping unit. No trade, business profession or other type of commercial activity shall be carried on in any unit. The total number of permissible occupants are two (2) adults (over 14) or two (2) children per bedroom/sleeping den. The total number of permissible occupants, including children, in a unit is eight (8) persons.

B. There are no restrictions with regard to children in residency, except children will conduct themselves in accordance with the rules and regulations under parental or guardian supervision.

C. Any child the age of fourteen (14) years or younger must be accompanied by an adult while ~~at the pool located in Recreation Area.~~

in the Recreation Area including the pool & tennis court.

4. BICYCLES/MOTORCYCLES

A. Bicycles and other similar vehicles may be operated on the premises, but must be kept in ~~assigned areas~~ when not in use. Bicycles may not be kept on entry areas.

designated

B. Motorcycles (not modified to increase exhaust noise) shall be considered an automotive vehicle requiring a parking tag and must be parked in an assigned parking space.

5. DESTRUCTION OF PROPERTY

A. ~~Owners will be responsible for destruction, damage or defacement of buildings, facilities, and equipment caused through their own act(s) and/or the acts of their lessees or guests.~~

Owners will be responsible for any destruction, damage or defacement of buildings, facilities, and equipment caused through their own act(s) and/or the acts of their lessees or guests.

B. ~~Unit owners, guests, invitees or lessees shall be liable to the Association for defacing, marring or otherwise causing damage to the common elements or limited common elements where the repair of said damage is the obligation of the Association.~~

Unit owners, on behalf of their families, guests, invitees or lessees shall be liable to the Association for defacing, marring or otherwise causing damage to the common elements or limited common elements where the repair of said damage is the obligation of the Association.

(C) Unit owners, on behalf of their families, guests invitees or lessees shall be liable to the Association for all costs of damage and/or excess water billing caused by failure to turn off water supply to the unit when unoccupied for forty-eight (48) hours or more. Refer to item G (ii) of the Declaration.

6. SAFETY

Safety is the responsibility of all residents and visitors, who are expected to observe normal safety precautions, in all areas.

A. No one shall permit any activity or keep anything in a condominium unit, storage area or the common elements which would be a fire or health hazard or in any way tend to increase insurance rates. This section has particular reference to barbecuing outdoors.

B. An adult should attend all children the age of fourteen (14) years or younger in the common elements. Children must abide by all rules and regulations. Their safety is the responsibility of parent or guardian, whether accompanying the child or not.

C. Everyone must be familiar with the danger of alligators and snapping turtles that live in our lakes and transverse dry land on occasion. These dangers are adequately covered in publications by the State of Florida.

D. The speed limit in the parking areas is ten (10) miles per hour.

7. EXTERIOR APPEARANCE

To maintain a uniform and pleasing appearance ~~of the exterior~~ of the buildings, the following shall apply: (as per the Declaration and By-Laws - Board may assist owners for exceptions if special conditions exist).

7.1 EXTERIOR APPEARANCE

A. No owner, tenant, or other occupant of a condominium unit may paint or otherwise change the appearance of any exterior wall, door, window, balcony, or any exterior surface.

B. No occupant may place any sunscreen, blind, storm shutter, screendoor or awning on any balcony or exterior opening without first securing written approval of the Board prior to installation. No occupant may erect any exterior lights or signs; ~~place any signs or symbols in windows~~; erect or attach any structures or fixtures within the common elements.

C. ~~Occupants are not to~~ erect, construct or maintain any wire devices, antennas or other equipment or structures on the exterior of the buildings or on or in any of the common elements, except with the written consent of the Board.

No occupants may

D. No clothing, bedding, or other similar items, shall be dried or aired in any outdoor area or within the unit or any limited common element if same can be seen from the common elements.

E. No draperies, shades, awnings, or the like shall be used except as shall have been installed or approved by the governing board ~~and no signs of any kind shall be placed in or on windows, doors, terraces, facades, or other exterior surfaces of the buildings.~~

Only one (1) **FOR SALE/FOR RENT** sign may be displayed on the inside surface of a unit window. Maximum sign size is twelve inches by eighteen inches (12" x 18").

8. INTERIOR APPEARANCE

7.2

A. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owner's units, whether inside or outside owner's unit ~~and shall promptly pay for all utilities which are separately metered to the unit.~~ The courtyards, rear balconies and screened lanais shall be kept in a clean and sightly manner by the unit owners having the right of exclusive use thereof.

B. No occupant may make any structural additions or alteration ~~(except the erection or removal of non-support carrying interior partitions wholly within the unit)~~ to any unit or to the common elements ~~or any of the foregoing without prior written consent of the Board.~~

Erection or removal of non-support interior partitions wholly within the unit require written consent of the Board.

8. SOLICITATION - Per Declaration & By-Laws

A. There shall be no solicitation by any person anywhere in the buildings or the common elements for any cause whatsoever unless invited by the unit owner to be solicited, or specifically authorized by the Board.

9. NOISE - Per Declaration & By-Laws

A. All occupants ~~of units~~ shall exercise extreme care about making noises, including automobile related noises, or the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other occupants. Designated "quiet" hours are ~~11:00 P.M. to 9:00 A.M.~~

10:00 8:00

B. All construction type noise in a unit must be limited to 8:00 A.M. to 6:00 P.M.

C. Automobile horns should not be used except for emergencies.

D. Children fourteen (14) years or younger must be controlled by their responsible parent/guardian to prevent unnecessary noise which includes specifically loud calling or shouting anywhere on the property and running on the balconies.

10. PETS

~~A. Unit owners shall be permitted to keep domestic animals only if such animals do not disturb or annoy other unit owners and weighs less than 25 pounds. Unit owners keeping domestic animals shall abide by municipal sanitary regulations and shall be responsible for any inconvenience or damage caused by such animals. All dogs and cats shall be kept on leashes when not confined to the owner's unit and will be walked only in areas designated from time to time by the Board for such purposes.~~

A. Unit owners shall be permitted to keep one (1) domestic animal only if such animal does not disturb or annoy other unit owners and weighs less than 25 pounds. Unit owners keeping a domestic animal shall abide by municipal sanitary regulations and shall be responsible for any inconvenience or damage caused by such animal. All dogs and cats shall be kept on leashes when not confined to the owner's unit and will be walked only in areas designated from time to time by the Board for such purposes. The pet owner shall be responsible for the immediate removal of all defecation of said animal.

B. If, in the sole judgment of the Board, it is determined that a pet is causing excessive disturbance and annoyance to other occupants, the owner will be asked to remove the pet.

C. ~~Pets will not be allowed in the swimming pool or tennis court areas.~~
are

D. Pet owners shall be responsible to pay for any damage caused by their pet.

11. LEASING/RENTING

A. The sale or transfer of units is not restricted or controlled. Unit owners leasing their unit are subject to rules and regulations deemed reasonable by the Board of Directors.

12. OCCUPANCY

A. No owner, lessee, or other occupant of a condominium unit shall use the unit for other than single family residence purposes, ~~except for model apartments maintained by the Developer.~~

13. GARBAGE/REFUSE

A. All garbage and refuse from the units shall be bagged, tied and deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board will direct. All disposals shall be used in accordance with instructions given to the owners

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by the Directors. Refuse, newspapers, and bagged garbage shall be deposited only in areas provided for such purpose.

Board

A recycling program is in place. Recycling containers are located in the room with the trash containers. All recyclable materials must be deposited with care in the containers provided.

14. VISITORS

A. The unit owners, their guests and invitees agree to use the common elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the Directors for the use thereof.

the
Board

15. FACILITIES/GENERAL

~~A. The facilities of the condominium are for the exclusive use of members of the Association, lessees, their house guests, and guest accompanied by a member or lessee. No guest or relative of a member or lessee may use the facilities unless in actual residence or accompanied by a member or lessee.~~

Condominium facilities are for the exclusive use of unit owners, the family guests, invitees or lessees. No guest or relative of an owner or lessee may use the facilities unless in actual residence or accompanied by an owner or lessee. The owner, or lessee as a resident shall acquire a membership card to use pool, gazebo, tennis and other facilities as may be designated by the Board from time to time. These cards are to be carried at all times while on club property. Loss of the card shall be reported to the Community Association office, at which time a replacement card will be issued for a fee. Owners or lessees failing to show cards will be denied use of facilities.

When a unit is leased, a tenant shall have all use rights in the common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest of the tenant in accordance with Rules and Regulations adopted by the Association.

~~B. These rules and regulations shall apply equally to owners, their families, guest and lessees.~~

B. Guests, and Invitees privileges -

An individual, who is the guest or invitee and is accompanied by his member host, is entitled to the use of the clubhouse, golfcourse, and other facilities under those policies established by the Community Association Board and the Cross Creek of Ft. Myers Condominium Association, Inc. Board.

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15.1 SWIMMING POOL

A. Owners, their families, lessees, and guests using the swimming pools do so at their own risk. There is no lifeguard on duty. The swimming pools are for the occasional use of guests and abuses are subject to action by the Board.

B. Persons using the swimming pools are requested to read and obey the posted rules for use of the swimming pools and deck areas.

required

C. Glass containers are prohibited in the swimming pool areas.

~~D. No pets of any kind are permitted in the swimming pools or pool areas. Owners will be held responsible for any damages or repairs necessary.~~

D. Children fourteen (14) years or younger are not permitted in the spa or sauna unless accompanied by an adult at all times. Please do not swim alone.

E. Non toilet trained children must wear waterproof pants over snug fitting diaper while in pool or pool area.

F. Shower prior to entering pool or spa.

G. Shower off suntan oils or lotions prior to entering pool or spa.

H. Bathing suits must be worn (no jeans, cut-offs, underwear or street clothes are allowed).

I. Rafts, balls, inner tubes, etc. are not to be used in pool or pool area.

J. Food, glass containers and alcoholic beverages are prohibited in the pool or pool area. Non-alcoholic refreshment in non-glass containers are allowed in pool area, but not in pool.

K. Night swimming is not permitted. Pool hours - dawn to dark.

L. No pets of any kind or size are permitted in the swimming pools or pool areas. Owners will be held responsible for any damages or repairs necessary.

M. Running, diving, and horseplay are not permitted.

N. Water wings are permitted.

O. Cigarette butts are not to be discarded in the area.

P. The pool area may be reserved from time to time as required by the Board of Directors.

Q. Bathing load 20 persons.

R. Pool may be closed by Board of Directors for socials or meetings.

S. No loud noise.

T. Maximum temperature of spa 105 degrees.

15.2 TENNIS COURT

A. Turn off lights when not in use.

B. Proper attire (tennis shoes) required.

C. Children fourteen (14) years or younger must be accompanied by an adult.

D. No tennis after 10:00 P.M.

E. Guests must be accompanied by resident.

F. 60 minute limit if someone is waiting.

15.3 GAZEBO AREA

A. Barbecue is for use by all residents on a first come, first to use basis.

B. Turn off valve when finished using.

C. Leave grill and grill area clean.

D. The gazebo area may be reserved from time to time as required by the Board of Directors.

Other recreational facilities as may be added from time to time may require further rules of use.

16. FOOD AND BEVERAGES

A. Food and beverages may be consumed in the common elements at the personal discretion of the owners.

designated

B. Owners are responsible for leaving the common elements used in a clean condition.

designated

C. Outdoor cooking is restricted to areas designated for that purpose. Lanais are prohibited areas.

17. VEHICLES AND PARKING

~~Recreational vehicles, boat trailers, campers and travel trailers may not be parked on condominium property.~~

Recreational vehicles, boat trailers, campers, trucks & commercial vehicles and travel trailers may not be parked on the elements of condominium property. Personal use vans or pickups, with no evidence of commercial use may be considered as exceptions to this rule, but require prior approval of the Management Office.

18. ENFORCEMENT

Rules enforcement is the responsibility of the Management under guidance of the Board. Residents who wish to bring rules to the attention of others who may not be properly observing these rules should do so only in a polite and non-confrontational way. Written complaints to the Management Office with details of the infraction will result in appropriate action.

19. *PENALTIES AND FINES

Pursuant to Section 4 of the By-Laws, the Association shall have through its Board the right to assess fines and penalties for the violation of these Rules and Regulations.

* No fine may exceed one hundred dollars (\$100.00) per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed one thousand dollars (\$1,000.00). No fine may be levied except after giving reasonable written notice and opportunity for a hearing to the unit owner and, if applicable, it licensee or invitee. Unpaid fines will be subject to legal collection procedure against individuals, but will not become a lien against a unit. Responsibility of payment of the fine shall rest with the unit owner regardless of whether the violation giving rise to the fine is that of the unit owner's tenant, family members or guests.

20. RENTAL POLICY

APPLICATION - The owner must submit an application to the Management Office and be received prior to occupancy. Each application is subject to review and approval/disapproval by the Board of Directors. Any unit owner who is delinquent in the payment of any assessment will not have the unit approved for rental purposes.

LEASE TERM - No lease shall be for less than thirty (30) days. Annual leases are subject to review upon expiration of original lease.

95 AUG 16 AM 10:45

OWNER (OR AGENT) RESPONSIBILITIES - Owner (or agent) is responsible for providing a copy of the Association Rules & Regulations to prospective tenant. Rules & Regulations are to be signed and dated by tenant and returned to owner. Owner (or agent) shall furnish Management a copy of the signed Rules & Regulations prior to occupancy. Owner (or agent) shall provide a copy of the executed lease to Management. Owner (or agent) is responsible for giving tenant keys to the unit and mailbox. Owner (or agent) is responsible for notifying Management when unit is vacated.

TENANT RESPONSIBILITIES - Tenant is required to follow the Rules & Regulations of the Association, including obtaining parking decals.

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DECLARATION OF CONDOMINIUM
OF
CROSS CREEK OF FORT MYERS CONDOMINIUM

U.S. HOME CORPORATION, LEE-COLLIER DIVISION, a Delaware corporation authorized to do business in the State of Florida herein called "Developer" on behalf of itself, its successors, grantees and assigns, to its grantees and assigns and their heirs, successors and assigns hereby makes this Declaration of Condominium:

1. SUBMISSION TO CONDOMINIUM - The lands located in Lee County, Florida, all improvements constructed upon said lands, as well as all easements including, but not limited to the utility easements, sewage and drainage easements, and ingress and egress easements serving this condominium. All of the foregoing is specifically described in Exhibit A, Sheets 1, 2 and 3 of 19, as "DESCRIPTION: PHASE 1, Phase 2, Phase 3, Phase 4 and Phase 5", and Sheets 4 through 19, Common Elements and Floor Plans.

2. CROSS CREEK OF FORT MYERS CONDOMINIUM - PLAN OF DEVELOPMENT - Developer proposes to construct a maximum of 195 single-family residential units and associated improvements designated as Cross Creek of Fort Myers Condominium. This will be a five (5) phase condominium per Florida Statute 718.403. Phases 1 through Phase 3 are being submitted at this time to the condominium form of ownership. Phase 4 and Phase 5 may be submitted at a later date. NO TIME SHARE ESTATES WILL BE CREATED WITH RESPECT TO UNITS IN THIS CONDOMINIUM.

ESTIMATED LATEST DATE OF COMPLETION:
Phase 1 - on or about April, 1986 - 39 Units
Phase 2 - on or about April, 1986 - 39 Units
Phase 3 - on or about April, 1986 - 39 Units
Phase 4 - on or about April, 1991 - 39 Units
Phase 5 - on or about April, 1991 - 39 Units

APPORTIONMENT OF COMMON EXPENSES AND COMMON SURPLUS AND OWNERSHIP OF COMMON ELEMENTS - The manner in which the apportionment of common expenses and common surplus and the ownership of common elements has been determined is by utilizing a fraction, the numerator of which is one (1) and the denominator of

THIS INSTRUMENT PREPARED BY:
HARVEY B. GOLDBERG, ESQUIRE
GOLDBERG, RUBINSTEIN & BUCKLEY, P.A.
POST OFFICE BOX 2366
FORT MYERS, FLORIDA 33902

which is the number of all units submitted to condominium ownership. Therefore, each unit in Phase I will own a 1/39th interest in the common expenses, common surplus and common elements; when Phase II is completed, each unit will own a 1/78th interest in the common expenses, common surplus and common elements; when Phase III is completed, each unit will own a 1/117th interest in the common expenses, common surplus and common elements; when Phase IV is completed, each unit will own a 1/156th interest in the common expenses, common surplus and common elements; when Phase V is completed, each unit will own a 1/195th interest in the common expenses, common surplus and common elements.

3. NAME - ASSOCIATION - The name of the condominium association is Cross Creek of Fort Myers Condominium Association, Inc. This Association is incorporated as a nonprofit Florida corporation.

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

A. DEVELOPER - means U.S. HOME CORPORATION, a Delaware corporation (Lee-Collier Division) authorized to do business in the State of Florida.

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

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

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

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

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

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

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

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

(.1) The land.

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

(.3) Easements.

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

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

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

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

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

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

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

O. CONDOMINIUM DOCUMENTS - Means the Declaration and its attached Exhibits, which set forth the nature of the property rights in the Condominium and the covenants running with the land which govern these rights and the Declaration of Covenants, Conditions and Restrictions for the Cross Creek of Fort Myers Master Association and all Exhibits thereto. All the condominium documents shall be subject to the provisions of the Declaration of Covenants, Conditions and Restrictions for the Cross Creek of Fort Myers Master Association.

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

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

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

S. MASTER ASSOCIATION - CROSS CREEK OF FORT MYERS MASTER ASSOCIATION, INC. is a non-profit corporation and not a condominium association which shall be responsible for the maintenance and preservation of values of the common properties as described in Exhibit 2 of said Master Association. The Declaration of Covenants, Conditions and Restrictions for the Cross Creek of Fort Myers Master Association and all exhibits thereto are recorded in Official Records Book ____ at Page ____ through Page ____, inclusive, of the Public Records of Lee County, Florida. A copy of same being attached hereto as Exhibit G.

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

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

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

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

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

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

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

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

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

(.1) COMMON ELEMENTS -

(i) An undivided share of the common elements as defined in Florida Statute 718.108.

(ii) Parking spaces will not be assigned at the present time and are a part of the Common Elements. There are no covered parking spaces.

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

(i) Storage locker or other facility (enclosed, screened, fenced or open).

(.3) ASSOCIATION MEMBERSHIP and an undivided share in the common surplus and property, real and personal, held by the Association.

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

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

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

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

(.3) UTILITIES - Easements through the common areas and units for conduits, ducts, plumbing, wiring and other

facilities for the furnishing of services to other units and the common elements.

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

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

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

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

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

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

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

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

(ii) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the interior walls of the unit or which is visible from the

exterior, unless the written consent of the Association is obtained in advance.

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

I. COMMON ELEMENTS

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

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

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

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

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

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

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

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

A. AUTHORITY TO PURCHASE - Except Builders Risk and other required insurance furnished by Developer during construction, all insurance policies (except as hereinafter

allowed) shall be purchased by the Association, for itself and as agent for the owners and their mortgagees as their interests may appear.

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

C. COVERAGE:

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

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

(ii) SUCH OTHER RISKS as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the buildings, including but not limited to flood insurance, vandalism and malicious mischief, if available.

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

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

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

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

9. - RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE: If any part of the common elements or units shall be damaged or destroyed by casualty, the same shall be repaired or replaced unless such damage rendered seventy-five percent (75%) or more of the units untenable, and seventy-five percent (75%) of the owners at a meeting called and held within sixty (60) days of the casualty or thirty (30) days after the insurance claim is adjusted (whichever comes first), vote against such repair or replacement, in which event the proceeds shall be distributed to the unit owners and their mortgagees, as their interests may appear, and the condominium shall be terminated as provided in Paragraph 14 following.

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

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

(.3) ESTIMATE OF COSTS - Immediately after a casualty causing damage to property for which the Association has

the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property insofar as reasonably possible in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

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

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

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

(ii) ASSOCIATION - Said Trustee shall make such payments upon the written request of the Association,

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

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

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

10. USE RESTRICTIONS - The use of the property of the condominium shall be in accordance with the Rules and Regulations attached as Exhibit C, the restrictions as set forth in the Declaration of Covenants, Conditions and Restrictions for the Cross Creek of Fort Myers Master Association and all exhibits thereto and the following provisions:

A. LAWFUL USE - All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or

repair upon condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned as expressed earlier in this Declaration.

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

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

11. A. LIENS -

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

(.2) NOTICE OF LIEN - An owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within seven (7) business days after the attaching of the lien.

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

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

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

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

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

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

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

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

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

A. An amendment may be proposed either by the Board of Directors or by any owner and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed with the formalities of a deed signed by the President or Vice-President and Secretary of the Association that it has been enacted by the affirmative vote of the required percentage of unit owners (which vote may be evidenced by written approval of owners not present and the separate written joinder of

mortgagees where required) shall include the recording data identifying the Declaration and which shall become effective when recorded according to law.

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

C. REGULAR AMENDMENTS - An amendment which does not change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus or materially or adversely affects the property rights of owners may be enacted by a sixty-six and two-thirds percent (66-2/3%) vote. -130 -

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

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

A. By the agreement of eighty percent (80%) of the owners which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of

land. The termination shall become effective when such Agreement has been recorded according to law.

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

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

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

15. PROVISIONS PERTAINING TO THE DEVELOPER -

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

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

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

16. MORTGAGEE PROVISIONS -

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

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

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

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

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

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

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

H. No amendment to this Declaration shall be effective to change or alter the rights or reservations as herein reserved

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

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

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

K. Where the mortgagee of a first mortgage of record obtains title to a unit by foreclosure or by deed in lieu of foreclosure, such mortgagee and its successors and assigns shall be liable for such unit's assessments or share of the common expenses which became due prior to acquisition of title unless such share is secured by a claim of lien for assessments recorded prior to the recordation of the subject mortgage.

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

17. ENFORCEMENT OF ASSESSMENT LIENS - Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of mortgage on real property. During his occupancy, the foreclosed owner shall be required to pay a reasonable rental and the Association shall be entitled to the appointment of a receiver to collect the same, and the Association shall have all the powers provided in Florida Statute 718.116, including specifically interest at sixteen percent (16%) per annum on unpaid assessments and reasonable attorney's fees incident to the collection of such assessment or enforcement of such lien, with or without suit.

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

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

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

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

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

Developer guarantees that the assessments for common expenses will not increase above the dollar figures in the year following recordation of these documents as stated in the Estimated Operating Budget (\$125.00 per month per unit). Developer further guarantees that the assessment for common expenses for the year following the guaranteed year will not increase to more than \$143.75 per month per unit, and that the assessments for common expenses for the second year following recordation will not increase to more than \$165.31 per month per unit. The Developer will fund any short-fall produced by the collection of assessments at the guaranteed levels for the years as stated above. In exchange for this guarantee, Developer will not pay assessments on unsold units. This composite guarantee begins on date of recordation and ends two (2) years from the date of the first year following recordation.

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

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

23. PARKING - Covered parking spaces will be assigned to each unit as reflected in Exhibit "A". Parking for guests will not be covered.

24. LEASING - The Developer does not presently have a program of leasing units in the Condominium. The leasing of units by unit owners is permitted and is not restricted. Each unit owner may, in his sole discretion, elect to: (a) use the unit solely for his own use; (b) rent his unit through his own efforts; or (c) utilize the rental agency services of licensed real estate brokers in the area.

No representations or warranties with regard to the feasibility of rental of the Condominium units or income to be derived therefrom are made. Any prospective unit owner who desires to rent his unit shall independently determine and be responsible for

the feasibility thereof. Any purchaser who intends to rent his unit should consult his own advisor with respect to tax consequences and economic advantages of owning a Condominium Unit.

THE SALE, LEASE OR TRANSFER OF UNITS IS NOT RESTRICTED OR CONTROLLED.

25. PLAN OF PHASING - This is a phase condominium which will initially consist of Phase 1, Phase 2 and Phase 3. Phase 4 and Phase 5 will be submitted to the condominium form of ownership by Amendment to this Declaration. The legal descriptions of all parcels are contained in Exhibit A to this Declaration. There will be a maximum of 195 units in the five (5) phases.

A. Phases 1, 2, 3, 4 and 5 of Cross Creek of Fort Myers Condominium will each be a 39 unit 3-story building. There will be three (3) typical unit types in this condominium as follows:

(.1) UNIT A - 2 bedrooms/2 bathrooms with den consisting of approximately 843 square feet of living space.

(.2) UNIT B - 2 bedrooms/2 bathrooms consisting of approximately 1008 square feet of living space.

(.3) UNIT C - 2 bedrooms/1 bathroom consisting of approximately 1051 square feet of living space.

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

C. The estimated latest date of completion of construction, finishing and equipping of Phase 1 of the Cross Creek of Fort Myers Condominium is April, 1986; the estimated latest date of construction, finishing and equipping Phase 2 is April, 1986. The estimated latest date of construction, finishing and equipping Phase 3 is April, 1986. The estimated latest date of construction, finishing and equipping Phase 4 is April, 1991. The estimated latest date of constructing, finishing and equipping Phase 5 is April, 1991.

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

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

B. UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COST AND EXPENSE OF MAINTENANCE, MANAGEMENT, UPKEEP, REPLACEMENT AND ASSESSMENTS UNDER THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CROSS CREEK OF FORT MYERS MASTER ASSOCIATION (the Master Association).

C. This condominium is part of and subject to the Declaration of Covenants, Conditions and Restrictions for the Cross Creek of Fort Myers Master Association, dated March 28, 1984, and recorded in Official Records of Lee County, Florida. Each owner of a condominium unit in this condominium shall automatically become a member in the Cross Creek of Fort Myers Master Association, Inc., a non-profit corporation, which has been created to maintain certain common properties as defined in the Declaration of Covenants, Conditions and Restrictions as above referenced.

D. Nothing herein contained or contained in the Declaration of Covenants, Conditions and Restrictions as above referenced shall obligate the Developer of this condominium to construct any improvement or provide any maintenance regarding the common properties of the Cross Creek of Fort Myers Master Association, Inc.

E. All members in the Cross Creek of Fort Myers Master Association, Inc. are subject to and shall abide by the Declaration of Covenants, Conditions and Restrictions for the Cross Creek of Fort Myers Master Association as above referenced. The Estimated Operating Budget for Cross Creek of Fort Myers Condominium Association, Inc. reflects the assessment by the Cross Creek of Fort Myers Master Association, Inc. which is subject to change.

27. RECREATIONAL FACILITIES - The recreational facilities that are described in this section are for the exclusive use of the condominium unit owners of CROSS CREEK OF FORT MYERS CONDOMINIUM. The estimated latest date of completion of constructing, finishing and equipping the recreation area is December, 1986.

A. One heated swimming pool surrounded by a 2819 square foot deck. The swimming pool will accomodate 50 people at any one time and the pool deck will accomodate 40 people at any one time.

B. One Sauna consisting of 100 square feet with a capacity of 8 persons.

C. One Spa consisting of 272 square feet with a capacity of 15 persons.

D. One regulation size tennis court (asphalt).

28. GOLF COURSE AND CLUBHOUSE - The Master Association shall operate, maintain and hold record title to the golf course and clubhouse for the use and benefit of its members. See Article II, Section 3 of the Master Declaration of Covenants, Conditions and Restrictions for Cross Creek of Fort Myers.

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

30. FNMA/FHA/VA APPROVAL - As long as there remains uncompleted facilities, unclosed units and any mortgage encumbering any unit insured by the Federal Housing Administration or guaranteed by the Veterans Administration, or where the Federal National Mortgage Association is a mortgagee or first mortgage holder, the following actions will require the prior approval of the respective authority: annexation of additional properties other than the property described in Exhibit 1 of the Master Association documentation and/or amendment of such Master Association documentation, otherwise such approval will not be required.

THIS DECLARATION OF CONDOMINIUM and attachments hereto made and entered into this 10th day of April, 1984.

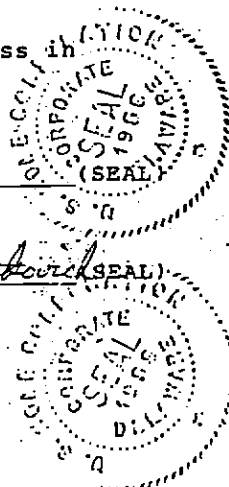
U.S. HOME CORPORATION,
LEE-COLLIER DIVISION,
a Delaware corporation
authorized to do business in
the State of Florida

Samuel A. Ross
Witness

Catherine E. Wolfe
Witness

BY: [Signature]

Attest: [Signature]

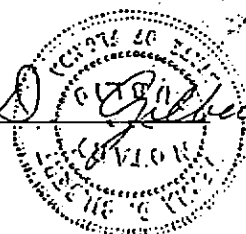


STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this 10th day of April, A.D.,
1984, before me personally appeared Gus Hevia and
Sue Iatkovich, President and Vice President
respectively of U.S. HOME CORPORATION, LEE-COLLIER DIVISION, a
Delaware corporation authorized to do business in the State of
Florida, to me known to be the persons described in and who
executed the foregoing Declaration of Condominium of Cross Creek of
Fort Myers Condominium, and severally acknowledged the execution
thereof to be their free act and deed as such officers, for the
uses and purposes therein mentioned; and that they affixed thereto
the official seal of said corporation, and the said instrument
is the act and deed of said corporation.

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

[Signature]
Notary Public



My Commission Expires:

CROSS CREEK OF FT. MYERS

CONDOMINIUMS I
TRACT NO. 3
PHASE 1 & 2
SITE PLAN

1. ELEVATIONS SHOWN HEREON ARE BASED ON M.S.L.
2. BEARING & COMMON WALLS ARE 0.47' UNLESS NOTED.
3. PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.01').
4. AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.1').
5. DEMOTES COMMON ON BEARING WALLS
6. DEMOTES COMMON ELEMENT
7. L.C.E. DEMOTES LIMITED COMMON ELEMENT
8. DEMOTES PARKING SPACES ARE L.C.E.'S & PARKING SPACE NUMBER MATCHES UNIT NUMBER TO WHICH IT IS ASSIGNED

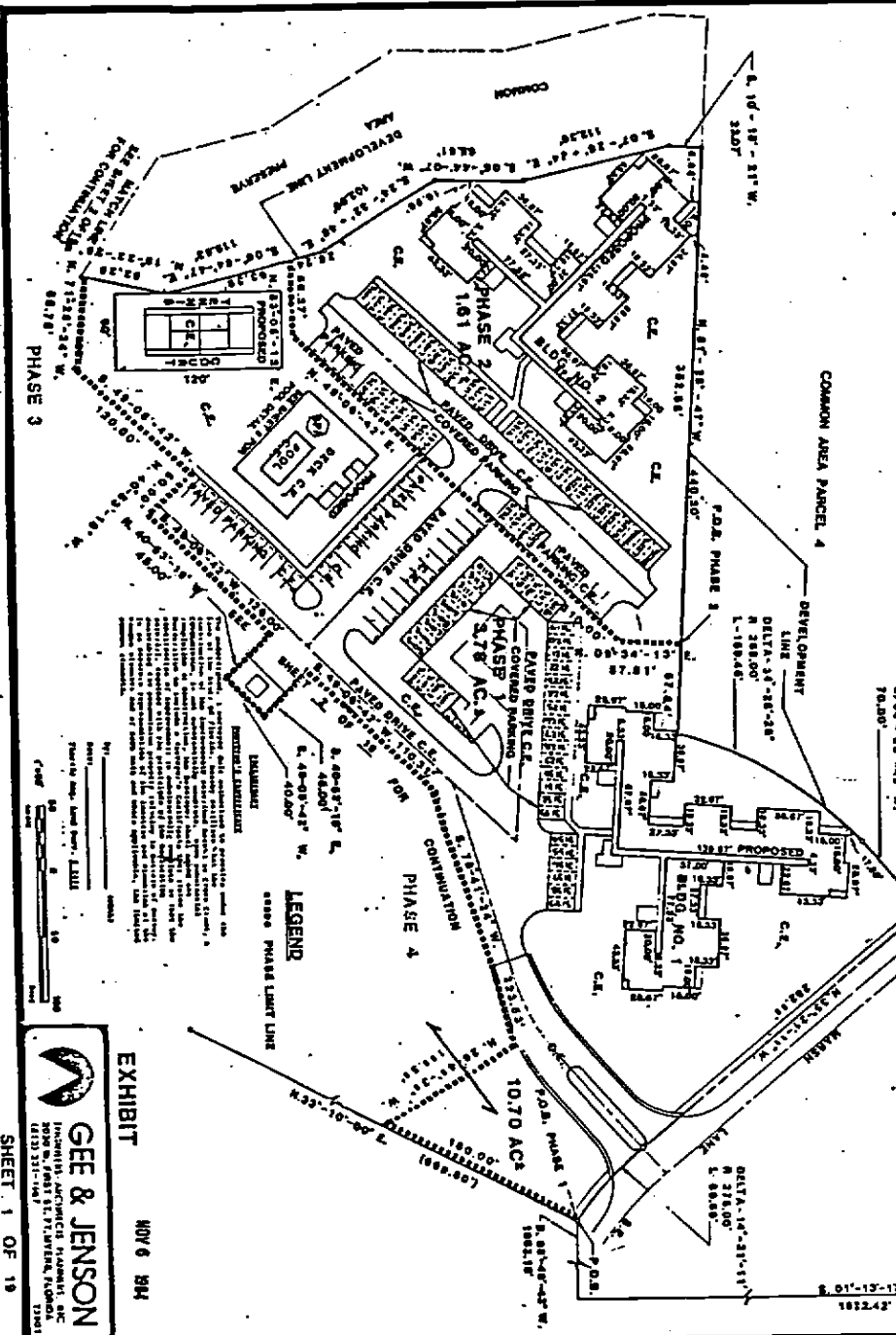
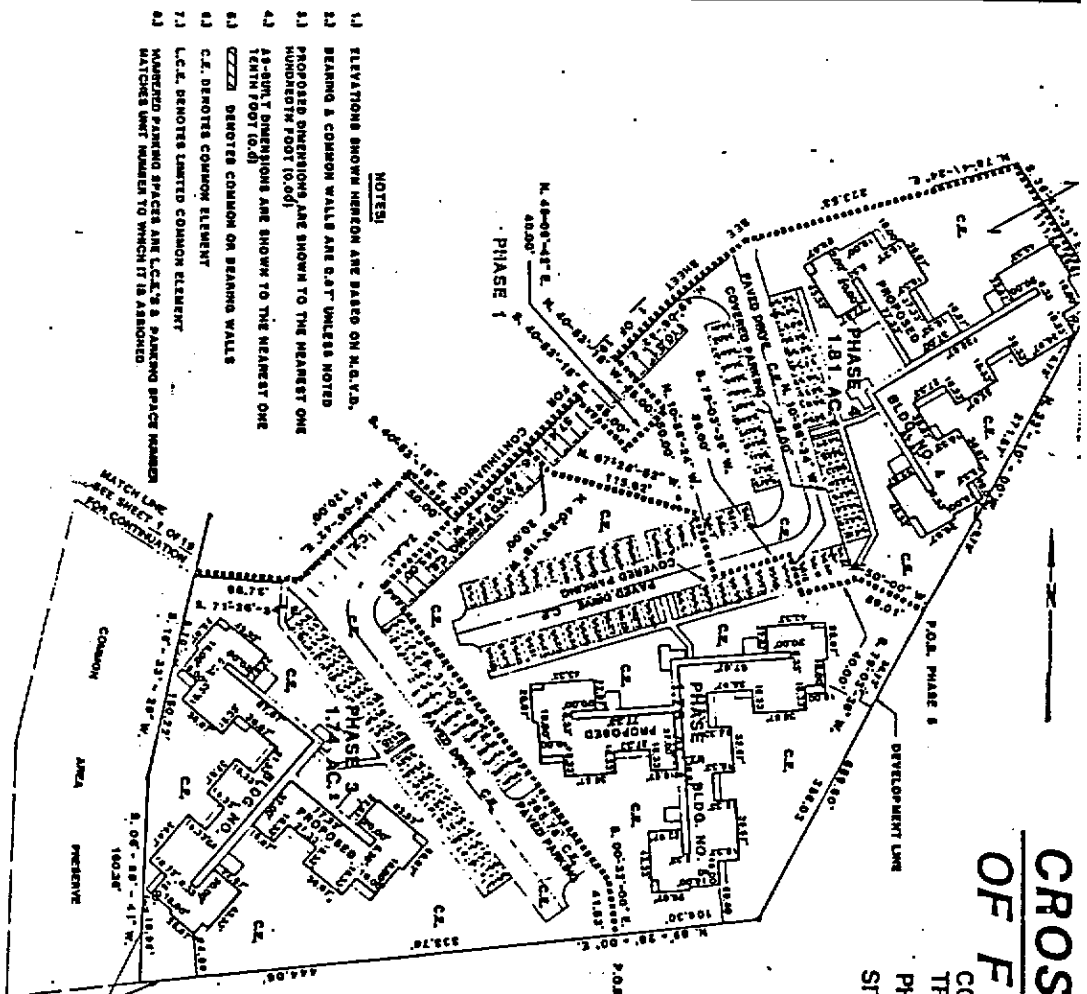


EXHIBIT
GEE & JENSON
REGISTERED PROFESSIONAL SURVEYORS
1000 W. JAMES STREET, SUITE 100
FORT MYERS, FL 33901
NOV 6 1994

CROSS CREEK OF FT. MYERS CONDOMINIUMS I

TRACT NO. 3
PHASE 3, 4&5
SITE PLAN



- NOTES**
- 1) ELEVATIONS SHOWN HEREON ARE BASED ON M.S.L.
 - 2) BEARING & COMMON WALLS ARE 0.5" UNLESS NOTED
 - 3) PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.01)
 - 4) 1/2" DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.1)
 - 5) C.C. DENOTES COMMON ON BEARING WALLS
 - 6) C.C. DENOTES COMMON ELEMENT
 - 7) L.C.E. DENOTES LIMITED COMMON ELEMENT
 - 8) MATCHED PARKING SPACES ARE L.C.E.'S & PARKING SPACE NUMBER MATCHES UNIT NUMBER TO WHICH IT IS ASSIGNED

EXHIBIT
NOV 6 2014
GEE & JENSON
INCORPORATED ARCHITECTURAL PLANNERS, INC.
1000 W. 79th St., Ft. Myers, Florida 33901
SHEET 2 OF 18

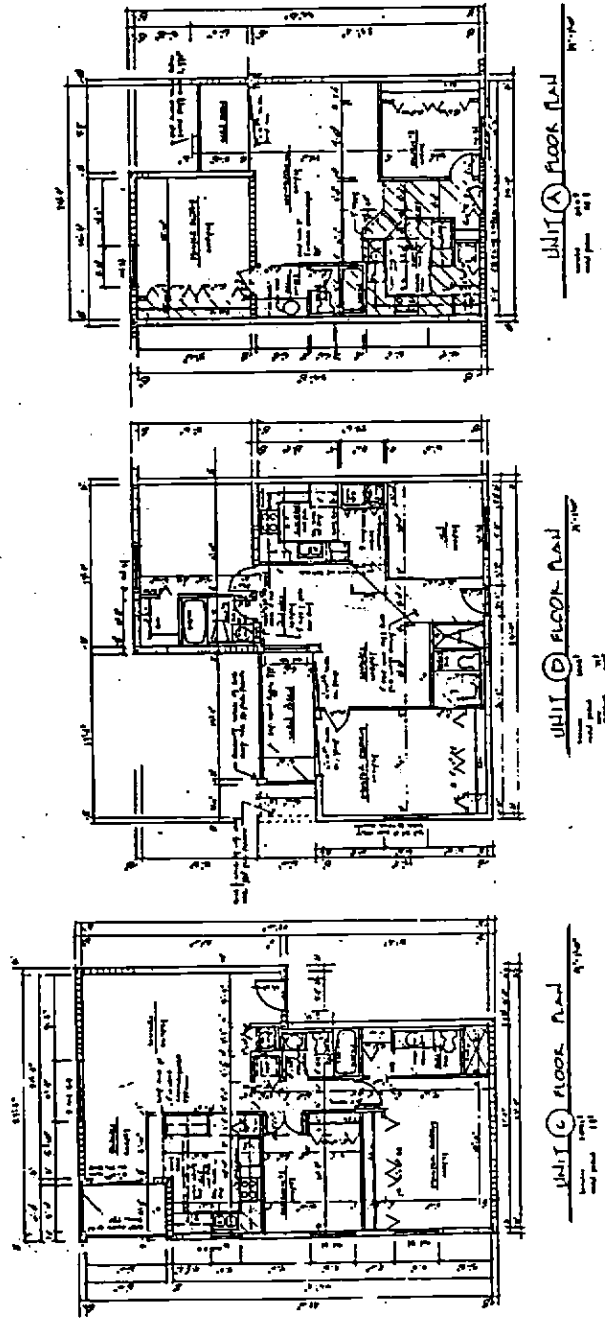
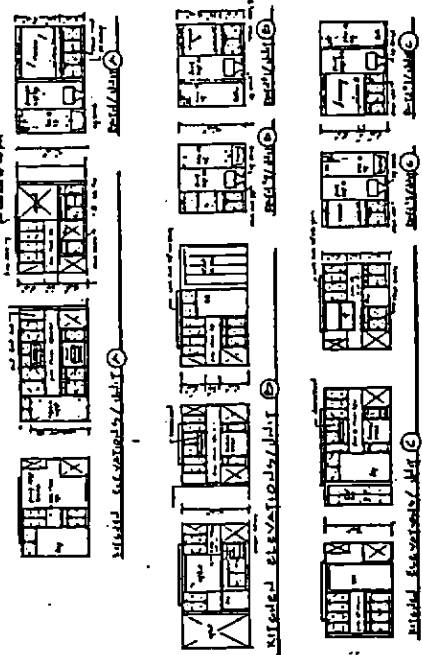
CROSS CREEK OF FORT MYERS CONDOMINIUM FLOOR PLANS

- GENERAL NOTES:**
1. CONSTRUCTION IS SHOWN FOR ALL UNITS AND COMMON AREAS INCLUDING THE ROOF.
 2. FINISHES ARE SHOWN FOR ALL UNITS AND COMMON AREAS INCLUDING THE ROOF.
 3. ALL UNITS ARE TO BE BUILT TO THE EXTERIOR OF THE BUILDING.
 4. ALL UNITS ARE TO BE BUILT TO THE EXTERIOR OF THE BUILDING.
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 9. ALL UNITS ARE TO BE BUILT TO THE EXTERIOR OF THE BUILDING.
 10. ALL UNITS ARE TO BE BUILT TO THE EXTERIOR OF THE BUILDING.



