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This Instrument prepared by:
Christopher J. Shields, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
(941) 334-2195

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TOWNHOMES I AT BELLA TERRA

THIS DECLARATION is made this 4th day of March, 2005 by Habitat Lakes, LLC, a Florida limited liability company, joined by Lennar Homes, Inc., a Florida corporation, hereinafter collectively referred to as (the "Declarant") for itself and its successors, grantees and assigns.

PREMISES:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" to this Declaration, and desires to create thereon a residential neighborhood of up to two hundred seventeen (217) two (2) story single family Townhomes, all grouped in pairs, except for one building, which will contain only one single-family Townhome.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the Neighborhood, and to create a corporate entity to which will be delegated and assigned the powers of administering and enforcing this Declaration of Covenants, Conditions, and Restrictions, maintaining the Neighborhood Common Areas and insuring the Properties, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has created, under the laws of the State of Florida, a corporation not for profit known as Townhomes I at Bella Terra Association, Inc., for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, the Declarant declares that the real property described in Exhibit "A" to this Declaration, as it may be amended from time to time, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. All provisions of this Declaration shall be equitable servitudes which run with the land, and which bind and inure to the benefit of all present and future owners of Lots and Townhomes. The acquisition of any ownership interest in the Properties, or the lease, occupancy, or use of any portion of a Townhome, shall constitute an acceptance and ratification of all provisions of this Declaration as amended from time to time, and indicate agreement to be bound by its terms.

1. DEFINITIONS. Certain words and phrases used in this Declaration and its recorded exhibits shall have the definitions, if any, specified in the Declaration of Covenants, Conditions and Restrictions for Bella Terra, as originally recorded in the Official Records of Lee County, Florida, in Book 4236, at Pages 511 - 599, as the same is amended from time to time, or, if different, the meanings stated below, unless the context clearly requires otherwise.

1.1 "Architectural Review Committee" or **"ARC"** means the committee described in Section 6 of the Master Declaration.

1.2 "Association" means Townhomes I at Bella Terra Association, Inc., a Florida corporation not for profit.

1.3 "Board" means the Board of Directors of the Association.

1.4 "County" A reference in any of the Governing Documents to "the County" or to any County other than Lee County, Florida, is unintentional and shall be construed as intended to mean and refer to Lee County.

1.5 "Declarant" or **"Developer"** means Habitat Lakes, LLC, a Florida limited liability company, and Lennar Homes, Inc., a Florida corporation. Wherever either term is used in this Declaration, or in the Articles or Bylaws of the Association, it shall always be deemed to include any successor in interest to the Declarant's development rights and obligations.

1.6 "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Townhomes I at Bella Terra, as amended from time to time.

1.7 "Family" or **"Single Family"** means any one of the following:

(A) One natural person.

(B) Two or more natural persons who commonly and regularly reside together as a single housekeeping unit, each of whom is related by blood, marriage, or adoption to each of the others.

(C) Two or more natural persons meeting the requirements of (B) above, except that there is among them not more than one person who is not so related to some or all of the others.

1.8 "Governing Documents" means the Master Declaration, and the Articles of Incorporation and Bylaws of the Master Association, as well as this Declaration, and the Articles of Incorporation and Bylaws of the Association. If there is conflict in the interpretation of the Governing Documents, the order of priority shall be the same as the order in which they appear in this Section 1.8.

1.9 "**Guest**" means a person who is physically present in, or occupies a Townhome on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

1.10 "**Institutional Mortgagee**" means the holder of a mortgage against a Lot or Living Unit, which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any other institutional lender providing financing of acquisition, development or construction, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Lot or Living Unit which mortgage is guaranteed or insured (as evidenced by a recorded instrument) by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a mortgage held by an Institutional Mortgagee encumbering a Living Unit.

1.11 "**Lease**" means the grant by a Townhome owner of a right to occupy the owner's Townhome for valuable consideration.

1.12 "**Living Unit**" or "**Townhome**" means any or all of the two hundred seventeen (217) Townhome residences which will be constructed on the Lots, each designed for use and occupancy as a single-family residence. Wherever either term is used, it shall be interpreted as though it were followed by the words "and the Lot on which it is constructed," unless the context clearly requires another meaning.

1.13 "**Lot**" means one or more of the two hundred seventeen (217) numbered parcels of land, as graphically shown in Exhibit "B" hereto, into which the Properties have been subdivided, upon each of which a Living Unit has been, or is intended to be, constructed. Wherever "Lot" is used, it shall be interpreted as though it were followed by the words "and the Living Unit constructed thereon," unless the context clearly requires another meaning.

1.14 "**Master Association**" or "**the Master Association**" means Bella Terra of Southwest Florida Inc., a Florida corporation not for profit.

1.15 "**Master Declaration**" means the Declaration Covenants, Conditions and Restrictions for Bella Terra, as originally recorded in Book 4236, at Pages 511 - 599, in the Official Records of Lee County, Florida, and as amended from time to time.

1.16 "**Neighborhood Common Areas**" means all portions of the Properties exclusive of the Lots.

1.17 "Occupant" when used in connection with a Townhome, means a person who is physically present in the Townhome on two or more consecutive days, including staying overnight. "Occupy" means the act of being an occupant.

1.18 "Owner" or **"Member"** means a person who is the record owner of legal title to a Lot.

1.19 "Primary Occupant" means the natural person approved for occupancy, together with that person's family, when legal title to a Townhome is held in the name of more than two persons, or by a Director or a corporation or other entity which is not a natural person, as further provided in Section 14.1 below.

1.20 "Properties" or **"Neighborhood"** means all real property which is subject to this Declaration, and includes both Neighborhood Common Areas and Lots.

1.21 "Rules and Regulations" means the administrative rules and regulations governing use of the Neighborhood Common Areas and procedures for operating the Association and the Properties, as adopted, amended and rescinded from time to time by resolution of the Board of Directors.

1.22 "Service Charge" means a fee or charge against one or more owners, Lots or Living Units for any service, material or combination thereof which may be provided by the Neighborhood Association for the use and benefit of the owner on a voluntary basis, such as contracting in bulk for repairs, services, materials or maintenance. The amount paid or incurred by the Association on behalf of the owners accepting or receiving such material or service shall be a service charge against the Lots or Living Units so benefitted. The owner(s) are deemed to agree to such assessment by subscribing, requesting, or accepting the material or service.

1.23 "Temporary" or **"Temporarily"** means not more than thirty (30) days in any period of six (6) consecutive months.

1.24 "Townhomes I at Bella Terra" means, and is the name of, the Properties.

1.25 "Townhomes I Documents" means this Declaration and all recorded exhibits hereto, as the same may be amended from time to time.

1.26 "Voting Group" means a group of members of the Master Association who are represented by one (1) or more Directors of the Master Association, as more particularly described in Section 12.7 of the Master Association Declaration, and in a Supplemental Declaration to be recorded as provided therein.

1.27 "Voting Representative" means the representative selected by the owners in this Neighborhood to be responsible for casting the votes of this Neighborhood in all Master Association matters other than the election of Directors.

2. CONTINUING DEVELOPMENT. This Neighborhood is being developed by the Declarant into Lots intended for two (2) story townhome purposes. Two hundred sixteen (216) of the Townhomes shall be conjoined and constructed as attached dwelling units in pairs. One (1) Townhome unit shall be constructed as a single detached unit. Other areas of Bella Terra will contain other types of residential development, and may be under construction for an extended time. Incident to the development process, the quiet enjoyment of the properties may be unavoidably interfered with to some extent by construction and sales operations. From time to time, Declarant and others may present to the public certain renderings, plans, and models showing possible future development of Bella Terra.. Declarant does not warrant in any way the accuracy of these renderings, plans or models. They are primarily thematic and do not represent a guaranteed final development plan of Bella Terra.

3. ASSOCIATION; MEMBERSHIP; VOTING RIGHTS. The operation, of the Neighborhood, and the management and ownership of the .Neighborhood Common Areas shall be by the Townhomes I at Bella Terra Association, Inc., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

3.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "'C."

3.2 Bylaws. The initial Bylaws of the Association shall be the Bylaws as attached as Exhibit "D" to this Declaration, as they are amended from time to time.

3.3 Delegation of Management. The Association may contract for the management and maintenance of the Properties and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance of the Neighborhood Common Areas, with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Governing Documents and Sections 720.301 through 720.407, inclusive, Florida Statutes (2004), as amended.

3.4 Board of Directors. Except as expressly otherwise provided by law or by the Townhomes I Documents, the Association shall act through its Board of Directors and its officers, and no vote of the members shall be required. The officers and Directors of the Association have a fiduciary relationship to the members. An owner does not have the authority to act for the Association by virtue of being an owner.

3.5 Association As Owner of Lots. The Association has the power to purchase Lots and Living Units, and to acquire and hold, lease, mortgage, and convey them, by act of a majority of the Board of Directors. However, if at any time the Association owns two (2) or more Lots, it may not purchase any more Lots without the prior approval of a majority of the voting interests.

3.6 Members. Every person or entity who is a record owner of a fee simple interest in any Lot shall be a member of the Association. Membership is appurtenant to, runs with, and shall not be separated from, the real property interest upon which membership is based. The burden of notifying the Association of a change of membership shall be borne by the new member; and the Association shall not be required to recognize a change of membership until the new member furnishes satisfactory proof of ownership.

3.7 Membership Roster. The Association shall maintain a current roster of names and mailing addresses of owners and primary occupants. A copy of the up-to-date roster shall be available to any owner upon request.

3.8 Limitation on Liability. Notwithstanding the duty of the Association to maintain and repair the Neighborhood Common Areas, and certain parts of the Townhomes, the Association is not liable to owners for property damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the association, or caused by the elements or owners or other persons.

3.9 Powers and Duties. The powers and duties of the Association include those set forth in this Declaration, the Articles of Incorporation and the Bylaws. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. If the Association has the authority to maintain a class action, the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of an individual owner or class of owners to bring any action which may otherwise be available.

3.10 Master Association Voting. All votes of the members pertaining to the Master Association, except in the election of Directors, shall be cast by the Voting Representative of this Neighborhood Association, as further provided in Sections 3.12 and 3.13 of the Bylaws. Votes of the Declarant Member shall be cast by its designated representative. Voting in the election of Directors shall be by ballots the members personally cast, as further provided in the Bylaws.

3.11 Member Approval of Certain Litigation. Notwithstanding any other provisions of the Governing Documents, the Association must obtain the prior approval of at least two-thirds (2/3rds) of its voting interests before paying or obligating itself to pay legal fees to any person engaged by the Association for the purpose of commencing any lawsuit, other than for the following purposes:

(A) the collection of assessments;

(B) the collection of other charges which members are obligated to pay;

(C) the enforcement of the Governing Documents;

(D) the enforcement of the rules and regulations of the Association;

(E) in an emergency, when waiting to obtain the approval of the members creates a substantial risk of irreparable injury to the Association or its members; or

(F) filing a compulsory counterclaim.

3.11 Official Records. The official records of the Association shall be maintained within the state and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt by the Association of a written request for access. This requirement may be complied with by having a copy of the official records available for inspection or copying within the development. The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to members and prospective members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

4. ASSESSMENTS. The Association has the authority to levy assessments to pay common expenses. Common expenses include the expenses of the operation, maintenance, repair, replacement, or protection of the Neighborhood Common Areas and association property, the expenses of insurance for the Association and/or Directors and officers; the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as common expense by this Declaration or the Bylaws. If the Association enters into a contract for bulk service cable television, the cost of a duly franchised cable television service obtained pursuant to a bulk contract shall be a common expense.

4.1 Covenants to Pay Assessments. Declarant, for each Lot within the Neighborhood, hereby covenants, and each subsequent owner of a Lot (including any purchaser at a judicial sale), 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 to the Association:

(A) the Lot's share of annual assessments based on the annual budget of common expenses adopted by the Association;

(B) the Lot's share of special assessments for Association expenditures not provided for in the annual budget; and

(C) any special charge against one or more Lots specifically authorized in this Declaration or the Bylaws.

Assessments and charges shall be established and collected as provided herein and in the Bylaws. The obligation to pay the assessments provided for herein commences as to each Lot on the day of the first conveyance of the Lot to an owner other than the Developer, except that no Lot shall be subject to assessment until a certificate of occupancy or like authorization has been issued by the county as to the Townhome located on the Lot. The annual assessments, special assessments and special charges, together with interest, late payment fees, costs, and reasonable attorney's fees, shall be the personal obligation of the owner, his heirs, devisees, personal representatives, successors and assigns. In any conveyance of title to a Lot, voluntary or otherwise, the new owner shall be jointly and severally liable with the previous owner for all unpaid assessments and charges coming due prior to the time of such conveyance, without prejudice to the right of the new owner to recover from the previous owner any such amounts paid by the new owner. Except as provided in Section 4.3 below as to the Developer, and in Section 4.6 below as to certain persons acquiring title through foreclosure, or deed in lieu of foreclosure, of a first mortgage, no owner may be excused from the payment of assessments and charges unless all owners are similarly excused.

4.2 Share of Assessments. Each Lot and its owner(s) are liable for a share of all annual and special assessments levied by the Association, which share shall be a fraction of the whole, the numerator of which is the number "one" (1) and the denominator of which is the actual number of Lots in the Neighborhood. Until the development of the Neighborhood is completed, and all Townhomes have been sold to purchasers other than a developer, the denominator shall be conclusively presumed to be the number "two hundred seventeen (217)."

4.3 Developer's Guarantee of Assessments and Share for Lots Owned By It. The Developer guarantees that from the recording of this Declaration in the public records of the County, until December 31, 2005, or such earlier date as owners other than the Developer first elect at least a majority of the Directors of the Association as provided in Section 15 of this Declaration (the "turnover date"), assessments against the Lots for all Association purposes will not exceed $485.22 per quarter. If the turnover date has not occurred by December 31, 2005, then the Developer further guarantees that from January 1, 2006, until the first to occur of the turnover date or December 31, 2006, assessments against the Lots will not exceed $558.00 per quarter. If the turnover date has not occurred by December 31, 2006, then the Developer further guarantees that from January 1, 2007, until the turnover date, assessments against the Lots will not exceed $641.70 per quarter. During this guarantee period, the Developer shall be excused from the payment of assessments for Lots owned by it, and instead shall be obligated to pay all Association expenses actually incurred which exceed assessments receivable from all other owners at the guaranteed level, less other Association revenues from all other sources. Such difference (if any), shall not include the cost of funding reserves for operating expenses, depreciation, capital expenditures or deferred maintenance. After this guarantee period, the Developer shall have the same responsibility to pay assessments on Lots with completed Townhomes for which a certificate of occupancy has been issued as any other owner.

4.5 Establishment of Liens to Secure Payment. Any and all assessments and charges levied by the Association, together with interest at the highest rate allowed by law, and other costs and collection

(including, but not limited to attorney's fees) are hereby declared to be a continuing lien upon the Lot and Living Unit against which each such assessment or charge is made. The lien relates back to the date of recording this Declaration, and is superior to any Homestead rights any owner may acquire. No owner may exempt himself from personal liability, or release the Lot owned by him from the liens and charges hereof by waiving the use and enjoyment of the Common Areas, or by abandoning the Townhome. The lien is perfected by recording a Claim of Lien in the Public Records of the county, setting forth the amount and due date of each unpaid assessment or charge. To be valid the Claim of Lien must be signed by an officer or authorized agent of the Association, and must contain the legal description of the Lot. A recorded Claim of Lien secures payment of all assessments or charges due at the time of recording, as well as all assessments or charges coming due subsequently, including all interest, late payment fees, attorney's fees and costs incident to the collection process, until the Claim is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by the Claim of Lien, the party making payment is entitled to a satisfaction.

4.6 Priority of Lien; Non-liability of Certain Acquirers of Title. Except as may be otherwise expressly provided herein or by law, the Association's lien for unpaid assessments shall be subordinate and inferior all mortgages or other liens regardless of when recorded. A lease of a Townhome shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed. Exception: regardless of the priority of the lien, anyone who acquires title to a Lot and Living Unit by foreclosure, or deed in lieu of foreclosure, of an institutional first mortgage (the "acquirer"), and anyone claiming by, through or under the acquirer, shall not be liable to pay any assessments or charges that came due before the acquirer's acquisition of title, other than those assessments which came due during the one hundred eighty (180) days immediately preceding the date of acquisition of title by the acquirer. Any unpaid assessments or charges which cannot be collected by reason of this exception shall be treated as common expenses, divided equally among, payable by, and assessed against, all Lots including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

4.7 Collection of Assessments. If the owner of any Townhome fails to pay any charge or assessment, or installment thereof, within ten (10) days after the due date, the Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association:

(A) To charge interest on the unpaid amount, from the date payment is due until paid, at the highest rate allowed by law, as well as to impose a late payment fee of up to five percent (5 %) of the delinquent amount. This fee shall not be considered a "fine" as provided for in Section 12.3 below, and the procedural requirements for levying fines shall not apply to the imposition of late payment fees.

(B) To accelerate the due date for any and all remaining unpaid installments of the annual assessment against the owner's Townhome for the fiscal year.

(C) To file an action in equity to foreclose its lien. Unless otherwise required by law, the lien may be foreclosed by an action in the name of the Association in the same manner as provided in Section 718.116 of the Florida Condominium Act, as it may be amended from time to time, for the foreclosure of liens on condominium parcels for unpaid condominium assessments.

(D) To bring an action at law for a money judgment against the owner, without waiving any lien foreclosure rights. The Association may refuse to accept any tendered payment that bears a restrictive endorsement, and such will be the equivalent of no payment. Payment by check is not deemed received until the check has cleared.

4.8 Estoppel Information. The Association shall, within fifteen (15) days after receiving a written request for same, certify to any owner, prospective purchaser of a Townhome, or mortgagee in writing (sometimes referred to as an "estoppel letter") signed by an officer of the Association, setting forth whether all assessments and other sums due the Association have been paid. Such certificate may be relied upon by all interested persons except the Townhome owner.

