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This instrument was prepared by:
Gregg S. Truxton
Bolaños Truxton, P.A.
12800 University Drive, Suite 240
Fort Myers, Florida 33907

DECLARATION OF NEIGHBORHOOD COVENANTS
(Tract 4A)

This Declaration of Neighborhood Covenants is hereby made this 19 day of January, 2001, by **Florida Development Partners, L.C.,** a Florida limited liability company, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the developer of the community known as Grande Oak, as further described in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Grande Oak, recorded in Official Records Book 3321, Page 2858, of the public records of Lee County, Florida, as the same may be amended from time to time (referred to herein as, the "Master Declaration");

WHEREAS, the Master Declaration contemplates that Neighborhood Covenants (as defined therein) will be recorded encumbering portions of the property located within Grande Oak;

WHEREAS, Declarant desires to impose certain restrictions upon the premises commonly known as Tract 4A at Grande Oak, as more particularly described on Exhibit "A" hereto and incorporated herein by virtue of this reference (referred to herein as, the "Neighborhood");

NOW, THEREFORE, Declarant declares that the Neighborhood, and any and all property now or hereafter located therein, shall be held, transferred, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the following covenants, conditions, restrictions and easements set forth in this Declaration of Neighborhood Covenants, which shall run with the land, be part of such Neighborhood, and inure to the benefit of, and be enforceable by, each party obtaining any ownership interest therein and their successors in title, as follows:

1. No more than seventy nine (79) residential units ("Units") shall be constructed within the Neighborhood. No Units shall be constructed within the Neighborhood, except for single family detached residences, on lots of 60 to 65

feet in width, containing not less than 1,600 square feet and not more than 2,600 square feet of living area. Construction of all improvements shall be subject to the approval of the Architectural Review Board, as defined and set forth in the Master Declaration.

2 Declarant does hereby reserve for itself, its successors and assigns, a non-exclusive, perpetual easement encumbering the Neighborhood, for the installation, maintenance and repair of stormwater drainage facilities, water facilities, sewer facilities, and any and all other utility facilities of any nature whatsoever; provided, however, Declarant's use or exercise of any rights Declarant has under the terms of the easements reserved hereby shall not materially and adversely impact upon any subdivision improvements, recreational amenities, or any buildings, pools, lanais, or appurtenant structures constructed within the Neighborhood; and provided further that Declarant shall be solely responsible for the cost of construction of any improvements constructed by Declarant in said easement.

3. Until such time as Declarant has conveyed all property within the Neighborhood, Declarant does hereby reserve a non-exclusive ingress and egress easement over and across the streets of the Neighborhood to access any properties located within the Neighborhood owned by Declarant.

4. No Lot located within the Neighborhood shall be conveyed or leased as vacant land without Declarant's written approval.

5. Any and all Neighborhood Common Areas (as that term is defined in the Master Declaration) and any and all improvements therein, shall be available for the use by all residents within the Neighborhood, subject only to the right of any Neighborhood Association to assess the residents thereof assessments and dues to cover the cost of operations thereof.

6. Each Lot or Unit within the Neighborhood shall be subject to a lien in favor of Grande Oak Marketing Group, Inc., a Florida not-for profit corporation (the "Marketing Association"), to secure the obligation of the original builder of a Unit therein to contribute to the Marketing Association a marketing fee (the "Marketing Fee") in an amount equal to two (2%) percent of the gross purchase price of each Unit constructed within the Neighborhood. For purposes hereof, the gross purchase price of each Unit shall be determined by adding the base price of the Unit, including the price of the Lot, plus the prices of all options, upgrades or change orders for the Unit, plus all fees or charges paid by the buyer of the Unit to the builder as consideration or compensation for the Unit, plus any premium or surcharge received by builder from the buyer for Lot or location premiums, but shall exclude any financing costs, prepaid expenses or closing costs paid by the buyer, and any personal property included in the sale. The Marketing Fee is intended to cover actual costs incurred by the Marketing Association, without mark-up, with regard to the community-wide marketing program and its sales

center, which is intended to benefit all developments within the Grande Oak community. The Marketing Fee shall be secured by a Claim of Lien to be filed by the Marketing Association against the entire Neighborhood and shall be released by the Marketing Association at such time as the Marketing Fee is paid to the Marketing Association. The lien shall be subordinate to the lien of a first mortgage in favor of an institutional lender providing financing for the development of, and\or construction of Units within the Neighborhood. The Marketing Fee shall be paid in connection with the initial sale of Units by the original builder to its third party purchasers, and shall not apply to subsequent sales of units by said third party purchasers.

7. All capitalized terms herein shall be as defined in the Master Declaration, unless otherwise defined herein.

8. These Neighborhood Covenants may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven (67%) of the total votes within the Neighborhood Association; provided, however, that no amendment shall be made to these Neighborhood Covenants without the consent and joinder of Declarant, so long as Declarant owns any portion of the Property within the Grande Oak community.

9. These Neighborhood Covenants shall constitute a covenant running with the land and shall remain in effect for the same term as the Master Declaration.

10. In the event of any inconsistency between the terms of this Declaration of Neighborhood Covenants and the terms of the Master Declaration, the terms of the Master Declaration shall control.

IN WITNESS WHEREOF, Declarant has set its hand and seal the date and year first written above.

WITNESSES:

Becky Yocam
Becky Yocam

Gregg S Trwxtn
Gregg S. Truxton

Florida Development Partners, L.C.
a Florida limited liability company

By: _____
Name: Paul Hardy
Title: Manager

State of Florida

County of Collier

The foregoing instrument was acknowledged before me this 19 day of January, 2001, by Paul Hardy, as Manager of Florida Development Partners, L.C., a Florida limited liability company, who is personally known to me.

Gregg S Truxton
Notary Public, State of Florida

My commission expires:

Revised: January 17, 2001

OFFICIAL NOTARY SEAL
GREGG S TRUXTON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC649729
MY COMMISSION EXP. MAY 21,2001

Exhibit "A"

Tract 4A, of GRANDE OAK, according to the plat thereof as recorded in Plat Book 67, at Page 15, of the Public Records of Lee County, Florida