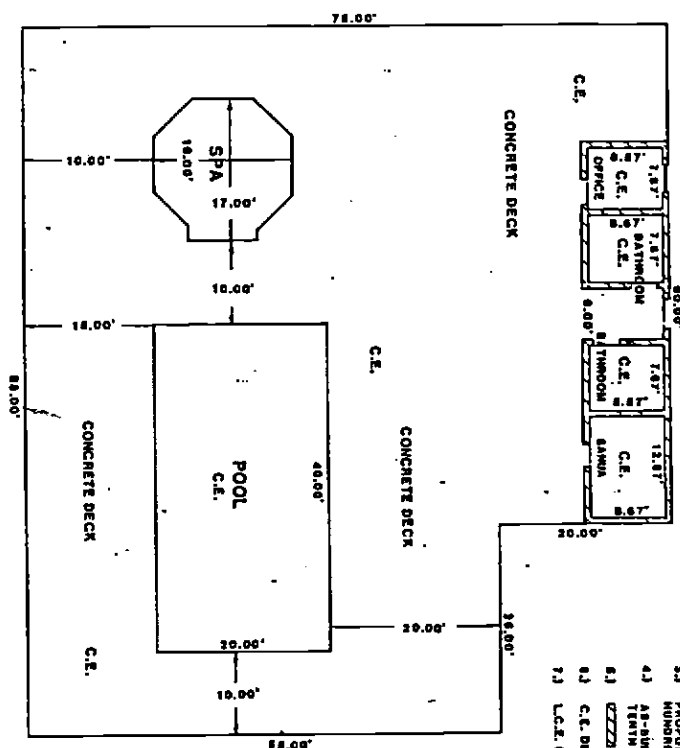
U.S. HOME
LES COUNTY
21 UNIT CONDOMINIUM IN CROSS CREEK PK.
FLOOR PLAN

DATE	10-1-84
BY	10-1-84
CHKD	10-1-84
APP'D	10-1-84
SCALE	1/8" = 1'-0"
SHEET	A-5



CONDOMINIUMS I
TRACT 3
PHASE 1
RECREATION AREA

- 1.1 ELEVATIONS SHOWN HEREON ARE BASED ON A.C.Y.D.
- 2.1 BEARING & COMMON WALLS ARE 0.17' UNLESS NOTED
- 3.1 PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.00)
- 4.1 ALL-UNIT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.10)
- 5.1 XXXX DENOTES COMMON ON BEARING WALLS
- 6.1 C.E. DENOTES COMMON ELEMENT
- 7.1 L.C.E. DENOTES LIMITED COMMON ELEMENT



MAY 6 1964



GEE & JENSON
 SUPPLEMENTAL ACCOUNTING SYSTEMS, INC.
 7030 W. 103RD ST., FT. MYERS, FLORIDA
 (813) 331-1987

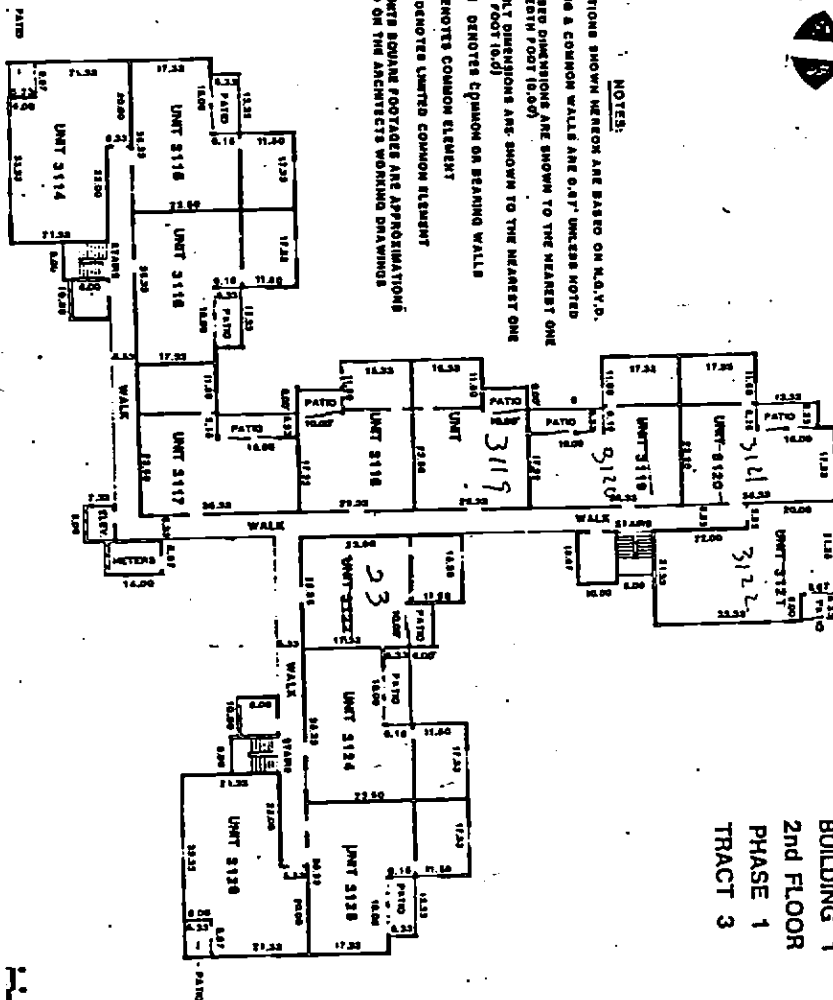
SHEET 4 OF 14



**CROSS CREEK
OF F.T. MYERS
CONDOMINIUMS I**

2nd FLOOR
PHASE 1
TRACT 3

- 1.) ELEVATIONS SHOWN HEREON ARE BASED ON N.A.Y.D.
- 2.) BEARING & COMMON WALLS ARE 6-0" UNITS NOTED
- 3.) PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDRETH FOOT (0.00)
- 4.) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.10)
- 5.) ZZZZ DENOTES COMMON OR BEARING WALLS
- 6.) ---- DENOTES COMMON ELEMENT
- 7.) L.C.E. DENOTES COMMON ELEMENT
- 8.) ALL UNITS BEYOND FOOTINGS ARE APPROXIMATIONS BASED ON THE ARCHITECT'S WORKING DRAWINGS



Unit & Cost	5/16	5/17	5/18	5/19	5/20	5/21	5/22	5/23	5/24	5/25	5/26	5/27	5/28	5/29	5/30	5/31	5/32	5/33	5/34	5/35	5/36	5/37	5/38	5/39	5/40	5/41	5/42	5/43	5/44	5/45	5/46	5/47	5/48	5/49	5/50	5/51	5/52	5/53	5/54	5/55	5/56	5/57	5/58	5/59	5/60	5/61	5/62	5/63	5/64	5/65	5/66	5/67	5/68	5/69	5/70	5/71	5/72	5/73	5/74	5/75	5/76	5/77	5/78	5/79	5/80	5/81	5/82	5/83	5/84	5/85	5/86	5/87	5/88	5/89	5/90	5/91	5/92	5/93	5/94	5/95	5/96	5/97	5/98	5/99	5/100
5/16	5/17	5/18	5/19	5/20	5/21	5/22	5/23	5/24	5/25	5/26	5/27	5/28	5/29	5/30	5/31	5/32	5/33	5/34	5/35	5/36	5/37	5/38	5/39	5/40	5/41	5/42	5/43	5/44	5/45	5/46	5/47	5/48	5/49	5/50	5/51	5/52	5/53	5/54	5/55	5/56	5/57	5/58	5/59	5/60	5/61	5/62	5/63	5/64	5/65	5/66	5/67	5/68	5/69	5/70	5/71	5/72	5/73	5/74	5/75	5/76	5/77	5/78	5/79	5/80	5/81	5/82	5/83	5/84	5/85	5/86	5/87	5/88	5/89	5/90	5/91	5/92	5/93	5/94	5/95	5/96	5/97	5/98	5/99	5/100	

EXHIBIT

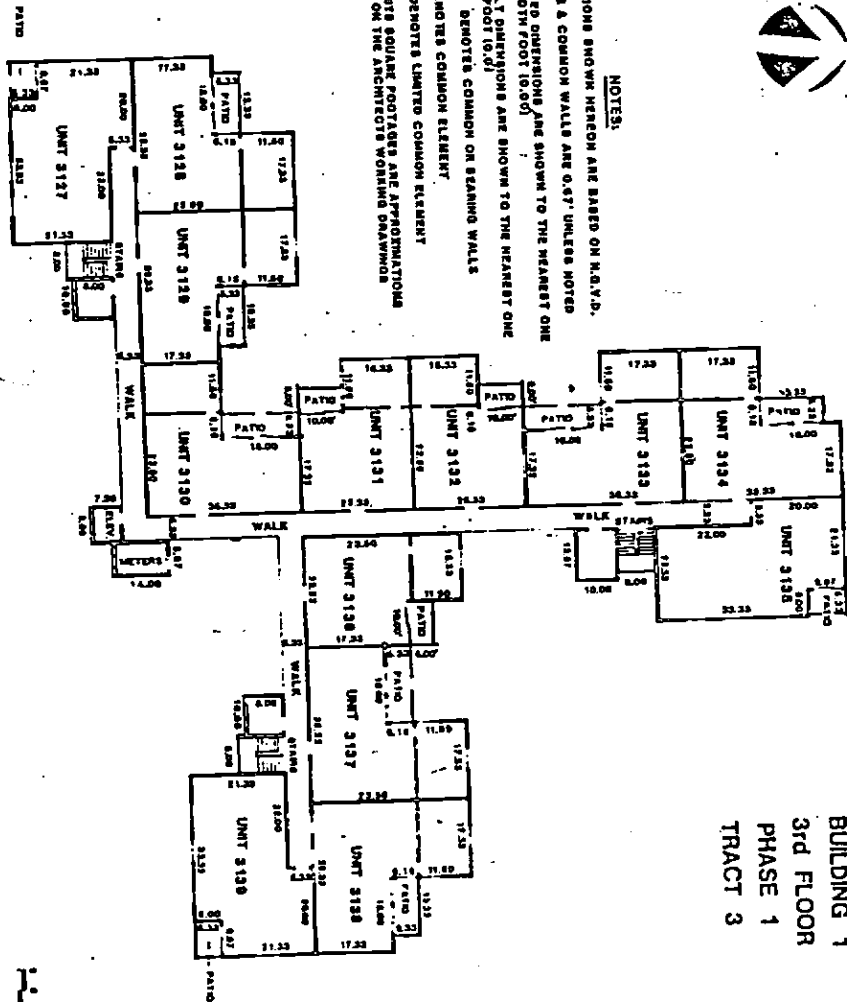
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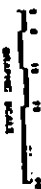
SHEET • OF 10



- NOTES:
1. ELEVATIONS SHOWN HEREON ARE BASED ON M.S.V.D.
 2. BEARING & COMMON WALLS ARE 0.47' UNLESS NOTED
 3. PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.001)
 4. AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.01)
 5. ZZZZ DENOTES COMMON OR BEARING WALLS
 6. J.C. DENOTES COMMON ELEMENT
 7. L.C.E. DENOTES LIMITED COMMON ELEMENT
 8. ALL UNITS SQUARE FOOTAGES ARE APPROXIMATIONS BASED ON THE ARCHITECT'S WORKING DRAWINGS



UNIT NO.	3127	3128	3129	3130	3131	3132	3133	3134	3135	3136	3137	3138
SQ. FT.	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100
APPROXIMATE SQUARE FT.	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100
UNIT NUMBER	3127	3128	3129	3130	3131	3132	3133	3134	3135	3136	3137	3138



EXHIBIT

NOV 8 1981



GEE & JENSON


SHEET 7 OF 18

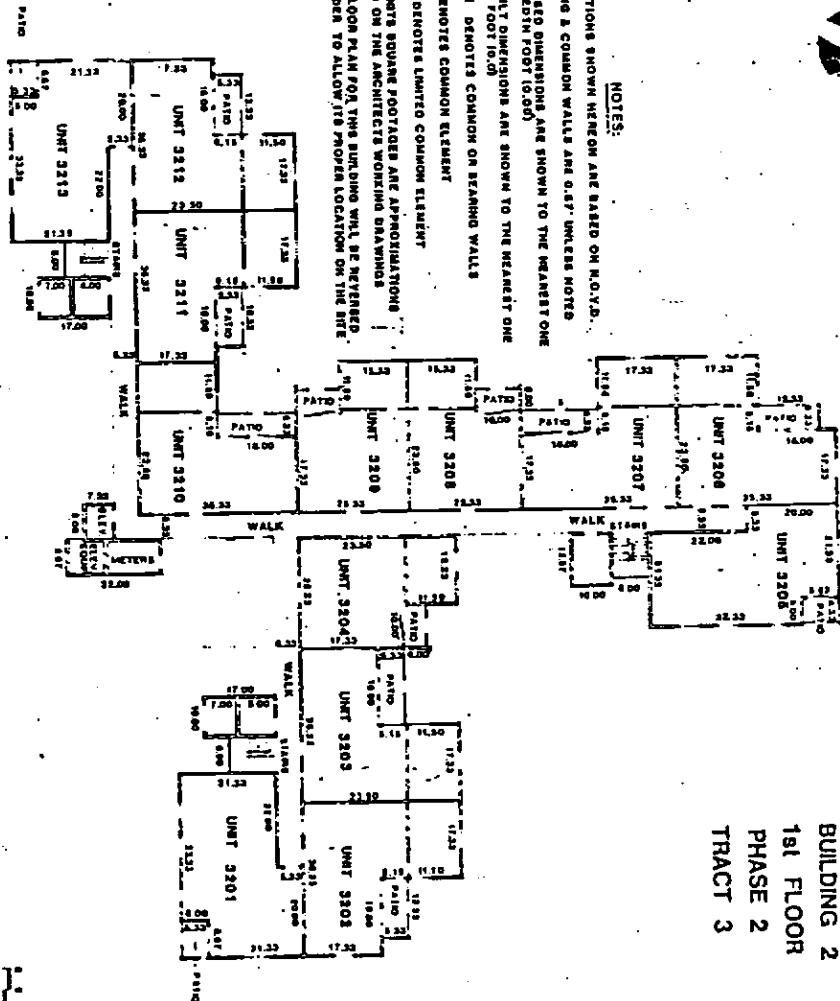
CROSS CREEK OF FT. MYERS CONDOMINIUMS I BUILDING 1 3rd FLOOR PHASE 1 TRACT 3



**CROSS CREEK
OF FT. MYERS**
CONDOMINIUMS

CONDOMINIUM
BUILDING 2
1st FLOOR
PHASE 2
TRACT 3

- 1.) ELEVATIONS SHOWN HEREON ARE BASED ON N.O.D.
- 2.) BEARING & COMMON WALLS ARE 0.5' UNLESS NOTED
- 3.) PROPOSED SHEDDING ARE SHOWN TO THE NEAREST ONE HUNDRETH FOOT (0.05)
- 4.) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.1)
- 5.)  DENOTES COMMON OR BEARING WALLS
- 6.) C.T. DENOTES COMMON ELEMENT
- 7.) L.C.T. DENOTES LIMITED COMMON ELEMENT
- 8.) ALL UNITS BEARING FOOTAGES ARE APPROXIMATIONS BASED ON THE ARCHITECTS WORKING DRAWINGS
- 9.) THE FLOOD PLAN ON THIS DRAWING WILL BE REVERSED IN ORDER TO ALLOW THE PROVEN LOCATION ON THE FIVE

[illegible]

SHEET 8 OF 18


EXHIBIT

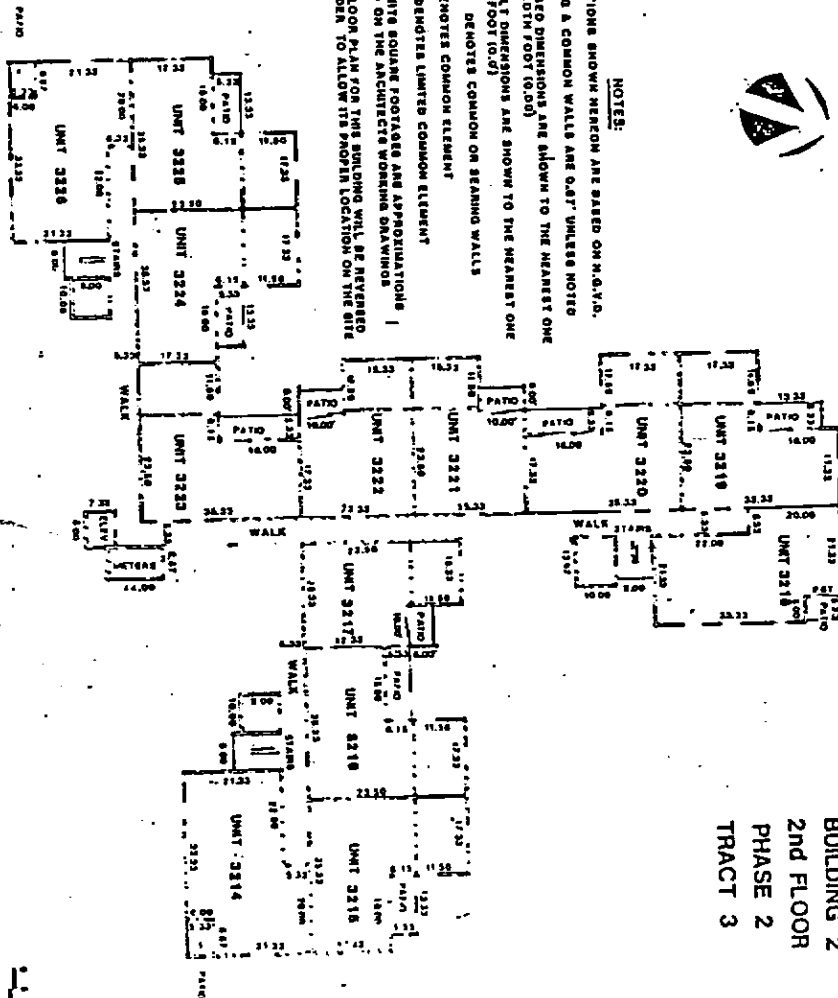
NOV 6 1944

REVISID PAGE

**CROSS CREEK
OF FT. MYERS
CONDOMINIUMS I
BUILDING 2
2nd FLOOR
PHASE 2
TRACT 3**



- 1.) ELEVATIONS SHOWN HEREON ARE BASED ON M.S.L.A.
- 2.) SINKING A COMMON WALLS ARE 0.5' UNLESS NOTED
- 3.) PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.00)
- 4.) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.0)
- 5.)  DENOTES COMMON OR SINKING WALLS
- 6.) C.E. DENOTES COMMON ELEMENT
- 7.) L.C.E. DENOTES LIMITED COMMON ELEMENT
- 8.) ALL WHITE SQUARE FOOTINGS ARE APPROXIMATIONS BASED ON THE ARCHITECT'S WORKING DRAWINGS
- 9.) THE FLOOR PLAN FOR THIS BUILDING MAY BE REVERSED IN ORDER TO ALLOW ITS PROPOSED LOCATION ON THE SITE

[illegible]

0 6 Q YB

FM APRIL 6-CALF

EXHIBIT

NOV 6 1964

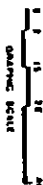
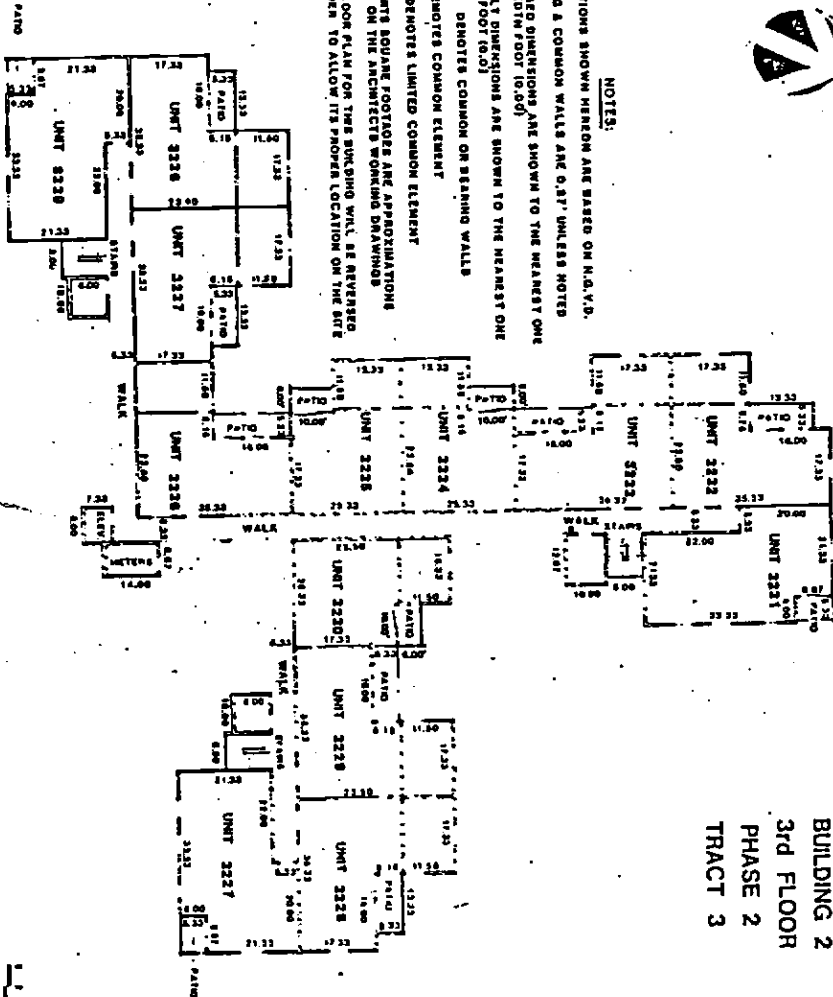


SHEET 9 OF 10



NOTES:

1. ELEVATIONS SHOWN HEREON ARE BASED ON N.A.S.D.
2. BEARING & COMMON WALLS ARE 0.37' UNLESS NOTED
3. PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH OF FOOT (0.00')
4. ALL UNIT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.1')
5. C.C. DENOTES COMMON OR BEARING WALLS
6. C.E. DENOTES COMMON ELEMENT
7. L.C.T. DENOTES LIMITED COMMON ELEMENT
8. ALL UNIT SQUARE FOOTAGE ARE APPROXIMATIONS BASED ON THE ARCHITECT'S WORKING DRAWINGS
9. THE FLOOR PLAN FOR THE BUILDING WILL BE REVERSED IN ORDER TO ALLOW ITS PROPER LOCATION ON THE SITE



UNIT NO.	2226	2227	2228	2229	2230	2231	2232	2233	2234
SQ. FT.	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100
APPROXIMATE									
COMMON ELEMENT									
UNIT SQUARE									
FOOT									



GEE & JENSON

SHEET 10 OF 18

EXHIBIT

NOV 6 1981

CROSS CREEK

OF FT. MYERS

CONDOMINIUMS I

BUILDING 2

3rd FLOOR

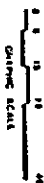
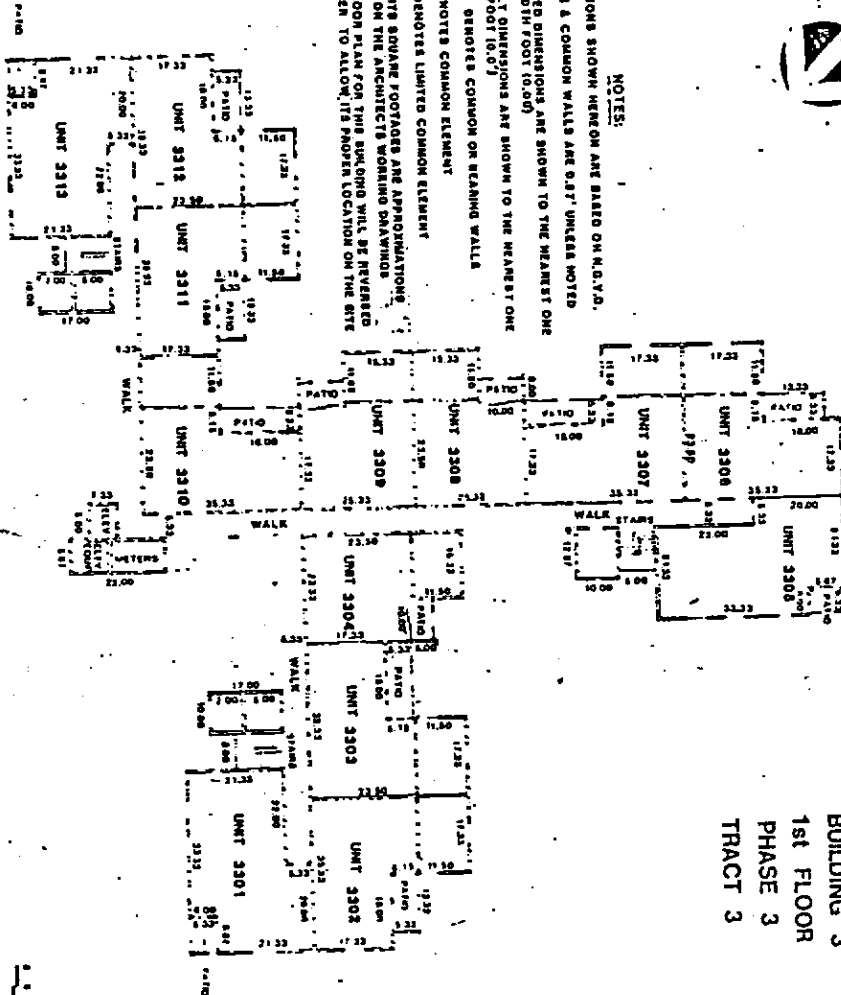
PHASE 2

TRACT 3



NOTES:

- 1.) ELEVATIONS SHOWN HEREON ARE BASED ON M.G.A.D.
- 2.) BEARING & COMMON WALLS ARE 0.37' UNLESS NOTED
- 3.) APPROX. DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.01')
- 4.) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.1')
- 5.) C.C. DENOTES COMMON OR BEARING WALLS
- 6.) C.C. DENOTES COMMON ELEMENT
- 7.) L.C.C. DENOTES LIMITED COMMON ELEMENT
- 8.) ALL UNIT SQUARE FOOTAGES ARE APPROXIMATIONS BASED ON THE ARCHITECT'S WORKING DRAWINGS
- 9.) THE FLOOR PLAN FOR THIS BUILDING WILL BE REVERSED IN ORDER TO ALLOW ITS PROPER LOCATION ON THE SITE



UNIT NO.	3301	3302	3303	3304	3305	3306	3307	3308	3309	3310	3311	3312	3313
APPROXIMATE SQUARE FEET	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100
APPROXIMATE SQUARE FEET	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100
APPROXIMATE SQUARE FEET	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100
APPROXIMATE SQUARE FEET	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100



GEE & JENSON

SHEET 11 OF 18

EXHIBIT

NOV 8 1984

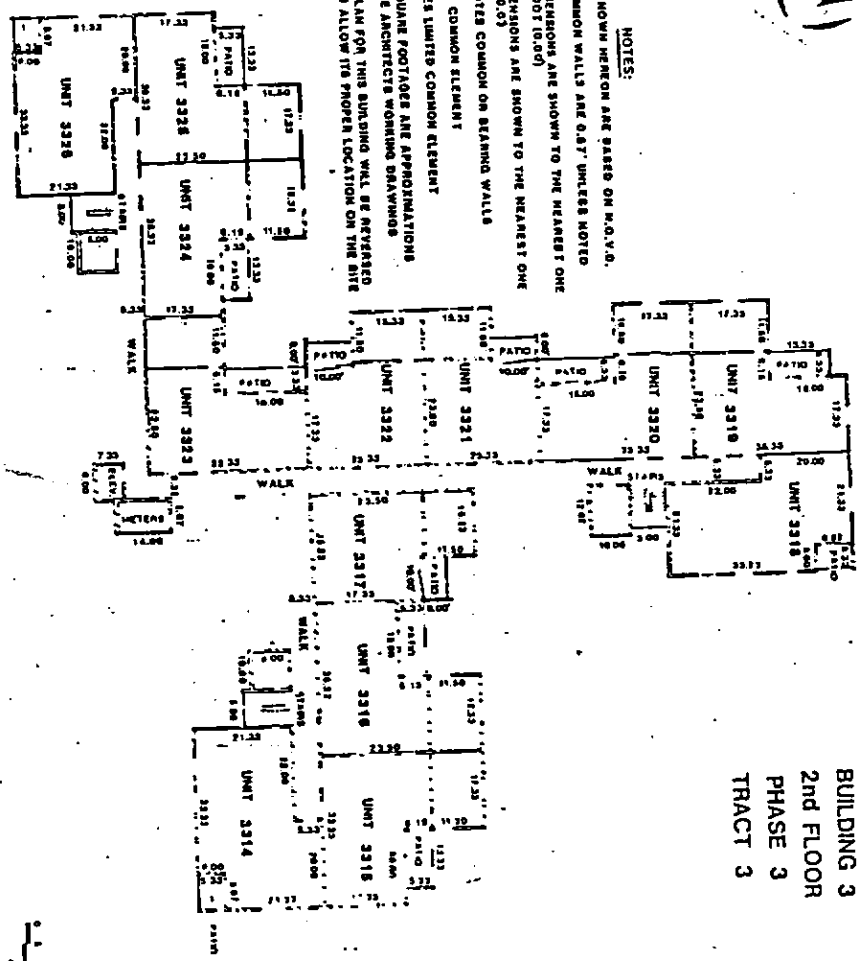
CROSS CREEK OF FT. MYERS CONDOMINIUMS I

1st FLOOR
PHASE 3
TRACT 3



NOTES:

- 1.) ELEVATIONS SHOWN HEREON ARE BASED ON M.S.V.D.
- 2.) BEARING & COMMON WALLS ARE 6.67' UNLESS NOTED
- 3.) PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.00')
- 4.) 12-UNIT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.03')
- 5.) C.C. DENOTES COMMON ON BEARING WALLS
- 6.) C.C. DENOTES COMMON ELEMENT
- 7.) L.C.E. DENOTES LIMITED COMMON ELEMENT
- 8.) ALL UNITS SQUARE FOOTAGE ARE APPROXIMATIONS BASED ON THE ARCHITECT'S WORKING DRAWINGS
- 9.) THE FLOOR PLAN FOR THIS BUILDING WILL BE REPEATED IN ORDER TO ALLOW ITS PROPER LOCATION ON THE SITE

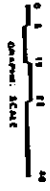


UNIT NO.	2316	2317	2318	2319	2320	2321	2322	2323	2324
SQ. FT.	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100
NO. OF BEDS	2	2	2	2	2	2	2	2	2
NO. OF BATHS	1	1	1	1	1	1	1	1	1
NO. OF KITCHENS	1	1	1	1	1	1	1	1	1
NO. OF LIVING AREAS	1	1	1	1	1	1	1	1	1
NO. OF DINING AREAS	1	1	1	1	1	1	1	1	1
NO. OF STAIRS	1	1	1	1	1	1	1	1	1
NO. OF COMMON AREAS	1	1	1	1	1	1	1	1	1
NO. OF STAIRS	1	1	1	1	1	1	1	1	1
NO. OF COMMON AREAS	1	1	1	1	1	1	1	1	1

CROSS CREEK

OF FT. MYERS

CONDOMINIUMS I
BUILDING 3
2nd FLOOR
PHASE 3
TRACT 3



EXHIBIT

MY 6 594



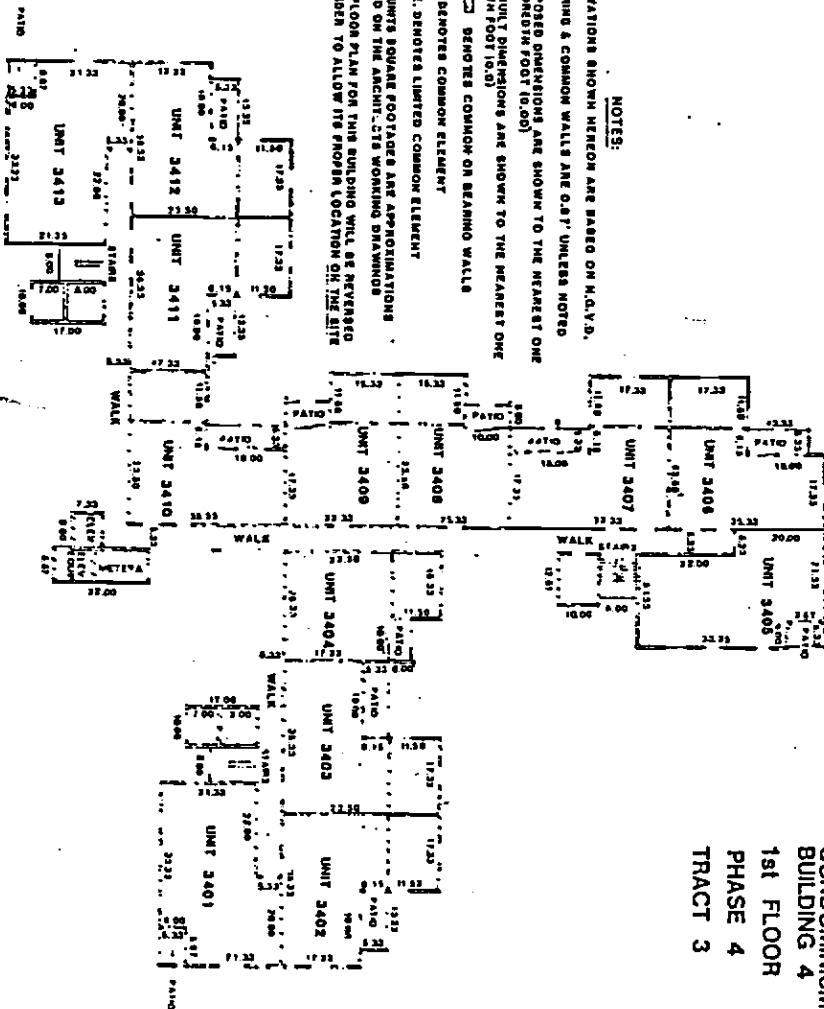
GEE & JENSON
ARCHITECTS
1000 1ST AVENUE, SUITE 100
FORT MYERS, FL 33901

SHEET 12 OF 18



NOTES:

- 1.) ELEVATIONS SHOWN HEREON ARE BASED ON M.A.S.D.
- 2.) BEARING & COMMON WALLS ARE 0.07' UNLESS NOTED
- 3.) PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.01')
- 4.) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.1')
- 5.) C.C. DENOTES COMMON ON BEARING WALLS
- 6.) C.C. DENOTES COMMON ELEMENT
- 7.) L.C. DENOTES LIMITED COMMON ELEMENT
- 8.) ALL UNITS SQUARE FOOTAGE ARE APPROXIMATIONS BASED ON THE ARCHITECT'S WORKING DRAWINGS
- 9.) THE FLOOR PLAN FOR THIS BUILDING WILL BE REVERSED IN ORDER TO ALLOW ITS PROPER LOCATION ON THE SITE



UNIT NO.	2413	2412	2411	2410	2409	2408	2407	2406	2405	2404	2403	2402	2401
Proposed Floor Area	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114
Proposed Floor Area	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114
Proposed Floor Area	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114	1,114

GRAPHIC SCALE
0 10 20

EXHIBIT NOV 6 1981

GEE & JENSON

REGISTERED PROFESSIONAL ARCHITECTS
1000 W. 10TH AVENUE, SUITE 100
DENVER, COLORADO 80202

CROSS CREEK OF FT. MYERS

CONDOMINIUMS I
BUILDING 4
1st FLOOR
PHASE 4
TRACT 3

REVISED PAGE
67

- CONDOMINIUM BUILDING 4
3rd FLOOR
PHASE 4
TRACT 3

Year	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1970	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100

NOV 9 1964

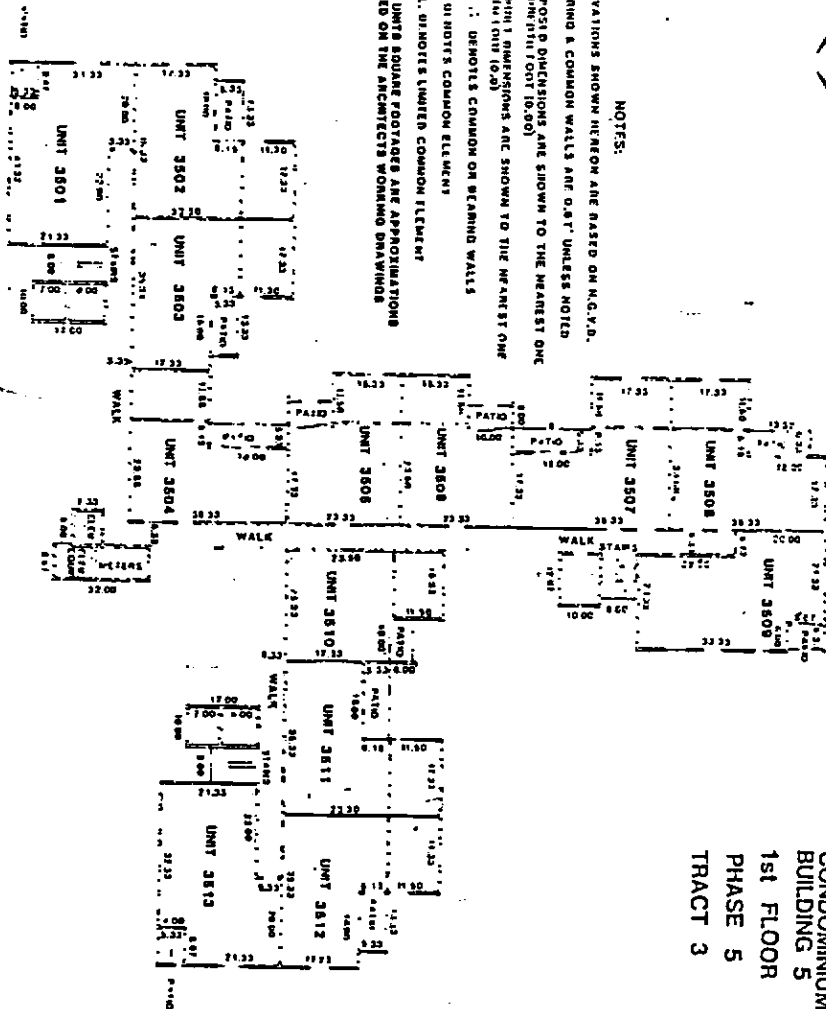


GEE & JENSON



NOTES:

1. ELEVATIONS SHOWN HEREON ARE BASED ON M.S.V.D.
2. BEARING & COMMON WALLS ARE 0.5" UNLESS NOTED
3. PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH (0.01)
4. AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH (0.01)
5. DEMOTES COMMON ON BEARING WALLS
6. C.L. UNITS COMMON ELEMENT
7. C.L. UNITS LIMITED COMMON ELEMENT
8. ALL UNIT SQUARE FOOTAGES ARE APPROXIMATIONS BASED ON THE ARCHITECT'S WORKING DRAWINGS



UNIT NO.	3501	3502	3503	3504	3505	3506	3507	3508	3509	3510	3511	3512	3513
SQ. FT.	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100
APPROX. SQ. FT.	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100
APPROX. SQ. FT.	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100

CROSS CREEK
OF FT. MYERS
CONDOMINIUMS I

BUILDING 5
1ST FLOOR
PHASE 5
TRACT 3

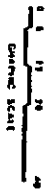


EXHIBIT MW6 B14

GEE & JENSON
ARCHITECTS
P.C.

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

The manner in which the apportionment of common expenses and common surplus and the ownership of common elements has been determined is by utilizing a fraction, the numerator of which is one (1) and the denominator of which is the number of all units submitted to condominium ownership. Therefore, each unit in Phase I will own a $1/39$ th interest in the common expenses, common surplus and common elements; when Phase II is completed, each unit will own a $1/78$ th interest in the common expenses, common surplus and common elements; when Phase III is completed, each unit will own a $1/117$ th interest in the common expenses, common surplus and common elements; when Phase IV is completed, each unit will own a $1/156$ th interest in the common expenses, common surplus and common elements; when Phase V is completed each unit will own a $1/195$ th interest in the common expenses, common surplus and common elements.

CROSS CREEK OF FORT MYERS CONDOMINIUM

RULES AND REGULATIONS

1. AUTHORITY.

A. All unit owners in addition to any other obligation, duty, right and limitation imposed upon them by the Declaration, the Articles of Incorporation and the By-Laws of the Association and the Condominium Act shall be subject to and agree to abide by the following restrictive covenants, which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees.

B. These Rules and Regulations will be reviewed periodically by the Board of Cross Creek of Fort Myers Condominium Association, Inc. and amended as necessary to better serve the membership.

2. ENFORCEMENT

A. Complaints should be reported, in writing, to the Board or to an officer of the Association.

B. Minor infractions will be called to the attention of the person or persons involved by an officer of the Association. Repeated infractions and violations of a more serious nature will be referred to the Board for action.

C. Disagreements concerning complaints will be presented to the Board for adjudicated and appropriate action, with enforcement by civil legal process, if necessary.

3. SINGLE-FAMILY RESIDENCE/CHILDREN

A. No unit shall be used for any purpose other than a single-family residence or dwelling.

B. There are no restrictions with regard to children in residency, except children will conduct themselves in accordance with the rules and regulations under parental or guardian supervision.