4.9 Termination of the Association. If the Association no longer exists for any reason, and if no other Neighborhood Association has assumed its duties and functions, the Master Association shall have the power to perform all functions of the Association and shall be authorized to assess all owners for the cost of such services.

5. ARCHITECTURAL AND AESTHETIC CONTROL. The Developer is seeking to create a Neighborhood of architecturally harmonious homes. Among the techniques employed to accomplish this result is the use of certain carefully chosen colors for exterior paint and roof materials. In order to protect the integrity of the development plan and preserve the values of the Townhomes, after the initial construction of the Townhomes by the Developer, no owner shall make any material change whatsoever in the exterior color of any portion of his Residence or any appurtenant structure, nor in the color or style of roofing materials used on the Residence or appurtenant structure, without prior written approval of Architectural Review Committee of the Master Association (the "ARC"). Except for the initial construction of Townhomes and related improvements by the Developer, no building, structure or other improvement shall be erected or altered on any Lot, nor shall any grading, excavation, landscaping, or other work which in any way materially alters the exterior appearance of any structure, Lot or Neighborhood Common Area be performed without the prior written approval of the Board of Directors, as well as the ARC. In obtaining the written approval, owner, or any other person applying, shall comply with all applicable requirements and procedures of the Governing Documents. Refusal to approve proposed changes may be based on purely aesthetic reasons. The membership, term of office, composition, compensation (if any), qualifications and procedures of the ARC shall be as provided in the Master Association Declaration and Bylaws of the Master Association.

6. APPURTENANCES; PROPERTY RIGHTS; EASEMENTS.

6.1 Appurtenances to Each Lot. The owners of each Lot have certain rights and obligations appurtenant to such ownership, including without limitation the following:

(A) Membership in the Association, and the right to cast one (1) vote in Association affairs, which rights shall be acquired and exercised as provided herein, and in the Articles of Incorporation and the Bylaws of the Association.

(B) The non-exclusive right to use the Neighborhood Common Areas for the purposes intended, subject to the restrictions and limitations provided in the Governing Documents.

(C) Beneficial ownership of an undivided share of the assets and common surplus of the Association equal to the owner's share of liability for the assessments levied by the Association as set forth in Section 4.2 above. The ownership of an undivided share of the common surplus does not entitle the owner to a distribution of the common surplus.

(D) Membership and voting rights in the Master Association, and the non-exclusive right to use Master Association Common Areas, subject to the restrictions and limitations provided in the Governing Documents.

(E) Other appurtenances as may be provided in the Governing Documents. The appurtenances to a Lot and Living Unit automatically pass with the title, whether separately described or not, and cannot be separated from the title to the Lot and Living Unit. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the Townhomes.

6.2 Use and Possession. An owner is entitled to exclusive use and possession of his Lot and Living Unit. He is entitled to non-exclusive use of the Neighborhood Common Areas in accordance with the purposes for which they are intended, but no use of any Lot, Townhome or Common Area may unreasonably interfere with the rights of other owners or residents. No Lot or Townhome may be sub-divided or any part separately sold, leased or otherwise transferred. Every owner, and his tenants, guests and invitees, shall have a perpetual non-exclusive easement for ingress, egress and access in, to and over the walkways and private roads laid out on the Master Association Common Areas for use in common with all other owners, their tenants, guests and invitees. The portions of the Neighborhood Common Areas not used for walkways, private streets, sidewalks or driveways shall be for the common use and enjoyment of the owners and each owner shall have a permanent and perpetual easement for the use and enjoyment of such lands as common open space, subject to recorded restrictions and regulation by the Association. These easements shall be appurtenant to and shall pass with the title to every Lot subject to the following:

(A) The right and duty of the Association to levy assessments against each Lot for the upkeep, maintenance, repair or betterment of the Neighborhood Common Areas and improvements thereon.

(B) The right of the Association to dedicate or transfer or grant an easement covering all or any part of the Neighborhood Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Board. No such easement shall materially interfere with the rights of the owners to use the Common Areas for the purposes intended.

(C) The right of an owner to the non-exclusive use and enjoyment of the Neighborhood Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, and to his tenants, guests and invitees, subject to regulation from time to time by the Association.

6.3 **Title to Neighborhood Common Areas**. On or before the date when owners other than the Developer first elect a majority of the Board of Directors, the Developer shall convey the Neighborhood Common Areas to the Association by Special Warranty Deed, and the Association shall accept such conveyance, subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record. From the date this Declaration is recorded, the Association shall be responsible for the maintenance and operation of the Neighborhood Common Areas, and any improvements and personal property thereon. The Developer shall have the right from time to time to enter upon the Neighborhood Common Areas during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Neighborhood Common Areas that the Developer elects to build.

THE ASSOCIATION AND THE MEMBERS ARE OBLIGATED TO ACCEPT TITLE TO THE NEIGHBORHOOD COMMON AREAS AND FACILITIES, IN THEIR "AS IS" CONDITION, WITHOUT RECOURSE, WHEN CONVEYED TO THE ASSOCIATION BY THE DEVELOPER. TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEVELOPER DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, IN LAW OR IN FACT, WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND REPRESENTATIONS OR WARRANTIES REGARDING THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS, FURNITURE OR EQUIPMENT WHICH WILL BE USED IN, THE NEIGHBORHOOD COMMON AREAS AND FACILITIES.

6.4 Partition; Separation of Interests. There shall be no judicial partition of the Neighborhood Common Areas, except as expressly provided elsewhere herein, nor shall the Developer, or any owner or any other person acquiring any interest in the Neighborhood, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Lot and Living Unit owned in cotenancy. The ownership of any Lot and the ownership of the Townhome constructed thereon may not, however, be separated or separately conveyed, nor may any person who does not have an ownership interest in at least one Lot and Living Unit hold membership in the Association.

6.5 Easements. Each of the following easements and easement rights is reserved through the Properties and is a covenant running with the land, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Properties. Any lien encumbering these easements shall automatically be subordinate to the rights of the owners with respect to such easements. Each Lot shall be subject to an easement in favor of all other portions of the Properties for the location of utilities, for the location of, and access for the operation, maintenance, repair and replacement of plumbing, electrical, mechanical and HVAC equipment (including but not limited to air conditioning compressors, conduits, lines, and other apparatus) which may be situated on certain lots but serves neighboring lots, for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of party walls, and shared structural supports, roofs, pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities serving the Properties.

(A) Utility and other Easements. The Association has the power, without the joinder of any owner, to grant, modify or move easements such as electric, gas, cable television, or other utility, service or access easements, or relocate any existing easements, in any portion of the Properties, and to relocate any existing easements in any portion of the Properties, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Properties. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Lots. The Association may also transfer title to utility-related equipment or installations, and take any other action reasonably necessary to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment or installations are to be so transferred.

(B) Encroachments. If for any reason other than the intentional act of the owner or the Association, any Townhome encroaches upon any of the Neighborhood Common Areas, upon any other Lot, or any Neighborhood Common Area encroaches upon any Lot, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

(C) Ingress and Egress. A non-exclusive easement shall exist in favor of each owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Neighborhood Common Areas as from time to time may be intended and designated for such purpose and

use, and for vehicular and pedestrian traffic over, through, and across such portions of the Neighborhood Common Areas as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

(D) Drainage. A perpetual, non-exclusive easement shall exist in favor of Declarant, the Association, the Master Association, and their employees or other designees for the use of drainage areas established throughout the Neighborhood, and an easement for ingress, egress, and access to enter any portion of the Neighborhood in order to construct, maintain or repair, as necessary, any drainage areas and facilities thereon and appurtenances thereto, specifically including without limitation, access over and across portions of the Neighborhood Common Areas by utility companies to utilize such areas for facilities for the transporting of treated effluents for irrigation purposes. No structure, landscaping, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may obstruct or retard the flow of water through drainage areas or otherwise interfere with any easement provided for in this Section or the use rights set forth elsewhere in the Governing Documents.

(E) Construction; Maintenance. The Developer and its agents, employees and contractors shall have the right to enter the Properties and take any action reasonably necessary or convenient for the purpose of completing the construction thereof, provided such activity does not prevent or unreasonably interfere with the use or enjoyment by the owners of their property.

(F) Sales Activity. The Developer and its agents, employees and contractors shall have an easement to use, without charge, any Townhomes owned or leased by the Developer, and the Neighborhood Common Areas (including, but not limited to, all recreational facilities), in order to establish modify, maintain and utilize, as it and they deem appropriate, model Townhomes and sales and other offices. Without limiting the generality of the foregoing, the Developer and its designees may show model Townhomes or the Neighborhood Common Areas to prospective purchasers or tenants, erect signs On the Properties, and take all other action helpful for sales, leases and promotion of the Properties.

(G) The easements and rights described in (E) and (F) above shall terminate upon the sale of all Townhomes to purchasers other than a successor Developer.

6.6 Assignment of Easements. The easements and easement rights reserved hereunder to the Developer may be assigned by the Developer in whole or in part to the Association, the Master Association, any town, county or state government or agency thereof, or duly licensed or franchised public or private utility, or any other designee of the Developer.

7. MAINTENANCE; IMPROVEMENTS.

7.1 Maintenance of Neighborhood Common Areas. Except as otherwise provided herein, the Association shall maintain, repair and replace any and all improvements constructed on the Neighborhood Common Areas, including without limitation all landscaping, the components of the irrigation systems, including but not limited to the tap into the main line, timers, switching devices and heads, drainage structures, utility lines, walkways, light fixtures, and other structures. Additionally, where the Neighborhood Common Areas are contiguous to the right-of-way of a road, the Association shall maintain all landscaping (if any) between the Neighborhood Common Areas and the pavement within such right-of-way. The Association shall obtain the written approval of the ARC before making any material alterations or substantial additions to the Neighborhood Common Areas.

7.2 Maintenance of Lots and Townhomes.

(A) Lots. The mowing of lawns and all outside maintenance, repair and replacement of landscaping and sprinkler systems is the Association's responsibility, and is a common expense. No person may add to or change the plantings, trees or landscaping without the prior approval of the Association.

(B) Townhomes. The Association shall clean and provide ordinary maintenance, repair and replacement of the roofs, structural components and the exterior walls and other surfaces of the Townhomes and appurtenant structures such as privacy walls and garages, the need for which is caused by normal wear and tear and weathering keeping the appearance of the same in a condition comparable to the condition of such improvements at the time of their initial construction, except for normal weathering, wear and tear. The cost shall be a common expense. Painting the outside of exterior doors, door and window frames and exterior caulking, are Association responsibilities. Maintenance, repair and replacement of mailboxes and street lighting is the Association's responsibility. Otherwise the maintenance, repair and replacement of the Townhomes is the responsibility of the owners thereof. The owner of each Townhome shall maintain, repair and replace, at his own expense, all portions of his Townhome except-those portions specifically required to be maintained, repaired and replaced by the Association. Specifically it is the owner's responsibility to repair, reconstruct or replace all damage resulting from windstorm, fire, flood, hail, hurricanes, sinkholes, and other natural disasters, acts of God, and casualties that are or could be covered by property insurance carried by the owner under Section 8.1 below. The owner is responsible for any deductibles. By way of illustration, and not limitation, the owner's responsibilities include:

1. Windows, glass and screens, doors, door and window frames, hardware and locks.

2. All wiring, plumbing, and electrical or mechanical equipment or fixtures which serve only the Townhome, regardless of location.

3. Pools, pool cages and related structures and improvements.

Each owner shall maintain his Townhome and all fixtures and appliances located therein in good condition and repair at all times. Each Owner shall maintain his/her mailbox. Garages and storage areas shall be maintained in an orderly condition, and the storage of combustibles or explosives other than ordinary household materials is prohibited. Each owner is prohibited from painting or otherwise decorating or changing the appearance of his Townhome except as permitted in the Declaration.

7.3 Completion of Neighborhood. The Developer shall undertake the work of developing all Lots and Townhomes within the Neighborhood. The completion of that work, or the sale, lease, or other disposition of Townhomes, is essential to the establishment and welfare of the Neighborhood as an ongoing residential community. In order that such work may be completed and the Neighborhood established as a fully-occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Developer, or the employees, contractors or sub-contractors of Developer, or of Developer's transferees, from doing whatever in their judgment is reasonably necessary or advisable for the completion of the work and the establishment of the Neighborhood as a residential community. As used in this paragraph, the words, "its transferees" specifically do not include purchasers of Lots improved with completed Townhomes.

7.4 Enforcement of Maintenance. If the owner of a Townhome fails to maintain it as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Lot, with or without consent of the owner. The Association may repair, replace, or maintain any item which constitutes an immediate hazard to other property or residents, or which has a material adverse effect on the appearance of the Neighborhood. Any expenses so incurred by the Association shall be assessed against the owner, together with reasonable attorney's fees and other expenses of enforcement.

7.5 Negligence; Damage Caused by Condition in Townhome. The owner of each Townhome shall be liable for the expenses of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his guests, employees, agents, or lessees, only to the extent that such expense is not met by proceeds of insurance. Each owner has a duty to maintain his Townhome, and the personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Townhomes, the Neighborhood Common Areas or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other Townhomes, the Neighborhood Common Areas, Association property or property within other Townhomes, the owner of the offending Townhome shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Townhomes involved is not occupied at the time the damage is discovered, the Association may enter the Townhome without prior notice to the owner and take reasonable action to mitigate damage

or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

7.6 Alterations and Additions. Funds necessary for material alterations or substantial additions to the Neighborhood Common Areas by the Neighborhood Association may be levied as special assessments by the Association only upon prior approval by a majority of the whole Board of Directors and approval by two-thirds (2/3rds) of the voting interests present and voting at a meeting called for the purpose. Prior to the commencement of any such project relating to the Neighborhood Common Areas or to the buildings, the Association shall obtain the written approval of the ARC. However, if changes that are necessary to enable the Association to perform its legal duty to protect, insure, maintain, repair or replace the Properties also happen to constitute material alterations or substantial additions, no prior approval by the owners is necessary.

7.7 Pest Control. The Association may elect to supply pest control services for the inside of each Townhome, with the cost thereof being part of the common expenses. An owner has the option to decline such service unless the Association determines that such service is necessary for the protection of other Townhomes, in which case the owner must either permit the Association's pest control company to enter his Townhome, or employ a licensed pest control company of his own selection to enter his Townhome on a regular basis to perform pest control services and furnish written evidence thereof to the Association. The cost of pest control provided by the Association is a common expense, so the election of an owner not to use the service will not reduce the owner's assessments.

7.8 Hurricane Shutters. Notwithstanding anything to the contrary above, the Board of Directors shall adopt, with the approval of the ARC, a model, style and color of hurricane shutter as a standard for use in the Properties. No hurricane or storm shutters except the standard model, color and style adopted by the Board of Directors and approved by the ARC shall be used.

8. INSURANCE OF TOWNHOMES; RECONSTRUCTION AFTER CASUALTY.

8.1 Duty to Insure and to Reconstruct. Each owner shall at all times maintain full replacement value property insurance on his Townhome and all other insurable improvements on his Lot. If any Townhome or other improvements located on any Lot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane other casualty, the owner of such Townhome or improvements shall cause repair or replacement to be commenced within sixty (60) days from the date that such damage or destruction occurred, and complete the repair or replacement within six (6) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition; shall utilize and conform with the original foundation and boundary of the original improvements; and shall be structurally compatible with any adjoining improvements which share a party wall as that term is defined in Section 9.1 below.

8.2 Failure to Reconstruct. If the owner of any Lot fails to commence or complete construction, or repair or replace any damaged or destroyed improvements within the time periods provided for in Section 8.1 above, the Association shall give written notice to the owner of his default. If after thirty (30) days the owner has not made satisfactory arrangements to meet his obligations, the Association shall be deemed to have been granted the right by the owner, as such owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this Section, which shall be in the sole discretion of the Board of Directors, the owner(s) of the Lot shall be deemed to have assigned to the Association any insurance proceeds that may be available because of the damage or destruction of the improvements. The Association shall have the right to recover from the owner of the Townhome any costs not paid by insurance, and shall have a lien on the Lot and Townhome to secure payment.

8.3 Failure to Insure; Association as Co-insured. For the purpose of this Section 8, each owner of a Lot within the Neighborhood agrees that the Association shall be named as a co-insured under any property and/or flood insurance policy relating to his Lot and improvements constructed thereon. If an owner fails or refuses to maintain the insurance coverage required in this Section 8, or if the owner allows the required insurance coverage to lapse, or for some other reason, causes the same to become ineffective, the Association may, but is not obligated to, purchase whatever coverage it deems reasonably necessary for the Association's benefit. The costs so incurred by the Association shall become due and payable by the owner in all respects, together with interest, reasonable attorney's fees and costs of collection, immediately upon the Association notifying the owner in writing, that it has procured such insurance. The Association has the right from time to time to require each owner to produce proof of insurance.

8.4 Association's Right of Entry. For the purpose of performing the duties authorized by this Section 8, the Association, through its duly authorized agents and employees, shall have the right, after reasonable notice to the owner, to enter upon the Lot at reasonable hours.

9. PARTY WALLS.

9.1 Definition. Any wall which is built as part of the original construction of any Townhome subject to this Declaration and placed on the dividing line between adjoining Townhomes and Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section 9, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

9.2 Cost of Repairs. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the owners who share the wall.

9.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who uses the wall may restore it, and if any other owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. This paragraph shall be deemed to be in addition to, and not in lieu of or to the exclusion of, the repair obligations of the Association under Section 9.2 above.

9.4 Weatherproofing. Notwithstanding any other provision of this Section 9, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

9.5 Contribution. The right of any owner to contribution from any other owner(s) under this Declaration shall be appurtenant to the land and shall pass to such owner's successors in title.

9.6 Binding Arbitration. Any dispute concerning a party wall shall be submitted to arbitration under Chapter 682, Florida Statutes. Each party shall choose one arbitrator, and the arbitrators shall choose one additional arbitrator. The decisions of a majority of the arbitrators shall bind the parties.