C. Any child under the age of sixteen (16) years must be accompanied by an adult while at the pool located in Recreation Area.

4. BICYCLES/MOTORCYCLES

A. Bicycles and other similar vehicles may be operated on the premises, but must be kept in assigned areas when not in use. Bicycles may not be kept on entry areas.

5. DESTRUCTION OF PROPERTY

A. Owners will be responsible for destruction, damage, or defacement of buildings, facilities, and equipment caused through their own act(s) and/or the acts of their lessees or guests.

B. Unit owners, their families, guests, invitees or lessees shall be liable to the Association for defacing, marring or otherwise causing damage to the common elements or limited common elements where the repair of said damage is the obligation of the Association.

6. SAFETY

A. No one shall permit any activity or keep anything in a condominium unit, storage area or the common elements which would be a fire or health hazard or in any way tend to increase insurance rates. This section has particular reference to barbecuing outdoors.

7. EXTERIOR APPEARANCE

To maintain a uniform and pleasing appearance of the exterior of the buildings, the following shall apply:

A. No owner, tenant, or other occupant of a condominium unit may paint or otherwise change the appearance of any exterior wall, door, window, balcony, or any exterior surface.

B. No occupant may place any sunscreen, blind, storm shutter or awning on any balcony or exterior opening without first securing written approval of the Board prior to installation. No occupant may erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the common elements.

C. Occupants are not to erect, construct or maintain any wire devices, antennas or other equipment or structures on the exterior of the buildings or on or in any of the common elements, except with the written consent of the Board.

D. No clothing, bedding or other similar items, shall be dried or aired in any outdoor area or within the unit or any limited common element if same can be seen from the common elements.

E. No draperies, shades, awnings, or the like shall be used except as shall have been installed or approved by the governing board and no signs of any kind shall be placed in or on windows, doors, terraces, facades, or other exterior surfaces of the buildings.

8. INTERIOR APPEARANCE

A. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owner's units, whether inside or outside owner's unit and shall promptly pay for all utilities which are separately metered to the unit. The courtyards, rear balconies and screened lanais shall be kept in a clean and sightly manner by the unit owners having the right of exclusive use thereof.

B. No occupant may make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements; or any of the foregoing without prior written consent of the Board.

9. SOLICITATION

A. There shall be no solicitation by any person anywhere in the buildings or the common elements for any cause whatsoever unless invited by the unit owner to be solicited, or specifically authorized by the Board.

10. NOISE

A. All occupants of units shall exercise extreme care about making noises, including automobile related noises, or the use of musical instruments, radios, televisions and amplifiers

that may tend to disturb other occupants. Designated "quiet" hours are 11:00 P.M. to 9:00 A.M. Notwithstanding the foregoing, Developer shall not be so restricted during construction of this condominium.

11. PETS

A. Unit owners shall be permitted to keep domestic animals only if such animals do not disturb or annoy other unit owners and weigh less than 25 pounds. Unit owners keeping domestic animals shall abide by municipal sanitary regulations and shall be responsible for any inconvenience or damage caused by such animals. All dogs and cats shall be kept on leashes when not confined to the owner's unit and will be walked only in areas designated from time to time by the Directors for such purposes.

B. If, in the sole judgment of the Board, it is determined that a pet is causing excessive disturbance and annoyance to other occupants, the owner will be asked to dispose of the pet.

C. Lessees or guests of owners will not be permitted to bring pets onto the premises.

D. Pets will not be allowed in the swimming pool or tennis court areas.

12. LEASING/RENTING

A. The sale, lease, or transfer of units is not restricted or controlled.

13. OCCUPANCY

A. No owner, lessee, or other occupant of a condominium unit shall use the unit for other than single family residence purposes, except for model apartments maintained by the Developer.

14. SWIMMING POOL

A. Owners, their families, lessees, and guests using the swimming pools do so at their own risk. The swimming pools are for the occasional use of guests and abuses are subject to action by the Board.

B. Persons using the swimming pools are requested to read and obey the posted rules for use of the swimming pools and deck areas.

C. Glass containers are prohibited in the swimming pool areas.

D. No pets of any kind are permitted in the swimming pools or pool areas. Owners will be held responsible for any damages or repairs necessary.

15. GARBAGE/REFUSE

A. All garbage and refuse from the units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board will direct. All disposals shall be used in accordance with instructions given to the owners by the Directors. Refuse, newspapers and bagged garbage shall be deposited only in areas provided for such purposes.

16. VISITORS

A. The unit owners, their guests and invitees agree to use the common elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the Directors for the use of thereof.

17. FACILITIES/GENERAL

A. The facilities of the condominium are for the exclusive use of members of the Association, lessees, their house guests, and guests accompanied by a member or lessee. No guest or relative of a member or lessee may use the facilities unless in actual residence or accompanied by a member or lessee.

B. These rules and regulations shall apply equally to owners, their families, guests and lessees.

18. PENALTIES AND FINES

Pursuant to Section 4 of the By-Laws, the Association shall have through its Board the right to assess fines and penalties for the violation of these Rules and Regulations.

19. FOOD AND BEVERAGES

A. Food and beverages may be consumed in the common elements at the personal discretion of the owners.

B. Owners are responsible for leaving the common elements used in a clean condition. Frequent violators may have this privilege revoked by the Board.

C. Outdoor cooking is restricted to areas designated for that purpose.

20. VEHICLE & PARKING

Recreational vehicles, boat trailers, campers and travel trailers may be parked, however, only in an area designated specifically for that purpose.

ARTICLES OF INCORPORATION
OF
CROSS CREEK OF FORT MYERS CONDOMINIUM ASSOCIATION, INC.
(A NONPROFIT FLORIDA CORPORATION)

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statute, and certify as follows:

ARTICLE I.

The name of this corporation is CROSS CREEK OF FORT MYERS CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the "Corporation").

ARTICLE II.

The purposes for which this Corporation is organized is to act as the governing association, pursuant to Chapter 718, Florida Statute, of CROSS CREEK OF FORT MYERS CONDOMINIUM, (hereinafter referred to as the "Condominium"), located in Lee County, Florida. Additionally, the Corporation may be the governing association of other condominiums developed within the CROSS CREEK OF FORT MYERS COMPLEX, of which the CROSS CREEK OF FORT MYERS CONDOMINIUM, is a part, if the Declaration of Condominium of such other condominium provides that the Corporation will operate such condominium. In the event the Corporation operates more than one (1) condominium, then all references in these Articles of Incorporation, or in the Bylaws of the Corporation, to the Condominium, a condominium unit or a unit owner, shall refer to all of such condominiums, operated by the Corporation, all of the declarations of such condominiums and all of the units and unit owners in such condominiums.

ARTICLE III.

The qualification of members of this Corporation shall be ownership of a condominium unit in the Condominium and admission shall be automatic upon securing title to said condominium unit.

ARTICLE IV.

This Corporation shall exist perpetually.

ARTICLE V.

The names and residences of the subscribers and initial directors to these Articles of Incorporation are as follows:

GUSTAVO HEVIA	1901 College Parkway, Suite A Fort Myers, Florida 33907
GARY HAINES	1901 College Parkway, Suite A Fort Myers, Florida 33907
SUSAN M. LATKOVICH	1901 College Parkway, Suite A Fort Myers, Florida 33907

ARTICLE VI.

The affairs of this Corporation are to be managed initially by a Board of three (3) Directors who will be elected each year at the annual meeting of the Corporation as provided for in the By-Laws. At such time as the Developer has relinquished control of the Corporation as provided by the Condominium Act, the Board may be composed of any odd number of Directors that they decide (as provided for in the By-Laws).

ARTICLE VII.

The names of the Officers who are to serve until the first election or appointment under the Articles of Incorporation are:

GUSTAVO HEVIA
GARY HAINES
SUSAN M. LATKOVICH

President
Vice President
Secretary/Treasurer

ARTICLE VIII.

The By-Laws of this Corporation are to be made, altered, amended or rescinded by a majority vote of the members and Directors of this Corporation.

ARTICLE IX.

Amendments to the Articles of Incorporation may be proposed and adopted at any regular or specially called meeting of the members of this Corporation or any annual meeting of this Corporation.

ARTICLE X.

Each unit in the Condominium shall have one (1) full vote, which vote shall be cast by a designated owner as provided for in the Declaration of Condominium.

ARTICLE XI.

This Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation.

ARTICLE XII.

This Corporation shall have all the powers permitted by law together with such additional specific powers as are contained in the Declaration and By-Laws.

ARTICLE XIII.

No part of the net earnings of this Corporation shall inure to the benefit of any member or individual, except through the acquisition, construction, management, maintenance, or care of this Corporation's property or through the rebate of the excess membership dues, fees, or assessments.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 10th day of April, 1984.

GUSTAVO HEVIA

GARY HAINES

SUSAN M. LATKOVICH

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned, a Notary Public authorized to take acknowledgments in the State and County aforesaid, personally appeared GUSTAVO HEVIA, GARY HAINES and SAM CRIMALDI, known to me to be the persons who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed those Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and seal this 10th day of April, 1984.

Wanda D. Gilbert
Notary Public

My Commission Expires:

Expiration Date: 12/31/85

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

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

FIRST -- THAT CROSS CREEK OF FORT MYERS CONDOMINIUM

(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA
WITH ITS PRINCIPAL PLACE OF BUSINESS AT THE CITY OF FORT MYERS
(CITY)

STATE OF FLORIDA, HAS NAMED GARY HAINES
(STATE) (NAME OF REGISTERED AGENT)

LOCATED-AT 1901 College Parkway
(STREET ADDRESS AND NUMBER OF BUILDING,
POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF FORT MYERS, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT
(CITY)

SERVICE OR PROCESS WITHIN FLORIDA.

SIGNATURE [Signature]
CORPORATE OFFICER

TITLE President

DATE 04/10/84

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

SIGNATURE [Signature]
REGISTERED AGENT

DATE 4-10-84

BY-LAWS OF

CROSS CREEK OF FORT MYERS CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY - These are By-laws of CROSS CREEK OF FORT MYERS CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation formed for the purpose of administering CROSS CREEK OF FORT MYERS CONDOMINIUM, which is located in Lee County, Florida, upon the lands described in the Declaration of Condominium, and which may administer various other condominiums developed within the CROSS CREEK OF FORT MYERS COMPLEX, as described in the Declaration of Condominium of CROSS CREEK OF FORT MYERS CONDOMINIUM. (The Corporation shall hereafter be referred to as the "Association".)

(.1) OFFICE - The office of the Association shall be at the Condominium.

(.2) FISCAL YEAR - The fiscal year of the Association shall be the calendar year.

(.3) SEAL - The seal of the Association shall bear the name of the Association, the word "Florida", and the year of establishment.

2. MEMBERS' MEETINGS

(.1) ANNUAL MEMBERS' MEETINGS shall be held at the Condominium or at such other convenient location as may be determined by the Board of Directors, at such hour and upon such date each year as may be determined by the Board, for the purpose of electing Directors and of transacting business authorized to be transacted by the members.

(.2) SPECIAL MEMBERS' MEETINGS shall be held whenever called by the President, Vice-President, or by a majority of the Board of Directors, and when called by written notice from ten (10%) percent of the entire membership. As to the meeting required when unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the meeting may be called and notice given by any unit owner if the Association fails to do so.

(.3) NOTICE OF MEMBERS' MEETINGS - Notice of the annual meeting shall be sent to each unit owner by United States mail at least fourteen (14) days prior to the annual meeting. A post office certificate of mailing shall be obtained and retained as proof of such mailing. Written notice of the meeting shall also be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual meeting.

The Board of Administration shall also mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered.

Notice of a special meeting to elect a Director or Directors from the unit owners other than the Developer is specified in By-Laws 3(.2)(d).

Notice of a special meeting called by the Board at the written request of ten percent (10%) of the owners because of a budget exceeding 115% of that of the preceding year requires not less than ten (10) days' written notice to each unit owner.

Notice of other special meetings not covered above shall be in writing and mailed to each member first class, postage pre-paid not less than ten (10) days prior to the meeting.

However, unit owners may waive notice of specific meetings and may take action by written agreement without meetings where it is in the best interest of the condominium to do so.

All notice of meetings shall state clearly and particularly the purpose or purposes of the meeting.

(.4) A QUORUM at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. Decisions made by owners of a majority of the units represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except an amendment to the condominium documents or such other decision as may by law or said documents require a larger percentage in which case the percentage required in the documents or law shall govern.

(.5) EACH UNIT shall have one indivisible vote, and the vote of the owners of a unit owned by more than one person (except husband and wife either of whom may cast the vote) or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. The certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such unit shall not be considered in determining the requirement for a quorum nor for any other purpose.

(.6) PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before or at the appointed time of the meetings. In no event shall a proxy be valid for more than ninety (90) days from the scheduled meeting date.

(.7) APPROVAL OR DISAPPROVAL of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

(.8) ADJOURNED MEETINGS - If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

(.9) THE ORDER OF BUSINESS AT ANNUAL MEMBERS' MEETINGS, and, as far as applicable at all other members' meetings, shall be:

- (a) Election of Chairman of the meeting, unless the President or Vice-President of the Association is present then he (or she) shall reside.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of Notice of meeting or waiver of notice.
- (d) Reading and disposing of any unapproved minutes.
- (e) Reports of Directors.
- (f) Reports of Committees.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

3. BOARD OF DIRECTORS

(.1) MEMBERSHIP - The affairs of the Association shall be managed initially by a Board of three (3) Directors selected by the Developer. Boards selected subsequent to the time members other than the Developer are entitled to elect a majority of the Directors shall be composed of any odd number of Directors that the Owners may decide. Other than Directors selected by the Developer, each Director shall be a person entitled to cast a vote in the meetings of the Association. The Developer shall be entitled to select at least one Director, as long as it holds at least five percent (5%) of the units that will ultimately be operated by the Association for sale in the ordinary course of business.

(.2) DESIGNATION OF DIRECTORS shall be in the following manner:

(a) Members of the Board of Directors except those selected by the Developer shall be elected by a majority of those present and voting at the annual meeting of the members of the Association or at a special meeting called for pursuant to Paragraph 3 (.2)(d) under Florida Statute 718.301.

(b) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors.

(c) Any Director except those selected by the Developer, may be removed with or without cause by concurrence of a majority of the members of the Association, either by written agreement or at a special meeting of the members called for that purpose either by a majority of the Board of Directors or by ten (10%) percent of the members. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(d) (i) When unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Directors of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers, or three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers, or when all of the units that will be operated ultimately by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by the Developer in the ordinary course of business; or when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer is entitled to elect at least one member of the Board of Directors as long as the developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the condominium operated by the Association.

(ii) Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call and give not less than thirty (30) nor more than forty (40) days' notice of a meeting of the unit owners for this purpose.

(iii) Prior to or not more than sixty (60) days after unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Developer, as specified in Florida Statute 718.301.

(.3) THE TERM OF EACH DIRECTOR'S SERVICE shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. Provided however, that in order to provide a continuity of experience, the members at the first annual meeting after the Developer has relinquished control of the Association may vote to give up to one-third of the Board members terms of one year, the second third of the Board members terms of two years and the remaining Board members terms of three years so that a system of staggered terms will be initiated.

(.4) THE ORGANIZATION MEETING of the newly elected Board of Directors shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present.

(.5) REGULAR MEETINGS OF THE BOARD OF DIRECTORS may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but not less than quarterly. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting.

(.6) SPECIAL MEETINGS OF THE DIRECTORS MAY BE called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than seven (7) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, except in an emergency.

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

(.8) MEETINGS OF THE BOARD OF DIRECTORS shall be open to all unit owners to attend and listen but not be heard or participate (unless a majority of the Directors consent thereto) and notice of meetings shall be posted conspicuously on the condominium property forty-eight (48) hours in advance for the attention of unit owners except in an emergency.

(.9) A QUORUM AT DIRECTORS' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

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

(.11) DIRECTORS SHALL SERVE WITHOUT PAY, but shall be entitled to reimbursement for expenses reasonably incurred.

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

(.1) TO MAKE AND COLLECT ASSESSMENTS AGAINST members to defray the costs of the condominium.

(.2) TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.

(.3) THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the condominium property.

(.4) THE RECONSTRUCTION OF IMPROVEMENTS AFTER CASUALTY and the further improvement of the property.

(.5) TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS in the manner provided by the Condominium Declaration.

(.6) TO ENFORCE by legal means the provisions of applicable laws, the condominium documents, the By-Laws of the Association, and the regulations for the use of the property in the condominium and to assess reasonable penalties and fines as against unit owners for violation of the By-Laws and the Rules and Regulations as promulgated by the Board of Directors.

(.7) TO CONTRACT FOR MANAGEMENT of the condominium.

(.8) TO PAY TAXES AND ASSESSMENTS which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the unit subject to such liens.

(.9) TO CARRY INSURANCE for the protection of the unit owners and the Association against casualty and liabilities.

(.10) TO PAY THE COST OF ALL POWER, WATER, SEWER and other utility services rendered to the condominium and not billed to owners of individual units.

(.11) TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seems appropriate for proper administration of the purposes of the Association.

(.12) TO BRING SUIT, EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers, and to own, convey and encumber real and personal property.

5. OFFICERS

(.1) THE EXECUTIVE OFFICERS of the Association shall be the President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected annually by and from the Board of Directors and who may be preemptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary.

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

(.3) THE VICE-PRESIDENT shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(.4) THE SECRETARY shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform

all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

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

(.6) THE COMPENSATION of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the condominium.

6. MINUTES OF ALL MEETINGS OF UNIT OWNERS and of the Board of Directors shall be kept in a businesslike manner and these plus records of all receipts and expenditures and all other records shall be available for inspection by unit owners and Board members at all reasonable times.

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

(.1) BUDGET -

(a) A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the condominium including insurance, management fees, if any, and which shall accrue a reserve for deferred replacement maintenance and depreciation, unless waived annually by a majority vote. It will contain a reasonable allowance for contingencies, and provide funds for all unpaid operating expense previously incurred.

(b) A copy of the proposed annual budget shall be mailed to the unit owners not less than thirty (30) days prior to a meeting of the owners at which the budget will be considered together with a notice of the meeting. Should a quorum fail to be present or represented at the meeting or fail to adopt the budget presented or a revised budget, then and in that event the Directors shall have the authority to adopt a budget.

(c) The first budget shall be made by the Association.

(.2) ASSESSMENTS - The shares of the unit owners of the common expenses shall be made payable quarterly in advance and shall become due on the first day of each quarter. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

(.3) EMERGENCY ASSESSMENTS - Assessments for the expenses of emergencies which cannot be paid from the contingency account shall be made only by the Board of Directors and the time of payment shall likewise be determined by them.

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

(.5) LIABILITY FOR ASSESSMENTS - A unit owner shall be liable for all assessments coming due while he is the owner of a unit, and such owner and his grantees after a voluntary conveyance, shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by a waiver of the use or enjoyment of any common elements, or by abandonment of the unit for which the assessments are made, per Florida Statute 718.116.

(.6) LIEN FOR ASSESSMENTS - The unpaid portion of an assessment which is due together with interest thereon and reasonable attorney's fees for collection, shall be secured by a lien upon:

(a) THE UNIT, and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirement of Florida Statute 718.116. Such lien shall be subordinate to any prior recorded mortgage on the unit.

(b) ALL TANGIBLE PERSONAL PROPERTY located in the unit except that such lien shall be subordinate to prior liens and security interests of record.

(c) COLLECTION -

(i) INTEREST - APPLICATION OF PAYMENTS - Assessments paid on or before fifteen (15) days after the date due shall not bear interest, but all sums not paid on or before fifteen (15) days shall bear interest at the prime rate plus two points per annum from the date due until paid plus a \$50.00 late charge. All payments upon account shall be first applied to interest and the late charge then to the assessment payment first due. All interest and late charge collected shall be credited to the common expense account.

(ii) SUIT - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon at the prime rate plus two points per annum and late charges, and all costs incident to the collection and the proceedings, including reasonable attorney's fees. Per Florida Statute 718.116(5)(b) the Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien 30 days before commencing foreclosure.

(.7) ACCOUNTS - All sums collected from assessments may be commingled in a single fund, but they shall be held in trust for the unit owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. These accounts shall be as follows:

(a) COMMON EXPENSE ACCOUNT - to which shall be credited collections of assessments for all common expenses.

(b) ALTERATION AND IMPROVEMENT ACCOUNT - to which shall be credited all sums collected for alteration and improvement assessments, if any.

(c) CONTINGENCY ACCOUNT - to which shall be credited all sums collected for contingencies and emergencies.

(.8) THE DEPOSITORY of the Association shall be such bank or banks in Florida as shall be designated from time to time by the Directors and in which the monies from such accounts shall be withdrawn only by checks signed by such persons as are authorized by the Directors. Reserve accounts, however, may be placed in money market certificates or daily cash reserve accounts with stock brokers to earn higher interest.

(.9) A FINANCIAL REPORT of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each member within 30 days after its completion and delivery to the Directors, or at the annual meeting.

(.10) FIDELITY BONDS shall be required by the Board of Directors from all officers and directors of the Association who control or disburse Association funds. The amount of such bonds shall be determined by the Directors. The premiums of such bonds shall be paid by the Association.

8. PARLIAMENTARY RULES - Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the By-Laws of the Association or with the Laws of the State of Florida.

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

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

(.2) A RESOLUTION adopting a proposed amendment must receive approval of a majority of the votes of the entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing.

(.3) INITIATION - An amendment may be proposed by either a majority of the Board of Directors or by ten percent (10%) of the membership of the Association.

(.4) EFFECTIVE DATE - An amendment when adopted shall become effective only after being recorded according to law.

(.5) THESE BY-LAWS shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, or the Condominium Act.

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

10. WEIGHT OF VOTES cast by members of the Association shall be one vote for each unit.

11. IN THE EVENT THE DIRECTORS DEEM IT NECESSARY TO do so, they and the owners may act by written agreement without meetings, which written agreement may be executed in counterparts.

CROSS CREEK OF FORT MYERS CONDOMINIUM ASSOCIATION, INC.
TRACT 3 - PHASE 1
ESTIMATED SHCEDULE OF EXPENSES
39 UNITS

ANNUAL OPERATING BUDGET	ANNUAL	MONTHLY.	ANNUAL PER UNIT	MONTHLY PER UNIT
EXPENSES OF ASSOCIATION:				
A. Legal Fees	84.24	7.02	2.16	.18
B. Office Expense	117.00	9.75	3.00	.25
C. Management and Accounting	3978.00	331.50	102.00	8.50
D. Maintenance Building	4212.00	351.00	108.00	9.00
E. Maintenance Recreation Facility	1638.00	136.50	42.00	3.50
F. Taxes on property of Association assessed individually	-0-	-0-	-0-	-0-
G. Insurance	3978.00	331.50	102.00	8.50
H. Security	-0-	-0-	-0-	-0-
I. OTHER EXPENSES				
1. Water	2457.00	204.75	63.00	5.25
2. Trash	2082.60	173.55	53.40	4.45
3. Electrical	2808.00	234.00	72.00	6.00
4. Ground Care	10,296.00	858.00	264.00	22.00
5. Outside Telephone	84.24	7.02	2.16	.18
J. Operating Capital	393.12	32.76	10.08	.84
*K. RESERVE FOR DEFERRED MAINTENANCE				
1. Painting	1638.00	136.50	42.00	3.50
2. Paving	1357.20	113.10	34.80	2.90
3. Roofs	1380.60	115.05	35.40	2.95
SUB-TOTALS	\$36,504.00	\$3042.00	\$936.00	\$78.00
MASTER ASSOCIATION (See Exh "5" to Master Declaration)			132.00	47.00
TOTAL	<u>\$36,504.00</u>	<u>\$3042.00</u>	<u>\$1068.00</u>	<u>\$125.00</u>
	<u>Per Year</u>	<u>Per Quarter</u>	<u>Per Month</u>	
Residential Unit (without Reserves)	\$1386.00	\$ 346.65	\$ 115.00	
Residential Unit (with Reserves)	\$1500.00	\$ 375.00	\$ 125.00	

THE ABOVE SCHEDULE OF EXPENSES DOES NOT INCLUDE AD-VALOREM TAXES WHICH WILL BE ASSESSED TO AND PAYABLE BY THE RESPECTIVE OWNERS. DEVELOPERS MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM DURING THE PERIOD FOR WHICH THIS BUDGET HAS BEEN RENDERED.

*THE DEVELOPER HAS ELECTED TO WAIVE RESERVE FUNDING FOR THIS BUDGET PERIOD.

Exhibit F

CROSS CREEK OF FORT MYERS CONDOMINIUM ASSOCIATION, INC.
TRACT 3 - PHASE 2
ESTIMATED SCHEDULE OF EXPENSES
78 UNITS

ANNUAL OPERATING BUDGET	ANNUAL	MONTHLY	ANNUAL PER UNIT	MONTHLY PER UNIT
EXPENSES OF ASSOCIATION:				
A. Legal Fees	168.48	14.04	2.16	.18
B. Office Expense	234.00	19.50	3.00	.25
C. Management and Accounting	7956.00	663.00	102.00	8.50
D. Maintenance Building	8424.00	702.00	108.00	9.00
E. Maintenance Recreation Facility	3276.00	273.00	42.00	3.50
F. Taxes on property of Association assessed individually	-0-	-0-	-0-	-0-
G. Insurance	7956.00	663.00	102.00	8.50
H. Security	-0-	-0-	-0-	-0-
I. OTHER EXPENSES				
1. Water	4914.00	409.50	63.00	5.25
2. Trash	4165.20	347.10	53.40	4.45
3. Electrical	5616.00	468.00	72.00	6.00
4. Ground Care	20,592.00	1716.00	264.00	22.00
5. Outside Telephone	168.48	14.04	2.16	.18
J. Operating Capital	786.24	65.52	10.08	.84
*K. RESERVE FOR DEFERRED MAINTENANCE				
1. Painting	3276.00	273.00	42.00	3.50
2. Paving	2714.40	226.20	34.80	2.90
3. Roofs	2761.20	230.10	35.40	2.95
SUB-TOTALS	\$73,008.00	\$6084.00	\$936.00	\$78.00
MASTER ASSOCIATION (See Exh "5" to Master Declaration)			132.00	47.00
TOTAL	<u>\$73,008.00</u>	<u>\$6084.00</u>	<u>\$1068.00</u>	<u>\$125.00</u>
	<u>Per Year</u>	<u>Per Quarter</u>	<u>Per Month</u>	
Residential Unit (without Reserves)	\$1386.00	\$ 346.65	\$ 115.00	
Residential Unit (with Reserves)	\$1500.00	\$ 375.00	\$ 125.00	

THE ABOVE SCHEDULE OF EXPENSES DOES NOT INCLUDE AD-VALOREM TAXES WHICH WILL BE ASSESSED TO AND PAYABLE BY THE RESPECTIVE OWNERS. DEVELOPERS MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM DURING THE PERIOD FOR WHICH THIS BUDGET HAS BEEN RENDERED.

*THE DEVELOPER HAS ELECTED TO WAIVE RESERVE FUNDING FOR THIS BUDGET PERIOD.

CROSS CREEK OF FORT MYERS CONDOMINIUM ASSOCIATION, INC.
TRACT 3 - PHASE 3
ESTIMATED SHCHEDULE OF EXPENSES
117 UNITS

ANNUAL OPERATING BUDGET	ANNUAL	MONTHLY	ANNUAL PER UNIT	MONTHLY UNIT
EXPENSES OF ASSOCIATION:				
A. Legal Fees	252.72	21.06	2.16	.18
B. Office Expense	351.00	29.25	3.00	.25
C. Management and Accounting	11,934.00	994.50	102.00	8.50
D. Maintenance Building	12,636.00	1053.00	108.00	9.00
E. Maintenance Recreation Facility	4914.00	409.50	42.00	3.50
F. Taxes on property of Association assessed individually	-0-	-0-	-0-	-0-
G. Insurance	11,934.00	994.50	102.00	8.50
H. Security	-0-	-0-	-0-	-0-
I. OTHER EXPENSES				
1. Water	7371.00	614.25	63.00	5.25
2. Trash	6247.80	520.65	53.40	4.45
3. Electrical	8424.00	702.00	72.00	6.00
4. Ground Care	30,888.00	2574.00	264.00	22.00
5. Outside Telephone	252.72	21.06	2.16	.18
J. Operating Capital	1179.36	98.28	10.08	.84
*K. RESERVE FOR DEFERRED MAINTENANCE				
1. Painting	4914.00	409.50	42.00	3.50
2. Paving	4071.60	339.30	34.80	2.90
3. Roofs	4141.80	345.15	35.40	2.95
SUB-TOTALS	\$109,512.00	\$9126.00	\$936.00	\$78.00
MASTER ASSOCIATION (See Exh "5" to Master Declaration)			132.00	47.00
TOTAL	<u>\$109,512.00</u>	<u>\$9126.00</u>	<u>\$1068.00</u>	<u>\$125.00</u>
	<u>Per Year</u>	<u>Per Quarter</u>	<u>Per Month</u>	
Residential Unit (without Reserves)	\$1386.00	\$ 346.65	\$ 115.00	
Residential Unit (with Reserves)	\$1500.00	\$ 375.00	\$ 125.00	

THE ABOVE SCHEDULE OF EXPENSES DOES NOT INCLUDE AD-VALOREM TAXES WHICH WILL BE ASSESSED TO AND PAYABLE BY THE RESPECTIVE OWNERS. DEVELOPERS MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM DURING THE PERIOD FOR WHICH THIS BUDGET HAS BEEN RENDERED.

*THE DEVELOPER HAS ELECTED TO WAIVE RESERVE FUNDING FOR THIS BUDGET PERIOD.

CROSS CREEK OF FORT MYERS CONDOMINIUM ASSOCIATION, INC.
TRACT 3 - PHASE 4
ESTIMATED SHCHEDULE OF EXPENSES
156 UNITS

ANNUAL OPERATING BUDGET	ANNUAL	MONTHLY	ANNUAL PER UNIT	MONTHLY PER UNIT
EXPENSES OF ASSOCIATION:				
A. Legal Fees	336.96	28.08	2.16	.18
B. Office Expense	468.00	39.00	3.00	.25
C. Management and Accounting	15,912.00	1326.00	102.00	8.50
D. Maintenance Building	16,848.00	1404.00	108.00	9.00
E. Maintenance Recreation Facility	6552.00	546.00	42.00	3.50
F. Taxes on property of Association assessed individually	-0-	-0-	-0-	-0-
G. Insurance	15,912.00	1326.00	102.00	8.50
H. Security	-0-	-0-	-0-	-0-
I. OTHER EXPENSES				
1. Water	9828.00	819.00	63.00	5.25
2. Trash	8330.40	694.20	53.40	4.45
3. Electrical	11,232.00	936.00	72.00	6.00
4. Ground Care	41,184.00	3432.00	264.00	22.00
5. Outside Telephone	336.96	28.08	2.16	.18
J. Operating Capital	1572.48	131.04	10.08	.84
*K. RESERVE FOR DEFERRED MAINTENANCE				
1. Painting	6552.00	546.00	42.00	3.50
2. Paving	5428.80	452.40	34.80	2.90
3. Roofs	5522.40	460.20	35.40	2.95
SUB-TOTALS	\$146,016.00	\$12,168.00	\$936.00	\$78.00
MASTER ASSOCIATION (See Exh "5" to Master Declaration)			132.00	47.00
TOTAL	<u>\$146,016.00</u>	<u>\$12,168.00</u>	<u>\$1068.00</u>	<u>\$125.00</u>
	<u>Per Year</u>	<u>Per Quarter</u>	<u>Per Month</u>	
Residential Unit (without Reserves)	\$1386.00	\$ 346.65	\$ 115.00	
Residential Unit (with Reserves)	\$1500.00	\$ 375.00	\$ 125.00	

THE ABOVE SCHEDULE OF EXPENSES DOES NOT INCLUDE AD-VALOREM TAXES WHICH WILL BE ASSESSED TO AND PAYABLE BY THE RESPECTIVE OWNERS. DEVELOPERS MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM DURING THE PERIOD FOR WHICH THIS BUDGET HAS BEEN RENDERED.

*THE DEVELOPER HAS ELECTED TO WAIVE RESERVE FUNDING FOR THIS BUDGET PERIOD.

CROSS CREEK OF FORT MYERS CONDOMINIUM ASSOCIATION, INC.
TRACT 3 - PHASE 5
ESTIMATED SCHEDULE OF EXPENSES
195 UNITS

ANNUAL OPERATING BUDGET	ANNUAL	MONTHLY	ANNUAL PER UNIT	MONTHLY PER UNIT
EXPENSES OF ASSOCIATION:				
A. Legal Fees	421.20	35.10	2.16	.18
B. Office Expense	585.00	48.75	3.00	.25
C. Management and Accounting	19,890.00	1657.50	102.00	8.50
D. Maintenance Building	21,060.00	1755.00	108.00	9.00
E. Maintenance Recreation Facility	8190.00	682.50	42.00	3.50
F. Taxes on property of Association assessed individually	-0-	-0-	-0-	-0-
G. Insurance	19,890.00	1657.50	102.00	8.50
H. Security	-0-	-0-	-0-	-0-
I. OTHER EXPENSES				
1. Water	12,285.00	1023.75	63.00	5.25
2. Trash	10,413.00	867.75	53.40	4.45
3. Electrical	14,040.00	1170.00	72.00	6.00
4. Ground Care	51,480.00	4290.00	264.00	22.00
5. Outside Telephone	421.20	35.10	2.16	.18
J. Operating Capital	1965.60	163.80	10.08	.84
*K. RESERVE FOR DEFERRED MAINTENANCE				
1. Painting	8190.00	682.50	42.00	3.50
2. Paving	6786.00	565.50	34.80	2.90
3. Roofs	6903.00	575.25	35.40	2.95
SUB-TOTALS	\$182,520.00	\$15,210.00	\$936.00	\$78.00
MASTER ASSOCIATION (See Exh "5" to Master Declaration)			132.00	47.00
TOTAL	<u>\$182,520.00</u>	<u>\$15,210.00</u>	<u>\$1068.00</u>	<u>\$125.00</u>
	<u>Per Year</u>	<u>Per Quarter</u>	<u>Per Month</u>	
Residential Unit (without Reserves)	\$1386.00	\$ 346.65	\$ 115.00	
Residential Unit (with Reserves)	\$1500.00	\$ 375.00	\$ 125.00	

THE ABOVE SCHEDULE OF EXPENSES DOES NOT INCLUDE AD-VALOREM TAXES WHICH WILL BE ASSESSED TO AND PAYABLE BY THE RESPECTIVE OWNERS. DEVELOPERS MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM DURING THE PERIOD FOR WHICH THIS BUDGET HAS BEEN RENDERED.

*THE DEVELOPER HAS ELECTED TO WAIVE RESERVE FUNDING FOR THIS BUDGET PERIOD.

BUDGET NOTES

Developer guarantees that the assessments for common expenses will not increase above the dollar figures in the year following recordation of these documents as stated in the Estimated Operating Budget (\$125.00 per month per unit). Developer further guarantees that the assessment for common expenses for the year following guaranteed year will not increase to more than \$143.75 per month per unit and that the recordation will not increase to more than \$165.31 per month per unit. The Developer will fund any short-fall produced by the collection of assessments at the guaranteed levels for the years as stated above. In exchange for this guarantee, Developer will not pay assessments on unsold units. This composite guarantee begins on date of recordation and ends two (2) years from the date of the first year following recordation.

1953589

FOURTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
CROSS CREEK OF FORT MYERS CONDOMINIUM

THIS FOURTH AMENDMENT to the Declaration of Condominium of CROSS CREEK OF FORT MYERS CONDOMINIUM, the "Declaration", is made this 11th day of June, 1985, by U. S. HOME CORPORATION, a Delaware Corporation authorized to do business in the State of Florida, the "Developer" of CROSS CREEK OF FORT MYERS CONDOMINIUM, the "Condominium".

W I T N E S S E T H:

WHEREAS, the Developer has recorded the Declaration in Official Records Book 1761 at Page 518 through 586, inclusive of the Public Records of Lee County, Florida; and

WHEREAS, the Declaration applies to that certain real property described in Exhibit "A" to the Declaration; and

WHEREAS, due to an error by the Surveyor in the graphics, more specifically Sheets 1 of 19, 2 of 19 and 3 of 19 as recorded in the Public Records of Lee County at Official Records Book 1761, Pages 543, 544, 545, revised graphics must be submitted.

NOW, THEREFORE, the Developer makes the following amendment to the Declaration:

SECTION 1.

Exhibit "A" LEGALS, GRAPHICS AND FLOOR PLANS, (Pages 51, 52, and 53) Sheets 1 of 19, 2 of 19 and 3 of 19, more specifically as recorded in Official Records Book 1761, Pages 543, 544, and 545 are hereby deleted due to an error by Surveyor and are replaced with Re-revised Pages 51, 52 and 53, (Sheets 1 of 19, 2 of 19 and 3 of 19) and are hereby made a part of and subject to the Declaration of Condominium.

IN ALL OTHER RESPECTS, the original Declaration, as amended, is hereby ratified and confirmed.

IN WITNESS WHEREOF, this Fourth Amendment to the Declaration of Condominium of CROSS CREEK OF FORT MYERS CONDOMINIUM has been executed by the Developer the day and year first above written.

Witnesses:

U. S. HOME CORPORATION
LEE/COLLIER DIVISION

BY:

Title:

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this 11th day of June, 1985, before me personally appeared James M. Harrison as Vice President of U. S. HOME CORPORATION, LEE-COLLIER DIVISION, a Delaware corporation authorized to do business in the State of Florida, to me known to be the person described in and who executed the foregoing instrument, he duly acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned; he affixed thereto the official seal of said corporation; and he acknowledged that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Fort Myers, in the County of Lee and State of Florida, the day and year last aforesaid.

My commission expires:

Notary Public, State of Florida at Large

My Commission Expires: May 12, 1988

Notary Public

THIS INSTRUMENT PREPARED BY:
HARVEY B. GOLDBERG, ESQUIRE
GOLDBERG, MURKINSTEIN & SUCKER, P.A.

P. O. BOX 2366 FORT MYERS FLORIDA 33902-2366

RECORD VIEWED - CHARLIE GREEN, CLERK
BY: H. HANCOCK, D.C.

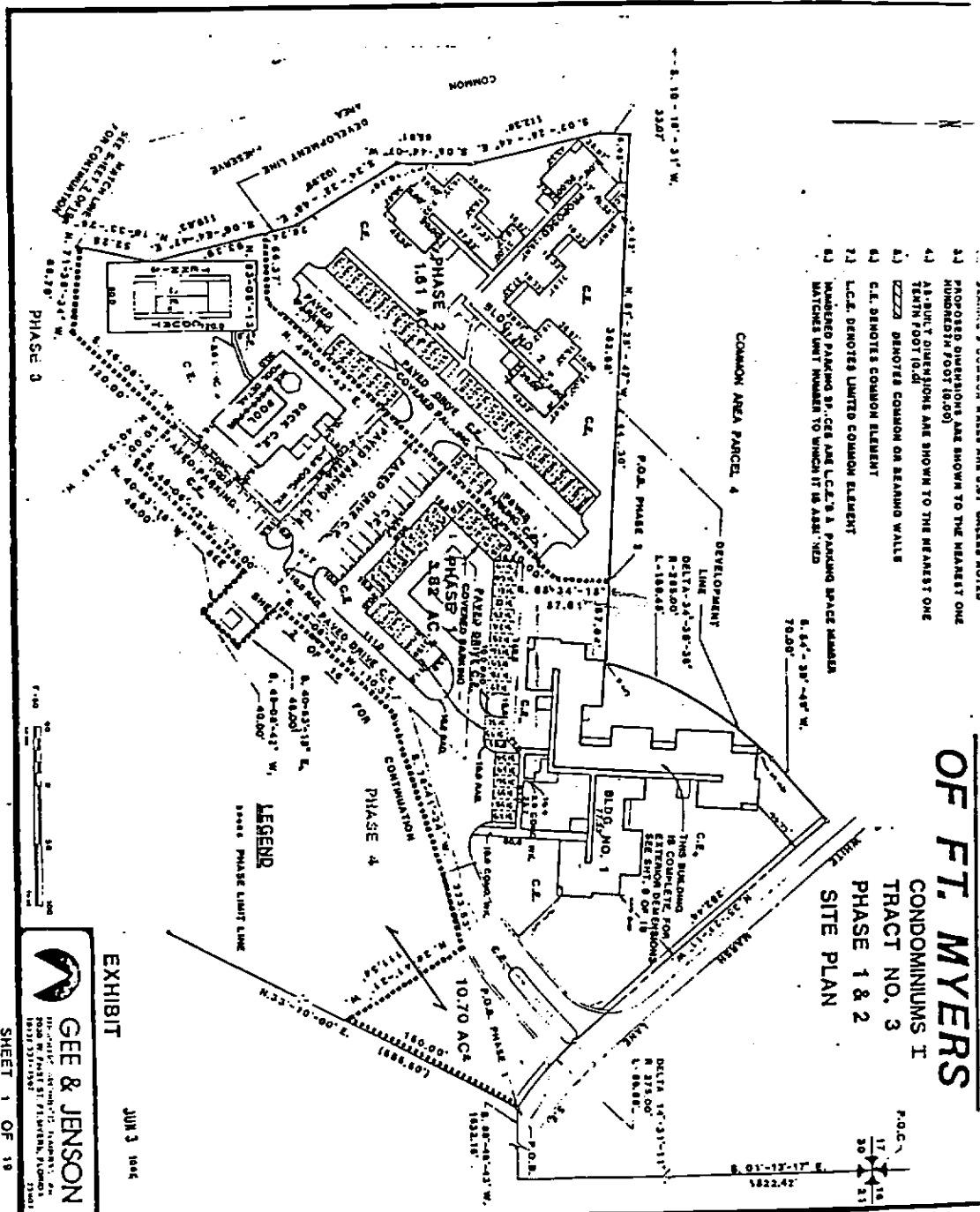
OFF 1788 PG 2358
REC 1788 PG 2358

CONDOMINIUMS I

TRACT NO. 3

PHASE 1 & 2

SITE PLAN



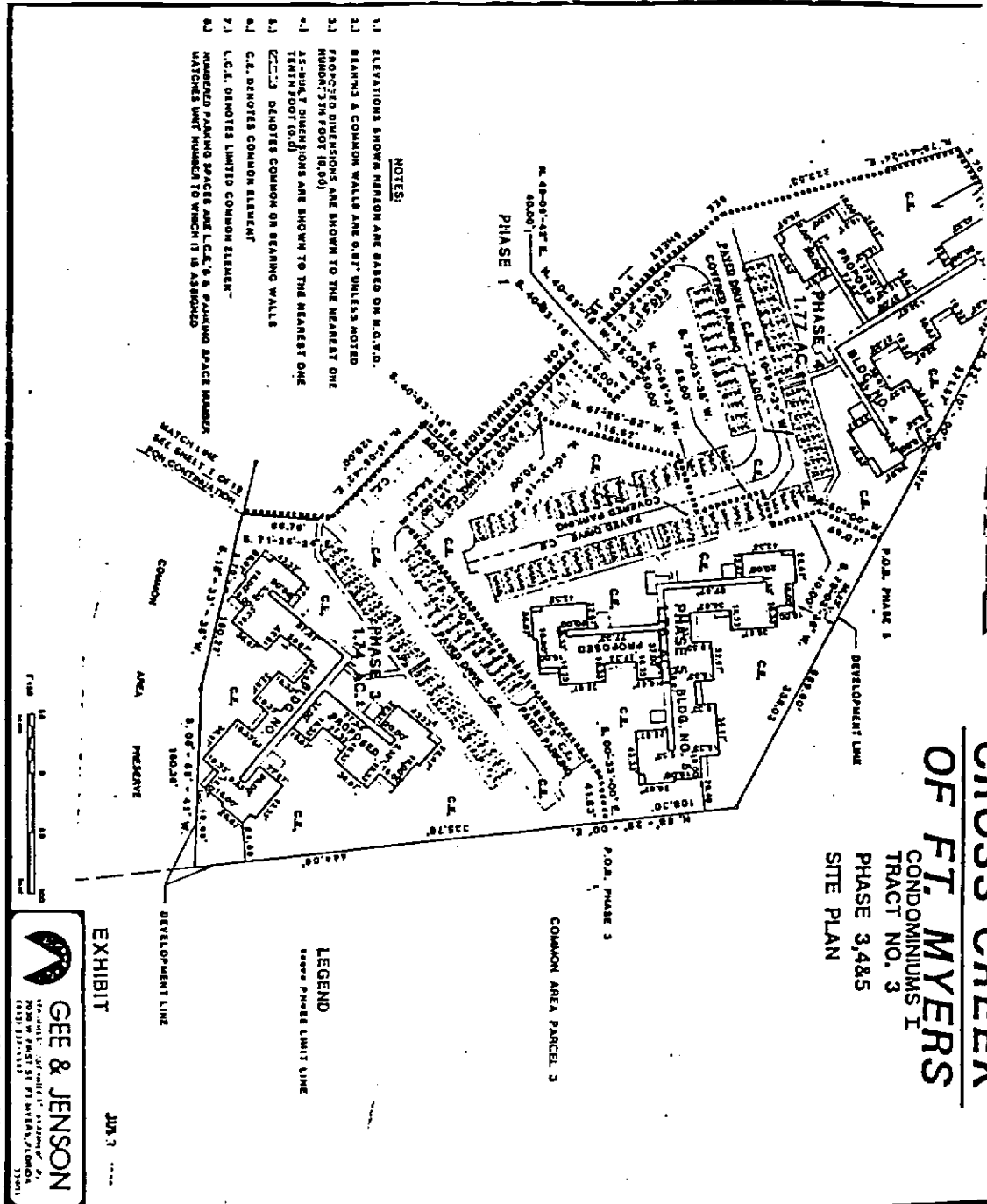
EXHIBIT

JUN 3 1965

GEE & JENSON

SHEET 1 OF 18

OF FT. MYERS CONDOMINIUMS I TRACT NO. 3 PHASE 3,485 SITE PLAN



- NOTES:
1. ELEVATIONS SHOWN HEREON ARE BASED ON M.S.L.
 2. BEAMS & COMMON WALLS ARE 0.87' UNLESS NOTED
 3. PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH (0.01) FOOT (1/100)
 4. AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH (0.1) FOOT
 5. C.C. DENOTES COMMON ON BEARING WALLS
 6. C.C. DENOTES COMMON ELEMENT
 7. L.C.A. DENOTES LIMITED COMMON ELEMENT
 8. NUMBERED PARKING SPACES AND L.C.A.'S PARKING SPACE NUMBER MATCHES UNIT NUMBER TO WHICH IT IS ASSIGNED

GEE & JENSON
1000 1ST STREET, N. FORT MYERS, FL 33902
(813) 337-1111

EXHIBIT

JOB 3

SHEET 2 OF 10

JUN 11 2 57 PM '85

CLARK & GUTH
CURS OF CEMENT
Charles Guth

LEGAL DESCRIPTIONS

CONDOMINIUM PLAT BOOK	PAGE
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**CROSS CREEK
OF FT. MYERS**

CONDOMINIUM:
TRACT NO. 3

— 4 —

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o present no real threat to health of individuals, because of their low toxicity. However, these people of low toxicity are potentially dangerous to themselves.

[illegible]

Continued on p. 11

EXHIBIT

JUN 3 1985



GEE & JENSON
INCORPORATED, ALL IMPORT, STAMPAAR, INC.
3030 W. 20TH ST., P.O. BOX 10, PLAINFIELD, NJ 07054
TEL: 201-791-1902 FAX: 201-791-1902

THIRD AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
CROSS CREEK OF FORT MYERS CONDOMINIUM

THIS THIRD AMENDMENT to the Declaration of Condominium of CROSS CREEK OF FORT MYERS CONDOMINIUM, the "Declaration", is made this 22nd day of March, 1985, by U. S. HOME CORPORATION, a Delaware Corporation authorized to do business in the State of Florida, the "Developer" of CROSS CREEK OF FORT MYERS CONDOMINIUM, the "Condominium".

W I T N E S S E T H:

WHEREAS, the Developer has recorded the Declaration in Official Records Book 1761 at Page 518 through 586, inclusive of the Public Records of Lee County, Florida; and

WHEREAS, pursuant to the authority reserved by the Developer to amend the Condominium documents in Section 13, AMENDMENTS: and

WHEREAS, due to an error made in the graphics, more specifically on Official Records Book 1751, Page 549, of the Public Records of Lee County, Florida, it is necessary to amend said page.

NOW, THEREFORE, the Developer makes the following amendment to the Declaration:

SECTION 1.

Sheet 6 of 19 of Exhibit "A" - Building 1, 2nd. Floor, Phase 1, Tract 3, more specifically as recorded in Official Records Book 1751, Page 549, is hereby deleted due to the omission of a Unit Number and is replaced with Re-revised Page 57, and is hereby made a part of and subject to the Declaration of Condominium.

IN ALL OTHER RESPECTS, the original Declaration, as amended, is hereby ratified and confirmed.

IN WITNESS WHEREOF, this Third Amendment to the Declaration of Condominium of CROSS CREEK OF FORT MYERS CONDOMINIUM has been executed by the Developer the day and year first above written.

Witnesses:

Joseph F. Beatty
Joe McKee

U. S. HOME CORPORATION
LEE/COLLIER DIVISION

BY:

Title: Vice President

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this 22nd day of March, 1985, before me personally appeared Baron Thomas as Vice President of U. S. HOME CORPORATION, LEE-COLLIER DIVISION, a Delaware corporation authorized to do business in the State of Florida, to me known to be the person described in and who executed the foregoing instrument, he duly acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned; he affixed thereto the official seal of said corporation; and he acknowledged that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Fort Myers, in the County of Lee and State of Florida, the day and year last aforesaid.

My commission expires:

Notary Public

Clara D. Gilbert

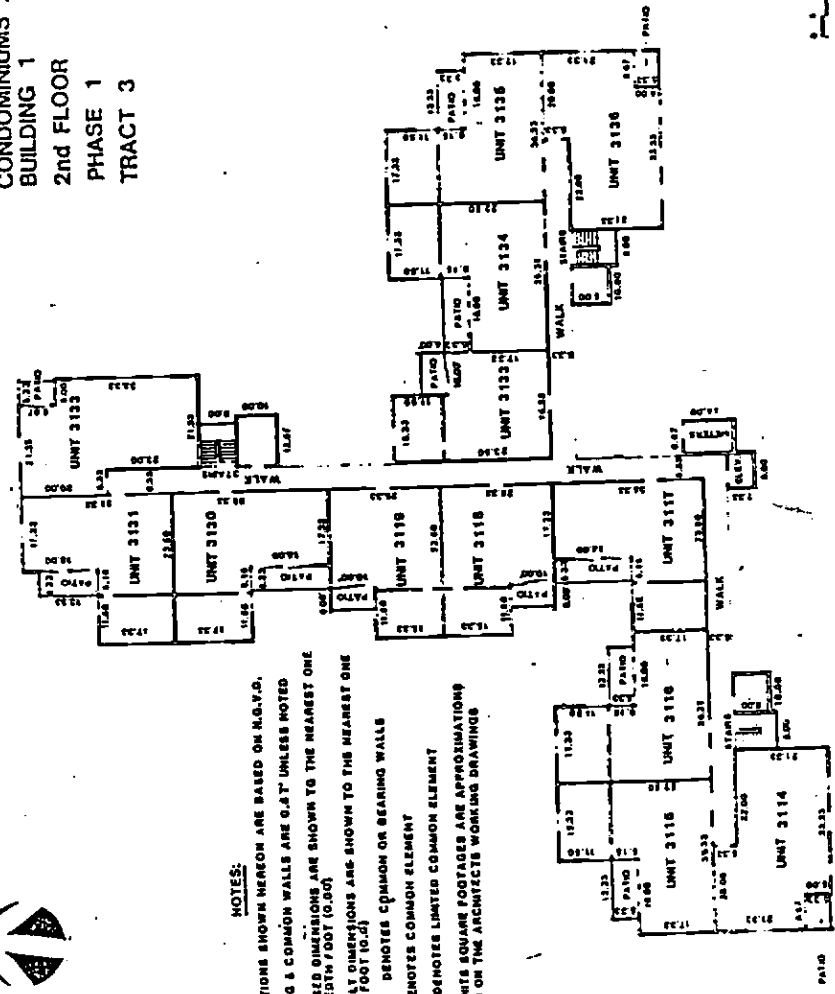
Sept. 8, 1985

Prepared by - Harvey Goldberg

CROSS CREEK

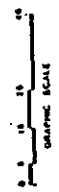
OF FT. MYERS

CONDOMINIUMS I
BUILDING 1
2nd FLOOR
PHASE 1
TRACT 3



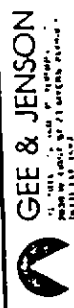
NOTES:

- 1. ELEVATIONS SHOWN HEREON ARE BASED ON M.G.V.D.
- 2. BEARING & COMMON WALLS ARE 0.5" UNLESS NOTED
- 3. PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.00')
- 4. AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.1')
- 5. DASHED LINES DENOTES COMMON OR BEARING WALLS
- 6. C.S. DENOTES COMMON ELEMENT
- 7. L.C.E. DENOTES LIMITED COMMON ELEMENT
- 8. ALL UNITS SQUARE FOOTAGES ARE APPROXIMATIONS BASED ON THE ARCHITECTS WORKING DRAWINGS



MS 20 MRS

EXHIBIT



UNIT NO.	SQ. FT.	OWNER	DATE	REMARKS
3136	1,100	...	...	...
3135	1,100	...	...	...
3134	1,100	...	...	...
3133	1,100	...	...	...
3132	1,100	...	...	...
3131	1,100	...	...	...
3130	1,100	...	...	...
3129	1,100	...	...	...
3119	1,100	...	...	...
3118	1,100	...	...	...
3117	1,100	...	...	...
3116	1,100	...	...	...
3115	1,100	...	...	...
3114	1,100	...	...	...

MAR 26 2 27 PM '05
RECORDED IN OFFICIAL
RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED
GEE & JENSON
REGISTERED PROFESSIONAL ENGINEERS
FLORIDA LICENSE NO. 12,111 & 12,112

1908369

OFF REC 1770 PG 1069

CHARLIE GREEN
CLERK OF PUBLIC RECORDS*Charlie Green*SECOND AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF

CROSS CREEK OF FORT MYERS CONDOMINIUM

FEB 26 4 15 PM '85

RECORDED IN OFFICIAL
RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED

THIS SECOND AMENDMENT to the Declaration of Condominium of CROSS CREEK OF FORT MYERS CONDOMINIUM, the "Declaration", is made this 25th day of February, 1985, by U. S. HOME CORPORATION, a Delaware Corporation authorized to do business in the State of Florida, the "Developer" of CROSS CREEK OF FORT MYERS CONDOMINIUM, the "Condominium".

W I T N E S S E T H:

WHEREAS, the Developer has recorded the Declaration in Official Records Book 1761 at Page 518 through 586, inclusive, of the Public Records of Lee County, Florida; and

WHEREAS, pursuant to the authority reserved by the Developer to amend the Condominium documents in Section 13, AMENDMENTS; and

WHEREAS, a scrivener's error was made in Section 16(K) of the Declaration, more specifically as recorded in Official Records Book 1761, Page 535, of the Public Records of Lee County, Florida, and Developer deems it necessary to amend said paragraph (K).

NOW, THEREFORE, the Developer makes the following amendment to the Declaration:

SECTION 16. (K) is amended to read as follows with the additional word underlined:

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

IN ALL OTHER RESPECTS, the original Declaration, as amended, is hereby ratified and confirmed.

IN WITNESS WHEREOF, this Second Amendment to the Declaration of Condominium of CROSS CREEK OF FORT MYERS CONDOMINIUM has been executed by the Developer the day and year first above written.

Witnesses:

Anna D. Gilbert
Catherine P. Chastwood

U. S. HOME CORPORATION
LEE-COLLIER DIVISION

BY:

[Signature]
Title: *Vice President*

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this 25th day of February, 1985, before me personally appeared Gary Haines as Vice President of U. S. HOME CORPORATION, LEE-COLLIER DIVISION, a Delaware corporation authorized to do business in the State of Florida, to me known to be the person described in and who executed the foregoing instrument he duly acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned; he affixed thereto the official seal of said corporation; and he acknowledged that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Fort Myers, in the County of Lee and State of Florida, the day and year last aforesaid.

My Commission Expires:

September 8, 1985

Anna D. Gilbert
Notary Public

THIS INSTRUMENT PREPARED BY: HARVEY B. GOLDBERG, ESQUIRE
POST OFFICE BOX 2366
FORT MYERS, FLORIDA 33902

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: H. HANSON, D.C.

1893535

OFF
REG 1764 PC2053

25.00

THIS FIRST AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
CROSS CREEK OF FORT MYERS CONDOMINIUM

THIS FIRST AMENDMENT to the Declaration of Condominium of CROSS CREEK OF FORT MYERS CONDOMINIUM, the "Declaration" is made this 18th day of January, 1985, by U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, the "Developer" of CROSS CREEK OF FORT MYERS CONDOMINIUM, the "Condominium".

W I T N E S S E T H:

WHEREAS, the Developer has recorded the Declaration in Official Records Book 1761 at Page 518 through 586, inclusive, of the Public Records of Lee County, Florida; and

WHEREAS, the Declaration applies to that certain real property described in exhibit A thereto, which is specifically recorded in Official Records Book 1761 at Page 545 of the Public Records of Lee County, Florida; and

WHEREAS, Developer has determined that Building 1 of Phase I is substantially completed;

NOW, THEREFORE, the Developer makes the following amendments to the Declaration:

1. The Surveyor's Certificate attached hereto and made a part hereof as Composite Exhibit 1, for substantially completed Building 1 of Phase I, and all improvements appurtenant thereto, is hereby made a part of and subject to the Declaration.

IN ALL OTHER RESPECTS, the original Declaration, as amended, is hereby ratified and confirmed.

IN WITNESS WHEREOF, this First Amendment to the Declaration of Condominium of CROSS CREEK OF FORT MYERS CONDOMINIUM has been executed by the Developer the day and year first above written.

Witnesses:

[Signature]
[Signature]

U. S. HOME CORPORATION
LEE/COLLIER DIVISION
A Delaware corporation authorized
to do business in the State of
Florida

BY: [Signature]

Title: Vice President

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this 18th day of January, 1985, before me personally appeared Gary Haines as Vice President of U. S. HOME CORPORATION, Lee-Collier Division, a Delaware corporation authorized to do business in the State of Florida, to me known to be the person described in and who executed the foregoing instrument, he duly acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned; he affixed thereto the official seal of said corporation; and he acknowledged that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Fort Myers, in the County of Lee and State of Florida, the day and year last aforesaid.

[Signature]
Notary Public

My Commission Expires:

9-8-85

THIS INSTRUMENT PREPARED BY:

HARVEY B. GOLDBERG, ESQUIRE of
P.O. BOX 2166 FORT MYERS FLORIDA 33902-1166

RECORD VERIFIED - CHARLIE GREEN, CLERK
COUNTY OF LEE, FLORIDA, D.C.

SURVEYOR'S CERTIFICATE

I have examined the Declaration of Condominium and attached exhibits, including the Plot Plan, graphics and descriptions of CROSS CREEK OF FORT MYERS CONDOMINIUM, which are to be recorded simultaneously herewith in the Public Records of Lee County, Florida; and I do hereby certify that the construction of the improvements (with the exceptions as listed below) is substantially complete so that the material together with the provisions of the Declaration describing the condominium property and specifically relating to matters of survey are an accurate representation of the location and dimensions of the improvements and so that the identifications, location and dimension of the common elements and of each unit, and where applicable, the limited common elements can be determined from these materials. I further certify that all planned improvements, including landscaping, utility services and access to Phase I, and Common Element facilities serving said Phase I have been substantially completed.

BY: [Signature]
Reg. Land Surv. # 2277

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority authorized to administer oaths and take acknowledgements, personally appeared Richard S. Shepard to me well known to be the person described in and who executed the foregoing Surveyor's Certificate and he acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein expressed and set forth, and that he is over the age of twenty-one (21) years.

WITNESS by hand and official seal at Fort Myers in the County and State named above this 18th day of January 1985.

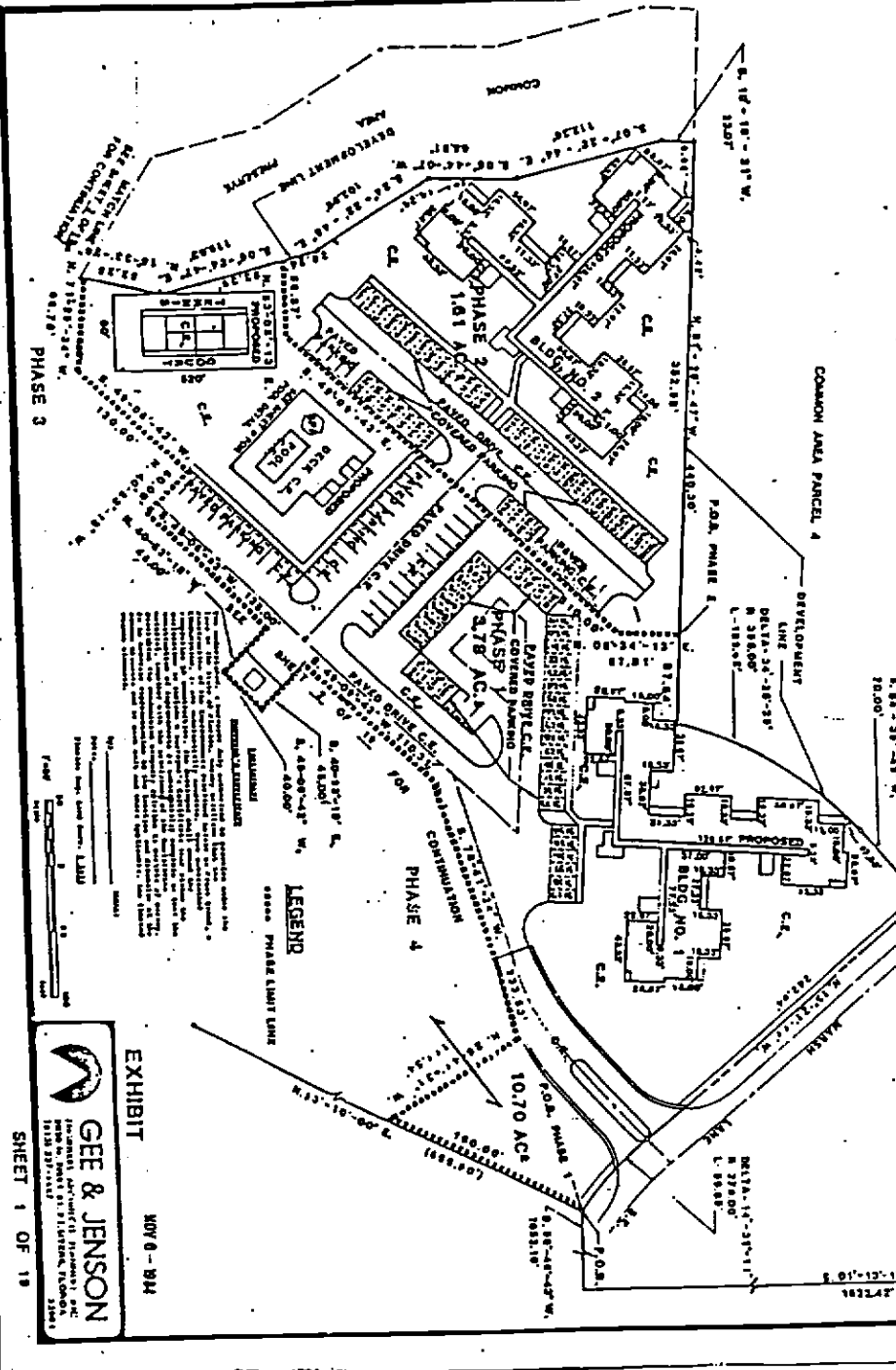
Sharon E. Hansen
Notary Public

My Commission Expires:
Notary Public, State of Florida
My Commission Expires September 24, 1988

CROSS CREEK OF FT. MYERS

CONDOMINIUMS I
TRACT NO. 3
PHASE 1 & 2
SITE PLAN

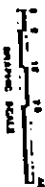
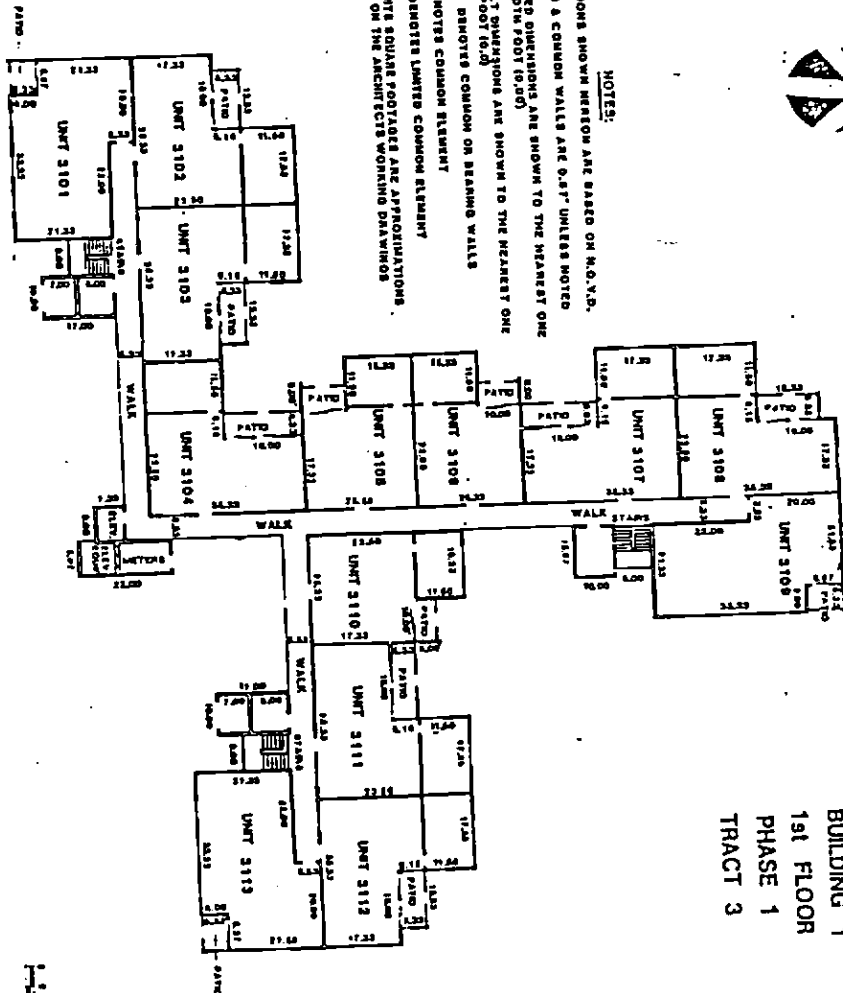
1. ELEVATIONS SHOWN HEREON ARE BASED ON N.G.M.S.
2. SETTING A COMMON WALLS AND E.S.T. UNLESS NOTED
3. PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.01)
4. AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.1)
5. E.S.T. DENOTES COMMON OR SHARING WALLS
6. C.S. DENOTES COMMON ELEMENT
7. L.C.E. DENOTES LIMITED COMMON ELEMENT
8. SHARED PARKING SPACES ARE L.C.E.'S A PARKING SPACE NUMBERED UNIT NUMBER TO WHICH IT IS ASSIGNED





NOTES:

- 1.) ELEVATIONS SHOWN HEREON ARE BASED ON N.A.S.D.
- 2.) BEARING & COMMON WALLS ARE 0.1" UNLESS NOTED
- 3.) PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.01')
- 4.) 23-1/2" DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (0.1')
- 5.) C.L. REMOTES COMMON ELEMENT
- 6.) C.L. REMOTES COMMON ELEMENT
- 7.) L.C.E. REMOTES LIMITED COMMON ELEMENT
- 8.) ALL UNITS SQUARE FOOTAGE ARE APPROXIMATIONS BASED ON THE ARCHITECT'S WORKING DRAWINGS



EXHIBIT

NOV 6 84



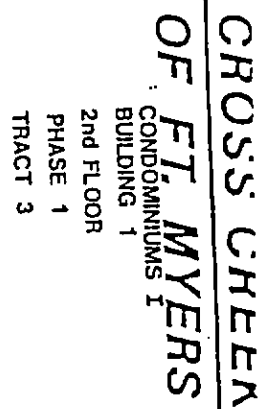
GEE & JENSON

REGISTERED ARCHITECTS - CALIFORNIA
1110 S. GATEWAY AVENUE, SUITE 100
SAN ANTONIO, TEXAS 78204

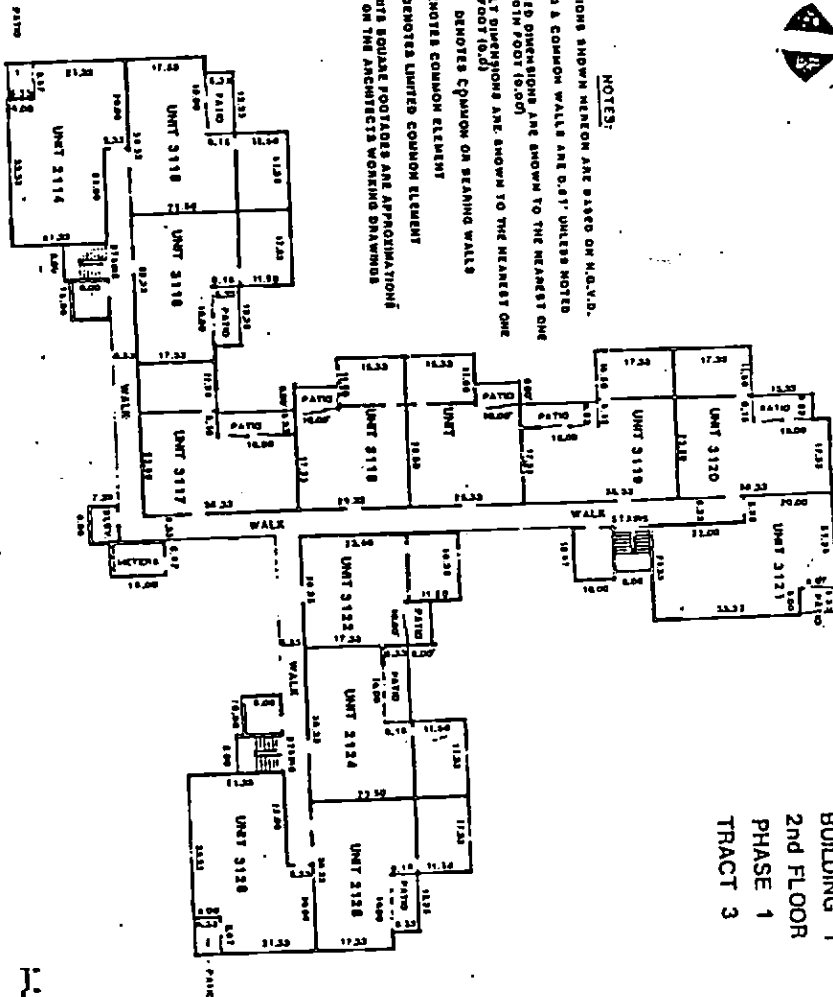
SHEET 6 OF 18

CROSS CREEK OF FT. MYERS CONDOMINIUMS I

BUILDING 1
1st FLOOR
PHASE 1
TRACT 3



- 1.) ELEVATIONS SHOWN HEREON ARE BASED ON M.D.V.O.
- 2.) BEARING A COMMON WALL ARE 0.5' UNLESS NOTED
- 3.) PROPOSED DIRECTIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (0.00)
- 4.) ALL BUILDING DIMENSIONS ARE SHOWN TO THE NEAREST ONE EIGHTH FOOT (0.125)
- 5.) CZZZZ DENOTES CURBON ON BEARING WALLS
- 6.) C.L. DENOTES COMMON ELEMENT
- 7.) L.C.L. DENOTES LIMITED COMMON ELEMENT
- 8.) ALL WALLS SQUARE FOOTAGES ARE APPROXIMATIONS BASED ON THE ARCHITECT'S WORKING DRAWINGS



$\frac{0}{0} \quad \frac{10}{10}$

Year	1914	1915	1916	1917	1918	1919	1920	1921	1922	1923	1924	1925	1926	1927	1928	1929	1930	1931	1932	1933	1934	1935	1936	1937	1938	1939	1940	1941	1942	1943	1944	1945	1946	1947	1948	1949	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1914	1915	1916	1917	1918	1919	1920	1921	1922	1923	1924	1925	1926	1927	1928	1929	1930	1931	1932	1933	1934	1935	1936	1937	1938	1939	1940	1941	1942	1943	1944	1945	1946	1947	1948	1949	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	



GEE & JENSON

SHEET 6 OF 10

EXHIBIT

NOTED BY

CLERK OF CIRCUIT COURT
Charles E. Green
 Clerk
 JAN 21 10 37 AM '85
 RECORDED IN OFFICIAL
 RECORDS
 LEE COUNTY, FLORIDA
 RETURNED VERIFIED

JAN 21 10 37 AM '85

Clerk

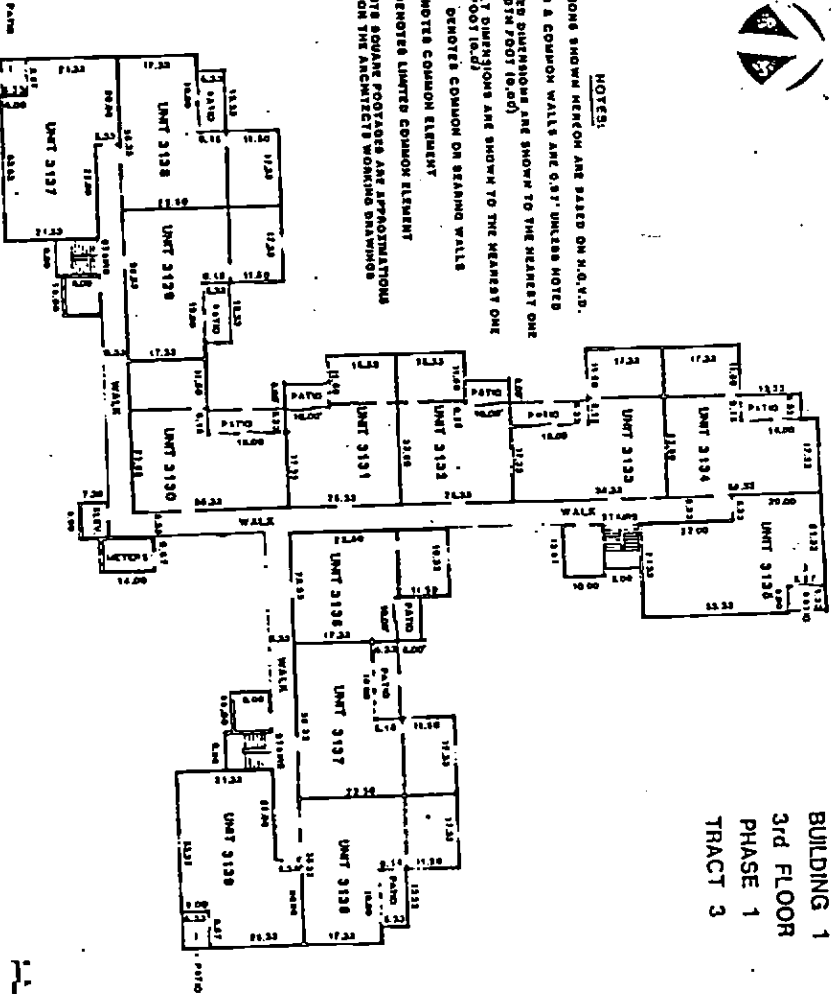
Charles G. Allen

CLERK OF CIRCUIT COURT



NOV 91

- 1.2 ELEVATIONS SHOWN HEREON ARE BASED ON M.O.N.V.
- 2.1 BEARING & COMMON WALLS ARE 0.37' UNLESS NOTED
- 3.1 PROPERTY DIMENSIONS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT (1/100')
- 4.1 "AS-BUILT" DIMENSIONS ARE SHOWN TO THE NEAREST ONE TENTH FOOT (1/10')
- 5.1 ~~COMMON~~ BEARING & COMMON ON BEARING WALLS
- 6.1 ~~COMMON~~ BEARING & COMMON ON BEARING WALLS
- 7.1 C.T. DENOTES COMMON ELEMENT
- 8.1 L.C.T. DENOTES LIMITED COMMON ELEMENT
- 9.1 L.C.T. DENOTES LIMITED COMMON ELEMENT
- 10.1 ALL LIMITS SQUARE FOOTAGE ARE APPROXIMATIONS BASED ON THE ARCHITECT'S WORKMAN SHAPED



1 2 3 4

Year	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	

EXHIBIT

MTV & VH1



GEE & JENSON

SHEET 7 OF 19

**CHUSS GREEN
OF FT. MYERS
CONDOMINIUMS I**

BUILDING 1
3rd FLOOR
PHASE 1
TRACT 3

7/20/00
26.50

CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM
CROSS CREEK OF FORT MYERS CONDOMINIUM
RULE AND REGULATIONS

CROSS CREEK OF FORT MYERS CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendments to the Declaration of Condominium of Cross Creek of Fort Myers Condominium and the amendment to the Rules and Regulations of Cross Creek of Fort Myers Condominium Association, Inc. were duly adopted by the Association membership at the duly noticed members' meeting of the Association on the 14th day of August, 2000. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Condominium is recorded at O.R. Book 1761, Page 518, of the Public Records of Lee County, Florida.

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

Amendment No. 1: Article 4, Declaration of Condominium

(Subsections A through I Unchanged)

J. LIMITED COMMON ELEMENTS - Means and includes those portions of the common elements which are reserved for the use of a certain unit or units to the exclusion of other units. Limited Common Elements shall include property which is reserved for the use of a certain unit to the exclusion of other units as reflected on the condominium plat or in this Declaration. Whenever a portion of the Condominium Property naturally and exclusively services a particular unit, and where the area in question lies outside of the boundaries of the unit, the delegation of maintenance responsibility for the area (e.g. air conditioning compressors) shall serve to define the area as a limited common element.

Amendment No. 2 - Article 5(G), Declaration of Condominium

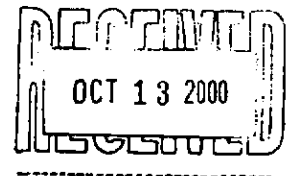
5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

(Subsections A through F Unchanged)

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

~~(1) BY THE ASSOCIATION~~ The Association shall maintain, repair, and replace at the Associations expense:

DEPUTY CLERK W. Odom
RECORDING FEE 28.50
LEE COUNTY
CHARLIE GREEN CLERK OF COURT
RECORDED 10/04/00 02:09 PM
OR BK 03311 PG 1482
INSTR # 4975542



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

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

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

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

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

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

G MAINTENANCE, ALTERATION AND IMPROVEMENTS. Responsibility for the maintenance of the condominium property, and restrictions upon the alteration and improvement thereof, shall be as follows:

(1) Association Maintenance. The maintenance, repair and replacement of all common elements, Association property, and exterior building maintenance shall be performed by the Association, and the cost is a common expense. Exterior building maintenance shall include, but not be limited to, painting, roofing, and maintaining portions of the condominium property exposed to the elements, but shall not include maintenance of screen frames or screening, lanai or patio enclosures, or other portions of the condominium property which exclusively service or benefit a particular unit unless otherwise provided in this section. The Association's maintenance responsibility includes, without limitation: all electrical conduit, plumbing fixtures or installations located within a unit but serving another unit, or located outside the unit for the furnishing of utilities to more than one unit or the common elements. The Association's responsibility does not include interior electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the unit and serving only that unit, or any such fixtures or installations located outside of the unit and serving only one unit.

(2) Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of (excepting exterior building maintenance) his own unit and limited common elements serving on his unit, except as provided elsewhere herein, whether ordinary or extraordinary including, without limitation: maintenance, repair and replacement of screens (including hardware and framing); windows and window glass

(including sliding glass doors and other glass partitions and the structural components thereof); unit front entry door, except that the Association may paint entry doors when it is painting the entire buildings (but not at other times unless otherwise determined by the Association); all other doors and the structural components thereof (including locks and hardware) within or servicing the unit; the electrical, mechanical and plumbing fixtures and outlets (including connections) within a unit or serving only that unit (no matter where located); appliances; dryer vents; all portions of the heating and air conditioning equipment and utility installations in connection serving an individual unit (no matter where located); carpeting and other floor covering, (including lanai areas); door and window hardware and locks; all other facilities or fixtures located or contained entirely within a unit or limited common element area which serve only one own unit; all interior walls and ceilings, including interior walls which form a part of the outer side of the building including drywall and framing, and including walls and ceilings within balcony areas. All said areas, if located outside of the boundaries of the unit, are declared limited common elements. Parking facilities shall be maintained by the Association. Any insurance proceeds paid to the Association with respect to any loss or damage within the unit or limited common elements which is covered by the Association's casualty insurance, and which loss would otherwise be borne by the unit owner, shall be paid to the unit owner, after the work has been completed and invoices have been submitted verifying the costs of repair. In connection with his maintenance, repair and replacement obligations, the unit owner shall also have the following responsibilities:

(i) To obtain the prior written approval of the Association through the Board of Directors before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the condominium property; excavation; access to building roofs; removal or modification of any interior partitions; relocation of plumbing or electrical lines or fixtures; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the condominium and its residents or the aesthetics of the condominium property. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- (a) Use of licensed and insured contractors;
- (b) Oversight by the Association or its agent;
- (c) The unit owner submitting plans as to the scope of the contemplated repair;
- (d) Restrictions as to hours of work;
- (e) Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year;
- (f) Restrictions regarding equipment that may be parked or stored on or near the condominium property during construction;
- (g) Restrictions regarding storage of materials and supplies necessary for the construction to be performed;

Nothing shall preclude the Association from acting as the owner's agent and obtaining the services of Contractors to perform unit owner maintenance responsibilities, provided that the Association and the owner so agree in the event of an emergency, and provided that the owner is deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting common expenses under these condominium documents.

(ii) With regard to lanais the unit owner who has the right to the exclusive use of said lanai shall be responsible for the maintenance, care and preservation of: the carpeting (unless prohibited by the Board) or other floor coverings; the screens and frames; storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixture(s) thereon, if any; and the replacement of light bulbs. The Association shall be responsible for structural maintenance, repair and replacement of lanai floors, ceilings and exterior portions, and also the building walls enclosed by the lanais, provided that painting and regular maintenance (nonstructural) of building walls enclosed by lanais shall be done by the unit owners, subject to the uniformity of appearance (e.g. color) and other criteria set forth in these condominium documents, or as determined by the Board. However, the Association may, if it elects, paint lanai walls and ceilings in connection with the painting of the building as either a common expense, or on a voluntary participation basis, as determined by the Board of Directors.

(iii) Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, ceiling fans, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating. Except as provided below, units above the ground floor shall always have the floors covered with wall-to-wall carpeting, except in kitchens, bathrooms, porches, foyers, and utility or laundry rooms. Substitute floor coverings with substantially equivalent sound-deadening qualities may be used only with the prior approval of the Board of Directors.