10. ASSOCIATION INSURANCE. Insurance shall be carried and kept in force at all times in accordance with the following provisions:

10.1 Association Insurance: Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force at all times the insurance coverage which it is required to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it may deem necessary. The premiums shall be a common expense. The name of the insured shall be the Association as agent for the owners without naming them, and their mortgagees.

10.2 Required Coverage. The Association shall maintain adequate liability insurance and casualty insurance covering insurable improvements (if any) that are part of the Neighborhood Common Areas, with coverage equal to the maximum insurable replacement value thereof, as determined annually by the Board of Directors; such insurance to afford the following protection:

(A) Property. Loss or damage by fire, extended coverage (including windstorm) vandalism, and malicious mischief, and other hazards covered by what is commonly referred to as an "all risk" property contract.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as shall be required by the Board of Directors, with cross liability endorsement to cover liabilities of the owners as a group to any single owner.

(C) Automobile. Automobile liability for bodily injury and property damage for owned and/or non-owned motor vehicles, in such limits of protection and with such coverage as shall be required by the Board of Directors.

(D) Fidelity Bonding. Adequate fidelity bond coverage for all individuals having control of or access to Association funds.

10.3 Optional Coverage. The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time to time to be in the best interest of the Association and owners. Some common examples are:

(A) Flood insurance.

(B) Broad Form Comprehensive General Liability Endorsement.

(C) Directors and Officers Liability.

(D) Medical Payments.

10.4 Description of Coverage. A detailed summary of the coverages included in the Association's policies shall be available for each owner upon request. All Association insurance policies shall be available for inspection by owners upon request.

10.5 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogate as to any claim against owners, the Association, or their respective servants, agents or guests, except for any claim based primarily upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

10.6 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, and all proceeds shall be payable to the Association.

10.7 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be used to defray the cost of repair or reconstruction. Any proceeds remaining after defraying costs shall become part of the Association's common surplus.

10.8 Association as Agent. The Association is hereby irrevocably appointed agent for each owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Townhomes.

11. GENERAL COVENANTS AND USE RESTRICTIONS.

11.1 Residential Use. Each Townhome shall be occupied by only one family and its temporary guests at any time, as a residence and for no other purpose. No time-sharing, business or commercial activity shall be conducted in or from any Townhome. No person may publicly advertise the address of a Townhome as the address of any business. The use of a Townhome as a public lodging establishment shall be deemed a business or commercial use. This Section 11.1 shall not be construed to prohibit any Townhome occupant from maintaining a personal or professional library, from keeping his personal, business or professional records in his Townhome, or from handling his personal, business or professional telephone calls, written correspondence, or other communications in and from his Townhome. Such uses are expressly declared customarily incident to residential use. This Section 11.1 is, however, intended to prohibit commercial or business activity by an owner which would noticeably change the residential ambiance of the Neighborhood, or make it obvious that a business is being conducted, Such as by regular or frequent traffic in and out of the Neighborhood by persons making deliveries or pick-ups, or by employees and business associates, or by customers and clients.

11.2 Occupancy of Townhome when Owner is not in Residence. An owner may occasionally allow family, friends or business associates in reasonable numbers to temporarily occupy his Townhome in his absence. Except as otherwise provided in Section 15.1 below, this provision is not intended to allow any owner to use his Townhome as short-term transient accommodations for several individuals or families. The owner must register all guests with the Association in advance, giving such information about the guests and the period of their stay as the Board may reasonably require. The owner is responsible for the conduct of his guests. When the owner is not in residence, no more than six (6) overnight occupants are allowed at any time.

11.3 Leasing. Townhomes may be leased, with the minimum allowable lease period being thirty (30) consecutive days. No lease may begin sooner than thirty (30) days after the first day of occupancy under the last previous lease. All leases are subject to the following restrictions and conditions:

(A) The lease must be written, and a fully executed copy must be provided to the Association not less than fifteen (15) days before the beginning of the lease term, together with such other information about the tenants as the Board may reasonably require.

(B) No lease may be for a period of less than thirty (30) consecutive days.

(C) No more than six (6) overnight occupants are allowed in a leased Townhome.

(D) No subleasing or assignment of lease rights is allowed.

(E) No one but the lessee and the lessee's spouse if any, and their unmarried children who live with their parents, may occupy the unit during a lease.

All of the provisions of the Townhomes I Documents and the Rules and Regulations of the Association pertaining to use and occupancy of the Townhomes shall be applicable to and enforceable against any person occupying a Townhome as a lessee or guest, to the same extent as against an owner, and a covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Townhomes I Documents, designating the Association as the owner's agent, with the authority to terminate any lease and evict the tenant in the event of violations by the tenant of such covenant, shall be deemed to be included in every lease whether oral or written, and whether specifically expressed in such lease or not.

THE DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OF RENTING TOWNHOMES OR THE INCOME TO BE DERIVED THEREFROM. ANY OWNER WHO DESIRES OR INTENDS TO RENT A TOWNHOME MUST INDEPENDENTLY DETERMINE AND ASSUME RESPONSIBILITY FOR THE FEASIBILITY OF RENTING, AND SHOULD CONSULT HIS OR HER OWN ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC ADVANTAGE OF OWNERSHIP.

11.4 Nuisance. No member shall use or permit a Townhome to be used in any manner which would be unreasonably disturbing, detrimental or a nuisance to the occupant of another Townhome or which would not be consistent with the maintenance of the highest standards for the first class residential development, nor permit the premises to be used in a disorderly or unlawful way. The use of each Townhome and the Neighborhood Common Areas shall be consistent with existing laws and the Governing Documents, and residents shall at all times conduct themselves in a peaceful and orderly manner. No unlawful, disorderly or offensive activity shall be carried on upon any Lot or in any Townhome, nor shall any owner permit or condone any activity that is, or may reasonably become, a source of annoyance or nuisance to other residents.

11.5 Temporary Structures. Temporary structures, including trucks, trailers, motor homes, recreational vehicles, tents or shacks shall not be used on any Lot at any time as a residence, either temporary or permanent.

11.6 Signs. In order to maintain an attractive community, no sign, banner, advertisement or poster (including"open house", "for sale" or "for rent" signs) shall be exhibited, displayed, inscribed, painted, or affixed, in, on or upon any part of the Properties. This provision includes signs inside of Townhome windows or the windows of motor vehicles. This Section 11.6 shall not apply to signs used by Developer or its agents to market Townhomes owned by Developer.

11.7 Appearance; Refuse Disposal. Each owner shall keep his Lot and Townhome free of trash and debris and shall reasonably maintain his Townhome. Personal property of residents shall not be left on the lawns or landscaped areas outside the Townhomes. Trash, garbage or other waste must be kept in appropriate containers suitably screened from view from the street and adjacent Lots. Porches, and lanais shall be used only for the purposes intended, and shall not be used for hanging

or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

11.8 Maintenance. The Developer shall care for unimproved Lots within the Properties at its expense, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom, and do any other things and perform any labor necessary to keep the Lot in reasonable order. The Association shall have the right to repair any structure or improvement on any Lot which, in the opinion of the Board, constitutes a safety hazard or nuisance, or is unsightly, or is in a state of disrepair, provided that the Lot owner is given no less than five (5) days notice of the Association's intent to do so, which reasonably specifies the proposed action. The Association shall charge the expense of same against the owner of the Lot, which charge shall be a lien on the Lot which may be foreclosed and shall include the Association's attorney fees and other costs in connection with the lien and foreclosure.

11.9 Awnings and Windows. Awnings, storm shutters, solar film, and other window coverings shall be subject to the prior approval and control of the ARC.

11.10 Fences. With the exception of certain bronze or white aluminum fences approved by the ARC and hving a height not to exceed forty-eight (48) inches in height measured from the ground level and erected only around the perimeter of any swimming pool deck area, no other fence, wall, hedge or other physical and visual barrier shall be erected on any lot or in the Neighborhood Common Areas, except as originally installed by Developer.

11.11 Driveways and Parking Areas. Driveways and parking areas must be paved with concrete, paver blocks, or another hard surface approved by the Developer. Maintenance and repair of all driveways, parking and other paved parking facilities shall be the responsibility of the Association. Driveways must be kept clean and free from excessive oil, rust or other unsightly stains.

11.12 Water Supply; Wells; Water Rights. Each Living Unit shall be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All irrigation systems must be connected to the non-potable water line and all outside spigots must be connected to the potable water line. Each owner shall be required to connect the water lines on his Lot to the lines of the utility provider(s) providing service to Bella Terra of Southwest Florida, Inc.. No owner may install or operate a private well for any reason, including operation of a water source heat pump.

11.13 Landscaping. All landscaping, including without limitation, trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Association. The Association shall only be responsible for trimming trees up to a height of fifteen (15) feet. Each individual homeowner shall be responsible for replacing landscaping in areas other than common areas unless the Association, by and through its Board, elects to assume this responsibility. No landscaping shall be added, augmented, replaced, cut down, destroyed or removed without the prior written approval of the ARC. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any Lot outside of the Townhome and the Townhome's privacy walls, unless approved by the ARC.

11.14 Pets. The owner of each Townhome may keep not more than two (2) small pets, of a normal domesticated household type (such as a cat or dog) in the Townhome. Reasonable numbers of birds in cages and fish in aquaria are also permitted, subject to reasonable regulation by the Association. Animals must be hand carried or leashed at all times while outside of the Townhome. The owner is responsible for cleaning up after his pet. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyances to other residents of the Properties. No reptiles, amphibians, poultry, swine or livestock may be kept on the Properties. The Board of Directors may restrict the locations where pets may be walked.

11.15 Parking and Storage of Vehicles. Except for service vehicles temporarily present on the property, owners and occupants of Townhomes I may not park, store or keep on the property any commercial truck or other commercial vehicle, or any boat, trailer, semi-trailer, recreation vehicle, motorcycle, house trailer, mobile home, motor home, bus, tractor, or any other such vehicle, unless it is enclosed within a garage. No person may park, store or keep any motor vehicle on grassed or landscaped areas, or any places outside of paved driveways, garages, or other designated parking areas. Vehicles which are in wrecked, junked, partially dismantled, inoperative or abandoned condition, whether attended or not, and those not bearing current license plates, are not permitted on the Properties. Because guest parking may be limited in some areas, each owner is specifically cautioned that he and the other occupants of his Townhome may be limited or restricted as to the number of motor vehicles they may keep on the Properties. The repair of motor vehicles, except emergency repairs, is not permitted on the Properties. For purposes of this paragraph "kept" shall mean present for either a period of twelve (12) consecutive hours or overnight, whichever is less. No house trailer, mobile home, motor home and the like may be kept more than two (2) times in any month. Any vehicle parked in violation of this Section is subject to being towed away at the owner's expense without further warning.

11.16 Antennas, Radio Equipment and Flagpoles. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, unless expressly approved in writing by the ARC, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Master Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Master Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local.: laws and regulations, including zoning, land-use and building regulations. A flagpole, for display of the American Flag only, may be permitted if its design and location are first approved by the

ARC. An approved flagpole shall not be used to mount an antenna. It is the intent of this Section to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances which is sometimes caused by ham radios, CB base stations or other high-powered broadcasting equipment. This Section 11.16 shall not apply to the Developer or its agents to market Townhomes owned by Developer.

11.17 LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS, WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING WITHOUT LIMITATION MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. PROPERTY OWNERS ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT, WHICH MAINTENANCE WILL BE MAINTAINED TO THE GREATEST DEGREE LAWFUL BY THE MASTER ASSOCIATION.

No person shall undertake or perform any activity in Conservation Areas described in the approved permits and Plats of Bella Terra of Southwest Florida, Inc., or remove native vegetation that becomes established within the Conservation Areas and without prior written approval of the ARC, the County, and the South Florida Water Management District. Prohibited activities within Conservation Areas include the removal of native vegetation, excavation, placement or dumping of soil, trash or land clearing debris, and construction or maintenance of any building, Unit or other structure. "Removal of native vegetation" includes dredging, application of herbicides, and cutting.

11.18 Open Space. Any land subjected to this Declaration and designated as open space, landscape buffer, preserve area, Conservation Area or words of similar import on any plat, declaration of covenants and restrictions, site plan, permit or other document shall be preserved and maintained by the owner of such land as open space. If such land or an easement over such land has been conveyed or dedicated to the Neighborhood Association, the Neighborhood Association shall preserve and maintain such land. No development may occur on such land except structures or improvements which promote the use and enjoyment thereof for open space purposes.

11.19 Lakes; Water Retention Ponds. No Lot, Tract, Parcel or Neighborhood Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the ARC and the District. No person other than the Declarant or the Master Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

12. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every owner, and all guests, tenants and occupants of Townhomes, shall at all times comply with Chapter 720, Florida Statutes, the Governing Documents, and the rules of the Association. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors of the Association, whose interpretation of the Governing Documents and/or whose remedial action shall control. Each member and the member's tenants, guests, and invitees, and the Association, are governed by, and must comply with, this Chapter 720, the governing documents of the Neighborhood, and the rules of the Association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any member against:

(A) The Association;

(B) A member;

(C) Any Director or officer of the Association who willfully and knowingly fails to comply with these provisions; and

(D) Any tenants, guests, or invitees occupying a parcel or using the common areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Section does not deprive any person of any; other available right or remedy.

12.1 Enforcement Action. Judicial enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

12.2 Self-Help Remedies. Violation of any conditions or restrictions or breach of any covenant herein contained or in any of the Governing Documents shall also give the Declarant, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land where such violation or breach exists and summarily abate and remove, at the expense of the owner of the land, any construction or other violation that may be or exist thereon. The Developer, its successors and assigns and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

12.3 Suspension of Common Area Use Rights; Fines. The Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities, and may levy reasonable fines, not to exceed the amount allowed by law, against any member or any tenant, guest, or invitee.

(A) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(B) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.

(C) Suspension of common area use rights shall not impair the right of an owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

(D) Collection of Fines. A fine shall be treated as a special charge due to the Association ten (10) days after written notice from the Association to the owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may be the subject of a late payment fee

(E) Application. All monies received from fines shall become part of the common surplus.

(F) Nonexclusive Remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover at law from such owner.

13. The Master Association. By taking title to a Lot, an owner also becomes a member of Bella Terra of Southwest Florida, Inc. (The "Master Association") and is subject to the terms and conditions of the Declaration of Covenants, Conditions, and Restrictions for Bella Terra as originally recorded in Book 4236, at Pages 511 - 599, in the Official Records of Lee County, Florida, (the "Master Association Declaration"), as it may be amended from time to time.

13.1 Master Association Assessments. Pursuant to the Master Association Declaration, the Master Association has the right to assess its members for all expenses incurred in the performance of its duties. These assessments are collected directly by the Master Association from each member.

13.2 Voting in Master Association Affairs; Voting Representative. In accordance with the provisions of the Governing Documents, all owners are automatically and irrevocably members of the Master Association. Notwithstanding such membership, only representative members, known as the "Voting Representatives," shall be entitled to vote on behalf of all members of this Association, at meetings of the members of the Master Association, as further provided in the Master Declaration.

13.3 Notices to Master Association. Copies of all amendments to this Declaration, the Articles of Incorporation and Bylaws of the Association, and any easements or conveyances affecting the Common Areas, shall be forwarded to the Master Association no later than fifteen (15) days after recording in the public records of the county. The Association shall also provide a current list of the names and mailing address of all owners within fifteen (15) days after receiving a written request for same from the Master Association.

13.4 Termination of the Association. If the Association is terminated or shall cease to exist for any reason, and no other Neighborhood Association has assumed its duties and functions, the Master Association shall maintain all Neighborhood Common Areas and otherwise perform all functions of the Association, and shall be authorized to assess all owners for the cost of such services.

14. TRANSFERS OF OWNERSHIP OF TOWNHOMES. In order to foster a community of congenial, financially responsible residents with the objectives of inhibiting transiency, protecting the value of the Townhomes and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Townhome by an owner other than the Developer shall be subject to the following restrictions, which each owner covenants to observe:

14.1 Forms of Ownership.

(A) One owner. A Townhome may be owned by one natural person who has been approved as provided herein.

(B) Co-ownership. Co-ownership of Townhomes is permitted. However, if the proposed co-owners are other than husband and wife, the Board shall condition its approval upon designation of one of the approved co-owners as "primary occupant," and the use of the Townhome by other persons shall be as though the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section 14.

(C) Ownership by Corporations or Trusts. A Townhome may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided for other transfers or title. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Townhome may be used as short term transient accommodations for several individuals or

families. The approval of a Director, or corporation or other entity as an owner shall be conditioned upon designation of one natural person to be the "primary occupant", and the use of the Townhome by other persons shall be as though the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section 14. No more than one such change will be approved in any twelve-month period.

(D) Life Estate. A Townhome may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only member from such Townhome, and occupancy of the Townhome shall be as if the life tenant was the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all assessments and charges against the Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

14.2 Transfers.

(A) Sale or Gift. No owner may effectively convey title to a Townhome or any interest therein by sale or gift without the prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any owner acquires his title by devise or inheritance, his right to occupy or use the Townhome shall be subject to the approval of the Association. The approval of the Association shall not be denied to any devisee or heir who was the decedent's lawful spouse or related to the owner by blood or adoption within the first degree.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, his right to occupy the Townhome shall be subject to the approval of the Association under the procedure outlined in Section 14.3 below.

14.3 Procedures.

(A) Notice to Association.

1. Sale or gift. An owner intending to make a sale or gift of his Townhome or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the date of the proposed transfer, together with the name, and address of the proposed purchaser or donee and such other information as the Board may reasonably require.

2. Devise, Inheritance, or Other Transfers. The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board, but may sell or lease the Townhome following the procedures provided in this Declaration.

3. Failure to give Notice. If no notice is given, the Association at its election may approve or disapprove the transfer without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board with the required notice and request reconsideration.

(B) Board Action; Approval. Within twenty (20) days of receipt of the required notice and all information requested, but not later than sixty (60) days after receipt of the notice, whichever occurs first, the Board must approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee or the closing agent if the Board neither approves or disapproves within twenty (20) days, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval.

(C) Disapproval.