(iv) If a unit owner makes any modifications, installations, or additions to the interior or exterior of the unit, common elements, or limited common elements, the unit owner shall be financially responsible for the insurance, maintenance, care, and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the condominium property made by a unit owner, and duly approved by the Board of Directors, may be required to be removed in connection with the Association's maintenance of the common elements. In such cases, the unit owner who installs the alteration, addition, or improvement (and their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the item, with said obligation being secured by a right of lien of equal dignity to the common expense lien created by this Declaration. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

(3) Alterations by Unit Owners. No owner may make or permit the making of any modifications or alterations to his unit, the common elements, or the limited common elements, or in any manner change the exterior appearance of any portion of the condominium, any portion of the unit visible from the exterior of the building, or any structural change within the unit interior without first obtaining the written consent of the Board of Directors, which consent shall be denied

if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the condominium in part or whole. The Board may, in appropriate circumstances, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested modification, alteration or addition to the condominium property. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture in Cross Creek Condominium and The Cross Creek Community, the quality of the proposed alteration, objections of neighboring residents, and such other criteria as the Board may reasonably adopt in reaching its decision. If any unit owner requests approval of an alteration or modification involving the removal or modification of any interior partition wall, the Association may permit such removal if the removal would not materially affect or interfere with the utility services constituting common elements, if any, located therein or the structural integrity of the building.

(4) Alterations by Association. There shall be no material alterations or substantial additions to the common elements or association property, except as authorized by the Board of Directors. Provided, however, that if any such alteration or addition requires the expenditure of more than five percent of the Association's budget in a fiscal year, including reserves, the Board shall obtain approval of a two-thirds (2/3) of voting interests present (in person or by proxy) and voting at an Association meeting, or by written agreement of two-thirds (2/3) of the entire voting interests. Necessary maintenance of the common elements, or association property regardless of the level of expenditure, is the responsibility of the Board of Directors.

(5) Enforcement of Maintenance. If, after reasonable notice, the owner of a unit fails to maintain the unit or other portions of the condominium property as required above, the Association shall have the right to enter the owner's unit, institute legal proceedings at law or in equity to enforce compliance, or to take any and all other lawful actions to remedy such violation, including entering the unit and performing the maintenance functions, in which event the unit owner shall be charged for the costs of such activities by the Association which shall be a charge against the unit as in the case of any other assessment.

(6) Negligence, Damage Caused by Condition of Unit. Each unit owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of common elements, Association property, or maintenance of portions of the unit as are the responsibility of the Association, made necessary by his act or negligence, or by that of any member of his family or his or their guests, employees, agents, or lessees. If any condition, defect or malfunction existing within a unit, if caused by the owner's negligence or failure to maintain those portions of the property so delegated to the unit owner in this Declaration of Condominium, shall cause damage to the common elements or to other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible). If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread at the unit owner's expense. The Association may, but is not obligated to, repair the damage with the prior consent of the owner. Unit owners are required to shut off all water valves when they will be absent from their units on an overnight basis.

Amendment No. 3: 7.2 (C), Rules and Regulations, New Section

7. APPEARANCE

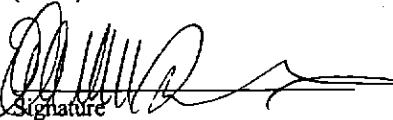
(Section 7.1 Remains Unchanged)

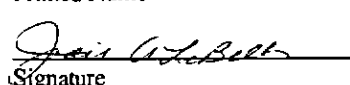
7.2 INTERIOR APPEARANCE

(Subsections A and B Remain Unchanged)

C. Effective August 14, 2000, no tile, marble or other hard floor surfaces shall be installed on any floor area of the second or third floor units without written approval by the Board of Directors. Request must be in writing and submitted to the Board of Directors for their approval prior to the installation. Verification of a licensed certified tile installer or tile supplier must be attached to the request form. A sound deadening material is to be installed under the hard floor installation.

WITNESSES:
(TWO)


Signature
Elsa Delgado
Printed Name


Signature
Judith A. LaBella
Printed Name

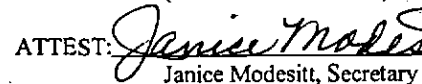
Connecticut)
STATE OF FLORIDA)
Fairfield) SS:
COUNTY OF LEE)

CROSS CREEK OF FORT MYERS
CONDOMINIUM ASSOCIATION, INC.

BY: 
Gordon Backman, President

Date: 8/23/00

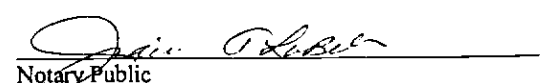
(CORPORATE SEAL)

ATTEST: 
Janice Modesitt, Secretary

Date: 8/30/00

X

The foregoing instrument was acknowledged before me this 23 day of August, 2000 by Gordon Backman as President of Cross Creek of Fort Myers Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) Florida Drivers License as identification and did take an oath.


Notary Public
Judith A. LaBella
Printed Name

My commission expires: _____
144248_1.DOC

JUDITH A. LABELLA
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2004

MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
CROSS CREEK OF FORT MYERS

IS RECORDED IN OFFICIAL RECORDS BOOK 1760
PAGES 2417 through 2515 OF THE PUBLIC
RECORDS OF LEE COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE

I have examined the Declaration of Condominium and attached exhibits, including the Plot Plan, graphics and descriptions of CROSS CREEK OF FORT MYERS CONDOMINIUM, which are to be recorded simultaneously herewith in the Public Records of Lee County, Florida, and I do hereby certify that the construction of the improvements (with the exceptions as listed below) is substantially complete so that the material together with the provisions of the Declaration describing the condominium property and specifically relating to matter of survey are an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimension of the common elements and of each unit, and where applicable the limited common elements can be determined from these materials. I further certify that all planned improvements, including landscaping, utility services and access to Building I, Phase I, and Common Element facilities serving said Building I have been substantially completed;

EXCEPT THAT:

1. The pool and pool facilities have not been completed.
 2. The parking area will be completed within the next seven (7) days.
- This certification is to be recorded with the original Declaration.

BY: [Signature]
Reg. Land Surv. # 2174

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority authorized to administer oaths and take acknowledgements, personally appeared Richard Shephard to me well known to be the person described in and who executed the foregoing Surveyor's Certificate and he acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein expressed and set forth, and that he is over the age of twenty-one (21) years.

WITNESS my hand and official seal at Fort Myers in the County and State named above this 28 day of December, 1984

CLERK OF CIRCUIT COURT

Notary Public

My Commission Expires: Charlie Green

September 8, 1985

Clerk

Dec 28 1 25 PM '84

RECORDED IN OFFICIAL

RECORDS

LEE COUNTY, FLORIDA

RECORD VERIFIED

39700

MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

1884104

FOR

CROSS CREEK OF FORT MYERS

THIS DECLARATION, made on the date hereinafter set forth by
U.S. HOME CORPORATION, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in
Lee County, Florida, which is more particularly described on
Exhibit A attached hereto and incorporated herein by reference;
and

WHEREAS, Declarant desires to create a residential community
known as CROSS CREEK OF FORT MYERS consisting of 905 Units on the
land more particularly described on Exhibit A attached hereto and
such other land as may be added thereto pursuant to the terms and
provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants and
conditions which are for the purpose of protecting the value and
desirability of, and which shall run with, the real property and
be binding on all parties having any right, title or interest in
the described properties or any part thereof, their heirs,
personal representatives, successors and assigns, and shall inure
to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to CROSS CREEK
OF FORT MYERS COMMUNITY ASSOCIATION, INC., its successors and
assigns.

Section 2. "Owner" shall mean and refer to the record Owner,
whether one or more persons or entities, of a fee simple title to
any Lot, Unit or Parcel which is a part of the Properties,
including contract sellers, but excluding those having such
interest merely as security for the performance of an obligation.
The term "Owner" shall include U.S. HOME CORPORATION.

Section 3. "Properties" shall mean and refer to that certain
real property described on attached Exhibit A, and such additions
thereto as may hereafter be brought within the jurisdiction of the
Association and be made subject to this Declaration.

Section 4. "Common Area" shall mean all real property
(including the improvements thereto) now or hereafter owned by the
Association for the common use and enjoyment of the Owners. The
initial Common Area shall be that certain real property more
particularly described on Exhibit B attached hereto.

Section 5. "Lot" shall mean and refer to any plot of land
shown upon any recorded subdivision map of the Properties with the
exception of the Common Area. These Lots may contain detached or
attached housing.

Section 6. "Unit" shall mean and refer to a condominium
Parcel, as that term is defined in Chapter 718, Florida Statutes
(1980), pursuant to a recorded declaration of condominium.

Section 7. "Parcel" shall mean and refer to any part of the
Properties other than the Common Area, Lots, Units, streets and
roads and land owned by a governmental body or agency or public
utility company, whether or not such Parcel is developed or
undeveloped, and without regard to the use or proposed use of such

THIS INSTRUMENT PREPARED BY:
HARVEY B. GOLDBERG, ESQUIRE

GOLDBERG, RUBINSTEIN & BUCKLEY, P.A. P.O. BOX 2386 FORT MYERS, FLORIDA 33902-2386

Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record, shall, as to such portions, cease being a Parcel, or part thereof, and shall become Lots or Units, as appropriate.

Section 8. "Declarant" shall mean and refer to U.S. HOME CORPORATION, a Delaware corporation, its successors and assigns. It shall not include any person or party who purchases a Lot, Unit, or Parcel from U.S. HOME CORPORATION, however, unless such purchaser is specifically assigned by a separate recorded instrument, some or all of the rights held by U.S. HOME CORPORATION as Declarant under this declaration with regard to the conveyed property.

Section 9. "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 10. "Articles" shall mean and refer to the articles of incorporation of the Association, including any and all amendments or modifications to those articles.

Section 11. "By-Laws" shall mean and refer to the By-Laws of the Association, including any and all amendments or modifications to those By-Laws.

Section 12. "General Land Plan" shall mean the general plan of development as described in Article VII Section 1(b) of this Declaration, including any amendments or modifications to that General Land Plan.

ARTICLE II PURPOSE

Section 1. OPERATION, MAINTENANCE AND REPAIR OF COMMON AREA.
The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area, including, but not limited to roadways, retention areas, the surface water management system, the sewage treatment plant, drainage facility and golf course, and any improvements thereon, to maintain certain decorative entranceways, more particularly the stonework electrical fixtures to the Properties and medians in the streets within the Properties designated by the Board of Directors; to pay for the costs incident to these responsibilities and the costs of street lighting for the Common Area, and to take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration, and with regard to any other areas as designated by the Board of Directors. The Association shall operate, maintain and repair areas designated by Declarant as Common Areas, whether or not title to those areas has been formally conveyed to the Association.

A. FLOODWAY EASEMENT MAINTENANCE PLAN

As requested by the Six Mile Basin Review Board, the following maintenance plan is proposed for the 50 foot wide floodway easement along the south side of Cross Creek Boulevard.

- (1) Planting/Stabilization - The slope of the swale is 4 to 1. This will allow rock to be placed in a checkerboard fashion for erosion control and stability along the entire length of the interceptor swale. Rock used will be various size pieces from on-site excavation and will not be formal "rip-rap". Spartina patens will be planted in the spaces between the rock. The number of plants will vary depending upon the size of rock used but should range from 500 to 800. Additionally, a row of trees will be planted along the tops of the slopes on either side. The number of trees will approximate 200 to 250.

- (2) Bottom easement elevation - The floodway easement is not to be excavated but is to be built up from ground elevation. The bottom will be left at natural grade, \pm 15 feet NGVD, and will average 18 feet in width. This width will vary somewhat based upon the difference between the top and bottom elevations. Trees and large shrubs are not to be planted in the bottom; however, any trees which may lie in the bottom right-of-way will be left if of native wetland species. Melaleuca and other exotics will be removed. However, vegetation in the bottom will be, for the most part, cleared within 50 feet of the culverts so as to not impede water flow.
- (3) Vegetation Control - Spartina potens which is to be planted, and most of the pioneer vegetation which is likely to become established on its own, will not exceed 30 to 36 inches in height. However, should undesirable species take hold or native species become too thick or tall, a control burn will be necessary. Most vegetation in such a system is fire tolerant, and actually fire dependent and will grow back in a short time after the fire. Controlled or prescribed burning should be necessary approximately every two years. Proper weather and moisture conditions are, of course, necessary to carry out such a burn. Burning can be carried out under the supervision of W. Dexter Bender and Associates, Inc.
- (4) Preserve Area - Refer specifically to Exhibit A, Preserve Area, which contains specific conditions that all construction action shall be confined East of aforesaid Preserve Area.

Section 2. EXPANSION OF THE COMMON AREA. Additions to the Common Area may be made in accordance with the terms of ARTICLE VII which provides for additions to the Properties pursuant to the General Land Plan as therein more particularly described. The Declarant shall not be obligated, however, to make any such additions. The Declarant has the right, but not the obligation, to add improvements to the Common Area.

Section 3. GOLF COURSE AND CLUBHOUSE. The Association shall operate, maintain and hold record title to the golf course and clubhouse for the use and benefit of its members. Without limiting the powers of the Association, the Association shall have the following express powers:

A. In regard to the golf course and clubhouse, to exercise the rights more particularly described in Article III below.

B. To allow public use of the golf course and clubhouse until ninety percent (90%) of all Lots, Units and Parcels are sold by Declarant in the CROSS CREEK OF FORT MYERS development. At that time, seventy-five percent (75%) of the Owners may vote to exclude or include public use of the golf course and clubhouse, provided that the Association reserves the right to assess uniform owner user's fees at their discretion for use of the Golf Course Facilities.

ARTICLE III PROPERTY RIGHTS

Section 1. OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, Unit or Parcel, subject to the following provisions:

A. The right of the Association from time to time in accordance with its By-Laws to establish, modify, amend and rescind reasonable Rules and Regulations regarding use of the Common Area;

B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

C. The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment levied under this declaration against his Lot, Unit or Parcel remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;

D. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its articles;

E. The right of the Association to grant easements as to the Common Area or any part thereof as provided by its articles;

F. The right of the Association to otherwise deal with the Common Area as provided by its articles;

G. The right of the Association to open the Common Area and, in particular, the golf course for use by non-members of the Association.

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to his tenants who reside at the Owner's Lot, Unit or Parcel, provided the Owner waives his use in writing.

Section 3. PROHIBITION OF CERTAIN ACTIVITIES. No damage to or waste of the Common Area or any part thereof shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

Section 4. SIGNS PROHIBITED. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Association. This section, however, shall not apply to the Declarant.

Section 5. ANIMALS. No animals shall be permitted on or in the Common Area at any time except as may be provided in the Rules and Regulations of the Association.

Section 6. RULES AND REGULATIONS. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Association.

Section 7. TITLE TO COMMON AREA. Not later than the time the Declarant no longer exercises voting control over the Association as provided in Article IV of this Declaration, continuously for a period of one (1) year, the Declarant shall convey title and the Association shall accept title to any Common Area subject to such easements, reservations, conditions and restrictions as may then be of record. Declarant may convey title and the Association shall accept title at any time prior to the time referenced to in this Section 7, at Declarant's option.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, Unit or Parcel which is subject to assessment shall be a member of the Association,

subject to and bound by the Association's Articles of Incorporation, By-Laws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot, Unit or Parcel is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot, Unit or Parcel shall be entitled to one membership for each Lot, Unit or Parcel owned by him. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot, Unit or Parcel which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot, Unit or Parcel. The Declarant shall also be a member so long as it owns one or more Lots, Units or Parcels.

Section 2. The Association shall have two classes of voting membership: Class A and Class B. All votes shall be cast in the manner provided in the By-Laws. When more than one person or entity holds an interest in any Lot, Unit or Parcel, the vote for such Lot, Unit or Parcel shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot, Unit or Parcel, nor shall any split vote be permitted with respect to such Lot, Unit or Parcel. The two classes of voting memberships and voting rights related thereto, are as follows:

A. Class A. Class A members shall be all Owners of Lots, Units and Parcels subject to assessment; provided however, so long as there is Class B membership, the Declarant shall not be a Class A member. The voting rights appurtenant to Class A Lots, Units and Parcels shall be as follows:

1. Lots. Owners of Class A Lots shall be entitled to one (1) vote for each Lot owned.

2. Units. Owners of Class A Units shall be entitled to one (1) vote for each Unit owned.

3. Parcels. The Owner of a Class A Parcel designated on the General Land Plan for Single-Family Residential Use shall be entitled to four (4) votes per acre. The Owner of a Class A Parcel designated on the General Land Plan for Multi-Family Residential Use shall be entitled to eight (8) votes per acre. Upon platting or the submission of such Parcel to condominium ownership, any portion so platted or submitted shall cease being a Parcel.

B. Class B. The Class B member shall be the Declarant. Class B Lots, Units and Parcels shall be all Lots, Units and Parcels owned by the Declarant which have not been converted to Class A as provided below. The voting rights appurtenant to the Class B Lots, Units and Parcels shall be as follows:

1. Lots. The Declarant shall be entitled to three (3) votes for each Class B Lot which it owns.

2. Units. The Declarant shall be entitled to three (3) votes for each Class B Unit which it owns.

3. Parcels. The Declarant shall be entitled to thirty-six (36) votes per acre for each Class B Parcel designated on the General Land Plan for Single-Family Residential Use. The Declarant shall be entitled to seventy-two (72) votes per acre for each Class B Parcel designated on the General Land Plan for Multi-Family Residential Use.

C. Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots, Units and Parcels then subject to the terms of this Declaration shall become Class A Lots, Units and Parcels upon the happening of any of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

2. On December 31, 2007, or

3. When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant pursuant to Article VII hereof, such additional land shall automatically be and become Class B Lots, Units or Parcels, as appropriate. In addition, if following such addition of land, the total votes allocable to all Lots, Units and Parcels then owned by the declarant (calculated as if all such Lots, Units or Parcels are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class A Lots, Units and Parcels owned by the Declarant shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if either occurrence 2 or 3 above shall have taken place.

D. Computation. Where votes of a Class A or Class B member are determined by the acreage in a Parcel, the votes shall be calculated by multiplying the acreage of the Parcel by the number of votes per acre and rounding to the nearest whole number. For example, if a Class A Parcel designated for use as single-family detached homes shall contain 24.3 acres, the Class A Owner shall be entitled to ninety-seven (97) votes. Acreage shall be as determined in good faith by the Secretary of the Association as provided in the By-Laws.

ARTICLE V RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. RESPONSIBILITIES. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the other land designated in Article II hereof in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder. The Association shall operate and maintain areas designated by Declarant as Common Areas, whether or not title to those areas has been formally conveyed to the Association.

Section 2. MANAGER. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or the Manager.

Section 3. PERSONAL PROPERTY FOR COMMON USE. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject

to such restrictions, if any, as may from time to time be provided in the Association's Articles or By-Laws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

Section 5. Implies Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or By-Laws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot, Unit or Parcel owned within the Properties, hereby covenants, and each Owner of any Lot, Unit or Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and unexpected operating costs, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment or charge, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the By-Laws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; and such other needs as may arise.

Section 3. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto and for other purposes as designated by the Association, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership shall constitute a quorum.

Section 5. ASSESSMENT RATE. The annual assessment shall be fixed by the Board of Directors and shall be the same for each Class A Lot and Unit. Each Class A Parcel designated on the General Land Plan for Single-Family Residential Use shall be assessed at a rate per acre equal to two hundred percent (200%) of the sum assessed for a Class A Lot. Each Class A Parcel designated on the General Land Plan for Multi-Family Residential Use shall be assessed at a rate per acre equal to three hundred percent (300%) of the sum assessed for a Class A Lot.

Section 6. DECLARANT'S ASSESSMENT. Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, as long as there is a Class B membership in the Association, the Declarant shall not be obligated for, nor subject to, any annual assessment for any Lot, Unit or Parcel which it may own, provided the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their respective Class A Lots, Units or Parcels. Such difference, herein called the "deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. The Declarant may at any time give written notice to the Association prior to January 1 of a year, thereby terminating effective as of the last day of February of such year its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot, completed Unit with a Certificate of Occupancy or Parcel owned by the Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots, Units or Parcels owned by Class A members other than the Declarant. Declarant shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. Such assessment shall be prorated as to the remaining months of the year, if applicable. Declarant shall be assessed only for Lots, Units and Parcels that are encumbered by this Declaration. Upon transfer of title of a Lot, Unit or Parcel owned by the Declarant, the Lot, Unit or Parcel shall be assessed in the amount established for Lots, Units or Parcels owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Lots, Units or Parcels from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots, Units or Parcels owned by Owners other than the Declarant, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 7. EXEMPTION FROM ASSESSMENTS. The assessments, charges and liens provided for or created by this Article VI shall not apply to the Common Area of this Association or any other Homeowner's Association or Condominium Association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, or any property utilized for commercial purposes.

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all Lots, Units or Parcels on the first day of the month following the conveyance of the first Lot, Unit or Parcel to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment to be paid monthly against each Lot, Unit or Parcel at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot, Unit or Parcel have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot, Unit or Parcel is binding upon the Association as of the date of its issuance.

Section 9. LIEN FOR ASSESSMENTS. All sums assessed to any Lot, Unit or Parcel pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot, Unit or Parcel in favor of the Association.

Section 10. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, Unit or Parcel. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot, Unit or Parcel.

Section 11. FORECLOSURE. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot, Unit or Parcel which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot, Unit or Parcel foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

Section 12. HOMESTEAD. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot, Unit or Parcel shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 13. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot, Unit or Parcel shall not affect the assessment lien. However, the sale or transfer of any Lot, Unit or Parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such

Lot, Unit or Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII ADDITIONAL PROPERTY

Section 1.

A. Additions to the Properties. Additional land may be brought within the jurisdiction and control of the Association in the manner specified in Section 2 of this Article and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twenty-five (25) years from the date this instrument is recorded. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject the Declaration. All additional land which, pursuant to this Article, is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration. Notwithstanding anything contained in this Section 1, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

B. General Land Plan. The present general plan of development shall not bind the Declarant to make any such additions or adhere to the general plan of development. Such general plan of development may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued. As used herein, the term "General Land Plan" shall mean such general plan of development, together with any amendments or modifications thereof hereafter made.

Section 2. PROCEDURE FOR MAKING ADDITIONS TO THE PROPERTIES. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures:

A. Additions in Accordance with a General Land Plan. The Declarant shall have the right from time to time, in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration any additional land. In the Declarant's sole discretion, portions of this land may be designated as Common Area.

B. Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real or personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration with the Properties.

Section 3. GENERAL PROVISIONS REGARDING ADDITIONS TO THE PROPERTIES.

A. The additions authorized under Section 2 (A) of this Article shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land, except as hereinafter provided in Section 3 (C). Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify, or add to the covenants established by this Declaration as such affect the land described on attached Exhibit A.

B. Regardless of which of the foregoing methods is used to add additional land subject to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the Owners of the land being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

C. Nothing contained in this ARTICLE VII shall obligate the Declarant to make additions to the Properties.

Section 4. VOTING RIGHTS OF THE DECLARANT AS TO ADDITIONS TO THE PROPERTIES. The Declarant shall have no voting rights as to the land added to the Properties or any portion thereof until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights as to the Lots, Units and Parcels thereof as is provided by ARTICLE IV, Section 2, of this Declaration.

Section 5. ASSESSMENT OBLIGATION OF THE DECLARANT AS TO ADDITIONS TO THE PROPERTIES. The Declarant shall have no assessment obligation as to the land or any portion thereof added to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have, but only as to such of the additional land as is added, the assessment obligation hereinafter set forth. As to such added land, the Declarant shall be exempt from annual assessments with regard to Lots, Units and Parcels which it owns, upon the same terms and conditions as contained in ARTICLE VI, Section 6, of this Declaration, and shall have the same right as therein provided to waive its exemption, and become subject to assessment at twenty-five percent (25%) of the annual assessment established for Lots, Units and Parcels owned by Class A members other than the Declarant.

Section 6. VOTING RIGHTS OF OWNERS OTHER THAN THE DECLARANT AS TO ADDITIONS TO THE PROPERTIES. Any Lots, Units or Parcels on land added to the Properties which are owned by Owners other than the Declarant, or its assignees by separate written document, shall be entitled to voting rights identical to those granted by ARTICLE IV, Section 2, of this Declaration to other Owners of Class A Lots, Units and Parcels.

Section 7. ASSESSMENT OBLIGATION OF OWNERS OTHER THAN THE DECLARANT AS TO ADDITIONS TO THE PROPERTIES. Any Lots, Units or Parcels of land added to the Properties which are owned by Owners other than the Declarant, or its assignees by separate written

document, shall be subject to assessments, both annual, special and otherwise in accordance with the terms and provisions of the Declaration in the same manner as all other Owners of Class A Lots, Units and Parcels within the Properties.

ARTICLE VIII GENERAL PROVISIONS

Section 1. DEED RESTRICTIONS. In addition to this Declaration, the Declarant may record for parts of the Properties specific deed restrictions, declarations of covenants, conditions and restrictions, declarations of condominiums, community or condominium association documents, applicable thereto either by master instrument or individually recorded instruments. Such documents may vary as to different parts of the Properties in accordance with the Declarant's General Land Plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties are made subject to such specific documents, such land shall be subject to both the specific documents and this Declaration. The Association shall have the power to enforce all restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 1 shall require the Declarant to impose uniform restrictions, or to impose restrictions of any kind on all or any part of the Properties.

Section 2. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of, or attempting to violate, the provisions of this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, for all trial and appellate proceedings incurred by the party enforcing the provisions of this agreement. Declarant shall not be obligated to enforce this Declaration and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself.

Section 3. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot, Unit or Parcel Owners. Any amendment must be recorded. For so long as the Declarant owns any Lot, Unit or Parcel in the properties, any amendment of this Declaration must be approved in writing by the Declarant.

Section 5. EXCEPTION.

A. Anything in this Declaration to the contrary notwithstanding, if any amendment to this Declaration is required at any time by an institutional mortgagee, such as bank, savings and loan association or insurance company, or any governmental agency, or the Federal Housing Administration (FHA), or the Veterans Administration (VA), such amendment shall be effective upon recording of such amendment, as executed by the Declarant, in the Public Records of Lee County, Florida, without the necessity of the approval or joinder of any other Owners, or the Association. No such amendment may adversely affect the lien or priority

of any institutional first mortgagee recorded prior to the amendment.

B. Until the completion of the contemplated improvements on the Properties, and closing of all Lot, Unit or Parcel sales, the Declarant specifically reserves the right, without the joinder of any person or other legal entity, to make amendments to this Declaration and its exhibits or in the plan of development, as may be required by any lender, governmental authority, or, as may in Declarant's sole judgment, be necessary or desirable. This paragraph shall take precedence over any other provision of this Declaration or its attachments. No such amendment shall be effective to impair the security or priority of an institutional first mortgagee.

C. Any amendment which affects the surface water management system, including the water management portions of the Common Area, must have the prior approval of the South Florida Water Management District.

Section 6. INTERPRETATION. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE IX EASEMENTS

Section 1. Each Lot, Unit or Parcel and the Common Area shall be subject to existing easements for public utilities purposes (including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service), and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Lot, Unit or Parcel or the Common Area in furtherance of such easements. The easement areas contained in any Lot, whether or not shown on any plat, shall at all times be properly maintained by the Lot Owner whether or not the utility company properly maintains the easement area.

Section 2. The Declarant reserves the right, for itself and its designee (so long as Declarant or said designee owns a Lot, Unit or Parcel) and for the Board of Directors of the Association, without joinder or consent of any person or entity whatsoever, to grant such additional easements, including, but not limited to, irrigation, wells and pumps, cable television, television antennas, electric, gas, water or other utility easement, or to relocate any existing utility easement in any portion of the property as the Declarant, its designee, or the said Board of Directors shall deem necessary or desirable for the proper operation and maintenance of the property, or any portion thereof, or for the general health or welfare of the Lot, Unit or Parcel Owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot, Unit or Parcels for permitted purposes.

Section 3. Declarant retains for itself, its successors in interest, agents, employees and assigns, a non-exclusive easement for ingress and egress over and across all streets, roadways, the Common Area, driveways and walkways that may from time to time exist on the Properties.

ARTICLE X USE RESTRICTIONS

Section 1. MODEL HOMES. No trade, business, profession or other type of commercial activity shall be carried on upon any

Lot, Unit or Parcel, except that real estate brokers, owners, and their agents may show Lots, Units or Parcels, for sale or lease. Every person, firm or corporation purchasing a Lot, Unit or Parcel recognizes that the Declarant, its agents and designated assigns, shall have the right to (1) use Lots, Units or Parcels, and improvements erected thereon, for sales offices, field construction offices, storage facilities and general business offices, (2) maintain fluorescent-lighted or spotlighted model homes which are open to the public for inspection seven (7) days per week for such hours as the Declarant deems appropriate or necessary, and (3) conduct any other activities on any Lot, Unit or Parcel to benefit sales efforts. This restriction shall not apply to any portion of the Properties that is for commercial use, designated by the Declarant for commercial use and upon which commercial structures are or will be constructed.

Section 2. USE OF ACCESSORY STRUCTURES. No tent, shack, barn, utility shed or other buildings, other than the dwelling and its required garage, shall, at any time, be erected on a Lot, Unit or Parcel and used temporarily or permanently as a residence or for any other purpose, except temporary buildings, offices or facilities used by Declarant, builders or contractors, with the written approval of the Declarant. This restriction shall not apply to any portion of the Properties that is for commercial use, designated by the Declarant for commercial use and upon which commercial structures are or will be constructed.

Section 3. MAINTENANCE OF IMPROVEMENTS. Each Lot, Unit or Parcel Owner shall maintain in good condition and repair all improvements constructed upon his Lot, Unit or Parcel by the Declarant, including, without limitation, the residential dwelling. No Owner, after acquiring title from Declarant, SHALL CHANGE THE EXTERIOR COLOR OF THE DWELLING ON HIS LOT, UNIT OR PARCEL, including the roof thereof, without the prior written approval of the Board of Directors of the Association.

Section 4. STORAGE; CLOTHES HANGING. No Lot, Unit or Parcel shall be used for the storage of rubbish. Outside clothes hanging devices on a Lot, Unit or Parcel shall not be permitted.

Section 5. LOT UP KEEP. After acquiring title from Declarant, all Owners of Lots, Units or Parcels whether or not improved by a dwelling, shall, as a minimum, keep the grass regularly cut and all trash and debris removed.

Section 6. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, Unit or Parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobile or other vehicle mechanical repairs or like activity shall be conducted on any Lot, Unit or Parcel other than in a garage and concealed from public view.

Section 7. LAWNS. Each Lot, Unit or Parcel acquired from the Declarant on which there is a completed dwelling shall be maintained in a neat condition by the owner thereof. In this context, the words "Lot", "Unit" or "Parcel" shall include that portion of property from the boundary of the Lot, Unit or Parcel to the adjacent paved road surface. "Neat" shall require, at a minimum, that the lawn be regularly cut and fertilized and that mulched areas be regularly remulched and kept weeded so its appearance is in harmony with the neighborhood. All Lots, Units or Parcels must have grassed front lawns and grassed or mulched side and rear lawns. No gravel or similar type lawns are permitted.

Section 8. FAILURE TO MAINTAIN. If the Owner of a Lot, Unit or Parcel shall fail to maintain his Lot, Unit or Parcel as required, either the Declarant or the Association, after giving such Owner at least ten (10) days written notice, shall be authorized to undertake such maintenance at the Owner's expense.

Entry upon an Owner's Lot, Unit or Parcel for such purpose shall not constitute a trespass. If such maintenance is undertaken by the Association or Declarant, the charge therefor shall be secured by a lien on the Lot, Unit or Parcel.

Section 9. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that cats, dogs and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes or become a nuisance to the neighborhood. No person owning or in custody of an animal shall allow it to stray or go upon another's Lot or property without the consent of the Owner of such Lot or property. All animals shall be on a leash when outside the Owner's Lot.

Section 10. SIGNS. No signs shall be displayed on Lots, with the exception of a maximum of one (1) "For Sale" or "For Rent" sign not exceeding 36" x 24" in size. Notwithstanding anything to the contrary herein, Declarant shall have the exclusive right to maintain signs of any type and size on Lots and Parcels which it owns and on the Common Area, in connection with its development and sale of Lots, Units or Parcels.

Section 11. WATER RETENTION AREAS. Each Owner of a Lot which borders a water retention area shall maintain any portion thereof as may be within the boundary of his Lot. Such maintenance shall include removal of aquatic weeds and debris. Swimming or bathing in water retention areas shall be prohibited. Docks or other structures may not be erected in water retention areas without the prior written consent of the Board of Directors. All other uses of water retention areas shall be subject to the prior written approval of the Board of Directors, and such rules and regulations as the Board of Directors may adopt from time to time.

Section 12. VEHICLES. Recreational vehicles, boat trailers, campers and travel trailers may be parked, however, only in an area designated specifically for that purpose. No vehicle shall be parked within the Properties except on a paved parking surface, driveway or within a specifically designated area.

ARTICLE XI ARCHITECTURAL CONTROL

No exterior change or modification shall be made to any residential dwelling constructed by the Declarant on a Lot, Unit or Parcel, nor shall any fences, walls, structures or improvements be added to a Lot, Unit or Parcel after it has been conveyed by the Declarant, until the plans and specifications showing the nature, kind, shape, height, materials and color to be used on the exterior, and location of the same, shall have been submitted to and approved in writing by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No approval shall be given by the Board of Directors or its designated committee pursuant to the provisions of this Article unless it determines, in its sole discretion, that such approval shall (1) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Properties; (2) protect and conserve the value and desirability of the Properties as a residential

community; (3) be consistent with the provisions of this Declaration; and (4) conform to or enhance, in the sole opinion of the Board or its designated committee, the aesthetic appearance of the Properties. Neither the Association, the Board nor any member of the Board or its designated committee, shall have any liability to anyone by reason of any acts or action taken in good faith pursuant to this Article.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28th day of March, 1984.

Signed, sealed and delivered
in the presence of:

Thomas A. Ross

U.S. HOME CORPORATION
Lee/Collier Division

BY: K O L
Division President

Cheryl Sharp

Attest: Barbara L. Seltzer
Division Secretary

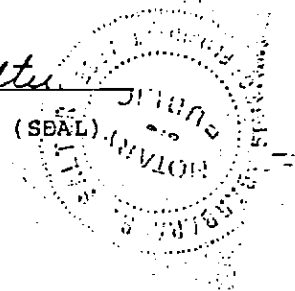
STATE OF FLORIDA

COUNTY OF LEE

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared GUSTAVO HEYNA and SUSAN LATKOVICH, as Division President and Division Secretary, respectively, of U.S. HOME CORPORATION, to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at LEE said County and State, this 28th day of MARCH, 1984.

Barbara L. Seltzer
Notary Public



My Commission Expires:

8-16-85

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 16 1985
BONDED THRU GENERAL INS. UNDERWRITERS

ARTICLES OF INCORPORATION

OF

CROSS CREEK OF FORT MYERS COMMUNITY ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of the State of Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I
NAME

The name of the Corporation is CROSS CREEK OF FORT MYERS COMMUNITY ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II
ADDRESS

The principal office of the Association is located at 1901 College Parkway, Fort Myers, Florida 33907.

ARTICLE III
REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association shall be 1901 College Parkway, Fort Myers, Florida 33907. The name of the Association's initial registered agent at such address shall be Gustavo Hevia.

Agency Accepted:

By: *GH* ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within the property described on Exhibit A attached hereto and made a part hereof by reference, herein called the "Properties", and any additions thereto as may hereafter be brought within the jurisdiction of the Association. The purposes of this Association shall include, without limitation of the foregoing, the maintenance of the Common Area and certain other land within the Properties, and carrying out, enforcing and otherwise fulfilling its rights and responsibilities under and pursuant to that certain Master Declaration of Covenants, Conditions and Restrictions for CROSS CREEK OF FORT MYERS now or hereafter recorded among the Public Records of Lee County, Florida, and any amendments or modifications thereof, herein together called the "Declaration". The recording of a Supplement to the Declaration from time to time pursuant to Article VII of the Declaration for the purpose of adding additional land shall automatically, and without need of amendment to these Articles of Incorporation or approval or consent of the Association or its members, bring such additional land within the jurisdiction of the Association, and such additional land shall be included within the term "Properties". Any amendment to the Articles of Incorporation filed to reflect such additional land shall not require consent or approval of the members of the Association but shall be executed by the President and Secretary of the Association. The Association is empowered to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the property and recorded or to be recorded in the Public Records of Lee

County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the Properties of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area, including roadways, to any public agency, authority or utility: No such dedication or transfer shall be effective unless an instrument has been signed by a majority of the Board of Directors agreeing to such dedication, sale or transfer;

(f) Grant easements as to the Common Area to public and private utility companies including cable television, and to public bodies or governmental agencies or other entities or persons, with or without cost or charge at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto;

(g) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or any additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(h) Annex additional real property in accordance with the provisions of the Declaration, with such annexations, when completed in accordance with the provisions of the Declaration, extending the jurisdiction, function, duties, and membership of the Association to the real property thereby annexed;

(i) From time to time adopt, alter, amend and rescind reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation;

(j) Contract for the maintenance and management of the Common Area and to authorize a management agent to assist the Association in carrying out its powers and duties under the Declaration;

(k) Open all or any portion of the Common Area, including, and in particular, the golf course or courses; and

(l) Have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit

Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V
MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot, Unit or Parcel which is subject to the provisions of the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot, Unit or Parcel is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one (1) such Lot, Unit or Parcel shall be entitled to one (1) membership for each Lot, Unit or Parcel owned by him. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot, Unit or Parcel which is subject to the provisions of the Declaration, but shall be automatically transferred by the conveyance of that Lot, Unit or Parcel. U.S. HOME CORPORATION, herein called the "Declarant", shall be a member of the Association so long as it owns one (1) or more Lots, Units or Parcels.

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership: Class A and Class B. All votes shall be cast in the manner provided in the By-Laws. When more than one person or entity holds an interest in any Lot, Unit or Parcel, the vote for such Lot, Unit or Parcel shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot, Unit or Parcel, nor shall any split vote be permitted with respect to such Lot, Unit or Parcel. The two classes of voting memberships and voting rights related thereto are as follows:

(a) Class A. Class A members shall be all Owners of Lots, Units and Parcels subject to assessment; provided, however, so long as there is Class B membership, the Declarant shall not be a Class A member. The voting rights appurtenant to Class A Lots, Units and Parcels shall be as follows:

1. Lots. Owners of Class A Lots shall be entitled to one (1) vote for each Lot owned.
2. Units. Owners of Class A Units shall be entitled to one (1) vote for each Unit owned.
3. Parcels. The Owner of a Class A Parcel designated on the General Land Plan for use for single-family detached homes shall be entitled to four (4) votes per acre. The Owner of a Class A Parcel designated on the General Land Plan for use for attached homes or condominiums shall be entitled to eight (8) votes per acre. Upon platting or the submission of such Parcel to condominium ownership, any portion so platted or submitted shall cease being a Parcel.

(b) Class B. The Class B member shall be the Declarant. Class B Lots, Units and Parcels shall be all Lots, Units and Parcels owned by the Declarant which have not been converted to Class A as provided below. The voting rights appurtenant to the Class B Lots, Units and Parcels shall be as follows:

1. Lots. The Declarant shall be entitled to three (3) votes for each Class B Lot which it owns.
2. Units. The Declarant shall be entitled to three (3) votes for each Class B Unit which it owns.
3. Parcels. The Declarant shall be entitled to thirty-six (36) votes per acre for each Class B Parcel designated on the General Land Plan for single-family detached homes. The Declarant shall be entitled to seventy-two (72) votes per acre for each Class B Parcel designated on the General Land Plan for attached homes or condominiums.

(c) Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots, Units and Parcels then subject to the terms of this Declaration shall become Class A Lots, Units and Parcels upon the happening of any of the following event, whichever occurs earlier:

1. Then the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
2. On December 31, 2007, or
3. When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant pursuant to Article VII hereof, such additional land shall automatically be and become Class B Lots, Units or Parcels, as appropriate. In addition, if following such addition of land, the total votes allocable to all Lots, Units and Parcels then owned by the Declarant (calculated as if all such Lots, Units or Parcels are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class A Lots, Units and Parcels owned by the declarant shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if occurrence 2 or 3 above shall have taken place.

(d) Computation. Where votes of a Class A or Class B member are determined by the acreage in a Parcel, the votes shall be calculated by multiplying the acreage of the Parcel by the number of votes per acre and rounding to the nearest whole number. For example, if a Class A Parcel designated for use as single-family detached homes shall contain 24.3 acres, the Class A Owner shall be entitled to ninety-seven (97) votes. Acreage shall be as determined in good faith by the Secretary of the Association as provided in the By-Laws.

(e) Quorum. Except as otherwise expressly required by the Declaration, the presence at a meeting of members, either in person or by proxy, of those entitled to cast at least one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action.

ARTICLE VII BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Names</u>	<u>Addresses</u>
Gustavo Hevia	1901 College Parkway Fort Myers, Florida 33907
Gary Haines	1901 College Parkway Fort Myers, Florida 33907
Sam Crimaldi	1901 College Parkway Fort Myers, Florida 33907

At the first annual meeting, the members shall elect one third (1/3) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of two (2) years, and one-third (1/3) of the directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect one-third (1/3) of the directors for a term of three (3) years.

ARTICLE VIII OFFICERS

The affairs of the Association shall be administered by the Officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the members of the Board of Directors.

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Names</u>	<u>Addresses</u>
Gustavo Hevia	1901 College Parkway Fort Myers, Florida 33907
Gary Haines	1901 College Parkway Fort Myers, Florida 33907
Sam Crimaldi	1901 College Parkway Fort Myers, Florida 33907

ARTICLE IX BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a part or to which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XI DISSOLUTION

The Association may be dissolved with the assent, given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to

any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XII
DURATION

The corporation shall exist perpetually.

ARTICLE XIII
AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds (2/3) of the total votes cast at any regular or special meeting of the membership duly called and convened.