1. The Board may disapprove a transfer of ownership only if a majority of the whole Board so votes, after receiving a written opinion of counsel that such disapproval is for a good cause. Only the following shall be deemed to constitute good cause:

a. The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Properties;

b. The person seeking approval has a history of disruptive behavior or an attitude of disregard for the rights and property of others, as evidenced by his conduct in other social organizations or associations, or by his conduct as a tenant, owner or occupant of a Living Unit in Bella Terra; or

c. The person seeking approval failed to provide the information and appearance required to process the application in a timely manner or concluded the transaction without obtaining approval.

14.4 Exception. The provisions of Sections 14.2 and 14.3 do not require Association approval of transfers of ownership by the Developer or of the acquisition of title by any acquirer who acquires title through an institutional mortgage, whether by foreclosure or deed in lieu of foreclosure; however, Association approval is required for a purchaser from such mortgagee.

14.5 Unapproved Transfers. Any sale or transfer which is not approved pursuant to the terms of this Declaration shall be void or voidable unless subsequently approved by the Board.

15. DEVELOPER'S RIGHTS AND DUTIES. As long as the Developer holds any Lots in the Neighborhood for sale in the ordinary course of business, the following shall apply, notwithstanding any other provisions to the contrary.

15.1 Developer's Use. Until the Developer has completed all of the contemplated improvements and has sold all of the Lots in the Neighborhood neither the owners nor the Association, nor their use of the Lots and Neighborhood Common Areas shall unreasonably interfere with the completion of the contemplated improvements or the sales of Townhomes. The Developer may make any use of the unsold Lots and the Common Areas as may reasonably be expected to facilitate completion and sales, including, but not limited to, maintenance of sales office, display of signs, leasing Townhomes, and showing the Properties to prospective purchasers. The Developer also reserves the right to lease back one or more Townhomes for use as "hospitality suites", providing short term guest accommodations for prospective purchasers or other business guests of the Developer.

15.2 Assignment of Development Rights. All or any portion of the rights, privileges, powers and duties of the Developer set forth in the Governing Documents may be assigned by the Developer to any successor developer, without the consent of any other owner or any holder of a mortgage secured by any Lot. In the event of such assignment, the assignee shall assume such rights, powers and duties, and the assignee shall be relieved of further liability or obligation to the extent of the assignment. In the event of the foreclosure of any mortgage owed by the Developer, or deed in lieu of such foreclosure, the person first acquiring title to such interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges and immunities of the Developer in and to such interest.

15.3 Amendment of Documents. In addition to any other right of amendment or modification provided for in the Townhome Documents, the Declarant, or any entity which succeeds to its position as the Developer of the Property described in Exhibit "A" may, in its sole discretion, by an instrument filed of record in the county, unilaterally modify, enlarge, amend, waive or add to the provisions of this Declaration or any of its recorded exhibits. The rights set forth in this paragraph shall expire when construction of the Neighborhood is completed and the Declarant no longer holds any Lots and Townhomes in the Properties for sale in the ordinary course of business. Any amendment made pursuant to this paragraph may be made without notice to the members or to any other person. However, no amendment shall change the shares of liability for assessments or ownership of the common surplus of the Association, or the voting rights appurtenant to any

Townhome, unless the owner of the Townhome and his institutional mortgagee (if any) consent in writing to the amendment.

15.4 Sales or Leases of Townhomes. The Developer has the right to sell, lease or transfer ownership of any Townhome owned by it on such terms and conditions as it deems in its own best interest.

16. TURNOVER OF CONTROL.

16.1 Time of Turnover. The turnover of control of the Association by the Developer shall occur not later than ninety (90) days after conveyance of title to at least ninety percent (90%) of the Lots within the Properties. At the Turnover Meeting the members shall elect a Board of Directors and the Directors appointed by the Developer shall resign.

16.2 Procedure for Calling Turnover Meeting. No more than 75 days and no less than 60 days prior to the Turnover Meeting, the Association shall notify in writing all members of the date, time and place of the Turnover Meeting.

16.3 Early Turnover. The Developer may turn over control of the Association to owners other than the Developer prior to the turnover deadline set forth above by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days notice of Developer's decision to cause its appointees to resign is given to the owners, neither the Developer, nor its appointees, shall be liable in any manner for doing so, even if owners other than the Developer refuse or fail to assume control.

16.4 Developer Representative. 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 Lots. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned interests in the same manner as any other member, except for purposes of reacquiring control of the Association or selecting a majority of the Directors.

17. DURATION OF COVENANTS; AMENDMENT OF DECLARATION.

17.1 Duration of Covenants. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Master Association, the Developer and any owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of the recording of the Master Association Declaration in the public records of the county. Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of potential successive ten (10)'year renewal periods shall be unlimited, with this Declaration being automatically renewed and

extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, unless during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, at least three-fourths (3/4ths) of the votes cast at a duly held meeting of Members of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of the meeting. If the members vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. The certificate shall be recorded in the public records of the county, and may be relied upon for the correctness of the facts recited therein as they relate to the termination of this Declaration.

17.2 Proposal. Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition to the Board signed by at least one-fourth (1/4th) of the voting interests. Any amendments so proposed must be submitted to a vote of the owners not later than the next annual meeting.

17.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Townhomes I Documents, this Declaration may be amended at any time if a duly proposed amendment is approved by at least two-thirds (2/3rds) of the voting interests of the Association present in person or by proxy and voting at any annual or special meeting called for the purpose, provided that the text of each proposed amendment has been given to the members with notice of the meeting. However, no amendment shall be effective to change the share of liability for assessments or ownership of the common surplus of the Association, or the voting rights, appurtenant to any Townhome, unless the owner and his institutional mortgagee (if any) consent in writing to the amendment. Until control of the Association has been turned over to owners other than the Developer, this Declaration may also be amended by vote of two-thirds (2/3rds) of the Board of Directors, without need for a vote of the owners.

17.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where this Declaration is recorded, and shall be executed by the President or Vice-President of the Association with the formalities of a deed. The amendment shall he effective when the certificate and copy of the amendment are recorded in the Public Records of the county.

17.5 Amendment of Provision Relating to Developer. As long as the Developer holds any Lot in the Neighborhood for sale in the ordinary course of business, no amendment shall be effective to change any provision relating specifically to the Developer without the Developer's written consent.

18. GENERAL PROVISIONS.

18.1 Waiver. Any waiver by any person of any provisions of this Declaration, or breach thereof, must be in writing to be effective, and shall not operate or be construed as a waiver of any other provision or subsequent breach.

18.2 Severability. If any Section, subsection, sentence, clause, phrase or portion of this Declaration or any of its recorded exhibits is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and its invalidity shall not affect the validity of the remaining portions.

18.3 Headings and Capitalization. The headings of the sections subsections, paragraphs and subparagraphs herein, and the capitalization of certain words, are for convenience only, and are not intended to affect the meaning or interpretation of the contents.

18.4 Notices. Any notice required to be sent to any owner under this Declaration or the Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as owner on the records of the Association at the time of such mailing. The owner bears the responsibility for notifying the Association of any change of address.

18.5 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretations shall be binding upon all parts unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

IN WITNESS WHEREOF, Lennar Homes, Inc., a Florida corporation, does hereby execute this Declaration of Covenants, Conditions and Restrictions through its undersigned, duly authorized agent, this 9TH day of MARCH, 2005.

Witness#1
GIOVANNY ORTIZ
Printed Name of Witness #1

Witness #2
CARLOS S. MONTERO
Printed Name of Witness #2

Habitat Lakes, LLC, a Florida
Limited Liability Company

By: _____
Print Name: Antonio Gonzalez
Title: Managing Member
782 NW 42nd Avenue #630
Miami, FL 33126

(CORPORATE SEAL)

Witness#1
Kathleen Wosick
Printed Name of Witness #1

Witness #2
KAREN A. HUGHES
Printed Name of Witness #2

Lennar Homes, Inc.,
a Florida corporation

By: _____
Print Name: John B. Debitetto
Title: President
10471 Six Mile Cypress Pkwy.
Ft. Myers, Florida 33912

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 4th day of March, 2005, by Antonio Gonzalez, Managing Member of Habitat Lakes, LLC, a Florida limited Liability Company. He is personally known to me or did produce _____ as identification.

(SEAL)

Ana A Mayol
My Commission DD039344
Expires July 04 2005

Notary Public

Ana A. Mayol
Printed Name of Notary Public

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 28 day of February, 2005, by John B. Debitetto, President of Lennar Homes, Inc., a Florida corporation. He is personally known to me or did produce _____ as identification.

(SEAL)

Notary Public

Kathleen Wosicki
Printed Name of Notary Public

KATHLEEN WOSICKI
MY COMMISSION # DD 389744
EXPIRES: February 5, 2009
Bonded Thru Notary Public Underwriters

F:\WPDATA\CJS\USHOME\Bella Terra\Townhomes I\Declaration.wpd
2/25/05

LEGAL DESCRIPTION FOR

TOWNHOMES I AT BELLA TERRA

Bella Terra Unit Three, a subdivision according to the map or plat thereof in Plat Book 82, Pages 58 through 62, Public Records of Lee County, Florida (more fully described in Exhibit A-1 attached), lying in Section 29, Township 46 South, Range 26 East, Lee County, Florida being a replat of Tract "F-2" and a portion of Tract "F-3" Bella Terra Unit One, as recorded in Plat Book 77, Pages 84 through 99 Public Records of Lee County, Florida.

EXHIBIT "A"

INSTR # 2005000112759 Page Number: 38 of 63
D.O. NO. 2003-00209

Banks Engineering, Inc.
Professional Engineers, Planners & Land Surveyors
10511 SIX MILE CYPRESS PARKWAY - SUITE 101 FORT MYERS, FLORIDA 33912
PHONE: (239)939-5490 FAX: (239)939-2523
FLORIDA BUSINESS CERTIFICATE NUMBER LB 6690

BELLA TERRA UNIT THREE

A SUBDIVISION LYING IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA
BEING A REPLAT OF TRACT "F-2" AND A PORTION OF TRACT "F-3"
BELLA TERRA UNIT ONE, AS RECORDED IN PLAT BOOK 77 PAGES 84 THROUGH 99
PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PLAT BOOK 82 PAGE 58
SHEET 1 OF 5

NOTICE:
THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL UNDER NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE:
LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

LEGAL DESCRIPTION:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 26 EAST, BEING ALL OF TRACT "F-2" AND A PORTION OF TRACT "F-3" BELLA TERRA UNIT ONE AS RECORDED IN PLAT BOOK 77, AT PAGES 84 THROUGH 99 OF THE PUBLIC RECORDS OF SAID LEE COUNTY, THE PORTION BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE S.01°08'12"E. ALONG THE WEST LINE OF SAID FRACTION 4.68 FEET TO THE NORTHWEST CORNER OF SAID TRACT "F-3"; THENCE CONTINUE S.01°08'12"E. ALONG SAID WEST LINE FOR 671.16 FEET TO THE POINT OF BEGINNING; THENCE S.72°54'06"E. FOR 29.54 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.72°54'06"W.; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72°04'07" FOR 314.46 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 700.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°24'07" FOR 371.43 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 250.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 74°53'00" FOR 326.89 FEET; THENCE S.46°19'07"E. FOR 298.04 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF BELLA TERRA BOULEVARD (WIDTH VARIES) TRACT "A" OF SAID BELLA TERRA UNIT ONE AND A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 121.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.84°10'33"E.; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 09°06'36" FOR 19.24 FEET; THENCE S.34°56'02"W. ALONG SAID WESTERLY LINE FOR 13.36 FEET; THENCE S.55°03'58"E. ALONG SAID WESTERLY LINE FOR 47.83 FEET; THENCE N.34°56'02"E. ALONG SAID WESTERLY LINE FOR 4.60 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 31.00 FEET; THENCE EASTERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 84°33'37" FOR 45.75 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 121.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 51°55'06" FOR 109.64 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 08°02'30" FOR 63.16 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 350.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 33°08'45" FOR 202.48 FEET TO THE NORTHEASTERLY CORNER OF TRACT "B-7" OF SAID BELLA TERRA UNIT ONE; THENCE S.56°18'30"W. ALONG THE NORTHERLY LINE OF SAID TRACT FOR 36.00 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT AND AN INTERSECTION WITH THE NORTHERLY LINE OF TRACT "L-3" OF SAID BELLA TERRA UNIT ONE, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 57.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.56°18'30"E.; THENCE WESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 103°31'03" FOR 102.98 FEET; THENCE S.42°47'27"W. ALONG SAID NORTHERLY LINE FOR 183.55 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 57.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 89.54 FEET; THENCE S.47°12'33"E. ALONG SAID NORTHERLY LINE FOR 30.02 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 180°00'00" FOR 706.86 FEET; THENCE N.47°12'33"W. ALONG SAID NORTHERLY LINE FOR 36.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 57.00 FEET; THENCE WESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 78°16'14" FOR 77.87 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 270.00 FEET; THENCE WESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 34°07'00" FOR 160.38 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 57.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 48°42'47" FOR 48.46 FEET; THENCE N.39°15'54"W. FOR 14.06 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 283.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.09°01'43"W.; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°43'17" FOR 156.68 FEET; THENCE S.01°08'41"E. FOR 205.37 FEET; THENCE S.88°51'19"W. FOR 155.00 FEET; THENCE S.89°05'32"W. FOR 40.00 FEET; THENCE S.88°51'19"W. FOR 145.65 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID NORTHEAST QUARTER AND SAID TRACT "F-3"; THENCE N.01°08'12"W. ALONG SAID WEST LINE FOR 1108.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 35.13 ACRES MORE OR LESS.

BEARINGS AND DISTANCES ARE BASED ON "THE STATE PLANE COORINATES SYSTEM" WEST ZONE 1983/90 ADJUSTMENT. THE AVERAGE SCALE FACTOR IS 0.99994998 WHEREIN THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 46 SOUTH, RANGE 26 EAST AS BEARING S.01°08'12"E.

SURVEYOR'S CERTIFICATION:

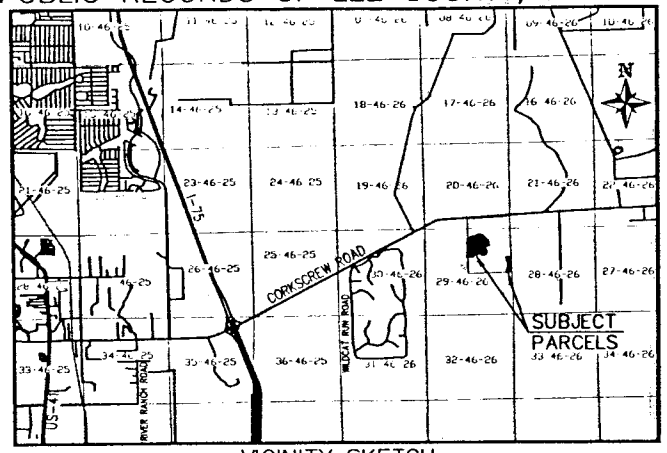
I HEREBY CERTIFY THAT THE ATTACHED PLAT OF BELLA TERRA UNIT THREE, A SUBDIVISION LYING IN SECTIONS 29, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING A REPLAT OF TRACT "F-2" AND A PORTION OF TRACT "F-3" BELLA TERRA UNIT ONE AS RECORDED IN PLAT BOOK 77, PAGES 84 THROUGH 99 PUBLIC RECORDS OF LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

Richard M. Ritz
RICHARD M. RITZ
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 4009
BUSINESS CERTIFICATION NO. 6690

SEAL

DATE: 4-27-2005



VICINITY SKETCH
(NOT TO SCALE)

APPROVALS:

THIS PLAT IS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA THIS 3rd DAY OF May, 2005.

CHAIRMAN OF THE BOARD

CHARLIE GREEN
CLERK OF COURT

Douglas R. St. Cerny
PRINTED NAME

MARY GIBBS
DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT

PETER J. EKENROOT
DIRECTOR, DIVISION OF DEVELOPMENT SERVICES

DAWN E. PERRY-LEHNERT
ASSISTANT COUNTY ATTORNEY

REVIEW BY THE COUNTY DESIGNATED PSM DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF F.S. CH. 177, PART 1.

MICHAEL L. HARMON
COUNTY DESIGNATED PSM

CLERK'S CERTIFICATION: 6785628

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF BELLA TERRA UNIT THREE, A SUBDIVISION LOCATED IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING A REPLAT OF TRACT "F-2 AND A PORTION OF TRACT "F-3" BELLA TERRA UNIT ONE, AS RECORDED IN PLAT BOOK 77, PAGES 84 THROUGH 99 PUBLIC RECORDS OF LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT 9:41 A.M. THIS 11th DAY OF May 2005, AND DULY RECORDED IN PLAT BOOK 82 AT PAGES 58 THROUGH 62 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Charlie Green
CHARLIE GREEN
CLERK OF CIRCUIT COURT IN AND FOR LEE COUNTY, FLORIDA

THE HABITAT COMMUNITY DEVELOPMENT DISTRICT:

THE DISTRICT HEREBY ACKNOWLEDGES ACCEPTANCE OF THE TRACTS AND EASEMENTS DEDICATED ON THIS PLAT AND THE RESPONSIBILITY FOR MAINTAINING THE DRAINAGE OF ALL LANDS CONTAINED WITHIN THIS PLAT.

WITNESS
Ana A. Mayol
PRINTED NAME
WITNESS
C. MONTERO
PRINTED NAME

ANTONIO GONZALEZ, CHAIRMAN
THE HABITAT COMMUNITY DEVELOPMENT DISTRICT

WITNESS
PRINTED NAME
WITNESS
PRINTED NAME

JAMES WARD, SECRETARY
THE HABITAT COMMUNITY DEVELOPMENT DISTRICT

WITNESS
MICHAL SZYMONOWICZ
PRINTED NAME

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF DADE

THE FOREGOING ACCEPTANCE WAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF April, 2005, BY ANTONIO GONZALEZ, CHAIRMAN OF THE HABITAT COMMUNITY DEVELOPMENT DISTRICT ON BEHALF OF SAID DISTRICT. HE IS PERSONALLY KNOWN TO ME.

NOTARY PUBLIC - STATE OF FLORIDA
Ana A. Mayol
PRINTED NAME

(IF USING STAMP, PERMANENT INK IS REQUIRED)

NOTARY SEAL

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF Broward

THE FOREGOING ACCEPTANCE WAS ACKNOWLEDGED BEFORE ME THIS 26th DAY OF April, 2005, BY JAMES WARD, SECRETARY OF THE HABITAT COMMUNITY DEVELOPMENT DISTRICT ON BEHALF OF SAID DISTRICT HE IS PERSONALLY KNOWN TO ME.

NOTARY PUBLIC - STATE OF FLORIDA
Cassandra L. Cox
PRINTED NAME

(IF USING STAMP, PERMANENT INK IS REQUIRED)

Cassandra L. Cox
Commission #DD379945
Expires: Dec 14, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

NOTARY SEAL

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT HABITAT LAKES, L.L.C., A FLORIDA LIMITED LIABILITY CORPORATION, THE OWNER OF THE HEREIN DESCRIBED LAND HAS CAUSED THIS PLAT OF BELLA TERRA UNIT THREE, A SUBDIVISION LYING IN SECTION 29, OF TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING A REPLAT OF TRACT "F-2" AND A PORTION OF TRACT "F-3" OF BELLA TERRA UNIT ONE AS RECORDED IN PLAT BOOK 77, PAGES 84 THROUGH 99 PUBLIC RECORDS OF LEE COUNTY, FLORIDA, TO BE MADE AND DOES HEREBY DEDICATE:

A. TO THE BELLA TERRA OF SOUTHWEST FLORIDA, INC., ITS SUCCESSORS AND ASSIGNS:
   1. ALL ROADWAYS (TRACT "A" AND TRACT "A-1") FOR THE PURPOSE OF AND RIGHT OF INGRESS AND EGRESS. THE GRANTOR HEREIN RESERVES TO ITSELF AND TO ITS SUCCESSORS AND ASSIGNS RIGHT OF INGRESS AND EGRESS OVER AND ACROSS ALL ROADWAYS SHOWN HEREON.
   2. TRACTS "B-17" THROUGH "B-20" AS COMMON AREAS AND FOR OTHER PROPER PURPOSES.
   3. ALL IRRIGATION EASEMENTS (I.E.) FOR IRRIGATION SYSTEM OPERATION AND MAINTENANCE AND OTHER PROPER PURPOSES.

B. TO THE HABITAT COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS:
   1. TRACT "L-25", ALL LAKE MAINTENANCE EASEMENTS (L.M.E.) AND ALL DRAINAGE EASEMENTS (D.E.) FOR THE PURPOSES OF SURFACE WATER MANAGEMENT, DRAINAGE, SURFACE WATER MANAGEMENT AREA MAINTENANCE AND OTHER PROPER PURPOSES.
   2. THE PERPETUAL USE OF AND RIGHT OF INGRESS AND EGRESS OVER ALL ROADWAYS (TRACT "A" AND TRACT "A-1") FOR THE PURPOSES OF SURFACE WATER MANAGEMENT, DRAINAGE, SURFACE WATER MANAGEMENT AREA MAINTENANCE AND OTHER PROPER PURPOSES.

C. TO THE BELLA TERRA OF SOUTHWEST FLORIDA, INC., ITS SUCCESSOR OR ASSIGNS, TO THE HABITAT COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS OR ASSIGNS; AND TO PUBLIC AND PRIVATE UTILITY COMPANIES: EASEMENTS ARE GRANTED OVER, UNDER AND ACROSS ALL ROADWAYS AND PUBLIC UTILITY EASEMENTS (P.U.E.) SHOWN OR NOTED HEREIN FOR THEIR USE IN PERFORMING AND DISCHARGING THEIR RESPECTIVE OFFICIAL DUTIES AND OBLIGATIONS TO PROVIDE UTILITY AND IRRIGATION SERVICES AND FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF IRRIGATION, CABLE TELEVISION, ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITIES.

D. TO LEE COUNTY UTILITIES:
   1. ALL LEE COUNTY UTILITY EASEMENTS (L.C.U.E.) AS SHOWN OR NOTED HEREIN FOR THE PURPOSE OF PERFORMING AND DISCHARGING ITS DUTIES AND OBLIGATIONS TO PROVIDE POTABLE WATER DISTRIBUTION AND WASTEWATER COLLECTION SERVICES SUBJECT TO A RIGHT OF ACCESS TO BELLA TERRA OF SOUTHWEST FLORIDA, INC., TO THE HABITAT COMMUNITY DEVELOPMENT DISTRICT, AND TO ANY PUBLIC OR PRIVATE UTILITY, OVER AND THROUGH THE DESCRIBED L.C.U.E. PROVIDED SUCH ACCESS IS LIMITED TO SURFICIAL ACCESS AND/OR PERPENDICULAR SUBTERRANEAN CONDUIT CROSSINGS. ANY PERPENDICULAR CONDUIT CROSSINGS OF CABLES OR LINES, WHETHER ELECTRIFIED OR NOT, MUST BE FULLY ENCASED AND DAMAGE TO THE L.C.U.E. OR IMPROVEMENTS THEREIN AS A RESULT OF SUCH ACCESS MUST BE RESTORED BY THE RESPONSIBLE PARTY TO THE CONDITION IN WHICH IT EXISTED PRIOR TO THE DAMAGE.
   2. THE PERPETUAL USE OF AND RIGHT OF INGRESS AND EGRESS OVER ALL ROADWAYS (TRACT "A" AND TRACT "A-1") FOR THE PURPOSE OF PERFORMING AND DISCHARGING ITS DUTIES AND OBLIGATIONS TO PROVIDE POTABLE WATER DISTRIBUTION AND WASTEWATER COLLECTION SERVICES.

IN WITNESS WHEREOF HABITAT LAKES L.L.C. A FLORIDA LIMITED LIABILITY CORPORATION, HAS CAUSED THIS DEDICATION TO BE MADE THIS 21st DAY OF April, 2005.

HABITAT LAKES, L.L.C.
A FLORIDA LIMITED LIABILITY CORPORATION

WITNESS
Ana A. Mayol
PRINTED NAME
WITNESS
C. MONTERO
PRINTED NAME

ANTONIO GONZALEZ
SOLE MANAGING MEMBER

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF DADE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF April, 2005, BY ANTONIO GONZALEZ, AS SOLE MANAGING MEMBER OF HABITAT LAKES, L.L.C., A FLORIDA LIMITED LIABILITY CORPORATION, HE IS PERSONALLY KNOWN TO ME.

NOTARY PUBLIC - STATE OF FLORIDA
Ana A. Mayol
PRINTED NAME

(IF USING STAMP, PERMANENT INK IS REQUIRED)

NOTARY SEAL

EXHIBIT A-1

INSTR # 2005000112759 Page Number: 39 of 63

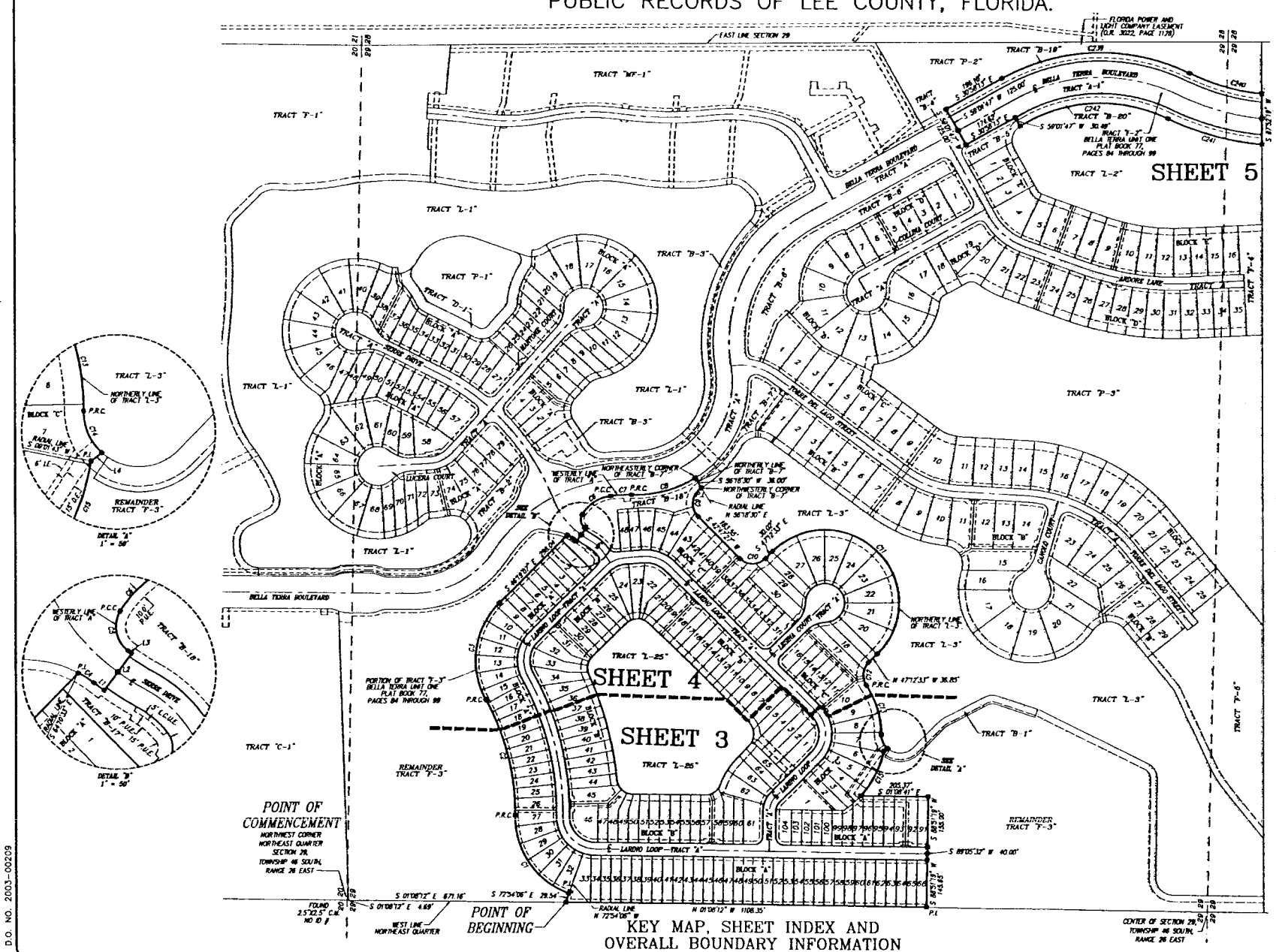
BELLA TERRA UNIT THREE

A SUBDIVISION LYING IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA
BEING A REPLAT OF TRACT "F-2" AND A PORTION OF TRACT "F-3"
BELLA TERRA UNIT ONE, AS RECORDED IN PLAT BOOK 77 PAGES 84 THROUGH 99
PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PLAT BOOK 82 PAGE 59

SHEET 2 OF 5

Banks Engineering, Inc.
Professional Engineers, Planners & Land Surveyors
10511 SIX MILE CYPRESS PARKWAY - SUITE 101 FORT MYERS, FLORIDA 33912
PHONE: (239)939-5490 FAX: (239)939-2523
FLORIDA BUSINESS CERTIFICATE NUMBER LB 6690



NOTES:

1. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
2. ALL INTERNAL MONUMENTATION TO BE SET IN ACCORDANCE WITH F.S. SECTION 177.091.
3. ALL LOT LINES SHOWN ARE RADIAL TO THE RIGHT-OF-WAY UNLESS OTHERWISE SHOWN.

LEGEND:

P.C.	- POINT OF CURVATURE
R.P.	- RADIUS POINT
P.T.	- POINT OF TANGENCY
P.I.	- POINT OF INTERSECTION
P.R.C.	- POINT OF REVERSE CURVATURE
P.C.C.	- POINT OF COMPOUND CURVATURE
(NR)	- NON RADIAL
F.S.	- INDICATES FLORIDA STATUTES
C1	- INDICATES NUMBER 1 OF THE CURVE TABLE
℄	- CENTERLINE
PCP	- PERMANENT CONTROL POINT
L.W.E.	- WATER DETENTION MAINTENANCE EASEMENT
L.C.U.E.	- LEE COUNTY UTILITY EASEMENT
D.E.	- DRAINAGE EASEMENT
I.E.	- IRRIGATION EASEMENT
PRM	- INDICATES PERMANENT REFERENCE MONUMENT
P.U.E.	- PUBLIC UTILITY EASEMENT
O.R.	- OFFICIAL RECORDS BOOK
ID #	- IDENTIFICATION NUMBER
L45	- INDICATES LINE 45 OF LINE TABLE
26	- INDICATES LOT NUMBER
⊕	- INDICATES PERMANENT CONTROL POINT (PCP). NAIL AND BRASS DISK BEARING THE FLORIDA BUSINESS CERTIFICATE NUMBER (PCP LB 6690) TO BE SET IN ACCORDANCE WITH F.S. SECTION 177.091.
□	- INDICATES FOUND PERMANENT REFERENCE MONUMENT (PRM). 4"X4" CONCRETE MONUMENT WITH METAL DISK IN TOP BEARING THE FLORIDA BUSINESS CERTIFICATE NUMBER (PRM LB 6690) UNLESS OTHERWISE SHOWN.
●	- INDICATES BEGINNING OF CURVE OR ANGLE BREAK
■	- INDICATES SET PERMANENT REFERENCE MONUMENT (PRM). 4"X4" CONCRETE MONUMENT WITH METAL DISK IN TOP BEARING THE FLORIDA BUSINESS CERTIFICATE NUMBER (PRM LB 6690) TO BE SET IN ACCORDANCE WITH F.S. SECTION 177.091.

TRACT USE TABLE

TRACT	DESIGNATED USE
TRACT "A" - "A-1"	PRIVATE ROAD RIGHT-OF-WAY, INGRESS/EGRESS, PUBLIC UTILITY, IRRIGATION, DRAINAGE AND WATER DETENTION MAINTENANCE
TRACT "L-25"	WET SURFACE WATER DETENTION AND DRAINAGE
TRACT "B-17" - "B-20"	COMMON AREAS, IRRIGATION, DRAINAGE AND WATER DETENTION MAINTENANCE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 34°56'02" W	13.36'
L2	S 51°43'58" E	47.83'
L3	N 34°56'02" E	4.60'
L4	N 38°15'54" W	14.08'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	250.00'	72°49'07"	314.46'	294.13'	N 53°07'58" E
C2	700.00'	30°24'02"	371.43'	367.08'	N 73°57'34" E
C3	250.00'	74°56'00"	326.89'	304.09'	S 83°46'58" E
C4	171.00'	09°08'38"	18.24'	18.22'	S 30°27'45" W
C5	31.00'	84°33'33"	45.75'	41.71'	N 77°12'51" E
C6	171.00'	51°55'18"	108.64'	105.83'	S 34°33'48" E
C7	450.00'	08°02'36"	63.16'	63.11'	S 04°34'00" E
C8	350.00'	33°08'43"	202.48'	199.66'	S 17°01'08" E
C9	57.00'	102°03'03"	102.86'	89.54'	N 85°37'10" W
C10	57.00'	80°50'00"	80.41'	80.61'	S 02°17'33" E
C11	225.00'	180°00'00"	706.86'	450.00'	S 42°47'27" W
C12	57.00'	78°16'14"	77.87'	71.85'	N 86°20'40" W
C13	270.00'	34°52'00"	190.38'	156.03'	S 71°32'12" W
C14	57.00'	48°42'47"	48.46'	47.02'	S 64°11'49" W
C15	283.00'	31°41'17"	156.58'	154.64'	N 65°16'39" W
C238	625.00'	54°42'53"	596.85'	574.42'	S 03°36'47" E
C240	675.00'	19°48'26"	233.33'	232.17'	N 13°50'30" E
C241	630.00'	20°56'30"	301.38'	299.68'	N 13°12'25" E
C242	470.00'	57°19'58"	470.31'	450.83'	S 04°55'20" E

NOTE: ALL ADJACENT EASEMENTS AND TRACTS, UNLESS OTHERWISE NOTED, ARE PART OF BELLA TERRA UNIT ONE, PLAT BOOK 77, PAGES 84 THROUGH 99