ARTICLE XIV
SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>Names</u>	<u>Addresses</u>
Gustavo Hevia	1901 College Parkway Fort Myers, Florida 33907
Gary Haines	1901 College Parkway Fort Myers, Florida 33907
Sam Crimaldi	1901 College Parkway Fort Myers, Florida 33907

ARTICLE XV
INTERPRETATION

Express reference is hereby made to the terms, provisions, definitions, and rules of interpretation contained in the Declaration where necessary to interpret, construe and clarify the provisions of these Articles. In subscribing and filing these articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles of Incorporation and of the Declaration be interpreted, construed, and applied so as to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribers of the Association, have executed these Articles of the Incorporation this 28th day of MARCH, 1984.

856
SBCrimaldi
[Signature]

STATE OF FLORIDA

COUNTY OF LEE

BEFORE ME, the undersigned authority, personally appeared Gustavo Hevia, Gary Haines and Sam Crimaldi, who after being first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of March, 1984.

Barbara L. Butler
Notary Public (SEAL)

My Commission Expires:

8-16-85

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 16 1985
BONDED THRU GENERAL INS. UNDERWRITERS

OF

CROSS CREEK OF FORT MYERS COMMUNITY ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is CROSS CREEK OF FORT MYERS COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be 1901 College Parkway, Suite B, Fort Myers, Florida 33907, but meetings of members and directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to CROSS CREEK OF FORT MYERS COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Master Declaration of Covenants, Conditions and Restrictions for CROSS CREEK OF FORT MYERS, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including the improvements hereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Unit or Parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include U.S. HOME CORPORATION.

Section 6. "Declarant" shall mean and refer to U.S. HOME CORPORATION, its successors and assigns, as provided in the Declaration.

Section 7. "Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for CROSS CREEK OF FORT MYERS applicable to the Properties recorded in the Public Records of Lee County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 9. "Unit" shall mean and refer to a condominium parcel as that term is defined in Chapter 718, Florida Statutes (1980), pursuant to a recorded declaration of condominium.

Section 10. "Parcel" shall mean and refer to any part of the Properties other than Common Area, Lots, Units, dedicated streets and roads and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat is filed of record or for which a declaration of condominium is filed of record shall, as to such portion, cease being a Parcel, or part thereof, and shall become Lots, or Units as appropriate.

Section 11. All other terms defined in the Declaration shall have the same meaning when used herein.

ARTICLE III MEETING OF MEMBERS

Section 1. ANNUAL MEETINGS. The first annual meeting of the members shall be held within the first quarter-year after one (1) year from the date of incorporation of the Association and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday or Saturday or Sunday, the meeting will be held on the first day following which is not a legal holiday, Saturday or Sunday.

Section 2. SPECIAL MEETINGS. Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. NOTICE OF MEETINGS. Written notice of each meeting of the members shall be given by or at the direction of the Secretary or person authorized to call the meeting. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

(a) Notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of Article VI of the Declaration shall be given to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting either by mailing a copy of such notice, addressed to the member's address last appearing on the books of the Association for the purpose of notice, or by delivering the same to the member's address.

(b) Notice of all other meetings shall be given at least fifteen (15) days in advance to each member, either by mailing or delivering a copy of such notice, addressed to the member's address last appearing on the books of the Association, or by delivering the same to the member's address.

(c) Delivery of notice pursuant to subsection (a) or (b) to any co-owner of a Lot, Unit or Parcel shall be effective upon all such co-owners of such Lot, Unit or Parcel, unless a co-owner has requested the Secretary in writing that notice be given such co-owner and furnished the Secretary with the address to which such notice may be delivered by mail.

Section 4. QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. PROXIES. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot, Unit or Parcel.

Section 6. MAJORITY VOTE. The acts approved by a majority of the votes cast, either in person or by proxy, at a meeting at which a quorum is established shall constitute the acts of the

the members, except when approval by a greater or different voting majority is required by the Declaration, the Articles of Incorporation or these By-Laws.

Section 7. VOTING MEMBERS. If a Lot, Unit or Parcel is owned by one person, his right to vote shall be established by the record title to the Lot, Unit or Parcel. If a Lot, Unit or Parcel is owned by a corporation, the officer, agent or employee thereof entitled to cast the vote of the corporation therefor shall be designated in a certificate for this purpose signed by the president or a vice president and filed with the Secretary of the Association; provided, however, that with regard to any Lots, Units or Parcels owned by U.S. HOME CORPORATION such certificate is sufficient if signed by any division president or division vice president thereof. Except as hereafter provided with regard to a Lot, Unit or Parcel owned jointly by a husband and wife, if a Lot, Unit or Parcel is owned by more than one (1) person, the person entitled to cast the vote therefor shall be designated in a certificate signed by all of the record owners of the Lot, Unit or Parcel and filed with the Secretary. The person designated in a certificate pursuant to this Section who is entitled to cast the vote for a Lot, Unit or Parcel, as well as any sole owner of a Lot, Unit or Parcel, shall be known as the "voting member". Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Lot, Unit or Parcel concerned. If a Lot, Unit or Parcel is owned jointly by husband and wife, the following four provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose the right to vote on that subject at that meeting.

(c) If they do not designate a voting member and only one is present at a meeting, the person present may cast the vote, just as though he or she owned the Lot, Unit or Parcel individually and without establishing the concurrence of the absent person.

(d) If either or both are present at a meeting, the Lot, Unit or Parcel shall be counted as present for the purpose of determining a quorum.

Section 8. WAIVER OF NOTICE. Any Owner may waive notice of any annual or special meeting of members by a writing signed either before, at or after such meeting. Attendance by an Owner or his designated voting member at a meeting shall also constitute a waiver of the time, place and purpose of the meeting.

Section 9. DETERMINATION OF MEMBERSHIP. For the purpose of determining the person entitled to notice under any provision of these By-Laws, the Articles of Incorporation, or the Declaration, and for the purpose of determining those persons entitled to vote at any meeting of the Association, membership shall be as shown on the books of the Association as of a date set by the Board of Directors, which date shall not be more than sixty (60) days prior to the date of such notice or of such meeting. If the Board of Directors fails to establish such a date, membership shall be as shown on the books of the Association on the sixtieth (60th) consecutive calendar day prior to the date of such notice or of such meeting.

Section 10. CALCULATIONS. All determinations as to acreage calculations for voting or assessment purposes shall be made by the Secretary in good faith, based upon such information as is available to the Association. The Owner of any Parcel shall provide the Secretary with either a surveyor's or engineer's certification under seal of the acreage contained within such

Parcel, unless the Board of Directors permits other evidence thereof. In the event the Owner of a Parcel or any other member shall dispute the acreage contained within a Parcel, it shall be incumbent upon such member to convincingly establish the actual acreage thereof.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. NUMBER. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) directors, who need not be members of the Association.

Section 2. TERM OF OFFICE. At the first annual meeting, the members shall elect one-third (1/3) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of two (2) years, and one-third (1/3) of the directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect one-third (1/3) of the directors for a term of three (3) years. A director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve.

Section 3. REMOVAL. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board of directors, even though less than a quorum, and shall serve for the unexpired term of his predecessor.

Section 4. COMPENSATION. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. ACTION TAKEN WITHOUT A MEETING. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more other persons. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. ELECTION. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held at least annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) directors after not less than three (3) days notice to each director.

Section 3. QUORUM. A majority of the number of directors present in person or by proxy shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present in person or by proxy at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. WAIVER OF NOTICE. Notwithstanding any provision of these By-Laws as to notice, a director may waive notice of any meeting either before, at or after such meeting. Attendance at a meeting by a director shall also act as waiver of notice thereof.

Section 5. ADJOURNED MEETING. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 6. JOINDER OF MEETING BY APPROVAL OF MINUTES. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum and the action taken, and shall also constitute a waiver of notice as to such meeting.

ARTICLE VII OWNERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWERS. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the Common Area, including all recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties, rights and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) Employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties; and

(e) Authorize the execution of any easement as provided in Article IV of the Articles of Incorporation, or other assignment, conveyance or transfer of property of the Association, real, personal or mixed, except where member consent or approval is expressly required by the terms of the Declaration, the Articles of Incorporation or these By-Laws.

Section 2. DUTIES. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot, Unit or Parcel at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area, other land and improvements, for which the Association is obligated for maintenance by the Declaration, to be maintained; and

(h) Perform such other functions and duties as may be provided by the Declaration or the Articles of Incorporation and not expressly reserved to the members.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICERS. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Officers need not be members of the Association.

Section 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. TERM. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. MULTIPLE OFFICES. The offices of Secretary and Treasurer may be held simultaneously by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES. The duties of the officers are as follows:

(a) PRESIDENT. The President shall preside at all meetings of the Board of Directors shall see that orders and resolutions of the Board are carried out and shall sign all leases, mortgages, deeds and other written instruments.

(b) VICE PRESIDENT. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) SECRETARY. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as required by the Board.

(d) TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of such to the members.

Section 9. DUTIES FULFILLED BY MANAGER. The Secretary and Treasurer may either or both be assisted in their duties by a manager employed by the Association to the extent authorized by the Board of Directors. If such a manager is employed, the manager may have custody of such books of the Association as the Board of Directors determines necessary or appropriate.

ARTICLE IX
COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws, and an Architectural Control Committee, as provided in the Declaration of Covenants, Conditions and Restrictions. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common Area or abandonment of his Lot, Unit or Parcel.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:

CROSS CREEK OF FORT MYERS COMMUNITY ASSOCIATION, INC.
"NOT FOR PROFIT"
1984

The Association may use the before described Seal, a common seal, or any facsimile thereof.

ARTICLE XII
AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members, by vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 3. These By-Laws may be amended as delineated in Article VII, Section 5, of the Declaration.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of March and end on the last day of February of every year, except that the first fiscal year shall begin on the date of incorporation.

The foregoing was adopted as the By-Laws of CROSS CREEK OF FORT MYERS COMMUNITY ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 28th day of March, 1984.

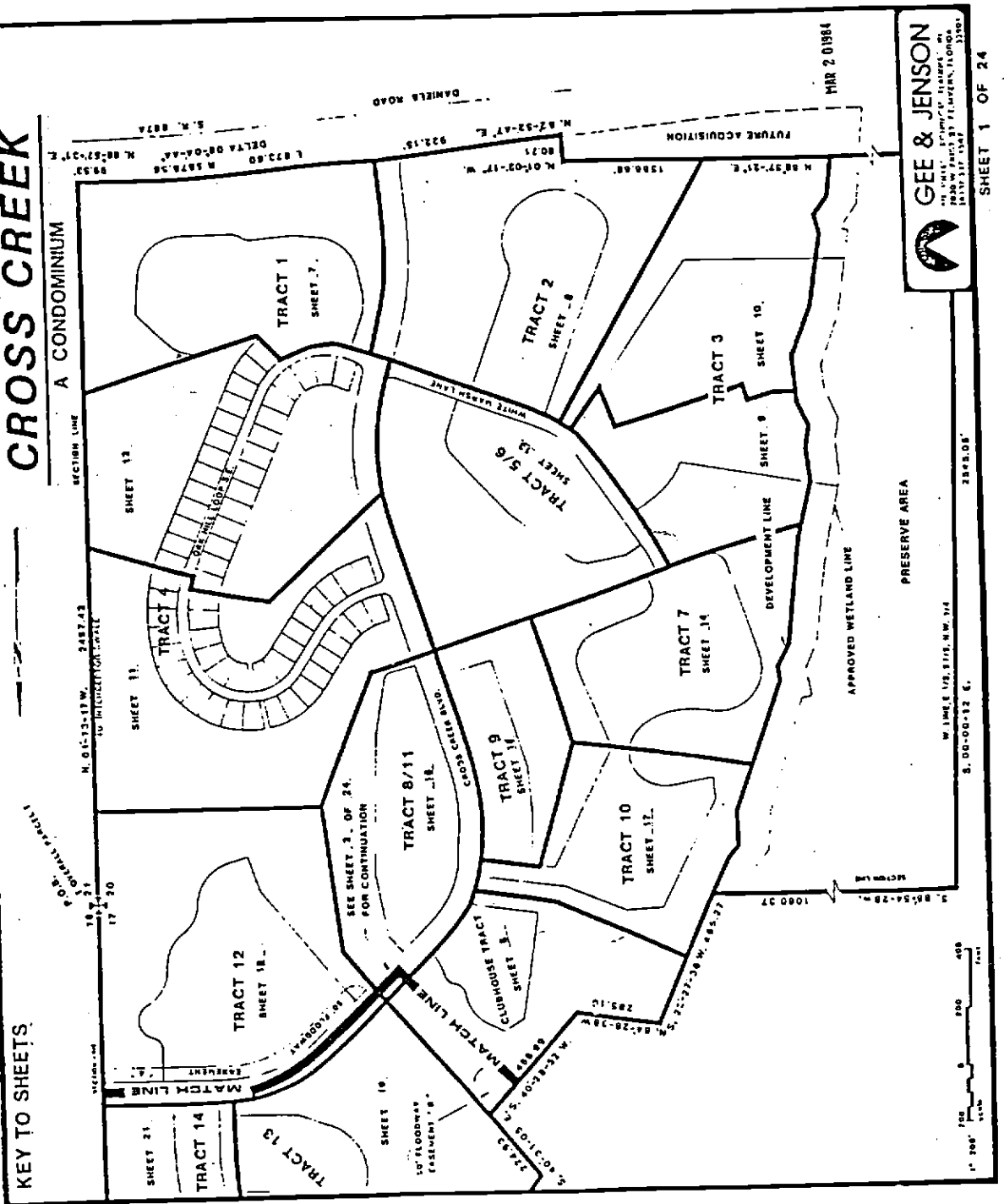
CROSS CREEK OF FORT MYERS
COMMUNITY ASSOCIATION, INC.

BY: Samuel J. Oswald
Secretary

CROSS CREEK

A CONDOMINIUM

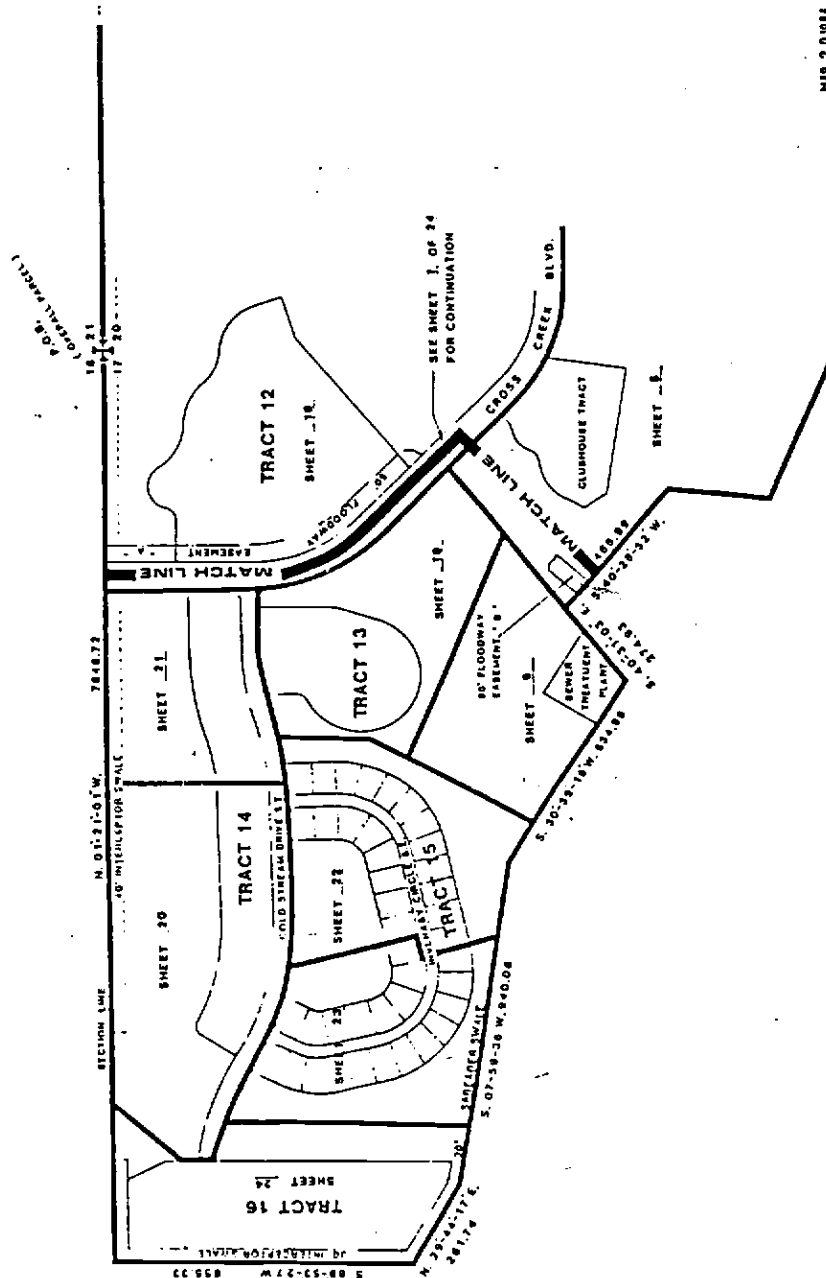
KEY TO SHEETS



CROSS CREEK

A CONDOMINIUM

KEY TO SHEETS



MAR 20 1988



SHEET 2 OF 24



LEGAL DESCRIPTION
ENTIRE PARCEL OF LAND

A parcel of land in Section 17 and 20, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of Section 20; thence North 01°-21'-01" West for 2,646.72 feet to the East quarter (E 1/4) corner of said Section 17; thence South 88°-53'-27" West along the quarter (1/4) Section line for 855.33 feet; thence South 29°-44'-17" West for 261.74 feet; thence South 07°-59'-37" West for 940.06 feet; thence South 30°-59'-16" West for 634.98 feet; thence South 40°-31'-05" East for 274.93 feet; thence South 40°-28'-52" West for 466.99 feet; thence North 84°-28'-38" West for 285.10 feet; thence South 22°-27'-36" West for 465.27 feet to the North line of Section 20 being common to Section 17 and 20; thence South 88°-54'-28" West along said North line of Section 20, for 1,060.37 feet to the West line of the East Half (E. 1/2) of the East Half (E. 1/2) of the Northwest Quarter (N.W. 1/4) of Section 20; thence South 00°-00'-12" East along aforesaid West line for 2,545.05 feet; thence North 88°-57'-31" East for 1,566.68 feet; thence South 01°-02'-29" East for 80.71 feet to the Northerly right-of-way line of Daniels Road (S.R. 867A); thence North 82°-52'-47" East along said Northerly right-of-way line of Daniels Road for 922.15 feet to a point of curvature; thence along the arc of said curve and said Northerly right-of-way line of Daniels Road to the right having a radius of 5,879.58 feet, a central angle of 06°-04'-44" feet for an arc distance of 623.80 feet to a point of tangency; thence North 88°-57'-31" East along said Northerly right-of-way line of Daniels Road for 99.53 feet to the intersection of the East line of said Section 20; thence North 01°-13'-17" West along the East line of said Section 20, and leaving said Northerly right-of-way line of Daniels Road for 2,497.43 feet to the Northeast corner of Section 20, the Point of Beginning.

Containing 266.30 acres more or less.

Bearings herein above are based on the North line of Section 20 being North 88°-54'-28" East.

LEGAL DESCRIPTION

PRESERVED COMMON AREA

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida, said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 88°-54'-28" West along the North line of said Section 20 for a distance of 2,091.48 feet to the Point of Beginning of the herein described parcel of land; thence continue along the following courses; South 21°-48'-35" West for a distance of 141.62 feet; South 34°-51'-57" West for a distance of 58.84 feet; South 02°-12'-31" East for a distance of 112.51 feet; South 17°-22'-09" West for a distance of 474.76 feet; South 03°-47'-36" East for a distance of 55.31 feet; South 21°-07'-27" West for a distance of 95.17 feet; South 06°-44'-08" West for a distance of 126.66 feet; South 05°-04'-55" West for a distance of 228.15 feet; South 10°-18'-21" West for a distance of 219.46 feet; South 07°-26'-44" East for a distance of 112.36 feet; South 05°-44'-07" West for a distance of 65.91 feet; South 24°-32'-48" East for a distance of 102.99 feet; South 06°-54'-47" East for a distance of 119.63 feet; South 18°-33'-26" West for a distance of 202.47 feet; South 06°-59'-41" West for a distance of 271.21 feet; South 14°-21'-43" East for a distance of 46.85 feet; South 28°-24'-17" West for a distance of 76.48 feet; South 05°-02'-15" West for a distance of 132.28 feet; South 88°-57'-31" West for a distance of 100.57 feet; North 05°-02'-15" East for a distance of 163.61 feet; North 28°-24'-17" East for a distance of 97.16 feet; North 66°-26'-17" West for a distance of 25.00 feet; North 06°-59'-41" East for a distance of 281.31 feet; North 18°-33'-26" East for a distance of 190.00 feet; North 06°-54'-47" West for a distance of 81.52 feet; North 24°-32'-48" West for a distance of 114.54 feet; North 05°-44'-07" East for a distance of 81.42 feet; North 07°-26'-44" West for a distance of 116.43 feet; North 10°-18'-21" East for a distance of 230.97 feet; North 05°-04'-55" East for a distance of 226.03 feet; North 06°-44'-08" East for a distance of 139.27 feet; thence North 21°-07'-27" East for a distance of 85.70 feet; North 03°-47'-36" West for a distance of 102.99 feet; North 58°-58'-56" East for a distance of 27.77 feet; North 17°-22'-09" East for a distance of 407.78 feet; North 02°-12'-31" West for a distance of 128.79 feet; North 34°-51'-57" East for a distance of 120.92 feet; North 66°-43'-48" East for a distance of 128.83 feet to the Point of Beginning.

Containing 5.99 acres, more or less.

Bearings shown herein are based on the North line of said Section 20 being North 88°-54'-28" East.

LEGAL DESCRIPTION
OF PRESERVE AREA
WEST OF DEVELOPMENT LINE

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 88°-54'-28" West along the North line of said Section 20 for 2,091.48 feet to the Point of Beginning of the herein described parcel of land; thence continue along the following courses and distances:

- (1) South 21°-48'-35" West 141.62 feet
- (2) South 34°-51'-57" West 58.84 feet
- (3) South 02°-12'-31" East 112.51 feet
- (4) South 17°-22'-09" West 474.76 feet
- (5) South 03°-47'-36" East 55.31 feet
- (6) South 21°-07'-27" West 95.17 feet
- (7) South 06°-44'-08" West 126.66 feet
- (8) South 05°-04'-55" West 228.15 feet
- (9) South 10°-18'-21" West 219.46 feet
- (10) South 07°-26'-44" East 112.36 feet
- (11) South 05°-44'-07" West 65.91 feet
- (12) South 24°-32'-48" East 102.99 feet
- (13) South 06°-54'-47" East 119.63 feet
- (14) South 18°-33'-26" West 202.47 feet
- (15) South 06°-59'-41" West 271.21 feet
- (16) South 14°-21'-43" East 46.85 feet
- (17) South 28°-24'-17" West 76.48 feet
- (18) South 05°-02'-15" West 132.28 feet
- (19) South 88°-57'-31" West 662.85 feet to the West line of the East half (E-1/2) of the East half (E-1/2) of the Northwest quarter (NW-1/4) of said Section 20; thence North 00°-00'-12" West along said West line for 2,545.05 feet to the North line of said Section 20; thence North 88°-54'-28" East along said North line for 1,060.37 feet to the Point of Beginning.

Containing 47.30 acres, more or less.

Bearings herein above are based on the North line of Section 20 being South 88°-54'-28" West.

LEGAL DESCRIPTION

FOR CYPRESS PRESERVE NUMBER 1

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida, said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 01°-13'-17" East along the East line of said Section 20 for a distance of 508.62 feet, thence South 88°-46'-43" West for a distance of 1,868.07 feet to the Point of Beginning of the herein described parcel of land; thence continue along the following courses:

South 32°-42'-06" West for a distance of 94.34 feet,
South 58°-53'-52" West for a distance of 176.49 feet,
North 76°-53'-47" West for a distance of 51.20 feet,
North 63°-39'-46" West for a distance of 55.46 feet,
North 60°-56'-05" West for a distance of 56.82 feet,
North 49°-57'-07" West for a distance of 64.66 feet,
South 81°-36'-22" West for a distance of 3.62 feet,
North 17°-22'-09" East for a distance of 167.69 feet,
South 68°-29'-49" East for a distance of 5.84 feet,
North 75°-03'-15" East for a distance of 51.92 feet,
North 88°-50'-13" East for a distance of 66.12 feet,
North 81°-28'-33" East for a distance of 186.33 feet,
South 19°-45'-55" East for a distance of 143.02 feet to the Point of Beginning.

Containing 1.97 acres, more or less.

Bearings shown herein are based on the North line of said Section 20 bearing North 88°-54'-28" East.

LEGAL DESCRIPTION

FOR CYPRESS PRESERVE NUMBER 2

A parcel of land lying in Section 17, Township 45 South, Range 25 East, Lee County, Florida, said parcel of land being more particularly described as follows:

Commencing at the Southeast corner of said Section 17; thence North 01°-21'-01" West along the East line of said Section 17 for a distance of 441.53 feet; thence South 88°-38'-59" West for a distance of 873.43 feet to the Point of Beginning of the herein described parcel of land; thence continue along the following courses:

North 31°-30'-15" West for a distance of 51.42 feet,
North 59°-34'-27" West for a distance of 51.66 feet,
North 51°-50'-34" West for a distance of 50.36 feet,
North 80°-45'-14" West for a distance of 61.61 feet,
North 51°-50'-34" West for a distance of 50.35 feet,
North 52°-58'-11" West for a distance of 50.49 feet,
North 65°-48'-24" West for a distance of 53.49 feet,
North 79°-12'-48" West for a distance of 60.47 feet,
South 62°-55'-41" West for a distance of 35.74 feet,
South 18°-26'-06" West for a distance of 24.60 feet,
South 29°-33'-34" West for a distance of 187.78 feet,
South 65°-48'-24" East for a distance of 53.49 feet,
South 49°-34'-22" East for a distance of 50.16 feet,
South 35°-54'-35" East for a distance of 50.64 feet,
South 16°-37'-51" East for a distance of 56.82 feet,
South 65°-48'-24" East for a distance of 53.49 feet,
South 29°-21'-29" East for a distance of 51.93 feet,
South 32°-35'-33" East for a distance of 51.20 feet,
North 45°-00'-00" East for a distance of 364.00 feet to the Point of Beginning.

Containing 2.73 acres, more or less.

Bearings shown herein are based on the South line of said Section 17 bearing North 88°-54'-28" East.

LEGAL DESCRIPTION

CYPRESS PRESERVE NUMBER 3

A parcel of land lying in Section 17, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the Southeast corner of said Section 17; thence North 01°-21'-01" West along the East line of said Section 17, for 1,943.48 feet to the Point of Beginning of the herein described parcel; thence South 88°-38'-59" West, for 40.00 feet; thence North 45°-00'-00" West, for 317.94 feet to a point on a curve which radial line bears North 69°-29'-45" West; thence Northerly along said curve to the left having a radius of 746.14 feet, central angle 14°-19'-58", for an arc distance of 186.65 feet; thence North 88°-53'-28" East, for 64.92 feet; thence North 63°-43'-29" East, for 118.35 feet; thence; North 88°-38'-59" East for 40.00 feet to the East line of said Section 17; thence South 01°-21'-01" East, for 459.74 feet to the Point of Beginning.

Containing 1.86 acres of land, more or less.

Bearings herein above are based on the South line of Section 17, being North 88°-54'-28" East.

LEGAL DESCRIPTION

CYPRESS PRESERVE NUMBER 4

A parcel of land lying in Sections 17 and 20, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 17; thence North 01°-21'-01" West along the East line of said Section 17 for a distance of 146.05 feet; thence South 88°-38'-59" West for a distance of 812.04 feet to the Point of Beginning of the herein described parcel of land; thence South 26°-33'-47" West for a distance of 87.98 feet; thence South 40°-59'-45" West for a distance of 100.24 feet; thence North 85°-04'-03" West for a distance of 45.48 feet; thence North 12°-00'-00" West for a distance of 120.37 feet to a point of curvature; thence Northwesterly along said curve to the left having a radius of 28.00 feet, a central angle of 18°-08'-34" for an arc distance of 8.87 feet to a point of reverse curvature; thence Northwesterly, Northerly and Northeasterly along said curve to the right having a radius of 50.00 feet, a central angle of 75°-08'-34" for an arc distance of 65.57 feet; thence North 45°-00'-00" East along the tangent to said curve for a distance of 33.53 feet to a point of curvature; thence Northeasterly, Easterly and Southeasterly along said curve to the right having a radius of 50.00 feet, a central angle of 101°-45'-01" for an arc distance of 88.79 feet; thence South 33°-15'-00" East along the tangent to said curve for a distance of 10.14 feet to a point of curvature; thence Southwesterly along said curve to the left having a radius of 100.00 feet, a central angle of 45°-36'-00" for an arc distance of 79.59 feet to a point of tangency from which the radius point bears South 11°-09'-00" West, also the Point of Beginning.

Containing 0.61 acres, more or less.

Bearings shown herein are based on the South line of Section 17 bearing North 88°-54'-28" East.

LEGAL DESCRIPTION

PHASE 1 - TRACT 3

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida, said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 01°-13'-17" East along the East line of said Section 20 for a distance of 1,622.42 feet; thence South 88°-46'-43" West for a distance of 1,652.18 feet to the Point of Beginning of the herein described parcel of land; thence South 33°-10'-00" West for a distance of 160.00 feet; thence North 26°-41'-31" West for a distance of 111.54 feet; thence South 78°-41'-24" West for a distance of 223.53 feet; thence South 49°-06'-42" West for a distance of 278.31 feet; thence North 40°-53'-18" West for a distance of 50.00 feet; thence South 49°-06'-42" West for a distance of 120.00 feet; thence North 71°-26'-34" West for a distance of 66.76 feet; thence North 18°-33'-26" East for a distance of 52.25 feet; thence North 06°-54'-47" West for a distance of 93.39 feet; thence North 83°-05'-13" East for a distance of 56.37 feet; thence North 49°-06'-42" East for a distance of 310.00 feet; thence North 08°-34'-13" East for a distance of 57.81 feet; thence South 81°-25'-47" East for a distance of 87.64 feet to a point of curvature from which the radius point bears South 69°-49'-37" East; thence Northeasterly along said curve to the right having a radius of 265.00 feet, a central angle of 34°-28'-26" for an arc distance of 159.45 feet; thence North 54°-38'-49" East along the tangent of said curve for a distance of 70.00 feet; thence South 35°-21'-11" East for a distance of 282.44 feet to a point of curvature; thence Southwesterly along said curve to the left having a radius of 275.00 feet, a central angle of 14°-31'-11" for an arc distance of 69.69 feet to the Point of Beginning.

Containing 3.78 acres, more or less.

Bearings shown herein are based on the North line of said Section 20 being North 88°-54'-28" East.

LEGAL DESCRIPTION

OF TRACT 3

OFF
REC 1760 PG 2459

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 01°-13'-17" East along the East line of said Section 20 for 1,622.42 feet; thence South 88°-46'-43" West for 1,652.18 feet to a point in a curve from which the radius point bears North 40°-07'-38" East, also the Point of Beginning; thence Northwesterly along said curve to the right having a radius of 275.00 feet, a central angle of 14°-31'-11" for an arc distance of 69.69 feet; thence North 35°-21'-11" West for 282.44 feet; thence South 54°-38'-49" West for 70.00 feet to a point of curvature; thence Southwesterly along a curve to the left having a radius of 265.00 feet, a central angle of 34°-28'-26" for an arc distance of 159.45 feet to a point from which the radius point bears South 69°-49'-37" East; thence continue along the following courses:

- (1) North 81°-25'-47" West for 440.30 feet
- (2) South 10°-18'-21" West for 23.07 feet
- (3) South 07°-26'-44" East for 112.36 feet
- (4) South 05°-44'-07" West for 65.91 feet
- (5) South 24°-32'-48" East for 102.99 feet
- (6) South 06°-54'-47" East for 119.63 feet
- (7) South 18°-33'-26" West for 202.47 feet
- (8) South 06°-59'-41" West for 160.36 feet
- (9) North 89°-28'-00" East for 444.06 feet
- (10) North 33°-10'-00" East for 689.60 feet to the Point of Beginning.

Containing 10.70 acres, more or less.

Bearings shown herein are based on the North line of Section 20 being South 88°-54'-28" West.

LEGAL DESCRIPTION

PHASE 2 - TRACT 3

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida, said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of said Section 20, thence South 01°-13'-17" East along the East line of said Section 20 for a distance of 1,622.42 feet; thence South 88°-46'-43" West for a distance of 1,652.18 feet to a point in a curve from which the radius point bears North 40°-07'-38" East; thence Northwesterly along said curve to the right having a radius of 275.00 feet, a central angle of 14°-31'-11" for an arc distance of 69.69 feet; thence North 35°-21'-11" West along the tangent to said curve for a distance of 282.44 feet; thence South 54°-38'-49" West for a distance of 70.00 feet to a point of curvature; thence Southwesterly along said curve to the left having a radius of 265.00 feet, a central angle of 34°-28'-26" for an arc distance of 159.45 feet; thence North 81°-25'-47" West for a distance of 87.64 feet to the Point of Beginning of the herein described parcel of land; thence South 08°-34'-13" West for a distance of 57.81 feet; thence South 49°-06'-42" West for a distance of 310.00 feet; thence South 83°-05'-13" West for a distance of 56.37 feet; thence North 06°-54'-47" West for a distance of 26.24 feet; thence North 24°-32'-48" West for a distance of 102.99 feet; thence North 05°-44'-07" East for a distance of 65.91 feet; thence North 07°-26'-44" West for a distance of 112.36 feet; thence North 10°-18'-21" East for a distance of 23.07 feet; thence South 81°-25'-47" East for a distance of 352.66 feet to the Point of Beginning.

Containing 1.61 acres, more or less.

Bearings shown herein are based on the North line of said Section 20 bearing North 88°-54'-28" East.

LEGAL DESCRIPTION

OFF
REC 1760 PC2461

PHASE 3 - TRACT 3

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida, said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 01°-13'-17" East along the East line of said Section 20 for a distance of 1,622.42 feet; thence South 88°-46'-43" West for a distance of 1,652.18 feet; thence South 33°-10'-00" West for a distance of 689.60 feet; thence South 89°-28'-00" West for a distance of 108.30 feet to the Point of Beginning of the herein described parcel of land; thence South 89°-28'-00" West for a distance of 335.76 feet; thence North 06°-59'-41" East for a distance of 160.36 feet; thence North 18°-33'-26" East for a distance of 150.22 feet; thence South 71°-26'-34" East for a distance of 66.76 feet; thence North 49°-06'-42" East for a distance of 120.00 feet; thence South 40°-53'-18" East for a distance of 50.00 feet; thence South 49°-06'-42" West for a distance of 74.41 feet; thence South 31°-09'-48" East for a distance of 265.78 feet; thence South 00°-32'-00" East for a distance of 41.83 feet to the Point of Beginning.

Containing 1.74 acres, more or less.

Bearings shown herein are based on the North line of said Section 20 bearing North 88°-54'-28" East.

LEGAL DESCRIPTION

PHASE 4 - TRACT 3

OFF
REC 1760 PC2462

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida, said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 01°-13'-17" East along the East line of said Section 20 for a distance of 1,622.42 feet; thence South 88°-46'-43" West for a distance of 1,652.18 feet; thence South 33°-10'-00" West for a distance of 160.00 feet to the Point of Beginning of the herein described parcel of land; thence South 33°-10'-00" West for a distance of 271.57 feet; thence North 56°-50'-00" West for a distance of 59.01 feet; thence South 79°-03'-36" West for a distance of 40.00 feet; thence North 10°-56'-24" West for a distance of 25.00 feet; thence South 79°-03'-36" West for a distance of 56.00 feet; thence North 10°-56'-24" West for a distance of 50.00 feet; thence North 67°-26'-52" West for a distance of 115.62 feet; thence North 40°-53'-18" West for a distance of 20.00 feet; thence North 49°-06'-42" East for a distance of 207.72 feet; thence North 78°-41'-24" East for a distance of 223.53 feet; thence South 26°-41'-31" East for a distance of 111.54 feet to the Point of Beginning.

Containing 1.81 acres, more or less.

Bearings shown herein are based on the North line of said Section 20 bearing North 88°-54'-28" East.

LEGAL DESCRIPTION

PHASE 5 - TRACT 3

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida, said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 01°-13'-17" East along the East line of said Section 20 for a distance of 1,622.42 feet; thence South 88°-46'-43" West for a distance of 1,652.18 feet; thence South 33°-10'-00" West for a distance of 431.57 feet to the Point of Beginning of the herein described parcel of land; thence South 33°-10'-00" West for a distance of 258.03 feet; thence South 89°-28'-00" West for a distance of 108.30 feet; thence North 00°-32'-00" West for a distance of 41.83 feet; thence North 31°-09'-48" West for a distance of 265.78 feet; thence North 49°-06'-42" East for a distance of 145.00 feet; thence South 40°-53'-18" East for a distance of 20.00 feet; thence South 67°-26'-52" East for a distance of 115.62 feet; thence South 10°-56'-24" East for a distance of 50.00 feet; thence North 79°-03'-36" East for a distance of 56.00 feet; thence South 10°-56'-24" East for a distance of 25.00 feet; thence North 79°-03'-36" East for a distance of 40.00 feet; thence South 56°-50'-00" East for a distance of 59.01 feet to the Point of Beginning.

Containing 1.76 acres of land, more or less.

Bearings shown herein are based on the North line of Section 20 bearing North 88°-54'-28" East.

LEGAL DESCRIPTION

OF TRACT 1

OFF
REC 1760 PC2464

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 01°-13'-17" East along the East line of said Section 20 for 2,037.53 feet; thence South 88°-46'-43" West for 182.41 feet to the Point of Beginning; thence North 47°-44'-00" West for 155.00 feet to a point of curvature; thence Northwesterly along a curve to the left having a radius of 110.00 feet, a central angle of 62°-16'-00" for an arc distance of 119.54 feet; thence South 70°-00'-00" West for 124.54 feet to a point of curvature; thence Northwesterly along a curve to the right having a radius of 51.05 feet, a central angle of 67°-31'-00" for an arc distance of 60.16 feet; thence North 42°-29'-00" West for 100.00 feet; thence Southwesterly along a curve to the right of which the last described line is radial thereto, having a radius of 266.61 feet, a central angle of 61°-29'-00" for an arc distance of 286.10 feet; thence South 19°-00'-00" West for 118.00 feet to a point of curvature; thence Southerly along said curve to the left having a radius of 150.00 feet, a central angle of 33°-42'-30" for an arc distance of 88.25 feet; thence South 14°-42'-30" East for 80.60 feet to a point of curvature; thence Southeasterly along said curve to the left having a radius of 143.00 feet, a central angle of 72°-32'-30" for an arc distance of 181.05 feet; thence South 87°-15'-00" East for 87.00 feet; thence North 85°-08'-38" East for 150.00 feet to a point of curvature; thence Easterly along said curve to the right having a radius of 60.00 feet, a central angle of 34°-49'-24" for an arc distance of 36.47 feet to a point of reverse curvature; thence along said curve to the left having a radius of 60.00 feet, a central angle of 31°-23'-02" for an arc distance of 32.87 feet; thence North 88°-35'-00" East for 166.00 feet to a point of curvature; thence Northeasterly along a curve to the left having a radius of 150.00 feet, a central angle of 85°-09'-34" for an arc distance of 222.95 feet; thence North 03°-25'-26" East for 130.00 feet to the Point of Beginning.

Containing 6.31 acres, more or less.

Bearings shown herein are based on the North line of said Section 20 bearing North 88°-54'-28" East.

LEGAL DESCRIPTION

OFF
REC 1760 PC2465

OF TRACT 2

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 01°-13'-17" East along the East line of said Section 20 for 1,764.99 feet; thence South 88°-46'-43" West for 1,318.61 feet to the Point of Beginning; thence North 71°-00'-00" West for 262.67 feet; thence South 19°-00'-00" West for 624.94 feet to a point of curvature; thence Southerly along said curve to the left having a radius of 109.23 feet, a central angle of 55°-02'-20" for an arc distance of 104.93 feet to a point of compound curvature; thence Southeasterly, Easterly, Northeasterly, Northerly and Northwesterly along said curve having a radius of 180.00 feet, a central angle of 165°-51'-08" for an arc distance of 521.04 feet to a point of reverse curvature; thence Northerly along said curve to the right having a radius of 95.00 feet, a central angle of 40°-53'-28" for an arc distance of 67.80 feet; thence North 19°-00'-00" East for 386.92 feet to the Point of Beginning.

Containing 4.69 acres, more or less.

Bearings herein are based on the North line of Section 20 being South 88°-54'-28" West.