KEY MAP, SHEET INDEX AND OVERALL BOUNDARY INFORMATION

D.O. NO. 2003-00209

INSTR # 2005000112759 Page Number: 40 of 63

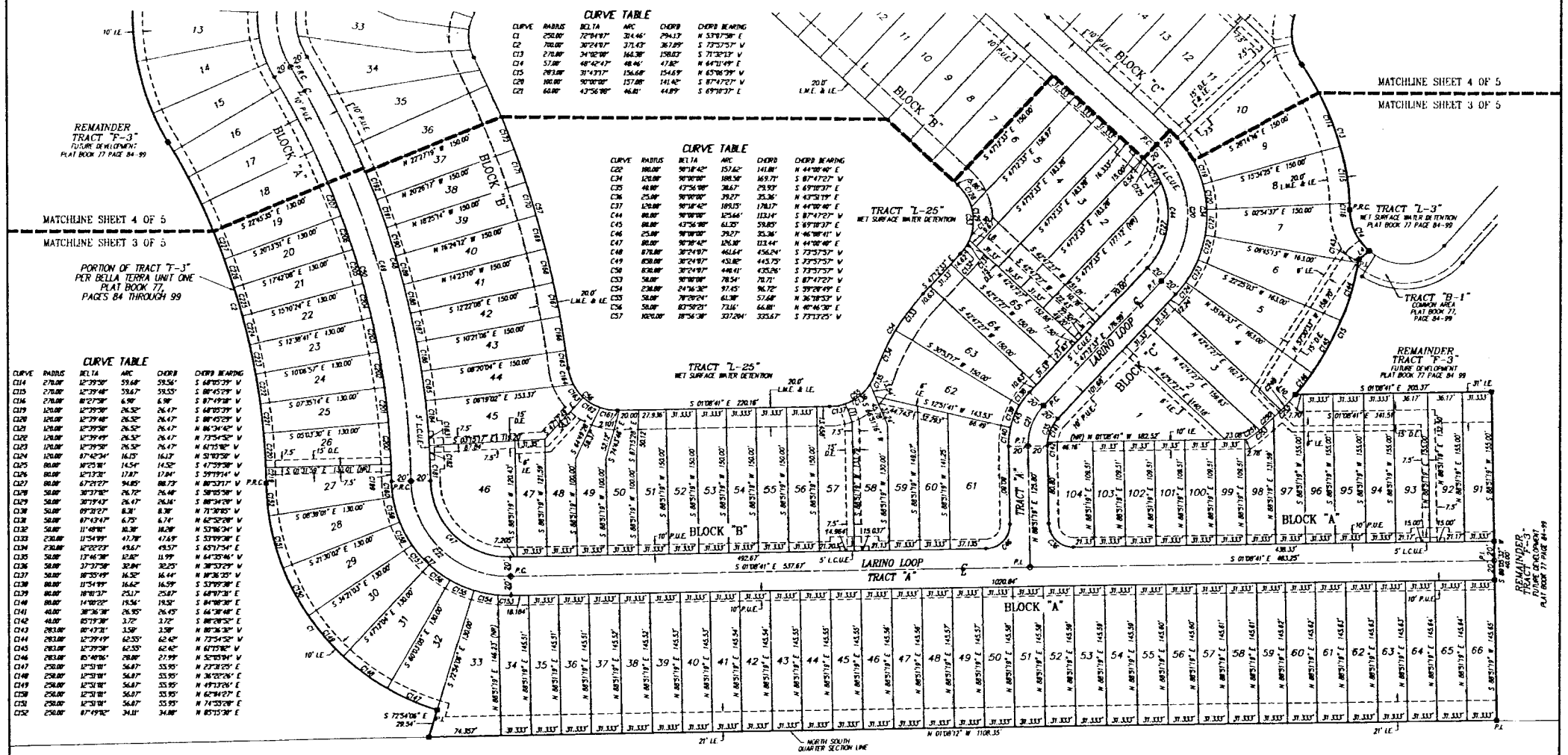
BELLA TERRA UNIT THREE

A SUBDIVISION LYING IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA
BEING A REPLAT OF TRACT "F-2" AND A PORTION OF TRACT "F-3"
BELLA TERRA UNIT ONE, AS RECORDED IN PLAT BOOK 77 PAGES 84 THROUGH 99
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PLAT BOOK 83 PAGE 60
SHEET 3 OF 5

Banks Engineering, Inc.
Professional Engineers, Planners & Land Surveyors
10511 SIX MILE CYPRESS PARKWAY - SUITE 101 FORT MYERS, FLORIDA 33912
PHONE: (239)939-5490 FAX: (239)939-2523
FLORIDA BUSINESS CERTIFICATE NUMBER LB 6690

GRAPHIC SCALE 1" = 50'



CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	250.00'	72°54'37"	304.46'	284.13'	N 53°07'58" E
C2	700.00'	30°24'07"	371.43'	367.09'	S 73°57'57" W
C13	275.00'	34°02'09"	163.38'	160.93'	S 71°32'13" W
C14	57.00'	48°42'47"	48.46'	47.02'	N 64°11'49" E
C15	293.00'	31°43'17"	156.68'	154.69'	N 63°06'39" W
C29	100.00'	90°00'00"	157.08'	141.42'	S 87°47'27" W
C21	60.00'	43°56'18"	46.01'	44.89'	S 69°18'37" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C22	100.00'	90°18'42"	157.62'	141.88'	N 44°08'48" E
C34	120.00'	90°00'00"	188.50'	169.71'	S 87°47'27" W
C35	46.00'	43°56'18"	35.67'	29.93'	S 69°18'37" E
C36	25.00'	90°00'00"	39.27'	35.36'	N 43°53'19" E
C37	120.00'	90°18'42"	189.15'	170.17'	N 44°08'48" E
C44	80.00'	90°00'00"	125.66'	113.14'	S 87°47'27" W
C45	80.00'	43°56'18"	61.35'	59.85'	S 69°18'37" E
C46	25.00'	90°00'00"	39.27'	35.36'	N 46°08'41" W
C47	80.00'	90°18'42"	126.10'	113.44'	N 44°08'48" E
C48	870.00'	30°24'07"	461.64'	456.24'	S 73°57'57" W
C49	830.00'	30°24'07"	440.41'	435.26'	S 73°57'57" W
C50	830.00'	30°24'07"	440.41'	435.26'	S 73°57'57" W
C53	50.00'	90°00'00"	78.54'	70.71'	S 87°47'27" W
C54	230.00'	24°36'36"	97.65'	96.72'	S 59°28'49" E
C55	50.00'	78°09'24"	68.18'	57.68'	N 36°18'53" W
C56	50.00'	83°50'21"	73.16'	66.81'	N 40°46'38" E
C57	1020.00'	18°56'38"	337.20'	335.67'	S 73°13'25" W

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C114	275.00'	12°39'28"	59.68'	59.56'	S 68°05'29" W
C115	275.00'	12°39'48"	59.67'	59.55'	S 80°45'29" W
C116	275.00'	01°27'58"	6.98'	6.98'	S 87°49'18" W
C119	120.00'	12°39'28"	26.52'	26.47'	S 68°05'29" W
C120	120.00'	12°39'48"	26.52'	26.47'	S 80°45'29" W
C121	120.00'	12°39'58"	26.52'	26.47'	N 86°34'42" W
C122	120.00'	12°39'49"	26.52'	26.47'	N 73°54'52" W
C123	120.00'	12°39'58"	26.52'	26.47'	N 61°15'06" W
C124	120.00'	07°42'34"	16.13'	16.13'	N 52°18'36" W
C125	88.00'	10°25'18"	14.54'	14.52'	S 47°39'38" W
C126	88.00'	12°13'20"	17.87'	17.84'	S 59°19'14" W
C127	88.00'	61°21'27"	94.85'	88.73'	N 80°53'11" W
C128	50.00'	30°37'08"	26.72'	26.40'	S 58°05'56" W
C129	50.00'	30°19'41"	26.47'	26.16'	S 88°34'09" W
C130	50.00'	09°31'27"	8.31'	8.30'	N 71°30'05" W
C131	50.00'	07°43'47"	6.75'	6.74'	N 62°52'08" W
C132	50.00'	11°48'56"	10.30'	10.28'	N 53°46'34" W
C133	230.00'	11°54'59"	47.78'	47.69'	S 53°09'38" E
C134	230.00'	12°22'27"	49.67'	49.57'	S 65°13'54" E
C135	50.00'	13°46'38"	12.02'	11.99'	N 64°25'46" W
C136	50.00'	37°37'58"	32.84'	32.25'	N 38°53'29" W
C137	50.00'	18°35'49"	16.52'	16.44'	N 18°36'25" W
C138	88.00'	11°54'59"	18.62'	18.59'	S 53°09'38" E
C139	88.00'	18°01'37"	25.17'	25.07'	S 64°10'31" E
C140	88.00'	14°00'22"	19.56'	19.51'	S 84°08'38" E
C141	40.00'	38°36'38"	26.95'	26.45'	S 66°38'48" E
C142	48.00'	85°19'38"	3.72'	3.72'	S 88°08'06" E
C143	283.00'	01°43'31"	3.58'	3.58'	N 80°36'32" W
C144	283.00'	12°39'49"	62.55'	62.42'	N 73°54'52" W
C145	283.00'	12°39'58"	62.55'	62.42'	N 61°15'06" W
C146	283.00'	85°40'16"	28.00'	27.99'	N 52°05'04" W
C147	250.00'	12°51'18"	56.07'	55.95'	N 23°31'25" E
C148	250.00'	12°51'18"	56.07'	55.95'	N 36°22'26" E
C149	250.00'	12°51'18"	56.07'	55.95'	N 49°13'26" E
C150	250.00'	12°51'18"	56.07'	55.95'	N 62°04'27" E
C151	250.00'	12°51'18"	56.07'	55.95'	N 74°55'28" E
C152	250.00'	87°49'16"	34.11'	34.08'	N 85°15'36" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C153	126.00'	06°27'42"	13.58'	13.58'	N 82°55'27" E
C154	126.00'	11°56'53"	25.82'	24.98'	N 11°47'28" E
C155	126.00'	12°51'18"	26.91'	26.86'	N 23°31'25" E
C156	126.00'	12°51'18"	26.91'	26.86'	N 36°22'26" E
C157	126.00'	12°51'18"	26.91'	26.86'	N 49°13'26" E
C158	126.00'	12°51'18"	26.91'	26.86'	N 62°04'27" E
C159	126.00'	12°51'18"	26.91'	26.86'	N 74°55'28" E
C160	126.00'	87°49'16"	16.37'	16.36'	N 85°15'36" E
C161	50.00'	29°39'24"	18.82'	17.93'	N 89°31'26" E
C162	50.00'	23°44'26"	20.14'	20.00'	N 31°05'38" E
C163	50.00'	19°26'38"	16.96'	16.88'	N 52°38'48" W
C164	50.00'	28°48'29"	18.84'	17.94'	N 72°21'23" E
C165	160.00'	18°18'44"	18.39'	18.30'	S 82°16'48" W
C166	160.00'	82°18'52"	35.92'	35.86'	S 86°39'25" W

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C167	160.00'	82°18'52"	35.92'	35.86'	S 78°38'23" W
C168	160.00'	82°18'52"	35.92'	35.86'	S 76°37'21" W
C169	160.00'	82°18'52"	35.92'	35.86'	S 74°36'19" W
C170	160.00'	82°18'52"	35.92'	35.86'	S 72°35'17" W
C171	160.00'	82°18'52"	35.92'	35.86'	S 70°34'14" W
C172	160.00'	82°18'52"	35.92'	35.86'	S 68°33'12" W
C183	870.00'	01°58'47"	14.87'	14.87'	S 86°15'26" W
C184	870.00'	82°18'52"	30.63'	30.62'	S 84°43'27" W
C185	870.00'	82°18'52"	30.63'	30.63'	S 82°48'27" W
C186	870.00'	82°18'52"	30.63'	30.63'	S 80°39'25" W
C187	870.00'	82°18'52"	30.63'	30.63'	S 78°38'23" W
C188	870.00'	82°18'52"	30.63'	30.63'	S 76°37'21" W
C189	870.00'	82°18'52"	30.63'	30.63'	S 74°36'19" W

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C190	870.00'	82°18'52"	30.63'	30.63'	S 72°35'17" W
C191	870.00'	82°18'52"	30.63'	30.63'	S 70°34'14" W
C192	870.00'	82°18'52"	30.63'	30.63'	S 68°33'12" W
C199	830.00'	82°18'52"	30.63'	30.63'	S 86°33'29" W
C200	830.00'	03°02'27"	43.57'	43.56'	S 86°26'43" W
C201	830.00'	82°23'43"	30.63'	30.63'	S 83°48'38" W
C202	830.00'	82°23'43"	30.63'	30.63'	S 81°48'55" W
C203	830.00'	82°23'43"	30.63'	30.63'	S 79°49'11" W
C204	830.00'	82°23'43"	30.63'	30.63'	S 76°49'28" W
C205	830.00'	82°23'43"	30.63'	30.63'	S 73°49'44" W
C206	830.00'	82°23'43"	30.63'	30.63'	S 71°50'01" W
C207	830.00'	82°23'43"	30.63'	30.63'	S 68°50'17" W
C219	700.00'	61°18'52"	16.85'	16.85'	S 88°38'36" W

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C228	788.00'	82°54'41"	35.57'	35.56'	S 86°23'58" W
C221	788.00'	82°31'43"	30.89'55"	30.89'	S 83°48'38" W
C222	788.00'	82°31'43"	30.89'55"	30.89'	S 81°48'55" W
C223	788.00'	82°31'43"	30.89'55"	30.89'	S 79°23'11" W
C224	788.00'	82°31'43"	30.89'55"	30.89'	S 77°23'44" W
C225	788.00'	82°31'43"	30.89'55"	30.89'	S 77°23'44" W
C226	788.00'	82°31'43"	30.89'55"	30.89'	S 71°50'01" W
C227	788.00'	82°31'43"	30.89'55"	30.89'	S 68°50'17" W
C249	283.00'	94°33'08"	20.30'	20.26'	N 44°59'27" W
C250	283.00'	86°22'41"	31.58'	31.49'	N 41°38'32" W
C251	283.00'	03°09'12"	15.58'	15.57'	N 36°46'35" W
C252	283.00'	85°44'19"	33.26'	33.26'	N 45°52'51" W
C253	283.00'	87°18'42"	36.12'	36.09'	N 38°51'28" W

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 34°36'32" W	13.36'
L2	S 55°03'58" E	47.83'
L3	N 34°36'32" E	4.68'
L4	N 39°15'54" W	14.06'
L5	S 55°52'41" W	29.42'
L6	S 55°03'58" E	4.85'
L7	N 71°16'18" W	2.77'
L8	S 72°21'49" W	21.38'
L9	N 11°43'20" W	21.29'
L10	S 42°47'27" W	33.92'
L11	S 69°55'38" W	20.00'

D.O. NO. 2003-00209

INSTR # 2005000112759 Page Number: 41 of 63

BELLA TERRA UNIT THREE

A SUBDIVISION LYING IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA
BEING A REPLAT OF TRACT "F-2" AND A PORTION OF TRACT "F-3"
BELLA TERRA UNIT ONE, AS RECORDED IN PLAT BOOK 77 PAGES 84 THROUGH 99
PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PLAT BOOK 82 PAGE 61
SHEET 4 OF 5

Banks Engineering, Inc.
Professional Engineers, Planners & Land Surveyors
10511 SIX MILE CYPRESS PARKWAY - SUITE 101 FORT MYERS, FLORIDA 33912
PHONE: (239)939-5490 FAX: (239)939-2523
FLORIDA BUSINESS CERTIFICATE NUMBER LB 0690

GRAPHIC SCALE 1" = 50'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C2	780.00'	38°24'07"	371.43'	367.89'	S 73°57'57" W
C3	250.00'	74°55'08"	326.89'	304.09'	S 83°46'36" E
C4	121.00'	89°06'36"	152.41'	119.22'	S 38°22'45" W
C5	31.00'	84°33'37"	45.75'	41.71'	N 77°12'51" E
C6	121.00'	51°55'16"	109.64'	105.93'	S 34°32'48" E
C7	458.00'	08°52'28"	63.56'	63.51'	S 84°34'58" E
C8	258.00'	33°08'45"	282.48'	199.66'	N 17°18'38" W
C9	57.00'	103°38'53"	102.98'	89.54'	S 85°27'52" E
C10	57.00'	58°00'00"	89.54'	86.61'	N 82°12'33" W
C11	225.00'	180°00'00"	706.86'	450.00'	S 42°47'27" W
C12	57.00'	78°16'14"	77.87'	71.95'	S 86°28'48" E
C14	258.00'	07°48'09"	34.84'	34.81'	N 31°10'56" E
C17	325.00'	28°44'48"	62.72'	62.06'	S 41°38'17" W
C18	100.00'	27°39'07"	48.26'	47.79'	S 26°17'45" E
C19	100.00'	49°15'39"	85.98'	83.35'	N 19°39'38" W
C23	100.00'	74°55'08"	130.75'	121.64'	S 83°46'36" E
C24	100.00'	12°11'48"	21.29'	21.25'	S 48°13'13" E
C25	230.00'	87°48'09"	35.25'	31.91'	N 31°10'56" E
C26	145.00'	25°04'41"	63.47'	62.96'	S 39°48'14" W
C27	25.00'	58°48'46"	25.66'	24.58'	N 25°35'11" E
C28	126.00'	49°15'39"	108.31'	105.02'	S 19°39'38" W
C29	25.00'	98°18'38"	39.27'	35.26'	N 82°12'33" W
C30	98.00'	42°58'08"	67.28'	65.73'	N 68°37'33" W
C31	66.00'	265°46'02"	278.23'	88.00'	S 42°47'27" E
C32	98.00'	42°58'08"	67.28'	65.73'	S 25°47'33" E
C33	25.00'	98°18'38"	39.27'	35.26'	N 87°47'27" E
C38	126.00'	71°55'08"	156.98'	145.96'	S 83°46'36" E
C39	25.00'	84°19'28"	36.79'	33.56'	N 88°28'51" W
C40	165.00'	22°13'32"	48.73'	48.48'	S 38°34'29" W
C41	270.00'	87°48'09"	36.77'	36.74'	N 31°10'56" E
C42	88.00'	39°38'55"	73.64'	54.52'	S 74°22'29" E
C43	88.00'	49°15'39"	68.78'	66.68'	S 18°39'38" W
C48	870.00'	38°24'07"	461.44'	456.24'	S 73°57'57" W
C49	850.00'	38°24'07"	450.82'	445.79'	S 73°57'57" W
C50	830.00'	38°24'07"	440.41'	435.26'	S 73°57'57" W
C51	88.00'	74°55'08"	114.99'	107.31'	S 83°46'36" E
C52	56.00'	89°06'36"	77.76'	70.16'	S 81°45'28" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C58	56.00'	69°55'43"	61.82'	57.31'	S 81°16'58" E
C59	256.00'	24°20'15"	106.27'	105.47'	S 85°46'26" W
C60	57.00'	67°53'22"	67.54'	63.66'	S 67°38'11" E
C61	57.00'	24°12'38"	24.08'	24.00'	N 68°18'53" E
C62	57.00'	15°25'11"	15.34'	15.29'	N 50°38'02" E
C63	256.00'	11°28'14"	51.26'	51.17'	S 86°43'05" E
C64	256.00'	12°53'18"	56.67'	55.95'	S 11°27'33" W
C65	126.00'	11°28'14"	24.09'	24.05'	S 86°43'05" E
C66	126.00'	12°53'18"	28.91'	28.84'	S 11°27'33" W
C67	126.00'	12°53'18"	28.91'	28.84'	S 24°18'34" W
C68	126.00'	12°53'23"	25.25'	25.24'	S 36°45'46" W
C69	88.00'	88°35'27"	2.25'	2.25'	S 45°28'23" E
C70	88.00'	39°15'29"	53.42'	52.43'	S 25°35'56" E
C71	88.00'	80°21'56"	3.28'	3.28'	S 85°17'39" E
C72	88.00'	46°54'33"	65.58'	63.68'	S 19°28'11" W
C73	56.00'	110°27'27"	9.13'	9.11'	S 41°45'27" E
C74	56.00'	11°30'39"	9.65'	9.63'	S 36°29'40" E
C75	56.00'	87°25'41"	6.98'	6.91'	S 28°58'48" E
C76	56.00'	28°48'21"	18.84'	17.94'	S 86°38'39" E
C77	56.00'	88°08'48"	7.28'	7.28'	S 61°57'36" W
C78	56.00'	88°13'21"	7.38'	7.37'	S 26°53'08" W
C79	56.00'	28°25'47"	19.37'	19.45'	S 28°34'34" W
C80	57.00'	29°16'23"	29.13'	28.28'	N 28°16'26" E
C81	57.00'	25°25'39"	25.28'	25.07'	N 61°16'23" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C82	57.00'	33°43'49"	33.56'	33.07'	N 28°32'21" W
C83	57.00'	81°48'08"	1.88'	1.88'	N 46°18'04" W
C84	225.00'	30°14'23"	87.33'	86.79'	S 36°35'22" E
C85	225.00'	22°25'52"	88.78'	88.62'	S 13°40'34" E
C86	225.00'	22°25'52"	88.78'	88.62'	S 08°54'38" W
C87	225.00'	22°25'52"	88.78'	88.62'	S 31°29'51" W
C88	225.00'	22°25'52"	88.78'	88.62'	S 54°16'55" W
C89	225.00'	22°25'52"	88.78'	88.62'	S 76°46'56" W
C90	225.00'	22°25'52"	88.78'	88.62'	N 80°44'32" W
C91	225.00'	22°14'23"	87.33'	86.79'	N 58°19'44" W
C92	98.00'	86°38'06"	9.43'	9.42'	N 58°32'26" W
C93	98.00'	19°33'05"	33.72'	33.57'	N 62°39'02" W
C94	98.00'	17°54'59"	27.14'	27.03'	N 81°24'19" W
C95	66.00'	16°48'08"	11.36'	11.34'	S 84°38'28" E
C96	66.00'	31°33'46"	33.85'	32.64'	S 62°27'12" E
C97	66.00'	22°42'09"	23.17'	23.02'	S 36°39'55" E
C98	66.00'	22°25'52"	23.63'	23.50'	S 13°40'34" E
C99	66.00'	22°25'52"	23.63'	23.50'	S 08°54'38" W
C100	66.00'	22°25'52"	23.63'	23.50'	S 31°29'51" W
C101	66.00'	22°25'52"	23.63'	23.50'	S 54°16'55" W
C102	66.00'	22°25'52"	23.63'	23.50'	S 76°46'56" W
C103	66.00'	22°25'52"	23.63'	23.50'	N 80°44'32" W
C104	66.00'	22°42'09"	23.77'	23.62'	N 58°18'55" W
C105	66.00'	31°33'46"	33.85'	32.64'	N 36°57'53" W
C106	66.00'	16°48'08"	11.36'	11.34'	N 09°46'46" W
C107	98.00'	11°54'09"	27.24'	27.18'	S 13°18'41" E
C108	98.00'	24°37'58"	38.69'	38.39'	S 33°57'57" E

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 34°56'32" W	13.26'
L2	S 55°03'28" E	47.83'
L3	N 34°56'32" E	4.66'
L4	N 39°13'54" W	14.06'
L5	S 55°52'41" W	29.42'
L6	S 55°03'28" E	4.85'
L7	N 55°03'28" W	3.17'
L8	S 22°21'49" W	21.28'
L9	N 11°43'28" W	21.28'
L10	S 42°47'27" W	33.82'
L11	S 69°55'32" W	29.88'
L12	N 87°48'47" E	16.88'
L13	S 87°48'47" W	16.88'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C198	830.00'	82°28'43"	36.63'	36.63'	S 65°58'34" W
C199	830.00'	82°28'43"	36.63'	36.63'	S 63°26'59" W
C200	830.00'	82°28'43"	36.63'	36.63'	S 68°53'07" W
C201	830.00'	80°53'25"	12.88'	12.88'	S 59°12'34" W
C202	120.00'	87°41'23"	16.11'	16.09'	N 62°36'35" E
C203	120.00'	12°53'18"	26.91'	26.86'	N 72°25'47" E
C204	120.00'	12°53'18"	26.91'	26.86'	N 85°43'48" E
C205	120.00'	12°53'18"	26.91'	26.86'	S 81°57'51" E
C206	120.00'	12°53'18"	26.91'	26.86'	S 68°34'38" E
C207	120.00'	12°53'18"	26.91'	26.86'	S 55°43'09" E
C208	120.00'	80°58'32"	6.23'	6.23'	S 41°48'23" E
C228	780.00'	82°28'43"	38.89'5'	38.89'	S 65°58'34" W
C229	780.00'	82°28'43"	38.895'	38.89'	S 63°26'59" W
C230	780.00'	82°28'43"	38.895'	38.89'	S 68°53'07" W
C231	780.00'	80°53'25"	110.86'	110.86'	S 59°12'34" W
C232	250.00'	87°41'23"	33.552'	33.53'	N 62°36'35" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C233	250.00'	12°53'18"	56.07'	55.95'	N 72°25'47" E
C234	250.00'	12°53'18"	56.07'	55.95'	N 85°43'48" E
C235	250.00'	12°53'18"	56.07'	55.95'	S 81°57'51" E
C236	250.00'	12°53'18"	56.07'	55.95'	S 68°34'38" E
C237	250.00'	12°53'18"	56.07'	55.95'	S 55°43'09" E
C238	250.00'	82°58'32"	12.983'	12.98'	S 41°48'23" E
C254	430.00'	89°29'55"	241.80'	218.00'	S 82°19'13" E
C255	440.00'	84°57'54"	308.13'	280.52'	S 85°16'18" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C177	50.00'	24°36'02"	21.38'	21.22'	N 85°32'21" E
C178	58.00'	14°36'32"	12.75'	12.71'	S 74°54'21" E
C179	58.00'	14°46'29"	12.84'	12.81'	S 60°14'51" E
C188	56.00'	16°34'28"	5.74'	5.73'	S 49°36'21" E
C193	870.00'	82°28'43"	38.63'	38.63'	S 66°36'38" W
C194	870.00'	83°47'56"	57.68'	57.67'	S 63°37'41" W
C195	870.00'	82°53'38"	43.08'	43.08'	S 68°14'49" W
C196	88.00'	N 16°59'13"	23.72'	23.63'	N 67°15'30" E
C197	60.00'	42°19'55"	59.11'	57.77'	S 10°04'56" E
C198	88.00'	15°35'52"	21.78'	21.71'	S 54°10'10" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C111	57.00'	27°32'16"	26.98'	26.63'	S 88°12'17" E
C112	57.00'	23°45'27"	23.63'	23.47'	N 66°23'56" E
C113	270.00'	07°14'31"	34.13'	34.11'	S 58°18'29" W
C117	126.00'	04°41'54"	9.84'	9.84'	S 45°38'54" W
C118	126.00'	14°28'23"	29.89'	29.82'	S 54°37'33" W
C173	1870.00'	02°38'18"	35.96'	35.91'	S 66°32'39" W
C174	1870.00'	88°57'46"	17.39'	17.14'	S 63°52'46" W
C175	1870.00'	00°48'43"	14.45'	14.45'	S 64°99'32" W
C176	56.00'	89°32'39"	8.32'	8.31'	N 68°28'15" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C2	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C3	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C4	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C5	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C6	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C7	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C8	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C9	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C10	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C11	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C12	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C13	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C14	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C15	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C16	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C17	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C18	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C19	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C20	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C21	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C22	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C23	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C24	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C25	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C26	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C27	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C28	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C29	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C30	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C31	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C32	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C33	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C34	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C35	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C36	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C37	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C38	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C39	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C40	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C41	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C42	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C43	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C44	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C45	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C46	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C47	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C48	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C49	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C50	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C51	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C52	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C53	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C54	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C55	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C56	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C57	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C58	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C59	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C60	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C61	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C62	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C63	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C64	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C65	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C66	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C67	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C68	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C69	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C70	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C71	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C72	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C73	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C74	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C75	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C76	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C77	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C78	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C79	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C80	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C81	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C82	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C83	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C84	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C85	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C86	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C87	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C88	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C89	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C90	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C91	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C92	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C93	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C94	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C95	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C96	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C97	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C98	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C99	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C100	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C101	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C102	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C103	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C104	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C105	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C106	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C107	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C108	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C109	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C110	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C111	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C112	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C113	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C114	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C115	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C116	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C117	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C118	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C119	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C120	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C121	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C122	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C123	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C124	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C125	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C126	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C127	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C128	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C129	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C130	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C131	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C132	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C133	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C134	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C135	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C136	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C137	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C138	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C139	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C140	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C141	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C142	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C143	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C144	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C145	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C146	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C147	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C148	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C149	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C150	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C151	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C152	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C153	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C154	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C155	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C156	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C157	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C158	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C159	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C160	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C161	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C162	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C163	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C164	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C165	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C166	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C167	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C168	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C169	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C170	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C171	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C172	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C173	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C174	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C175	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C176	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C177	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C178	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C179	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C180	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C181	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C182	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C183	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C184	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C185	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C186	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C187	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C188	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C189	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C190	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C191	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C192	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C193	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E
C194	50.00'	90°00'00"	78.54'	70.71'	S 42°12'33" W
C195	50.00'	90°00'00"	78.54'	70.71'	N 47°47'27" W
C196	50.00'	90°00'00"	78.54'	70.71'	N 42°12'33" E
C197	50.00'	90°00'00"	78.54'	70.71'	S 47°47'27" E

INSTR # 2005000112759 Page Number: 42 of 63

BELLA TERRA UNIT THREE

A SUBDIVISION LYING IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA
BEING A REPLAT OF TRACT "F-2" AND A PORTION OF TRACT "F-3"
BELLA TERRA UNIT ONE, AS RECORDED IN PLAT BOOK 77 PAGES 84 THROUGH 99
PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

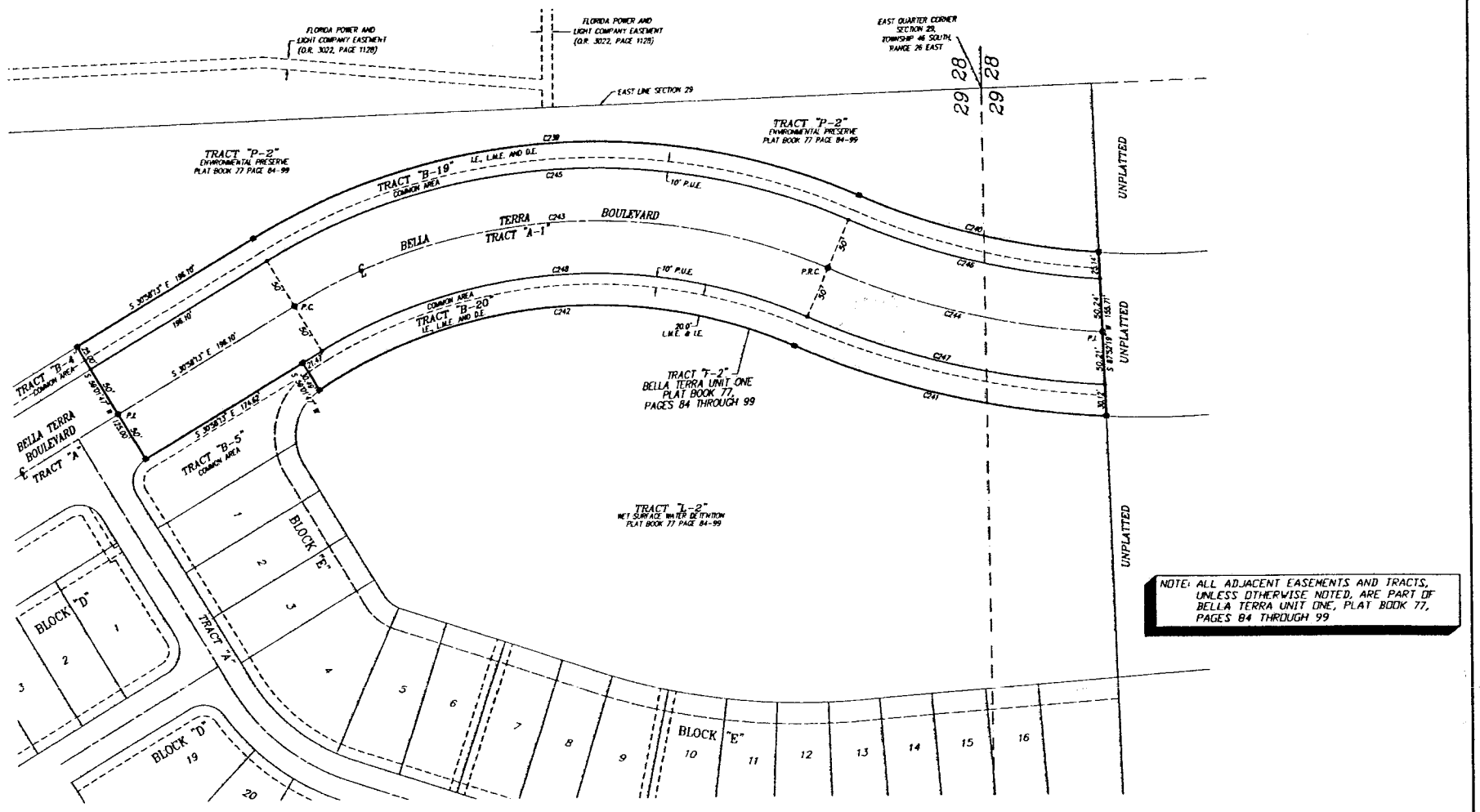
PLAT BOOK 82 PAGE 62
SHEET 5 OF 5

Banks Engineering, Inc.
Professional Engineers, Planners & Land Surveyors
10511 SIX MILE CYPRESS PARKWAY - SUITE 101 FORT MYERS, FLORIDA 33912
PHONE: (239)939-5490 FAX: (239)939-2523
FLORIDA BUSINESS CERTIFICATE NUMBER LB 6690

50 25 0 50 100
GRAPHIC SCALE 1" = 50'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C239	625.00'	54°42'53"	596.85'	574.42'	S 83°36'47" E
C240	675.00'	19°48'08"	233.33'	232.17'	N 13°58'38" E
C241	830.00'	28°56'38"	383.36'	379.68'	N 13°16'25" E
C242	470.00'	57°19'29"	470.31'	451.93'	S 84°55'08" E
C243	550.00'	54°42'53"	525.28'	505.49'	S 83°36'47" E
C244	750.00'	20°24'51"	267.22'	265.81'	N 13°32'15" E
C245	600.00'	54°42'53"	572.97'	551.45'	S 83°36'47" E
C246	700.00'	20°18'22"	344.63'	343.38'	N 13°43'59" E
C247	600.00'	20°45'22"	389.81'	386.27'	N 13°21'59" E
C248	560.00'	54°42'53"	477.48'	459.54'	S 83°36'47" E



D.O. NO. 2003-00209

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of TOWNHOMES I AT BELLA TERRA ASSOCIATION, INC., a Florida corporation, filed on February 28, 2005, as shown by the records of this office.

The document number of this corporation is N05000002302.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Seventh day of March, 2005

Glenda E. Hood

Glenda E. Hood
Secretary of State

CR2EO22 (2-03)

EXHIBIT "B"

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
05 FEB 28 PM 4:01

ARTICLES OF INCORPORATION
OF
TOWNHOMES I AT BELLA TERRA ASSOCIATION. INC.

Pursuant to Section 617.01201, Florida Statutes (2004), these Articles of Incorporation are created by Christopher J. Shields, Esq., 1833 Hendry Street, Fort Myers, Florida 33901, as sole incorporator, for the purpose set forth below.

ARTICLE I

NAME: The name of the corporation is Townhomes I at Bella Terra Association, Inc., sometimes hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE: The initial principal office of the corporation is located at 10471 Six Mile Cypress Parkway, Suite 2, Fort Myers, Florida 33912.

ARTICLE III

PURPOSE AND POWERS: This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a corporation not for profit organized on a non-stock basis for the purpose of providing a corporate residential homeowners' association. For the accomplishment of its purpose, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit, except as limited or modified by these Articles and a Declaration of Covenants, Conditions and Restrictions to be recorded in the Public Records of Lee County, Florida, and shall have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential neighborhood subject to the said recorded Declaration, as it may from time to time be amended, including but not limited to the power to:

(A) Fix, levy, collect and enforce payment by an lawful means all charges or assessments levied pursuant to 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 license fees, taxes or governmental charges.

(B) Enforce any and all covenants, conditions, restrictions and agreements applicable to the residential neighborhood known as the Townhomes I at Bella Terra

(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 mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security.

(E) Dedicate, sell or transfer all or any part of the Neighborhood Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

(F) Purchase policies of insurance upon the Properties and use the proceeds from such policies to effectuate its purposes.

(G) Participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes, or to annex additional property and common areas, provided that merger, consolidation or annexation shall have the consent of at least two-thirds (2/3rds) of the voting interests of the Association.

(H) Assist, cooperatively with Bella Terra of Southwest Florida, Inc., in the administration and enforcement of the Declaration of Covenants, Conditions and Restrictions for Bella Terra, as amended and supplemented from time to time, and the Community Development District, if any.

(I) Exercise any and all powers, rights and privileges which a corporate homeowners association organized under Chapter 720, Florida Statutes, may now or hereafter have or exercise; subject always to the Declaration as amended from time to time.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and voting rights shall be as set forth in the Bylaws of the Association.