1 of 1

EXH.A17

LEGAL DESCRIPTION

OFF
REC 1760 PC2466

TRACT 4

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 01°-13'-17" East along the East line of said Section 20 for 816.00 feet; thence South 88°-46'-43" West for 219.49 feet to a point of compound curvature from which the radius point bears South 71°-49'-43" West, also the Point of Beginning; thence Southerly along said curve to the right having a radius of 617.50 feet, a central angle of 40°-10'-17" for an arc distance of 432.94 feet; thence South 22°-00'-00" West for 610.92 feet to a point of curvature; thence Southwesterly along said curve to the right having a radius of 366.61 feet, a central angle of 25°-31'-00" for an arc distance of 163.27 feet; thence North 42°-29'-00" West along a radial line to said curve for 100.00 feet to a point in a curve concentric with the last mentioned curve; thence Southwesterly, Westerly and Northwesterly along said curve to the right having a radius of 266.61 feet, a central angle of 61°-29'-00" for an arc distance of 286.10 feet; thence North 71°-00'-00" West for 30.14 feet to a point of curvature; thence Northwesterly, Westerly and Southwesterly along said curve to the left having a radius of 30.00 feet, a central angle of 91°-50'-41" for an arc distance of 48.09 feet to a point in a curve from which the radius point bears South 72°-50'-41" East; thence Northeasterly along said curve to the right having a radius of 1,042.17 feet, a central angle of 02°-39'-54" for an arc distance of 48.47 feet; thence North 71°-00'-00" West for a distance of 5.00 feet to a point of curvature from which the radius point bears North 70°-15'-04" West; thence Northeasterly along said curve to the left having a radius of 840.26 feet, a central angle of 03°-09'-14" for an arc distance of 46.25 feet to a point of curvature from which the radius point bears South 73°-24'-18" East; thence Southeasterly along said curve to the left having a radius of 30.00 feet, a central angle of 87°-35'-42" for an arc distance of 45.86 feet; thence North 19°-00'-00" East for 100.00 feet; thence South 71°-00'-00" East for 36.25 feet to a point of curvature; thence Southeasterly, Easterly and Northeasterly along said curve to the left having a radius of 131.61 feet, a central angle of 87°-00'-00" for an arc distance of 199.84 feet; thence North 22°-00'-00" East for 610.92 feet to a point of curvature; thence Northerly along said curve to the left having a radius of 382.50 feet, a central angle of 40°-10'-17" for an arc distance of 268.18 feet to a point of compound curvature; thence Northwesterly along said curve to the left having a radius of 82.50 feet, a central angle of 73°-20'-14" for an arc distance of 105.60 feet; thence North 06°-42'-28" West for 100.19 feet to a point in a curve from which the radius point bears South

04°-22'-09" East; thence Westerly along said curve to the left having a radius of 182.50 feet, a central angle of 04°-42'-38" for an arc distance of 15.00 feet; thence South 06°-43'-28" East for 100.19 feet to a point in a curve from which the radius point bears South 11°-56'-25" East; thence Southwesterly along said curve to the left having a radius of 82.50 feet, a central angle of 46°-03'-35" for an arc distance of 66.32 feet; thence South 32°-00'-00" West for 174.60 feet to a point of curvature; thence Southwesterly along a curve to the right having a radius of 435.81 feet, a central angle of 40°-00'-00" for an arc distance of 304.25 feet; thence South 72°-00'-00" West for 29.98 feet; thence North 18°-00'-00" West along a line radial to the next mentioned curve 100.00 feet to the point of curvature of said curve; thence Southwesterly along said curve to the left having a radius of 30.00 feet, a central angle of 90°-00'-00" for an arc distance of 47.12 feet; thence North 18°-00'-00" West for 95.00 feet to a point of curvature from which the radius point bears North 72°-00'-00" East; thence Southeasterly along said curve to the left having a radius of 30.00 feet, a central angle of 90°-00'-00" for an arc distance of 47.12 feet; thence North 18°-00'-00" West for 100.00 feet; thence North 72°-00'-00" East for 29.98 feet to a point of curvature; thence Northeasterly along said curve to the left having a radius of 200.81 feet, a central angle of 40°-00'-00" for an arc distance of 140.19 feet; thence North 32°-00'-00" East for 174.60 feet to a point of curvature; thence Easterly along said curve to the right having a radius of 317.50 feet, a central angle of 44°-13'-45" for an arc distance of 245.09 feet; thence South 12°-25'-03" East for 100.04 feet to a point in a curve from which the radius point bears South 14°-23'-37" East, thence Easterly along said curve to the right having a radius of 217.50 feet, a central angle of 03°-57'-08" for an arc distance of 15.00 feet; thence North 12°-25'-03" West for 100.04 feet to a point in a curve from which the radius point bears South 11°-03'-50" East; thence Southeasterly along said curve to the right having a radius of 317.50 feet, a central angle of 82°-53'-33" for an arc distance of 459.34 feet to the Point of Beginning.

Containing 11.30 acres of land, more or less.

Bearings shown herein are based on the North line of Section 20 being South 86°-54'-28" West.

LEGAL DESCRIPTION

OFF
REC 1760 PC2468

TRACT 5/6

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 01°-13'-17" East along the East line of said Section 20 for 1,180.92 feet; thence South 88°-46'-43" West for 1,628.41 feet to a point of curvature from which the radius point bears South 36°-47'-28" West, also the Point of Beginning; thence Westerly along said curve having a radius of 100.00 feet, a central angle of 48°-34'-00" for an arc distance of 84.76 feet; thence South 78°-13'-28" West for 103.10 feet to a point of curvature; thence Southwesterly along said curve to the left having a radius of 72.45 feet, a central angle of 23°-34'-30" for an arc distance of 29.81 feet; thence South 54°-38'-49" West for 47.51 feet to a point in a curve from which the radius point bears North 55°-17'-10" East; thence Southeasterly along said curve to the left having a radius of 388.89 feet, a central angle of 00°-38'-21" for an arc distance of 4.34 feet; thence South 35°-21'-11" East for 387.10 feet to a point of curvature; thence Southeasterly along said curve to the left having a radius of 225.00 feet, a central angle of 35°-38'-49" for an arc distance of 139.99 feet; thence South 71°-00'-00" East for 295.00 feet; thence North 19°-00'-00" East for 120.00 feet to a point of curvature; thence Northwesterly along said curve to the left having a radius of 75.00 feet, a central angle of 62°-24'-32" for an arc distance of 81.69 feet; thence North 43°-24'-32" West for 275.00 feet; thence North 53°-12'-32" West for 252.50 feet to the Point of Beginning.

Containing 4.12 acres, more or less.

Bearings shown herein are based on the North line of Section 20 being South 88°-54'-28" West.

TRACT 7

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South $01^{\circ}-13'-17''$ East along the East line of said Section 20 for 773.84 feet; thence South $88^{\circ}-46'-43''$ West for 1,658.30 feet to the Point of Beginning; thence North $22^{\circ}-18'-13''$ West for 280.33 feet; thence North $89^{\circ}-18'-13''$ West for 109.00 feet; thence South $32^{\circ}-42'-06''$ West for 94.34 feet; thence South $58^{\circ}-53'-52''$ West for 176.49 feet; thence North $76^{\circ}-53'-47''$ West for 51.20 feet; thence North $63^{\circ}-39'-46''$ West for 42.17 feet to a point of curvature; thence Westerly along said curve to the left having a radius of 25.00 feet, a central angle of $52^{\circ}-25'-16''$ for an arc distance of 22.87 feet to a point of compound curvature; thence Southwesterly and Southerly along said curve to the left having a radius of 150.00 feet, a central angle of $83^{\circ}-09'-58''$ for an arc distance of 217.73 feet; thence South $19^{\circ}-15'-00''$ East for 340.00 feet to a point of curvature; thence Southeasterly, Easterly and Northeasterly along said curve to the left having a radius of 50.00 feet, a central angle of $90^{\circ}-00'-00''$ for an arc distance of 78.54 feet; thence North $70^{\circ}-45'-00''$ East along a line radial to the next mentioned curve for 211.20 feet to a point in said curve; thence Northwesterly along said curve to the right having a radius of 343.25 feet, a central angle of $10^{\circ}-13'-04''$ for an arc distance of 61.21 feet to a point of compound curvature; thence Northerly and Northeasterly along said curve to the right having a radius of 75.00 feet, a central angle of $75^{\circ}-30'-52''$ for an arc distance of 98.85 feet; thence North $66^{\circ}-28'-56''$ East for 152.21 feet to a point of curvature; thence Northeasterly, Northerly and Northwesterly along said curve to the left having a radius of 112.00 feet, a central angle of $88^{\circ}-47'-09''$ for an arc distance of 173.56 feet to the Point of Beginning.

Containing 5.91 acres, more or less.

Bearings shown herein are based on the North line of Section 20 being South $88^{\circ}-54'-28''$ West.

LEGAL DESCRIPTION

OFF
REG 1760 PC2470

FOR TRACT 8/11

A parcel of land lying in Sections 17 and 20, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South $01^{\circ}-13'-17''$ East along the East line of said Section 20 for 88.08 feet; thence South $88^{\circ}-46'-43''$ West for 949.75 feet to the Point of Beginning; thence North $12^{\circ}-00'-00''$ West for 207.00 feet to a point of curvature; thence Northwesterly along said curve to the left having a radius of 28.00 feet, a central angle of $33^{\circ}-00'-00''$ for an arc distance of 16.13 feet; thence North $45^{\circ}-00'-00''$ West for 60.00 feet; thence South $45^{\circ}-00'-00''$ West for 140.00 feet to a point of curvature; thence Southwesterly and Southerly along said curve to the left having a radius of 318.10 feet, a central angle of $45^{\circ}-00'-00''$ for an arc distance 249.84 feet; thence South $00^{\circ}-00'-00''$ West for 100.00 feet to a point of curvature; thence Southerly along said curve to the left having a radius of 676.20 feet, a central angle of $18^{\circ}-00'-00''$ for an arc distance of 212.43 feet; thence South $18^{\circ}-00'-00''$ East for 372.85 feet; thence North $72^{\circ}-00'-00''$ East for 92.97 feet to a point of curvature; thence Northeasterly along said curve to the left having a radius of 25.00 feet, a central angle of $63^{\circ}-30'-00''$ for an arc distance of 27.71 feet; thence North $08^{\circ}-30'-00''$ East for 200.00 feet; thence North $00^{\circ}-30'-00''$ East for 220.00 feet; thence North $00^{\circ}-00'-00''$ East for 262.00 feet to the Point of Beginning.

Containing 4.86 acres, more or less.

Bearings shown herein are based on the North line of Section 20 being South $88^{\circ}-54'-28''$ West.

1 of 1

LEGAL DESCRIPTION
OF TRACT 9

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South $01^{\circ}-13'-17''$ East along the East line of said Section 20 for 776.53 feet; thence South $88^{\circ}-46'-43''$ West for 1,196.89 feet to the Point of Beginning; thence North $18^{\circ}-00'-00''$ West for 310.00 feet to a point of curvature; thence Northerly along said curve to the right having a radius of 756.20 feet, a central angle of $18^{\circ}-00'-00''$ for an arc distance of 237.57 feet; thence North $00^{\circ}-00'-00''$ East for 100.00 feet to a point of curvature; thence Northerly along said curve to the right having a radius of 398.10 feet, a central angle of $01^{\circ}-50'-27''$ for an arc distance of 12.79 feet; thence continue along the following courses:

- (1) North $83^{\circ}-50'-15''$ West for 170.00 feet
- (2) South $00^{\circ}-00'-00''$ West for 182.00 feet
- (3) South $06^{\circ}-36'-15''$ East for 155.44 feet
- (4) South $18^{\circ}-00'-00''$ East for 395.00 feet
- (5) North $72^{\circ}-00'-00''$ East for 170.00 feet to the Point of Beginning.

Containing 2.71 acres, more or less.

Bearings shown herein are based on the North line of Section 20 being South $88^{\circ}-54'-28''$ West.

LEGAL DESCRIPTION
OF TRACT 10

A parcel of land lying in Sections 17 and 20, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 01°-13'-17" East along the East line of said Section 20 for 82.89 feet; thence South 88°-46'-43" West for 1,309.99 feet to the Point of Beginning, also a point of curvature from which the radius point bears South 80°-57'-28" East; thence Southerly along said curve to the left having a radius of 398.10 feet, a central angle of 07°-12'-05" for an arc distance of 50.04 feet; thence continue along the following courses:

- (1) North 83°-50'-15" West for 247.00 feet
- (2) South 24°-31'-13" West for 456.79 feet
- (3) North 89°-18'-13" West for 109.00 feet
- (4) North 19°-45'-55" West for 143.02 feet
- (5) South 81°-28'-33" West for 186.33 feet
- (6) North 08°-20'-19" West for 72.28 feet
- (7) North 25°-17'-00" East for 409.00 feet
- (8) North 85°-30'-16" East for 126.00 feet
- (9) South 68°-46'-35" East for 258.48 feet
- (10) South 83°-50'-15" East for 252.21 feet to the Point of Beginning.

Containing 4.65 acres, more or less.

Bearings shown herein are based on the North line of Section 20 being North 88°-54'-28" East.

LEGAL DESCRIPTION

OFF REC 1760 pc2473

OF TRACT 12

A parcel of land lying in Sections 17 and 20, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 17; thence North 01°-21'-01" West along the East line of said Section 17 for 13.77 feet; thence South 88°-38'-59" West for 329.83 feet to the Point of Beginning, also a point of reverse curvature from which the radius point bears North 90°-00'-00" West; thence Southwesterly along said curve to the right having a radius of 160.83 feet, a central angle of 70°-04'-24" for an arc distance of 196.70 feet; thence South 70°-04'-24" West for 69.33 feet; thence North 19°-55'-36" West for 126.25 feet; thence North 41°-51'-36" West for a distance of 493.68 feet; thence North 45°-00'-00" East for 213.86 feet to a point of curvature; thence Northeasterly along said curve to the right having a radius of 437.47 feet, a central angle of 43°-38'-45" for an arc distance of 333.25 feet; thence North 88°-38'-45" East for 206.04 feet; thence South 01°-21'-15" East for 120.00 feet to a point of curvature; thence Southeasterly along said curve to the left having a radius of 35.00 feet, a central angle of 79°-51'-14" for an arc distance of 48.78 feet to a point of reverse curvature; thence Southeasterly, Southerly and Southwesterly along said curve to the right having a radius of 64.16 feet, a central angle of 138°-59'-36" for an arc distance of 155.65 feet to a point of reverse curvature; thence Southwesterly along said curve to the left having a radius of 150.00 feet, a central angle of 57°-44'-07" for an arc distance of 151.15 feet to a point of reverse curvature; thence Southwesterly along said curve to the right having a radius of 145.00 feet, a central angle of 53°-30'-00" for an arc distance of 135.39 feet to a point of reverse curvature; thence Southwesterly along said curve to the left having a radius of 100.55 feet, a central angle of 53°-30'-00" for an arc distance of 93.89 feet to the Point of Beginning.

Containing 7.55 acres, more or less.

Bearings shown herein are based on the North line of Section 20 being North 88°-54'-28" East.

LEGAL DESCRIPTION

OFF
REC 1760 pc2474

TRACT 13

A parcel of land lying in Section 17, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the Southeast corner of said Section 17; thence North $01^{\circ}-21'-01''$ West along the East line of said Section 17 for 737.60 feet; thence South $88^{\circ}-38'-59''$ West for 434.34 feet to the Point of Beginning; thence South $88^{\circ}-38'-45''$ West for 216.09 feet; thence North $72^{\circ}-44'-10''$ West for 130.40 feet to a point of curvature; thence Northwesterly, Northerly, Northeasterly, Easterly and Southeasterly along said curve to the right having a radius of 167.95 feet, a central angle of $223^{\circ}-18'-23''$ for an arc distance of 654.57 feet to a point of reverse curvature; thence Southeasterly along said curve to the left having a radius of 40.00 feet, a central angle of $61^{\circ}-55'-27''$ for an arc distance of 43.23 feet; thence North $88^{\circ}-38'-45''$ East for 87.33 feet to a point in a curve from which the radius point bears South $76^{\circ}-35'-36''$ West; thence Southerly along said curve to the right having a radius of 691.20 feet, a central of $12^{\circ}-03'-09''$ for an arc distance of 145.40 feet; thence South $-01^{\circ}-21'-15''$ East for 114.33 feet to the Point of Beginning.

Containing 2.98 acres, more or less.

Bearings shown herein are based on the South line of Section 17 being North $88^{\circ}-54'-28''$ East.

LEGAL DESCRIPTION

TRACT 14

OFF
REC 1760 PG 2475

A parcel of land lying in Section 17, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 17 thence; North 01°-21'-01" West along the East line of Section 17, for 686.60 feet; thence South 88°-38'-59" West, for 234.33 feet to the Point of Beginning of the herein described parcel; thence North 01°-21'-15" West for 165.35 feet to a point of curvature; thence Northerly along the arc of a curve to the left having a radius of 891.20 feet, a central angle of 18°-10'-45", an arc distance of 282.77 feet to a point of reverse curvature; thence Northerly along the arc of a curve to the right having a radius of 541.20 feet, a central angle of 16°-29'-40", an arc distance of 155.80 feet; thence North 03°-02'-21" West for 384.81 feet to a point of curvature; thence Northerly along the arc of a curve to the right having a radius of 525.00 feet, a central angle of 29°-52'-17", an arc distance of 273.71 feet to a point of reverse curvature; thence Northerly and Northwesterly along the arc of a curve to the left having a radius of 30.00 feet, a central angle of 86°-54'-05", an arc distance of 45.50 feet to a radial line of the next described curve; thence North 60°-04'-08" West, for 120.81 feet to a point in a curve; thence Southerly along the arc of a curve to the left having a radius of 675.00 feet, a central angle of 32°-58'-12", an arc distance of 388.42 feet; thence South 03°-02'-21" East, for 384.81 feet to a point of curvature; thence Southerly along the arc of a curve to the left having a radius of 691.20 feet, a central angle of 16°-29'-40", an arc distance of 198.98 feet to a point of reverse curvature; thence Southerly along the arc of a curve to the right having a radius of 741.20 feet, a central angle of 18°-10'-45", an arc distance of 235.17 feet; thence South 01°-21'-15" East, for 135.35 feet to a point of curvature; thence Southeasterly and Easterly along the arc of a curve to the left having a radius of 30.00 feet, a central angle of 90°-00'-00", an arc distance of 47.12 feet; thence North 88°-38'-45" East for 120.00 feet to the Point of Beginning.

Containing 4.58 acres of land, more or less.

Bearings herein above are based on the South line of Section 17, being North 88°-54'-28" East.

EXH.A26

LEGAL DESCRIPTION

OFF
REC 1760 pc2476

TRACT 15

A parcel of land lying in Section 17, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 17; thence North 01°-21'-01" West along the East line of said Section 17 for 1,207.16 feet; thence South 88°-38'-59" West for 500.18 feet to the Point of Beginning, also a point of curvature from which the radius point bears North 81°-32'-31" East; thence Northerly along said curve to the right having a radius of 741.20 feet, a central angle of 05°-25'-09" for an arc distance of 70.10 feet; thence North 03°-02'-21" West for 165.00 feet; thence South 86°-57'-39" West for 139.30 feet to a point of curvature; thence Northwesterly along said curve to the right having a radius of 82.50 feet, a central angle of 78°-50'-30" for an arc distance of 113.52 feet; thence North 14°-11'-51" West for 300.45 feet to a point of curvature; thence Northwesterly, Northerly and Northeasterly along said curve to the right having a radius of 82.50 feet, a central angle of 90°-00'-00" for an arc distance of 129.59 feet; thence North 75°-48'-09" East for 145.21 feet to a point of curvature; thence Easterly along said curve to the right having a radius of 32.50 feet, a central angle of 38°-11'-50" for an arc distance of 21.67 feet; thence South 66°-00'-01" East for 94.58 feet to a point in a curve from which the radius point bears South 75°-19'-38" East; thence Northwesterly along said curve to the right having a radius of 725.00 feet, a central angle of 17°-29'-53" for an arc distance of 221.41 feet to a point of reverse curvature; thence Northeasterly along said curve to the left having a radius of 666.14 feet, a central angle of 01°-15'-15" for an arc distance of 14.58 feet; thence North 66°-00'-01" West for 94.27 feet to a point of curvature; thence Westerly along said curve to the left having a radius of 267.50 feet, a central angle of 38°-11'-50" for an arc distance of 178.33 feet; thence South 75°-48'-09" West for 145.21 feet to a point of curvature; thence Southwesterly and Southerly along said curve to the left having a radius of 317.50 feet, a central angle of 90°-00'-00" for an arc distance of 498.73 feet; thence South 14°-11'-51" East for 300.45 feet to a point of curvature; thence Southeasterly along said curve to the left having a radius of 317.50 feet, a central angle of 78°-50'-30" for an arc distance of 436.89 feet; thence North 86°-57'-39" East for 142.62 feet to the Point of Beginning.

Containing 7.35 acres, more or less.

Bearings herein are based on the South line of said Section 17
being South 88°-54'-28" West.

LEGAL DESCRIPTION

TRACT 16

A parcel of land lying in Section 17, Township 45 South, Range 25 East, Lee County, Florida. being more particularly described as follows:

Commencing at the Southeast corner of said Section 17; thence North 01°-21'-01" West along the East line of said Section 17 for 2,403.22 feet; thence South 88°-38'-59" West, for 40.00 feet to the Point of Beginning of the herein described parcel; thence North 01°-21'-01" West, parallel with the said East line of Section 17, for 213.67 feet; thence South 88°-53'-27" West, for 798.43 feet; thence South 29°-44'-17" West, for 238.97 feet; thence South 07°-59'-37" West, for 59.58 feet; thence North 88°-53'-27" East, for 624.17 feet; thence North 63°-43'-29" East, for 118.35 feet to the Point of Beginning.

Containing 5.24 acres of land, more or less.

Bearings herein above are based on the South line of Section 17, being North 88°-54'-28" East.

LEGAL DESCRIPTION

COMMON AREA

PARCEL 1

A parcel of land lying in Sections 17 and 20, Township 45 South, Range 25 East, Lee County, Florida, said parcel of land being more particularly described as follows:

Beginning at the Northeast corner of said Section 20; thence South 01°-13'-17" East along the East line of said Section 20 for a distance of 2,497.43 feet to a point in the Northerly right-of-way line of Daniels Road (S.R. 867-A); thence South 88°-57'-31" West along said Northerly right-of-way line for a distance of 99.53 feet to a point of curvature; thence Westerly along the same by a curve to the left having a radius of 5,879.58 feet, a central angle of 06°-04'-44" for an arc distance of 623.80 feet; thence South 82°-52'-47" West along the same for a distance of 235.23 feet to a point of curvature; thence Northwesterly along a curve to the right having a radius of 50.00 feet, a central angle of 90°-00'-00" for an arc distance of 78.54 feet; thence North 07°-07'-13" West for a distance of 158.16 feet to a point of curvature; thence Northerly and Northeasterly along said curve to the right having a radius of 1,042.17 feet, a central angle of 24°-16'-32" for an arc distance of 441.56 feet to a point of compound curvature; thence Northeasterly along said curve to the right having a radius of 30.00 feet, a central angle of 91°-50'-41" for an arc distance of 48.09 feet; thence South 71°-00'-00" East for a distance of 30.14 feet; thence South 19°-00'-00" West for a distance of 118.00 feet to a point of curvature; thence Southeasterly along said curve to the left having a radius of 150.00 feet, a central angle of 33°-42'-30" for an arc distance of 88.25 feet; thence South 14°-42'-30" East for a distance of 80.60 feet to a point of curvature; thence Southeasterly along said curve to the left having a radius of 143.00 feet, a central angle of 72°-32'-30" for an arc distance of 181.05 feet; thence South 87°-15'-00" East for a distance of 87.00 feet; thence North 85°-08'-38" East for a distance of 150.00 feet to a point of curvature; thence Southeasterly along said curve to the right having a radius of 60.00 feet, a central angle of 34°-49'-24" for an arc distance of 36.47 feet to a point of reverse curvature; thence Southeasterly along said curve to the left having a radius of 60.00 feet, a central angle of 31°-23'-02" for an arc distance of 32.87 feet, thence North 88°-35'-00" East for a distance of 166.00 feet to a

distance of 155.00 feet to a point of curvature; thence Northwesterly, Westerly and Southwesterly along a curve to the left having a radius of 110.00 feet, a central angle of $62^{\circ}-16'-00''$ for an arc distance of 119.54 feet; thence South $70^{\circ}-00'-00''$ West for a distance of 124.54 feet to a point of curvature; thence Southwesterly, Westerly and Northwesterly along a curve to the right having a radius of 51.05 feet, a central angle of $67^{\circ}-31'-00''$ for an arc distance of 60.16 feet to a point of curvature from which the radius point bears North $42^{\circ}-29'-00''$ West; thence Northeasterly along said curve to the left having a radius of 366.61 feet, a central angle of $25^{\circ}-30'-53''$ for an arc distance of 163.26 feet; thence North $22^{\circ}-00'-00''$ East for a distance of 610.92 feet to a point of curvature; thence Northeasterly, Northerly and Northwesterly along said curve to the left having a radius of 617.50 feet, a central angle of $40^{\circ}-10'-17''$ for an arc distance of 432.94 feet to a point of compound curvature; thence Northwesterly and Westerly along said curve to the left having a radius of 317.50 feet, a central angle of $82^{\circ}-53'-33''$ for an arc distance of 459.34 feet; thence South $12^{\circ}-25'-03''$ East for a distance of 100.04 feet to a point in a curve from which the radius point bears South $10^{\circ}-26'-29''$ East; thence Southwesterly along said curve to the left having a radius of 217.50 feet, a central angle of $03^{\circ}-57'-08''$ for an arc distance of 15.00 feet; thence North $12^{\circ}-25'-03''$ West for a distance of 100.04 feet to a point in a curve from which the radius point bears South $13^{\circ}-46'-16''$ East; thence Southwesterly along said curve to the left having a radius of 317.50 feet, a central angle of $44^{\circ}-13'-45''$ for an arc distance of 245.09 feet; thence South $32^{\circ}-00'-00''$ West for a distance of 174.60 feet to a point of curvature; thence Southwesterly along said curve to the right having a radius of 200.81 feet, a central angle of $40^{\circ}-00'-00''$ for an arc distance of 140.19 feet; thence South $72^{\circ}-00'-00''$ West for a distance of 29.98 feet; thence South $18^{\circ}-00'-00''$ East for a distance of 100.00 feet to a point of curvature to which this line is radial; thence Southwesterly, Westerly and Northwesterly along said curve to the right having a radius of 30.00 feet, a central angle of $90^{\circ}-00'-00''$ for an arc distance of 47.12 feet; thence North $18^{\circ}-00'-00''$ West for a distance of 244.03 feet; thence North $72^{\circ}-00'-00''$ East for a distance of 92.97 feet to a point of curvature; thence Northeasterly along said curve to the left having a radius of 25.00 feet, a central angle of $63^{\circ}-30'-00''$ for an arc distance of 27.71 feet; thence North $08^{\circ}-30'-00''$ East for a distance of 200.00 feet; thence North $00^{\circ}-30'-00''$ East for a distance of 220.00 feet; thence North $00^{\circ}-00'-00''$ East for a distance of 262.00 feet; thence North $12^{\circ}-00'-00''$ West for a distance of 207.00 feet to a point of curvature; thence Northwesterly along said curve to the left having a radius of 28.00 feet, a central angle of $33^{\circ}-00'-00''$ for an arc distance of 16.13 feet; thence North $45^{\circ}-00'-00''$ West for a distance of 60.00 feet;

thence North 45°-00'-00" East for a distance of 236.14 feet; thence South 41°-51'-36" East for a distance of 493.68 feet; thence South 19°-55'-36" East for a distance of 126.25 feet; thence North 70°-04'-24" East for a distance of 69.33 feet to a point of curvature; thence Northeasterly along a curve to the left having a radius of 160.83 feet, a central angle of 70°-04'-24" for an arc distance of 196.70 feet to a point of reverse curvature; thence Northeasterly along said curve to the right having a radius of 100.55 feet, a central angle of 53°-30'-00" for an arc distance of 93.99 feet to a point of reverse curvature; thence Northeasterly along said curve to the left having a radius of 145.00 feet, a central angle of 53°-30'-00" for an arc distance of 135.39 feet to a point of reverse curvature; thence Northeasterly along said curve to the right having a radius of 150.00 feet, a central angle of 57°-44'-07" for an arc distance of 151.15 feet to a point of reverse curvature; thence Northeasterly, Northerly and Northwesterly along said curve to the left having a radius of 64.16 feet, a central angle of 138°-59'-36" for an arc distance of 155.65 feet to a point of reverse curvature; thence Northwesterly along said curve to the right having a radius of 35.00 feet, a central angle of 79°-51'-14" for an arc distance of 48.78 feet; thence North 01°-21'-15" West for a distance of 120.00 feet; thence North 88°-38'-45" East for a distance of 203.29 feet to a point in the East line of said Section 17; thence South 01°-21'-01" East along the said East line of Section 17 for a distance of 606.62 feet to the Point of Beginning.

Less the following described parcel of land;

A parcel of land lying in Sections 17 and 20, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 17; thence North 01°-21'-01" West along the East line of said Section 17 for a distance of 146.05 feet; thence South 88°-38'-59" West for a distance of 812.04 feet to the Point of Beginning of the herein described parcel of land; thence South 26°-33'-47" West for a distance of 87.98 feet; thence South 40°-59'-45" West for a distance of 100.24 feet; thence North 85°-04'-03" West for a distance of 45.48 feet; thence North 12°-00'-00" West for a distance of 120.37 feet to a point of curvature; thence Northwesterly along said curve to the left having a radius of 28.00 feet, a central angle of 18°-08'-34" for an arc distance of 8.87 feet to a point of reverse curvature; thence Northwesterly, Northerly and Northeasterly along said curve to the right having a radius of 50.00 feet, a central angle of 75°-08'-34" for an arc distance of 65.57 feet; thence North 45°-00'-00" East along the tangent to said curve for a distance of 33.53 feet to a point of

curvature; thence Northeasterly, Easterly and Southeasterly along said curve to the right having a radius of 50.00 feet, a central angle of $101^{\circ}-45'-01''$ for an arc distance of 88.79 feet; thence South $33^{\circ}-15'-00''$ East along the tangent to said curve for a distance of 10.14 feet to a point of curvature; thence Southwesterly along said curve to the left having a radius of 100.00 feet, a central angle of $45^{\circ}-36'-00''$ for an arc distance of 79.59 feet to a point of tangency from which the radius point bears South $11^{\circ}-09'-00''$ West, also the Point of Beginning.

Containing 36.11 acres, more or less.

Bearings shown herein are based on the North line of Section 20 being North $88^{\circ}-54'-28''$ East.

LEGAL DESCRIPTION

OFF REC 1760 PG 2483

COMMON AREA

PARCEL 2

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida, said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South $01^{\circ}-13'-17''$ East along the East line of said Section 20 for a distance of 1,146.84 feet; thence South $88^{\circ}-46'-43''$ West for a distance of 458.66 feet to the point of beginning of the herein described parcel of land; thence South $22^{\circ}-00'-00''$ West for a distance of 610.92 feet to a point of curvature; thence Southwesterly, Westerly, and Northwesterly along said curve to the right having a radius of 131.61 feet, a central angle of $87^{\circ}-00'-00''$ for an arc distance of 199.84 feet; thence North $71^{\circ}-00'-00''$ West for a distance of 36.25 feet; thence South $19^{\circ}-00'-00''$ West for a distance of 100.00 feet to a point of curvature to which this line is radial; thence Northwesterly, Northerly and Northeasterly along said curve to the right having a radius of 30.00 feet, a central angle of $87^{\circ}-35'-42''$ for an arc distance of 45.86 feet to a point of reverse curvature; thence Northwesterly along said curve to the left having a radius of 840.26 feet, a central angle of $34^{\circ}-35'-42''$ for an arc distance of 507.35 feet; thence North $18^{\circ}-00'-00''$ West for a distance of 194.25 feet to a point of curvature; thence Northwesterly, Northerly and Northeasterly along said curve to the right having a radius of 30.00 feet, a central angle of $90^{\circ}-00'-00''$ for an arc distance of 47.12 feet; thence South $18^{\circ}-00'-00''$ East for a distance of 100.00 feet; thence North $72^{\circ}-00'-00''$ East for a distance of 29.96 feet to a point of curvature; thence Northeasterly along said curve to the left having a radius of 435.81 feet, a central angle of $40^{\circ}-00'-00''$ for an arc distance of 304.25 feet; thence North $32^{\circ}-00'-00''$ East for a distance of 174.60 feet to a point of curvature; thence Northeasterly along said curve to the right having a radius of 82.50 feet, a central angle of $46^{\circ}-03'-35''$ for an arc distance of 66.32 feet; thence North $06^{\circ}-43'-28''$ West for a distance of 100.19 feet to a point in a curve from which the radius point bears South $09^{\circ}-04'-47''$ East; thence Easterly along said curve to the right having a radius of 182.50 feet, a central angle of $04^{\circ}-42'-38''$ for an arc distance of 15.00 feet; thence South $06^{\circ}-43'-28''$ East for a distance of 100.19 feet to a point in a curve from which the radius point bears South $01^{\circ}-30'-31''$ East; thence Southeasterly along said curve to the right having a radius of 82.50 feet, a central angle of $73^{\circ}-20'-14''$ for an arc distance of 105.60 feet to a point of compound curvature; thence Southeasterly, Southerly and Southwesterly along said curve to the right having a radius of

Containing 6.75 acres, more or less.

Bearings shown herein are based on the North line of Section 20
bearing North $88^{\circ}-54'-28''$ East.

OF COMMON AREA

PARCEL 3

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 01°-13'-17" East along the East line of said Section 20 for a distance of 1,888.91 feet; thence South 88°-46'-43" West for a distance of 1,065.97 feet to the Point of Beginning of the herein described parcel of land, said point also being a point of curvature from which the radius point bears North 72°-58'-35" West; thence Northeasterly, Northerly and Northwesterly along said curve to the left having a radius of 30.00 feet, a central angle of 88°-01'-25" for an arc distance of 46.09 feet; thence North 71°-00'-00" West for a distance of 249.92 feet; thence South 19°-00'-00" West for a distance of 386.92 feet to a point of curvature; thence Southwesterly, Southerly and Southeastely along said curve to the left having a radius of 95.00 feet, a central angle of 40°-53'-28" for an arc distance of 67.80 feet to a point of reverse curvature; thence Southeasterly, Southerly, Southwesterly, Westerly and Northwesterly along said curve to the right having a radius of 180.00 feet, a central angle of 165°-51'-08" for an arc distance of 521.04 feet to a point of compound curvature; thence Northwesterly, Northerly and Northeasterly along said curve to the right having a radius of 109.23 feet, a central angle of 55°-02'-20" for an arc distance of 104.93 feet; thence North 19°-00'-00" East for a distance of 524.94 feet; thence North 71°-00'-00" West for a distance of 0.50 feet to a point of curvature; thence Northwesterly along said curve to the right having a radius of 275.00 feet, a central angle of 21°-07'-33" for an arc distance of 101.40 feet; thence continue along the following courses:

South 33°-10'-40" West for a distance of 689.60 feet,
South 89°-28'-00" West for a distance of 444.06 feet,
South 06°-59'-41" West for a distance of 110.02 feet,
South 14°-21'-43" East for a distance of 46.85 feet,
South 28°-24'-17" West for a distance of 76.48 feet,
South 05°-02'-15" West for a distance of 132.28 feet,
North 88°-57'-31" East for a distance of 903.83 feet,
South 01°-02'-29" East for a distance of 80.71 feet,
North 82°-52'-46" East for a distance of 496.92 feet to a point of curvature; thence Northeasterly along said curve to the left having a radius of 50.00 feet, a central angle of 90°-00'-00" for an arc distance of 78.54 feet; thence North 07°-07'-13" West for a distance of 158.16 feet to a point of curvature; thence Northwesterly along said curve to the right having a radius of

1,132.17 feet, a central angle of $24^{\circ}-08'-38''$ for an arc distance, of 477.08 feet to a point of reverse curvature, and the Point of Beginning.

1760 172486

Containing 15.47 acres, more or less.

Bearings shown herein are based on the North line of said Section 20 bearing North $88^{\circ}-54'-28''$ East.

2 of 2

LEGAL DESCRIPTION
FOR COMMON AREA
PARCEL 4

DEE 1760 R2487

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida, said parcel of land being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 01°-13'-17" East along the East line of said Section 20 for a distance of 1,336.49 feet; thence South 88°-46'-43" West for a distance of 1,856.61 feet to the Point of Beginning of the herein described parcel of land; thence South 54°-38'-49" West for a distance of 70.00 feet to a point of curvature; thence Southwesterly along said curve to the left having a radius of 265.00 feet, a central angle of 34°-28'-26" for an arc distance of 159.45 feet; thence continue along the following courses:
North 81°-25'-47" West for a distance of 440.30 feet,
North 10°-18'-21" East for a distance of 196.38 feet,
North 05°-04'-55" East for a distance of 228.15 feet,
North 06°-44'-08" East for a distance of 126.66 feet,
North 21°-07'-27" East for a distance of 95.17 feet,
North 03°-47'-36" West for a distance of 55.31 feet,
North 17°-22'-09" East for a distance of 179.36 feet,
North 81°-36'-21" East for a distance of 2.62 feet,
South 49°-57'-07" East for a distance of 64.26 feet,
South 60°-56'-05" East for a distance of 56.82 feet,
South 63°-39'-46" East for a distance of 13.29 feet, to a point of curvature from which the radius point bears South 26°-20'-14" West; thence Southwesterly along said curve to the left having a radius of 25.00 feet, a central angle of 52°-25'-16" for an arc distance of 22.87 feet to a point of compound curvature; thence Southwesterly along said curve to the left having a radius of 150.00 feet, a central angle of 83°-09'-58" for an arc distance of 217.73 feet; thence South 19°-15'-00" East for a distance of 340.00 feet to a point of curvature; thence Southeasterly, Easterly and Northeasterly along said curve to the left having a radius of 50.00 feet, a central angle of 90°-00'-00" for an arc distance of 78.54 feet; thence North 70°-45'-00" East for a distance of 131.20 feet to a point in a curve to which this line is radial; thence Southeasterly along said curve to the left having a radius of 438.89 feet, a central angle of 16°-06'-11" for an arc distance of 123.35 feet; thence South 35°-21'-11" East for a distance of 104.66 feet to the Point of Beginning.

Containing 5.17 acres, more or less.

Bearings shown herein are based on the North line of Section 20 bearing North 88°-54'-28" East.

EXH. B4

71

LEGAL DESCRIPTION

OFF
REG 1760 2488

COMMON AREA

PARCEL 5

A parcel of land lying in Sections 17 and 20, Township 45 South, Range 25 East, Lee County, Florida, said parcel of land being more particularly described as follows:

Commencing at the Southeast corner of said Section 17; thence North $01^{\circ}-21'-01''$ West along the East line of said Section 17 for a distance of 2,403.22 feet to the Point of Beginning of the herein described parcel of land; thence South $88^{\circ}-38'-59''$ West for a distance of 40.00 feet; thence North $01^{\circ}-21'-01''$ West for a distance c. 213.67 feet; thence South $88^{\circ}-53'-27''$ West for a distance of 798.43 feet; thence South $29^{\circ}-44'-17''$ West for a distance of 238.97 feet; thence South $07^{\circ}-59'-37''$ West for a distance of 59.58 feet; thence North $88^{\circ}-53'-27''$ East for a distance of 678.52 feet to a point of curvature from which the radius point bears North $82^{\circ}-50'-54''$ West; thence Southeasterly along said curve to the right having radius of 666.14 feet, a central angle of $23^{\circ}-51'-54''$ for an arc distance of 277.46 feet; thence North $66^{\circ}-00'-01''$ West for a distance of 94.27 feet to a point of curvature; thence Northwesterly and Westerly along said curve to the left having a radius of 267.50 feet, a central angle of $38^{\circ}-11'-50''$ for an arc distance of 178.33 feet; thence South $75^{\circ}-48'-09''$ West for a distance of 145.21 feet to a point of curvature; thence Southwesterly, Southerly and Southeasterly along said curve to the left having a radius of 317.50 feet, a central angle of $90^{\circ}-00'-00''$ for an arc distance of 498.73 feet; thence South $14^{\circ}-11'-51''$ East for a distance of 300.45 feet to a point of curvature; thence Southeasterly and Easterly along said curve to the left having a radius of 317.50 feet, a central angle of $78^{\circ}-53'-19''$ for an arc distance of 436.89 feet; thence North $80^{\circ}-57'-40''$ East for a distance of 142.62 feet to a point in a curve from which the radius point bears North $81^{\circ}-32'-29''$ East; thence Southeasterly along said curve to the left having a radius of 741.20 feet, a central angle of $11^{\circ}-04'-30''$ for an arc distance of 143.27 feet to a point of reverse curvature; thence Southeasterly along said curve to the right having a radius of 691.20 feet, a central angle of $06^{\circ}-07'-36''$ for an arc distance of 73.91 feet; thence South $88^{\circ}-38'-45''$ West for a distance of 87.33 feet to a point of curvature; thence Northwesterly along a curve to the right having a radius of 40.00 feet, a central angle of $61^{\circ}-55'-27''$ for an arc distance of 43.23 feet, to a point of reverse curvature; thence Northwesterly, Westerly, Southwesterly, Southerly and Southeasterly along said curve to the left having a radius of 167.95 feet, a central angle of $223^{\circ}-18'-23''$ for an arc distance of 654.57 feet; thence South $72^{\circ}-44'-10''$ East for a distance of 130.40

feet; thence North 88°-38'-45" East for a distance of 216.09 feet; thence South 01°-21'-13" East for a distance of 23.78 feet to a point of curvature; thence Southwesterly along said curve to the right having a radius of 30.00 feet, a central angle of 84°-14'-05" for an arc distance of 44.11 feet to a point of reverse curvature; thence Southwesterly along said curve to the left having a radius of 517.47 feet, a central angle of 37°-52'-50" for an arc distance of 342.12 feet; thence continue along the following courses; South 45°-00'-00" West for a distance of 147.80 feet; North 31°-30'-15" West for a distance of 51.42 feet; North 59°-34'-27" West for a distance of 51.66 feet; North 51°-50'-34" West for a distance of 50.36 feet; North 80°-45'-14" West for a distance of 61.61 feet; North 51°-50'-34" West for a distance of 50.35 feet; North 52°-58'-11" West for a distance of 50.49 feet; North 65°-48'-24" West for a distance of 53.49 feet; North 79°-12'-48" West for a distance of 60.47 feet; South 62°-55'-41" West for a distance of 35.74 feet; South 18°-26'-06" West for a distance of 24.60 feet; South 29°-33'-34" West for a distance of 187.78 feet; South 55°-33'-25" West for a distance of 84.63 feet; South 07°-30'-00" West for a distance of 350.00 feet; South 82°-30'-00" East for a distance of 220.00 feet to a point in a curve from which the radius point bears South 64°-10'-34" East; thence Southwesterly along said curve to the left having a radius of 398.10 feet, a central angle of 16°-46'-54" for an arc distance of 116.60 feet; thence continue along the following courses; North 83°-50'-15" West for a distance of 252.21 feet; North 68°-46'-35" West for a distance of 258.43 feet; South 85°-30'-16" West for a distance of 126.00 feet; South 25°-17'-00" West for a distance of 409.00 feet; South 08°-20'-19" East for a distance of 72.28 feet; South 88°-50'-13" West for a distance of 66.12 feet; South 75°-03'-15" West for a distance of 51.92 feet; North 68°-29'-49" West for a distance of 5.84 feet; North 17°-22'-09" East for a distance of 137.71 feet; North 02°-12'-31" West for a distance of 112.51 feet; North 34°-51'-57" East for a distance of 58.84 feet; North 21°-48'-35" East for a distance of 141.62 feet; North 22°-27'-36" East for a distance of 465.27 feet; South 84°-28'-38" East for a distance of 285.10 feet; North 40°-28'-52" East for a distance of 466.99 feet; North 40°-31'-05" West for a distance of 46.22 feet; North 30°-59'-16" East for a distance of 281.91 feet; North 59°-00'-44" West for a distance of 215.00 feet; North 30°-59'-16" East for a distance of 424.98 feet; North 07°-59'-37" East for a distance of 940.06 feet; North 29°-44'-17" East for a distance of 216.74 feet; North 88°-53'-27" East for a distance of 855.33 feet; South 01°-21'-01" East for a distance of 243.51 feet to the Point of Beginning.

Containing 24.86 acres, more or less.

Bearings shown herein are based on the North line of Section 20 bearing North 88°-54'-28" East.

LEGAL DESCRIPTION

COMMON AREA

PARCEL 6

A parcel of land lying in Section 17, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 17, thence North $01^{\circ}-21'-01''$ West along the East line of said Section 17, for 1,441.96 feet; thence South $88^{\circ}-38'-59''$ West, for 510.42 feet to the Point of Beginning of the herein described parcel; thence South $86^{\circ}-57'-40''$ West, for 139.30 feet to a point of curvature; thence Westerly and Northwesterly along the arc of a curve to the right having a radius of 82.50 feet, central angle $78^{\circ}-50'-29''$, for an arc distance of 113.52 feet; thence North $14^{\circ}-11'-51''$ West for 300.45 feet to a point of curvature; thence Northerly and Northeasterly along the arc of a curve to the right having a radius of 82.50 feet, central angle $90^{\circ}-00'-00''$, for an arc distance of 129.59 feet; thence North $75^{\circ}-48'-09''$ East, for 145.21 feet to a point of curvature; thence Easterly along the arc of a curve to the right having a radius of 32.50 feet, central angle $38^{\circ}-11'-50''$, for an arc distance of 21.67 feet; thence South $66^{\circ}-00'-01''$ East, for 94.58 feet to a point on a curve which radial line bears North $75^{\circ}-19'-36''$ West; thence Southerly along the arc of a curve to the left having a radius of 725.00 feet, central angle $17^{\circ}-42'-42''$, for an arc distance of 224.12 feet; thence South $63^{\circ}-02'-20''$ East, for 219.81 feet to the Point of Beginning.

Containing 2.72 acres of land, more or less.

Bearings herein above are based on the South line of Section 17, being North $88^{\circ}-54'-28''$ East.

LEGAL DESCRIPTION

COMMON AREA
PARCEL 7

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 01°-13'-17" East for 776.53 feet; thence South 88°-46'-43" West for 1,196.82 feet to the Point of Beginning of the herein described parcel; thence South 18°-00'-00" East for 596.13 feet to a point of curvature; thence Southerly along the a.c of a curve to the right having a radius of 760.26 feet, central angle 33°-32' 40", for an arc distance of 445.10 feet to a point of compound curvature; thence Southerly, Southwesterly, Westerly and Northwesterly along the arc of a curve to the right having a radius of 30.00 feet, central angle 93°-27'-20", for an arc distance of 48.93 feet, thence North 71°-00'-00" West for 221.25 feet; thence North 19°-00'-00" East for 120.00 feet to a point of curvature; thence Northeasterly, Northerly and Northwesterly along the arc of a curve to the left having a radius of 75.00 feet, central angle 62°-24'-32", for an arc distance of 81.69 feet; thence North 43°-24'-32" West for 275.00 feet; thence North 53°-12'-32" West for 252.50 feet to a point of curvature; thence Northeasterly, Westerly and Southwesterly along the arc of a curve to the left, having a radius of 100.00 feet, central angle 48°-34'-00", for an arc distance of 84.76 feet; thence South 78°-13'-28" West for 103.10 feet to a point of curvature; thence Southwesterly along the arc of a curve to the left having a radius of 72.45 feet, central angle 23°-34'-30", for an arc distance of 29.81 feet; thence South 54°-38'-49" West for 47.51 feet to a point of a curve which radius point bears North 55°-17'-10" East; thence Northwesterly along the arc of a curve to the right having a radius of 388.89 feet, central angle 15°-27'-59" for an arc distance of 104.95 feet to a point which line is radial to the last described curve and to the next described curve; thence North 70°-45'-00" East for 30.00 feet to a point on a curve; thence Northerly along the arc of a curve to the right having a radius of 343.25 feet, central angle 10°-15'-04" for an arc distance of 61.21 feet to a point of compound curvature; thence Northwesterly, Northerly and Northeasterly along the arc of a curve to the right having a radius of 75.00 feet, central angle 75°-30'-52" for an arc distance of 98.85 feet; thence North 66°-28'-56" East for 152.21 feet to a point of curvature; thence Northeasterly, Northerly and Northwesterly along the arc of a curve to the left having a radius of 112.00 feet, central angle 88°-47'-09", for an arc distance of 173.56 feet; thence North 22°-18'-13" West for 280.33 feet; thence North 24°-31'-13" East,

for 456.79 feet; thence South 83°-50'-15" East, for 77.00 feet;
thence South 00°-00'-00" West for 182.00 feet; thence South
06°-36'-15" East for 155.44 feet; thence South 18°-00'-00" East for
395.00 feet; thence North 72°-00'-00" East, 170.00 feet to the
Point of Beginning.

Containing 14.12 acres of land, more or less.

Bearings herein above are based on the North line of Section 20,
being North 88°-54'-28" East.

LEGAL DESCRIPTION

OFF REC 1760 MC2493

COMMON AREA

PARCEL 8

A parcel of land lying in Section 17, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 17; thence North 01°-21'-01" West along the East line of Section 17, for 686.62 feet to the Point of Beginning of the herein described parcel; thence South 88°-38'-45" West, for 234.33 feet; thence North 01°-21'-15" West for 165.35 feet to a point of curvature; thence Northerly along the arc of a curve to the left having a radius of 891.20 feet, a central angle 18°-10'-45", for an arc distance of 282.77 feet to a point of reverse curvature; thence Northerly along the arc of a curve to the right having a radius of 541.20 feet, central angle 16°-29'-40", for an arc distance of 155.80 feet; thence North 03°-02'-21" West, for 384.81 feet to a point of curvature; thence Northerly along the arc of a curve to the right having a radius of 525.00 feet, central angle of 29°-52'-17", for an arc distance of 273.71 feet to a point of reverse curvature; thence Northerly and Northwesterly along the arc of a curve to the left having a radius of 30.00 feet, central angle 86°-54'-05", for an arc distance of 45.50 feet to a line which is radial to the next described curve; thence North 60°-04'-08" West, for 120.81 feet to a point on a curve; thence Northerly along the arc of a curve to the right having a radius of 675.00 feet, central angle 02°-14'-22", for an arc distance of 26.38 feet to a point of reverse curvature; thence Northerly along the arc of a curve to the left having a radius of 716.14 feet, central angle 25°-41'-33", for an arc distance of 321.13 feet; thence North 88°-53'-27" East, for 30.25 feet to a point which radial line bears South 83°-49'-42" East; thence Southerly concentric to the aforesaid curve to the right having a radius of 746.14 feet, central angle 14°-19'-58", for an arc distance of 186.65 feet; thence South 45°-00'-00" East, for 317.94 feet; thence North 88°-38'-59" East for 40.00 feet to the East line of said Section 17; thence South 01°-21'-01" East along the East line of Section 17, for 1,256.86 feet to the Point of Beginning.

Containing 9.15 acres of land, more or less.

Bearings herein above are based on the South line of Section 17, being North 88°-54'-28" East.

LEGAL DESCRIPTION OF

OFF 1760 PC2494

INTERCEPTOR SWALE
(40 FEET IN WIDTH)

A parcel of land lying in Section 17, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the Southeast corner of Section 17, North $01^{\circ}-21'-01''$ West along the East line of Section 17 for 686.62 feet to the Point of Beginning of the herein described parcel; thence South $88^{\circ}-38'-45''$ West for 40.00 feet; thence North $01^{\circ}-21'-01''$ West parallel with the said East line of Section 17 for 1,256.86 feet; thence North $88^{\circ}-38'-59''$ East for 40.00 feet to the East line of Section 17; thence South $01^{\circ}-21'-01''$ East along the East line of Section 17 for 1,256.86 feet to the Point of Beginning.

Containing 1.15 acres of land, more or less.

Bearings here in above are based on the South line of Section 17 being North $88^{\circ}-54'-28''$ East.

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LEGAL DESCRIPTION
SEWAGE TREATMENT PLANT

1760 2405

A parcel of land lying in Section 17, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of Section 17; thence North 01°-21'-01" West along the East line of Section 17, for 1,024.52 feet; thence South 88°-38'-59" West, for 1,188.78 feet to the Point of Beginning of the herein described parcel; thence South 30°-59'-16" West for 281.91 feet; thence North 40°-31'-05" West for 226.71 feet; thence North 30°-59'-16" East for 210.00 feet; thence South 59°-00'-44" East for 215.00 feet to the Point of Beginning.

Containing 1.21 acres of land, more or less.

Bearings herein above are based on the South line of Section 17, being North 88°-54'-28" East.

EXH. B10

1 of 1

LEGAL DESCRIPTION OF
MAINTENANCE ROAD TO
SEWAGE TREATMENT PLANT

A parcel of land lying in Section 17, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the Southeast corner of said Section 17, North 01°-21'-01" West along the East line of Section 17 for 464.86 feet; thence South 88°-38'-59" West for 848.97 feet to the Point of Beginning of the herein described parcel; thence South 45°-00'-00" West, for 12.00 feet; thence North 45°-00'-30" West for 114.00 feet to a point of curvature; thence Northwesterly along the arc of a curve to the left having a radius of 99.00 feet, a central angle of 21°-39'-00", an arc distance of 37.41 feet; thence North 66°-39'-00" West, for 272.00 feet to a point of curvature; thence Northwesterly and Northerly along the arc of a curve to the right having a radius of 60.00 feet, a central angle of 69°-51'-21", an arc distance of 73.15 feet to a point of reverse curvature; thence Northerly and Northeasterly along the arc of a curve to the left having a radius of 112.00 feet, a central angle of 62°-13'-05", an arc distance of 121.62 feet; thence North 59°-00'-44" West for 6.10 feet; thence North 30°-59'-16" East for 12.00 feet; thence South 59°-00'-44" East, for 6.10 feet to a point of curvature; thence Southeasterly and Southerly along the arc of a curve to the right having a radius of 124.00 feet, a central angle of 62°-13'-05" an arc distance of 134.65 feet to a point of reverse curvature; thence Southerly and Southeasterly along the arc of a curve to the left having a radius of 48.00 feet, a central angle of 69°-51'-21", an arc distance of 58.52 feet; thence South 66°-39'-00" East for 272.00 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right having a radius of 111.00 feet, a central angle of 21°-39'-00", an arc distance of 41.94 feet; thence South 45°-00'-00" East for 114.00 feet to the point of beginning.

Containing 0.17 acres of land, more or less.

Bearings herein above are based on the South line of Section 17 being North 88°-54'-28" East.

LEGAL DESCRIPTION

CLUBHOUSE TRACT

A parcel of land lying in Section 17, Township 45 South, Range 25 East, Lee County Florida, being more particularly described as follows:

Commencing at the Southeast corner of Section 17; thence North $01^{\circ}-21'-01''$ West along the East line of said Section 17 for 30.06 feet; thence South $88^{\circ}-38'-59''$ West for 1,272.76 feet to a point on a curve from which the radius point bears South $64^{\circ}-10'-34''$ East also being the Point of Beginning of the herein described parcel; thence Northeasterly along the arc of a curve to the right having a radius of 398.10 feet, central angle $19^{\circ}-10'-34''$ for an arc distance of 133.24 feet; thence North $45^{\circ}-00'-00''$ East, for 78.20 feet; thence North $32^{\circ}-35'-03''$ West, for 51.20 feet; thence North $29^{\circ}-21'-29''$ West, for 51.93 feet; thence North $65^{\circ}-40'-24''$ West for 53.49 feet; thence North $16^{\circ}-37'-51''$ West for 56.82 feet; thence North $35^{\circ}-54'-35''$ West, for 50.64 feet; thence North $49^{\circ}-34'-22''$ West, for 50.16 feet; thence North $65^{\circ}-48'-24''$ West, for 53.49 feet; thence South $55^{\circ}-33'-25''$ West, for 84.65 feet; thence South $67^{\circ}-30'-00''$ West, for 350.00 feet; thence South $82^{\circ}-30'-00''$ East, for 220.00 feet to the Point of Beginning.

Containing 2.20 acres of land, more or less.

Bearings herein above are based on the South line of Section 17, being North $88^{\circ}-54'-28''$ East.

LEGAL DESCRIPTION
COLD STREAM DRIVE S.E.
EASEMENT

A parcel of land lying in Section 17, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 17, North 01°-21'-01" West along the East line of Section 17, for 686.60 feet; thence South 88°-38'-59" West, for 354.33 feet to the Point of Beginning of the herein described parcel; thence South 88°-38'-45" West, for 55.00 feet to a point of curvature; thence Westerly along the arc of a curve to the left, having a radius of 517.47 feet, a central angle of 05°-45'-57", an arc distance of 52.07 feet to a point which radial line bears South 07°-07'-10" East to the next described curve; thence Easterly, Northeasterly and Northerly along the arc of a curve to the left having a radius of 30.00 feet, a central angle of 84°-14'-05", an arc distance of 44.11 feet; thence North 01°-21'-15" West, for 138.11 feet to a point of curvature; thence Northerly along the arc of a curve to the left having a radius of 691.20 feet, a central angle of 18°-10'-45", an arc distance of 219.31 feet to a point of reverse curvature; thence Northerly along the arc of a curve to the right having a radius of 741.20 feet, a central angle of 16°-29'-40", an arc distance of 213.38 feet; thence North 03°-02'-21" West, for 384.81 feet to a point of curvature; thence Northerly along the arc of a curve to the right having a radius of 725.00 feet, a central angle of 35°-12'-34", an arc distance of 445.53 feet to a point of reverse curvature; thence Northerly along the arc of a curve to the left, having a radius of 666.14 feet, a central angle of 25°-07'-09", an arc distance of 292.05 feet; thence North 88°-53'-27" East, for 50.48 feet to a point which the radial line bears North 83°-31'-18" West; thence Southerly along the arc of a curve to the right, having a radius of 716.14 feet, a central angle of 25°-41'-33", an arc distance of 321.13 feet to a point of reverse curvature; thence Southerly along the arc of a curve to the left, having a radius of 675.00 feet, a central angle of 35°-12'-34", an arc distance of 414.80 feet; thence South 03°-02'-21" East for 384.81 feet to a point of curvature; thence Southerly along the arc of a curve to the left, having a radius of 691.20 feet, a central angle of 16°-29'-40", an arc distance of 198.98 feet to a point of reverse curvature; thence Southerly along the arc of a curve to the right having a radius of 741.20 feet, a central angle of 18°-10'-45", an arc distance of 235.17 feet; thence South 01°-21'-15" East for 135.35 feet to a point of curvature; thence Southerly, Southeasterly and Easterly along the arc of a curve to the left, having a radius of 30.00 feet, a central angle of 90°-00'-00", an arc distance of 47.12 feet to the Point of Beginning.

1760 2489

Containing 1.98 acres of land, more or less.

Bearings herein above are based on the South line of Section 17,
being North 88°-54'-28" East.

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LEGAL DESCRIPTION OF

1760 12500

FLOODWAY EASEMENT "A"
(50 FEET IN WIDTH)

A parcel of land lying in Section 17, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the Southeast corner of Section 17, North $01^{\circ}-21'-01''$ West for 556.62 feet along the East line of Section 17 to the Point of Beginning of the herein described parcel; thence South $88^{\circ}-38'-45''$ West for 409.33 feet to a point of curvature; thence Westerly and Southwesterly along the arc of a curve to the left having a radius of 387.47 feet, a central angle of $43^{\circ}-38'-45''$ an arc distance of 295.16 feet; thence South $45^{\circ}-00'-00''$ West, for 216.60 feet to a point of curvature thence Southwesterly, Westerly and Northwesterly along the arc of a curve to the right having a radius of 50.00 feet, a central angle of $90^{\circ}-00'-00''$, an arc distance of 78.54 feet; thence North $45^{\circ}-00'-00''$ East, for 266.60 feet to a point of curvature, thence Northeasterly and Easterly along the arc of a curve to the right, having a radius of 437.40 feet, a central angle of $43^{\circ}-38'-45''$ an arc distance of 333.25 feet; thence North $88^{\circ}-38'-45''$ East, for 409.33 feet to the East line of said Section 17; thence South $01^{\circ}-21'-01''$ East for 50.00 feet to the Point of Beginning.

Containing 1.12 acres of land, more or less.

Bearings herein above are based on the South line of Section 17, being North $88^{\circ}-54'-28''$ East.

LEGAL DESCRIPTION OF

1760 2501

FLOODWAY EASEMENT "B"
(50 FEET IN WIDTH)

A parcel of land lying Section 17, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the Southeast corner of Section 17, North 01°-21'-01" West along the East line of said Section 17 for 630.72 feet; thence South 88°-38'-50" West for 1,264.71 feet to the Point of Beginning of the herein described parcel; thence South 18°-26'-06" West for 14.50 feet; thence South 29°-33'-34" West for 37.23 feet; thence North 49°-31'-08" West for 124.96 feet; thence North 40°-28'-52" East for 50.00 feet; thence South 49°-31'-00" East for 112.46 feet to the Point of Beginning.

Containing 0.14 acres of land, more or less.

Bearings herein above are based on the South line of Section 17, being North 88°-54'-28" East.

1 of 1

EXH. 916

LEGAL DESCRIPTION

OFF REC 1760 pc2502

OAK HILL LOOP S.E.
EASEMENT

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the Northeast corner of Section 20, run South 01°-13'-17" East along the East line of said Section 20 for 1,200.07 feet; thence South 88°-46'-43" West for 334.59 feet to the Point of Beginning of the herein described parcel; thence South 22°-00'-00" West for 610.92 feet to a point of curvature; thence Southwesterly, Westerly and Northwesterly along the arc of a curve to the right having a radius of 266.61 feet, a central angle of 87°-00'-00", an arc distance of 404.83 feet; thence North 71°-00'-00" West for 30.14 feet to a point of curvature; thence Northwesterly, Westerly and Southwesterly along the arc of a curve to the left having a radius of 30.00 feet, a central angle of 91°-50'-41", an arc distance of 48.09 feet to a point on a curve which the radial line bears North 72°-50'-41" West for the next described curve; thence Northerly along the arc of a curve to the right having a radius of 1,042.17 feet, a central angle of 02°-39'-54", an arc distance of 48.47 feet; thence North 71°-00'-00" West for 5.00 feet to a point which the radial line bears South 70°-15'-07" East to the next described curve; thence Northerly along the arc of a curve to the left having a radius of 840.26 feet, a central angle of 03°-09'-14", an arc distance of 46.25 feet to a point which the radial line bears North 73°-24'-18" West for the next described curve; thence Southerly, Southeasterly and Easterly along the arc of a curve to the left having a radius of 30.00 feet, a central angle of 87°-35'-42", an arc distance of 45.86 feet; thence South 71°-00'-00" East for 36.25 feet to a point of curvature; thence Southeasterly, Easterly and Northeasterly along the arc of a curve to the left having a radius of 231.61 feet, a central angle of 87°-00'-00", an arc distance of 351.69 feet; thence North 22°-00'-00" East for 610.92 feet to a point of curvature; thence Northerly along the arc of a curve to the left having a radius of 482.50 feet, a central angle of 40°-10'-17", an arc distance of 338.29 feet to a point of compound curvature; thence Northwesterly, Westerly and Southwesterly along the arc of a curve to the left having a radius of 182.50 feet, a central angle of 129°-49'-43", an arc distance of 413.53 feet; thence South 32°-00'-00" West, for 174.60 feet to a point of curvature; thence Southwesterly along the arc of a curve to the right having a radius of 335.81 feet, a central angle of 40°-00'-00", an arc distance of

234.44 feet; thence South $72^{\circ}-00'-00''$ West for 29.98 feet to a point of curvature; thence Westerly, Southwesterly and Southerly along the arc of a curve to the left having a radius of 30.00 feet, a central angle of $90^{\circ}-00'-00''$, an arc distance of 47.12 feet; thence North $18^{\circ}-00'-00''$ West for 95.00 feet to a point which the radial line bears South $72^{\circ}-00'-00''$ West for the next described curve; thence Southerly, Southeasterly and Easterly along the arc of a curve to the left having a radius of 30.00 feet, a central angle of $90^{\circ}-00'-00''$, an arc distance of 47.12 feet; thence North $72^{\circ}-00'-00''$ East for 29.98 feet to a point of curvature; thence Northeasterly along the arc of a curve to the left having a radius of 300.81 feet, a central angle of $40^{\circ}-00'-00''$, an arc distance of 210.01 feet; thence North $32^{\circ}-00'-00''$ East for 174.60 feet to a point of curvature; thence Northeasterly, Easterly and Southeasterly along the arc of a curve to the right having a radius of 217.50 feet, a central angle of $129^{\circ}-49'-43''$, an arc distance of 492.84 feet to a point of compound curvature; thence Southerly along the arc of a curve to the right having a radius of 517.50 feet, a central angle of $40^{\circ}-10'-17''$, an arc distance of 362.83 feet to the Point of Beginning.

Containing 1.88 acres of land, more or less.

Bearings herein above are based on the North line of Section 20, being North $88^{\circ}-54'-28''$ East.

LEGAL DESCRIPTION

INTERCEPTOR SWALE
(40 FEET IN WIDTH)

OFF
REC 1760 72504

A parcel of land lying Sections 17 and 20, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Beginning at the Southeast corner of Section 17; thence North 01°-21'-01" West along the East line of Section 17 for 556.62 feet; thence South 88°-38'-45" West for 40.00 feet; thence South 01°-21'-01" East parallel with the East line of Section 17 for 556.57 feet to the North line of Section 20; thence South 01°-13'-17" East parallel with the East line of Section 20 for 2,497.26 feet to the Northerly right-of-way line of Daniels Road, (S.R. 867 A); thence North 88°-57'-31" East along the Northerly right-of-way line of said Daniels Road for 40.00 feet to the East line of Section 20; thence North 01°-13'-17" West along the East line of Section 20 for 2,497.43 feet to the Point of Beginning.

Containing 2.80 acres of land, more or less.

Bearings herein above are based on the North line of Section 20, being North 88°-54'-28" East.

LEGAL DESCRIPTION OF

OFF REC 1760 PC2505

SPREADER SWALE
(30 FEET IN WIDTH)
AND AN INTERCEPTOR SWALE (30 & 40 FEET IN WIDTH)

A parcel of land lying in Section 17, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of Section 17, North 01°-21'-01" West along the East line of Section 17, for 2,403.22 feet to the Point of Beginning of the herein described parcel; thence South 88°-38'-59" West for 40.00 feet; thence North 01°-21'-01" West and parallel with the East line of Section 17 for 213.67 feet; thence South 88°-53'-27" West for 798.43 feet; thence South 29°-44'-17" West for 238.97 feet; thence South 07°-59'-37" West for 744.22 feet; thence North 82°-00'-23" West for 30.00 feet; thence North 07°-59'-37" East for 750.00 feet; thence North 29°-44'-17" East for 261.74 feet; thence North 88°-53'-27" East for 855.33 feet to the East line of Section 17; thence South 01°-21'-01" East for 243.51 feet to the Point of Beginning.

Containing 1.47 acres of land, more or less.

Bearings herein above are based on the South line of Section 17 being North 88°-54'-28" East.

INVERARY CIRCLE S.E.
EASEMENT

A parcel of land lying in Section 17, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of Section 17, North 01°-21'-01" West, along the East line of said Section 17, for 1,277.03 feet; thence South 88°-38'-59" West, for 505.55 feet to a point which the radial line bears North 86°-57'-40" East for the next described curve, also being the Point of Beginning of the herein described parcel; thence Northerly, Northwesterly and Westerly along the arc of a curve to the left, having a radius of 30.00 feet, a central angle of 90°-00'-00", an arc distance of 47.12 feet; thence South 86°-57'-39" West, for 109.30 feet to a point of curvature; thence Westerly and Northwesterly along the arc of a curve to the right, having a radius of 217.50 feet, a central angle of 78°-50'-30", an arc distance of 299.29 feet; thence North 14°-11'-51" West, for 300.45 feet to a point of curvature; thence Northwesterly, Northerly and Northeasterly along the arc of a curve to the right, having a radius of 217.50 feet, a central angle of 90°-00'-00", an arc distance of 341.65 feet; thence North 75°-48'-09" East, for 145.21 feet to a point of curvature; thence Easterly along the arc of a curve to the right, having a radius of 167.50 feet, a central angle of 38°-11'-50", an arc distance of 111.67 feet; thence south 66°-00'-01" East, for 56.50 feet to a point of curvature; thence Southeasterly, Easterly and Northeasterly along the arc of a curve to the left, having a radius of 30.00 feet, a central angle of 86°-23'-35", an arc distance of 45.24 feet to a point on a curve which the radial line bears North 62°-23'-36" West for the next described curve; thence southerly along the arc of a curve to the left, having a radius of 725.00 feet, a central angle of 07°-12'-51", an arc distance of 91.29 feet to a point which the radial line bears South 69°-36'-27" East for the next described curve; thence Northeasterly, Northerly and Northwesterly along the arc of a curve to the left, having a radius of 30.00 feet, a central angle of 86°-23'-35", an arc distance of 45.24 feet; thence North 66°-00'-01" West, for 56.50 feet to a point of curvature; thence Westerly along the arc of a curve to the left, having a radius of 132.50 feet, a central angle of 38°-11'-50", an arc distance of 88.33 feet; thence South 75°-48'-09" West, for 145.21 feet to a point of curvature; thence Southwesterly, Southerly and Southeasterly along the arc of a curve to the left, having a radius of 182.50 feet, a central angle of 90°-00'-00", an arc distance of 286.67 feet; thence South 14°-11'-51" East, for 300.45 feet to a point of curvature; thence Southerly, Southeasterly and Easterly along the arc of a curve to the left, having a radius of 182.50

feet, a central angle of $78^{\circ}-50'-30''$, an arc distance of 251.13 feet; thence North $86^{\circ}-57'-39''$ East for 109.30 feet to a point of curvature; thence Easterly, Northeasterly and Northerly along the arc of a curve to the left, having a radius of 30.00 feet, a central angle of $90^{\circ}-00'-00''$, an arc distance of 47.12 feet; thence South $03^{\circ}-02'-21''$ East, for 95.00 feet to the Point of Beginning.

Containing 1.11 acres of land, more or less.

Bearings herein above are based on the South line of Section 17, being North $88^{\circ}-54'-28''$ East.

LEGAL DESCRIPTION

CROSS CREEK BOULEVARD SOUTHEAST
(PUBLIC DEDICATED ROADWAY)

A parcel of land lying in Sections 17 and 20, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 17, run North 01°-21'-01" West along the East line of aforesaid Section 17 for 556.62 feet to the Point of Beginning of the herein described parcel; thence North 01°-21'-01" West along the East line of said Section 17, for 80.00 feet; thence South 88°-38'-45" West for 409.33 feet to a point of curvature; thence Southwesterly along the arc of a curve to the left having a radius of 517.47 feet, central angle 43°-38'-47", for an arc distance of 394.19 feet; thence South 45°-00'-00" West, for 590.00 feet to a point of curvature; thence Southwesterly along the arc of a curve to the left having a radius of 398.10 feet, central angle of 45°-00'-00", for an arc distance of 312.67 feet; thence South for 100.00 feet to a Point of Curvature; thence Southeasterly along the arc of a curve to the left having a radius of 756.20 feet, central angle of 18°-00'-00", for an arc distance of 237.57 feet; thence South 18°-00'-00" East, for 906.13 feet to a point of curvature; thence Southwesterly along the arc of a curve to the right having a radius of 760.26 feet, central angle of 37°-49'-40", for an arc distance of 501.94 feet to a point from which the radius point bears South 70°-10'-20" East; thence North 71°-00'-00" West, for 5.00 feet to a point in a curve from which the radius point bears South 70°-14'-42" East; thence Southwesterly along the arc of aforesaid curve to the left having a radius of 1,132.17 feet, central angle of 26°-52'-31", for an arc distance of 531.06 feet; thence South 07°-07'-13" East for 158.16 feet to a point of curvature; thence Southwesterly along the arc of a curve to the right having a radius of 50.00 feet, central angle of 90°-00'-00", for an arc distance of 78.54 feet to the intersection of the Northerly right-of-way line of Daniels Road (S. R. 867A); thence North 82°-52'-47" East along aforesaid Northerly right-of-way line of Daniels Road for 190.00 feet; thence Northwesterly along the arc of a curve to the right having a radius of 50.00 feet, central angle of 90°-00'-00", for an arc distance of 78.54 feet; thence North 07°-07'-13" West, for 158.16 feet to a point of curvature; thence Northeasterly along the arc of a curve to the right having a radius of 1,042.17 feet, a central angle of 26°-56'-26" for an arc distance of 490.03 feet to a point from which the radius point

CONTINUED:

CROSS CREEK BOULEVARD SOUTHEAST (PUBLIC DEDICATED ROADWAY)
 bears North 70°-10'-47" West; thence North 71°-00'-00" West, for
 5.00 feet to a point in a curve from which the radius point bears
 North 70°-15'-03" West; thence Northerly along the arc of a curve
 to the left having a radius of 840.26 feet, a central angle
 37°-44'-57", for an arc distance of 553.60 feet, thence North
 18°-00'-00" West, for 906.13 feet to a point of curvature; thence
 Northeasterly along the arc of a curve to the right having a radius
 of 676.20 feet, central angle of 18°-00'-00", for an arc distance
 of 212.43 feet; thence North for 100.00 feet to a point of
 curvature; thence Northeasterly along the arc of a curve to the
 right having a radius of 318.10 feet, central angle 45°-00'-00",
 for an arc distance of 249.83 feet; thence North 45°-00'-00" East,
 for 590.00 feet to a point of curvature; thence Northeasterly along
 the arc of a curve to the right having a radius of 437.47 feet,
 central angle of 43°-38'-45", for an arc distance of 333.25 feet;
 thence North 88°-38'-45" East for 409.33 feet to the Point of
 Beginning.

Containing 7.76 acres of land, more or less.

Bearings herein above are based on the North line of Section 20,
 being North 88°-54'-28" East.

LEGAL DESCRIPTION

WHITE MARSH LANE SOUTHEAST

(PUBLIC DEDICATED ROADWAY)

A parcel of land lying in Section 20, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South $01^{\circ}-13'-17''$ East along the East line of Section 20 for 1,838.08 feet; thence South $88^{\circ}-46'-43''$ West, for 1,047.86 feet to the Point of Beginning of the herein described parcel; thence North $71^{\circ}-00'-00''$ West, for 5.00 feet to a point on a curve which the radius line bears North $70^{\circ}-10'-20''$ West; thence Northerly along the arc of a curve to the left having a radius of 760.26 feet, central angle $04^{\circ}-17'-00''$, an arc distance of 56.84 feet; thence South, Southwesterly, Westerly and Northwesterly along the arc of a curve to the right having a radius of 30.00 feet, central angle of $93^{\circ}-27'-20''$, an arc distance of 48.93 feet; thence North $71^{\circ}-00'-00''$ West, for 516.25 feet to a point of curvature; thence Northwesterly along the arc of a curve to the right having a radius of 225.00 feet, central angle of $35^{\circ}-38'-49''$, an arc distance of 139.99 feet; thence North $35^{\circ}-21'-11''$ West, for 387.10 feet to a point of curvature; thence Northwesterly and Northerly along the arc of a curve to the right having a radius of 388.89 feet, central angle $16^{\circ}-06'-11''$, an arc distance of 109.30 feet; thence South $70^{\circ}-45'-00''$ West radial from the the last described curve and radial to a curve next described, for 50.00 feet to a point lying on a concentric curve; thence South and Southeasterly along the arc of a curve to the left having a radius of 438.89 feet, central angle of $16^{\circ}-06'-11''$, an arc distance of 123.35 feet; thence $35^{\circ}-21'-11''$ East, for 387.10 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left having a radius of 275.00 feet, central angle of $35^{\circ}-38'-49''$, an arc distance of 171.09 feet; thence South $71^{\circ}-00'-00''$ East, for 513.09 feet to a point of curvature; thence Southeasterly, Southerly and Southwesterly along the arc of a curve to the right having a radius of 30.00 feet, central angle of $88^{\circ}-01'-25''$, an arc distance of 46.09 feet; thence Northerly along the arc of a curve to the right having a radius of 1,132.17 feet, central angle of $02^{\circ}-43'-53''$, an arc distance of 53.97 feet to the Point of Beginning.

Containing 1.39 acres of land more or less.

Bearings herein above are based on the North line of Section 20, being North $88^{\circ}-54'-28''$ East.

MANAGEMENT CONTRACT

THIS AGREEMENT, made and entered into this 8TH day of NOVEMBER A.D., 1984, by and between HARRY LICHTCSIEN, BROKER, (hereinafter referred to as "Manager") and CROSS CREEK MASTER ASSOCIATION OF FORT MYERS, INC., a Florida Corporation not for profit (hereinafter referred to as "Association").

W I T N E S S E T H

WHEREAS, the Association is the Governing body for CROSS CREEK MASTER ASSOCIATION OF FORT MYERS, inc., whose mailing address is 1901 College Parkway, Fort Myers, Florida 33907;

WHEREAS, the parties want to insure the proper and uniform maintenance, management and operation of the MASTER ASSOCIATION by Manager until control is transferred to the unit owners as provided for herein; and

WHEREAS, the parties desire to provide for the maintenance and operation of the MASTER ASSOCIATION by Manager,

NOW, THEREFORE, in consideration of the mutual covenant between the parties running and One (\$1.00) Dollar, each to the other in hand paid, the parties covenant and agree as follows:

1

The Association hereby employs Manager to manage the Master Association and to render certain to the Association, all as provided for herein, and agrees to pay for said management and services the sums more particularly set forth herein. Manager agrees to manage the properties and render the services, and to receive as payment therefore the monies hereinafter provided for.

2

The term of this agreement shall be for a term commencing on the first day of the month immediately following the recording of the Declaration of Master Association and continue for a period of one (1) year or upon thirty (30) days written notice to the other party. Thereafter, the term shall be automatically extended year to year; provided however, that either party may cancel this agreement upon written notice to the other party given thirty (30) days prior to the contemplated termination date. It is understood that this agreement is subject to cancellation pursuant to Florida Statute 718.302.

DUTIES OF MANAGER:

Manager shall prepare and submit to the Association an annual operating budget for its approval. Manager shall, as the Agent for the Association, collect from each of the unit owners their respective monthly maintenance assessment for common expenses and deposit same in a special account to be used for the use and benefit of the Association, all as provided for herein. Manager shall pay from special account or accounts, all of the obligations of the Association as provided for in the operating budget, to the extent of the monies received by it from the Association members. Manager shall submit to the Treasurer of the Association monthly a statement showing all delinquent payments owed by the members and will prepare and submit to the Treasurer of the Association an annual statement showing all collections and disbursements, together with the balances in the special account, or accounts, and will further prepare and mail all necessary tax and corporation forms required by governmental authorities, except for U. S. corporate income tax returns.

IV

Among other items, Manager shall pay from the special account or accounts, the following items: all utility bills, if any, incurred by the Association, including electricity, sewer, water and trash, insurance premiums and the management fee to be paid to the Manager pursuant to the terms thereof.

V

In addition to the above and foregoing, Manager shall further, with Board approval, furnish, supply, render and/or contract for the following services for and on behalf of the Association; building maintenance, including bulb replacement in the public areas; ground care and necessary legal and accounting services.

In connection with the foregoing and in consideration of the management fee reserved to Manager herein, Manager shall handle and pay bills, render accounts, maintain an office and provide the necessary bookkeeping required in connection with the rendering of the services and management provided for herein.

The records shall be open for inspection by unit owners or their authorized representatives at reasonable times, and written summaries of them shall be supplied at least annually to unit owners or their authorized representatives.

VI

Manager shall receive as compensation for its services the sum of \$2.00 per month for each unit in the Master Association, payable monthly in advance.

VII

The Association agrees that it will assess its members annually a sum sufficient to equal the annual budget adopted from year to year and will instruct its initial members to commence the payments of their respective assessments to Manager simultaneously with the commencement of this Agreement and will similarly instruct its subsequent members as each building is completed.

In the event at the end of each budget year (except for the first year) the Manager has expended less than the total budgeted amount, Manager shall continue to hold such sum for the use and benefit of the Association, and such excess will be taken into consideration with the preparation of the budget for the next ensuing year. Manager agrees to advise and consult with the Directors in connection with the preparation to each annual budget, which budget shall be approved and adopted solely by the Association.

No accounting shall be required of Manager for the first year of the term hereof in that Developer has guaranteed that the assessment for common expenses shall not increase beyond the dollar amount stated in the initial budget and has agreed to pay any amount of common expenses incurred during said one year period not produced by the assessment in the guaranteed level received from unit owner other than Developer.

VIII

All monies received by Manager pursuant to the terms of this Agreement, from the Association members, shall be payable in such manner and to such account as will be designated by the Manager, and to be placed in depositories to be selected by Manager, with the approval of the Board.

IX

During the term of this Agreement, Manager, with Board approval, shall have the exclusive right of hiring, firing and supervising all of the Associations personnel, the selection and supervision of various sub-contractors from time to time needed and the placing of all insurance the Association is required to place or keep in force by its By-Laws, Declaration or Articles of Incorporation.

X

Each unit owner shall separately pay all taxes levied or assessed against the respective owners, together with any mortgage payments due on mortgages encumbering owner's respective units.

XI

The Association agrees that it will assess the units in a sum sufficient to properly operate and manage the Master Association in a first class manner as would be expected of an efficient operation, together with all sums necessary for the Association to fulfill its obligations under the terms and conditions of the Declaration of Master Association and exhibits thereto.

XII

Manager herein reserves the right to assign this Agreement at any time to any of its parent or affiliate corporations in Condominium and rental management.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Vern D. Gilbert

James H. Lucca

Signed, sealed and delivered in the presence of:

Vern D. Gilbert

James H. Lucca

HARRY LIGHTCSIEN, BROKER

Harry Lightcsien
President

GROSS CREEK MASTER ASSOCIATION
OF FORT MYERS, INC.

[Signature]

CLERK

Clerk

Dec 26 11 24 AM '84

RECORDED IN OFFICIAL
RECORDS
LEE COUNTY, FLORIDA
RECORDS VERIFIED

GROSS CREEK MASTER ASSOCIATION, C.
Estimated Schedule of Common Expenses

OFF
REC 176

		905 Units		Per Unit
		Annual	Monthly	Annual
1.	ADMINISTRATION OF ASSOCIATION			
	A. Legal	600.00		
	B. Office	3,000.00	50.00	.66
	C. Management Fee	21,720.00	250.00	3.31
			1,810.00	24.00
2.	BUILDING MAINTENANCE			
	A. Janitorial	12,000.00	1,000.00	13.26
	B. Supplies	1,800.00	150.00	1.99
	C. Repairs/Preventive Maintenance	7,800.00	650.00	9.62
3.	INSURANCE	7,200.00		
4.	UTILITIES		600.00	7.96
	A. Water (Clubhouse only)	2,400.00	200.00	2.65
	B. Garbage (Clubhouse only)	1,920.00	160.00	2.12
	C. Electricity (Clubhouse)	20,634.00	1,719.50	22.80
5.	GROUNDS MAINTENANCE (Clubhouse/Entryway)	15,000.00		
			1,250.00	16.57
6.	TAXES ON ASSOCIATION PROPERTY (Assessed and paid individually)	N/A		
7.	TAXES ON LEASED PROPERTY	N/A	N/A	N/A
8.	RENT FOR RECREATIONAL AND OTHER COMMON USED FACILITIES	N/A	N/A	N/A
9.	RECREATION EXPENSES		N/A	N/A
	A. Pool and Spa	5,400.00		
	B. Golf Course Maintenance (Labor & materials)	242,808.00	450.00	5.97
	C. Payroll	42,000.00	20,234.00	268.30
	D. Miscellaneous Activities	4,524.00	3,500.00	46.41
			377.00	5.00
10.	PRO SHOP OPERATIONS (1)	0.00		
			0.00	0.00
11.	FOOD AND BEVERAGE OPERATIONS (1)	0.00		
			0.00	0.00
12.	OPERATING CAPITAL	0.00		
			0.00	0.00
13.	RESERVES FOR DEFERRED MAINTENANCE (Clubhouse)			
	A. Roof Replacement	360.00		
	B. Painting	864.00	30.00	.40
	C. Paving Resurfacing	888.00	72.00	.95
			74.00	.98
ESTIMATED TOTAL		\$390,918.00	\$32,576.50	\$431.95
SEWER-905 Units		119,946.00	9,995.00	132.00
		\$510,864.00	\$42,571.00	\$563.95
				\$36.00
				11.00
				\$47.00

Notes:

(1) These operations are presumed to operate on a break even basis at minimum.