ARTICLE V

TERM: The term of the Association shall be perpetual.

ARTICLE VI

BYLAWS: The Bylaws of the Association may be altered, amended or rescinded in the manner provided therein.

ARTICLE VII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by petition to the Board signed by at least one-fourth (1/4) of the voting interests.

(B) Procedure. A proposed amendment must be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given.

(C) Vote Required. Except as otherwise required by Florida law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved at any annual or special meeting called for the purpose by at least a majority of the voting interests of the Association, or if it is approved in writing by a majority of the voting interests without a meeting, as authorized in Section 3.11 of the Bylaws, provided that notice of any proposed amendment must be given to the members of the Association, and the notice must contain the full text of the proposed amendment.

(D) Effective Date. An amendment becomes effective upon filing with the Secretary of State and retarding a certified copy in the Public Records of Lee County, Florida, with the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors set in the Bylaws, but never less than three (3), and in the absence of a Bylaw provision shall consist of three (3) Directors.

(B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting after the annual meeting of the Members and shall serve at the pleasure of the Board.

ARTICLE IX

INITIAL DIRECTORS:

The initial Directors of the Association shall be:

John B. Debitetto, President/Director	10471 Six Mile Cypress Pkwy. #2 Fort Myers, Florida 33912
James R. Reader, Vice President/Director	10471 Six Mile Cypress Pkwy. #2 Fort Myers, Florida 33912
Delinda A. Corbin, Secretary/Treasurer/Director	10471 Six Mile Cypress Pkwy. #2 Fort Myers, Florida 33912

ARTICLE X

INITIAL REGISTERED AGENT:

The initial registered office of the Association shall be at:

1833 Hendry Street
Fort Myers, Florida 33901

The initial registered agent at said address shall be:

Christopher J. Shields

ARTICLE XI

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe it was lawful.

(C) A transaction from which the Director or officer derived or sought to derive an improper personal benefit.

(D) Recklessness, or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and wilful disregard for human rights, safety or property, in an action by or in the right of someone other than the association or a member.

(E) Wrongful conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, there is no right to indemnification unless a majority of the disinterested Directors approve such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of, all other rights to which a Director or officer may be entitled.

WHEREFORE the incorporator has caused these presents to be executed this 23rd day of February, 2005.

By: _____
Christopher J. Shields

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 23rd day of February, 2005, by Christopher J. Shields, who is personally known to me and did not take an oath.

(Seal)

DONNA IPP
MY COMMISSION # DD 105688
EXPIRES: April 16, 2006
Bonded Thru Notary Public Underwriters

_____
Notary Public
Printed Name: Donna IPP
My Commission Expires: _____

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for Townhomes I at Bella Terra Association, Inc., at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.

CHRISTOPHER J. SHIELDS

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BYLAWS
OF
TOWNHOMES I AT BELLA TERRA ASSOCIATION, INC.

1. GENERAL. These are the Bylaws of Townhomes I at Bella Terra Association, Inc., hereinafter the "Association", a Florida corporation not for profit organized for the purpose of serving as a residential neighborhood homeowners' association.

1.2 Principal Office. The principal office of the Association shall initially be at 10481 Six Mile Cypress Parkway, Fort Myers, Florida, 33912, and shall subsequently be at such location as may be determined by the Board of Directors.

1.3 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document where a seal is required.

1.4 Definitions. The definitions for various terms used in these Bylaws shall be as set forth in Section 1 of the Declaration of Covenants, Conditions and Restrictions for Townhomes I at Bella Terra (the "Declaration"), to which these Bylaws are attached as Exhibit "D".

2. MEMBERS; VOTING RIGHTS. Every record owner of legal title to any Lot located in the Properties is a Member. If a Lot is subject to an agreement for deed, whether recorded or not, the purchaser in possession shall be treated as the owner solely for purposes of determining voting and use rights. Membership is appurtenant to, runs with, and may not be separated from, the real property interest upon which membership is based.

2.1 Voting Interests. The members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of votes shall equal the total number of Lots subject to this Declaration. The vote of a Lot is not divisible. The right to vote may not be denied because of delinquent assessments. If a Lot is owned by one natural person, his right to vote shall be established by the record title. If a Lot is owned jointly by two or more natural persons, that Lot's vote may be cast by any one of the record owners. If two or more owners do not agree among themselves how their one vote shall be cast on any issue, that vote shall not be counted on that issue. If a Lot is owned in trust, or the owner is a corporation, partnership or other entity which is not a natural person, the vote of that Lot shall be cast by the primary occupant designated as set forth in Section 14.1 of the Declaration.

EXHIBIT "C"

TOWNHOMES I AT BELLA TERRA - BYLAWS

2.2 Approval or Disapproval of Matters. Whenever the decision or approval of an owner is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person who could cast the vote of that owner's Lot at an Association meeting, as stated in Section 2.1 above, unless the written approval or joinder of record owners is specifically required.

2.3 Termination of Membership. Termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS.

3.1 Annual Meeting. The annual meeting of the members shall be held in Lee County, Florida, each year during the first three months of each calendar year, at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members. The annual meeting is a general meeting, and unless the law or the governing documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by members representing at least twenty-five percent (25 %) of the voting interests. Business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings. Notices of all meetings of the Members must be mailed or hand-delivered to the members at least fourteen (14) days before the meeting, and must state the time, date, and place of the meeting, and include a detailed agenda. Mailed notices must be sent to each member at his address as it appears on the books of the Association. Each member bears the responsibility for notifying the Association in writing of any change of address. A person entitled to receive notice of any meeting may waive notice altogether by written waiver. Notice of any meeting may, be hand-delivered if a written waiver of mailing is obtained. If ownership of a Living Unit is transferred after a notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes a waiver of notice by that member, unless the member objects to the lack of notice at the beginning of the meeting.

3.4 Quorum. The percentage of voting interests required to constitute a quorum at a meeting of the members shall be thirty percent (30%) of the total voting interests.

3.5 Vote Required. The acts approved by a majority of the votes cast at a meeting of the members at which a quorum has been attained shall be binding upon all owners for all purposes, except where a higher vote is required by law or by any provision of the Governing Documents.

3.6 Proxies. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by a person authorized to cast the vote for the unit, and specify the date, time and place of the meeting for which it is given. The signed and dated original must be delivered to the Secretary at or before the time of the meeting or continuance thereof. Holders of proxies need not be members. No proxy is valid if it names more than one person proxy holder, but the proxy holder has the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 720.303(2), Florida Statutes (2003), as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 617.0707, Florida Statutes (2003), as amended, notice of the adjourned meeting must be given to persons who are entitled to vote and are members as of the new record date but were not members as of the previous record date.

3.8 Order of Business. The order of business meetings shall be substantially as follows:

(A) Determination of existence of quorum.
(B) Reading or waiver of reading of minutes of last members' meeting.
(C) Reports of Officers.
(D) Reports of Committees.
(E) Election of Directors (annual meeting only).
(F) Unfinished Business.
(G) New Business.
(H) Adjournment.

3.9 Minutes. Minutes of all meetings of the members must be maintained in written form, or in another form that can be converted into written form within a reasonable time.

3.10 Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of an Association meeting when not in conflict with the law, with the Declaration, or with these Bylaws. The Presiding Officer may appoint a Parliamentarian, but the Presiding Officer's decisions on questions of Parliamentary Procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.11 Action by Members Without Meeting. Except for the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written consents or other instruments expressing approval of the action proposed to be taken are signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law. If the vote is taken by the method described in this Section 3.11, the list of owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters. The written consents used to authorize an action without a meeting shall become part of the Association's records.

3.12 Voting Representative to Master Association. In accordance with the requirements of the Bylaws of the Master Association, the Board of Directors shall, at least annually, appoint one member of the Association, who need not be a Director or officer, as the Association's Voting Representative to the Master Association. Written notice of such appointment shall be given to the Master Association. The Voting Representative shall attend all meetings of the members of the Master Association, and shall cast in the same manner as originally cast by its members, all votes of the members of this Association on any and all questions which may arise, except in the election of Directors of the Master Association. The votes shall be cast in the manner directed by the Board of Directors, or absent such direction, in the manner determined by the Voting Representative. The Voting Representative shall also perform the other duties specified in Section 3.6 of the Master Association Bylaws. The Voting Representative shall serve at the pleasure of the Board of Directors.

3.13 Polling of Members. To the extent feasible and practical, the Association shall poll its members on questions to be decided by a vote of the members of the Master Association, so that this Association's votes are more likely to be cast in the manner preferred by the majority of the members. If such a poll is conducted, the Board shall instruct its Voting Representative to cast all votes of the Association in a block, supporting the point of view preferred by the majority of the members who responded to the poll. The Voting Representative may not vote by proxy at Master

Association meetings, but the Board of Directors may designate in writing an alternate representative to substitute if the Voting Representative cannot attend any meeting of the Master Association.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the unit owners only when specifically required.

4.1 Number and Terms of Service. The Board of Directors shall initially consist of three (3) Directors, and shall remain at that number unless changed by amendment of this Section 4.1. In order to provide for a continuity of experience by establishing a system of staggered terms of office, in the first election in which owners other than the Developer elect at least a majority of the Directors, the two (2) candidates receiving the highest number of votes shall each be elected for a term which expires at the final adjournment of the annual meeting at which his successor is to be elected. The candidate receiving the next highest number of votes shall be elected for a term which expires at the final adjournment of next annual meeting. Thereafter, all Directors shall be elected for two (2) year terms, ending at the final adjournment of the annual meeting at which successors are to be duly elected, or at such other time as may be provided by law. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in 4.4 below.

4.2 Qualifications. Except for Directors appointed by the Developer, each Director must be a Member or Primary Occupant of a Villa, or the spouse of one of them. No person shall be elected or appointed for successive terms totaling more than four (4) consecutive years, unless there occurs a hiatus of at least one (1) year between terms. Initial terms by appointment for less than one year shall be excluded from consideration in determining the total number of years served.

4.3 Nominations and Elections. In each annual election the members shall elect by written secret ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided for by law.

(A) First Notice; Candidates. Not less than sixty (60) days before the election, the Association shall mail or deliver, to each owner entitled to vote, a first notice of the date of the election. The first notice may be given by separate Association mailing or included in another Association mailing or delivery, including a regularly published newsletter. Any owner or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days before the annual election.

(B) Second Notice. If there are more qualified candidates than there are Directors to be elected, balloting is required, and at least fourteen (14) days before the election, the Association shall mail or deliver a second notice of election to all owners entitled to vote in the contested election, together with a ballot listing all qualified candidates in alphabetical order, by surname, and the notice of the annual meeting required by Section 3.3 above.

(C) Balloting. Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in elections. In the election of Directors, there shall be appurtenant to each Living Unit as many votes for Directors as there are Directors to be elected, but no Living Unit may cast more than one vote for any candidate, it being intended that voting for Directors shall be non-cumulative. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, or by another method required by law (if any).

4.4 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term.

4.5 Removal of Directors. Any Director may be removed from office, with or without cause, by the vote or agreement in writing of a majority of the voting interests. The notice of a meeting of the owners to recall one or more Directors must name the specific Director(s) sought to be removed, and a separate vote for each Director sought to be removed shall be taken. Where removal is sought by written agreement, a separate agreement is required for each Director to be removed. Any Director who is removed from office is not eligible to stand again for election to the Board, or be appointed to the Board, until the next annual election. A Director who is removed from office shall turn over to the Association within 72 hours any and all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county may summarily order the Director to relinquish his office and turn over corporate records upon application of any owner. In any such action, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

4.6 Board Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board must be open to all members, except for meetings between the Board and its legal counsel with respect to proposed or pending litigation, and otherwise where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board meetings must be posted in a conspicuous place in the Neighborhood at least forty-eight (48) hours in advance of every meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Neighborhood, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessment. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. Any owner may tape-record or videotape meetings of the Board of Directors and meetings of the members. The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board and the membership.

4.7 Waiver of Notice by Directors. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.8 Quorum of Directors. A quorum at a Board meeting shall exist only when a majority of all Directors are present in person. Directors may participate in any meeting of the Board, or meeting of an executive or other committee by means of a conference telephone call or other similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means is deemed equivalent to presence in person at a meeting.

4.9 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum is then present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.10 Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

4.11 Vote Required. The acts approved by a majority of those Directors who are present and voting at a Board meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by law. A Director who is present at a meeting of the Board shall be deemed to have voted with the majority on any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest.

4.12 Directors' Fees and Reimbursement of Expenses. No compensation or fees shall be paid to Directors for their service as Directors. Directors may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

4.13 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Neighborhood. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If at any time the law requires that meetings of a committee, including any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the Association be noticed and conducted with the same formalities as required for meetings of the Board, such requirement shall apply only to the least extent required or permitted by law, it being the intent hereof to exempt as many committees as possible from such a law.

4.14 Emergency Powers. In the event of any "emergency" as defined in Section 4.14(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other

emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a. meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Section 4.14, an "emergency" may be found to exist only when the Neighborhood, or a larger geographic area in which the Neighborhood is located, is subjected to:

(1) a state of emergency declared by law enforcement authorities;

(2) a hurricane warning;

(3) a partial or complete evacuation order;

(4) designation by federal or state government as a "disaster area;" or

(5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Neighborhood, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

5. OFFICERS. Officers are elected by vote of a majority of the entire Board, and serve at the pleasure of the Board. The executive officers of the Association shall be a President, and a Vice-president, who must be Directors, and a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed from office with or without cause by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board of Directors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be necessary or desirable to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.1 President. The President is the chief executive officer of the Association; presides at all meetings of the members and Directors, is ex-officer a member of all standing committees, has general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.2 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall prescribe.

5.3 Secretary. The Secretary shall attend all meetings of the board of Directors and all meetings of the members and shall be responsible for the recording of all votes, and the minutes of all proceedings, in a book to be kept for the purpose, and shall perform like duties for standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Townhomes I Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one is designated.

5.4 Treasurer. The Treasurer shall be responsible for the safekeeping of Association funds and assets, budget preparation, and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

5.5 Compensation of Officers. No compensation shall be paid to any member for services as an officer of the Association. This provision does not preclude the Board of Directors from employing officers in other capacities as employees of the Association.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its funds in accounts in federally insured accounts at financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

6.2 Accounts and Accounting Procedures. The financial and accounting records of the Association, must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

(A) Accurate, itemized, and detailed records of all receipts and expenditures.

(B) A current account and a period statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

(C) All tax returns, financial statements, and financial reports of the Association.

(D) Any other records that identify, measure, record or communicate financial information.

6.3 Budget. The Board of Directors shall adopt in advance an annual budget of common expenses for each fiscal year. The budget must reflect the estimated revenues and expenses for the next fiscal year, and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another person. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be considered shall be mailed to or served on each owner not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income accounts and expense classifications. The minutes of the Association shall reflect the adoption of the budget, and a copy of the proposed and adopted budgets shall be maintained as part of the financial records of the Association. If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and payments shall be continued at such rate until a budget is adopted and new quarterly installments are

calculated, at which time an appropriate adjustment shall be added to or subtracted from each Villa's next due quarterly installment.

6.4 Reserves. The Board may establish one or more reserve accounts for contingencies, cash flow shortfalls, capital expenditures, and deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be payable in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Written notice of each quarterly installment shall be sent to all Members at least ten (10) days prior to the due date. Failure to send or receive the notice does not excuse the obligation to pay.

6.6 Special Assessments. Subject to the limitations in Section 7.6 of the Declaration, special assessments may be imposed by the board of Directors whenever necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or credited back to the members' accounts.

6.7 Fidelity Bonds. The President, Secretary, Treasurer, and any persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or by the Board of Directors. The premiums on such bonds shall be a common expense.

6.8 Financial Reporting. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall, within ten (10) business days after the report is prepared, provide each member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

(A) Financial statements presented in conformity with generally accepted accounting principles; or

(B) A financial report of actual receipts and expenditures, cash basis, which report must show:

(1) The amount of receipts and expenditures by classification; and

(2) The beginning and ending cash balances of the Association.

6.9 Audit. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Board of Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all owners.

6.10 Application of Payments. All payments on account by an owner shall be applied first to interest, then to late payment fees, then to attorney's fees and costs, then to other charges, and finally to unpaid regular and special assessments, in the order they first came due.

6.11 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year.

7. RULES AND REGULATIONS; USE AND RESTRICTIONS. The Board of Directors may, from time to time adopt and amend reasonable rules and regulations governing the operation, use, maintenance, management and control of the Neighborhood Common Areas and the operation of the Association. Copies of such rules and regulations shall be furnished to each owner. The Board has the power to impose fines and suspensions of common area use privileges, as further provided in Section 12 of the Declaration, for violations of the rules and regulations.

8. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner.

8.1 Proposal. Amendments to these Bylaws may be proposed by a majority of the Board or by written petition to the Board signed by at least one-fourth (1/4th) of the voting interests.

8.2 Procedure. Upon any amendment to these Bylaws being so proposed by the Board or owners, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

8.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Townhomes I Documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests of the Association present and voting at any annual or special meeting called for the purpose, provided that the full text of any proposed amendment was given to the Members with notice of the meeting. Prior to the Turnover of Control of the Association by the Developer as provided for in Section 16 of the Declaration, Bylaw amendments may be adopted by vote of a majority of the Directors, without need for a vote of the owners.

8.4 Effective Date, Recording. A copy of each amendment shall be attached to a certificate reciting that the amendment was duly adopted, and executed by an officer of the Association. The certificate must also identify the book and page of the Public Records where the Declaration was originally recorded. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Official Records of Lee County, Florida.

9. MISCELLANEOUS.

9.1 Gender. Whenever a masculine or singular pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

9.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

9.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and the Articles of Incorporation shall prevail over the provisions of the Bylaws.

The foregoing constitute the first Bylaws of Townhomes I at Bella Terra Association, Inc., and were duly adopted at the first meeting of the Board of Directors held on FEBRUARY 28, 2005.

Date: MARCH 4TH., 2005.

Secretary

Attest: (CORPORATE SEAL)

President

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